WAL MART STORES INC

FORM 10-K
(Annual Report)

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Address	702 SOUTHWEST 8TH ST BENTONVILLE, AR 72716
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **Annual report pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934**

for the fiscal year ended January 31, 2010,

or

☐ **Transition report pursuant to section 13 or 15(d) of the Securities Exchange Act of 1934**

Commission file number 1-6991.

WAL-MART STORES, INC.

(Exact name of registrant as specified in its charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, par value $0.10 per share	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for at least the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "accelerated filer," large accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 31, 2009, the aggregate market value of the voting common stock of the registrant held by non-affiliates of the registrant, based on the closing sale price of those shares on the New York Stock Exchange reported on July 31, 2009, was $107,499,377,333. For the purposes of this disclosure only, the registrant has assumed that its directors, executive officers and beneficial owners of 5% or more of the registrant's common stock are the affiliates of the registrant.

The registrant had 3,759,007,514 shares of common stock outstanding as of March 26, 2010.

DOCUMENTS INCORPORATED BY REFERENCE

Document	Parts Into Which Incorporated
Portions of Annual Report to Shareholders for the Fiscal Year Ended January 31, 2010 ("Annual Report to Shareholders") included as an exhibit to this Form 10-K	Parts I and II
Portions of Proxy Statement for the Annual Meeting of Shareholders to be held June 4, 2010 ("Proxy Statement")	Part III

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS AND INFORMATION

This Annual Report on Form 10-K, the other reports, statements, and information that Wal-Mart Stores, Inc. (which individually or together with its subsidiaries, as the context otherwise requires, is hereinafter referred to as “we,” “Walmart” or the “company”) has previously filed or that we may subsequently file with the Securities and Exchange Commission (“SEC”) and public announcements that we have previously made or may subsequently make include, may include, or may incorporate by reference certain statements that may be deemed to be “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, as amended, and that are intended to enjoy the protection of the safe harbor for forward-looking statements provided by that Act. The forward-looking statements included or incorporated by reference in this Form 10-K and that are or may be included or incorporated by reference in those reports, statements, information and announcements address our future economic performance, activities, events or developments that we expect or anticipate will or may occur in the future, including or relating, but not limited to, our expected results of operations for certain periods, including our expected sales or earnings per share for certain periods and our comparable stores sales for a period, the amount, nature and allocation of future capital expenditures, opening of additional stores and clubs in the United States and additional units in the other countries in which we operate, conversion of discount stores into supercenters, relocations of existing units, remodeling of or special projects at existing units, expansion and other development trends of the retail industry, our ability to integrate newly acquired operations into our existing operations, our business strategy, our pricing strategy, our cost of goods, our inventory levels, the anticipated success and timing of various operating initiatives, our ability to increase our market share, our financing strategy, expansion and growth of our business, changes in our operations, including the mix of products sold, changes in expected sales of certain categories of products, our liquidity and ability to access the capital markets, the effect of economic developments on our customers, our operations and our results of operations, our annual tax rate, and other similar matters. Forward-looking statements are often identified by the use of words or phrases such as “anticipate,” “believe,” “could occur,” “could result,” “continue,” “estimate,” “expect,” “forecast,” “plan,” “projected,” “will be,” “will continue,” “will change,” “will decrease,” “will have,” “will increase” and “will remain.” Although we believe the expectations expressed in the forward-looking statements included in this Form 10-K and such reports, statements, information and announcements are based or will be based on reasonable assumptions within the bounds of our knowledge of our business, a number of factors could cause our actual results to differ materially from those expressed or implied in any forward-looking statements, whether oral or written, made by us or on our behalf. Many of these factors have previously been identified in filings or statements made by us or on our behalf.

Our business operations are subject to numerous risks, factors and uncertainties, domestically and internationally, that are outside our control. Any one, or a combination, of these risks, factors and uncertainties could materially affect our financial performance, our results of operations, including our sales, earnings per share or comparable store sales for any period, business operations, business strategy, plans, goals and objectives. These factors include, but are not limited to: general economic conditions, including the current economic crisis and disruption in the financial markets, unemployment levels, credit availability to consumers and businesses, levels of consumer disposable income, consumer spending patterns and debt levels, inflation, deflation, the cost of the goods we sell, labor costs, transportation costs, the cost of diesel fuel, gasoline, natural gas and electricity, the cost of healthcare benefits, accident costs, our casualty and other insurance costs, information security costs, the cost of construction materials, availability of acceptable building sites for new stores, clubs and other formats, competitive pressures, accident-related costs, weather patterns, catastrophic events, storm and other damage to our stores and distribution centers, weather-related closing of stores, availability and transport of goods from domestic and foreign suppliers, currency exchange fluctuations and volatility, trade restrictions, changes in tariff and freight rates, adoption of or changes in tax, labor and other laws and regulations that affect our business, costs of compliance with laws and regulations, the outcome of legal proceedings to which we are a party, interest rate fluctuations, and other capital market, economic and geo-political conditions and events, including civil unrest and terrorist attacks. Moreover, we typically earn a disproportionate part of our annual operating income in the fourth quarter as a result of the seasonal buying patterns. Those buying patterns are difficult to forecast with certainty. The foregoing list of factors that may affect our operations and financial performance is not exclusive. Other factors and unanticipated events could adversely affect our business operations and financial performance. Our business operations, results of operations, financial condition and liquidity are subject to other risk factors, which we discuss below under the caption “Item 1A. Risk Factors.” In addition, from time to time we may disclose additional risk factors in our Quarterly Reports on Form 10-Q and other reports filed with the SEC. Readers are urged to consider all of these risks, uncertainties and other factors carefully in evaluating the forward-looking statements. Forward-looking statements that we make or that are made by others on our behalf are based on a knowledge of our business and the environment in which we operate, but because of the factors described and listed above, as well as the other risks, uncertainties and other factors, or as a result of changes in facts, assumptions not being realized or other circumstances, actual results may differ materially from those contemplated in the forward-looking statements. Consequently, this cautionary statement qualifies all of the forward-looking statements we make including those made herein and that are incorporated by reference herein. We cannot assure the reader that the results or developments expected or anticipated by us will be realized

or, even if substantially realized, that those results or developments will result in the expected consequences for us or affect us, our business, our operations or our operating results in the way we expect. We caution readers not to place undue reliance on such forward-looking statements, which speak only as of their dates. We undertake no obligation to update any of the forward-looking statements to reflect subsequent events or circumstances except to the extent required by applicable law.

WAL-MART STORES, INC.
ANNUAL REPORT ON FORM 10-K
FOR THE FISCAL YEAR ENDED JANUARY 31, 2010

PART I

ITEM 1. BUSINESS

General

Wal-Mart Stores, Inc. ("Walmart," the "company" or "we") operates retail stores in various formats around the world and is committed to saving people money so they can live better. We earn the trust of our customers every day by providing a broad assortment of quality merchandise and services at every day low prices ("EDLP") while fostering a culture that rewards and embraces mutual respect, integrity and diversity. EDLP is our pricing philosophy under which we price items at a low price every day so our customers trust that our prices will not change under frequent promotional activity. Our fiscal year ends on January 31 for our U.S., Canada and Puerto Rico operations. Our fiscal year ends on December 31 for all other operations. During the fiscal year ended January 31, 2010, we had net sales of $405.0 billion.

Our operations comprise three business segments: Walmart U.S., International and Sam's Club.

Our Walmart U.S. segment is the largest segment of our business, accounting for 63.8% of our fiscal 2010 net sales and operates retail stores in different formats in the United States, as well as Walmart's online retail operations, walmart.com.

Our International segment consists of retail operations in 14 countries and Puerto Rico. This segment generated 24.7% of our fiscal 2010 net sales. The International segment includes numerous different formats of retail stores and restaurants, including discount stores, supercenters and Sam's Clubs that operate outside the United States.

Our Sam's Club segment consists of membership warehouse clubs in the United States and the segment's online retail operations, samsclub.com. Sam's Club accounted for 11.5% of our fiscal 2010 net sales.

We maintain our principal offices at 702 S.W. 8th Street, Bentonville, Arkansas 72716, USA.

The Development of Our Company

Although Walmart was incorporated in Delaware in October 1969, the businesses conducted by our founders began in 1945 when Sam M. Walton opened a franchise Ben Franklin variety store in Newport, Arkansas. In 1946, his brother, James L. Walton, opened a similar store in Versailles, Missouri. Until 1962, our founders' business was devoted entirely to the operation of variety stores. In that year, the first Wal-Mart Discount City, which was a discount store, opened in Rogers, Arkansas. In fiscal 1984, we opened our first three Sam's Clubs, and in fiscal 1988, we opened our first supercenter. In fiscal 1999, we opened our first Neighborhood Market.

In fiscal 1992, we began our first international initiative when we entered into a joint venture in Mexico, in which we owned a 50% interest along with Cifra S.A. de C.V. ("Cifra"). In fiscal 1998, we acquired the controlling interest in Cifra, and in February 2000, Cifra officially changed its name to Wal-Mart de Mexico, S.A. de C.V. Since fiscal 1992, our international presence has continued to expand. At January 31, 2010, our International segment was comprised of our wholly-owned subsidiaries operating in Argentina, Brazil, Canada, Japan, Puerto Rico and the United Kingdom, our majority-owned subsidiaries operating in five countries in Central America, and in Chile and Mexico, our joint ventures in India and China and our other controlled subsidiaries in China.

As of the end of fiscal 2010, we operated 803 discount stores, 2,747 supercenters, 158 Neighborhood Markets and 596 Sam's Clubs in the United States. Our International segment operated units in Argentina (43), Brazil (434), Canada (317), Chile (252), Costa Rica (170), El Salvador (77), Guatemala (164), Honduras (53), India (1), Japan (371), Mexico (1,469), Nicaragua (55), Puerto Rico (56) and the United Kingdom (371) at the end of fiscal 2010. We also operated 279 stores in China through a combination of joint ventures and other controlled subsidiaries at the end of fiscal 2010. As of the end of fiscal 2010, our Indian business consisted of wholesale cash-and-carry and back-end supply chain management operations through our joint venture with Bharti Enterprises and technical support to the retail stores of Bharti Retail through a franchise agreement.

Our Business Segments

The company is engaged in the operations of retail stores located in all 50 states of the United States, our wholly-owned subsidiaries in Argentina, Brazil, Canada, Japan, Puerto Rico and the United Kingdom, our majority-owned subsidiaries in Central America, Chile and Mexico and our joint ventures in India and China and our other controlled subsidiaries in China. The company defines our segments as those business units whose operating results our chief operating decision maker ("CODM") regularly reviews to analyze performance and allocate resources.

The Walmart U.S. segment includes the company's mass merchant concept in the United States operating under the "Walmart" or "Wal-Mart" brand, as well as walmart.com. The International segment consists of the company's operations outside of the 50 United States. The Sam's Club segment includes the warehouse membership clubs in the United States, as well as samsclub.com.

The company measures the results of its segments using each segment's operating income which includes certain corporate overhead allocations. From time to time, we revise the measurement of each segment's operating income, including any corporate overhead allocations, as dictated by the information regularly reviewed by our CODM. When we do so, the segment operating income for each segment affected by the revisions is restated for all periods presented to maintain comparability.

Walmart U.S. Segment

The Walmart U.S. segment had net sales of $258.2 billion, $255.3 billion and $238.9 billion for the fiscal years ended January 31, 2010, 2009 and 2008, respectively. During the most recent fiscal year, no single discount store, supercenter or Neighborhood Market location accounted for as much as 1% of total company net sales.

General. As a mass merchandiser of consumer products, the Walmart U.S. segment operates retail stores in all 50 states, with supercenters in 48 states, discount stores in 47 states and Neighborhood Markets in 16 states. Supercenters range in size from 80,000 square feet to 260,000 square feet, with an average size of approximately 185,000 square feet. Our discount stores range in size from 30,000 square feet to 219,000 square feet, with an average size of approximately 108,000 square feet. Neighborhood Markets range in size from 14,000 square feet to 62,000 square feet, with an average size of approximately 42,000 square feet. From time to time, Walmart U.S. tests different store formats to meet market demands and needs. Customers can also purchase a broad assortment of merchandise and services online at www.walmart.com .

WALMART U.S. SEGMENT
STORE COUNT AND SQUARE FOOTAGE [1]

	Walmart U.S. Supercenters					Walmart U.S. Discount Stores				
Fiscal Year	Opened	Closed	Conversions [2]	Total	Square Footage	Opened	Closed	Conversions [2]	Total	Square Footage
Balance Forward				1,713	320,056				1,353	135,481
2006	101	—	166	1,980	370,711	24	(2)	(166)	1,209	123,607
2007	132	(3)	147	2,256	421,211	15	(2)	(147)	1,075	114,507
2008	82	—	109	2,447	456,516	7	(2)	(109)	971	104,561
2009	87	—	78	2,612	486,625	2	(4)	(78)	891	96,304
2010	49	—	86	2,747	509,475	—	(2)	(86)	803	86,869

	Walmart U.S. Neighborhood Markets				Total Walmart U.S. Segment			
Fiscal Year	Opened	Closed	Total	Square Footage	Opened [3]	Closed	Total	Square Footage
Balance Forward			85	3,621			3,151	459,158
2006	15	—	100	4,218	140	(2)	3,289	498,536
2007	12	—	112	4,672	159	(5)	3,443	540,390
2008	20	—	132	5,552	109	(2)	3,550	566,629
2009	23	(2)	153	6,370	112	(6)	3,656	589,299
2010	5	—	158	6,564	54	(2)	3,708	602,908

(1) "Total" and "Square Footage" columns are as of January 31 for the years shown. Square footage is reported in thousands.

(2) Includes expansions, relocations and conversions of discount stores to supercenters.

(3) Total opened, net of expansions, relocations and conversions of discount stores to supercenters.

Merchandise. Walmart U.S. does business in six strategic merchandise units, listed below, across several store formats including discount stores, supercenters and Neighborhood Markets.

- Grocery consists of a full line of grocery items, including meat, produce, deli, bakery, dairy, frozen foods, floral and dry grocery, as well as consumables such as health and beauty aids, household chemicals, paper goods and pet supplies;
- Entertainment contains electronics, toys, cameras and supplies, photo processing services, cellular phones, cellular service plan contracts and prepaid service;
- Hardlines consist of fabrics and crafts, stationery and books, automotive accessories, hardware and paint, horticulture and accessories, sporting goods, outdoor entertaining and seasonal merchandise;
- Apparel includes apparel for women, girls, men, boys and infants, shoes and jewelry;
- Health and Wellness includes pharmacy and optical services; and
- Home includes home furnishings, housewares and small appliances.

The Walmart U.S. segment also offers financial services and products, including money orders, wire transfers, check cashing and bill payment.

Nationally advertised merchandise represents a significant portion of sales in the Walmart U.S. segment. We also market lines of merchandise under our private-label store brands including “Great Value,” “Equate,” “Ol’ Roy,” “Spring Valley,” “Parent’s Choice,” “Marketside,” “Oak Leaf,” “Prima Della,” “Everstart,” “Faded Glory,” “No Boundaries,” “George,” “Athletic Works,” “Secret Treasures,” “Puritan,” “Hometrends,” “Mainstays,” “Ozark Trail,” “White Stag” and “Canopy.” The company also markets lines of merchandise under licensed brands, some of which include “General Electric,” “Black & Decker,” “Rival,” “Disney,” “Better Homes & Gardens,” “OP,” “Starter,” “Danskin Now” and “Just My Size.”

Sales for the Walmart U.S. segment by strategic merchandise unit were as follows during the fiscal year ended:

	January 31,	
STRATEGIC MERCHANDISE UNITS	**2010**	**2009**
Grocery	51%	49%
Entertainment	13%	13%
Hardlines	11%	12%
Apparel	10%	11%
Health and Wellness	10%	10%
Home	5%	5%
Total	100%	100%

Operations. Hours of operation for nearly all supercenters and an increasing number of discount stores and Neighborhood Markets are 24 hours each day. Hours of operation for the remaining supercenters, discount stores and Neighborhood Markets vary by location, but are generally 7:00 a.m. to 10:00 or 11:00 p.m., seven days a week. We accept a variety of payment methods including credit cards, debit cards, EBT cards, a private-label store credit card issued by a third-party provider and online payments through PayPal. In addition, our pharmacy and optical departments accept payments for products and services through our customers’ health benefit plans.

Seasonal Aspects of Operations. The Walmart U.S. segment’s business is seasonal to a certain extent. Generally, its highest volume of sales occurs in the fourth fiscal quarter, which includes the holiday season, and the lowest volume occurs during the first fiscal quarter.

Competition. Our supercenters compete with other supercenter-type stores, hypermarts, discount stores, supermarkets, department, drug, variety and specialty stores, many of which are national or regional chains. Our discount stores and Neighborhood Markets compete with other discount, department, drug, variety and specialty stores and supermarkets, many of which are national or regional chains. We also compete with internet-based retailers and catalog businesses and with other retailers for new store sites.

Our ability to develop the right locations and offer value and service to our customers largely determines our competitive position within the retail industry. We employ many programs designed to meet competitive pressures within our industry. These programs include the following:

- EDLP – our commitment to price leadership and our pricing philosophy under which we price items at a low price every day so our customers trust that our prices will not change under frequent promotional activity;

- Rollbacks – our commitment to continually pass cost savings on to the customer by lowering prices on selected goods;
- Store of the Community – a program to ensure that the merchandise assortment in a particular store fits the demographic needs of the local community in which that store is located;
- Clean, Fast and Friendly – our commitment to deliver a great customer experience through fast, friendly service in a clean environment;
- Win, Play and Show – a strategy to select a merchandise assortment based on our growth potential, economies of scale and customer credibility in each business;
- Save Even More – a strategy to meet or be below a competitor's advertised price on key value items; and
- Project Impact – a program to clarify merchandise offerings, improve customer experience, and increase productivity.

We offer a broad assortment of merchandise that provides one-stop shopping, in-stock levels that provide confidence to our customers that we will have what they need and operating hours that allow customers to shop at their convenience. We believe these factors provide us with additional competitive advantages.

Distribution. During fiscal 2010, approximately 79% of the Walmart U.S. segment's purchases of merchandise were shipped to the segment's stores through our distribution centers. The balance of merchandise purchased was shipped directly to stores from suppliers. General merchandise is transported to stores primarily through our private truck fleet. However, we contract with common carriers to transport the majority of our perishable and dry grocery merchandise.

Our Walmart U.S. segment operations are supported by 120 distribution facilities as of January 31, 2010, located strategically throughout the continental United States. Of these 120 distribution facilities, we owned and operated 105. Third parties owned and operated the remaining 15 distribution facilities. During fiscal 2010, the company opened a third-party return center and dot com facility; one owned return center and two third-party facilities were closed. In addition to servicing the Walmart U.S. segment, some of our Walmart distribution centers also service our Sam's Club segment for certain items.

International Segment

The International segment's net sales for the fiscal years ended January 31, 2010, 2009 and 2008, were $100.1 billion, $98.8 billion and $90.6 billion, respectively. During the most recent fiscal year, no single unit accounted for as much as 1% of total company net sales.

General. Our International segment is comprised of our wholly-owned subsidiaries operating in Argentina, Brazil, Canada, Japan, Puerto Rico and the United Kingdom, our majority-owned subsidiaries operating in five countries in Central America, and in Chile and Mexico, our joint ventures in India and China and our other controlled subsidiaries in China.

INTERNATIONAL SEGMENT
UNIT COUNT AND SQUARE FOOTAGE (1)

(In thousands)	Argentina		Brazil		Canada		Central America		Chile		China	
Fiscal Year	Unit Count	Square Footage	Unit Count	Square Footage	Unit Count	Square Footage	Unit Count	Square Footage	Unit Count	Square Footage	Unit Count	Square Footage
Balance Forward	11	2,175	149	11,393	262	29,953	—	—	—	—	43	7,550
2006	11	2,175	295	23,225	278	31,730	—	—	—	—	56	10,261
2007	13	2,427	299	23,789	289	33,591	413	7,128	—	—	73	13,583
2008	21	3,789	313	24,958	305	36,590	457	7,822	—	—	202	36,391
2009	28	4,301	349	26,594	318	39,501	502	8,277	197	9,564	225	39,973
2010	43	5,185	434	28,695	317	40,225	519	8,441	252	10,437	279	49,401

	Japan (2)		India		Mexico		Puerto Rico		United Kingdom		Total International	
Fiscal Year	Unit Count	Square Footage	Unit Count	Square Footage	Unit Count	Square Footage	Unit Count	Square Footage	Unit Count	Square Footage	Unit Count	Square Footage
Balance Forward	—	—	—	—	679	39,133	54	3,596	282	23,328	1,480	117,128
2006	375	26,725	—	—	774	44,655	54	3,774	315	25,532	2,158	168,077
2007	369	26,887	—	—	889	50,401	54	3,829	335	26,800	2,734	188,435
2008	371	24,532	—	—	1,023	56,804	54	3,829	352	27,868	3,098	222,583
2009	371	24,478	—	—	1,201	63,067	56	4,037	358	29,011	3,605	248,803
2010	371	24,258	1	50	1,469	69,067	56	4,082	371	30,053	4,112	269,894

(1) International unit counts, with the exception of Canada and Puerto Rico, are stated as of December 31, 2009 for fiscal 2010 and December 31, 2008 for fiscal 2009 to correspond with their Balance Sheet date. Balances prior to fiscal 2009 are stated as of January 31 of the corresponding fiscal year. Excludes units and square footage for our operations in Germany and South Korea, which we disposed of in October 2006. Square footage is reported in thousands.

(2) Excludes 43 Wakana units, which are take-out restaurants generally less than 1,000 square feet in size. Also excludes 23 Seiyu stores, which have closed or will close in fiscal 2011.

International unit counts and operating formats [1]:

Country	Supermarkets	Discount Stores	Supercenters	Hypermarkets	Other	Total
Argentina	—	—	24	—	19	43
Brazil [2]	157	—	45	65	167	434
Canada	—	233	84	—	—	317
Chile	47	110	—	93	2	252
China	—	—	167	104	8	279
Costa Rica	25	127	—	6	12	170
El Salvador	25	50	—	2	—	77
Guatemala	28	113	—	7	16	164
Honduras	7	39	—	1	6	53
India	—	—	—	—	1	1
Japan	259	—	—	111	1	371
Mexico [3]	202	246	169	—	852	1,469
Nicaragua	7	48	—	—	—	55
Puerto Rico	30	7	8	—	11	56
United Kingdom	57	—	29	261	24	371
Grand Total	**844**	**973**	**526**	**650**	**1,119**	**4,112**

(1) International unit counts, with the exception of Canada and Puerto Rico, are stated as of December 31, 2009 for fiscal 2010 to correspond with their Balance Sheet date.

(2) “Other” format includes 23 Sam’s Clubs, 43 cash-n-carry stores, 100 combination discount and grocery stores and 1 general merchandise store.

(3) “Other” format includes 98 Sam’s Clubs, 308 combination discount and grocery stores, 86 department stores and 360 restaurants.

Merchandise. The merchandising strategy for the International segment is similar to that of our operations in the United States in terms of the breadth and scope of merchandise offered for sale. While brand name merchandise accounts for a majority of sales, numerous store brands not found in the United States have been developed to serve customers in the different markets in which the International segment operates. In addition, steps have been taken to develop relationships with local suppliers in each country to ensure reliable sources of quality merchandise.

Operations. The hours of operation for operating units in the International segment vary by country and by individual markets within countries, depending upon local and national ordinances governing hours of operation. We accept a variety of payment methods including credit cards, debit cards and private-label store credit cards issued by third-party providers. Other consumer finance programs exist in certain markets to facilitate the purchase of goods by the customer.

Across the International segment, we are leveraging best practices, lessons from multiple store formats and global sourcing practices. In addition, relationships with key global suppliers continue to help us leverage our volumes across countries.

Seasonal Aspects of Operations. The International segment’s business is seasonal to a certain extent. Generally, a large volume of sales occur in our fourth fiscal quarter. The seasonality of the business varies by country due to different national and religious holidays, festivals and customs, as well as different climatic conditions.

Competition. The International segment competes with a variety of local, national and international chains in the supermarket, discount, department, drug, variety and specialty stores, supercenter-type stores, hypermarts, wholesale clubs, internet-based retailers and catalog businesses in each of the countries in which we operate. We also operate local, national and international restaurant chains in Mexico, and consumer finance operations in Chile and in Mexico. Our ability to offer our customers low prices on quality merchandise that offers exceptional value in the International segment determines, to a large extent, our competitive position. In our international units, our ability to operate the food departments effectively has a major impact on the segment’s competitive position in the markets where we operate.

Distribution. We utilize a total of 132 distribution facilities located in Argentina, Brazil, Canada, Chile, China, Costa Rica, El Salvador, Guatemala, Honduras, Japan, Mexico, Nicaragua, Puerto Rico and the United Kingdom, including two export

consolidation facilities in the United States. Through these facilities, we process and distribute both imported and domestic products to the operating units of the International segment. During fiscal 2010, approximately 83% of the International segment's purchases flowed through these distribution facilities. Suppliers ship the balance of the International segment's purchases directly to our stores in the various countries in which we operate. Of these 132 distribution facilities, we owned and operated 34 and leased and operated 37. Third parties owned and operated the remaining 61 distribution facilities.

Sam's Club Segment

The Sam's Club segment had net sales of $46.7 billion, $46.9 billion and $44.3 billion for the fiscal years ended January 31, 2010, 2009 and 2008, respectively. During the most recent fiscal year, no single club location accounted for as much as 1% of total company net sales.

General. As a membership club warehouse, we operate Sam's Clubs in 48 states. Facility sizes for Sam's Clubs generally range between 71,000 and 190,000 square feet, with an average size of approximately 133,000 square feet. Sam's Club also provides its members with a broad assortment of merchandise and services online at www.samsclub.com .

SAM'S CLUB SEGMENT
CLUB COUNT AND SQUARE FOOTAGE (1)

Fiscal Year	Opened	Closed	Total	Square Footage
Balance Forward			551	70,677
2006	17	(1)	567	73,391
2007	15	(3)	579	76,270
2008	12	—	591	78,236
2009	11	—	602	79,906
2010	6	(12)	596	79,401

(1) "Total" and "Square Footage" columns are as of January 31 for the years shown. Square footage is reported in thousands.

Merchandise. Sam's Club offers brand name merchandise, including hardgoods, some softgoods and selected private-label items including "Member's Mark," "Bakers & Chefs" and "Sam's Club" brands in five categories, listed below, within the warehouse club format.

- Food & Beverages, including dairy, meat, bakery, deli, produce, dry, chilled or frozen packaged foods, alcoholic and nonalcoholic beverages, floral and other grocery items;
- Health and Wellness, including pharmacy and optical services, HBA, OTC, paper goods, laundry and home care, baby care, pet supplies and restaurant supplies;
- Technology, Office and Entertainment, including electronics, wireless, software, video games, movies, books, music, toys, office supplies, office furniture and photo processing;
- Home and Apparel, including home improvement, outdoor living, grills, gardening, furniture, apparel, jewelry, house wares, seasonal items, mattresses and small appliances; and
- Tobacco/Candy and Fuel/Auto, including snack foods, tobacco, tools and power equipment, tire and battery centers and gasoline stations.

Sales for the Sam's Club segment by general merchandise category were as follows during the fiscal year ended:

	January 31,	
CATEGORY	2010	2009
Food & Beverage	39%	39%
Health & Wellness	19%	18%
Technology, Office & Entertainment	10%	10%
Home & Apparel	8%	9%
Tobacco/Candy & Fuel/Auto	24%	24%
Total	100%	100%

Operations. Operating hours for Sam's Clubs are Monday through Friday from 10:00 a.m. to 8:30 p.m., Saturday from 9:00 a.m. to 8:30 p.m. and Sunday from 10:00 a.m. to 6:00 p.m. Additionally, all club locations offer a Gold Key program that permits business members to shop before the regular operating hours Monday through Saturday, starting at 7:00 a.m.

Sam's Clubs are membership-only operations. A variety of payment methods are accepted at our clubs, including debit cards, certain types of credit cards, and a private label and co-branded Discover credit cards issued by a third-party provider. In addition, our pharmacy and optical departments accept payments for products and services through our customers' health benefit plans.

Members include both business owners and individual consumers. Individual consumers are referred to as Advantage members. The annual membership fee for an individual Advantage member is $40 for the primary membership card, with a spouse/household card available at no additional cost. The annual membership fee for business members is $35 for the primary membership card, with a spouse/household card available at no additional cost. In addition, business members can add up to eight business associates to their business account for $35 each. Sam's Club PLUS is a premium membership program that offers additional benefits and services. The annual fee for a Primary PLUS member (Business or Advantage) is $100. In addition, Business Plus primary members can add up to 16 business associates to their business membership for $35 each.

Seasonal Aspects of Operations. The Sam's Club segment's business is seasonal to a certain extent. Generally, its highest volume of sales occurs in the fourth fiscal quarter, which includes the holiday season, and the lowest volume occurs during the first fiscal quarter.

Competition. Sam's Club competes with other warehouse clubs, as well as with discount retailers, retail and wholesale grocers, general merchandise wholesalers and distributors, internet-based retailers and catalog businesses. Sam's Club competes with other retailers and warehouse clubs for desirable new club sites. Our ability to offer low prices and quality merchandise to meet the needs of our members largely determines our competitive position in the warehouse club industry.

Distribution. During fiscal 2010, approximately 63% of the Sam's Club segment non-fuel purchases were shipped from the Sam's Club segment's dedicated distribution facilities and some of the Walmart U.S. segment's distribution centers for certain items. Suppliers shipped the balance of the Sam's Club purchases directly to Sam's Club locations. As of January 31, 2010, our Sam's Club segment operations were supported by 26 distribution facilities located strategically throughout the continental United States. Of these 26 distribution facilities, we owned and operated eight. Third parties owned and operated the remaining 18 distribution facilities.

The principal focus of our Sam's Club's distribution operations is on crossdocking merchandise, while stored inventory is minimized. Crossdocking is a distribution process under which shipments are directly transferred from inbound to outbound trailers. Shipments typically spend less than 24 hours in a crossdock facility, sometimes less than an hour.

Sam's Club uses a combination of our private truck fleet, as well as common carriers to transport non-perishable merchandise from distribution centers to clubs. We contract with common carriers to transport perishable grocery merchandise from distribution centers to clubs.

Other Segment Information

Certain financial information relating to our segments is included in our Annual Report to Shareholders under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations" and in Note 14 to our Consolidated Financial Statements included therein, which information is incorporated herein by reference. Note 14 includes information regarding our net revenues received from external customers and the total assets of continuing operations we held in the United States and the other countries in which we operate. Portions of our Annual Report to Shareholders are included as an exhibit to this Annual Report on Form 10-K.

Employees

As of the end of fiscal 2010, the company and its subsidiaries employed approximately 2.1 million employees ("associates") worldwide, with approximately 1.4 million associates in the United States and 700,000 associates internationally. Similar to other retailers, the company has a large number of part-time, hourly or non-exempt employees and experiences significant turnover in employees each year. In the United States, the company offers a broad range of company-paid benefits to our associates, including the Walmart Profit Sharing and 401(k) Plan, store discount cards or Sam's Club memberships, bonuses based on company performance, matching a portion of purchases in the Associate Stock Purchase Program, and life insurance. The company also offers health-care benefits to eligible full-time and part-time associates. The company's medical plan has no lifetime maximum benefit for most expenses.

In our operations outside the United States, the company provides a variety of associate benefits that vary based on customary local practices and statutory requirements.

Our Website and Availability of SEC Reports and Other Information

Our corporate website is located at www.walmartstores.com . We file with or furnish to the SEC Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendment to those reports, proxy statements and annual reports to shareholders, and, from time to time, other documents. The reports and other documents filed with or furnished to the SEC are available to investors on or through our corporate website free of charge as soon as reasonably practicable after we electronically file them with or furnish them to the SEC. In addition, the public may read and copy any of the materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, NE, Washington DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an internet site that contains reports, proxy and information statements and other information regarding issuers, such as the company, that file electronically with the SEC. The address of that website is http://www.sec.gov . Our SEC filings, our Senior Financial Officer Code of Ethics and our Statement of Ethics can be found on the Investor Relations page of our website at www.walmartstores.com/investors . These documents are available in print to any shareholder who requests a copy by writing or calling our Investor Relations Department, which is located at our principal offices.

A description of any substantive amendment or waiver of Walmart's Code of Ethics for the CEO and Senior Financial Officers will be disclosed on the Investor Relations page of our website at www.walmartstores.com under the Corporate Governance section. Any such description will be located on our website for a period of 12 months following the amendment or waiver.

ITEM 1A. RISK FACTORS

The risks described below could materially and adversely affect our business, results of operations, financial condition and liquidity. These risks are not the only risks that we face. Our business operations could also be affected by additional factors that apply to all companies operating in the United States and globally, as well as other risks that are not presently known to us or that we currently consider to be immaterial to our operations.

General economic factors, both domestically and internationally, may adversely affect our financial performance.

General economic conditions, globally or in one or more of the markets we serve, may adversely affect our financial performance. In the United States, higher interest rates, higher fuel and other energy costs, weakness in the housing market, inflation, deflation, higher levels of unemployment, decreases in consumer disposable income, unavailability of consumer credit, higher consumer debt levels, fluctuations in currency exchange rates, higher tax rates and other changes in tax laws, other regulatory changes, overall economic slowdown and other economic factors could adversely affect consumer demand for the products and services we sell through our Walmart U.S. segment and Sam's Club segment, change the mix of products we sell to one with a lower average gross margin, cause a slowdown in discretionary purchases of goods and result in slower inventory turnover and greater markdowns on inventory. Higher levels of unemployment, inflation, deflation, decreases in consumer disposable income, changes in tax and other laws, higher fuel and other energy costs, weakness in the local housing market, fluctuations in currency exchange rates, currency devaluations and other adverse developments in the economies of the other countries in which we operate may adversely affect consumer demand for our merchandise in those countries, especially those countries in which average incomes are significantly lower than in the United States. These conditions may adversely affect our gross margins, cost of sales, inventory turnover and markdowns or otherwise adversely affect our operations and operating results in our International segment.

Higher interest rates, higher fuel and other energy costs, transportation costs, inflation, higher costs of labor, insurance and healthcare, foreign exchange rates fluctuations, higher tax rates and other changes in tax laws, the imposition of measures that create barriers to or increase the costs associated with international trade, changes in other laws and regulations and other economic factors in the United States and other countries in which we have operations can increase our cost of sales and operating, selling, general and administrative expenses, and otherwise adversely affect our domestic and international operations and our operating results. The economic factors that affect our operations, also affect the operations and economic viability of our suppliers from whom we purchase goods, a factor that can result in an increase in the cost to us of the goods we sell to our customers or, in more extreme cases, could result in certain suppliers not producing goods in the volume typically available to us for sale.

We may face impediments to our expansion in the United States, including conversions of discount stores into supercenters, which may adversely affect our financial performance.

Our expansion strategy depends upon our ability to execute our retail concepts successfully in new markets within the United States and upon our ability to increase the number of stores in markets in which we currently have operations. Our ability to open additional supercenters, discount stores, Neighborhood Markets and Sam's Clubs and to convert existing discount stores into supercenters depends in large measure upon our ability to locate, hire and retain qualified personnel and to acquire new store sites on acceptable terms. Local land use and other regulations restricting the construction of buildings of the type in which we operate our various formats, as well as local community action opposed to the location of specific stores at specific sites and the adoption of certain local laws restricting our operations, may affect our ability to open new stores and clubs, to convert discount stores into supercenters or to relocate or expand existing units in certain cities and states. Increased real estate, construction and development costs could limit our growth opportunities and our ability to convert our discount stores into supercenters. If we are unable to open new supercenters, discount stores, Neighborhood Markets or Sam's Clubs or continue to convert discount stores into supercenters, our financial performance, such as net sales and operating income growth, could be adversely affected. In addition, if consumers in the markets into which we expand are not receptive to our retail concepts or are otherwise not receptive to our presence in a market, our financial performance could be adversely affected.

Impediments to the expansion of our International operations could adversely affect our financial performance.

Our business strategy for our International segment includes expansion by selective acquisitions and strategic alliances that add new stores and markets to our existing International business, as well as opening new units in the countries in which we have existing operations. In the countries in which we have existing operations, new units may be opened in the formats already existing in those countries or may be opened in newly introduced formats, such as supercenters or Sam's Clubs, not previously operated in those markets. As in the United States, our ability to open new stores or to expand or relocate existing stores in a market served by our International segment depends in large measure upon our ability to locate, hire and retain qualified personnel and our ability to acquire new store sites on acceptable terms. Local laws can affect our ability to acquire attractive pre-existing buildings in which to locate units or sites on which to build new units or to expand existing units. In addition, access to local suppliers of certain types of goods may limit our ability to add new units or to expand product selections in existing units in certain markets. Moreover, cultural differences in some markets into which we expand or into which we introduce new retail concepts may result in the consumers in those markets not being as receptive to our retail concepts as we anticipate those consumers will be and may make an effective response to such issues more difficult to achieve. If we do not effectively execute our expansion plans for our International segment, our financial performance could be adversely affected.

We may be unable to continue to identify suitable acquisition candidates at acceptable prices and may not be successful in completing the acquisition of any such candidate identified. Although we ultimately believe we will be able to successfully integrate any newly acquired operations into our existing operations, no certainty exists that future acquisitions or alliances will be successfully integrated into our operations or can be successfully integrated in a reasonable time. Our failure to identify appropriate candidates for acquisition or alliance or to integrate effectively future acquisitions and alliances into our existing operations could adversely affect the growth of our International segment and our future financial performance.

Failure to attract and retain qualified associates, changes in laws and other labor issues could adversely affect our financial performance.

Our ability to continue to expand our operations in the United States and abroad depends on our ability to attract and retain a large and growing number of qualified associates. Our ability to meet our labor needs, including our ability to find qualified personnel to fill positions that become vacant at our existing stores, clubs and distribution centers, while controlling our associate wage and related labor costs, is generally subject to numerous external factors, including the availability of a sufficient number of qualified persons in the work force of the markets in which we are located, unemployment levels within those markets, prevailing wage rates, changing demographics, health and other insurance costs and adoption of new or revised employment and labor laws and regulations. If we are unable to locate, to attract or to retain qualified personnel, if our costs of labor or related costs increase significantly or if new or revised labor laws, rules or regulations are adopted, our financial performance could be affected adversely.

We face strong competition from other retailers and wholesale club operators, which could adversely affect our financial performance.

The retail business is highly competitive. Each of our business segments competes for customers, employees, store sites, products and services and in other important aspects of its business with many other local, regional and national retailers, both in the United States and in the foreign countries in which we have operations. Our Walmart U.S. segment competes with

retailers operating discount, department, drug, variety and specialty stores, supermarkets, supercenter-type stores and hypermarts, as well as internet-based retailers and catalog businesses. Our Sam's Club segment competes with other wholesale club operators, as well as discount retailers, retail and wholesale grocers and general merchandise wholesalers and distributors, as well as internet-based retailers, wholesalers and catalog businesses. Internationally, we compete with retailers who operate department, drug, variety and specialty stores, supermarkets, supercenter-type stores, hypermarts, wholesale clubs, internet-based retailers and catalog businesses. Such retailers and wholesale club operators compete in a variety of ways, including merchandise selection and availability, services offered to customers, location, store hours, in-store amenities and price. Our ability to offer value and service to our customers through various programs, including EDLP, Rollbacks and Store of the Community, have allowed us to compete successfully against our competitors in most instances. Where necessary to compete effectively with competitors who price merchandise at points lower than the prices we set under our EDLP philosophy, we will lower our prices on goods for sale. Our ability to respond effectively to competitive pressures and changes in the retail markets could adversely affect our financial performance. See "Item 1. Business" above for additional discussion of our competitive situation in our various operating segments.

Although the retail industry as a whole is highly fragmented, certain segments of the retail industry are currently undergoing some consolidation, which could result in increased competition and significantly alter the dynamics of the retail marketplace. Such consolidation may result in competitors with greatly improved financial resources, improved access to merchandise, greater market penetration than they previously enjoyed and other improvements in their competitive positions. Such business combinations could result in the provision of a wider variety of products and services at competitive prices by such consolidated companies, which could adversely affect our financial performance.

Risks associated with the suppliers from whom our products are sourced and the safety of those products could adversely affect our financial performance.

The products we sell are sourced from a wide variety of domestic and international suppliers. Global sourcing of many of the products we sell is an important factor in our financial performance. All of our suppliers must comply with applicable laws, including labor and environmental laws, and otherwise be certified as meeting our required supplier standards of conduct. Our ability to find qualified suppliers who meet our standards, and to access products in a timely and efficient manner is a significant challenge, especially with respect to suppliers located and goods sourced outside the United States. Political and economic instability in the countries in which foreign suppliers are located, the financial instability of suppliers, suppliers' failure to meet our supplier standards, labor problems experienced by our suppliers, the availability of raw materials to suppliers, merchandise quality issues, currency exchange rates, transport availability and cost, transport security, inflation, and other factors relating to the suppliers and the countries in which they are located are beyond our control. In addition, the United States' foreign trade policies, tariffs and other impositions on imported goods, trade sanctions imposed on certain countries, the limitation on the importation of certain types of goods or of goods containing certain materials from other countries and other factors relating to foreign trade are beyond our control. These and other factors affecting our suppliers and our access to products could adversely affect our financial performance.

Our customers count on us to provide them with safe products. Concerns regarding the safety of food and non-food products that we source from our suppliers and then sell could cause shoppers to avoid purchasing certain products from us, or to seek alternative sources of supply for all of their food and non-food needs, even if the basis for the concern is outside of our control. Any lost confidence on the part of our customers would be difficult and costly to reestablish. As such, any issue regarding the safety of any food and non-food items we sell, regardless of the cause, could adversely affect our financial performance.

Our International operations subject us to risks associated with the legislative, judicial, accounting, regulatory, political and economic risks and conditions specific to the countries or regions in which we operate, which could adversely affect our financial performance.

We currently conduct operations in Argentina, Brazil, Canada, Chile, Costa Rica, El Salvador, Guatemala, Honduras, Japan, Mexico, Nicaragua, Puerto Rico, and the United Kingdom, as well as through joint venture agreements in China and India and our other controlled subsidiaries in China. During fiscal 2010, our International operations generated 24.7% of our net sales. As a result of our expansion activities in foreign countries, we expect that our International operations could account for a larger portion of our net sales in future years. Our future operating results in these countries or in other countries or regions throughout the world could be negatively affected by a variety of factors, most of which are beyond our control. These factors include political conditions, including political instability, economic conditions, legal and regulatory constraints, trade policies, both of the United States and of the other countries in which we operate, currency regulations, and other matters in any of the countries or regions in which we operate, now or in the future. Foreign currency exchange rates and fluctuations may have an impact on our future costs or on future cash flows from our International operations, and could adversely affect our financial performance.

Moreover, the economies of some of the countries in which we have operations have in the past suffered from high rates of inflation and currency devaluations, which, if they occurred again, could adversely affect our financial performance. Other factors which may impact our International operations include foreign trade, monetary and fiscal policies both of the United States and of other countries, laws, regulations and other activities of foreign governments, agencies and similar organizations, and risks associated with having numerous facilities located in countries which have historically been less stable than the United States. Additional risks inherent in our International operations generally include, among others, the costs and difficulties of managing international operations, adverse tax consequences and greater difficulty in enforcing intellectual property rights in countries other than the United States. The various risks inherent in doing business in the United States generally also exist when doing business outside of the United States, and may be exaggerated by the difficulty of doing business in numerous sovereign jurisdictions due to differences in culture, laws and regulations.

Natural disasters and geo-political events could adversely affect our financial performance.

The occurrence of one or more natural disasters, such as hurricanes, floods and earthquakes, other weather conditions, whether as a result of climate change or otherwise, such as major winter storms, droughts and tornados, and geo-political events, such as civil unrest in a country in which we operate or in which our suppliers are located or terrorist attacks, both internationally and domestically, could adversely affect our operations and financial performance. Such events could result in physical damage to one or more of our properties, the closure of one or more stores, clubs and distribution centers, the lack of an adequate work force in a market, the temporary or long-term disruption in the supply of products from some local and overseas suppliers, the disruption in the transport of goods from overseas, the disruption or delay in the delivery of goods to our distribution centers or stores within a country in which we are operating, the reduction in the availability of products in our stores, the disruption of utility services to our stores and our facilities, and disruption in our communications with our stores. These factors could otherwise disrupt and adversely affect our operations and financial performance.

The significant property damage experienced by the company and others resulting from the hurricanes in fiscal year 2006 resulted in substantial increases in property insurance premiums and limitations in coverage offered by the property insurance markets to us and others. The insurance coverage offered to the company for named windstorms, such as hurricanes and tropical storms, was substantially more limited and carried higher premiums than the coverage previously available to us. As a result, the company has chosen to be primarily self-insured for losses that may result from named windstorms.

We are subject to certain legal proceedings that may adversely affect our results of operations, financial condition and liquidity.

We are involved in a number of legal proceedings, which include consumer, employment, tort and other litigation. Certain of these lawsuits, if decided adversely to us or settled by us, may result in liability material to our results of operations, financial condition and liquidity. We are currently a defendant in numerous cases containing class-action allegations in which the plaintiffs have brought claims under federal and state wage and hour laws. In addition, we are a defendant in *Dukes v. Wal-Mart Stores, Inc.* , a class-action lawsuit brought on behalf of all past and present female employees in all of our retail stores and wholesale clubs in the United States. The class as certified in *Dukes* currently includes present and former female associates. The plaintiffs in this case allege that we have engaged in a pattern and practice of discriminating against women in promotions, pay, training and job assignments and seek, among other things, injunctive relief, front pay, back pay, punitive damages and attorneys' fees. On June 4, 2004, the U.S. district court hearing this case issued an order granting in part and denying in part the plaintiffs' motion for class certification, which we have appealed. On February 6, 2007, a divided three-judge panel of the United States Court of Appeals for the Ninth Circuit upheld the district court's ruling. On February 20, 2007, the company filed a petition asking that the decision be reconsidered by a larger panel of the Court of Appeals. On November 11, 2007, the three-judge panel withdrew its opinion of February 6, 2007, and issued a revised opinion. As a result, the company's Petition for Rehearing En Banc was denied as moot. The company filed a new Petition for Rehearing En Banc on January 8, 2008. On February 13, 2009, the court of appeals issued an Order granting the Petition. The court of appeals heard oral argument on the Petition on March 24, 2009. We discuss these cases and other litigation to which we are party in greater detail below under the caption "Item 3. Legal Proceedings" and in Note 11 to our Consolidated Financial Statements, which are part of our Annual Report to Shareholders which are incorporated by reference in this Annual Report on Form 10-K and are included as an exhibit to this Annual Report on Form 10-K.

If we do not maintain the security of customer-related information, we could damage our reputation with customers, incur substantial additional costs and become subject to litigation.

As do most retailers, we receive certain personal information about our customers. In addition, our online operations at www.walmart.com and www.samsclub.com depend upon the secure transmission of confidential information over public networks, including information permitting cashless payments. A compromise of our security systems that results in customer personal information being obtained by unauthorized persons could adversely affect our reputation with our customers and others, as well as our operations, results of operations, financial condition and liquidity, and could result in

litigation against us or the imposition of penalties. In addition, a security breach could require that we expend significant additional resources related to our information security systems and could result in a disruption of our operations, particularly our online sales operations.

We rely extensively on computer systems to process transactions, summarize results and manage our business. Disruptions in both our primary and secondary (back-up) systems could harm our ability to run our business. Implementation of a new financial system in fiscal year 2011, if not properly completed, could make financial information unavailable on a timely basis and delay our financial reporting.

Although we have independent, redundant and physically separate primary and secondary computer systems, given the number of individual transactions we have each year, it is critical that we maintain uninterrupted operation of our business critical computer systems. Our computer systems, including our back-up systems, are subject to damage or interruption from power outages, computer and telecommunications failures, computer viruses, security breaches, catastrophic events such as fires, tornadoes and hurricanes, and usage errors by our employees. If our computer systems and our back-up systems are damaged or cease to function properly, we may have to make a significant investment to fix or replace them, and we may suffer interruptions in our operations in the interim. Any material interruption in both of our computer systems and back-up systems may have a material adverse effect on our business or results of operations. In addition, we are pursuing complex initiatives to transform our information technology processes and systems, which will include, for many of our computer systems, establishing common processes across our lines of business. The risk of system disruption is increased when significant system changes are undertaken, although we believe that our change management process will mitigate this risk. If we fail to integrate our computer systems and processes we may fail to realize the cost savings anticipated to be derived from these initiatives.

In the second quarter of fiscal 2011, we expect to implement a new financial system in our U.S., Canada and Puerto Rico operations. The implementation of this new financial system relates to the largest portion of our business and will be a significant component of our internal controls over financial reporting. If the new financial system does not function properly upon implementation, we may be unable to produce information as needed to manage our business most efficiently or to accumulate and report financial information on a timely basis.

We may not timely identify or effectively respond to consumer trends, which could negatively affect our relationship with our customers, the demand for our products and services, and our market share.

It is difficult to predict consistently and successfully the products and services our customers will demand. The success of our business depends in part on our ability to identify and respond to evolving trends in demographics and consumer preferences. Failure to timely identify or effectively respond to changing consumer tastes, preferences and spending patterns could negatively affect our relationship with our customers, the demand for our products and services and our market share.

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 2. PROPERTIES

The number of discount stores, supercenters, Neighborhood Markets and Sam's Clubs located in each state in the United States and the number of units located in each of the countries in which we operate are disclosed as of fiscal year-end January 31, 2010 in our Annual Report to Shareholders under the caption "Fiscal 2010 End-of-Year Store Count" and are incorporated herein by reference. Portions of such Annual Report to Shareholders are included as an exhibit to this Annual Report on Form 10-K.

United States. As of January 31, 2010, in the United States, we owned 3,214 of the buildings in which discount stores, supercenters and Neighborhood Markets operated and 483 of the buildings in which our Sam's Clubs operated. Land on which our stores are located is either owned or leased by the company. In the United States, we lease the remaining buildings in which our stores and clubs operate from either commercial property developers pursuant to capital or operating lease arrangements or from local governmental entities in connection with industrial revenue bond financing arrangements. All store leases provide for annual rentals, some of which escalate during the original lease term. In some cases, the leases provide for additional rent based on sales volume. Substantially all of the company's store and club leases have renewal options, some of which include escalation clauses causing an increase in rents.

We use independent contractors to construct our buildings.

Our 120 Walmart U.S. and 26 Sam's Club distribution centers are located strategically throughout the continental United States. Of these 146 distribution facilities, we owned and operated 113 distribution facilities and third parties owned and operated the remaining 33 distribution facilities.

We own office facilities in Bentonville, Arkansas that serve as our home office and lease office facilities throughout the United States for our walmart.com operations and field management.

International. We operate our International segment stores and restaurants in a combination of owned and leased properties in each country in which our International segment operates. As of the end of fiscal 2010, we owned 33 properties in Argentina, 161 properties in Brazil, 117 properties in Canada, 125 properties in Chile, 1 property in China, 69 properties in Costa Rica, 9 properties in El Salvador, 14 properties in Guatemala, 7 properties in Honduras, 52 properties in Japan, 530 properties in Mexico, 25 properties in Nicaragua, 11 properties in Puerto Rico and 239 properties in the United Kingdom. The remaining operating units in each such country are leased on terms that vary from property to property. We utilize both owned and leased properties for office facilities in each country in which we are conducting business. As of the end of fiscal 2010, our International operations are supported by 132 distribution facilities. Of these 132 distribution facilities, we owned and operated 34 and leased and operated 37. Third parties owned and operated the remaining 61 distribution facilities.

For further information on our distribution centers, see the caption "Distribution" provided for each of our segments under "Item 1. Business."

ITEM 3. LEGAL PROCEEDINGS

I. SUPPLEMENTAL INFORMATION: We discuss certain legal proceedings pending against us in Note 11 to our Consolidated Financial Statements, which is captioned "Legal Proceedings," and refer you to that discussion for important information concerning those legal proceedings, including the basis for such actions and, where known, the relief sought. Our Consolidated Financial Statements and the notes thereto are included in our Annual Report to Shareholders. Portions of our Annual Report to Shareholders are an exhibit to this Annual Report on Form 10-K, and are incorporated herein by reference. We provide the following additional information concerning those legal proceedings which sets forth the name of the lawsuit, the court in which the lawsuit is pending, the date on which the petition commencing the lawsuit was filed and certain other information. In each lawsuit's name, the letters "WM" refer to Wal-Mart Stores, Inc.

Wage-and-Hour Class Actions: *Braun/Hummel v. WM* , Ct. of Common Pleas, Philadelphia County, PA, 3/20/02 & 8/30/04; *Bryan v. WM* , Superior Ct. of CA, Alameda County, 10/9/08; *Gellhaus v. WM,* USDC, Eastern Dist. of TX, 7/21/09; *Moore v. WM* , USDC, Dist. of OR, 12/7/05 (settled subject to court approval); *Klink v. WM,* USDC, Dist. of OR, 2/26/09(settled subject to court approval); *Smith/Ballard v. WM* , USDC, Northern Dist. of CA, 3/16/06 (settled subject to court approval).

Exempt Status Cases: *Salvador v. WM and Sam's West, Inc.* , USDC, Central Dist. of CA, Western Div., 12/22/05; *Sepulveda v. WM* , USDC, Central Dist. of CA, Western Div., 1/14/04; *Zinman v. WM* , USDC, Northern Dist. of CA, 05/08/09; *Bramble and Lynch v. WM,* USDC, Eastern Dist. of PA, 10/27/09; *Bramble v. WM,* Court of Common Pleas, Philadelphia County, PA; *Lynch v. WM,* Superior Ct., Plymouth County, MA, 10/27/09.

Gender Discrimination Cases: *Dukes v. WM* , USDC, Northern Dist. of CA, San Francisco Div., 6/19/01; 9th Circuit Ct. of Appeals, San Francisco, CA, 8/26/04; *EEOC (Smith) v. WM,* USDC, Eastern Dist. of KY, London Div., 8/24/01 (settled).

II. ENVIRONMENTAL MATTERS: Item 103 of SEC Regulation S-K requires disclosure of certain environmental matters. The following matters are disclosed in accordance with that requirement:

The District Attorney for Solano County, California, has alleged that the company's store in Vacaville, California, failed to comply with certain California statutes regulating hazardous waste and hazardous materials handling practices. Specifically, the County is alleging that the company improperly disposed of a limited amount of damaged or returned product containing dry granular fertilizer and pesticides on or about April 3, 2002. The parties are currently negotiating toward a resolution of this matter. While management cannot predict the ultimate outcome of this matter, management does not believe the outcome will have a material effect on the company's financial condition or results of operations.

The District Attorney for Orange County, California, has alleged that the company's store in Foothill Ranch, California, failed to comply with certain California statutes regulating hazardous waste and hazardous materials handling practices. Specifically, the County is alleging that the company improperly disposed of a limited amount of damaged product

containing dry granular pesticide on or about January 24, 2005. The parties are currently negotiating toward a resolution of this matter. While management cannot predict the ultimate outcome of this matter, management does not believe the outcome will have a material effect on the company's financial condition or results of operations.

The U.S. Environmental Protection Agency (the "EPA") approached a grocery industry group to resolve issues relating to refrigerant-handling practices and to reduce the use of ozone-depleting refrigerants in refrigeration equipment. The company then approached the EPA independently to address these issues, and proposed a plan for removing ozone-depleting refrigerants from certain types of refrigeration equipment. The parties are currently negotiating a resolution of this matter. While management cannot predict the ultimate outcome of this matter, management does not believe the outcome will have a material effect on the company's financial condition or results of operations.

In January 2007, Wal-Mart Puerto Rico, Inc. became aware that the U.S. Army Corps of Engineers (the "USACE") was concerned about alleged violations of a permit issued by that agency in 2003, for the fill of 0.23 acres of a creek and its contiguous wetlands during the construction of the Wal-Mart Store in Caguas, Puerto Rico. On January 19, 2007, Wal-Mart Puerto Rico responded to these issues in writing. On January 25, 2007, the USACE issued a formal Notice of Non-Compliance to Wal-Mart Puerto Rico regarding this matter. Wal-Mart Puerto Rico filed a formal response and is currently implementing mitigation measures and working with the USACE to resolve the matter. While management cannot predict the ultimate outcome of this matter, management does not believe the outcome will have a material effect on the company's financial condition or results of operations.

On November 8, 2005, the company received a grand jury subpoena from the United States Attorney's Office for the Central District of California, seeking documents and information relating to the company's receipt, transportation, handling, identification, recycling, treatment, storage and disposal of certain merchandise that constitutes hazardous materials or hazardous waste. The company has been informed by the U.S. Attorney's Office for the Central District of California that it is a target of a criminal investigation into potential violations of the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act and the Hazardous Materials Transportation Statute. This U.S. Attorney's Office contends, among other things, that the use of company trucks to transport certain returned merchandise from the company's stores to its return centers is prohibited by RCRA because those materials may be considered hazardous waste. The government alleges that, to comply with RCRA, the company must ship from the store certain materials as "hazardous waste" directly to a certified disposal facility using a certified hazardous waste carrier. The company contends that the practice of transporting returned merchandise to its return centers for subsequent disposition, including disposal by certified facilities, is compliant with applicable laws and regulations. While management cannot predict the ultimate outcome of this matter, management does not believe the outcome will have a material effect on the company's financial condition or results of operations.

Additionally, the U.S. Attorney's Office in the Northern District of California has initiated its own investigation regarding the company's handling of hazardous materials and hazardous waste and the company has received administrative document requests from the California Department of Toxic Substances Control requesting documents and information with respect to two of the company's distribution facilities. Further, the company also received a subpoena from the Los Angeles County District Attorney's Office for documents and administrative interrogatories requesting information, among other things, regarding the company's handling of materials and hazardous waste. California state and local government authorities have also initiated investigations into these matters. The company is cooperating fully with the respective authorities. While management cannot predict the ultimate outcome of this matter, management does not believe the outcome will have a material effect on the company's financial condition or results of operations.

On March 28, 2008, the company received a Notice of Violation from the Missouri Department of Natural Resources (the "Department") alleging various violations of Missouri hazardous waste laws and regulations in connection with the activities of a third-party contractor with whom the company had contracted for recycling services. The Department alleges that the company provided certain items to the contractor for recycling that should have been managed as hazardous waste. The EPA has inspected the contractor's facilities, and both the EPA and the U.S. Attorney's Office for the Western District of Missouri are conducting investigations. The company has submitted a response to the Notice of Violation and is cooperating with these authorities. While management cannot predict the ultimate outcome of this matter, management does not believe the outcome will have a material effect on the company's financial condition or results of operations.

On August 19, 2009, the Office of the District Attorney for Riverside County, California, notified the company that it has instituted an investigation into whether violations of California laws regarding underground storage tanks occurred at two Sam's Club stations. The company is cooperating with the County's investigation. While management cannot predict the ultimate outcome of this matter, management does not believe the outcome will have a material effect on the company's financial condition or results of operations.

On November 6, 2009, the California South Coast Air Quality Management District ("SCAQMD") notified the company that it has instituted an investigation into whether Wal-Mart stores located in the 4-county SCAQMD jurisdiction sold paints and other coatings that contained volatile organic compounds in excess of SCAQMD limits. The company and the SCAQMD have entered into a settlement agreement pursuant to which the company will pay $850,000 in civil penalties and $150,000 in investigation costs, and will contribute $950,000 to a fund for the benefit of the residents of the SCAQMD.

ITEM 4. RESERVED

EXECUTIVE OFFICERS OF THE REGISTRANT

The following chart names each of the executive officers of the company, each of whom is elected by and serves at the pleasure of the Board of Directors. The business experience shown for each officer has been his or her principal occupation for at least the past five years.

Name	Business Experience	Current Position Held Since	Age
Eduardo Castro-Wright	Vice Chairman, Wal-Mart Stores, Inc., responsible for Walmart U.S. From September 2005 to November 2008, he served as Executive Vice President and President and Chief Executive Officer, Walmart U.S. From February 2005 to September 2005, he served as Executive Vice President, Chief Operating Officer, Walmart U.S. From December 2002 to February 2005, he served as President and Chief Executive Officer of Wal-Mart de Mexico.	2008	55
M. Susan Chambers	Executive Vice President, People Division. From December 2003 to April 2006, she served as Executive Vice President, Risk Management, Insurance and Benefits Administration. From January 2002 to December 2003, she served as Senior Vice President, Insurance and Benefits Administration.	2006	52
Brian C. Cornell	Executive Vice President, President and Chief Executive Officer, Sam's Club. From June 2007 to April 2009, he served as Chief Executive Officer of Michaels, Inc., an arts and crafts specialty retailer. From April 2004 to June 2007, he served as Executive Vice President and Chief Marketing Officer of Safeway, Inc., a food and drug retailer.	2009	51
Leslie A. Dach	Executive Vice President, Corporate Affairs and Government Relations. From March 1997 to August 2006, he served as Vice Chairman of Daniel J. Edelman, Inc.	2006	55
Michael T. Duke	President and Chief Executive Officer. From September 2005 to January 2009, he served as Vice Chairman, Wal-Mart Stores, Inc., responsible for Walmart International. From April 2003 to September 2005, he served as Executive Vice President, President and Chief Executive Officer, Walmart U.S. From July 2000 to April 2003, he served as Executive Vice President, Administration.	2009	60
Rollin L. Ford	Executive Vice President, Chief Information Officer. From February 2003 to April 2006, he served as Executive Vice President, Logistics and Supply Chain.	2006	47
Thomas D. Hyde	Executive Vice President, Legal, Ethics and Corporate Secretary. From June 2003 to June 2005, he served as Executive Vice President, Legal and Corporate Affairs and Corporate Secretary. From July 2001 to June 2003, he served as Executive Vice President and Senior General Counsel.	2005	61
C. Douglas McMillon	Executive Vice President, President and Chief Executive Officer, Walmart International. From 2005 to 2009, he served as Executive Vice President, President and Chief Executive Officer, Sam's Club. From August 2002 to August 2005, he served as Executive Vice President, Merchandising and Replenishment, Sam's Club.	2009	43

Name	Business Experience	Current Position Held Since	Age
Thomas M. Schoewe	Executive Vice President and Chief Financial Officer.	2000	57
H. Lee Scott, Jr.	Chairman of the Executive Committee of the Board of Directors. From January 2000 to January 2009, he served as President and Chief Executive Officer.	2009	61
S. Robson Walton	Chairman of the Board of Directors.	1992	65
Steven P. Whaley	Senior Vice President and Controller. From December 2005 to January 2007, he served as Vice President and Controller. From September 2005 to December 2005, he served as Vice President and Assistant Controller. Prior to September 2005, he served as Vice President and Controller at Southwest Airlines Co. since 2001.	2007	50

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Certain information required to be provided in this item is incorporated herein by reference to the information included under the captions "Market price of common stock," "Listing" and "Dividends paid per share" in our Annual Report to Shareholders. Such information is included in an exhibit to this Annual Report on Form 10-K.

Our common stock is principally traded in the United States on the New York Stock Exchange. At March 26, 2010, the latest practicable date, there were 292,983 common stock shareholders of record.

From time to time, we have repurchased shares of our common stock under a $15.0 billion share repurchase program authorized by our Board of Directors on June 4, 2009 and announced on June 5, 2009, which replaced and terminated a $15.0 billion share repurchase program approved by our Board of Directors on May 31, 2007 and announced on June 1, 2007. As was the case with the replaced share repurchase program, the new program has no expiration date or other restrictions limiting the period over which we can make our share repurchases, and will expire only when and if we have repurchased $15.0 billion of our shares under the program or we terminate or replace the program. Any repurchased shares are constructively retired and returned to unissued status. We consider several factors in determining when to execute the share repurchases, including among other things, our current cash needs, our capacity for leverage, our cost of borrowings and the market price of our common stock. As of January 31, 2010, the program had approximately $9.2 billion of remaining authorization for share repurchases.

Share repurchase activity under our share repurchase program was as follows during our quarter ended January 31, 2010:

Fiscal Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (billions)
Nov 1-30, 2009	12,888,398	$ 52.64	12,888,398	$ 10.7
Dec 1-31, 2009	14,138,546	$ 53.95	14,138,546	$ 9.9
Jan 1-31, 2010	13,322,348	$ 53.66	13,322,348	$ 9.2
Total	40,349,292		40,349,292	$ 9.2

ITEM 6. SELECTED FINANCIAL DATA

The information required by this item is incorporated by reference to all information under the caption "Five-Year Financial Summary" included in our Annual Report to Shareholders. Such information is included in an exhibit to this Annual Report on Form 10-K.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The information required by this item is incorporated by reference to all information under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report to Shareholders. Such information is included in an exhibit to this Annual Report on Form 10-K.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information required by this item is incorporated by reference to all information under the sub-caption "Market Risk" under the caption "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report to Shareholders. Such information is included in an exhibit to this Annual Report on Form 10-K.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The information required by this item is incorporated by reference to all information under the captions "Consolidated Statements of Income," "Consolidated Balance Sheets," "Consolidated Statements of Shareholders' Equity," "Consolidated Statements of Cash Flows," "Notes to Consolidated Financial Statements" and "Report of Independent Registered Public Accounting Firm" included in our Annual Report to Shareholders. Such information is included in an exhibit to this Annual Report on Form 10-K.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain a system of disclosure controls and procedures that are designed to provide reasonable assurance that information, which is required to be timely disclosed, is accumulated and communicated to management in a timely fashion. In designing and evaluating such controls and procedures, we recognize that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Our management is necessarily required to use judgment in evaluating controls and procedures. Also, we may have investments in certain unconsolidated entities. Since we do not control or manage those entities, our controls and procedures with respect to those entities are substantially more limited than those we maintain with respect to our consolidated subsidiaries.

In the ordinary course of business, we review our system of internal control over financial reporting and make changes to our systems and processes to improve such controls and increase efficiency, while ensuring that we maintain an effective internal control environment. Changes may include such activities as implementing new, more efficient systems and automating manual processes. In the second quarter of fiscal 2010, we began implementing a new financial system in stages. As part of the first stage, we implemented this financial system in ASDA, our United Kingdom subsidiary. The second stage, implementing the financial system in the U.S. and our subsidiaries in Canada and Puerto Rico, which is the largest portion of our business, is planned to occur in the second quarter of fiscal 2011. This new financial system is a significant component of our internal control over financial reporting. We will continue to implement our new financial system in stages, and each implementation may become a significant component of our internal control over financial reporting.

An evaluation of the effectiveness of the design and operation of our disclosure controls and procedures was performed as of the end of the period covered by this report. This evaluation was performed under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective to provide reasonable assurance that information required to be disclosed by the company in the reports that it files or submits under the Securities Exchange Act of 1934, as amended, is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure and are effective to provide reasonable assurance that such information is recorded, processed, summarized and reported within the time periods specified by the SEC's rules and forms.

Management's Report on Internal Control Over Financial Reporting

Management's report on internal control over financial reporting and the attestation report of Ernst & Young LLP, the company's independent registered public accounting firm, on the company's internal control over financial reporting are included in our Annual Report to Shareholders, and are incorporated into this Item 9A by reference. Portions of our Annual Report to Shareholders are included as an exhibit to this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There has been no change in the company's internal control over financial reporting that occurred during the fiscal quarter ended January 31, 2010, that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information required by this item with respect to the company's directors, certain family relationships, and compliance by the company's directors, executive officers and certain beneficial owners of the company's common stock with Section 16(a) of the Securities Exchange Act of 1934, as amended, is incorporated by reference to such information under the captions entitled "Information About the Board" and "Stock Ownership—Section 16(a) Beneficial Ownership Reporting Compliance" from our Proxy Statement relating to the Annual Meeting of Shareholders to be held on June 4, 2010 (our "Proxy Statement").

Please see the information concerning our executive officers contained in Part I of this Annual Report on Form 10-K under the caption "Executive Officers of the Registrant" which is included there in accordance with Instruction 3 to Item 401(b) of the SEC's Regulation S-K.

No material changes have been made to the procedures by which shareholders of the company may recommend nominees to our board of directors since those procedures were disclosed in our proxy statement relating to our 2009 Annual Shareholders' Meeting as previously filed with the SEC.

The information regarding our Audit Committee, including our audit committee financial experts, and our Codes of Ethics for senior financial officers and other associates required by this item is incorporated herein by reference to the information under the captions "Information About the Board—Board Committees," "Corporate Governance—Audit Committee Financial Experts" and "Corporate Governance—Code of Ethics for the CEO and Senior Financial Officers" included in our Proxy Statement. "Item 1. Business," above contains information relating to the availability of a copy of our Code of Ethics for our CEO and Senior Financial Officers and our Statement of Ethics on our website.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated herein by reference to all information under the captions "Information About the Board – Compensation of the Directors," "Executive Compensation" and under the sub-captions "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report" that appear under the caption "Corporate Governance" included in our Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item is incorporated herein by reference to all information under the sub-captions "Holdings of Major Shareholders" and "Holdings of Officers and Directors" that appear under the caption "Stock Ownership" and all information that appears under the caption "Equity Compensation Plan Information" included in our Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item is incorporated herein by reference to all information under the caption "Related-Party Transactions," under the caption "Corporate Governance – Transaction Review Policy" and under the caption "Information About the Board—Director Independence" included in our Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item is incorporated herein by reference to all information under the caption "Corporate Governance—Audit Committee Pre-Approval Policy" and under the caption "Company Proposals— Proposal No. 2: Ratification of Independent Accountants" included in our Proxy Statement.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) (1) and (2) Consolidated Financial Statements

The financial statements listed in the following table, which are included in our Annual Report to Shareholders, are incorporated herein by reference to the portions of this Annual Report on Form 10-K filed as Exhibit 13 hereto.

	Annual Report to Shareholders (page)
Consolidated Statements of Income for each of the three years in the period ended January 31, 2010	19
Consolidated Balance Sheets at January 31, 2010 and 2009	20
Consolidated Statements of Shareholders' Equity for each of the three years in the period ended January 31, 2010	21
Consolidated Statements of Cash Flows for each of the three years in the period ended January 31, 2010	22
Notes to Consolidated Financial Statements	23
Report of Independent Registered Public Accounting Firm	49
Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting	50
Management's Report to Our Shareholders	51

All schedules have been omitted because the required information is not present or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the financial statements, including the notes thereto.

(3) Exhibits

The following documents are filed as exhibits to this Form 10-K:

3(a) Restated Certificate of Incorporation of the company, is incorporated herein by reference to Exhibit 3(a) to the Annual Report on Form 10-K of the Company for the year ended January 31, 1989 (which document may be found and reviewed in the SEC's Public Reference Room at 100 F Street, NE, Room 1580, Washington, D.C. 20549, in the files therein relating to the company, whose SEC file number is No. 1-6991), the Certificate of Amendment to the Restated Certificate of Incorporation is incorporated herein by reference to Registration Statement on Form S-8 (File Number 33-13315) and the Certificate of Amendment to the Restated Certificate of Incorporation is incorporated hereby by reference to the Current Report on Form 8-K of the Company, dated August 11, 1999 (which document may be found and reviewed in the SEC's Public Reference Room at 100 F Street, NE, Room 1580, Washington, D.C. 20549, in the files therein relating to the company, whose SEC file number is No. 1-6991).

3(b) Amended and Restated Bylaws of the Company are incorporated herein by reference to Exhibit 3.1 to the Current Report on Form 8-K of the company dated September 25, 2006.

4(a) Form of Indenture dated as of June 1, 1985, between the Company and Bank of New York, Trustee, (formerly Boatmen's Trust Company and Centerre Trust Company) is incorporated herein by reference to Exhibit 4(c) to Registration Statement on Form S-3 (File Number 2-97917).

4(b) Form of Indenture dated as of August 1, 1985, between the company and Bank of New York, Trustee, (formerly Boatmen's Trust Company and Centerre Trust Company) is incorporated herein by reference to Exhibit 4(c) to Registration Statement on Form S-3 (File Number 2-99162).

4(c) Form of Amended and Restated Indenture, Mortgage and Deed of Trust, Assignment of Rents and Security Agreement dated as of December 1, 1986, among the First National Bank of Boston and James

E. Mogavero, Owner Trustees, Rewal Corporation I, Estate for Years Holder, Rewal Corporation II, Remainderman, the Company and the First National Bank of Chicago and R.D. Manella, Indenture Trustees, is incorporated herein by reference to Exhibit 4(b) to Registration Statement on Form S-3 (File Number 33-11394).

4(d) Form of Indenture dated as of July 15, 1990, between the Company and Harris Trust and Savings Bank, Trustee, is incorporated herein by reference to Exhibit 4(b) to Registration Statement on Form S-3 (File Number 33-35710).

4(e) Indenture dated as of April 1, 1991, between the Company and J.P. Morgan Trust Company, National Association, as successor trustee to Bank One Trust Company, NA, as successor trustee to The First National Bank of Chicago, Trustee, is incorporated herein by reference to Exhibit 4(a) to Registration Statement on Form S-3 (File Number 33-51344).

4(f) First Supplemental Indenture dated as of September 9, 1992, to the Indenture dated as of April 1, 1991, between the Company and J.P. Morgan Trust Company, National Association, as successor trustee to Bank One Trust Company, NA, as successor trustee to The First National Bank of Chicago, Trustee, is incorporated herein by reference to Exhibit 4(b) to Registration Statement on Form S-3 (File Number 33-51344).

4(g) Indenture dated as of July 5, 2001, between the Company and J.P. Morgan Trust Company, National Association, as successor trustee to Bank One Trust Company, NA, is incorporated by reference to Exhibit 4.1 to Registration Statement on Form S-3 (File Number 333-64740).

4(h) Indenture dated as of December 11, 2002, between the Company and J.P. Morgan Trust Company, National Association, as successor trustee to Bank One Trust Company, NA, is incorporated by reference to Exhibit 4.5 to Registration Statement on Form S-3 (File Number 333-101847).

4(i) Indenture dated as of July 19, 2005, between the Company and J.P. Morgan Trust Company, National Association is incorporated by reference to Exhibit 4.5 to Registration Statement on Form S-3 (File Number 333-126512).

4(j) First Supplemental Indenture, dated December 1, 2006, between Wal-Mart Stores, Inc. and The Bank of New York Trust Company, N.A., as successor-in-interest to J.P. Morgan Trust Company, National Association, as Trustee, under the Indenture, dated as of July 19, 2005, between Wal-Mart Stores, Inc. and J.P. Morgan Trust Company, National Association, as Trustee, is incorporated herein by reference to Exhibit 4.6 to Post-Effective Amendment No. 1 to Registration Statement on Form S-3 (File Number 333-130569).

*10(a) Wal-Mart Stores, Inc. Officer Deferred Compensation Plan as amended and restated effective January 1, 2009.

+10(b) Wal-Mart Stores, Inc. Management Incentive Plan as amended and restated effective February 1, 2008 is incorporated herein by reference to Appendix A to the 2008 Proxy Statement.

+10(c) The Rules of the ASDA Sharesave Plan 2000, as amended June 4, 2004, are incorporated by reference to Exhibit 10(m) to the Annual Report on Form 10-K of the Company for the fiscal year ended January 31, 2005, filed on March 31, 2005.

+10(d) The ASDA Colleague Share Ownership Plan 1999, as amended June 4, 2004, is incorporated by reference to Exhibit 10 (n) to the Annual Report on Form 10-K of the Company for the fiscal year ended January 31, 2005, filed on March 31, 2005.

*10(e) Form of Notification of Restricted Stock Award and Terms and Conditions of Award.

*10(f) Form of Post -Termination Agreement and Covenant Not to Compete with attached Schedule of Executive Officers Who Have Executed a Post-Termination Agreement and Covenant Not to Compete.

+10(g) Wal-Mart Stores, Inc. 2004 Associate Stock Purchase Plan, as amended and restated effective as of February 1, 2004, is incorporated by reference to Exhibit 10(p) to the Annual Report on Form 10-K of the Company for the fiscal year ended January 31, 2005, filed on March 31, 2005.

+10(h) Wal-Mart Stores, Inc. Stock Incentive Plan of 2005, as amended January 1, 2005, is incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of the Company dated June 9, 2005.

+10(i)	Form of Wal-Mart Stores, Inc. Stock Incentive Plan, Notice of Non Qualified Stock Option Grant is incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of the Company dated June 9, 2005.
*10(j)	Form of Wal-Mart Stores, Inc. Stock Incentive Plan, Performance Share Award, Notification of Award and Terms and Conditions of Award.
*10(k)	Form of Wal-Mart Stores, Inc. Stock Incentive Plan, Performance Based Restricted Stock Award, Notification of Award and Terms and Conditions of Award.
+10(l)	Amendment to form of Post-Termination Agreement and Covenant Not to Compete Agreements is incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of the Company dated December 12, 2005.
+10(m)	Wal-Mart Stores, Inc. Supplemental Executive Retirement Plan (As Amended Effective January 1, 2005) is incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of the Company dated March 7, 2006.
+10(n)	Wal-Mart Stores, Inc. Director Compensation Plan, Amended and Restated Effective January 1, 2005 (except as otherwise provided therein) is incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of the Company dated March 7, 2006.
+10(o)	Agreement between Wal-Mart Stores, Inc. and H. Lee Scott, Jr., dated November 20, 2008, is incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of the Company dated November 21, 2008.
*10(p)	Form of Post-Termination Agreement and Covenant Not to Compete with attached Schedule of Executive Officers who have executed a Post-Termination Agreement and Covenant Not to Compete.
*12	Statement re computation of ratios.
*13	Portions of our Annual Report to Shareholders for the fiscal year ending January 31, 2010. All information incorporated by reference in Items 1, 2, 3, 5, 6, 7, 7A, 8 and 9A of this Annual Report on Form 10-K from the Annual Report to Shareholders for the fiscal year ended January 31, 2010 is filed with the SEC. The balance of the information in the Annual Report to Shareholders will be furnished to the SEC in accordance with Item 601(b)(13) of Regulation S-K.
*21	List of the Company's Significant Subsidiaries.
*23	Consent of Independent Registered Public Accounting Firm.
*31.1	Chief Executive Officer Section 302 Certification.
*31.2	Chief Financial Officer Section 302 Certification.
**32.1	Chief Executive Officer Section 906 Certification.
**32.2	Chief Financial Officer Section 906 Certification.
101.INS**+	XBRL Instance Document
101.SCH**+	XBRL Taxonomy Extension Schema Document
101.CAL**+	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF**+	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB**+	XBRL Taxonomy Extension Label Linkbase Document
101.PRE**+	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith as an Exhibit.

** Furnished herewith as an Exhibit.

\+ Management contracts and compensatory plans and arrangements required to be filed as exhibits pursuant to Item 15(b) of this report.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

Wal-Mart Stores, Inc.

DATE: March 30, 2010

By /s/ Michael T. Duke
Michael T. Duke
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

DATE: March 30, 2010

By /s/ Michael T. Duke
Michael T. Duke
President and Chief Executive Officer and Director
(Principal Executive Officer)

DATE: March 30, 2010

By /s/ S. Robson Walton
S. Robson Walton
Chairman of the Board and Director

DATE: March 30, 2010

By /s/ Thomas M. Schoewe
Thomas M. Schoewe
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

DATE: March 30, 2010

By /s/ Steven P. Whaley
Steven P. Whaley
Senior Vice President and Controller
(Principal Accounting Officer)

DATE: March 30, 2010

By /s/ Aida M. Alvarez
Aida M. Alvarez
Director

DATE: March 30, 2010

By /s/ James W. Breyer
James W. Breyer
Director

DATE: March 30, 2010

By /s/ M. Michele Burns
M. Michele Burns
Director

DATE: March 30, 2010

By /s/ James I. Cash, Jr.
James I. Cash, Jr.
Director

DATE: March 30, 2010	By	/s/ Roger C. Corbett Roger C. Corbett Director
DATE: March 30, 2010	By	 Douglas N. Daft Director
DATE: March 30, 2010	By	/s/ Gregory B. Penner Gregory B. Penner Director
DATE: March 30, 2010	By	/s/ Allen I. Questrom Allen I. Questrom Director
DATE: March 30, 2010	By	/s/ H. Lee Scott, Jr. H. Lee Scott, Jr. Chairman of the Executive Committee of the Board and Director
DATE: March 30, 2010	By	/s/ Arne M. Sorenson Arne M. Sorenson Director
DATE: March 30, 2010	By	/s/ Jim C. Walton Jim C. Walton Director
DATE: March 30, 2010	By	/s/ Christopher J. Williams Christopher J. Williams Director
DATE: March 30, 2010	By	/s/ Linda S. Wolf Linda S. Wolf Director

EXHIBIT 10(a)

WAL-MART STORES, INC.

OFFICER DEFERRED COMPENSATION PLAN

Amended and Restated Effective January 1, 2009
(except as otherwise provided herein)

TABLE OF CONTENTS

WAL-MART STORES, INC.
OFFICER DEFERRED COMPENSATION PLAN

ARTICLE I.
GENERAL

1.1 Purpose.

The purpose of the Wal-Mart Stores, Inc. Officer Deferred Compensation Plan is to: (a) attract and retain the valuable services of certain officers; (b) recognize, reward, and encourage contributions by such officers to the success of Wal-Mart and its Related Affiliates; (c) enable such officers to defer certain compensation and bonuses, and to be credited with earnings and Incentive Payments with respect to such amounts recognized hereunder for such purposes; and (d) allow certain equity incentive awards deferred under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005 to be credited under this Plan at the election of the grantee and to thereafter be subject to the terms of this Plan.

1.2 Effective Dates; Code Section 409A.

(a) This Plan was initially effective February l, 1996 and was most recently amended and restated as of January 1, 2005. This amendment and restatement is effective January 1, 2009, except as otherwise expressly stated herein. The terms of the Plan as stated herein (other than Appendix A) shall apply to all amounts deferred and vested under the Plan on or after January 1, 2005. This Plan (other than Appendix A) shall be interpreted and applied at all times in accordance with Code Section 409A, and guidance issued thereunder.

(b) Amounts deferred and vested under the Plan on or before December 31, 2004 shall continue to be governed at all times by the Plan as in effect on such date, which Plan is attached hereto as Appendix A. Appendix A shall not be materially modified (within the meaning of Code Section 409A) (formally or informally, including by interpretation), unless such modification expressly provides that it is intended to be a material modification within the meaning of Code Section 409A and guidance issued thereunder.

1.3 Nature of Plan.

The Plan is intended to be (and shall be administered as) an unfunded employee pension plan benefiting a select group of management or highly compensated employees under the provisions of ERISA. The Plan shall be “unfunded” for tax purposes and for purposes of Title I of ERISA. Any and all payments under the Plan shall be made solely from the general assets of Wal-Mart. A Participant’s interests under the Plan do not represent or create a claim against specific assets of Wal-Mart or any Employer. Nothing herein shall be deemed to create a trust of any kind or create any fiduciary relationship between the Committee, Wal-Mart or any Employer and a Participant, the Participant’s beneficiary or any other person. To the extent any person acquires a right to receive payments from Wal-Mart under this Plan, such right is no greater than the right of any other unsecured general creditor of Wal-Mart.

ARTICLE II.
DEFINITIONS

2.1 Definitions.

Whenever used in this Plan, the following words and phrases have the meaning set forth below unless the context plainly requires a different meaning:

(a) **Account** means the bookkeeping account established to reflect: (1) a Participant's Deferred Compensation credited on or after January 1, 2005; (2) Deferred Bonuses credited on or after January 1, 2005; (3) Deferred Special Bonuses credited on or after January 1, 2008; (4) Retention Bonuses credited on or after January 1, 2008; (5) Employer Contribution Credits credited on or after January 1, 2008; (6) Incentive Payments credited on or after January 1, 2005; (7) Deferred Equity credited to this Plan on or after January 1, 2005 pursuant to the terms of the SIP Deferral Procedures; and (8) earnings credited on amounts under (1) through (7) above. A Participant's "Account" shall consist of his or her Company Account, Retirement Accounts and Scheduled In-Service Accounts. "Account" as used herein, however, shall not include Grandfathered Accounts.

(b) **Code** means the Internal Revenue Code of 1986, as amended from time to time.

(c) **Committee** means the Compensation, Nominating and Governance Committee of the Board of Directors of Wal-Mart.

(d) **Company Account** means the bookkeeping account maintained on behalf of a Participant to reflect his or her Employer Contribution Credits and earnings thereon.

(e) **Compensation** means a Participant's federal taxable base compensation for a Plan Year, less employment taxes and bi-weekly deductions as are determined to be in effect on the January 1 preceding such Plan Year.

(f) **Deferred Bonuses** means the amount deferred pursuant to Section 3.2 from bonuses payable to a Participant under the MIP.

(g) **Deferred Compensation** means the Compensation deferred by a Participant in accordance with Section 3.1.

(h) **Deferred Equity** means Performance Shares, PERS or Restricted Stock granted under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005, which the grantee has elected to defer to this Plan in accordance with the SIP Deferral Procedures (to the extent permitted by such Procedures).

(i) **Deferred Retention Bonuses** means the Retention Bonuses deferred by a Participant in accordance with Section 3.4.

(j) **Deferred Special Bonuses** means the Special Bonuses deferred by a Participant in accordance with Section 3.3.

(k) **Disabled** means the Participant has incurred a Separation from Service because the Participant, as determined by the Committee or its delegate, is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(l) **Eligible Officer** means an individual who is a corporate officer of Wal-Mart or a Related Affiliate designated by the Committee as a participating employer, and who holds the title of Vice President or above, Treasurer, Controller, or an officer title of similar rank or other position as determined by the Committee. In addition, Eligible Officer shall include a divisional officer of Wal-Mart or a Related Affiliate designated by the Committee as a participating employer, and who holds the title of Vice President or above or an officer title of similar rank as determined by the Committee. In no event will any individual constitute an Eligible Officer if he or she is not subject to federal income tax withholding in the United States.

(m) **Employer** means Wal-Mart and all persons with whom Wal-Mart would be considered a single employer under Code Sections 414 (b) and 414(c), except that in applying Code Sections 1563(a)(1), (2) and (3) for purposes of determining a controlled group of corporations under Code Section 414(b), the language “at least 50 percent” shall be used instead of “at least 80 percent” in each place it appears in Code Sections 1563(a)(1), (2) and (3), and in applying Treas. Regs. Sec. 1.414(c)-2 for purposes of determining a controlled group of trades or businesses under Code Section 414(c), the language “at least 50 percent” shall be used instead of “at least 80 percent” in each place it appears in Treas. Regs. Sec. 1.414(c)-2.

(n) **Employer Contribution Credits** means the amount credited to a Participant’s Company Account pursuant to Section 3.8.

(o) **ERISA** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

(p) **Fiscal Year** means the twelve (12)-month period commencing each February 1 and ending on the following January 31.

(q) **Grandfathered Account** means the bookkeeping account established to reflect: (1) a Participant’s Deferred Compensation credited prior to January 1, 2005; (2) Deferred Bonuses credited prior to January 1, 2005; (3) Incentive Payments credited prior to January 1, 2005; and (4) earnings credited on amounts under (1) through (3) above. Such amounts shall be governed at all times by the terms of Appendix A.

(r) A Participant is deemed to have engaged in **Gross Misconduct** if the Committee determines that the Participant has engaged in conduct detrimental to the best interests of Wal-Mart or any Employer. Examples of conduct detrimental to the best interests of Wal-Mart or any Employer include, without limitation, disclosure of confidential information in violation of Wal-Mart's Statement of Ethics, theft, the commission of a felony or a crime involving moral turpitude, gross misconduct or similar serious offenses.

(s) **Incentive Payments** mean the amounts credited to a Participant's Account in accordance with Section 4.2.

(t) **MIP** means the Wal-Mart Stores, Inc. Management Incentive Plan, as amended from time to time.

(u) **Participant** means any Eligible Officer who defers Compensation or bonuses under the Plan, as well as any Eligible Officer who receives or has received a grant of Performance Shares, PERS or Restricted Stock under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005 and elects, pursuant to the terms of the SIP Deferral Procedures (to the extent permitted by such Procedures), to have such award deferred to this Plan.

(v) **Performance Shares** means performance shares awarded under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005 (also commonly referred to as performance share units or "PSUs," performance share plan or "PSPs," or stock value equivalent awards).

(w) **PERS** means performance-based restricted stock awarded under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005.

(x) **Plan** means the Wal-Mart Stores, Inc. Officer Deferred Compensation Plan, as set forth herein, and as may hereafter be amended from time to time (subject to Section 1.2(b)).

(y) **Plan Year** means: (1) for periods before April 1, 2009 (except as otherwise provided in prior Plan documents), the twelve (12)-month period commencing on April 1 and ending on March 31; (2) the period from April 1, 2009 through January 31, 2010; and (3) from and after February 1, 2010, the twelve (12)-month period commencing on February 1 and ending on January 31.

(z) **Prior Agreements** means those deferred compensation agreements entered into by certain Eligible Officers with Wal-Mart prior to February 1, 1995 and containing terms similar to those contained in this Plan. Effective February 1, 1996, the Prior Agreements were amended and restated in the form of this Plan.

(aa) **Related Affiliate** means a trade or business, whether or not incorporated, which is a member of a controlled group of corporations, trades or businesses, as defined in Code Sections 414(b) and 414(c), of which Wal-Mart is a member.

(bb) **Restricted Stock** means restricted stock awarded under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005.

(cc) **Retention Bonus** means a retention bonus paid on or after January 1, 2009 under a retention program or individual agreement specifically designated by the Committee, or an officer of the Company in accordance with guidelines established by the Committee, as eligible for deferral under the Plan, and which requires as a condition of receipt that the recipient continue to perform services for a period of at least thirteen (13) months after the date he or she obtains the legally binding right to such bonus.

(dd) **Retirement** , effective with respect to Separations from Service on or after January 1, 2008, means a Participant's Separation from Service on or after either: (1) the Participant has been continuously employed with Wal-Mart or any Employer for twenty (20) or more years; or (2) the Participant has attained age fifty (50) and completed at least five (5) years of participation in the Plan. With respect to Separations from Service before January 1, 2008, a Participant's eligibility for an installment payout is governed by the corresponding terms of Appendix A (other than with respect to the timing of payout elections).

(ee) **Retirement Accounts** means the bookkeeping accounts maintained on behalf of a Participant to reflect Deferred Equity, Deferred Compensation, Deferred Bonus, Deferred Special Bonus, Deferred Retention Bonus and Incentive Payment amounts allocated to such Accounts pursuant to the Participant's elections hereunder, and earnings thereon. Each Participant may have up to two (2) Retirement Accounts at any time. All Scheduled In-Service Accounts will be distributed in a lump sum.

(ff) **Scheduled In-Service Account** means one or more bookkeeping accounts maintained on behalf of a Participant to reflect Deferred Compensation, Deferred Bonus, Deferred Special Bonus and Deferred Retention Bonus amounts credited to such Accounts pursuant to the Participant's elections hereunder, and earnings thereon.

(gg) **Scheduled Pay Date** means, with respect to each Scheduled In-Service Account, the first day of a calendar month selected by the Participant in accordance with Article III. In no event shall such date be earlier than the first day of the second Plan Year beginning after the Plan Year for which deferrals are first made to such Account. Once selected, the date with respect to any Scheduled In-Service Account is irrevocable.

(hh) **Separation from Service** means the Participant has a termination of employment with the Employer (other than on account of death). Whether a termination of employment has occurred shall be determined based on whether the facts and circumstances indicate the Participant and Employer reasonably anticipate that no further services will be performed by the Participant for the Employer; provided, however, that a Participant shall be deemed to have a

termination of employment if the level of services he or she would perform for the Employer after a certain date permanently decreases to no more than twenty percent (20%) of the average level of bona fide services performed for the Employer (whether as an employee or independent contractor) over the immediately preceding 36-month period (or the full period of services to the Employer if the Participant has been providing services to the Employer for less than 36 months). For this purpose, a Participant is not treated as having a Separation from Service while he or she is on a military leave, sick leave, or other bona fide leave of absence, if the period of such leave does not exceed six (6) months, or if longer, so long as the Participant has a right to reemployment with the Employer under an applicable statute or by contract.

(ii) **Separation Pay Date** means the last day of the calendar month in which falls the date that is six (6) months after a Participant's Separation from Service.

(jj) **SIP Deferral Procedures** means the Deferral Procedures under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005 (or any predecessor procedures thereof).

(kk) **Special Bonus** means any bonus payable to a Participant pursuant to the terms of the Participant's initial offer letter of employment which is dated on or after January 1, 2008. To constitute a Special Bonus hereunder, the offer letter must specifically refer to the deferability of the bonus by explicit reference to this Plan and the offer letter and deferral election must be accepted and elected in writing by the Eligible Officer before his or her commencement of employment.

(ll) **Unforeseeable Emergency** means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, the Participant's beneficiary, or the Participant's dependent (as defined in Code Section 152, without regard to subsections (b)(1), (b)(2) and (d)(1)(B)), the loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

(mm) **Valuation Date** means the last day of each Plan Year or, from and after April 1, 2008, each day of the Plan Year.

(nn) **Wal-Mart** means Wal-Mart Stores, Inc., a Delaware corporation.

ARTICLE III.
DEFERRED COMPENSATION/BONUSES AND EMPLOYER CONTRIBUTION CREDITS — ESTABLISHMENT OF ACCOUNTS

3.1 Deferred Compensation.

(a) For each Plan Year, each Eligible Officer may elect to defer all or a portion of what would otherwise be the Eligible Officer's Compensation to be paid for such Plan Year by Wal-Mart or a Related Affiliate designated by the Committee as a participating employer. Amounts deferred will be deferred pro ratably for each payroll period of the Plan Year. All deferral elections made under this Section 3.1 must be filed with the Global Benefits Department on forms (which may be electronic) approved by the Global Benefits Department.

(b) Compensation deferral elections must be filed:

(1) no later than the December 31 preceding the Plan Year for which the deferral election is to be effective; or

(2) with respect to an Eligible Officer who first becomes a Participant during the Plan Year, within thirty (30) days of the first date he or she becomes eligible to participate in this Plan, the SIP Deferral Procedures, or any other plan required by Code Section 409A to be aggregated with this Plan. For purposes of this rule, an Eligible Officer will not be treated as a participant in any such plan if:

(A) he or she was not eligible to participate in the Plan (or the SIP Deferral Procedures or any other plan required by Code Section 409A to be aggregated with this Plan) at any time during the twenty-four (24)-month period ending on the date he or she again becomes an Eligible Officer, or

(B) he or she was paid all amounts previously due under the Plan (and the SIP Deferral Procedures and any other plan required by Code Section 409A to be aggregated with this Plan) and, on and before the date of the last such payment, was not eligible to continue to participate in the Plan (and the SIP Deferral Procedures and any other plan required by Code Section 409A to be aggregated with this Plan) for periods after such payment.

A deferral election under this Section 3.1(b)(2) will be effective only with respect to Compensation for payroll periods beginning after the payroll period in which the Eligible Officer's election form (which may be electronic) is received by the Global Benefits Department.

(c) Effective with respect to Compensation deferrals for Plan Years beginning on or after April 1, 2009, the Eligible Officer shall also make an election each Plan

Year within the time prescribed above to allocate his or her Compensation deferrals for such Plan Year to one or both of his or her Retirement Accounts. If such allocation will be the first allocation to a Retirement Account, the Eligible Officer shall also elect the form of distribution with respect to such Account. Effective with respect to Compensation deferrals for Plan Years beginning on or after February 1, 2010, the Eligible Officer may also elect to allocate his or her Compensation deferrals for the Plan Year to one or more Scheduled In-Service Accounts, in addition to his or her Retirement Accounts. If an Eligible Officer allocates deferrals to a new Scheduled In-Service Account, he or she must also designate the Scheduled Pay Date with respect to such Account.

3.2 Deferred Bonuses.

(a) Each Eligible Officer may elect to defer all or a portion of the Eligible Officer's bonus (if any) for a performance period under the MIP. All bonus deferral elections made under this Section 3.2 must be filed with the Global Benefits Department on forms (which may be electronic) approved by the Global Benefits Department.

(b) Bonus deferral elections must be filed:

(1) for performance periods under the MIP beginning before January 1, 2009, within the time period provided under applicable prior Plan documents;

(2) for performance periods under the MIP beginning on or after January 1, 2009, the bonus deferral election must be filed:

(A) no later than the December 31 preceding the performance period for which the deferral election is to be effective; or

(B) with respect to an Eligible Officer who first becomes a Participant during the Plan Year, within thirty (30) days of the first date he or she becomes eligible to participate in this Plan, the SIP Deferral Procedures, or any other plan required by Code Section 409A to be aggregated with this Plan. For purposes of this rule, an Eligible Officer will not be treated as a participant in any such plan if:

(i) he or she was not eligible to participate in the Plan (or the SIP Deferral Procedures or any other plan required by Code Section 409A to be aggregated with this Plan) at any time during the twenty-four (24)-month period ending on the date he or she again becomes an Eligible Officer, or

(ii) he or she was paid all amounts previously due under the Plan (and the SIP Deferral Procedures and any other plan required by Code Section 409A to be aggregated with this Plan) and, on and before the date of the last such payment, was not eligible to continue to participate in the Plan (and

the SIP Deferral Procedures and any other plan required by Code Section 409A to be aggregated with this Plan) for periods after such payment.

A bonus deferral election under this Section 3.2(b)(2)(B) will be effective only with respect to bonus paid for services performed after such election. For this purpose, the amount of the bonus payable to the Eligible Officer for services rendered subsequent to the Eligible Officer's election will be determined by multiplying the bonus by a fraction, the numerator of which is the number of calendar days remaining in the performance period after the election and the denominator of which is the total number of calendar days in such performance period. For purposes of this Section 3.2 (b)(2)(B), the date of an Eligible Officer's election is the date the executed election form (which may be electronic) is received by the Global Benefits Department.

(c) Effective with respect to performance periods under the MIP beginning on or after January 1, 2009, the Eligible Officer shall also make an election within the time prescribed above to allocate his or her bonus deferrals to one or both of his or her Retirement Accounts. If such allocation will be the first allocation to a Retirement Account, the Eligible Officer shall also elect the form of distribution with respect to such Account. Effective with respect to performance periods beginning on or after January 1, 2010, the Eligible Officer may also elect to allocate his or her bonus deferrals to one or more Scheduled In-Service Accounts, in addition to his or her Retirement Accounts. If an Eligible Officer allocates deferrals to a new Scheduled In-Service Account, he or she must also designate the Scheduled Pay Date with respect to such Account.

3.3 Deferred Special Bonuses.

(a) An Eligible Officer may elect to defer all or a portion of any Special Bonuses to be paid by Wal-Mart or a Related Affiliate designated by the Committee as a participating employer. All deferral elections made under this Section 3.3 must be filed with the Global Benefits Department on forms (which may be electronic) approved by the Global Benefits Department. For purposes of this Section 3.3, the date of an Eligible Officer's election is the date the executed election form (which may be electronic) is received by the Global Benefits Department.

(b) Special Bonus deferral elections must be filed:

(1) no later than the Eligible Officer's commencement of employment as an Eligible Officer with Wal-Mart or a Related Affiliate designated by the Committee as a participating employer; or

(2) if the Eligible Officer is or ever was a participant in this Plan, the SIP Deferral Procedures, or any other plan required by Code Section 409A to be aggregated with this Plan, Section 3.3(b)(1) shall not apply and the Eligible Officer may not make a deferral election with respect to Special Bonuses, unless:

(A) he or she was not eligible to participate in the Plan (or the SIP Deferral Procedures or any other plan required by Code Section 409A to be aggregated with this Plan) at any time during the twenty-four (24)-month period ending on the date he or she again becomes an Eligible Officer, or

(B) he or she was paid all amounts previously due under the Plan (and the SIP Deferral Procedures and any other plan required by Code Section 409A to be aggregated with this Plan) and, on and before the date of the last such payment, was not eligible to continue to participate in the Plan (and the SIP Deferral Procedures and any other plan required by Code Section 409A to be aggregated with this Plan) for periods after such payment.

(c) Effective with respect to Special Bonus deferral elections made on or after January 1, 2009, the Eligible Officer shall also make an election within the time prescribed above to allocate his or her Special Bonus deferrals to one or both of his or her Retirement Accounts. If such allocation will be the first allocation to a Retirement Account, the Eligible Officer shall also elect the form of distribution with respect to such Account. Effective with respect to Special Bonus deferral elections made on or after February 1, 2010, the Eligible Officer may also elect to allocate his or her Special Bonus deferrals to one or more Scheduled In-Service Accounts, in addition to his or her Retirement Accounts. If an Eligible Officer allocates deferrals to a new Scheduled In-Service Account, he or she must also designate the Scheduled Pay Date with respect to such Account.

3.4 Deferred Retention Bonuses.

(a) An Eligible Officer may elect to defer all or a portion of any Retention Bonuses to be paid by Wal-Mart or a Related Affiliate designated by the Committee as a participating employer. All deferral elections made under this Section 3.4 must be filed with the Global Benefits Department on forms (which may be electronic) approved by the Global Benefits Department. For purposes of this Section 3.4, the date of an Eligible Officer's election is the date the executed election form (which may be electronic) is received by the Global Benefits Department.

(b) Retention Bonus deferral elections must be filed within thirty (30) after the Eligible Officer obtains the legally binding right to the Retention Bonus.

(c) Effective with respect to Retention Bonus deferral elections made on or after January 1, 2009, the Eligible Officer shall also make an election within the time prescribed above to allocate his or her Retention Bonus deferrals to one or both of his or her Retirement Accounts. If such allocation will be the first allocation to a Retirement Account, the Eligible Officer shall also elect the form of distribution with respect to such Account. Effective with respect to Retention Bonus deferral elections made on or after January 1, 2010, the Eligible Officer may also elect to allocate his or her Retention Bonus deferrals to one or more Scheduled In-Service Accounts, in addition to his or her Retirement Accounts. If an Eligible Officer allocates deferrals to a new Scheduled In-Service Account, he or she must also designate the Scheduled Pay Date with respect to such Account.

3.5 Incentive Payments.

An Eligible Officer who first becomes a Participant after December 31, 2008 must make an election with respect to the allocation of his or her Incentive Payments, if any, between his or her Retirement Accounts. Such election must be made within the earliest of the time periods applicable under Sections 3.1, 3.2, 3.3. and 3.4 for making an initial deferral election for the first Plan Year of participation. In the event the Participant fails to make a timely election with respect to the allocation of his or her Incentive Payments, the Participant shall be deemed to have elected to have his or her Incentive Payments allocated entirely to his or her Retirement Account #1. Notwithstanding anything herein to the contrary, once made (or deemed made), a Participant's allocation election under this Section 3.5 is irrevocable.

3.6 Irrevocability of Deferral Elections.

(a) Except as otherwise provided herein, once made for a Plan Year, a deferral election under Sections 3.1(b)(1), 3.1(c), 3.2(b)(1), 3.2 (c), 3.3(b)(1), 3.3(c), 3.4(b) and 3.4(c) may not be revoked, changed or modified after the applicable filing deadline specified in such sections, and a deferral election under Sections 3.1(b)(2) and Section 3.2(b)(2) may not be revoked, changed or modified after the date of the election as provided in Sections 3.1(b)(2) and 3.2(b)(2). An election for one Plan Year will not automatically be given effect for a subsequent Plan Year, so that if deferral is desired for a subsequent Plan Year, a separate election must be made by the Eligible Officer for such Plan Year or performance period. Notwithstanding the preceding, if an Eligible Officer makes a deferral election for a Plan Year but fails to make an election as to the allocation of deferrals for such Plan Year among his or her Accounts, such deferrals shall be allocated based on source in the same manner as they were allocated for such source for the last Plan Year for which the Participant made an allocation election or, if none, equally to his or her then effective Retirement Accounts.

(b) In the event an Eligible Officer has a Separation from Service for any reason, then: (1) his or her deferral election under Section 3.1 will terminate as of the date of such Separation from Service (but will be effective with respect to the

last regular paycheck issued to such Eligible Officer), regardless of whether the Eligible Officer continues to receive Compensation, or other remuneration, from Wal-Mart or any Employer thereafter; (2) his or her deferral election under Section 3.2 will remain in effect with respect to the bonus (if any) paid to him or her under the MIP for the performance period in which such Separation from Service occurs; (3) his or her deferral election under Section 3.3 will remain in effect with respect to any Special Bonus (if any) paid to him or her to which such election relates; and (4) his or her deferral election under Section 3.4 will remain in effect with respect to any Retention Bonus (if any) paid to him or her to which such election relates.

(c) If an Eligible Officer has a Separation from Service for any reason and is rehired (whether or not as an Eligible Officer) within the same Plan Year or performance period, as applicable, his or her deferral elections under Sections 3.1, 3.2, 3.3 and 3.4 shall be automatically reinstated and shall remain in effect for the remainder of such Plan Year or performance period, as applicable.

(d) In the event an Eligible Officer ceases to be an Eligible Officer (other than on account of a Separation from Service):

(1) during any Plan Year, then his or her deferral election under Section 3.1 will terminate as of the next following December 31. In addition, in the event the Compensation of such individual is reduced as a result of the change in status, his or her deferral election following such loss and through the date of termination of such election as provided in the preceding sentence will be pro rated based on his or her new level of Compensation;

(2) then his or her deferral election under Section 3.2 will terminate for any performance period beginning in the calendar year following the year of the loss of Eligible Officer status;

(3) then his or her deferral election under Section 3.3 shall continue in effect with respect to any Special Bonuses (if any) paid after such loss of Eligible Officer status; and

(4) then his or her deferral election under Section 3.4 shall continue in effect with respect to any Retention Bonuses (if any) paid after such loss of Eligible Officer status.

(e) Notwithstanding anything herein to the contrary, in the event an Eligible Officer goes on an unpaid leave of absence, his or her deferral election under Section 3.1 shall automatically cease when he or she commences the unpaid leave of absence; provided, however, that if he or she returns from the unpaid leave of absence during the same Plan Year, his or deferral election under Section 3.1 shall automatically resume immediately upon return from the leave of absence and shall continue in effect for the balance of the Plan Year. An Eligible

Officer's deferral election under Section 3.1 shall remain in effect with respect to any Compensation paid while on a leave of Absence. An Eligible Officer's deferral elections under Sections 3.2, 3.3 and 3.4 shall not be affected by his or her leave of absence.

3.7 Automatic Suspension of Deferral Elections.

(a) In the event a Participant receives a distribution from the Wal-Mart Stores, Inc. Profit Sharing and 401(k) Plan (or any other plan or successor plan sponsored by Wal-Mart or any Related Affiliate) on account of hardship, which distribution is made pursuant to Treasury Regulations Section 1.401(k)-1(d)(3) and requires suspension of deferrals under other arrangements such as this Plan, the Participant's deferral elections under Sections 3.1, 3.2, 3.3 and 3.4, if any, pursuant to which deferrals would otherwise be made during the six (6)-month period following the date of the distribution shall be cancelled.

(b) In the event a Participant requests a distribution pursuant to Section 5.5 due to an Unforeseeable Emergency, or the Participant requests a cancellation of deferrals under the Plan in order to alleviate his or her Unforeseeable Emergency, and the Committee determines that the Participant's Unforeseeable Emergency may be relieved through the cessation of deferrals under the Plan, some or all the Participant's deferral elections under Sections 3.1, 3.2, 3.3 and 3.4 for such Plan Year or performance period, as applicable, if any, as determined by the Committee, shall be cancelled as soon as administratively practicable following such determination by the Committee.

3.8 Employer Contribution Credits.

As of any date during a Plan Year, Wal-Mart may credit to a Participant's Company Account an amount determined in the sole discretion of the Committee, which amount may differ among Participants or categories of Participants designated by the Committee. A Participant shall become vested in his or her Company Account, plus earnings thereon, in accordance with the vesting schedule imposed by the Committee. The Participant's Company Account shall be distributed pursuant to Article V only to the extent vested as of the applicable distribution date.

3.9 Crediting of Deferrals and Employer Contribution Credits.

Deferred Compensation, Deferred Bonuses, Deferred Special Bonuses, Deferred Retention Bonuses, Deferred Equity, Employer Contribution Credits and Incentive Payments will be credited to each Participant's Account as follows:

(a) Deferred Compensation will be credited to the Participant's Account as of the date such Compensation would have otherwise been paid in cash;

(b) Deferred Bonuses, Deferred Special Bonuses and Deferred Retention Bonuses will be credited to the Participant's Account as of the date the bonus would have otherwise been paid in cash;

(c) Deferred Equity will be credited to the Participant's Account as of the date the restrictions on such awards lapse or, in the case of Performance Shares, as of the date payment of such award is processed;

(d) Employer Contribution Credits will be credited to the Participant's Account as of the date specified by the Committee; and

(e) Incentive Payments will be credited to the Participant's Account as of the last day of the Plan Year specified in Section 4.2 (or as otherwise provided in Sections 4.2(e) and (f)).

A Participant's Account, including earnings credited thereto, will be maintained by the Committee until the Participant's Plan benefits have been paid in full.

3.10 Nature of Accounts.

Each Participant's Account will be used solely as a measuring device to determine the amount to be paid a Participant under this Plan. The Accounts do not constitute, nor will they be treated as, property or a trust fund of any kind. All amounts at any time attributable to a Participant's Account will be, and remain, the sole property of Wal-Mart. A Participant's rights hereunder are limited to the right to receive Plan benefits as provided herein. The Plan represents an unsecured promise by Wal-Mart to pay the benefits provided by the Plan.

3.11 Valuation of Accounts.

Effective April 1, 2008, each Participant's Account will be valued daily as of each Valuation Date.

ARTICLE IV.
ADDITIONS TO ACCOUNTS — CREDITED EARNINGS AND INCENTIVE PAYMENTS

4.1 Credited Earnings.

Every Valuation Date during a Plan Year, a Participant's Account will be credited with an equivalent of a daily rate of simple interest based on the annual rate on 10-year Treasury notes determined as of the first business day of January preceding such Plan Year, plus 270 basis points.

4.2 Incentive Payments.

The Incentive Payments described below will be credited to a Participant's Account. A Participant's entitlement to an Incentive Payment will be governed by this Section 4.2.

(a) The Incentive Payments provided in this Section apply to a Participant's recognized Deferred Compensation and Deferred Bonuses for a Plan Year (other than Deferred Compensation and Deferred Bonuses allocated to the Participant's Scheduled In-Service Accounts) and credited Plan earnings

thereon, whether credited to the Participant's Account or Grandfathered Account. For this purpose, Deferred Bonuses shall be treated as being "for a Plan Year" for the Plan Year to which the Deferred Bonus pertains. Incentive Payments are separately awarded based upon a Participant's recognized Deferred Compensation and Deferred Bonuses for a given Plan Year and credited Plan earnings thereon.

(b) The amount of an Incentive Payment is based on the Participant's recognized Deferred Compensation and Deferred Bonuses for a Plan Year (other than Deferred Compensation and Deferred Bonuses allocated to the Participant's Scheduled In-Service Accounts), plus credited Plan earnings on such sums through and including the Incentive Payment award date. The amount by which a Participant's Deferred Compensation and Deferred Bonuses for a Plan Year (other than Deferred Compensation and Deferred Bonuses allocated to the Participant's Scheduled In-Service Accounts) exceed twenty percent (20%) of the Participant's base compensation will not be recognized in computing an Incentive Payment. Base compensation for this purpose means the Participant's annual base rate of compensation for the last full payroll period in such Plan Year. Credited Plan earnings on such nonrecognized Deferred Compensation or Deferred Bonuses are likewise not taken into account in determining the amount of an Incentive Payment. Further, in no event shall Deferred Special Bonuses, Deferred Retention Bonuses, Deferred Equity or any Employer Contribution Credits be taken into account in determining the amount of an Incentive Payment.

(c) If a Participant remains continuously employed with Wal-Mart or any Employer for a period of ten (10) consecutive full Plan Years, beginning with the first day of the first Plan Year in which the Participant had a Deferred Compensation or Deferred Bonus election in effect under this Plan or a Prior Agreement, and ending with the last day of the tenth (10th) Plan Year of such period, an Incentive Payment will be credited to the Participant's Account as of the last day of such tenth (10th) Plan Year. The Incentive Payment will be equal to twenty percent (20%) of the Participant's recognized Deferred Compensation and Deferred Bonuses for ten (10), but not less than five (5), Plan Years (i.e., the first six (6) Plan Years of such ten (10)-year period), plus credited Plan earnings thereon through the award date. For each full Plan Year thereafter in which the Participant remains continuously employed with Wal-Mart or any Employer, an Incentive Payment will be credited to the Participant's Account as of the last day of such Plan Year. Such Incentive Payment will be equal to twenty percent (20%) of the Participant's recognized Deferred Compensation and Deferred Bonuses for the first Plan Year of the five (5)-consecutive Plan Year period ending on the award date, plus credited Plan earnings thereon through the award date.

(d) If a Participant remains continuously employed with Wal-Mart or any Employer for a period of fifteen (15) consecutive full Plan Years, beginning with the first day of the first Plan Year in which the Participant had a Deferred Compensation

or Deferred Bonus election in effect under this Plan or a Prior Agreement, and ending with the last day of the fifteenth (15th) Plan Year of such period, an Incentive Payment will be credited to the Participant's Account as of the last day of such fifteenth (15th) Plan Year. The Incentive Payment will be equal to ten percent (10%) of the Participant's recognized Deferred Compensation and Deferred Bonuses for fifteen (15), but not less than ten (10), Plan Years (i.e., the first six (6) Plan Years of such fifteen (15)-year period), plus credited Plan earnings thereon through the award date. For each full Plan Year thereafter in which the Participant remains continuously employed with Wal-Mart or any Employer, an Incentive Payment will be credited to the Participant's Account as of the last day of such Plan Year. Such Incentive Payment will be equal to ten percent (10%) of the Participant's recognized Deferred Compensation and Deferred Bonuses for the first Plan Year of the ten (10)-consecutive Plan Year period ending on the award date, plus credited Plan earnings thereon through the award date. The Incentive Payments provided in this Section 4.2(d) shall not take into account Incentive Payments credited under Section 4.2(c) or credited Plan earnings thereon.

(e) The Incentive Payments provided in this Section 4.2(e) only apply if a Participant has been a Participant under the Plan (or a Prior Agreement) for five (5) or more full Plan Years and if the Participant dies, becomes Disabled, or has a Separation from Service on or after he or she has been continuously employed with Wal-Mart or an Employer for twenty (20) or more years or after attaining age fifty-five (55) before satisfaction of the ten (10)-year or fifteen (15)-year periods described in Sections 4.2(c) and (d) above, after taking into account the application of Section 4.2(f). In that event, only the Incentive Payment next to be credited (i.e., twenty percent (20%) or ten percent (10%)) will be credited to the Participant's Account as provided in this Section 4.2(e). In the event the Participant had not yet been awarded or credited with a twenty percent (20%) Incentive Payment under Section 4.2(c), the Incentive Payment provided by this Section 4.2(e) will be based upon the ratio of: (1) the number of full Plan Years worked since and including the first Plan Year in which the Participant had a Deferred Compensation or Deferred Bonus election in effect under this Plan or a Prior Agreement, to (2) ten (10), multiplied by twenty percent (20%). Such Incentive Payment will be based upon recognized amounts for the Plan Years which would otherwise have been considered in calculating the Participant's first Incentive Payment under Section 4.2(c). If the Participant has been awarded a twenty percent (20%) Incentive Payment provided in Section 4.2(c), the Incentive Payment provided by this Section 4.2(e) will be based upon the ratio of: (1) the number of full Plan Years worked since the award date of the initial twenty percent (20%) Incentive Payment, to (2) five (5), multiplied by ten percent (10%). Such Incentive Payment will be based upon recognized amounts for the Plan Years which would otherwise have been considered in calculating the Participant's first Incentive Payment under Section 4.2(d). The Incentive Payment provided under this Section 4.2(e) will be determined and credited to the Participant's Account as of the date the Participant's Plan benefits are distributed in a lump sum payment. If, however, a Participant's

benefits are to be distributed in installments, the amounts provided under this Section 4.2(e) will be determined and credited to the Participant's Account as of the distribution date of the initial installment.

(f) This Section 4.2(f) shall not apply with respect to Plan Years beginning after March 31, 2009. With respect to Plan Years beginning before March 31, 2009, the Incentive Payments provided in this Section 4.2(f) apply only with respect to those Participants who: (1) incur a Separation from Service on or after the last day of a Fiscal Year, but before the immediately following last day of a Plan Year (e.g., on or after January 31, but before the next March 31); and (2) who, but for such Separation from Service before the last day of a Plan Year, would have been credited with an Incentive Payment under Section 4.2(c) and/or 4.2(d). In that event, the Incentive Payments which would have been credited to the Participant's Account but for such early Separation from Service will be credited to the Participant's Account as if the Participant had remained employed with Wal-Mart or any Employer through the last day of the Plan Year, with no reduction due to the early Separation from Service. The Incentive Payments provided under this Section 4.2(f) will be determined and credited to the Participant's Account as of the last day of the Plan Year in which the Participant's Separation from Service occurs.

ARTICLE V.
PAYMENT OF PLAN BENEFITS

5.1 Scheduled In-Service Benefits.

(a) **In-Service Benefits** . Each of a Participant's Scheduled In-Service Accounts will be distributed in a lump sum within the 90-day period commencing on the Scheduled Pay Date applicable to such Scheduled In-Service Account. The lump sum amount will be the value of the applicable Participant's Scheduled In-Service Account as of the Scheduled Pay Date.

(b) **Intervening Separation or Death** . Notwithstanding the preceding, should an event occur prior to the Scheduled Pay Date of any Scheduled In-Service Account that would trigger a distribution under Section 5.2 or 5.3 earlier than the Scheduled Pay Date, such Scheduled In-Service Account or Accounts shall be distributed in accordance with Section 5.2 or 5.3, as applicable, and not in accordance with Section 5.1(a).

5.2 Separation and Retirement Benefits.

(a) **Separation Benefits** . In the event of a Participant's Separation from Service other than on account of Retirement or death, the Participant's Account will be distributed in a lump sum under Section 5.2(c).

(b) **Retirement Benefits** . If the Participant's Separation from Service is on account of Retirement, the Participant's Scheduled In-Service Accounts will be

distributed in a lump sum under Section 5.2(c) and the Participant's Company Account and Retirement Accounts will be distributed in one of the forms provided in Section 5.2(c) or 5.2(d) below in accordance with the Participant's distribution election given effect under the provisions of Section 5.4 with respect to each such Account.

(c) **Lump Sum Distributions** .

(1) Any lump sum to be paid under this Section 5.2(c) shall be paid within the 90-day period commencing on the Participant's Separation Pay Date.

(2) The lump sum amount will be the value of the Participant's Account, Company Account or Retirement Accounts, as applicable, as of the last day of the month preceding the date of the distribution.

(d) **Installment Distributions** .

(1) If the Participant's Company Account or Retirement Account, as applicable, is to be distributed in the form of annual installments, the first such installment shall be made within the 90-day period commencing on the first January 31 following the Participant's Separation from Service; provided, however, that if such January 31 is earlier than the Participant's Separation Pay Date, the first such installment shall be made within the 90-day period commencing on the Participant's Separation Pay Date. Subsequent installments shall be made within the 90-day period commencing on each successive January 31, until the Participant's benefits under such Account are distributed in full.

(2) The Plan benefits will be paid in equal annual installments in an amount which would fully amortize a loan equal to the lump sum value of the Participant's Company Account or Retirement Account, as applicable, determined in accordance with Section 5.2(c)(2) (using as the distribution date the date of the first installment) over the installment period, with interest calculated at the per annum rate in effect for the Plan Year in which the Participant's Separation from Service occurs.

5.3 Death Benefits.

(a) **General** . In the event of the Participant's death before incurring a Separation from Service or before commencement of benefits, the Participant's Account will be distributed in one of the forms provided in Section 5.3(b) or 5.3(c) below in accordance with the Participant's distribution election given effect under the provisions of Section 5.4 below.

A Participant may elect only one form of payment for all beneficiaries (at any level.) If the Participant fails to make an effective election as provided in Section 5.4 below, the Participant will be deemed to have elected distribution in a lump sum under Section 5.3(b) for all beneficiary levels.

(b) **Lump Sum Distributions** .

(1) Any lump sum to be paid under this Section 5.3(b) shall be paid within the 90-day period commencing on the last day of the month in which the Participant's death occurs.

(2) The lump sum amount will be the value of the Participant's Account as of the last day of the month preceding the date of distribution.

(c) **Installment Distributions** .

(1) If the Participant's Account is to be distributed in the form of annual installments, the first such installment shall be made within the 90-day period commencing on the first January 31 coincident with or next following the Participant's death. Subsequent installments will be made during the 90-day period commencing on each successive January 31, until the Participant's benefits are distributed in full.

(2) The Plan benefits will be paid in equal annual installments in an amount which would fully amortize a loan equal to the lump sum value of the Participant's Account determined in accordance with Section 5.3(b)(2) (using as the distribution date the date of the first installment) over the installment period, with interest calculated at the per annum rate in effect for the Plan Year in which the Participant's death occurs.

(d) **Death After Commencement of Installments.** Notwithstanding the preceding, in the event of a Participant's death after installment payments to the Participant have commenced, such installment payments shall continue to be made to the Participant's designated beneficiary in the same manner as they were being distributed to the Participant prior to his or her death, provided, however, that if the Participant's distribution election applicable to Section 5.3(a) is a lump sum payment, the Participant's remaining installments will be distributed in lump sum to the Participant's designated beneficiary within the 90-day period commencing on the last day of the month in which the Participant's death occurs.

(e) **Designation of Beneficiary.** A Participant may, by written or electronic instrument delivered to the Committee in the form prescribed by the Committee, designate primary and contingent beneficiaries (which may be a trust or trusts) to receive any benefit payments which may be payable under this Plan following the Participant's death, and may designate the proportions in which such beneficiaries are to receive such payments. Any such designation will apply to both the Participant's Account and his or her Grandfathered Account, if any; a Participant may not designate different beneficiaries for his or her Account and Grandfathered Account. A Participant may change such designation from time to time and the last designation filed with the Committee in accordance with its procedures prior to the Participant's death will control. For this purpose, a

Participant's most recent beneficiary designation properly filed under a Prior Agreement shall continue to be given effect until otherwise modified in accordance with the provisions of this Section. In the event no beneficiary is designated, or if all designated beneficiaries predecease the Participant, payment shall be payable to the following "default" beneficiaries of the Participant in the following order of priority: (1) the Participant's surviving spouse known to the Committee, if any; (2) the Participant's living children known to the Committee in equal shares; (3) the Participant's living parents known to the Committee in equal shares; (4) the Participant's surviving siblings known to the Committee in equal shares; or (5) the beneficiary's estate for distribution in accordance with the terms of the beneficiary's last will and testament or as a court of competent jurisdiction shall determine.

(f) **Death of Beneficiary** . In the event a beneficiary dies before full payment of the Participant's benefits under the Plan, benefits that would have been paid to such beneficiary shall continue in the same form in equal shares to the remaining beneficiaries at the same level (i.e., primary, contingent) and, if none, to the next level of beneficiaries. If there are no beneficiaries at the next level, then any remaining benefits shall be paid to the following "default" beneficiaries of the last living beneficiary in the following order of priority: (1) the beneficiary's surviving spouse known to the Committee, if any; (2) the beneficiary's living children known to the Committee in equal shares; (3) the beneficiary's surviving parents known to the Committee in equal shares; (4) the beneficiary's surviving siblings known to the Committee in equal shares; or (5) the beneficiary's estate for distribution in accordance with the terms of the beneficiary's last will and testament or as a court of competent jurisdiction shall determine.

5.4 Form of Distribution.

(a) **Forms Available.** If a Participant's Separation from Service is on account of the Participant's Retirement or is due to death, distribution of his or her Company Account and Retirement Accounts or, in the event of death, his or her Account, may be made, at the Participant's election per this Section 5.4, in one of the following forms:

(1) a lump sum;

(2) subject to the minimum account value restriction below, substantially equal annual installments over a period not to exceed fifteen (15) years; or

(3) solely with respect to distribution of the Participant's Account in the event of death, partially a lump sum and, subject to the minimum account value restriction below, substantially equal annual installments over a period not to exceed fifteen (15) years;

provided, however, that an installment election will be given effect only if, as of the date on which any lump sum payment would be valued, the value of the

Participant's Company Account or Retirement Account, as applicable, or in the event of death, Account, is at least fifty-thousand dollars ($50,000). Any Participant whose Company Account or Retirement Account, as applicable, or in the event of death, Account, is valued at less than fifty-thousand dollars ($50,000) as of the date on which any lump sum payment would be valued shall be defaulted to a lump sum payment.

(b) **Retirement Accounts** .

(1) The Account balance of a Participant as of December 31, 2008 shall, as of such date, be allocated to his or her Retirement Accounts in a manner determined by the Global Benefits Department to be consistent with his or her last affirmative form of payment election filed with the Global Benefits Department on or before December 31, 2008; provided, however, that in no event may any such election made in 2008 defer any amount otherwise payable during 2008 to 2009 or any later year or accelerate any amount otherwise payable during 2009 or any later year into 2008. (Notwithstanding the preceding, in the event a Participant's affirmative form of payment outstanding on December 31, 2008 is an "account balance-driven" election, the Participant's Account shall be allocated as of such date in accordance with his or her election, as though distribution would occur on December 31, 2008.) Deferrals (including Employer Contribution Credits and Incentive Payments) credited to the Participant's Account after December 31, 2008 and through March 31, 2009 shall also be allocated to the Participant's Retirement Accounts in accordance with such election. Any form of payment election filed during 2008 shall be deemed to have been made under applicable Internal Revenue Service transition relief (and thus shall not be subject to Sections 5.4(d)(1), (d)(2) and (d)(3)), unless the Participant specifically waives such transition relief. Any distribution election made after December 31, 2008 shall be subject to Section 5.4(d).

(2) With respect to any individual who is a Participant as of December 31, 2008, Incentive Payments credited after March 31, 2009, if any, will be allocated to his or her Retirement Accounts in accordance with his or her last affirmative form of payment election filed with the Global Benefits Department on or before December 31, 2008, which election may be separate from the election provided in Section 5.4(b)(1) above. Such election shall be irrevocable as of December 31, 2008.

(c) **Company Account** . A Participant's Company Account shall be paid in the form of a lump sum, unless the Participant makes a subsequent distribution election in accordance with Section 5.4(d).

(d) **Subsequent Elections** . A Participant may change his or her distribution election (or deemed distribution election) with respect to his or her Company Account or Retirement Account or, in the event of death, his or her Account, per

this Section 5.4 at any time by making a new election (referred to in this subsection as a "subsequent election") on a form (which may be electronic) approved by the Global Benefits Department and filed with the Global Benefits Department; provided, however, that such subsequent election shall be subject to the following restrictions:

(1) A subsequent election made after December 31, 2008 may not take effect until at least twelve (12) months after the date on which such subsequent election is made;

(2) Payment or initial payment pursuant to a subsequent election made after December 31, 2008 may not be made earlier than five (5) years from the date such payment would have been made absent the subsequent election (but, for this purpose, installment payments shall not commence until the first January 31 after such delay), unless the distribution is made on account of the Participant's death;

(3) A subsequent election made after December 31, 2008 related to a payment must be made not less than twelve (12) months before the date the payment is scheduled to be paid;

(4) Payment of a Participant's Company Account or Retirement Account or, in the event of death, Account, pursuant to a subsequent election must be completed by the last day of the Plan Year which contains the twentieth (20 th) anniversary of the Participant's Separation Pay Date or the Participant's death;

(5) For purposes of this Section 5.4(d) and Code Section 409A, the entitlement to annual installment payments is treated as the entitlement to a single payment;

(6) A Participant may make only one subsequent election after December 31, 2008 with respect to each of his or her Company Account and Retirement Accounts, and with respect to his or her Account in the event of death; provided, however, that any Participant who makes a form of payment election during 2008 and who elects to waive transition relief as provided in Section 5.4(b)(1) shall not be permitted to make a subsequent election after December 31, 2008 with respect to his or her Retirement Accounts.

If a Participant's distribution election does not satisfy the requirements of this Section 5.4(d), it will not be recognized or given effect by the Committee. In that event, distribution of the benefit will be made in accordance with the Participant's most recent distribution election which does satisfy the requirements of this Section 5.4(d).

(e) **Filing of Election** . A Participant's distribution elections under Section 5.2(b) or 5.3(a) must be filed with the Global Benefits Department on forms (which may be electronic) prescribed by the Global Benefits Department.

5.5 Distributions for Unforeseeable Emergencies.

(a) In the event of an Unforeseeable Emergency, the Committee, in its sole and absolute discretion and upon written application of a Participant or, following the Participant's death, the beneficiary to whom a Participant's benefits are then being paid, or will be paid, pursuant to Section 5.3, may direct immediate distribution of all or a portion of the Participant's Account (other than Employer Contribution Credits and Incentive Payments). The Committee will permit distribution on account of an Unforeseeable Emergency only to the extent reasonably necessary to satisfy the emergency need, plus amounts necessary to pay federal, state or local income taxes and penalties reasonably anticipated to result from the distribution, after taking into account the extent to which such need is or may be relieved through reimbursement or compensation by insurance, by liquidation of the Participant's or beneficiary's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship), or by cessation of deferrals under the Plan. Any distribution under this Section 5.5 shall first be made from the Participant's Scheduled In-Service Accounts (including earnings thereon), then from his or her Retirement Accounts (including earnings thereon) in the following order: Deferred Equity, Deferred Special Bonuses and Deferred Retention Bonuses, then pro rata from Deferred Compensation and Deferred Bonus. A Participant's Incentive Payments under Section 4.2 shall be ratably adjusted consistent with the above.

(b) Notwithstanding anything in the Plan to the contrary, if Wal-Mart reasonably anticipates that its deduction with respect to any distribution under this Section 5.5 would not be permitted due to the application of Code Section 162(m); such payment shall be suspended to the extent a deduction would not be permitted until the earliest date at which it reasonably anticipates that the deduction of such distribution would not be barred by application of Code Section 162(m); provided, however, that the conditions of Section 5.5(a) are still satisfied as of such date.

5.6 Reductions Arising from a Participant's Gross Misconduct.

Notwithstanding anything herein to the contrary, a Participant's Plan benefits are contingent upon the Participant not engaging in Gross Misconduct while employed with Wal-Mart or any Employer, or during such additional period as provided in Wal-Mart's Statement of Ethics. In the event the Committee determines that the Participant has engaged in Gross Misconduct during the prescribed period: (a) the Participant shall forfeit all Employer Contribution Credits and Incentive Payments, and credited Plan earnings thereon; (b) earnings credited to the Participant's Account derived from Deferred Compensation, Deferred Bonuses, Deferred Special Bonuses, Deferred Retention Bonuses and Deferred Equity shall be recalculated for each Plan Year to reflect the amount which would otherwise have been credited if the applicable per annum rate were fifty percent (50%) of the per annum rate in effect for such Plan Year; and (c) if the Participant is then receiving installment payments, any remaining installments shall be recalculated to reflect the amount which would otherwise have been paid if the applicable per annum rate were fifty percent (50%) of the per annum rate in

effect with respect to such installment payments. Under no circumstances will a Participant forfeit any portion of the Participant's Deferred Compensation, Deferred Bonuses, Deferred Special Bonuses, Deferred Retention Bonuses or Deferred Equity. Any payments received hereunder by a Participant (or the Participant's beneficiary) are contingent upon the Participant not engaging (or not having engaged) in Gross Misconduct while employed with Wal-Mart or any Employer, or during such additional period as provided in Wal-Mart's Statement of Ethics. If the Committee determines, after payment of amounts hereunder, that the Participant has engaged in Gross Misconduct during the prescribed period, the Participant (or the Participant's beneficiary) shall repay to Wal-Mart, or the applicable Employer, any amount in excess of that to which the Participant is entitled under this Section 5.6.

ARTICLE VI.
ADMINISTRATION

6.1 General.

The Committee is responsible for the administration of the Plan and is granted the following rights and duties:

(a) The Committee shall have the exclusive duty, authority and discretion to interpret and construe the provisions of the Plan, to determine eligibility for and the amount of any benefit payable under the Plan, and to decide any dispute which may rise regarding the rights of Participants (or their beneficiaries) under this Plan;

(b) The Committee shall have the authority to adopt, alter, and repeal such administrative rules, regulations, and practices governing the operation of the Plan as it shall from time to time deem advisable;

(c) The Committee may appoint a person or persons to act on behalf of, or to assist, the Committee in the administration of the Plan, establishment of forms (including electronic forms) desirable for Plan operation, and such other matters as the Committee deems necessary or appropriate;

(d) The decision of the Committee in matters pertaining to this Plan shall be final, binding, and conclusive upon Wal-Mart, any Related Affiliate, the Participant, the Participant's beneficiary, and upon any person affected by such decision, subject to the claims procedure set forth in Article VII; and

(e) In any matter relating solely to a Committee member's individual rights or benefits under this Plan, such Committee member shall not participate in any Committee proceeding pertaining to, or vote on, such matter.

6.2 Allocation and Delegation of Duties.

(a) The Committee shall have the authority to allocate, from time to time, by instrument in writing filed in its records, all or any part of its respective responsibilities under the Plan to one or more of its members as may be deemed advisable, and in the same manner to revoke such allocation of responsibilities. In the exercise of such allocated responsibilities, any action of the member to whom responsibilities are allocated shall have the same force and effect for all purposes hereunder as if such action had been taken by the Committee. The Committee shall not be liable for any acts or omissions of such member. The member to whom responsibilities have been allocated shall periodically report to the Committee concerning the discharge of the allocated responsibilities.

(b) The Committee shall have the authority to delegate, from time to time, by written instrument filed in its records, all or any part of its responsibilities under the Plan to such person or persons as the Committee may deem advisable (and may authorize such person to delegate such responsibilities to such other person or persons as the Committee shall authorize) and in the same manner to revoke any such delegation of responsibility. Any action of the delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Committee. The Committee shall not be liable for any acts or omissions of any such delegate. The delegate shall periodically report to the Committee concerning the discharge of the delegated responsibilities.

ARTICLE VII.
CLAIMS PROCEDURE

7.1 General.

Any claim for benefits under the Plan must be filed by the Participant or beneficiary ("claimant") in writing with the Committee or its delegate within one (1) year of the Participant's Separation from Service. If the claim is not filed within one (1) year of the Participant's Separation from Service, neither the Plan nor Wal-Mart or any Related Affiliate shall have any obligation to pay the benefit and the claimant shall have no further rights under the Plan. If a timely claim for a Plan benefit is wholly or partially denied, notice of the decision will be furnished to the claimant by the Committee or its delegate within a reasonable period of time, not to exceed sixty (60) days, after receipt of the claim by the Committee or its delegate. Any claimant who is denied a claim for benefits will be furnished written notice setting forth:

(a) the specific reason or reasons for the denial;

(b) specific reference to the pertinent Plan provision upon which the denial is based;

(c) a description of any additional material or information necessary for the claimant to perfect the claim; and

(d) an explanation of the Plan's claim review procedure.

7.2 Appeals Procedure.

To appeal a denial of a claim, a claimant or the claimant's duly authorized representative:

(a) may request a review by written application to the Committee not later than sixty (60) days after receipt by the claimant of the written notification of denial of a claim;

(b) may review pertinent documents; and

(c) may submit issues and comments in writing.

A decision on review of a denied claim will be made by the Committee not later than sixty (60) days after receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision will be rendered within a reasonable period of time, but not later than one hundred twenty (120) days after receipt of a request for review. The decision on review will be in writing and shall include the specific reasons for the denial and the specific references to the pertinent Plan provisions on which the decision is based.

ARTICLE VIII.
MISCELLANEOUS PROVISIONS

8.1 Amendment, Suspension or Termination of Plan.

Wal-Mart, by action of the Committee, reserves the right to amend, suspend or to terminate the Plan in any manner that it deems advisable; provided, however, that in no event shall a Participant's Account be distributed prior to the Participant's Separation from Service (except in the event of a Participant's Unforeseeable Emergency pursuant to Section 5.5). Notwithstanding the preceding sentence, the Plan may not be amended, suspended or terminated to cause a Participant to forfeit the Participant's then-existing Account.

Notwithstanding the preceding, Wal-Mart may, by action of the Committee within the thirty (30) days preceding or twelve (12) months following a change in control (within the meaning of Code Section 409A) of a relevant affiliate, partially terminate the Plan and distribute benefits to all Participants involved in such change in control within twelve (12) months after such action, provided that all plans sponsored by the service recipient immediately after the change in control (which are required to be aggregated with this Plan pursuant to Code Section 409A) are also terminated and liquidated with respect to each Participant involved in the change in control.

8.2 Non-Alienability.

No interest or amounts payable under the Plan may be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, whether voluntary or involuntary.

8.3 Recovery of Overpayments.

In the event any payments under the Plan are made on account of a mistake of fact or law, the recipient shall return such payment or overpayment to Wal-Mart as requested by Wal-Mart.

8.4 No Employment Rights.

The rights of a Participant to the payment of benefits as provided in the Plan may not be assigned, transferred, pledged or encumbered or be subject in any manner to alienation or anticipation. No Participant may borrow against his or her interest in the Plan. No interest or amounts payable under the Plan may be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, whether voluntary or involuntary, including but not limited to, any liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of any Participant.

8.5 No Right to Bonus.

Nothing contained herein shall be construed as conferring upon the Participant the right to receive a bonus from the MIP and any award under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005. A Participant's entitlement to such a bonus or award is governed solely by the provisions of those plans.

8.6 Withholding and Employment Taxes.

To the extent required by law, Wal-Mart or a Related Affiliate will withhold from a Participant's current compensation such taxes as are required to be withheld for employment taxes. To the extent required by law, Wal-Mart or a Related Affiliate will withhold from a Participant's Plan distributions such taxes as are required to be withheld for federal, Puerto Rican, state or local government income tax purposes.

8.7 Income and Excise Taxes.

The Participant (or the Participant's Beneficiaries) is solely responsible for the payment of all federal, Puerto Rican, state and local income and excise taxes resulting from the Participant's participation in this Plan.

8.8 Successors and Assigns.

The provisions of this Plan are binding upon and inure to the benefit of Wal-Mart and each Related Affiliate which is a participating employer, their successors and assigns, and the Participant, the Participant's beneficiaries, heirs, and legal representatives.

8.9 Governing Law.

This Plan shall be subject to and construed in accordance with the laws of the State of Arkansas to the extent not preempted by federal law.

IN WITNESS WHEREOF , this amended Officer Deferred Compensation Plan has been executed as of the day of , 2008, to be effective January 1, 2009.

COMPENSATION, NOMINATING AND GOVERNANCE COMMITTEE OF THE WAL-MART STORES, INC. BOARD OF DIRECTORS

Attest:

By: _____

_____

Assistant Secretary

APPENDIX A

Amounts deferred and vested on or before December 31, 2004 are subject to the terms of the Plan as it existed as of such date, which Plan is set forth in this Appendix A. The terms of this Appendix A shall not be materially modified (as that phrase is defined by Code Section 409A and guidance thereunder), either formally or informally, unless such modification specifically provides that it is intended to be a material modification within the meaning of Code Section 409A and guidance thereunder.

WAL-MART STORES, INC.
OFFICER DEFERRED COMPENSATION PLAN

ARTICLE I.
GENERAL

1.1 Purpose.

The purpose of the Wal-Mart Stores, Inc. Officer Deferred Compensation Plan ("Plan") is to: (a) attract and retain the valuable services of certain officers; (b) recognize, reward, and encourage contributions by such officers to the success of Wal-Mart Stores, Inc. ("Wal-Mart") and its Related Affiliates; and (c) enable such officers to defer certain compensation and bonuses, and to be credited with earnings and Incentive Payments with respect to such amounts.

1.2 Applicability to Prior Deferred Compensation Agreements; Effective Date.

This Plan was initially effective February l, 1996 with respect to compensation and bonuses deferred (and credited earnings thereon) under the Plan on or after February 1, 1996. In addition, prior to February 1, 1995, certain Eligible Officers entered into deferred compensation agreements ("Prior Agreements") with Wal-Mart containing terms similar to those contained in this Plan. Except as expressly provided herein, effective February 1, 1996 the Prior Agreements were amended and restated in the form of this Plan.

The Plan as initially adopted effective February 1, 1996, was amended from time-to-time, most recently by Amendment No. Three to the February 1, 1997 amended and restated Plan. The effective date of this amended and restated Plan is March 31, 2003, except as otherwise expressly provided herein.

1.3 Nature of Plan.

The Plan is intended to be (and shall be administered as) an unfunded employee pension plan benefiting a select group of management or highly compensated employees under the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"). The Plan shall

be “unfunded” for tax purposes and for purposes of Title I of ERISA. Any and all payments under the Plan shall be made solely from the general assets of Wal-Mart and, to the extent such payments or benefits are attributable to services with a respective Related Affiliate or Related Affiliates, such Related Affiliate or Related Affiliates. For this purpose, payments or benefits under the Plan are deemed to be attributable to services with the last Related Affiliate by whom the Participant was employed at or prior to the time benefits become payable under Article V. A Participant’s interests under the Plan do not represent or create a claim against specific assets of Wal-Mart or any Related Affiliate. Nothing herein shall be deemed to create a trust of any kind or create any fiduciary relationship between Wal-Mart, any Related Affiliate or the Committee, and a Participant, the Participant’s beneficiary or any other person. To the extent any person acquires a right to receive payments from Wal-Mart or a Related Affiliate under this Plan, such right is no greater than the right of any other unsecured general creditor of Wal-Mart or such Related Affiliate.

ARTICLE II.
DEFINITIONS

2.1 Definitions.

Whenever used in this Plan, the following words and phrases have the meaning set forth below unless the context plainly requires a different meaning:

(a) **Code** means the Internal Revenue Code of 1986, as amended from time to time.

(b) **Committee** means, effective October 1, 2003, the Compensation, Nominating and Governance Committee of the Board of Directors of Wal-Mart Stores, Inc.

(c) **Deferred Bonuses** means the amount deferred from bonuses payable to a Participant under the Wal-Mart Stores, Inc. Management Incentive Plan for Officers.

(d) **Deferred Compensation** means: (1) the compensation deferred by a Participant under Section 3.1 below; and (2) amounts deferred by a Participant under a Prior Agreement(s).

(e) **Disability** means a Total and Permanent Disability as from time to time defined in the Wal-Mart Stores, Inc. Profit Sharing Plan (or any successor plan thereto). A Participant must establish to the satisfaction of the Committee that a Disability exists. A Participant shall be treated as having a Disability only if such illness or injury results in the Participant’s Termination of Employment.

[**NOTE** : The definition of Disability shall be determined in accordance with the following definition in effect under the Wal-Mart Profit Sharing and 401(k) Plan (a successor plan to the Wal-Mart Stores, Inc. Profit Sharing Plan) as of October 3, 2004: a physical or mental disability resulting from a bodily injury or disease or mental disorder which: (a) causes the Participant to be “disabled” within the

meaning of Section 223 of the Social Security Act and (b) exists as of the Participant's termination of employment. For this purpose, a Participant who is covered by the Social Security Act must obtain a determination by the Social Security Administration that the Participant is "disabled" in order to have a Disability under this Plan. A Participant who is not covered by the Social Security Act will be deemed to have a Disability if the Participant provides a written certification by a licensed doctor (medicine or osteopathy) who is not a member of the Participant's family that the Participant is "disabled" within the meaning of Section 223 of the Social Security Act. Such definition shall not be modified on or after October 3, 2004.]

(f) **Early Retirement** means a Participant's Termination of Employment on or after the date the Participant has been continuously employed with Wal-Mart or a Related Affiliate twenty (20) or more years.

(g) **Eligible Officer** means an individual who is a corporate officer of Wal-Mart or a Related Affiliate designated by Wal-Mart as a participating employer, and who holds the title of Vice President or above, Treasurer, Controller, or an officer title of similar rank as determined by the Committee. In addition, Eligible Officer shall include a divisional officer of Wal-Mart or a Related Affiliate designated by Wal-Mart as a participating employer, and who holds the title of Vice President or above or an officer title of similar rank as determined by the Committee. Notwithstanding the preceding sentences, the term "Eligible Officer" shall not include an individual who entered into a Prior Agreement with Wal-Mart unless such individual consents to participation in the Plan on the terms and conditions herein set forth.

(h) **Fiscal Year** means the twelve (12)-month period commencing on February 1 and ending on January 31.

(i) **Grandfathered Account** means the bookkeeping account established by the Committee to reflect a Participant's Deferred Compensation, Deferred Bonuses, Incentive Payments, and credited earnings thereon, which are deferred and vested on or before December 31, 2004. Such amount shall be governed at all times by the terms of this Appendix A.

(j) A Participant is deemed to have engaged in **Gross Misconduct** if the Committee determines that the Participant has engaged in conduct inimical to the best interests of Wal-Mart or any Related Affiliate. Examples of conduct inimical to the best interests of Wal-Mart or its Related Affiliates include, without limitation, disclosure of confidential information in violation of Wal-Mart's Statement of Ethics, theft, the commission of a felony or a crime of moral turpitude, gross misconduct or similar serious offenses.

(k) **Incentive Payments** means the amounts credited to a Participant's Grandfathered Account: (1) in accordance with Section 4.2 below; and (2) a Participant's Prior Agreement(s).

(l) **Participant** means any Eligible Officer who defers compensation or bonuses under the Plan. An individual remains a Participant in the Plan until the Participant's Plan benefits have been fully distributed.

(m) **Plan Year** means: (1) for periods before February 1, 1997, the twelve (12)-month period commencing on February 1 and ending on January 31; (2) the period from February 1, 1997 through March 31, 1997; and (3) from and after April 1, 1997, the twelve (12)-month period commencing on April 1 and ending on March 31. Notwithstanding the above, for purposes of the Incentive Payments under Section 4.2, the February 1, 1996 - January 31, 1997 Plan Year and the short February 1, 1997 - March 31, 1997 Plan Year shall be treated as one Plan Year running from February 1, 1996 - March 31, 1997.

(n) **Related Affiliates** means a business or entity that is, directly or indirectly, fifty-one percent (51%) or more owned by Wal-Mart.

(o) **Retirement** means a Participant's Termination of Employment on or after the Participant's attainment of age fifty-five (55).

(p) **Termination of Employment** means a Participant ceasing to be actively employed by Wal-Mart and its Related Affiliates. Termination of Employment does not include the transfer of a Participant from the employ of Wal-Mart to a Related Affiliate or vice versa , a transfer between Wal-Mart's Related Affiliates, or periods while a Participant is on an approved leave of absence.

(q) **Unforeseeable Emergency** means a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or a Participant's dependent (as defined in Code Section 152(a)), the loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. An Unforeseeable Emergency does not exist to the extent such hardship is or may be relieved:

(1) through reimbursement or compensation by insurance or otherwise;

(2) by liquidation of the Participant's assets, to the extent the liquidation of such assets would itself not cause severe financial hardship; or

(3) by cessation of deferrals under this Plan.

The need to send a Participant's child to college or the desire to purchase a home does not constitute an Unforeseeable Emergency. The existence of an Unforeseeable

Emergency will be determined by the Committee, in its sole discretion, based upon the Participant's facts and circumstance and in accordance with restrictions imposed by the Code or guidance thereunder.

(r) **Annual Valuation Date** means the last day of each Plan Year.

ARTICLE III.
DEFERRED COMPENSATION AND BONUSES—
ESTABLISHMENT OF ACCOUNTS

3.1 Deferred Compensation.

For each Plan Year, each Eligible Officer may elect to defer all or a portion of what would otherwise be the Eligible Officer's federal taxable base compensation, net of employment taxes and estimated bi-weekly deductions as are determined to be in effect on the first day of the deferral period, to be paid for such Plan Year by Wal-Mart or a Related Affiliate designated by Wal-Mart as a participating employer. Amounts deferred (the "Deferred Compensation") will be deferred pro ratably for each payroll period of the Plan Year. All deferral elections made under this Section 3.1 must be filed with the Committee on forms approved by the Committee. Deferral elections must be (a) filed no later than the day preceding the Plan Year for which the deferral election is to be effective; or (b) with respect to an Eligible Officer appointed during the Plan Year, within thirty (30) days of such appointment. Individuals appointed as Eligible Officers on or after April 1, 2003 and before October 1, 2003 shall have thirty (30) days from such latter date to file a deferral election for the balance of the Plan Year.

Once made for a Plan Year, a deferral election may not be revoked, changed or modified. Notwithstanding the preceding sentence, in the event an Eligible Officer ceases to be employed as an Eligible Officer, such former Eligible Officer's deferral election shall automatically cease with respect to compensation earned on or after the individual ceases to be an Eligible Officer. A deferral election for one (1) Plan Year will not automatically be given effect for a subsequent Plan Year, so that if deferrals are desired for a subsequent Plan Year, a separate election must be made by the Eligible Officer for such Plan Year. An Eligible Officer's deferral election shall remain in effect with respect to any portion of base compensation paid while on a leave of absence, and, if the leave of absence is unpaid, shall resume upon return from the leave of absence during the same Plan Year and shall continue in effect for the balance of such Plan Year.

3.2 Deferred Bonuses.

Each Eligible Officer may elect to defer all or a portion of the Eligible Officer's bonus (if any) for a Fiscal Year under the Wal-Mart Stores, Inc. Management Incentive Plan for Officers. All bonus deferral elections made under this Section 3.2 must be made on forms approved by the Committee, and be filed with the Committee: (a) for the 1996-1997 Fiscal Year, no later than January 31, 1996; (b) for Fiscal Years beginning on or after February 1, 1997, no later than the March 31 of the Fiscal Year for which such bonus (if any) is payable; and (c) within thirty (30) days of the individual's appointment as an Eligible Officer if the Eligible Officer is newly appointed after March 31 of the Fiscal Year. Individuals appointed as Eligible Officers on or after April 1, 2003 and before October 1, 2003 shall have thirty (30) days from such latter date to file a bonus deferral election with respect to the February 1, 2003 - January 31, 2004 Fiscal Year.

Once made for a Fiscal Year, a bonus deferral election may not be revoked, changed or modified. Notwithstanding the preceding sentence, in the event an Eligible Officer ceases to be employed as an Eligible Officer but remains employed by Wal-Mart or by one of its Related Affiliates, such former Eligible Officer's bonus deferral election shall automatically cease with respect to that portion of a bonus earned on or after the date the individual ceases to be an Eligible Officer. For this purpose, the portion of a bonus earned on or after ceasing to be an Eligible Officer shall be determined by multiplying the bonus by a fraction, the numerator of which is the number of calendar days in such Fiscal Year in which the individual ceased to be an Eligible Officer, and the denominator of which is the total calendar days in such Fiscal Year. Effective for those bonuses payable for Fiscal Years beginning on or after February 1, 2003, in the event an Eligible Officer ceases to be employed as an Eligible Officer due to a Termination of Employment, or if an Eligible Officer takes an approved leave of absence, such Eligible Officer's bonus deferral election shall remain in effect with respect to that portion of a bonus earned while an Eligible Officer, even if such bonus is awarded after a Termination of Employment or while an Eligible Officer is on an approved leave of absence.

With respect to those Eligible Officers appointed on or after the first day of a Plan Year and who elect to defer all or a portion of their bonus (if any) for that initial Fiscal Year, such deferral elections shall apply only to that portion of the bonus earned after the date of such election, by multiplying the bonus by a fraction, the numerator of which is the number of calendar days in such Fiscal Year in which the individual elected to defer all or a portion of their bonus after first becoming appointed as an Eligible Officer, and the denominator of which is the total calendar days in such Fiscal Year. A bonus deferral election for one (1) Fiscal Year will not automatically be given effect for a subsequent Fiscal Year, so that if deferrals are desired for a subsequent Fiscal Year, a separate election must be made by the Eligible Officer for such Fiscal Year.

3.3 Establishment of Grandfathered Accounts.

The Deferred Compensation, Deferred Bonuses, and Incentive Payments will be credited to a bookkeeping account ("Grandfathered Account") established by the Committee on behalf of each Participant. The Deferred Compensation will be credited to the Participant's Grandfathered Account as of the last day of the Plan Year during which the Deferred Compensation would otherwise be payable to the Participant. The Deferred Bonus will be credited to the Participant's Grandfathered Account as of the date the bonus would have otherwise been paid in cash. The Incentive Payments will be credited to the Participant's Grandfathered Account as of the last day of the Plan Year specified in Section 4.2. A Participant's Grandfathered Account, including earnings credited thereto, will be maintained by the Committee until the Participant's Plan benefits have been paid in full.

3.4 Nature of Grandfathered Accounts.

Each Participant's Grandfathered Account will be used solely as a measuring device to determine the amount to be paid a Participant under this Plan. The Grandfathered Accounts do not constitute, nor will they be treated as, property or a trust fund of any kind. All amounts at any time attributable to a Participant's Grandfathered Account will be, and remain, the sole property of Wal-Mart and its Related Affiliates. A Participant's rights hereunder are limited to the right to receive Plan benefits as provided herein. The Plan represents an unsecured promise by Wal-Mart and the applicable Related Affiliate to pay the benefits provided by the Plan.

3.5 Annual Valuation of Grandfathered Accounts.

Each Participant's Grandfathered Account will be valued annually as of each Annual Valuation Date. The value of an Grandfathered Account as of any applicable Annual Valuation Date is the sum of the Grandfathered Account value as of the immediately preceding Annual Valuation Date, the Deferred Compensation, Deferred Bonuses and Incentive Payments allocated as of the applicable Annual Valuation Date, and the equivalent of interest credited to the Grandfathered Account under Section 4.1 as of the applicable Annual Valuation Date, less any distributions for Unforeseeable Emergencies since the preceding Annual Valuation Date but on or before the applicable Annual Valuation Date.

[Notwithstanding anything herein to the contrary, effective April 1, 2008, Grandfathered Accounts shall be credited with interest on a daily basis. The amount of interest to be credited each day shall be a daily rate of simple interest based on the interest rate in effect for the Plan Year as provided in Section 4.1. Also, effective January 1, 2009, the Plan Year for such purpose shall be the twelve-month period February 1 through January 31, with the period April 1, 2009 through January 31, 2010 being a short Plan Year. This Appendix A shall be construed in accordance with such modifications. It has been determined that these modifications do not constitute "material modifications" for purposes of Code Section 409A.]

ARTICLE IV.
ADDITIONS TO ACCOUNTS — CREDITED EARNINGS AND INCENTIVE PAYMENTS

4.1 Credited Annual Earnings.

For each Plan Year a Participant's Grandfathered Account will be credited with the equivalent of interest at the per annum rate established for such Plan Year by the Committee; provided, however, for the February 1, 1997 - March 31, 1997 Plan Year, the equivalent of interest shall be credited at one-sixth (1/6) of the per annum rate so established for such period. The per annum rate may be increased or decreased for any Plan Year to reflect changes in prevailing interest rates, as determined at the sole discretion of the Committee. Except for a Plan Year in which a Participant receives a distribution due to an Unforeseeable Emergency, the amount to be credited to a Participant's Grandfathered Account as of any Annual Valuation Date is the sum of: (a) the applicable per annum rate multiplied by the Participant's Grandfathered Account value as of the immediately preceding Annual Valuation Date; (b) fifty percent (50%) of the Participant's Deferred Compensation for the Plan Year ending on the

Annual Valuation Date multiplied by the applicable full annum rate; and (c) effective for Deferred Bonuses attributable to Fiscal Years beginning on or after February 1, 2003, a pro rata amount of interest equivalent at the applicable per annum rate based upon the number of days from the date such bonus would have otherwise been paid in cash through the applicable Annual Valuation Date.

[**NOTE** : The annual rate in effect for a Plan Year for this purpose shall be determined in accordance with the following formula in effect as of October 3, 2004: the rate on 10-year Treasury notes determined as of the first business day of January preceding each Plan Year, plus 270 basis points. Such formula shall not be modified on or after October 3, 2004. Notwithstanding the preceding, in light of uncertainty regarding whether adjustment of the annual rate would constitute a material modification of the Plan for Code Section 409A purposes, the annual rate was not adjusted for 2005. The annual rate for 2006 and future years will be adjusted in accordance with the above formula.]

For a Plan Year in which a Participant receives a distribution due to an Unforeseeable Emergency, the amount to be credited to the Participant's Grandfathered Account as of the applicable Annual Valuation Date is the sum of: (a) an equivalent amount of pro rata interest on the Participant's Grandfathered Account value as of the preceding Annual Valuation Date based upon the number of full calendar months in the Plan Year which the Grandfathered Account was not reduced due to the distribution; (b) an equivalent amount of pro rata interest on the Grandfathered Account value immediately after the distribution based upon the number of calendar months in the Plan Year in which the Participant's Grandfathered Account was reduced; (c) fifty percent (50%) of the Participant's Deferred Compensation for the Plan Year ending on the Annual Valuation Date multiplied by the applicable full annum rate; and (d) effective for Deferred Bonuses attributable to Fiscal Years beginning on or after February 1, 2003, a pro rata amount of interest equivalent at the applicable per annum rate based upon the number of days from the date such bonus would have otherwise been paid in cash through the applicable Annual Valuation Date.

4.2 Incentive Payments.

The Incentive Payments described below will be credited to a Participant's Grandfathered Account. Incentive Payments awarded and credited to a Participant's Grandfathered Account under a Prior Agreement (such Incentive Payments were previously referred to as "incentive bonuses" under the Prior Agreements), and credited interest thereon, will remain credited to a Participant's Grandfathered Account hereunder as of January 31, 1996. Thereafter, a Participant's entitlement to an Incentive Payment will be governed by this Section 4.2, including any Incentive Payment which may be awarded with respect to recognized Deferred Compensation (and credited earnings thereon) deferred under a Prior Agreement. Incentive Payments hereunder shall not duplicate any Incentive Payment awarded and credited under a Prior Agreement as of January 31, 1996.

(a) The Incentive Payments provided in this Section apply to a Participant's recognized Deferred Compensation and Deferred Bonuses for a Plan Year and credited Plan earnings thereon. For this purpose, Deferred Bonuses shall be

treated as being “for a Plan Year” for the Plan Year in which Deferred Bonuses are allocated to a Participant’s Grandfathered Account under Section 3.3. Incentive Payments are separately awarded based upon a Participant’s recognized Deferred Compensation and Deferred Bonuses for a given Plan Year and credited Plan earnings thereon. Solely for purposes of this Section 4.2, the February 1, 1996 - January 31, 1997 Plan Year and the short February 1, 1997 - March 31, 1997 Plan Year shall be treated as one Plan Year running from February 1, 1996 - March 31, 1997.

(b) The amount of an Incentive Payment is based on the Participant’s recognized Deferred Compensation and Deferred Bonuses for a Plan Year, plus credited Plan earnings on such sums through and including the Incentive Payment award date. The amount by which a Participant’s Deferred Compensation and Deferred Bonuses for a Plan Year exceeds twenty percent (20%) of the Participant’s base compensation will not be recognized in computing an Incentive Payment. Base compensation for this purpose means the Participant’s annual base rate of compensation for such Plan Year (proportionately increased for the special Plan Year of February 1, 1996 - March 31, 1997). Credited Plan earnings on such nonrecognized Deferred Compensation or Deferred Bonuses are likewise not taken into account in determining the amount of an Incentive Payment.

(c) If a Participant remains continuously employed with Wal-Mart or its Related Affiliates for a period of ten (10) consecutive full Plan Years, beginning with the first day of the first Plan Year in which the Participant had a Deferred Compensation or Deferred Bonus election in effect under this Plan or a Prior Agreement, and ending with the last day of the tenth (10th) Plan Year of such period, an Incentive Payment will be credited to the Participant’s Grandfathered Account as of the last day of such tenth 10th Plan Year. The Incentive Payment will be equal to twenty percent (20%) of the Participant’s recognized Deferred Compensation and Deferred Bonuses for ten (10), but not less than five (5), Plan Years (i.e., the first six (6) Plan Years of such ten (10)-year period), plus credited Plan earnings thereon through the award date. For each full Plan Year thereafter in which the Participant remains continuously employed with Wal-Mart or its Related Affiliates, an Incentive Payment will be credited to the Participant’s Grandfathered Account as of the last day of such Plan Year. Such Incentive Payment will be equal to twenty percent (20%) of the Participant’s recognized Deferred Compensation and Deferred Bonuses for the first Plan Year of the five (5)-consecutive Plan Year period ending on the award date, plus credited Plan earnings thereon through the award date.

(d) If a Participant remains continuously employed with Wal-Mart or its Related Affiliates for a period of fifteen (15) consecutive full Plan Years, beginning with the first day of the first Plan Year in which the Participant had a Deferred Compensation or Deferred Bonuses election in effect under this Plan or a Prior Agreement, and ending with the last day of the fifteenth (15th) Plan Year of such period, an Incentive Payment will be credited to the Participant’s Grandfathered

Account as of the last day of such fifteenth (15th) Plan Year. The Incentive Payment will be equal to ten percent (10%) of the Participant's recognized Deferred Compensation and Deferred Bonuses for fifteen (15), but not less than ten (10), Plan Years (i.e., the first six (6) Plan Years of such fifteen (15)-year period), plus credited Plan earnings thereon through the award date. For each full Plan Year thereafter in which the Participant remains continuously employed with Wal-Mart or its Related Affiliates, an Incentive Payment will be credited to the Participant's Grandfathered Account as of the last day of such Plan Year. Such Incentive Payment will be equal to ten percent (10%) of the Participant's recognized Deferred Compensation and Deferred Bonuses for the first Plan Year of a ten (10)-consecutive Plan Year period ending on the award date, plus credited Plan earnings thereon through the award date. The Incentive Payments provided in this Section 4.2(d) shall not take into account Incentive Payments credited under Section 4.2(c) or credited Plan earnings thereon.

(e) The Incentive Payments provided in this Section 4.2(e) only apply if a Participant has been a Participant under the Plan (or a Prior Agreement) for five (5) or more full Plan Years and if the Participant incurs a Retirement, Early Retirement, death or Disability before satisfaction of the ten (10)- or fifteen (15)-year periods described in Sections 4.2 (c) and (d) above, after taking into account the application of Section 4.2(f). In that event, only the Incentive Payment next to be credited (i.e., twenty percent (20%) or ten percent (10%)) will be credited to the Participant's Grandfathered Account as provided in this Section 4.2(e). In the event the Participant had not yet been awarded or credited with a twenty percent (20 %) Incentive Payment under Section 4.2(c), the Incentive Payment provided by this Section 4.2(e) will be based upon the ratio of (1) the number of full Plan Years worked since and including the first Plan Year in which the Participant had a Deferred Compensation or Deferred Bonus election in effect under this Plan or a Prior Agreement, to (2) ten (10), multiplied by twenty percent (20%). Such Incentive Payment will be based upon recognized amounts for the Plan Years which would otherwise have been considered in calculating the Participant's first Incentive Payment under Section 4.2(c). If the Participant has been awarded a twenty percent (20 %) Incentive Payment provided in Section 4.2 (c), the Incentive Payment provided by this Section 4.2(e) will be based upon the ratio of (1) the number of full Plan Years worked since the award date of the initial twenty percent (20%) Incentive Payment, to (2) five (5), multiplied by ten percent (10%). Such Incentive Payment will be based upon recognized amounts for the Plan Years which would otherwise have been considered in calculating the Participant's first Incentive Payment under Section 4.2(d). The Incentive Payment provided under this Section 4.2(e) will be determined and credited to the Participant's Grandfathered Account as of the date the Participant's Plan benefits are distributed in a lump sum payment. If, however, a Participant's benefits are to be distributed in installments, the amounts provided under this Section 4.2(e) will be determined and credited to the Participant's Grandfathered Account as of the January 31 on which installments are based.

(f) The Incentive Payments provided in this Section 4.2(f) apply only with respect to those Participants who: (1) incur a Termination of Employment on or after the last day of a Fiscal Year, but before the immediately following last day of a Plan Year (e.g., on or after January 31, but before the next March 31); and (2) who, but for such Termination of Employment before the last day of a Plan Year, would have been credited with an Incentive Payment under Section 4.2(c) and/or 4.2(d). In that event, the Incentive Payments which would have been credited to the Participant's Grandfathered Account but for such early Termination of Employment will be credited to the Participant's Grandfathered Account as if the Participant had remained employed with Wal-Mart or its Related Affiliates through the last day of the Plan Year, with no reduction due to the early Termination of Employment. The Incentive Payments provided under this Section 4.2(f) will be determined and credited to the Participant's Grandfathered Account as of the date the Participant's Plan benefits are distributed in a lump sum payment. If, however, a Participant's benefits are to be distributed in installments, the amounts provided under this Section 4.2(f) will be determined and credited to the Participant's Grandfathered Account as of the January 31 on which installments are based.

[**NOTE** : Incentive Payments are frozen under this Appendix A. From and after January 1, 2005, all Incentive Payments shall be made under the Plan, not this Appendix A.

ARTICLE V.
PAYMENT OF PLAN BENEFITS

5.1 Distribution Restrictions.

Except in the event of a Participant's Unforeseeable Emergency, Plan benefits will not be payable to a Participant prior to the earliest occurrence of the Participant's Retirement, Early Retirement, Termination of Employment, Disability or death.

5.2 Termination Benefits.

(a) General.

In the event of a Participant's Termination of Employment for reasons other than the Participant's Retirement, Early Retirement, Disability or death, the Participant's Plan benefits will be distributed in a lump sum under Section 5.2(b) or Section 5.2(c), as applicable, within sixty (60) days after the end of the calendar month in which the Termination of Employment occurs; provided, however, that if the Participant's Termination of Employment occurs after the Participant has attained age fifty (50), the Participant's Plan benefits will be distributed in a lump sum under Section 5.2(b) or Section 5.2(c), as applicable, or, subject to the minimum account value restrictions of Section 5.6 below, in substantially equal annual installments under Section 5.2(e) over a period not to exceed fifteen (15) years, in accordance with the Participant's distribution election given effect under the provisions of Section 5.6 below.

(b) Termination on Last Business Day of Plan Year.

If the Participant's Termination of Employment occurs on the last business day (excluding for this purpose, Saturday and Sunday) of a Plan Year, the lump sum amount will be the sum of: (1) the value of the Participant's Grandfathered Account, as determined under Section 3.5, as of the Annual Valuation Date coincident with or immediately following the Participant's Termination of Employment and (2) a pro rata amount of interest equivalent (determined at the per annum rate in effect for the Plan Year in which distribution occurs) on the amount determined in (1) through the date of distribution based upon the number of calendar days since such Annual Valuation Date.

(c) Termination on Other Than Last Business Day of Plan Year.

If the Participant's Termination of Employment occurs on a date other than the last business day (excluding for this purpose, Saturday and Sunday) of a Plan Year, the lump sum amount will equal the sum of: (1) the value of the Participant's Grandfathered Account as of the Annual Valuation Date immediately preceding Termination of Employment; (2) a pro rata amount of interest equivalent (determined at the per annum rate in effect for a Plan Year under Section 4.1) on the Participant's Grandfathered Account value as of such immediately preceding Annual Valuation Date based upon the number of calendar days since such Annual Valuation Date through the date of distribution; (3) the Participant's Deferred Compensation for the Plan Year in which Termination of Employment occurs; (4) a pro rata amount of interest equivalent (determined by multiplying fifty percent (50%) of the amount determined in (3) by the applicable full annum rate in effect for a Plan Year under Section 4.1) based upon the number of calendar days since the Annual Valuation Date immediately preceding Termination of Employment through the date of distribution; and (5) the Participant's Incentive Payments (if any) as provided in Section 4.2(f).

(d) Death.

In the event of a Participant's death before full payment of Plan benefits under this Section 5.2, payment shall be made (or continue to be made) to the Participant's beneficiary designated under Section 5.5 in accordance with Participant's separate election for death benefits under Section 5.6, or, with respect to those Participants in pay status who die on or after October 1, 2003, if the Participant did not designate a beneficiary under Section 5.5 or if no such beneficiary survives the Participant, payment shall be made in the form of a lump sum to the Participant's estate.

(e) Installment Distributions.

If distribution is to be made in the form of annual installments pursuant to Section 5.2(a), the Participant's installments will be based upon the value of the Participant's Grandfathered Account as of the January 31 coincident with or immediately following the Participant's Termination of Employment. For this purpose, the Participant's Grandfathered Account value as of such January 31 shall be equal to the sum of: (1) the value of the Participant's Grandfathered

Account as of the Annual Valuation Date immediately preceding the Participant's Termination of Employment; (2) a pro rata amount of interest equivalent (determined at the applicable per annum rate in effect for a Plan Year under Section 4.1) on the Participant's Grandfathered Account value as of such immediately preceding Annual Valuation Date based upon the number of calendar days since such Annual Valuation Date through the January 31; (3) the Participant's Deferred Compensation for the Plan Year in which Termination of Employment occurs; (4) the Participant's Incentive Payments (if any) as provided in Section 4.2(e) or Section 4.2(f); and (5) a pro rata amount of interest equivalent (determined by multiplying fifty percent (50%) of the amount determined in (3) by the applicable full annum rate in effect for a Plan Year under Section 4.1) based upon the number of calendar days since the Annual Valuation Date immediately preceding Termination of Employment through such January 31.

Notwithstanding the preceding paragraph, if the Participant's Termination of Employment occurs on a January 31 (excluding for this purpose, Saturday and Sunday), the Participant's installments will be based upon the sum of: (1) the value of the Participant's Grandfathered Account as of the Annual Valuation Date immediately following the Participant's Termination of Employment; (2) a pro rata amount of interest equivalent (determined at the applicable per annum rate in effect for a Plan Year under Section 4.1) on the Participant's Grandfathered Account value as of such immediately following Annual Valuation Date based upon the number of calendar days since such Annual Valuation Date through the following January 31; and (3) the Participant's Incentive Payments (if any) as provided in Section 4.2(e) or Section 4.2(f).

The Plan benefits determined above will be paid in equal annual installments in an amount which would fully amortize a loan equal to such Plan benefits over the period covered by the installment period (such period commencing on the February 1 following the January 31 on which the Participant's Grandfathered Account is valued under this Section), with interest calculated at the per annum rate in effect for the Plan Year in which the Participant's Termination of Employment occurs. The first installment will be paid as of the January 31 following the Participant's Termination of Employment, and continue on each successive January 31 until the Participant's benefits are distributed in full. For purposes of the preceding sentence, it is expressly provided that, if a Participant's Termination of Employment occurs on a January 31, the first installment will be paid on the next-following January 31.

5.3 Retirement, Early Retirement, and Disability Benefits.

(a) General.

In the event of a Participant's Termination of Employment due to the Participant's Retirement, Early Retirement or Disability, the Participant's Plan benefits will be distributed in a lump sum or in substantially equal annual installments over a period not to exceed fifteen (15) years, subject to the minimum account value restrictions of Section 5.6 below and in accordance with the Participant's distribution election given effect under the provisions of Section 5.6 below.

(b) Lump Sum Distributions.

If distribution is to be made in the form of a lump sum, the Participant's Plan benefits will be distributed within sixty (60) days after the end of the calendar month in which the Retirement, Early Retirement or Disability occurs. If the Participant's Retirement, Early Retirement or Disability occurs on the last business day (excluding for this purpose Saturday and Sunday) of a Plan Year, the lump sum amount will be the sum of: (1) the value of the Participant's Grandfathered Account, as determined under Section 3.5, as of the Annual Valuation Date coincident with or immediately following the Participant's Retirement, Early Retirement or Disability; (2) a pro rata amount of interest equivalent (determined at the per annum rate in effect for the Plan Year in which distribution occurs) on the amount determined in (1) through the date of distribution based upon the number of calendar days since such Annual Valuation Date; and (3) the Participant's Incentive Payment (if any) as provided in Section 4.2(e).

If the Participant's Retirement, Early Retirement or Disability occurs on a date other than the last business day (excluding for this purpose Saturday and Sunday) of a Plan Year, the lump sum amount will equal the sum of: (1) the value of the Participant's Grandfathered Account as of the Annual Valuation Date immediately preceding Retirement, Early Retirement or Disability; (2) a pro rata amount of interest equivalent (determined at the per annum rate in effect for a Plan Year under Section 4.1) on the Participant's Grandfathered Account value as of such immediately preceding Annual Valuation Date based upon the number of calendar days since such Annual Valuation Date through the date of distribution; (3) the Participant's Deferred Compensation for the Plan Year in which Retirement, Early Retirement or Disability occurs; (4) the Participant's Incentive Payments (if any) as provided in Section 4.2(e) or Section 4.2(f); and (5) a pro rata amount of interest equivalent (determined by multiplying fifty percent (50%) of the amount determined in (3) by the applicable full annum rate in effect for a Plan Year under Section 4.1) based upon the number of calendar days since the Annual Valuation Date immediately preceding Retirement, Early Retirement or Disability through the date of distribution.

(c) Installment Distributions.

If distribution is to be made in the form of annual installments, the Participant's installments will be based upon the value of the Participant's Grandfathered Account as of the January 31 coincident with or immediately following the Participant's Retirement, Early Retirement or Disability. For this purpose, the Participant's Grandfathered Account value as of such January 31 shall be equal to the sum of: (1) the value of the Participant's Grandfathered Account as of the Annual Valuation Date immediately preceding the Participant's Retirement, Early Retirement or Disability; (2) a pro rata amount of interest equivalent (determined at the applicable per annum rate in effect for a Plan Year under Section 4.1) on the Participant's Grandfathered Account value as of such immediately preceding Annual Valuation Date based upon the number of calendar days since such Annual Valuation Date through the January 31; (3) the Participant's Deferred Compensation for the Plan Year in which Retirement, Early Retirement or Disability occurs; (4) the Participant's Incentive Payments (if any) as provided in Section 4.2(e) or Section 4.2(f); and (5) a pro rata amount of interest equivalent (determined

by multiplying fifty percent (50%) of the amount determined in (3) by the applicable full annum rate in effect for a Plan Year under Section 4.1) based upon the number of calendar days since the Annual Valuation Date immediately preceding Retirement, Early Retirement or Disability through such January 31.

Notwithstanding the preceding paragraph, if the Participant's Retirement, Early Retirement or Disability occurs on a January 31 (excluding for this purpose, Saturday and Sunday), the Participant's installments will be based upon the sum of: (1) the value of the Participant's Grandfathered Account as of the Annual Valuation Date immediately following the Participant's Retirement, Early Retirement or Disability; (2) a pro rata amount of interest equivalent (determined at the applicable per annum rate in effect for a Plan Year under Section 4.1) on the Participant's Grandfathered Account value as of such immediately following Annual Valuation Date based upon the number of calendar days since such Annual Valuation Date through the following January 31; and (3) the Participant's Incentive Payments (if any) as provided in Section 4.2(e) or Section 4.2(f).

The Plan benefits determined above will be paid in equal annual installments in an amount which would fully amortize a loan equal to such Plan benefits over the period covered by the installment period (such period commencing on the February 1 following the January 31 on which the Participant's Grandfathered Account is valued under this Section), with interest calculated at the per annum rate in effect for the Plan Year in which the Participant's Retirement, Early Retirement or Disability occurs. The first installment will be paid as of the January 31 following the Participant's Retirement, Early Retirement or Disability, and continue on each successive January 31 until the Participant's benefits are distributed in full. For purposes of the preceding sentence, it is expressly provided that, if a Participant's Retirement, Early Retirement or Disability occurs on a January 31, the first installment will be paid on the next-following January 31.

(d) Death.

In the event of a Participant's death before full payment of Plan benefits under this Section 5.3, payment shall be made (or continue to be made) to the Participant's beneficiary designated under Section 5.5 in accordance with Participant's separate election for death benefits under Section 5.6, or, with respect to those Participants in pay status who die on or after October 1, 2003, if the Participant did not designate a beneficiary under Section 5.5 or if no such beneficiary survives the Participant, payment shall be made in the form of a lump sum to the Participant's estate.

5.4 Death Benefits.

(a) General.

In the event of a Participant's Termination of Employment due to the Participant's death, the Participant's Plan benefits will be distributed in a lump sum or, subject to the minimum account value restrictions of Section 5.6 below, in substantially equal annual installments over a period not to exceed fifteen (15) years, in accordance with the Participant's distribution election given effect under the provisions of Section 5.6 below. Amounts will be distributed to the beneficiary designated under 5.5 below.

(b) Lump Sum Distributions.

If distribution is to be made in the form of a lump sum, the Participant's Plan benefits will be distributed within sixty (60) days after the end of the calendar month in which the Participant's death occurs. If the Participant's death occurs on the last business day (excluding for this purpose Saturday and Sunday) of a Plan Year, the lump sum amount will be the sum of: (1) the value of the Participant's Grandfathered Account, as determined under Section 3.5, as of the Annual Valuation Date coincident with or immediately following the Participant's death; (2) a pro rata amount of interest equivalent (determined at the per annum rate in effect for the Plan Year in which distribution occurs) on the amount determined in (1) through the date of distribution based upon the number of calendar days since such Annual Valuation Date; and (4) the Participant's Incentive Payment (if any) as provided in Section 4.2(e).

If the Participant's death occurs on a date other than the last business day (excluding for this purpose Saturday and Sunday) of a Plan Year, the lump sum amount will equal the sum of: (1) the value of the Participant's Grandfathered Account as of the Annual Valuation Date immediately preceding the Participant's death; (2) a pro rata amount of interest equivalent (determined at the per annum rate in effect for a Plan Year on the Participant's Grandfathered Account value as of the immediately preceding Annual Valuation Date based upon the number of full calendar days since such Annual Valuation Date through date of distribution; and (3) the Participant's Incentive Payments (if any) as provided in Section 4.2(e) or Section 4.2(f).

(c) Installment Distributions.

If distribution is to be made in the form of annual installments, the installments will be based upon the value of the Participant's Grandfathered Account as of the January 31 coincident with or immediately following the Participant's death. For this purpose, a Participant's Grandfathered Account value as of such January 31 shall be determined in accordance with the manner specified in Section 5.3(c). The Plan benefits determined - above will be paid in equal annual installments in an amount which would fully amortize a loan equal to such Plan benefits over the period covered by the installment period (such period commencing on the February 1 following the January 31 on which the Participant's Grandfathered Account is valued under this Section), with interest calculated at the per annum rate in effect for the Plan Year in which the Participant's death occurs. The first installment will be paid as of the January 31 coincident with or following the Participant's death; and continue on each successive January 31 until the Participant's benefits are distributed in full. For purposes of the preceding sentence, it is expressly provided that if a Participant dies on a January 31, the first installment will be paid on the next-following January 31.

5.5 Designation of Beneficiary.

A Participant may, by written or electronic instrument delivered to the Committee in the form prescribed by the Committee, designate primary and contingent beneficiaries to receive any benefit payments which may be payable under this Plan following the Participant's death, and may designate the proportions in which such beneficiaries are to receive such payments. Any such designation will apply to both the Participant's Account (as defined in the Plan) and his or her Grandfathered Account, if any; a Participant may not designate different beneficiaries for his or her Account and Grandfathered Account. A Participant may change such designations from time to time and the last written designation filed with the Committee prior to the Participant's death will control. In the event no beneficiary is designated, or if the designated beneficiary predeceases the Participant, payment shall be payable to the Participant's estate. For this purpose, a Participant's most recent written beneficiary designation properly filed under a Prior Agreement shall continue to be given effect until otherwise modified in accordance with the provisions of this Section.

5.6 Form of Distribution.

If a Participant's Termination of Employment is due to the Participant's Retirement, Early Retirement Disability or death, or occurs after the Participant has attained age fifty (50), distribution may be made, at the Participant's election, in a lump sum or in substantially equal annual installments over a period not to exceed fifteen (15) years; provided, however, with respect to Terminations of Employment occurring on or after October 1, 2003, an installment election will be given effect only if, as of the date on which any lump sum payment would be valued, the participant's Grandfathered Account is valued at greater than fifty-thousand dollars ($50,000). Any Participant whose Grandfathered Account is valued at less than fifty-thousand dollars as of the date on which any lump sum payment would be valued shall be defaulted to a lump sum payment. A Participant may file a distribution election with the Committee on forms prescribed by the Committee. A distribution election, once given effect under this Section 5.6, will apply to the Participant's total Plan benefits. A Participant may, however, file a separate election for death benefits payable under Section 5.2 - 5.4. To be given effect under this Section 5.6, any distribution election for benefits payable under Section 5.2 or Section 5.3 to the Participant must have been filed with the Committee at least six (6) full calendar months before the occurrence of an event entitling the Participant to a distribution thereunder. If a Participant's distribution election has not been on file with the Committee for the full six (6)-month period, it will not be recognized or given effect by the Plan. In that event, distribution will be made in accordance with the Participant's most recent distribution election which was filed with the Committee at least six (6) months prior to the Participant's Retirement, Early Retirement, Disability, or Termination of Employment after age fifty (50). The six (6)- month period provided above shall not apply to death benefits payable under Section 5.2 - 5.4. For purposes of this Section 5.6, a Participant's last distribution election filed with Wal-Mart under a Prior Agreement will be given effect for the Participant's total Plan benefits until superseded or amended by the Participant in accordance with the provisions of this Section, except that death benefits under Section 5.4 will be paid in a lump sum unless an affirmative election to the contrary is filed by the Participant. If the Participant has not been a Participant in the Plan for at least six (6) months prior to the Participant's Retirement, Early Retirement Disability, or

Termination of Employment after age fifty (50), the Participant's initial distribution election filed with Wal-Mart will be given effect. For purposes of this Section 5.6, it is expressly provided that any installment election which would be given effect hereunder for benefits payable under Section 5.3 shall automatically be given effect for Participants who incur a Termination of Employment on or after June 1, 1999 and after attaining age fifty (50), without the consent or ratification of any such Participant.

5.7 Reductions Arising from a Participant's Gross Misconduct.

A Participant's Plan benefits are contingent upon the Participant not engaging in Gross Misconduct while employed with Wal-Mart or any Related Affiliate, or during such additional period as provided in Wal-Mart's Statement of Ethics. Notwithstanding anything herein to the contrary, in the event the Committee determines that the Participant has engaged in Gross Misconduct during the prescribed period: (a) the Participant shall forfeit all Incentive Payments, and credited Plan earnings thereon; and (b) earnings credited to the Participant's Grandfathered Account derived from Deferred Compensation and Deferred Bonuses shall be recalculated for each Plan Year to reflect the amount which would otherwise have been credited if the applicable per annum rate were fifty percent (50%) of the per annum' rate in effect for such Plan Year. Under no circumstances will a Participant forfeit any portion of the Participant's Deferred Compensation or Deferred Bonuses. Any payments received hereunder by a Participant (or the Participant's beneficiary) are contingent upon the Participant not engaging (or not having engaged) in Gross Misconduct while employed with Wal-Mart or any Related Affiliate, or during such additional period as provided in Wal-Mart's Statement of Business Ethics. If the Committee determines, after payment of amounts hereunder, that the Participant has engaged in Gross Misconduct during the prescribed period, the Participant (or the Participant's beneficiary) shall repay to Wal-Mart, or the applicable Related Affiliate, any amount in excess of that to which the Participant is entitled under this Section 5.7.

5.8 Distributions for Unforeseeable Emergencies.

In the event of an Unforeseeable Emergency, the Committee, in its sole and absolute discretion and upon written application of such Participant, may direct immediate distribution of all or a portion of the Participant's Plan benefits. The Committee will permit distribution because of an Unforeseeable Emergency only to the extent reasonably needed to satisfy the emergency need.

Notwithstanding anything herein to the contrary, the provisions of this paragraph apply in the event a Participant receives a distribution under this Section 5.8, the Participant's Termination of Employment for any reason occurs on a date other than the last business day of a Fiscal Year (excluding for this purpose Saturday or Sunday), and the Participant's benefits hereunder for any reason are paid in the same Fiscal Year in which the Participant received a distribution for Unforeseeable Emergencies under this Section 5.8. In that event, the Participant's lump sum amount calculated under Sections 5.2, 5.3, or 5.4 will be reduced by the amount distributed under this Section 5.8 and the applicable interest equivalent will be calculated in a manner consistent with Section 4.1.

ARTICLE VI.
ADMINISTRATION

6.1 General.

The Committee is responsible for the administration of the Plan and is granted the following rights and duties:

(a) The Committee shall have the exclusive duty, authority and discretion to interpret and construe the provisions of the Plan, to determine eligibility for and the amount of any benefit payable under the Plan, and to decide any dispute which may rise regarding the rights of Participants (or their beneficiaries) under this Plan;

(b) The Committee shall have the authority to adopt, alter, and repeal such administrative rules, regulations, and practices governing the operation of the Plan as it shall from time to time deem advisable;

(c) The Committee may appoint a person or persons to act on behalf of, or to assist, the Committee in the administration of the Plan, establishment of forms (including electronic forms) desirable for Plan operation, and such other matters as the Committee deems necessary or appropriate;

(d) The decision of the Committee in matters pertaining to this Plan shall be final, binding, and conclusive upon Wal-Mart, any Related Affiliate, the Participant, the Participant's beneficiary, and upon any person affected by such decision, subject to the claims procedure set forth in Article VII; and

(e) In any matter relating solely to a Committee member's individual rights or benefits under this Plan, such Committee member shall not participate in any Committee proceeding pertaining to, or vote on, such matter.

ARTICLE VII.
CLAIMS PROCEDURE

7.1 General.

Any claim for benefits under the Plan must be filed by the Participant or beneficiary ("claimant") in writing with the Committee or its delegate. If a claim for a Plan benefit is wholly or partially denied, notice of the decision will be furnished to the claimant by the Committee or its delegate within a reasonable period of time, not to exceed sixty (60) days, after receipt of the claim by the Committee or its delegate. Any claimant who is denied a claim for benefits will be furnished written notice setting forth:

(a) the specific reason or reasons for the denial;

(b) specific reference to the pertinent Plan provision upon which the denial is based;

(c) a description of any additional material or information necessary for the claimant to perfect the claim; and

(d) an explanation of the Plan's claim review procedure.

7.2 Appeals Procedure.

To appeal a denial of a claim, a claimant or the claimant's duly authorized representative:

(a) may request a review by written application to the Committee not later than sixty (60) days after receipt by the claimant of the written notification of denial of a claim;

(b) may review pertinent documents; and

(c) may submit issues and comments in writing.

A decision on review of a denied claim will be made by the Committee not later than sixty (60) days after receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision will be rendered within a reasonable period of time, but not later than one hundred twenty (120) days after receipt of a request for review. The decision on review will be in writing and shall include the specific reasons for the denial and the specific references to the pertinent Plan provisions on which the decision is based.

ARTICLE VIII.
MISCELLANEOUS PROVISIONS

8.1 Amendment, Suspension or Termination of Plan.

Wal-Mart, by action of the Committee, reserves the right to amend, suspend or to terminate the Plan in any manner that it deems advisable. Notwithstanding the preceding sentence, the Plan may not be amended, suspended or terminated to cause a Participant to forfeit the Participant's then-existing Grandfathered Account.

8.2 Non-Alienability.

The rights of a Participant to the payment of benefits as provided in the Plan may not be assigned, transferred, pledged or encumbered or be subject in any manner to alienation or anticipation. No Participant may borrow against the Participant's interest in the Plan. No interest or amounts payable under the Plan may be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, whether voluntary or involuntary, including but not limited to, any liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of any Participant.

8.3 No Employment Rights.

Nothing contained herein shall be construed as conferring upon the Participant the right to continue in the employ of Wal-Mart or any of its Related Affiliates as an officer or in any other capacity.

8.4 No Right to Bonus.

Nothing contained herein shall be construed as conferring upon the Participant the right to receive a bonus from the Wal-Mart Stores, Inc. Management Incentive Plan for Officers. A Participant's entitlement to such a bonus is governed solely by the provisions of that plan.

8.5 Withholding and Employment Taxes.

To the extent required by law, Wal-Mart, or a Related Affiliate will withhold from a Participant's current compensation or from Plan distributions, as the case may be, such taxes as are required to be withheld for federal, state or local government purposes.

8.6 Income and Excise Taxes.

The Participant (or the Participant's beneficiaries or estate) is solely responsible for the payment of all federal, state and local income and excise taxes resulting from the Participant's participation in this Plan.

8.7 Successors and Assigns.

The provisions of this Plan are binding upon and inure to the benefit of Wal-Mart and each Related Affiliate which is a participating employer, their successors and assigns, and the Participant, the Participant's beneficiaries, heirs, and legal representatives.

8.8 Governing Law.

This Plan shall be subject to and construed in accordance with the laws of the State of Arkansas to the extent not preempted by federal law.

EXHIBIT 10(e)

Grant Date
Number of Shares
Social Security Number:

WAL-MART STORES, INC.
STOCK INCENTIVE PLAN OF 2005

RESTRICTED STOCK AWARD
NOTIFICATION OF AWARD AND TERMS AND CONDITIONS OF AWARD

This Restricted Stock Award Agreement (the "Agreement") contains the terms and conditions of the restricted stock award granted to you by Wal-Mart Stores, Inc., a Delaware corporation ("Walmart") under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005.

1. Grant of Restricted Stock. Walmart has granted to you, effective on the Grant Date (shown above), the right to receive the number of shares of the common stock of Walmart (shown above), par value $0.10 per share ("Shares") at the end of the vesting period (as defined below). Before the Shares are vested, they are referred to in this Agreement as "Restricted Stock."

2. Stock Incentive Plan Governs. The award and this Agreement are subject to the terms and conditions of the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005, as amended from time to time (the "Plan"). The Plan is incorporated in this Agreement by reference and all capitalized terms used in this Agreement have the meaning set forth in the Plan, unless this Agreement specifies a different meaning. By accepting this Agreement, you accept this award, acknowledge receipt of a copy of the Plan and the prospectus covering the Plan and acknowledge that the award is subject to all the terms and provisions of the Plan and this Agreement. You further agree to accept as binding, conclusive and final all decisions and interpretations by the Committee of the Plan upon any questions arising under the Plan.

3. Payment . The Restricted Stock is granted without requirement of payment. However, if the Shares have not been previously issued, you must pay the par value ($0.10) per Share no later than 10 business days after the Grant Date. You will be advised if this is the case and you will be given payment instructions at that time.

4. Stockholder Rights . Your Restricted Stock will be held for you by Walmart until the applicable Vesting Date. You shall have all the rights of a stockholder on shares of Restricted Stock that vest. With respect to your unvested Restricted Stock,

A. You shall have the right to vote such shares at any meeting of stockholders of Walmart;

B. You shall have and the right to receive, free of vesting restrictions (but subject to applicable withholding taxes) all cash dividends paid with respect to such shares; and

C. Any non-cash dividends and other non-cash proceeds of such shares, including stock dividends and any other securities issued or distributed in respect of such shares shall be

subject to the same vesting and forfeiture conditions as the shares of Restricted Stock to which they relate, and the term “Restricted Stock” when used in this Agreement shall also include any related stock dividends and other securities issued or distributed in respect of such shares.

5. Vesting of Restricted Stock.

A. Vesting . Your Restricted Stock will vest as follows, provided you have not incurred a Forfeiture Condition described below:

Percentage of shares vesting	Vesting Date

B. Forfeiture Conditions . Subject to Paragraph 5C. below, the shares of your Restricted Stock that would otherwise vest on a Vesting Date will not vest and shall be forfeited if, after the Grant Date and prior to the Vesting Date your continuous status as an Associate terminates or after the Grant Date and on or prior to the Vesting Date,

1. You (a) have become or (b) are discussing or negotiating the possibility of becoming, or (c) are considering an offer to become, or have accepted an offer or entered into an agreement to become an employee, officer, director, partner, manager, consultant to, or agent of, or otherwise becoming affiliated with, any entity competing or seeking to compete with Walmart or an Affiliate; or

2. You are subject to an administrative suspension, unless you are reinstated as an Associate in good standing at the end of the administrative suspension period, in which case the applicable number of shares of Restricted Stock would vest as of the date of such reinstatement; or

3. You have not executed and delivered to the Company a Non-Disclsoure and Restricted Use Agreement, in a form to be provided to you by the Company.

C. Accelerated Vesting; Vesting Notwithstanding Termination . Your Restricted Stock will vest earlier than described in Paragraph 5A, and such earlier vesting date shall also be considered a “Vesting Date,” under the following circumstances:

1. If your Continuous Status as an Associate is terminated by your Disability, your Restricted Stock that would have become vested on a Vesting Date occurring no more than 3 months after your Continuous Status as an Associate is so terminated will become vested on the date your Continuous Status as an Associate is so terminated. “Disability” for this purpose means you have a physical or mental

condition resulting from bodily injury, disease or mental disorder that constitutes total disability under the Federal Social Security Act and for which you have actually been approved for Social Security disability benefits.

2. If your Continuous Status as an Associate is terminated by your death on or after ten years of service or on or after the third anniversary of the Grant Date, your Restricted Stock shall immediately become fully vested.

3. The Committee may, in its discretion, at any time accelerate the vesting of your Restricted Stock on such terms and conditions as it deems appropriate.

D. Mandatory Deferral of Vesting . If the vesting of Restricted Stock in any year could, in the Committee's opinion, when considered with your other compensation, result in Walmart's inability to deduct the value of your Shares because of the limitation on deductible compensation under Internal Revenue Code Section 162(m), then Walmart in its sole discretion may defer the Vesting Date applicable to your Restricted Stock (but only to the extent that, in the Committee's judgment, the value of your Restricted Stock would not be deductible) until six months following the termination of your Associate status.

6. Forfeiture of Restricted Stock . If you suffer a forfeiture condition (i.e., if your Continuous Service as an Associate is terminated prior to the Vesting Date and the vesting is not accelerated under Paragraph 5C), you will immediately forfeit your Restricted Stock (including any cash dividends and non-cash proceeds related to the Restricted Stock for which the record date occurs on or after the date of the forfeiture), and all of your rights to and interest in the Restricted Stock shall terminate upon forfeiture without payment of consideration (except that if you paid par value for the Restricted Stock the par value of the forfeited shares of Restricted Stock will be returned to you). Forfeited Restricted Stock shall be reconveyed to Walmart.

7. Taxes and Tax Withholding .

A. Upon the vesting of your Restricted Stock, you will have income in the amount of the value of the Shares that become vested on the Vesting Date, and you must pay income tax on that income.

B. You agree to consult with any tax consultants you think advisable in connection with your Restricted Stock and acknowledge that you are not relying, and will not rely, on Walmart for any tax advice. Please see Section 9.F. regarding Section 83(b) elections.

C. Whenever any Restricted Stock becomes vested under the terms of this Agreement, you must remit, on or prior to the due date thereof, the minimum amount necessary to satisfy all of the federal, state and local withholding (including FICA) tax requirements imposed on Walmart (or the Affiliate that employs you) relating to your Shares. The Committee may require you to satisfy these minimum withholding tax obligations by any (or a combination) of the following means: (i) a cash, check, or wire transfer; (ii) authorizing Walmart to withhold from the Shares otherwise deliverable to you as a result of the vesting of the Restricted Stock, a number of Shares having a Fair Market Value, as of the date the withholding tax obligation arises, less than or equal to the amount of the withholding obligation; or (iii) in unencumbered shares of Walmart common stock, which have been held for at least six months.

8. Restricted Stock Not Transferable . Neither Restricted Stock, nor your interest in the Restricted Stock, may be sold, conveyed, assigned, transferred, pledged or otherwise disposed of or encumbered at any time prior to vesting applicable to any award of Restricted Stock issued in your name. Any attempted action in violation of this paragraph shall be null, void, and without effect.

9. Other Provisions .

A. The value of the Shares under this Agreement will not be taken into account in computing the amount of your salary or other compensation for purposes of determining any pension, retirement, death or other benefit under any employee benefit plan of Walmart or any Affiliate, except to the extent such plan or another agreement between you and Walmart specifically provides otherwise.

B. Walmart may, without liability for its good faith actions, place legend restrictions upon the Restricted Stock or unrestricted Shares obtained upon vesting of the Restricted Stock and issue “stop transfer” instructions requiring compliance with applicable securities laws and the terms of the Restricted Stock.

C. Determinations regarding this Agreement (including, but not limited to whether an event has occurred resulting in the forfeiture of or vesting of Restricted Stock) shall be made by the Committee in accordance with this Agreement, and all determinations of the Committee shall be final and conclusive and binding on all persons.

D. Neither this Agreement nor the Plan creates any contract of employment, and nothing in this Agreement or the Plan shall interfere with or limit in any way the right of Walmart or an Affiliate to terminate your employment or service at any time, nor confer upon you the right to continue in the employ of Walmart and/or Affiliate. Nothing in this Agreement or the Plan creates any fiduciary or other duty to you owed by Walmart, any Affiliate, or any member of the Committee except as expressly stated in this Agreement or the Plan.

E. Walmart reserves the right to amend the Plan at any time. The Committee reserves the right to amend this Agreement at any time.

F. By accepting this award Agreement,

1. You agree to provide any information reasonably requested from time to time, and
2. You agree not to make an Internal Revenue Code Section 83(b) election with respect to this award of Restricted Stock.

G. This Agreement shall be construed under the laws of the State of Delaware.

Grantee:

I acknowledge having received, read and understood the Plan and this Agreement. I accept the terms and conditions of my Restricted Stock award as set forth in this Agreement, subject to the terms and conditions of the Plan

_____

Signature

Name (please print): _____

Agreed to and accepted this day of , 2010.

EXHIBIT 10(f)

This is entered into this day of by and between Wal-Mart Stores, Inc. (hereinafter "Wal-Mart") and (hereinafter "the Associate"). The parties agree as follows:

1. ACKNOWLEDGMENTS. As part of this Agreement, the parties specifically acknowledge that

(A) Wal-Mart is a major retail operation, with stores located throughout the United States and in certain foreign locations;

(B) the Associate presently holds a position as of Wal-Mart and is a key executive as defined by the Executive Committee;

(C) as an essential part of its business, Wal-Mart has cultivated long term customer and vendor relationships and goodwill, which are difficult to develop and maintain, which require a significant investment of time, effort, and expense, and which can suffer significantly upon the departure of key executives;

(D) in the development of its business, Wal-Mart has also expended a significant amount of time, money, and effort in developing and maintaining confidential, proprietary, and trade secret information which, if disclosed or misused, could harm Wal-Mart's business and its competitive position in the retail marketplace;

(E) as , the Associate has access to confidential and proprietary trade secret information and other confidential information, including business plans and strategies, that would be of considerable value to Wal-Mart's competitors; and

(F) Wal-Mart is entitled to take appropriate steps to ensure (i) that its Associates do not make use of confidential information gained during the course of their employment with Wal-Mart and (ii) that no individual associate or competing entity gains an unfair competitive advantage over Wal-Mart.

2. TRANSITION PAYMENTS. In the event that Wal-Mart should initiate the termination of the Associate's employment, Wal-Mart will, for a period of two (2) years from the effective date of such termination ("the Transition Period"), continue to pay the Associate his or her base salary at the rate in effect on the date of termination, subject to such withholding as may be required by law and subject to the following conditions and offsets:

(A) Transition Payments will not be payable if the Associate is terminated as the result of a violation of Wal-Mart policy;

(B) In the event that the Associate is demoted or reassigned so that he or she ceases to be a key executive as defined or determined by the Executive Committee, the Associate will no longer be bound by the Covenant Not to Compete set forth in Paragraph 3 below and will cease to be eligible for any of the benefits or payments (e.g., Transition Payments) provided by this Agreement. In addition, it is understood that, upon ceasing to be a key executive, the Associate would forfeit the stock options granted by this Agreement, but only to the extent that those options have not vested as of the date of demotion or reassignment.

(C) No Transition Payments will be payable if the Associate voluntarily resigns or retires from his or her employment with Wal-Mart;

(D) Given the availability of other programs designed to provide financial protection in such circumstances, Transition Payments will not be payable under this Agreement in the event of the Associate's death or disability. If the Associate should die during the Transition Period, Transition Payments will cease at that time, and his or her heirs will have no entitlement to the continuation of such payments. Transition Payments will not be affected by the disability of the Associate during the Transition Period.

(E) Transition Payments will be offset by any amounts that the Associate may earn during the Transition Period by virtue of self-employment or employment with, or involvement in, an entity other than a Competing Business as defined in Paragraph 3(B) below. Violation by the Associate of his obligations

under Paragraph 3 or Paragraph 4 below, or any other act that is materially harmful to Wal-Mart's business interests, during the Transition Period will result in the immediate termination of Transition Payments in addition to any other remedies that may be available to Wal-Mart;

(F) Transition Payments will be payable on such regularly scheduled paydays as may be adopted and instituted by Wal-Mart for its other salaried employees.

(G) Receipt of Transition Payments will not entitle the Associate to participate during the Transition Period in any of the other incentive, stock option, profit sharing, or other associate benefit plans or programs maintained by Wal-Mart, and the Associate shall be entitled to participate in such plans or programs only to the extent that the terms of the plan or program provide for participation by former associates. Such participation, if any, shall be governed by the terms of the applicable plan or program.

3. COVENANT NOT TO COMPETE. In exchange for , for his or her inclusion in the Transition Payment program set forth in Paragraph 2, and for other good and valuable consideration, the Associate agrees, promises, and covenants as follows:

(A) For a period of two (2) years from the date on which his or her employment with Wal-Mart terminates, and regardless of the cause or reason for such termination, the Associate will not directly or indirectly

(i) own, manage, operate, finance, join, control, advise, consult, render services to, have a current or future interest in, or participate in the ownership, management, operation, financing, or control of, or be employed by or connected in any manner with, any Competing Business as defined below in Paragraph 3(B); or

(ii) solicit for employment, hire or offer employment to, or otherwise aid or assist any person or entity other than Wal-Mart in soliciting for employment, hiring, or offering employment to, any employee of Wal-Mart or any of its affiliates;

(B) For purposes of this Agreement, the term "Competing Business" shall include any general or specialty retail, wholesale, or merchandising business that sells goods or merchandise of the types sold by Wal-Mart at retail to consumers that (i) is located within the United States or any other country in which Wal-Mart or its affiliates either operate a store or are known to the Associate to have plans to open or acquire an operation within the next twenty-four (24) months, and (ii) that has gross annual sales volume or revenues attributable to its retail operations in excess of U.S. $2 billion or is reasonably expected to have gross sales volume or revenues of more than U.S. $2 billion in either the current fiscal year or the next following fiscal year. "Competing Business" as of the date of this Agreement shall specifically include, but is not limited to, such entities as Target/Dayton Hudson, Costco, K-Mart, Home Depot, Dollar General, Family Dollar, Kohls, Hudson Bay Company, Carrefour, HEB, and Fred Meyers.

(C) Ownership of an investment of less than the greater of $25,000 or 1% of any class of equity or debt security of a Competing Business will not be deemed ownership or participation in ownership of a Competing Business for purposes of this Agreement.

(D) The covenant not to compete contained in this Paragraph 3 shall be binding upon the Associate, and shall remain in full force and effect, regardless of whether the Associate qualifies, or continues to remain eligible, for the Transition Payments described in Paragraph 2 above. Termination of the Transition Payments pursuant to Paragraph 2 will not release the Associate from his or her obligations under this Paragraph 3.

4. PRESERVATION OF CONFIDENTIAL INFORMATION. The Associate agrees that he or she will not at any time, directly or indirectly, use or disclose any Confidential Information obtained during the course of his or her employment with Wal-Mart except as may be authorized by Wal-Mart. "Confidential Information" shall include any non-public information pertaining to Wal-Mart's business, and shall include information obtained by the Associate during the course of, or as a result of, his or her employment with Wal-Mart, including, without limitation, information regarding Wal-Mart's processes, suppliers (including the terms, conditions, or other business arrangements with such suppliers), advertising

and marketing plans and strategies, profit margins, seasonal plans, goals, objectives and projections, compilations, analyses, and projections regarding Wal-Mart's business, trade secrets, salary, staffing, compensation, and other employment data, and any "know-how," techniques, practice or any technical information not of a published nature regarding Wal-Mart's business.

5. REMEDIES FOR BREACH. The parties shall each be entitled to pursue all legal and equitable rights and remedies to secure performance of their respective obligations and duties under this Agreement, and enforcement of one or more of these rights and remedies will not preclude the parties from pursuing any other rights and remedies. The Associate acknowledges that a breach of the provisions of Paragraph 3 or Paragraph 4 above could result in substantial and irreparable damage to Wal-Mart's business, and that the restrictions contained in Paragraphs 3 and 4 are a reasonable attempt by Wal-Mart to protect its rights and to safeguard its confidential information. The Associate expressly agrees that upon a breach or a threatened breach by the Associate of the provisions of Paragraph 3 or Paragraph 4, Wal-Mart will be entitled to injunctive relief to restrain such violation, and the Associate hereby expressly consents to the entry of such temporary, preliminary, and/or permanent injunctive relief as may be necessary to enjoin the violation of Paragraph 3 or Paragraph 4. The parties further agree that any action relating to the interpretation, validity, or enforcement of this Agreement shall be brought in the appropriate state or federal court encompassing Benton County, Arkansas, and the parties hereby expressly consent to the jurisdiction of such courts. The Associate further agrees that in any claim or action involving the execution, interpretation, validity, or enforcement of this Agreement, he or she will seek satisfaction exclusively from the assets of Wal-Mart, and will hold harmless all of Wal-Mart's individual directors, officers, employees, and representatives.

6. SEVERABILITY. In the event that a court of competent jurisdiction shall determine that any portion of this Agreement is invalid or otherwise unenforceable, the parties agree that the remaining portions of the Agreement shall remain in full force and effect. The parties also expressly agree that if any portion of the covenant not to compete set forth in Paragraph 3 shall be deemed unenforceable, then the Agreement shall automatically be deemed to have been amended to incorporate such terms as will render the covenant enforceable to the maximum extent permitted by law.

7. NATURE OF THE RELATIONSHIP. Nothing contained in this Agreement shall be deemed or construed to constitute a contract of employment for a definite term. The parties acknowledge that the Associate is not employed by Wal-Mart for a definite term, and that either party may sever the employment relationship at any time and for any reason not otherwise prohibited by law.

8. ENTIRE AGREEMENT. This document contains the entire understanding and agreement between the Associate and Wal-Mart regarding the subject matter of this Agreement. This Agreement supersedes and replaces any and all prior understandings or agreements between the parties regarding this subject, and no representations or statements by either party shall be deemed binding unless contained herein.

9. MODIFICATION. This Agreement may not be amended, modified, or altered except in a writing signed by both parties or their designated representatives.

10. SUCCESSORS AND ASSIGNS. This Agreement will inure to the benefit of, and will be binding upon, Wal-Mart, its successors and assigns, and on the Associate and his or her heirs, successors, and assigns. No rights or obligations under this Agreement may be assigned to any other person without the express written consent of all parties hereto.

11. COUNTERPARTS. This Agreement may be executed in counterparts, in which case each of the two counterparts will be deemed to be an original and the final counterpart will be deemed to have been executed in Bentonville, Arkansas.

12. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

13. STATEMENT OF UNDERSTANDING. By signing below, the Associate acknowledges (a) that he or she has received a copy of this Agreement, (b) that he or she has read the Agreement carefully

before signing it, (c) that he or she has had ample opportunity to ask questions concerning the Agreement and has had the opportunity to discuss the Agreement with legal counsel of his or her own choosing, and (d) that he or she understands his or her rights and obligations under this Agreement, and enters into this Agreement voluntarily.

WAL-MART STORES, INC.

By: _____ _____

_____ _____

Date Date

SCHEDULE TO EXHIBIT

This Schedule of Executive Officers Who Have Executed a Post-Termination Agreement and Covenant Not to Compete is included pursuant to Instruction 2 of Item 601(a) of Regulation S-K for the purposes of setting forth the material details in which the specific agreements differ from the form of agreement filed herewith as Exhibit 10(f).

Executive Officer	Date of Agreement	Provision For Equity Award at Time of Execution of Agreement
Michael T. Duke	May 6, 1998	Option Equal to 100% of Base Salary
Thomas D. Hyde	July 14, 2001	Restricted Stock Grant of 65,455 shares
Thomas M. Schoewe	January 31, 2000	N/A

EXHIBIT 10(j)

Name of Grantee:
Grant Date:
Number of Shares:
Social Security Number:
Performance Period:
Vesting Date:

WAL-MART STORES, INC.
STOCK INCENTIVE PLAN OF 2005

PERFORMANCE SHARE AWARD
NOTIFICATION OF AWARD AND TERMS AND CONDITIONS OF AWARD

This Performance Share Award Agreement (the "Agreement") contains the terms and conditions of the Performance Share Award granted to you by Wal-Mart Stores, Inc. ("Walmart"), a Delaware corporation, under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005.

1. Grant of Performance Share Award. Walmart has granted to you, effective on the Grant Date (shown above), the right to receive the Fair Market Value of the number of Shares shown above (or such greater or smaller number of Shares as determined in accordance with Paragraph 6) as of the Vesting Date (as defined below). Such Fair Market Value shall be paid as soon as administratively feasible after the later of the Vesting Date or the Committee's determination of whether, and the extent to which, the performance goals described in Paragraph 6 have been satisfied. The form of payment shall be Shares.

2. Stock Incentive Plan Governs. The award and this Agreement are subject to the terms and conditions of the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005, as amended from time to time (the "Plan"). The Plan is incorporated in this Agreement by reference and all capitalized terms used in this Agreement have the meaning set forth in the Plan, unless this Agreement specifies a different meaning. By signing this Notification, you accept this award, acknowledge receipt of a copy of the Plan and the prospectus covering the Plan and acknowledge that the award is subject to all the terms and provisions of the Plan and this Agreement. You further agree to accept as binding, conclusive and final all decisions and interpretations by the Committee of the Plan upon any questions arising under the Plan, including whether, and the extent to which, the performance goals described in Paragraph 6 have been satisfied.

3. Subject to Shareholder Approval . To the extent you are a "covered employee" within the meaning of Code Section 162(m), the award and this Agreement are subject to, and conditioned upon, shareholder approval of the material terms of the performance goals stated in Paragraph 6 below.

4. Payment . You are not required to pay for this Performance Share Award.

5. Stockholder Rights . Until your Performance Share Award vests and, if applicable, Shares have been delivered to you:

A. You do not have the right to vote your Performance Share Award; and

B. You will not receive, or be entitled to receive, cash or non-cash dividends on your Performance Share Award.

6. Vesting of Performance Share Award .

A. Vesting . On the Vesting Date set forth above, you shall become vested in a number of Shares determined by multiplying the total number of Shares subject to your Performance Share Award (as shown above) by a percentage based on performance goals established by the Committee for the Performance Period, provided you have not incurred a Forfeiture Condition described below. You will, by separate writing incorporated into this notice, be notified of the applicable percentages and performance goals for the Performance Period.

B. Forfeiture Conditions . Subject to Paragraph 6C below, your Performance Share Award that would otherwise vest in whole or in part on the Vesting Date will not vest and shall be immediately forfeited if, prior to the Vesting Date:

1. your Continuous Status as an Associate terminates for any reason (other than your death or Disability, to the extent provided in Paragraph 6C below); or

2. you (a) have become or (b) are discussing or negotiating the possibility of becoming, or (c) are considering an offer to become, or have accepted an offer or entered into an agreement to become an employee, officer, director, partner, manager, consultant to, or agent of, or otherwise becoming affiliated with, any entity competing or seeking to compete with Walmart or an Affiliate; or

3. you are subject to an administrative suspension, unless you are reinstated as an Associate in good standing at the end of the administrative suspension period, in which case your Performance Share Award would vest (as provided in Paragraph 6A) as of the date of such reinstatement; or

4. you have not executed and delivered to the Company a Non-Disclosure and Restricted Use Agreement, in a form to be provided to you by the Company.

C. Accelerated Vesting; Vesting Notwithstanding Termination . Your Performance Share Award will vest earlier than described in Paragraph 6A under the following circumstances:

1. If your Continuous Status as an Associate is terminated by your Disability, you will become vested in a number of Shares equal to the

number of Shares that would have become vested under Paragraph 6A had your Continuous Status as an Associate continued through the Vesting Date described in Paragraph 6A, prorated based upon the number of full calendar months during the Performance Period (as shown above) in which you had Continuous Status as an Associate. “Disability” for this purpose means you have a physical or mental condition resulting from bodily injury, disease or mental disorder that constitutes total disability under the Federal Social Security Act and for which you have actually been approved for Social Security disability benefits.

2. If your Continuous Status as an Associate is terminated by your death on or after ten years of service, you will become vested in a number of Shares equal to the number of Shares that would have become vested under Paragraph 6A had your Continuous Status as an Associate continued through the Vesting Date described in Paragraph 6A. If your Continuous Status as an Associate is terminated by your death before you have completed ten years of service, you will become vested in a number of Shares equal to the number of Shares that would have become vested under Paragraph 6A had your Continuous Status as an Associate continued through the Vesting Date described in Paragraph 6A, prorated based upon the number of full calendar months during the Performance Period (as shown above) in which you had Continuous Status as an Associate.

In the event of accelerated vesting under this Paragraph 6C, the Fair Market Value of vested Shares, as determined above, shall be paid as soon as administratively feasible after the later of the Vesting Date or the Committee’s determination of whether, and the extent to which, the performance goals described in Paragraph 6 have been satisfied. Payment shall be made in the form of Shares.

7. Taxes and Tax Withholding .

A. You will have taxable income in the amount of the Fair Market Value of any Shares paid to you under this Agreement.

B. You must remit, on or prior to the due date thereof, the minimum amount necessary to satisfy all of the federal, state and local withholding (including FICA) tax requirements imposed on Walmart (or the Affiliate that employs you) relating to this Agreement. The Committee may require you to satisfy these minimum withholding tax obligations by any (or a combination) of the following means: (i) a cash payment; (ii) withholding from compensation otherwise payable to you; (iii) authorizing Walmart to withhold from the Shares otherwise deliverable to you under this Agreement as a result of the vesting of the Performance Share Award, if any, a number of Shares having a Fair Market Value, as of the date the withholding tax obligation arises, less than or equal to the amount of the withholding obligation; or (iv) authorizing Walmart to withhold from cash otherwise deliverable to you under this Agreement as a result of the vesting of the Performance Share Award, if any, any amount less than or equal to the amount of the withholding obligation.

8. Performance Share Award Not Transferable . Neither a Performance Share Award, nor your interest in a Performance Share Award, may be sold, conveyed, assigned, transferred, pledged or otherwise disposed of or encumbered at any time. Any attempted action in violation of this paragraph shall be null, void, and without effect.

9. Other Provisions .

A. The value of the Performance Share Award will not be taken into account in computing the amount of your salary or other compensation for purposes of determining any pension, retirement, death or other benefit under any employee benefit plan of Walmart or any Affiliate, except to the extent such plan or another agreement between you and Walmart specifically provides otherwise.

B. Determinations regarding this Agreement (including, but not limited to, whether, and the extent to which, the performance goals described in Paragraph 6 have been satisfied, and whether an event has occurred resulting in the forfeiture of or vesting of a Performance Share Award) shall be made by the Committee in accordance with this Agreement, and all determinations of the Committee shall be final and conclusive and binding on all persons.

C. Neither this Agreement nor the Plan creates any contract of employment, and nothing in this Agreement or the Plan shall interfere with or limit in any way the right of Walmart or an Affiliate to terminate your employment or service at any time, nor confer upon you the right to continue in the employ of Walmart and/or Affiliate. Nothing in this Agreement or the Plan creates any fiduciary or other duty to you owed by Walmart, any Affiliate, or any member of the Committee except as expressly stated in this Agreement or the Plan.

D. Walmart reserves the right to amend the Plan at any time. The Committee reserves the right to amend this Agreement at any time.

E. By accepting this award Agreement, you agree to provide any information reasonably requested from time to time.

F. You acknowledge that you are not relying, and will not rely, on Walmart for any tax advice.

G. This Agreement shall be construed under the laws of the State of Delaware.

Grantee:

I acknowledge having received, read and understood the Plan and this Agreement. I accept the terms and conditions of my Performance Share Award as set forth in this Agreement, subject to the terms and conditions of the Plan

By: _____

Name (please print): _____

Agreed to and accepted this __day of _____, 200 __.

EXHIBIT 10(k)

Name of Grantee:
Grant Date:
Number of Shares:
Social Security Number:

WAL-MART STORES, INC.
STOCK INCENTIVE PLAN OF 2005

PERFORMANCE-BASED RESTRICTED STOCK AWARD
NOTIFICATION OF AWARD AND TERMS AND CONDITIONS OF AWARD

This Performance-Based Restricted Stock Award Agreement (the "Agreement") contains the terms and conditions of the performance-based restricted stock award granted to you by Wal-Mart Stores, Inc., a Delaware corporation ("Wal-Mart"), under the Wal-Mart Stores, Inc. Stock Incentive Plan of 2005, as amended from time to time (the "Plan").

1. Grant of Restricted Stock. Wal-Mart has granted to you, effective on the Grant Date (shown above), the right to receive the number of shares shown above of the common stock of Wal-Mart, par value $0.10 per share ("Shares"), at the end of the vesting period (as defined below). Before the Shares are vested, they are referred to in this Agreement as "Performance-Based Restricted Stock."

2. The Plan Governs. The award and this Agreement are subject to the terms and conditions of the Plan. The Plan is incorporated in this Agreement by reference and all capitalized terms used in this Agreement have the meaning set forth in the Plan, unless this Agreement specifies a different meaning. By accepting this Agreement, you acknowledge receipt of a copy of the Plan and the prospectus covering the Plan and acknowledge that the award is subject to all the terms and provisions of the Plan and this Agreement. You further agree to accept as binding, conclusive, and final all decisions and interpretations by the Committee of the Plan upon any questions arising under the Plan, including whether, and the extent to which, the performance goals described in Paragraph 5B. have been satisfied.

3. Payment . The Performance-Based Restricted Stock is granted without requirement of payment. However, if the Shares have not been previously issued, you must pay the par value ($0.10) per Share no later than 10 business days after the Grant Date. You will be advised if this is the case and you will be given payment instructions at that time.

4. Stockholder Rights . Your Performance-Based Restricted Stock will be held for you by Wal-Mart until the applicable Vesting Date. You shall have all the rights of a stockholder on shares of Performance-Based Restricted Stock that vest. With respect to your unvested Performance-Based Restricted Stock,

A. You shall have the right to vote such shares at any meeting of stockholders of Wal-Mart;

B. You shall have and the right to receive, free of vesting restrictions (but subject to applicable withholding taxes) all cash dividends paid with respect to such shares; and

C. Any non-cash dividends and other non-cash proceeds of such shares, including stock dividends and any other securities issued or distributed in respect of such shares shall be subject to the same vesting and forfeiture conditions as the shares of Performance-Based Restricted Stock to which they relate, and the term “Performance-Based Restricted Stock” when used in this Agreement shall also include any related stock dividends and other securities issued or distributed in respect of such shares.

5. Vesting of Performance-Based Restricted Stock Award .

A. Your Performance-Based Restricted Stock will vest as follows, provided you have not previously incurred a Forfeiture Condition described in Paragraph 5B. below:

Percentage of shares vesting	**Vesting Date**

B. Forfeiture Conditions .

1. Satisfaction of Performance Goals . Within 90 days of the beginning of the performance period, the Committee will adopt one or more performance goals which must be met or exceeded during one or more performance periods as a condition precedent to the vesting of the Performance-Based Restricted Stock. Those performance goals will be communicated to you in a separate writing, which will be incorporated by reference into this Agreement. Unless the Company meets or exceeds the applicable performance goal or goals for the applicable performance period or periods, as certified by the Committee in accordance with the Plan, your Performance-Based Restricted Stock award that would otherwise vest in whole or in part on any Vesting Date will not vest and shall be immediately forfeited as of the last day of such performance period.

2. Other Forfeiture Conditions . Subject to Paragraph 5C. below, your Performance-Based Restricted Stock that would otherwise vest on a Vesting Date will not vest and shall be forfeited if, after the Grant Date and prior to the Vesting Date, your continuous status as an Associate terminates or after the Grant Date and on or prior to the Vesting Date,

a. You: (i) have become or (ii) are discussing or negotiating the possibility of becoming, or (iii) are considering an offer to become or have accepted an offer or entered into an agreement to become an employee, officer, director, partner, manager, consultant to, or agent of, or otherwise becoming affiliated with, any entity competing or seeking to compete with Wal-Mart or an Affiliate; or

b. You are subject to an administrative suspension, unless you are reinstated as an Associate in good standing at the end of the administrative suspension period, in which case the applicable number of shares of Performance-Based Restricted Stock would vest as of the date of such reinstatement; or

c. You have not executed and delivered to the Company a Non-Disclosure and Restricted Use Agreement in a form to be provided to you by the Company.

C. Accelerated Vesting; Vesting Notwithstanding Termination . Your Performance-Based Restricted Stock will vest earlier than described in Paragraph 5A, and such earlier vesting date shall also be considered a "Vesting Date," under the following circumstances:

1. If your Continuous Status as an Associate is terminated by your Disability, your Performance-Based Restricted Stock that would have become vested on a Vesting Date occurring no more than 3 months after your Continuous Status as an Associate is so terminated will become vested on the date your Continuous Status as an Associate is so terminated. "Disability" for this purpose means you have a physical or mental condition resulting from bodily injury, disease or mental disorder that constitutes total disability under the Federal Social Security Act and for which you have actually been approved for Social Security disability benefits.

2. If you Retire, your Performance-Based Restricted Stock that would have become vested on a Vesting Date occurring no more than 3 months after you Retire will become vested on the day you Retire. "Retire" means that you cease to be a full-time Associate (other than for Cause) upon or after reaching age 65.

3. If your Continuous Status as an Associate is terminated by your death on or after ten years of service or on or after the third anniversary of the Grant Date, your Performance-Based Restricted Stock shall immediately become fully vested.

4. The Committee may, in its discretion, at any time accelerate the vesting of your Performance-Based Restricted Stock on such terms and conditions as it deems appropriate.

D. Mandatory Deferral of Vesting . If the vesting of Performance-Based Restricted Stock in any year could, in the Committee's opinion, when considered with your other compensation, result in Wal-Mart's inability to deduct the value of your Shares because of the limitation on deductible compensation under Internal Revenue Code Section 162(m), then Wal-Mart in its sole discretion may defer the Vesting Date applicable to your Performance-Based Restricted Stock (but only to the extent that, in the Committee's judgment, the value of your Performance-Based Restricted Stock would not be deductible) until six months following the termination of your Associate status.

E. Elective Deferral of Restricted Stock . If you are eligible to make deferrals under the Plan in accordance with Section 7.8 of the Plan and rules and procedures relating thereto,

you will be given the opportunity to defer the Vesting Date applicable to your Performance-Based Restricted Stock. If this is the case, you will be advised as to when any such deferral election must be made. Deferrals must be made in the form of Shares.

6. Forfeiture of Performance-Based Restricted Stock . If you suffer a forfeiture condition pursuant to Paragraph 5B., you will immediately forfeit your Performance-Based Restricted Stock (including any cash dividends and non-cash proceeds related to the Performance-Based Restricted Stock for which the record date occurs on or after the date of the forfeiture), and all of your rights to and interest in the Performance-Based Restricted Stock shall terminate upon forfeiture without payment of consideration (except that if you paid par value for the Performance-Based Restricted Stock the par value of the forfeited shares of Performance-Based Restricted Stock will be returned to you). Forfeited Performance-Based Restricted Stock shall be reconveyed to Wal-Mart.

7. Taxes and Tax Withholding .

A. Upon the vesting of your Performance-Based Restricted Stock, you will have income in the amount of the value of the Shares that become vested on the Vesting Date, and you must pay income tax on that income.

B. You agree to consult with any tax consultants you think advisable in connection with your Performance-Based Restricted Stock and acknowledge that you are not relying, and will not rely, on Wal-Mart for any tax advice. Please see Section 9.F. regarding Section 83(b) elections.

C. Whenever any Performance-Based Restricted Stock becomes vested under the terms of this Agreement, you must remit, on or prior to the due date thereof, the minimum amount necessary to satisfy all of the federal, state and local withholding (including FICA) tax requirements imposed on Wal-Mart (or the Affiliate that employs you) relating to your Shares. The Committee may require you to satisfy these minimum withholding tax obligations by any (or a combination) of the following means: (1) a cash payment; (2) authorizing Wal-Mart to withhold from the Shares otherwise deliverable to you as a result of the vesting of the Performance-Based Restricted Stock, a number of Shares having a Fair Market Value, as of the date the withholding tax obligation arises, less than or equal to the amount of the withholding obligation; or (3) withholding from compensation otherwise payable to you.

8. Performance-Based Restricted Stock Not Transferable . Neither the Performance-Based Restricted Stock, nor your interest in the Performance-Based Restricted Stock, may be sold, conveyed, assigned, transferred, pledged or otherwise disposed of or encumbered at any time prior to vesting applicable to any award of Performance-Based Restricted Stock issued in your name. Any attempted action in violation of this paragraph shall be null, void, and without effect.

9. Other Provisions .

A. The value of the Shares under this Agreement will not be taken into account in computing the amount of your salary or other compensation for purposes of determining

any pension, retirement, death, or other benefit under any employee benefit plan of Wal-Mart or any Affiliate, except to the extent such plan or another agreement between you and Wal-Mart specifically provides otherwise.

B. Wal-Mart may, without liability for its good faith actions, place legend restrictions upon the Performance-Based Restricted Stock or unrestricted Shares obtained upon vesting of the Performance-Based Restricted Stock and issue “stop transfer” instructions requiring compliance with applicable securities laws and the terms of the Performance-Based Restricted Stock.

C. Determinations regarding this Agreement (including, but not limited to whether an event has occurred resulting in the forfeiture of or vesting of Performance-Based Restricted Stock) shall be made by the Committee in accordance with this Agreement, and all determinations of the Committee shall be final and conclusive and binding on all persons.

D. Neither this Agreement nor the Plan creates any contract of employment, and nothing in this Agreement or the Plan shall interfere with or limit in any way the right of Wal-Mart or an Affiliate to terminate your employment or service at any time, nor confer upon you the right to continue in the employ of Wal-Mart and/or Affiliate. Nothing in this Agreement or the Plan creates any fiduciary or other duty to you owed by Wal-Mart, any Affiliate, or any member of the Committee except as expressly stated in this Agreement or the Plan.

E. Wal-Mart reserves the right to amend the Plan at any time. The Committee reserves the right to amend this Agreement at any time.

F. By accepting this Agreement,

1. You agree to provide any information reasonably requested from time to time, and

2. You agree not to make an Internal Revenue Code Section 83(b) election with respect to this award of Performance-Based Restricted Stock.

G. This Agreement shall be construed under the laws of the State of Delaware.

Grantee:

I acknowledge having received, read and understood the Plan and this Agreement. I accept the terms and conditions of my Performance-Based Restricted Stock Award as set forth in this Agreement, subject to the terms and conditions of the Plan

By: _____

Name (please print): _____

Agreed to and accepted this __day of _____, 2010.

EXHIBIT 10(p)

POST-TERMINATION AGREEMENT
AND COVENANT NOT TO COMPETE

This Post-Termination Agreement and Covenant Not to Compete (this "Agreement") is entered into as of _____, _____by and between Wal-Mart Stores, Inc., its subsidiaries and affiliates (collectively, "Walmart") and _____("Associate").

RECITALS

WHEREAS , Walmart proposes that Associate: (a) be permitted to continue Associate's at will employment with Walmart; and (b) receive a restricted stock award of $ _____of Walmart shares of common stock (the "Restricted Stock Award"); and

WHEREAS , as consideration for and as a condition of: (a) Associate continuing Associate's at will employment with Walmart; and (b) receiving the Restricted Stock Award (collectively, the "Special Items"), Associate is required to execute and deliver this Agreement to Walmart; and

WHEREAS, the parties agree that this Agreement shall supersede and replace in its entirety the Restricted Stock Grant, Post-Termination Agreement and Covenant Not to Compete between the Associate and Walmart dated _____, as amended by the Amendment to Agreement between the Associate and Walmart dated _____(collectively, the "Post-Termination Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the acknowledgments, covenants, representations, warranties and agreements contained herein and for other good and valuable consideration, including but not limited to the Special Items being conveyed to Associate by Walmart, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ACKNOWLEDGMENTS. As part of this Agreement, the parties specifically acknowledge that:

(A) Walmart is a major retail operation, with stores located throughout the United States, territories of the United States and in certain foreign countries;

(B) Associate has served as _____for a number of years, which appointment was made by the Walmart Board of Directors and which position is a key officer position;

(C) As an essential part of its business, Walmart has cultivated, established and maintained long-term customer and vendor relationships and goodwill and competitive advantages, which are difficult to develop and maintain, have required and continue to require a significant investment of time, effort, and expense, and that can suffer significantly and irreparably upon the departure of key officers, regardless of whether the officer has been personally involved in developing or maintaining the relationships, goodwill or competitive advantages;

(D) In the development of its business, Walmart has expended a significant amount of time, money, and effort in developing, maintaining, and protecting private, sensitive, confidential, proprietary, and trade secret information including but not limited to, information regarding Walmart's products or services, strategies, research and development efforts, logistics, transportation, selling and delivery plans, geographic markets, developing or potential geographic markets, developing or potential product markets, mergers, acquisitions, divestitures, data, business methods, computer programs and related source and object code, supplier and customer relationships, contacts and information, methods or sources of product manufacture, know-how, product or service cost or pricing, personnel allocation or organizational structure, business, marketing, development and expansion or contraction plans, information concerning the legal or financial affairs of Walmart, any other non-public information, and any other information protected by the Nondisclosure and Restricted Use Agreement executed by Associate (collectively, "Confidential Information"), the disclosure or misuse of which could cause irreparable harm to Walmart's business, anticipated business, and its competitive position in the retail marketplace;

(E) Associate has had access to such Confidential Information in Associate's current key officer position that would be of considerable value to Walmart's global and domestic competitors and potential competitors and Associate will continue to have access to Confidential Information that would be of considerable value to Walmart's global and domestic competitors and potential competitors; and

(F) Associate acknowledges that Walmart is entitled to take appropriate steps to ensure: (i) that its associates do not misappropriate or make any other improper use of Confidential Information; (ii) that no individual associate, competitor or potential competitor gains an unfair, competitive advantage over Walmart; and (iii) that its competitors and potential competitors do not improperly gain access to or make any use of Confidential Information in their efforts to compete against, or cause harm to, Walmart.

2. TRANSITION PAYMENTS. For purposes of this Agreement, the term "Transition Period" means a period of two (2) years from the effective date of Associate's termination of employment with Walmart. If Walmart terminates Associate's employment, Walmart will pay Associate during the Transition Period an amount equal to Associate's base salary at the rate in effect on the date of termination ("Transition Payments"), subject to such withholding as may be required by law and subject to the conditions set forth in this Section 2. Transition Payments will commence and be paid at the times and in the amounts provided in Section 2(E).

(A) Transition Payments will not be paid if Associate is terminated as the result of Associate's violation of any Walmart policy.

(B) No Transition Payments will be paid if Associate voluntarily resigns or retires from employment with Walmart.

(C) Given the availability of other programs designed to provide financial protection in such circumstances, Transition Payments will not be paid under this Agreement if Associate dies or becomes disabled. If Associate dies during the Transition Period, Transition Payments will cease, and Associate's heirs will not be entitled to the continuation of such payments. Transition Payments will not be affected by Associate's disability during the Transition Period.

(D) Associate's violation of the obligations under Sections 4, 5 or 6, below, or any other act that is materially harmful to Walmart's business interests during the Transition Period, will result in the immediate termination of the Transition Payments, the recovery of the Transition Payments already made, and any other remedies that may be available to Walmart.

(E) Transition Payments will be paid as follows:

(i) The first Transition Payment shall be an amount equal to six months of the Associate's base salary, less applicable withholding, and shall be paid within thirty (30) days following termination; and

(ii) Subsequent Transition Payments shall commence on the first regularly scheduled pay period following six (6) months after Associate's termination and shall be made during each regularly scheduled pay period thereafter during the Transition Period. Each Transition Payment shall be the amount which would have continued as part of Associate's regular base salary, less applicable withholding, and shall be made in the regularly scheduled payroll cycle, subject to the terms and conditions of this Agreement.

(F) Receipt of Transition Payments will not entitle Associate to participate during the Transition Period in any other incentive, restricted stock, performance share, stock option, stock incentive, profit sharing, management incentive or other associate benefit plans or programs maintained by Walmart; except, that, Associate will be entitled to participate in such plans or programs to the extent that the terms of the plan or program provide for participation by former associates. Such participation, if any, shall be governed by the terms of the applicable plan or program.

3. BENEFITS. Associate will be eligible for all other payments and benefits accrued and owing at the time of termination. Participation in all other benefit programs available to current associates will end on the effective date of Associate's termination, subject to Associate's rights under COBRA to continue group medical and dental coverage for eighteen (18) months, pursuant to the terms of COBRA, which are currently extended to terminating Walmart associates.

4. COVENANT NOT TO COMPETE. Due to the strategic, sensitive and far-reaching nature of the Associate's current position at Walmart, and the Confidential Information to which the Associate is and has been exposed, Associate agrees, promises, and covenants that:

(A) For a period of two (2) years from the date on which Associate's employment with Walmart terminates, and regardless of the cause or reason for such termination, Associate will not directly or indirectly:

(i) own, manage, operate, finance, join, control, advise, consult, render services to, have a current or future interest in, or participate in the ownership, management, operation, financing, or control of, or be employed by or connected in any manner with, any Competing Business as defined below in Section 4(B)(i) and/or any Global Retail Business as defined below in Section 4(B)(ii); and/or

(ii) participate in any other activity that risks the use or disclosure of Confidential Information either overtly by the Associate or inevitably through the performance of such activity by the Associate; and/or

(ii) solicit for employment, hire or offer employment to, or otherwise aid or assist any person or entity other than Walmart in soliciting for employment, hiring, or offering employment to, any Officer, Officer Equivalent or Management Associate of Walmart, or any of its subsidiaries or affiliates.

(B)(i) For purposes of this Agreement, the term "Competing Business" shall include any general or specialty retail, grocery, wholesale membership club, or merchandising business, inclusive of its respective parent companies, subsidiaries and/or affiliates that: (a) sells goods or merchandise at retail to consumers and/or businesses (whether through physical locations, via the internet or combined) or has plans to sell goods or merchandise at retail to consumers and/or businesses (whether through physical locations, via the internet or combined) within twelve (12) months following Associate's last day of employment with Walmart in the United States; and (b) has gross annual consolidated sales volume or revenues attributable to its retail operations (whether through physical locations, via the internet or combined) equal to or in excess of U.S.D. $5 billion.

(ii) For purposes of this Agreement, the term "Global Retail Business" shall include any general or specialty retail, grocery, wholesale membership club, or merchandising business, inclusive of its respective parent companies, subsidiaries and/or affiliates, that: (a) in any country or countries outside of the United States in which Walmart conducts business or intends to conduct business in the twelve (12) months following Associate's last day of employment with Walmart, sells goods or merchandise at retail to consumers and/or businesses (whether through physical locations, via the internet or combined); and (b) has gross annual consolidated sales volume or revenues attributable to its retail operations

(whether through physical locations, via the internet or combined) equal to or in excess of U.S.D. $5 billion in any country pursuant to (B)(ii)(a) or in the aggregate equal to or in excess of U.S.D. $5 billion in any countries taken together pursuant to (B)(ii)(a) when no business in any one country has annual consolidated sales volume or revenues attributable to its retail operations equal to or in excess of U.S.D. $5 billion.

(iii) For purposes of this Agreement, the term “Management Associate” shall mean any domestic or international associate holding the title of “manager” or above.

(iv) For purposes of this Agreement, the term “Officer” shall mean any domestic Walmart associate who holds a title of Vice President or above.

(v) For purposes of this Agreement, the term “Officer Equivalent” shall mean any non-U.S. Walmart associate who Walmart views as holding a position equivalent to an officer position, such as managers and directors in international markets, irrespective of whether such managers and directors are on assignment in the U.S.

(C) Ownership of an investment of less than the greater of $25,000 or 1% of any class of equity or debt security of a Competing Business and/or a Global Retail Business will not be deemed ownership or participation in ownership of a Competing Business and/or a Global Retail Business for purposes of this Agreement.

(D) The covenant not to compete contained in this Section 4 shall bind Associate, and shall remain in full force and effect, regardless of whether Associate qualifies, or continues to remain eligible, for the Transition Payments described in Section 2 above. Termination of the Transition Payments pursuant to Section 2 will not release Associate from Associate’s obligations under this Section 4.

5. FUTURE ASSISTANCE. Associate agrees to provide reasonable assistance and cooperation to Walmart in connection with any agency investigation, litigation or similar proceedings that may exist or may arise regarding events as to which Associate has knowledge by virtue of Associate’s employment with Walmart. Walmart will compensate Associate for reasonable travel, materials, and other expenses incidental to any such support Associate may provide to Walmart, at Walmart’s request.

6. PRESERVATION OF CONFIDENTIAL INFORMATION. Associate will not at any time, directly or indirectly, use or disclose any Confidential Information obtained during the course of Associate’s employment with Walmart and following the Associate’s termination of employment with Walmart, except as may be authorized by Walmart.

7. REMEDIES FOR BREACH. The parties shall each be entitled to pursue all legal and equitable rights and remedies to secure performance of their respective obligations and duties under this Agreement, and enforcement of one or more of these rights and remedies will not preclude the parties from pursuing any other rights and remedies. Associate acknowledges that a breach of the provisions of Sections 4 through 6, above, could result in substantial and irreparable damage to Walmart’s business, and that

the restrictions contained in Sections 4 through 6 are a reasonable attempt by Walmart to protect its rights and to safeguard its Confidential Information. Associate expressly agrees that upon a breach or a threatened breach of the provisions of Sections 4 through 6, Walmart shall be entitled to injunctive relief to restrain such violation, and Associate hereby expressly consents to the entry of such temporary, preliminary, and/or permanent injunctive relief, as may be necessary to enjoin the violation or threatened violation of Sections 4 through 6. With respect to any breach of this Agreement by Associate, Associate agrees to indemnify and hold Walmart harmless from and against any and all loss, cost, damage, or expense, including, but not limited to, attorneys' fees, incurred by Walmart, and to return immediately to Walmart all of the monies previously paid to Associate by Walmart under this Agreement; provided, however, that such repayment shall not constitute a waiver by Walmart of any other remedies available under this Section or by law.

8. SEVERABILITY. In the event that a court of competent jurisdiction shall determine that any portion of this Agreement is invalid or otherwise unenforceable, the parties agree that the remaining portions of the Agreement shall remain in full force and effect. The parties also expressly agree that if any portion of the covenant not to compete set forth in Section 4 shall be deemed unenforceable, then the Agreement shall automatically be deemed to have been amended to incorporate such terms as will render the covenant enforceable to the maximum extent permitted by law.

9. NATURE OF THE RELATIONSHIP. Nothing contained in this Agreement shall be deemed or construed to constitute a contract of employment for a definite term. The parties acknowledge that Associate is not employed by Walmart for a definite term, and that either party may sever the employment relationship at any time and for any reason not otherwise prohibited by law.

10. ENTIRE AGREEMENT. This document, along with the most recent Non-Disclosure and Restricted Use Agreement executed by and between the parties (the "Ancillary Agreement"), contain the entire understanding and agreement between Associate and Walmart regarding the subject matter of this Agreement and the Ancillary Agreement. This Agreement, together with the Ancillary Agreement, supersede and replace any and all prior understandings or agreements between the parties regarding this subject, including the Post-Termination Agreement, and no representations or statements by either party shall be deemed binding unless contained herein or therein.

11. MODIFICATION. This Agreement may not be amended, modified, or altered except in a writing signed by both parties or their designated representatives.

12. SUCCESSORS AND ASSIGNS. This Agreement will inure to the benefit of, and will be binding upon, Walmart, its successors and permitted assigns, and on Associate and Associate's heirs, successors, and permitted assigns. No rights or obligations under this Agreement may be assigned to any other person without the express written consent of all parties hereto.

13. COUNTERPARTS. This Agreement may be executed in counterparts, in which case each of the two counterparts will be deemed to be an original.

14. GOVERNING LAW AND VENUE. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to Delaware law concerning the conflicts of law. The parties agree that any action relating to the interpretation, validity, or enforcement of this Agreement shall be brought in the courts of the State of Delaware, County of New Castle, or in the United States District Court of Delaware, and the parties hereby expressly consent to the jurisdiction of such courts and agree that venue is proper in those courts. The parties do hereby irrevocably: (a) submit themselves to the personal jurisdiction of such courts; (b) agree to service of such courts' process upon them with respect to any such proceeding; (c) waive any objection to venue laid therein; and (d) consent to service of process by registered mail, return receipt requested. Associate further agrees that in any claim or action involving the execution, interpretation, validity, or enforcement of this Agreement, Associate will seek satisfaction exclusively from the assets of Walmart and will hold harmless all of Walmart's individual directors, officers, employees, and representatives.

15. STATEMENT OF UNDERSTANDING. By signing below, Associate acknowledges: (i) that Associate has received a copy of this Agreement, (ii) that Associate has read the Agreement carefully before signing it, (iii) that Associate has had ample opportunity to ask questions concerning the Agreement and has had the opportunity to discuss the Agreement with legal counsel of Associate's own choosing, and (iv) that Associate understands the rights and obligations under this Agreement and enters into this Agreement voluntarily.

IN WITNESS WHEREOF , the parties hereto have executed this Agreement on the date first above written.

WAL-MART STORES, INC.	[Name of Associate]
By: _____	_____
Name:	
Title:	

SCHEDULE TO EXHIBIT

This Schedule of Executive Officers Who Have Executed a Post-Termination Agreement and Covenant Not to Compete is included pursuant to Instruction 2 of Item 601(a) of Regulation S-K for the purposes of setting forth the material details in which the specific agreements differ from the form of agreement filed herewith as Exhibit 10(p).

Executive Officer	Date of Agreement	Provision For Equity Award at Time of Execution of Agreement
Eduardo Castro-Wright	January 19, 2010	Restricted Stock Grant with Grant Date Value of $2,000,000
M. Susan Chambers	March 15, 2010	Restricted Stock Grant with Grant Date Value of $1,000,000
Rollin L. Ford	January 19, 2010	Restricted Stock Grant with Grant Date Value of $1,000,000
C. Douglas McMillon	January 19, 2010	Restricted Stock Grant with Grant Date Value of $2,000,000
Steven P. Whaley	January 19, 2010	Restricted Stock Grant with Grant Date Value of $300,000

EXHIBIT 12

RATIO OF EARNINGS TO FIXED CHARGES
(amounts in millions, except ratios)

	Fiscal Year				
	2010	2009	2008	2007	2006
Income from continuing operations before income taxes	$22,066	$20,898	$20,158	$18,968	$17,513
Capitalized interest	(85)	(88)	(150)	(182)	(157)
Noncontrolling interest	(513)	(499)	(406)	(425)	(324)
Adjusted income before income taxes	21,468	20,311	19,602	18,361	17,032
Fixed Charges:					
Interest *	2,160	2,267	2,267	2,009	1,603
Interest component of rent	597	406	464	368	328
Total fixed charges	2,757	2,673	2,731	2,377	1,931
Income from continuing operations before income taxes and fixed charges	$24,225	$22,984	$22,333	$20,738	$18,963
Ratio of earnings to fixed charges	8.8	8.6	8.2	8.7	9.8

* Includes interest on debt, capital leases, uncertain tax positions, amortization of debt issuance costs and capitalized interest.

EXHIBIT 13

Five-Year Financial Summary

Wal-Mart Stores, Inc.

(Amounts in millions except per share and unit count data)

As of and for the Fiscal Years Ended January 31,	2010	2009	2008	2007	2006
Operating Results [1]					
Net sales	**$405,046**	$401,087	$373,821	$344,759	$308,945
Net sales increase	**1.0%**	7.3%	8.4%	11.6%	9.8%
Comparable sales in the United States [2]	**-0.8%**	3.5%	1.6%	2.0%	3.4%
Walmart U.S.	**-0.7%**	3.2%	1.0%	1.9%	3.0%
Sam's Club	**-1.4%**	4.9%	4.9%	2.5%	5.0%
Gross profit margin	**24.8%**	24.2%	24.0%	23.4%	23.1%
Operating, selling, general and administrative expenses, as a percentage of net sales	**19.7%**	19.3%	19.0%	18.5%	18.0%
Operating income	**$ 23,950**	$ 22,798	$ 21,952	$ 20,497	$ 18,693
Income from continuing operations attributable to Walmart	**14,414**	13,254	12,863	12,189	11,386
Per share of common stock:					
Income from continuing operations attributable to Walmart, diluted	**$ 3.72**	$ 3.35	$ 3.16	$ 2.92	$ 2.72
Dividends	**1.09**	0.95	0.88	0.67	0.60
Financial Position					
Inventories	**$ 33,160**	$ 34,511	$ 35,159	$ 33,667	$ 31,910
Property, equipment and capital lease assets, net	**102,307**	95,653	96,867	88,287	77,863
Total assets	**170,706**	163,429	163,514	151,587	138,793
Long-term debt, including obligations under capital leases	**36,401**	34,549	33,402	30,735	30,096
Total Walmart shareholders' equity	**70,749**	65,285	64,608	61,573	53,171
Unit Counts					
Walmart U.S. Segment	**3,708**	3,656	3,550	3,443	3,289
International Segment	**4,112**	3,605	3,098	2,734	2,158
Sam's Club Segment	**596**	602	591	579	567
Total units	**8,416**	7,863	7,239	6,756	6,014

(1) *In connection with the company's finance transformation project, we reviewed and adjusted the classification of certain revenue and expense items within our Consolidated Statements of Income for financial reporting purposes. Although the reclassifications impacted net sales, gross margin and operating, selling, general and administrative expenses, they did not impact operating income or income from continuing operations attributable to Walmart. The changes were effective February 1, 2009 and have been reflected for fiscal periods 2010, 2009 and 2008.*

(2) *Comparable store and club sales include fuel. For fiscal 2006, we considered comparable sales to be sales at stores that were open as of February 1st of the prior fiscal year and which had not been converted, expanded or relocated since that date. Fiscal 2008 and fiscal 2007 comparable sales includes all stores and clubs that have been open for at least the previous 12 months. Additionally, for those fiscal years, stores and clubs that are relocated, expanded or converted are excluded from comparable sales for the first 12 months following the relocation, expansion or conversion. Fiscal 2010 and 2009 comparable sales included sales from stores and clubs open for the previous 12 months, including remodels, relocations and expansions. Fiscal 2008 and prior fiscal years comparable sales do not reflect reclassifications effective February 1, 2009, as noted above.*

Table of contents

Wal-Mart Stores, Inc.
Management's Discussion and Analysis of
Financial Condition and Results of Operations

Overview

Wal-Mart Stores, Inc. ("Walmart," the "company" or "we") operates retail stores in various formats around the world and is committed to saving people money so they can live better. We earn the trust of our customers every day by providing a broad assortment of quality merchandise and services at every day low prices ("EDLP"), while fostering a culture that rewards and embraces mutual respect, integrity and diversity. EDLP is our pricing philosophy under which we price items at a low price every day so that our customers trust that our prices will not change under frequent promotional activity. Our focus for Sam's Club is to provide exceptional value on brand name merchandise at "members only" prices for both business and personal use. Internationally, we operate with similar philosophies. Our fiscal year ends on January 31 for our U.S., Canada and Puerto Rico operations. Our fiscal year ends on December 31 for all other operations.

We intend for this discussion to provide the reader with information that will assist in understanding our financial statements, the changes in certain key items in those financial statements from year to year, and the primary factors that accounted for those changes, as well as how certain accounting principles affect our financial statements. We also discuss certain performance metrics that management uses to assess our performance. The discussion also provides information about the financial results of the various segments of our business to provide a better understanding of how those segments and their results affect the financial condition and results of operations of the company as a whole. This discussion should be read in conjunction with our Consolidated Financial Statements as of January 31, 2010, and the year then ended and accompanying notes.

Our operations comprise three business segments: Walmart U.S., International and Sam's Club. The Walmart U.S. segment includes the Company's mass merchant concept in the United States operating under the "Walmart" or "Wal-Mart" brand, as well as walmart.com. The International segment consists of the Company's operations outside of the 50 United States. The Sam's Club segment includes the warehouse membership clubs in the United States, as well as samsclub.com.

Throughout this Management's Discussion and Analysis of Financial Condition and Results of Operations, we discuss segment operating income and comparable store sales. The company measures the results of its segments using, among other measures, each segment's operating income which includes certain corporate overhead allocations. From time to time, we revise the measurement of each segment's operating income, including any corporate overhead allocations, as dictated by the information regularly reviewed by our chief operating decision maker. When we do so, the segment operating income for each segment affected by the revisions is restated for all periods presented to maintain comparability.

In connection with the company's finance transformation project, we reviewed and adjusted the classification of certain revenue and expense items within our Consolidated Statements of Income for financial reporting purposes. The reclassifications did not impact operating income or consolidated net income attributable to Walmart. The changes were effective February 1, 2009 and have been reflected in all periods presented.

Comparable store sales is a measure which indicates the performance of our existing U.S. stores by measuring the growth in sales for such stores for a particular period over the corresponding period in the prior year. In fiscal 2008, our method of calculating comparable store sales included all stores and clubs that were open for at least the previous 12 months. Additionally, stores and clubs that were relocated, expanded or converted were excluded from comparable store sales for the first 12 months following the relocation, expansion or conversion. During fiscal year 2008, the company reviewed its definition of comparable store sales for consistency with other retailers. As a result of that review, since February 1, 2008, Walmart's definition of comparable store sales includes sales from stores and clubs open for the previous 12 months, including remodels, relocations and expansions. Changes in format continue to be excluded from comparable store sales when the conversion is accompanied by a relocation or expansion that results in a change in square footage of more than five percent. Since the impact of this revision is inconsequential, the company will not restate comparable store sales results for previously reported years. Comparable store sales are also referred to as "same-store" sales by others within the retail industry. The method of calculating comparable store sales varies across the retail industry. As a result, our calculation of comparable store sales is not necessarily comparable to similarly titled measures reported by other companies.

In discussions of our consolidated results and the operating results of our International segment, we sometimes refer to the impact of changes in currency exchange rates. When we refer to changes in currency exchange rates or currency exchange rate fluctuations, we are referring to the differences between the currency exchange rates we use to convert the International segment's operating results from local currencies into U.S. dollars for reporting purposes. The impacts of currency exchange rate fluctuations are typically calculated as the difference between current period activity translated using the current period's currency exchange rates and the comparable prior year period's currency exchange rates, respectively. We use this method for all countries where the functional currency is not U.S. denominated.

The Retail Industry

We operate in the highly competitive retail industry in both the United States and the countries we serve internationally. We face strong sales competition from other discount, department, drug, variety and specialty stores, warehouse clubs, and supermarkets, many of which are national, regional or international chains, as well as internet-based retailers and catalog businesses. We compete with a number of companies for prime retail site locations, as well as in attracting and retaining quality employees (whom we call "associates"). We, along with other retail companies, are influenced by a number of factors including, but not limited to: general economic conditions, cost of goods, consumer disposable income, consumer debt levels and buying patterns, consumer credit availability, interest rates, customer preferences, unemployment, labor costs, inflation, deflation, currency exchange fluctuations, fuel and energy prices, weather patterns, climate change, catastrophic events, competitive pressures and insurance costs. Further information on risks to our company can be located in "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended January 31, 2010.

Company Performance Metrics

The company's performance metrics emphasize three priorities for improving shareholder value: growth, leverage and returns. The company's priority of growth focuses on sales growth; the priority of leverage encompasses the company's metric to increase our operating income at a faster rate than the growth in net sales by growing our operating, selling, general and administrative expenses ("operating expenses") at a slower rate than the growth of our net sales; and the priority of returns focuses on how efficiently the company employs our assets through return on investment ("ROI") and how effectively the company manages working capital through free cash flow.

Growth

Net Sales

	Fiscal Years Ended January 31,							
	2010			2009			2008	
(Dollar amounts in millions)	Net sales	Percent of total	Percent increase	Net sales	Percent of total	Percent increase	Net sales	Percent of total
Walmart U.S.	**$258,229**	**63.8%**	**1.1%**	$255,348	63.7%	6.9%	$238,915	63.9%
International	**100,107**	**24.7%**	**1.3%**	98,840	24.6%	9.1%	90,570	24.2%
Sam's Club	**46,710**	**11.5%**	**-0.4%**	46,899	11.7%	5.8%	44,336	11.9%
Net Sales	**$405,046**	**100.0%**	**1.0%**	$401,087	100.0%	7.3%	$373,821	100.0%

Our net sales increased by 1.0% and 7.3% in fiscal 2010 and 2009, respectively, when compared to the previous fiscal year. Net sales in fiscal 2010 increased due to increased customer traffic, continued global expansion activities and the acquisition of our Chilean subsidiary, Distribución y Servicio ("D&S") in January 2009, offset primarily by a $9.8 billion unfavorable currency exchange rate impact in our International segment and price deflation in certain merchandise categories in our Walmart U.S. segment. Net sales in fiscal 2009 increased due to our global expansion activities and comparable store sales increases, offset by a $2.3 billion unfavorable currency exchange rate impact. Despite the unfavorable impact of currency exchanges rates, the International segment's net sales as a percentage of total company net sales increased in fiscal 2010 and 2009, respectively. Volatility in currency exchange rates may continue to impact the International segment's net sales in the future.

Comparable Store Sales

	Fiscal Years Ended January 31,		
	2010	2009	2008
Walmart U.S.	**-0.7%**	3.2%	1.0%
Sam's Club [(1)]	**-1.4%**	4.9%	4.9%
Total U.S.	**-0.8%**	3.5%	1.6%

(1) Sam's Club comparable club sales include fuel. Fuel sales had a negative impact of 2.1 percentage points in fiscal year 2010, and positive impact of 1.2 and 0.7 percentage points in fiscal years 2009 and 2008, respectively, on comparable club sales.

Comparable store sales is a measure which indicates the performance of our existing U.S. stores by measuring the growth in sales for such stores for a particular period over the corresponding period in the prior year. Comparable store sales in the

United States decreased 0.8% in fiscal 2010 and increased 3.5% in fiscal 2009. Although customer traffic increased in fiscal 2010, comparable store sales in the United States were lower than fiscal 2009 due to deflation in certain merchandise categories and lower fuel prices. Comparable store sales in the United States in fiscal 2009 were higher than fiscal 2008 due to an increase in customer traffic, as well as an increase in average transaction size per customer.

As we continue to add new stores in the United States, we do so with an understanding that additional stores may take sales away from existing units. We estimate the negative impact on comparable store sales as a result of opening new stores was approximately 0.6% in fiscal 2010 and 1.1% in fiscal 2009. With our planned slower new store growth, we expect the impact of new stores on comparable store sales to stabilize over time.

Leverage

	Fiscal Years Ended January 31,							
	2010			2009			2008	
(Dollar amounts in millions)	Operating income	Percent of total	Percent increase	Operating income	Percent of total	Percent increase	Operating income	Percent of total
Walmart U.S.	**$19,522**	**81.5%**	**5.2%**	$18,562	81.4%	6.8%	$17,383	79.2%
International	**5,033**	**21.0%**	**1.9%**	4,940	21.7%	4.6%	4,725	21.5%
Sam's Club	**1,512**	**6.3%**	**-8.1%**	1,646	7.2%	-0.1%	1,648	7.5%
Other	**(2,117)**	**-8.8%**	**-9.9%**	(2,350)	-10.3%	30.3%	(1,804)	-8.2%
Total operating income	**$23,950**	**100.0%**	**5.1%**	$22,798	100.0%	3.9%	$21,952	100.0%

We believe growing operating income at a faster rate than net sales growth is a meaningful measure because it indicates how effectively we manage costs and leverage operating expenses. Our objective is to grow operating expenses at a slower rate than net sales.

Operating Expenses

In fiscal 2010, operating expenses increased 2.7% when compared to fiscal 2009 while net sales increased 1.0% over the same period. Operating expenses grew at a faster rate than net sales due to higher health benefit costs, restructuring charges and higher advertising expenses. In fiscal 2009, operating expenses increased 9.3% compared to fiscal 2008 while net sales increased 7.3% over the same period. Operating expenses grew at a faster rate than net sales in fiscal 2009 primarily due to higher utility costs, legal matters, higher health benefit costs and increased corporate expenses.

Operating Income

For fiscal 2010, we met our objective of growing operating income at a faster rate than net sales. Our operating income increased by 5.1% when compared to fiscal 2009, while net sales increased by 1.0% over the same period. Our Walmart U.S. and International segments met this objective. Our Sam's Club segment fell short of this objective primarily due to a $174 million charge to restructure its operations, including the closure of 10 clubs. For fiscal 2009, we did not meet our objective because our operating income increased by 3.9% when compared to fiscal 2008, while net sales increased by 7.3% over the same period. The Walmart U.S. and Sam's Club segments fell short of this objective due to increases in operating expenses. The International segment fell short of this objective due to accruals for certain legal matters and fluctuations in currency exchange rates.

Returns

Return on Investment

Management believes return on investment is a meaningful metric to share with investors because it helps investors assess how effectively Walmart is employing its assets. Trends in ROI can fluctuate over time as management balances long-term potential strategic initiatives with any possible short-term impacts. ROI was 19.3 percent for both fiscal years ended January 31, 2010 and 2009.

We define ROI as adjusted operating income (operating income plus interest income, depreciation and amortization and rent expense) for the fiscal year divided by average invested capital during that period. We consider average invested capital to be the average of our beginning and ending total assets of continuing operations plus accumulated depreciation and amortization less accounts payable and accrued liabilities for that period, plus a rent factor equal to the rent for the fiscal year multiplied by a factor of eight.

ROI is considered a non-GAAP financial measure under the SEC's rules. We consider return on assets ("ROA") to be the financial measure computed in accordance with GAAP that is the most directly comparable financial measure to ROI as we calculate that financial measure. ROI differs from ROA (which is income from continuing operations for the fiscal year divided by average total assets of continuing operations for the period) because ROI: adjusts operating income to exclude certain expense items and adds interest income; adjusts total assets from continuing operations for the impact of accumulated depreciation and amortization, accounts payable and accrued liabilities; and incorporates a factor of rent to arrive at total invested capital.

Although ROI is a standard financial metric, numerous methods exist for calculating a company's ROI. As a result, the method used by management to calculate ROI may differ from the methods other companies use to calculate their ROI. We urge you to understand the methods used by another company to calculate its ROI before comparing our ROI to that of such other company.

The calculation of ROI along with a reconciliation to the calculation of ROA, the most comparable GAAP financial measurement, is as follows:

(Dollar amounts in millions)	For the Years Ended January 31, 2010	2009
CALCULATION OF RETURN ON INVESTMENT		
Numerator		
Operating income [1]	$ 23,950	$ 22,798
+ Interest income [1]	181	284
+ Depreciation and amortization [1]	7,157	6,739
+ Rent [1]	1,808	1,751
= Adjusted operating income	$ 33,096	$ 31,572
Denominator		
Average total assets of continuing operations [2]	$166,900	$162,891
+ Average accumulated depreciation and amortization [2]	38,359	33,317
- Average accounts payable [2]	29,650	29,597
- Average accrued liabilities [2]	18,423	16,919
+ Rent * 8	14,464	14,008
= Average invested capital	$171,650	$163,700
Return on investment (ROI)	**19.3%**	**19.3%**
CALCULATION OF RETURN ON ASSETS		
Numerator		
Income from continuing operations [1]	$ 14,927	$ 13,753
Denominator		
Average total assets of continuing operations [2]	$166,900	$162,891
Return on assets (ROA)	8.9%	8.4%

Certain Balance Sheet Data	As of January 31, 2010	2009	2008
Total assets of continuing operations [1]	$170,566	$163,234	$162,547
Accumulated depreciation and amortization	41,210	35,508	31,125
Accounts payable	30,451	28,849	30,344
Accrued liabilities	18,734	18,112	15,725

(1) Based on continuing operations only and therefore excludes the impact of closing 23 stores and the divesture of other properties of The Seiyu, Ltd. (now Walmart Japan) pursuant to a restructuring program adopted during the third quarter of fiscal 2009. All of these activities have been disclosed as discontinued operations. Total assets as of January 31, 2010, 2009 and 2008 in the table above exclude assets of discontinued operations that are reflected in the Consolidated Balance Sheets of $140 million, $195 million and $967 million, respectively.

(2) The average is based on the addition of the account balance at the end of the current period to the account balance at the end of the prior period and dividing by 2.

Free Cash Flow

We define free cash flow as net cash provided by operating activities of continuing operations in a period minus payments for property and equipment made in that period. We generated positive free cash flow of $14.1 billion, $11.6 billion and $5.7 billion for the years ended January 31, 2010, 2009 and 2008, respectively. The increase in our free cash flow is primarily the result of improved operating results and inventory management.

Free cash flow is considered a non-GAAP financial measure under the SEC's rules. Management believes, however, that free cash flow, which measures our ability to generate additional cash from our business operations, is an important financial

measure for use in evaluating the company's financial performance. Free cash flow should be considered in addition to, rather than as a substitute for, income from continuing operations as a measure of our performance and net cash provided by operating activities as a measure of our liquidity.

Additionally, our definition of free cash flow is limited, in that it does not represent residual cash flows available for discretionary expenditures due to the fact that the measure does not deduct the payments required for debt service and other contractual obligations or payments made for business acquisitions. Therefore, we believe it is important to view free cash flow as a measure that provides supplemental information to our entire statement of cash flows.

Although other companies report their free cash flow, numerous methods may exist for calculating a company's free cash flow. As a result, the method used by our management to calculate free cash flow may differ from the methods other companies use to calculate their free cash flow. We urge you to understand the methods used by another company to calculate its free cash flow before comparing our free cash flow to that of such other company.

The following table sets forth a reconciliation of free cash flow, a non-GAAP financial measure, to net cash provided by operating activities of continuing operations, a GAAP measure, which we believe to be the GAAP financial measure most directly comparable to free cash flow, as well as information regarding net cash used in investing activities and net cash used in financing activities.

	Fiscal Years Ended January 31,		
Amounts in millions	**2010**	**2009**	**2008**
Net cash provided by operating activities	**$ 26,249**	$ 23,147	$ 20,642
Payments for property and equipment	**(12,184)**	(11,499)	(14,937)
Free cash flow	**$ 14,065**	$ 11,648	$ 5,705
Net cash used in investing activities	**$(11,620)**	$(10,742)	$(15,670)
Net cash used in financing activities	**$(14,191)**	$ (9,918)	$ (7,422)

Results of Operations

The following discussion of our Results of Operations is based on our continuing operations and excludes any results or discussion of our discontinued operations.

Unusual or infrequent items that impacted our income from continuing operations during the fiscal years ended 2010, 2009 and 2008 were as follows:

- In fiscal 2010, the company announced several organizational changes, including the closure of 10 Sam's Clubs, designed to strengthen and streamline our operations. As a result, we recorded $260 million in pre-tax restructuring charges.
- In fiscal 2010, we recorded $372 million in net tax benefits primarily from the repatriation of certain non-U.S. earnings that increased U.S. foreign tax credits.
- In fiscal 2009, the company settled 63 wage and hour class action lawsuits. As a result of the settlement, the company recorded a pre-tax charge of approximately $382 million during the fourth quarter of fiscal 2009.
- In fiscal 2008, we reduced our accrued liabilities for our general liability and worker's compensation claims. As a result, operating expenses were reduced by a pre-tax amount of $298 million.

Consolidated Results of Operations

Fiscal Year	Net Sales (1)	% Change from Prior Fiscal Year	Operating Income (1)	Operating Income as a Percentage of Net Sales	Comp Sales	Unit Counts	Square Footage (2)
2010	**$ 405,046**	**1.0%**	**$23,950**	**5.9%**	**-0.8%**	**8,416**	**952,204**
2009	401,087	7.3%	22,798	5.7%	3.5%	7,863	918,008
2008	373,821	8.4%	21,952	5.9%	1.6%	7,239	867,448

(1) Amounts in millions
(2) Amounts in thousands

Our consolidated net sales increased by 1.0% and 7.3% in fiscal 2010 and 2009, respectively, when compared to the previous fiscal year. Net sales in fiscal 2010 increased due to increased customer traffic, continued global expansion activities and the acquisition of D&S in January 2009, offset primarily by a $9.8 billion unfavorable currency exchange rate impact in our International segment and price deflation in certain merchandise categories in our Walmart U.S. segment. Net sales in fiscal 2009 increased due to our global store expansion activities, comparable store sales increases, offset by a $2.3 billion unfavorable currency exchange rate impact. Volatility in currency exchange rates may continue to impact the International segment's net sales in the future.

Our gross profit, as a percentage of net sales, (our "gross profit margin") was 24.8%, 24.2% and 24.0% in fiscal 2010, 2009 and 2008, respectively. Our Walmart U.S. and International segment sales yield higher gross profit margins than our Sam's Club segment. In fiscal 2010, gross profit margin increased primarily due to the continued focus on enhanced merchandising strategies and better inventory management in our Walmart U.S. and Sam's Club segments. The gross profit margin increase in fiscal 2009 compared to fiscal 2008 was primarily due to lower inventory shrinkage and less markdown activity as a result of more effective merchandising in the Walmart U.S. segment.

Operating expenses, as a percentage of net sales, were 19.7%, 19.3% and 19.0% for fiscal 2010, 2009 and 2008, respectively. In fiscal 2010, operating expenses increased primarily due to higher health benefit costs, a pre-tax charge of $260 million relating to the restructuring of U.S. operations and higher advertising expenses. In fiscal 2009, operating expenses increased primarily due to higher utility costs, a pre-tax charge of approximately $382 million resulting from the settlement of 63 wage and hour class action lawsuits, higher health benefit costs and increased corporate expenses compared to fiscal 2008.

Our effective income tax rate was 32.4% for fiscal year 2010 and 34.2% for fiscal years 2009 and 2008. The fiscal 2010 effective tax rate decreased compared to fiscal 2009 due to $372 million in net tax benefits that primarily resulted from the repatriation of certain non-U.S. earnings that increased our utilization of U.S. foreign tax credits.

As a result of the factors discussed above, we reported $14.9 billion, $13.8 billion and $13.3 billion of income from continuing operations for the fiscal years ended January 31, 2010, 2009 and 2008, respectively.

Walmart U.S. Segment

Fiscal Year	Net Sales (1)	% Change from Prior Fiscal Year	Operating Income (1)	Operating Income as a Percentage of Net Sales	Comp Sales	Unit Counts	Square Footage (2)
2010	**$ 258,229**	**1.1%**	**$19,522**	**7.6%**	**-0.7%**	**3,708**	**602,908**
2009	255,348	6.9%	18,562	7.3%	3.2%	3,656	589,299
2008	238,915	5.6%	17,383	7.3%	1.0%	3,550	566,629

(1) Amounts in millions
(2) Amounts in thousands

The segment net sales growth in fiscal 2010 resulted from an increase in customer traffic and strength in our grocery and health and wellness categories, as well as our continued expansion activities. In fiscal 2009, the segment net sales growth resulted from comparable store sales increase of 3.2%, in addition to our expansion activities. Strength in the grocery, health and wellness and entertainment categories, as well as strong seasonal sales throughout the year also contributed to the fiscal 2009 net sales increase.

Comparable store sales were lower in fiscal 2010, despite increased customer traffic, due to a decrease in average transaction size per customer driven by price deflation in certain merchandise categories. Comparable store sales were higher in fiscal 2009 due to an increase in customer traffic, as well as an increase in average transaction size per customer.

In fiscal 2010, gross profit margin increased 0.7 percentage points compared to the prior year due to more effective merchandising, better inventory management and lower inventory shrinkage. In fiscal 2009, gross profit margin increased 0.4 percentage points compared to the prior year primarily due to decreased markdown activity and lower inventory shrinkage. The improvements in both years were attributable to merchandising initiatives which have improved space allocation, enhanced our price leadership and increased supply chain efficiencies.

Segment operating expenses, as a percentage of segment net sales, increased by 0.4 percentage points in fiscal 2010 compared to fiscal 2009 due to lower segment net sales increases compared to the prior year, higher health benefit costs, higher advertising expenses and a pre-tax charge of $73 million relating to the restructuring of Walmart U.S. operations. Segment operating expenses, as a percentage of segment net sales, increased 0.4 percentage points in fiscal 2009 compared to the prior year due to hurricane-related expenses, higher bonus payments for store associates, higher utility costs and an increase in health benefit costs.

International Segment

Fiscal Year	Net Sales (1)	% Change from Prior Fiscal Year	Operating Income (1)	Operating Income as a Percentage of Net Sales	Unit Counts	Square Footage (2)
2010	**$ 100,107**	**1.3%**	**$ 5,033**	**5.0%**	**4,112**	**269,894**
2009	98,840	9.1%	4,940	5.0%	3,605	248,803
2008	90,570	17.8%	4,725	5.2%	3,098	222,583

(1) Amounts in millions
(2) Amounts in thousands

At January 31, 2010, our International segment was comprised of our wholly-owned subsidiaries operating in Argentina, Brazil, Canada, Japan, Puerto Rico and the United Kingdom, our majority-owned subsidiaries operating in five countries in Central America, and in Chile and Mexico, our joint ventures in India and China and our other controlled subsidiaries in China.

The fiscal 2010 increase in the International segment's net sales primarily resulted from our expansion activities and the inclusion of the results of D&S, acquired in January 2009, offset by the unfavorable impact of changes in currency exchange rates of $9.8 billion. For additional information regarding our acquisitions, refer to Note 9 to the Consolidated Financial Statements. The fiscal 2009 increase in the International segment's net sales was primarily due to net sales growth from existing units and our international expansion program, offset by the unfavorable impact of changes in currency exchange rates of $2.3 billion.

In fiscal 2010, the International segment's gross profit margin increased 0.2 percentage points compared to the prior year. The increase was primarily driven by currency exchange rate fluctuations and the inclusion of D&S. In fiscal 2009, the International segment's gross profit margin decreased 0.2 percentage points compared to the prior year. The decrease was primarily driven by growth in lower margin fuel sales in the United Kingdom and the transition to EDLP as a strategy in Japan.

Segment operating expenses, as a percentage of segment net sales, increased 0.3 percentage points in fiscal 2010 compared to the prior year primarily as a result of the inclusion of D&S, acquired in January 2009. Segment operating expenses, as a percentage of segment net sales, in fiscal 2009 were consistent with fiscal 2008.

In fiscal 2010, currency exchange rate changes unfavorably impacted operating income by $540 million. In fiscal 2009, currency exchange rate changes unfavorably impacted operating income by $266 million. Volatility in currency exchange rates may continue to impact the International segment's operating results in the future.

Sam's Club Segment

Fiscal Year	Net Sales (1)	% Change from Prior Fiscal Year	Operating Income (1)	Operating Income as a Percentage of Net Sales	Comp Sales	Unit Counts	Square Footage (2)
2010	**$46,710**	**-0.4%**	**$ 1,512**	**3.2%**	**-1.4%**	**596**	**79,401**
2009	46,899	5.8%	1,646	3.5%	4.9%	602	79,906
2008	44,336	6.6%	1,648	3.7%	4.9%	591	78,236

(1) Amounts in millions
(2) Amounts in thousands

The decrease in net sales for the Sam's Club segment in fiscal 2010 primarily resulted from lower fuel prices compared to the previous fiscal year. In fiscal 2009, the segment net sales growth resulted from comparable club sales increases, including fuel, of 4.9% and continued club expansion activities.

Comparable club sales decreased during fiscal 2010 due to the negative impact of 2.1 percentage points from lower fuel prices when compared to the previous fiscal year, partially offset by sales increases in fresh food, consumables and certain health and wellness categories. In fiscal 2009, comparable club sales increased due to growth in food, pharmacy, electronics and certain consumables categories, as well as an increase in both member traffic and average transaction size per member. Fuel sales had a positive impact of 1.2 percentage points in fiscal 2009 on comparable club sales.

Gross profit margin increased 0.6 percentage points during fiscal 2010 compared to the prior year due to continued strength in sales of consumable, fresh food and other food-related categories. Gross profit margin increased 0.1 percentage points during fiscal 2009 compared to the prior year due to strong sales in fresh food and other food-related categories, consumable categories and the positive impact of a higher fuel gross profit rate.

Segment operating expenses, as a percentage of segment net sales, increased 0.8 percentage points in fiscal 2010 compared to the prior year due primarily to a pre-tax charge of $174 million related to the restructuring of Sam's Club operations, including the closure of 10 clubs. Segment operating expenses, as a percentage of segment net sales, increased 0.2 percentage points in fiscal 2009 compared to the prior year. In fiscal 2009, operating expense increases were impacted by higher utility and health benefit costs and hurricane related expenses.

Membership and other income, as a percentage of segment net sales, decreased slightly for fiscal 2010 when compared to fiscal 2009. Membership and other income, as a percentage of segment net sales, decreased slightly for fiscal 2009 when compared to fiscal 2008.

Liquidity and Capital Resources

Cash flows provided by operating activities supply us with a significant source of liquidity. We use these cash flows, supplemented with long-term debt and short-term borrowings, to fund our operations and global expansion activities. Generally, some or all of the remaining free cash flow funds the dividends on our common stock and share repurchases.

(Amounts in millions)	Fiscal Years Ended January 31, 2010	2009	2008
Net cash provided by operating activities	**$ 26,249**	$ 23,147	$ 20,642
Payments for property and equipment	**(12,184)**	(11,499)	(14,937)
Free cash flow	**$ 14,065**	$ 11,648	$ 5,705
Net cash used in investing activities	**$(11,620)**	$(10,742)	$(15,670)
Net cash used in financing activities	**$(14,191)**	$ (9,918)	$ (7,422)

Cash flow provided by operating activities was $26.2 billion, $23.1 billion and $20.6 billion for the years ended January 31, 2010, 2009 and 2008, respectively. The increases in cash flows provided by operating activities for each fiscal year were primarily attributable to an increase in income from continuing operations and improved working capital management.

Working Capital

Current liabilities exceeded current assets at January 31, 2010, by $7.2 billion, an increase of $789 million from January 31, 2009. Our ratio of current assets to current liabilities was 0.9 at January 31, 2010 and 2009. We generally have a working capital deficit due to our efficient use of cash in funding operations and in providing returns to shareholders in the form of stock repurchases and payment of dividends.

Capital Resources

During fiscal 2010, we issued $5.5 billion of long-term debt. The net proceeds from the issuance of such long-term debt were used for general corporate purposes. During fiscal 2009, we issued $6.6 billion of long-term debt. Those net proceeds were used to repay outstanding commercial paper indebtedness and for other general corporate purposes.

Management believes that cash flows from continuing operations and proceeds from the issuance of short-term borrowings will be sufficient to finance seasonal buildups in merchandise inventories and meet other cash requirements. If our operating cash flows are not sufficient to pay dividends and to fund our capital expenditures, we anticipate funding any shortfall in these expenditures with a combination of short-term borrowings and long-term debt. We plan to refinance existing long-term debt as it matures and may desire to obtain additional long-term financing for other corporate purposes. We anticipate no difficulty in obtaining long-term financing in view of our credit rating and favorable experiences in the debt market in the recent past. The following table details the ratings of the credit rating agencies that rated our outstanding indebtedness at January 31, 2010. The rating agency ratings are not recommendations to buy, sell or hold our commercial paper or debt securities. Each rating may be subject to revision or withdrawal at any time by the assigning rating organization and should be evaluated independently of any other rating.

Rating agency	Commercial paper	Long-term debt
Standard & Poor’s	A-1+	AA
Moody’s Investors Service	P-1	Aa2
Fitch Ratings	F1+	AA
DBRS Limited	R-1(middle)	AA

To monitor our credit rating and our capacity for long-term financing, we consider various qualitative and quantitative factors. We monitor the ratio of our debt to our total capitalization as support for our long-term financing decisions. At January 31, 2010 and January 31, 2009, the ratio of our debt to total capitalization was 36.9% and 39.3%, respectively. For the purpose of this calculation, debt is defined as the sum of short-term borrowings, long-term debt due within one year, obligations under capital leases due in one year, long-term debt and long-term obligations under capital leases. Total capitalization is defined as debt plus total Walmart shareholders’ equity. Our ratio of debt to our total capitalization decreased in fiscal 2010 primarily due to a decrease in short-term borrowings.

Global Expansion Activities

Cash paid for property and equipment was $12.2 billion, $11.5 billion and $14.9 billion during the fiscal years ended January 31, 2010, 2009 and 2008, respectively. These expenditures primarily relate to new store growth, as well as remodeling costs for existing stores.

We expect to incur capital expenditures of approximately $13.0 billion to $15.0 billion in fiscal 2011. We plan to finance this expansion and any acquisitions of other operations that we may make during fiscal 2011 primarily out of cash flows from operations.

Fiscal 2011 capital expenditures will include the addition of the following new, relocated and expanded units in the U.S.:

	Fiscal Year 2011 Projected Unit Growth
Walmart U.S. Segment	145-160
Sam's Club Segment	5-10
Total U.S.	150-170

Additionally, the international segment expects to add more than 600 units during fiscal year 2011.

The following represents an allocation of our capital expenditures:

	Allocation of Capital Expenditures		
	Projected	Actual	
Capital Expenditures	Fiscal Year 2011	Fiscal Year 2010	Fiscal Year 2009
New stores, including expansions and relocations	31%	29%	34%
Remodels	15%	17%	10%
Information systems, distribution and other	21%	23%	20%
Total United States	67%	69%	64%
International	33%	31%	36%
Total Capital Expenditures	100%	100%	100%

Common Stock Dividends

We paid dividends of $1.09 per share in fiscal 2010, representing a 15% increase over fiscal 2009. The fiscal 2009 dividend of $0.95 per share represented an 8% increase over fiscal 2008. We have increased our dividend every year since the first dividend was declared in March 1974.

On March 4, 2010, the company's Board of Directors approved an increase in the annual dividend for fiscal 2011 to $1.21 per share, an increase of 11% over the dividends paid in fiscal 2010. The annual dividend will be paid in four quarterly installments on April 5, 2010, June 1, 2010, September 7, 2010 and January 3, 2011 to holders of record on March 12, May 14, August 13 and December 10, 2010, respectively.

Company Share Repurchase Program

From time to time, we have repurchased shares of our common stock under a $15.0 billion share repurchase program authorized by our Board of Directors on June 4, 2009 and announced on June 5, 2009, which replaced and terminated a $15.0 billion share repurchase program approved by our Board of Directors on May 31, 2007 and announced on June 1, 2007. As was the case with the replaced share repurchase program, the new program has no expiration date or other restrictions limiting the period over which we can make our share repurchases, and will expire only when and if we have repurchased $15.0 billion of our shares under the program or we terminate or replace the program. Any repurchased shares are constructively retired and returned to unissued status. We spent $7.3 billion, $3.5 billion and $7.7 billion in share repurchases during fiscal year 2010, 2009 and 2008, respectively. We consider several factors in determining when to execute the share repurchases, including among other things, our current cash needs, our capacity for leverage, our cost of borrowings and the market price of our common stock. As of January 31, 2010, the program had approximately $9.2 billion remaining authorization for share repurchases.

Contractual Obligations and Other Commercial Commitments

The following table sets forth certain information concerning our obligations and commitments to make contractual future payments, such as debt and lease agreements, and contingent commitments:

(Amounts in millions)	Total	Payments due during fiscal years ending January 31, 2011	2012-2013	2014-2015	Thereafter
Recorded Contractual Obligations:					
Long-term debt	$37,281	$ 4,050	$ 6,049	$ 6,899	$ 20,283
Short-term borrowings	523	523	—	—	—
Capital lease obligations	5,584	607	1,103	959	2,915
Unrecorded Contractual Obligations:					
Non-cancelable operating leases	13,099	1,275	2,318	2,029	7,477
Interest on long-term debt	29,296	1,762	3,138	2,697	21,699
Trade letters of credit	2,370	2,370	—	—	—
Purchase obligations	4,283	2,936	1,014	248	85
Total commercial commitments	$92,436	$ 13,523	$ 13,622	$ 12,832	$ 52,459

Additionally, the company has approximately $11.2 billion in undrawn lines of credit and standby letters of credit which, if drawn upon, would be included in the liabilities section of the Consolidated Balance Sheets.

Purchase obligations include legally binding contracts such as firm commitments for inventory and utility purchases, as well as commitments to make capital expenditures, software acquisition/license commitments and legally binding service contracts. Purchase orders for the purchase of inventory and other services are not included in the table above. Purchase orders represent authorizations to purchase rather than binding agreements. For the purposes of this table, contractual obligations for purchase of goods or services are defined as agreements that are enforceable and legally binding and that specify all significant terms, including: fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the transaction. Our purchase orders are based on our current inventory needs and are fulfilled by our suppliers within short time periods. We also enter into contracts for outsourced services; however, the obligations under these contracts are not significant and the contracts generally contain clauses allowing for cancellation without significant penalty.

The expected timing for payment of the obligations discussed above is estimated based on current information. Timing of payments and actual amounts paid with respect to some unrecorded contractual commitments may be different depending on the timing of receipt of goods or services or changes to agreed-upon amounts for some obligations.

In addition to the amounts shown in the table above, $1.0 billion of unrecognized tax benefits are considered uncertain tax positions and have been recorded as liabilities, the timing of the payment associated with these liabilities is uncertain. Refer to Note 8 to the Consolidated Financial Statements for additional discussion on unrecognized tax benefits.

Off Balance Sheet Arrangements

In addition to the unrecorded contractual obligations discussed and presented above, the company has made certain guarantees as discussed below for which the timing of payment, if any , is unknown.

In connection with certain debt financing, we could be liable for early termination payments if certain unlikely events were to occur. At January 31, 2010, the aggregate termination payment would have been $109 million. The two arrangements pursuant to which these payments could be made will expire in fiscal 2011 and fiscal 2019.

In connection with the development of our grocery distribution network in the United States, we have agreements with third parties which would require us to purchase or assume the leases on certain unique equipment in the event the agreements are terminated. These agreements, which can be terminated by either party at will, cover up to a five-year period and obligate the company to pay up to approximately $41 million upon termination of some or all of these agreements.

The company has potential future lease commitments for land and buildings for approximately 348 future locations. These lease commitments have lease terms ranging from 1 to 40 years and provide for certain minimum rentals. If executed, payments under operating leases would increase by $59 million for fiscal 2011, based on current cost estimates.

Market Risk

In addition to the risks inherent in our operations, we are exposed to certain market risks, including changes in interest rates and changes in currency exchange rates.

The analysis presented for each of our market risk sensitive instruments is based on a 10% change in interest or currency exchange rates. These changes are hypothetical scenarios used to calibrate potential risk and do not represent our view of future market changes. As the hypothetical figures discussed below indicate, changes in fair value based on the assumed change in rates generally cannot be extrapolated because the relationship of the change in assumption to the change in fair value may not be linear. The effect of a variation in a particular assumption is calculated without changing any other assumption. In reality, changes in one factor may result in changes in another, which may magnify or counteract the sensitivities.

At January 31, 2010 and 2009, we had $37.3 billion and $37.2 billion, respectively, of long-term debt outstanding. Our weighted average effective interest rate on long-term debt, after considering the effect of interest rate swaps, was 4.5% and 4.4% at January 31, 2010 and 2009, respectively. A hypothetical 10% increase in interest rates in effect at January 31, 2010 and 2009 would have increased annual interest expense on borrowings outstanding at those dates by $9 million and $16 million, respectively.

At January 31, 2010 and 2009, we had $523 million and $1.5 billion, respectively, of outstanding commercial paper and short-term borrowing obligations. The weighted average interest rate, including fees, on these obligations at January 31, 2010 and 2009 was 1.8% and 0.9%, respectively. A hypothetical 10% increase in these rates in effect at January 31, 2010 and 2009 would have increased the annual interest expense for the respective outstanding balances by $1 million.

We enter into interest rate swaps to minimize the risks and costs associated with financing activities, as well as to maintain an appropriate mix of fixed and floating-rate debt. Our preference is to maintain between 40% and 60% of our debt portfolio, including interest rate swaps, in floating-rate debt. The swap agreements are contracts to exchange fixed- or variable-rates for variable- or fixed-interest rate payments periodically over the life of the instruments. The aggregate fair value of these swaps represented a gain of $240 million and $304 million at January 31, 2010 and 2009, respectively. A hypothetical increase or decrease of 10% in interest rates from the level in effect at January 31, 2010, would have resulted in a loss or gain in value of the swaps of $25 million and $24 million, respectively. A hypothetical increase or decrease of 10% in interest rates from the level in effect at January 31, 2009, would have resulted in a loss or gain in value of the swaps of $17 million.

We hold currency swaps to hedge the currency exchange component of our net investments in the United Kingdom. In fiscal 2010, we entered into currency swaps to hedge the currency exchange rate fluctuation exposure associated with the forecasted payments of principal and interest of non-U.S. denominated debt. The aggregate fair value of these swaps at January 31, 2010 and 2009 represented a gain of $475 million and $526 million, respectively. A hypothetical 10% increase or decrease in the currency exchange rates underlying these swaps from the market rate would have resulted in a loss or gain in the value of the swaps of $58 million and $150 million at January 31, 2010 and January 31, 2009, respectively. A hypothetical 10% change in interest rates underlying these swaps from the market rates in effect at January 31, 2010 would have resulted in a loss or gain in value of the swaps of $11 million and $30 million, respectively, on the value of the swaps.

In addition to currency swaps, we have designated debt of approximately £3.0 billion as of January 31, 2010 and 2009, as a hedge of our net investment in the United Kingdom. At January 31, 2010, a hypothetical 10% increase or decrease in value of the U.S. dollar relative to the British pound would have resulted in a gain or loss in the value of the debt of $480 million. At January 31, 2009, a hypothetical 10% increase or decrease in value of the U.S. dollar relative to the British pound would have resulted in a gain or loss in the value of the debt of $440 million. In addition, we have designated debt of approximately ¥437.4 billion as of January 31, 2010 and 2009, as a hedge of our net investment in Japan. At January 31, 2010, a hypothetical 10% increase or decrease in value of the U.S. dollar relative to the Japanese yen would have resulted in a gain or loss in the value of the debt of $485 million. At January 31, 2009, a hypothetical 10% increase or decrease in value of the U.S. dollar relative to the Japanese yen would have resulted in a gain or loss in the value of the debt of $443 million.

Summary of Critical Accounting Policies

Management strives to report the financial results of the company in a clear and understandable manner, although in some cases accounting and disclosure rules are complex and require us to use technical terminology. In preparing our Consolidated Financial Statements, we follow accounting principles generally accepted in the United States. These principles require us to make certain estimates and apply judgments that affect our financial position and results of operations as reflected in our financial statements. These judgments and estimates are based on past events and expectations of future outcomes. Actual results may differ from our estimates.

Management continually reviews its accounting policies, how they are applied and how they are reported and disclosed in our financial statements. Following is a summary of our more significant accounting policies and how they are applied in preparation of the financial statements.

Inventories

We value our inventories at the lower of cost or market as determined primarily by the retail method of accounting, using the last-in, first-out ("LIFO") method for substantially all our Walmart U.S. segment's merchandise. Sam's Club merchandise and merchandise in our distribution warehouses are valued based on weighted average cost using the LIFO method. Inventories for international operations are primarily valued by the retail method of accounting and are stated using the first-in, first-out ("FIFO") method.

Under the retail method, inventory is stated at cost, which is determined by applying a cost-to-retail ratio to each merchandise grouping's retail value. The FIFO cost-to-retail ratio is based on the initial margin of beginning inventory plus the fiscal year purchase activity. The cost-to-retail ratio for measuring any LIFO reserves is based on the initial margin of the fiscal year purchase activity less the impact of any markdowns. The retail method requires management to make certain judgments and estimates that may significantly impact the ending inventory valuation at cost as well as the amount of gross profit recognized. Judgments made include recording markdowns used to sell through inventory and shrinkage. When management determines the salability of inventory has diminished, markdowns for clearance activity and the related cost impact are recorded at the time the price change decision is made. Factors considered in the determination of markdowns include current and anticipated demand, customer preferences and age of merchandise, as well as seasonal and fashion trends. Changes in weather patterns and customer preferences related to fashion trends could cause material changes in the amount and timing of markdowns from year to year.

When necessary, the company records a LIFO provision for a quarter for the estimated annual effect of inflation, and these estimates are adjusted to actual results determined at year-end. Our LIFO provision is calculated based on inventory levels, markup rates and internally generated retail price indices. At January 31, 2010 and 2009, our inventories valued at LIFO approximated those inventories as if they were valued at FIFO.

The company provides for estimated inventory losses ("shrinkage") between physical inventory counts on the basis of a percentage of sales. The provision is adjusted annually to reflect the historical trend of the actual physical inventory count results.

Impairment of Assets

We evaluate long-lived assets other than goodwill and assets with indefinite lives for indicators of impairment whenever events or changes in circumstances indicate their carrying amounts may not be recoverable. Management's judgments regarding the existence of impairment indicators are based on market conditions and our operational performance, such as operating income and cash flows. The evaluation for long-lived assets is performed at the lowest level of identifiable cash flows, which is generally at the individual store level or, in certain circumstances, at the market group level. The variability of these factors depends on a number of conditions, including uncertainty about future events and changes in demographics. Thus our accounting estimates may change from period to period. These factors could cause management to conclude that impairment indicators exist and require that impairment tests be performed, which could result in management determining that the value of long-lived assets is impaired, resulting in a write-down of the long-lived assets.

Goodwill and other indefinite-lived acquired intangible assets are not amortized, but are evaluated for impairment annually or whenever events or changes in circumstances indicate that the value of a certain asset may be impaired. This evaluation requires management to make judgments relating to future cash flows, growth rates, and economic and market conditions. These evaluations are based on determining the fair value of a reporting unit or asset using a valuation method such as discounted cash flow or a relative, market-based approach. Historically, the company has generated sufficient returns to recover the cost of goodwill and other indefinite-lived acquired intangible assets. Because of the nature of the factors used in these tests, if different conditions occur in future periods, future operating results could be materially impacted.

Income Taxes

The determination of our provision for income taxes requires significant judgment, the use of estimates, and the interpretation and application of complex tax laws. Significant judgment is required in assessing the timing and amounts of deductible and taxable items and the probability of sustaining uncertain tax positions. The benefits of uncertain tax positions are recorded in our financial statements only after determining a more-likely-than-not probability that the uncertain tax positions will withstand challenge, if any, from taxing authorities. When facts and circumstances change, we reassess these probabilities and record any changes in the financial statements as appropriate. We account for uncertain tax positions by determining the minimum recognition threshold that a tax position is required to meet before being recognized in the financial statements. This determination requires the use of judgment in assessing the timing and amounts of deductible and taxable items.

Self-Insurance

We use a combination of insurance, self-insured retention and self-insurance for a number of risks, including, but not limited to, workers' compensation, general liability, vehicle liability, and the company's obligation for employee-related health care benefits. Liabilities associated with the risks that we retain are estimated by considering historical claims experience, including frequency, severity, demographic factors and other actuarial assumptions. In calculating our liability, we analyze our historical trends, including loss development, and apply appropriate loss development factors to the incurred costs associated with the claims made against our self-insured program. The estimated accruals for these liabilities could be significantly affected if future occurrences or loss development differ from these assumptions. For example, for our workers' compensation and general liability accrual, a 1% increase or decrease to the assumptions for claims costs or loss development factors would increase or decrease our self-insurance accrual by $26 million.

In fiscal 2008, our actuarially determined ultimate loss estimates were reduced primarily for our fiscal 2004 through 2007 workers' compensation and general liability claims. The reductions in ultimate loss estimates resulted primarily from improved claims handling experience, which impacts loss development factors and other actuarial assumptions. Due to the beneficial change in estimate of our ultimate losses, accrued liabilities for general liability and workers' compensation claims were reduced by $298 million, or $196 million after tax, resulting in an increase in net income per basic and diluted common share of $0.05 for the second quarter of fiscal year 2008.

Forward-Looking Statements

This Annual Report contains statements that Walmart believes are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. Those statements are intended to enjoy the protection of the safe harbor for forward-looking statements provided by that Act. Those forward-looking statements include statements in Management's Discussion and Analysis of Financial Condition and Results of Operations: under the captions "Company Performance Metrics— *Growth — Net Sales"* and "Results of Operations— *Consolidated Results of Operations* " with respect to the volatility of currency exchange rates possibly continuing to affect our International segment's net sales; under the caption "Company Performance Metrics— *Growth — Comparable Store Sales* " regarding the effect of the opening of new stores on comparable store sales stabilizing over time; under the caption "Liquidity and Capital Resources— *Capital Resources* " with respect to our ability to finance seasonal build-ups in inventories and to meet other cash requirements with cash flows from operations and short-term borrowings, our ability to fund certain cash flow shortfalls by short-term borrowings and long-term debt, our plan to refinance long-term debt as it matures, our anticipated funding of any shortfall in cash to pay dividends and make capital expenditures through short-term borrowings and long-term debt, our plan to refinance existing long-term debt as it matures, and our ability to sell our long-term securities; under the caption "Liquidity and Capital Resources— *Global Expansion Activities* " with respect to the our capital expenditures in fiscal 2011, how we will finance expansion and any acquisitions made during fiscal 2011, the anticipated number of new stores and clubs to be opened in the United States and internationally and the anticipated allocation of capital expenditures in fiscal 2011; under the caption "Liquidity and Capital Resources— *Common Stock Dividends* ", as well as in Note 1 to our Consolidated Financial Statements, regarding the payment of dividends in fiscal 2011; and under the caption "Liquidity and Capital Resources— *Off Balance Sheet Arrangements* " with respect to the amount of increases in payments under operating leases if certain leases are executed. These forward-looking statements also include statements in Note 8 to our Consolidated Financial Statements regarding the possible reduction of U.S. tax liability on accumulated but undistributed earnings of our non-U.S. subsidiaries, the realization of certain deferred tax assets, possible reduction of unrecognized tax benefits, the reasons for such reductions and the magnitude of their impact on our results of operations and financial condition, the possible timing of the resolution of certain tax matters and how the resulting tax items will be recorded, and the possibility that the resolution of certain non-U.S. federal income tax matters could result in a material liability for us. In addition, these statements include a statement in the material entitled "Our Financial Priorities" relating to Walmart continuing to grow around the world. The letter of our President and Chief Executive Officer appearing in this Annual Report includes forward-looking statements that relate to: Walmart continuing to expand into new channels so customers can shop and experience Walmart when, where and how they want, Walmart growing operating expenses slower than sales and operating income faster than sales; Walmart doing even more to leverage the size, scale, expenses and expertise of the total company, Walmart continuing to make investments in technology, Walmart planning to move quickly and being a more innovative company; Walmart expanding our commitment to inclusion and providing career opportunities to associates, especially women; Walmart building on our leading in sustainability through continued work on its Sustainable Product Index and new commitment to reduce green gas emissions, Walmart living and upholding our culture, showing that we respect individual people, putting customers first and driving changes need to be an even better company, and Walmart making the absolute most of our opportunity to lead as a retailer, as a company and as people. Forward-looking statements appear elsewhere in this Annual Report: under the caption "Walmart U.S. — *Saving Customers Money So They Can Live Better* " and relate to management's expectations that growth will come from additional penetration into more metropolitan markets, as well as new formats and stronger integration with our online business and for global sourcing initiatives to strengthen our Walmart U.S. segment's efforts to drive down the cost of goods and pass the savings on to customers. Moreover, forward-looking statements appear under the caption "Walmart International— Growing Globally *To Serve More Customers* " and relate to management's expectations for our International segment to continue an aggressive pace through acquisitions and strong organic growth and to grow in our International segment's countries by winning locally. In addition, a forward-looking statement appears under the caption "Walmart— Helping People *Live Better Worldwide* " regarding driving product innovation, increasing supply chain transparency and creating a single source for product sustainability. The forward-looking statements described above are identified by the use in such statements of one or more of the words or phrases "anticipate," "could reduce," "expect," "grow," "is expected," "may be reduced," "may continue," "plan," "will always put," "will be," "will be included," "will be paid," "will be recorded," "will be resolved," "will build," "will come," "will continue," "will do," "will drive," "will expand," "will grow," "will live and uphold, "will show," "will strengthen," and "would increase," and other similar words or phrases. Similarly, descriptions of our objectives, strategies, plans, goals or targets are also forward-looking statements. These statements discuss, among other things, expected growth, future revenues, future cash flows, future capital expenditures, future performance, future initiatives and the anticipation and expectations of Walmart and its management as to future occurrences and trends.

The forward-looking statements included in this Annual Report and that we make elsewhere are subject to certain factors, in the United States and internationally, that could affect our business operations, financial performance, business strategy, plans, goals and objectives. Those factors include, but are not limited to: general economic conditions, including the current economic downturn and disruption in the financial markets, unemployment levels, consumer credit availability, levels of consumer

disposable income, consumer spending patterns and debt levels, inflation, deflation, the cost of the goods we sell, labor costs, transportation costs, the cost of diesel fuel, gasoline, natural gas and electricity, the cost of healthcare benefits, accident costs, our casualty and other insurance costs, information security costs, the cost of construction materials, availability of acceptable building sites for new stores, clubs and other formats, competitive pressures, accident-related costs, weather patterns, catastrophic events, storm and other damage to our stores and distribution centers, climate change, weather-related closing of stores, availability and transport of goods from domestic and foreign suppliers, currency exchange fluctuations and volatility, trade restrictions, changes in tariff and freight rates, adoption of or changes in tax and other laws and regulations that affect our business, costs of compliance with laws and regulations, the outcome of legal proceedings to which we are a party, interest rate fluctuations, changes in employment legislation and other capital markets, economic and geo-political conditions and events, including civil unrest and terrorist attacks. Moreover, we typically earn a disproportionate part of our annual operating income in the fourth quarter as a result of the seasonal buying patterns. Those buying patterns are difficult to forecast with certainty. The foregoing list of factors that may affect our performance is not exclusive. Other factors and unanticipated events could adversely affect our business operations and financial performance. We discuss certain of these matters more fully, as well as certain risk factors that may affect our business operations, financial condition, results of operations and liquidity in other of our filings with the Securities and Exchange Commission (the “SEC”), including our Annual Report on Form 10-K. We filed our Annual Report on Form 10-K for the year ended January 31, 2010, with the SEC on March 30, 2010. The forward-looking statements described above are made based on knowledge of our business and the environment in which we operate. However, because of the factors described and listed above, as well as other factors, or as a result of changes in facts, assumptions not being realized or other circumstance, actual results may materially differ from anticipated results described or implied in these forward-looking statements. We cannot assure the reader that the results or developments expected or anticipated by us will be realized or, even if substantially realized, that those results or developments will result in the expected consequences for us or affect us, our business or our operations in the way we expect. You are urged to consider all of these risks, uncertainties and other factors carefully in evaluating the forward-looking statements and not to place undue reliance on such forward-looking statements. The forward-looking statements included in this Annual Report speak only as of the date of this report, and we undertake no obligation to update these forward-looking statements to reflect subsequent events or circumstances, except as may be required by applicable law.

WAL-MART STORES, INC.

Consolidated Statements of Income

(Amounts in millions except per share data) **Fiscal Years Ended January 31,**	**2010**	**2009**	**2008**
Revenues:			
Net sales	**$405,046**	$401,087	$373,821
Membership and other income	**3,168**	3,287	3,202
	408,214	404,374	377,023
Costs and expenses:			
Cost of sales	**304,657**	304,056	284,137
Operating, selling, general and administrative expenses	**79,607**	77,520	70,934
Operating income	**23,950**	22,798	21,952
Interest:			
Debt	**1,787**	1,896	1,863
Capital leases	**278**	288	240
Interest income	**(181)**	(284)	(309)
Interest, net	**1,884**	1,900	1,794
Income from continuing operations before income taxes	**22,066**	20,898	20,158
Provision for income taxes:			
Current	**7,643**	6,564	6,897
Deferred	**(504)**	581	(8)
	7,139	7,145	6,889
Income from continuing operations	**14,927**	13,753	13,269
Income (loss) from discontinued operations, net of tax	**(79)**	146	(132)
Consolidated net income	**14,848**	13,899	13,137
Less consolidated net income attributable to noncontrolling interest	**(513)**	(499)	(406)
Consolidated net income attributable to Walmart	**$ 14,335**	$ 13,400	$ 12,731
Basic net income per common share:			
Basic income per common share from continuing operations attributable to Walmart	**$ 3.73**	$ 3.36	$ 3.16
Basic income (loss) per common share from discontinued operations attributable to Walmart	**(0.02)**	0.04	(0.03)
Basic net income per common share attributable to Walmart	**$ 3.71**	$ 3.40	$ 3.13
Diluted net income per common share:			
Diluted income per common share from continuing operations attributable to Walmart	**$ 3.72**	$ 3.35	$ 3.16
Diluted income (loss) per common share from discontinued operations attributable to Walmart	**(0.02)**	0.04	(0.03)
Diluted net income per common share attributable to Walmart	**$ 3.70**	$ 3.39	$ 3.13
Weighted-average number of common shares:			
Basic	**3,866**	3,939	4,066
Diluted	**3,877**	3,951	4,072
Dividends declared per common share	**$ 1.09**	$ 0.95	$ 0.88

See accompanying notes.

WAL-MART STORES, INC.

Consolidated Balance Sheets

(Amounts in millions except per share data)	January 31, 2010	January 31, 2009
ASSETS		
Current assets:		
Cash and cash equivalents	**$ 7,907**	$ 7,275
Receivables, net	**4,144**	3,905
Inventories	**33,160**	34,511
Prepaid expenses and other	**2,980**	3,063
Current assets of discontinued operations	**140**	195
Total current assets	**48,331**	48,949
Property and equipment:		
Land	**22,591**	19,852
Buildings and improvements	**77,452**	73,810
Fixtures and equipment	**35,450**	29,851
Transportation equipment	**2,355**	2,307
Property and equipment	**137,848**	125,820
Less accumulated depreciation	**(38,304)**	(32,964)
Property and equipment, net	**99,544**	92,856
Property under capital leases:		
Property under capital leases	**5,669**	5,341
Less accumulated amortization	**(2,906)**	(2,544)
Property under capital leases, net	**2,763**	2,797
Goodwill	**16,126**	15,260
Other assets and deferred charges	**3,942**	3,567
Total assets	**$170,706**	$163,429
LIABILITIES AND EQUITY		
Current liabilities:		
Short-term borrowings	**$ 523**	$ 1,506
Accounts payable	**30,451**	28,849
Accrued liabilities	**18,734**	18,112
Accrued income taxes	**1,365**	677
Long-term debt due within one year	**4,050**	5,848
Obligations under capital leases due within one year	**346**	315
Current liabilities of discontinued operations	**92**	83
Total current liabilities	**55,561**	55,390
Long-term debt	**33,231**	31,349
Long-term obligations under capital leases	**3,170**	3,200
Deferred income taxes and other	**5,508**	6,014
Redeemable noncontrolling interest	**307**	397
Commitments and contingencies		
Equity:		
Preferred stock ($0.10 par value; 100 shares authorized, none issued)	**—**	—
Common stock ($0.10 par value; 11,000 shares authorized, 3,786 and 3,925 issued and outstanding at January 31, 2010 and January 31, 2009, respectively)	**378**	393
Capital in excess of par value	**3,803**	3,920
Retained earnings	**66,638**	63,660
Accumulated other comprehensive loss	**(70)**	(2,688)
Total Walmart shareholders' equity	**70,749**	65,285
Noncontrolling interest	**2,180**	1,794
Total equity	**72,929**	67,079
Total liabilities and equity	**$170,706**	$163,429

See accompanying notes.

WAL-MART STORES, INC.

Consolidated Statements of Shareholders' Equity

(Amounts in millions except per share data)	Number of Shares	Common Stock	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Walmart Shareholders' Equity	Noncontrolling Interest	Total Equity
Balances – February 1, 2007	4,131	$ 413	$ 2,834	$55,818	$ 2,508	$ 61,573	$ 2,160	$63,733
Consolidated net income				12,731		12,731	406	13,137
Other comprehensive income					1,356	1,356	8	1,364
Cash dividends ($0.88 per share)				(3,586)		(3,586)		(3,586)
Purchase of Company stock	(166)	(17)	(190)	(7,484)		(7,691)		(7,691)
Other	8	1	384			385	(635)	(250)
Adoption of accounting for uncertainty in income taxes				(160)		(160)		(160)
Balances – January 31, 2008	3,973	$ 397	$ 3,028	$57,319	$ 3,864	$ 64,608	$ 1,939	$66,547
Consolidated net income				13,400		13,400	499	13,899
Other comprehensive income					(6,552)	(6,552)	(371)	(6,923)
Cash dividends ($0.95 per share)				(3,746)		(3,746)		(3,746)
Purchase of Company stock	(61)	(6)	(95)	(3,315)		(3,416)		(3,416)
Other	13	2	987	2		991	(273)	718
Balances – January 31, 2009	3,925	$ 393	$ 3,920	$63,660	$ (2,688)	$ 65,285	$ 1,794	$67,079
Consolidated net income (excludes redeemable noncontrolling interest)				14,335		14,335	499	14,834
Other comprehensive income					2,618	2,618	64	2,682
Cash dividends ($1.09 per share)				(4,217)		(4,217)		(4,217)
Purchase of Company stock	(145)	(15)	(246)	(7,136)		(7,397)		(7,397)
Purchase of redeemable noncontrolling interest			(288)			(288)		(288)
Other	6		417	(4)		413	(177)	236
Balances – January 31, 2010	**3,786**	**$ 378**	**$ 3,803**	**$66,638**	**$ (70)**	**$ 70,749**	**$ 2,180**	**$72,929**

Fiscal years ended January 31,	2010	2009	2008
Comprehensive Income:			
Consolidated net income [1]	$14,848	$13,899	$13,137
Other comprehensive income:			
Currency translation [2]	2,854	(6,860)	1,226
Net change in fair values of derivatives	94	(17)	—
Minimum pension liability	(220)	(46)	138
Total comprehensive income	17,576	6,976	14,501
Less amounts attributable to the noncontrolling interest:			
Net income [1]	(513)	(499)	(406)
Currency translation [2]	(110)	371	(8)
Amounts attributable to the noncontrolling interest	(623)	(128)	(414)
Comprehensive income attributable to Walmart	$16,953	$ 6,848	$14,087

[1] *Includes $14 million in fiscal 2010 that is related to the redeemable noncontrolling interest.*
[2] *Includes $46 million in fiscal 2010 that is related to the redeemable noncontrolling interest.*

See accompanying notes

WAL-MART STORES, INC.

Consolidated Statements of Cash Flows

(Amounts in millions) **Fiscal Year Ended January 31,**	**2010**	**2009**	**2008**
Cash flows from operating activities:			
Consolidated net income	**$ 14,848**	$ 13,899	$ 13,137
Loss (income) from discontinued operations, net of tax	**79**	(146)	132
Income from continuing operations	**14,927**	13,753	13,269
Adjustments to reconcile income from continuing operations to net cash provided by operating activities:			
Depreciation and amortization	**7,157**	6,739	6,317
Deferred income taxes	**(504)**	581	(8)
Other operating activities	**301**	769	504
Changes in certain assets and liabilities, net of effects of acquisitions:			
Increase in accounts receivable	**(297)**	(101)	(564)
Decrease (increase) in inventories	**2,265**	(220)	(775)
Increase (decrease) in accounts payable	**1,052**	(410)	865
Increase in accrued liabilities	**1,348**	2,036	1,034
Net cash provided by operating activities	**26,249**	23,147	20,642
Cash flows from investing activities:			
Payments for property and equipment	**(12,184)**	(11,499)	(14,937)
Proceeds from disposal of property and equipment	**1,002**	714	957
Proceeds from (payments for) disposal of certain international operations, net	**—**	838	(257)
Investment in international operations, net of cash acquired	**—**	(1,576)	(1,338)
Other investing activities	**(438)**	781	(95)
Net cash used in investing activities	**(11,620)**	(10,742)	(15,670)
Cash flows from financing activities:			
Increase (decrease) in short-term borrowings, net	**(1,033)**	(3,745)	2,376
Proceeds from issuance of long-term debt	**5,546**	6,566	11,167
Payment of long-term debt	**(6,033)**	(5,387)	(8,723)
Dividends paid	**(4,217)**	(3,746)	(3,586)
Purchase of Company stock	**(7,276)**	(3,521)	(7,691)
Purchase of redeemable noncontrolling interest	**(436)**	—	—
Payment of capital lease obligations	**(346)**	(352)	(343)
Other financing activities	**(396)**	267	(622)
Net cash used in financing activities	**(14,191)**	(9,918)	(7,422)
Effect of exchange rates on cash and cash equivalents	**194**	(781)	252
Net increase (decrease) in cash and cash equivalents	**632**	1,706	(2,198)
Cash and cash equivalents at beginning of year (1)	**7,275**	5,569	7,767
Cash and cash equivalents at end of year (2)	**$ 7,907**	$ 7,275	$ 5,569
Supplemental disclosure of cash flow information			
Income tax paid	**$ 7,389**	$ 6,596	$ 6,299
Interest paid	**2,141**	1,787	1,622
Capital lease obligations incurred	**61**	284	447

(1) Includes cash and cash equivalents of discontinued operations of $51 million at February 1, 2007.
(2) Includes cash and cash equivalents of discontinued operations of $77 million at January 31, 2008.

See accompanying notes.

Notes to Consolidated Financial Statements

Wal-Mart Stores, Inc.

Note 1. Summary of Significant Accounting Policies

General

Wal-Mart Stores, Inc. ("Walmart," the "company" or "we") operates retail stores in various formats around the world and is committed to saving people money so they can live better. We earn the trust of our customers every day by providing a broad assortment of quality merchandise and services at every day low prices ("EDLP") while fostering a culture that rewards and embraces mutual respect, integrity and diversity. EDLP is our pricing philosophy under which we price items at a low price every day so our customers trust that our prices will not change under frequent promotional activity. Our fiscal year ends on January 31.

Consolidation

The Consolidated Financial Statements include the accounts of Wal-Mart Stores, Inc. and its subsidiaries. Intercompany transactions have been eliminated in consolidation. Investments in which the company has a 20% to 50% voting interest and where the company exercises significant influence over the investee are accounted for using the equity method. These investments are immaterial to our company.

The company's operations in Argentina, Brazil, Chile, China, Costa Rica, El Salvador, Guatemala, Honduras, India, Japan, Mexico, Nicaragua and the United Kingdom are consolidated using a December 31 fiscal year-end, generally due to statutory reporting requirements. There were no significant intervening events in January 2010 which materially affected the financial statements. The company's operations in Canada and Puerto Rico are consolidated using a January 31 fiscal year-end.

The company consolidates the accounts of certain variable interest entities where it has been determined that Walmart is the primary beneficiary of those entities' operations. The assets, liabilities and results of operations of these entities are not material to the company.

Cash and Cash Equivalents

The company considers investments with a maturity of three months or less when purchased to be cash equivalents. The majority of payments due from banks for third-party credit card, debit card and electronic benefit transactions ("EBT") process within 24-48 hours, except for transactions occurring on a Friday, which are generally processed the following Monday. All credit card, debit card and EBT transactions that process in less than seven days are classified as cash and cash equivalents. The amounts due from banks for these transactions classified as cash totaled $2.6 billion and $2.0 billion at January 31, 2010 and 2009, respectively. In addition, cash and cash equivalents includes restricted cash related to cash collateral holdings from various counterparties as required by certain derivative and trust agreements of $469 million and $577 million at January 31, 2010 and 2009, respectively.

Receivables

Receivables consist primarily of amounts due from:

- insurance companies resulting from our pharmacy sales;
- banks for customer credit card, debit card and EBT transactions that take in excess of seven days to process;
- suppliers for marketing or incentive programs;
- consumer financing programs in certain international subsidiaries; and
- real estate transactions.

We establish a reserve for uncollectible receivables based on historical trends in collection of past due amounts and write-off history. Our reserve for uncollectible receivables, which relates primarily to our consumer financing programs, was $298 million and $188 million at January 31, 2010 and 2009, respectively.

Inventories

The company values inventories at the lower of cost or market as determined primarily by the retail method of accounting, using the last-in, first-out ("LIFO") method for substantially all of the Walmart U.S. segment's merchandise inventories. Sam's Club merchandise and merchandise in our distribution warehouses are valued based on the weighted average cost using the

LIFO method. Inventories of International operations are primarily valued by the retail method of accounting, using the first-in, first-out ("FIFO") method. At January 31, 2010 and 2009, our inventories valued at LIFO approximate those inventories as if they were valued at FIFO.

Capitalized Interest

Interest costs capitalized on construction projects were $85 million, $88 million and $150 million in fiscal 2010, 2009 and 2008, respectively.

Long-Lived Assets

Long-lived assets are stated at cost. Management reviews long-lived assets for indicators of impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. The evaluation is performed at the lowest level of identifiable cash flows, which is at the individual store level or in certain circumstances a market group of stores. Undiscounted cash flows expected to be generated by the related assets are estimated over the asset's useful life based on updated projections. If the evaluation indicates that the carrying amount of the asset may not be recoverable, any potential impairment is measured based upon the fair value of the related asset or asset group as determined by an appropriate market appraisal or other valuation technique. Impairment charges were $429 million, $262 million and $210 million for fiscal years 2010, 2009 and 2008, respectively, and are classified in operating, selling, general and administrative expenses on the accompanying Consolidated Statements of Income. See Note 15 for further information regarding the impairment charges recorded in fiscal 2010.

Goodwill and Other Acquired Intangible Assets

Goodwill represents the excess of purchase price over fair value of net assets acquired, and is allocated to the appropriate segment when acquired. Other acquired intangible assets are stated at the fair value acquired as determined by a valuation technique commensurate with the intended use of the related asset. Goodwill and indefinite-lived other acquired intangible assets are not amortized; rather they are evaluated for impairment annually during our fourth fiscal quarter, or whenever events or changes in circumstances indicate that the value of the asset may be impaired. Definite-lived other acquired intangible assets are considered long-lived assets and are amortized on a straight-line basis over the periods that expected economic benefits will be provided.

Indefinite-lived other acquired intangible assets are included in other assets and deferred charges on the accompanying Consolidated Balance Sheets. These assets are evaluated for impairment based on their fair values using valuation techniques which are updated annually based on the most recent variables and assumptions. There were no impairment charges related to indefinite-lived intangible assets recorded during the fiscal years ended January 31, 2010, 2009 and 2008.

Goodwill is evaluated for impairment by determining the fair value of the related reporting unit. Fair value is measured based on discounted cash flow method and relative market-based approaches. The analyses require significant management judgment to evaluate the capacity of an acquired business to perform within projections. The company has never recorded impairment charges related to goodwill.

The following table reflects goodwill activity for fiscal years 2010 and 2009:

(Amounts in millions)	International	Sam's Club	Total
February 1, 2008	$ 15,574	$ 305	$15,879
Currency translation	(2,020)	—	(2,020)
Acquisitions	1,500	—	1,500
Other	(99)	—	(99)
January 31, 2009	$ 14,955	$ 305	$15,260
Currency translation	970	—	970
Other	(104)	—	(104)
January 31, 2010	$ 15,821	$ 305	$16,126

During fiscal 2010, the International segment's goodwill balance increased $970 million related to currency exchange fluctuations. Other goodwill activity of $104 million includes adjustments made in finalizing the allocation of the purchase price for Distribución y Servicio ("D&S") . During fiscal 2009, the International segment's goodwill balance decreased $619 million primarily from the strengthening of the U.S. dollar against most major currencies, partially offset by goodwill recorded in connection with the

acquisition of a majority interest in D&S and the purchase of the remaining minority shares of The Seiyu Ltd. These acquisitions and disposal are discussed in further detail in Note 9.

Leases

The company estimates the expected term of a lease by assuming the exercise of renewal options where an economic penalty exists that would preclude the abandonment of the lease at the end of the initial non-cancelable term and the exercise of such renewal is at the sole discretion of the company. This expected term is used in the determination of whether a store lease is a capital or operating lease and in the calculation of straight-line rent expense. Additionally, the useful life of leasehold improvements is limited by the expected lease term or the economic life of the asset, whichever is shorter. If significant expenditures are made for leasehold improvements late in the expected term of a lease and renewal is reasonably assumed, the useful life of the leasehold improvement is limited to the end of the renewal period or economic life of the asset, whichever is shorter.

Rent abatements and escalations are considered in the calculation of minimum lease payments in the company's capital lease tests and in determining straight-line rent expense for operating leases.

Currency Translation

The assets and liabilities of all international subsidiaries are translated from the respective local currency to the U.S. dollar using exchange rates at the balance sheet date. The income statements of international subsidiaries are translated from the respective local currency to the U.S. dollar using average exchange rates for the period. Related translation adjustments are recorded as a component of accumulated other comprehensive income (loss).

Revenue Recognition

The company recognizes sales revenue net of sales taxes and estimated sales returns at the time it sells merchandise to the customer. Customer purchases of shopping cards are not recognized as revenue until the card is redeemed and the customer purchases merchandise by using the shopping card. The company also recognizes revenue from service transactions at the time the service is performed. Generally, revenue from services is classified as a component of net sales on our consolidated statements of income.

Sam's Club Membership Fee Revenue Recognition

The company recognizes Sam's Club membership fee revenue both in the United States and internationally over the term of the membership, which is 12 months. The following table details deferred revenue, membership fees received from members and the amount of revenue recognized in earnings for each of the fiscal years 2010, 2009 and 2008.

(Amounts in millions)	Deferred Membership Fee Revenue
Balance at February 1, 2007	$ 535
Membership fees received	1,054
Membership fee revenue recognized	(1,038)
Balance at January 31, 2008	$ 551
Membership fees received	1,044
Membership fee revenue recognized	(1,054)
Balance at January 31, 2009	$ 541
Membership fees received	1,048
Membership fee revenue recognized	(1,057)
Balance at January 31, 2010	$ 532

Sam's Club membership fee revenue is included in membership and other income in the revenues section of the accompanying Consolidated Statements of Income. The deferred membership fee is included in accrued liabilities on the accompanying Consolidated Balance Sheets.

Cost of Sales

Cost of sales includes actual product cost, the cost of transportation to the company's warehouses, stores and clubs from suppliers, the cost of transportation from the company's warehouses to the stores and clubs and the cost of warehousing for our Sam's Club segment.

Payments from Suppliers

Walmart receives money from suppliers for various programs, primarily volume incentives, warehouse allowances and reimbursements for specific programs such as markdowns, margin protection and advertising. Substantially all payments from suppliers are accounted for as a reduction of purchases and recognized in our Consolidated Statements of Income when the related inventory is sold.

Operating, Selling, General and Administrative Expenses

Operating, selling, general and administrative expenses include all operating costs of the company except those costs related to the transportation of products from the supplier to the warehouses, stores or clubs, the costs related to the transportation of products from the warehouses to the stores or clubs and the cost of warehousing for our Sam's Club segment. As a result, the cost of warehousing and occupancy for our Walmart U.S. and International segments' distribution facilities is included in operating, selling, general and administrative expenses. Because we do not include the cost of our Walmart U.S. and International segments' distribution facilities in cost of sales, our gross profit and gross profit as a percentage of net sales (our "gross profit margin") may not be comparable to those of other retailers that may include all costs related to their distribution facilities in cost of sales and in the calculation of gross profit.

Advertising Costs

Advertising costs are expensed as incurred and were $2.4 billion, $2.1 billion and $1.8 billion in fiscal 2010, 2009 and 2008, respectively. Advertising costs consist primarily of print, television and digital advertisements. Advertising reimbursements received from suppliers are generally accounted for as a reduction of purchases and recognized in our Consolidated Statements of Income when the related inventory is sold.

Pre-Opening Costs

The costs of start-up activities, including organization costs, related to new store openings, store remodels, expansions and relocations are expensed as incurred. Pre-opening costs totaled $227 million, $289 million and $353 million for the years ended January 31, 2010, 2009 and 2008, respectively.

Depreciation and Amortization

Depreciation and amortization for financial statement purposes are provided on the straight-line method over the estimated useful lives of the various assets. Depreciation expense, including amortization of property under lease, for fiscal years 2010, 2009 and 2008 was $7.2 billion, $6.7 billion and $6.3 billion, respectively. For income tax purposes, accelerated methods of depreciation are used with recognition of deferred income taxes for the resulting temporary differences. Leasehold improvements are depreciated over the shorter of the estimated useful life of the asset or the remaining expected lease term. Estimated useful lives for financial statement purposes are as follows:

Buildings and improvements	5–40 years
Fixtures and equipment	3–20 years
Transportation equipment	4–15 years

Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rate is recognized in income in the period that includes the enactment date. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts more likely than not to be realized.

The company reports a liability for unrecognized tax benefits resulting from uncertain tax positions taken or expected to be taken in a tax return. The company records interest and penalties related to unrecognized tax benefits in interest expense and operating, selling, general and administrative expenses, respectively, in the company's Consolidated Statements of Income.

Estimates and Assumptions

The preparation of our Consolidated Financial Statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities. They also affect the disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Reclassifications

In connection with the company's finance transformation project, we reviewed and adjusted the classification of certain revenue and expense items within our Consolidated Statements of Income for financial reporting purposes. The reclassifications did not impact operating income or consolidated net income attributable to Walmart. The changes were effective February 1, 2009 and have been reflected in all periods presented.

Subsequent Events

On March 4, 2010, the company's Board of Directors approved an increase in the annual dividend for fiscal 2011 to $1.21 per share, an increase of 11% over the dividend paid in fiscal 2010. The annual dividend will be paid in four quarterly installments on April 5, 2010, June 1, 2010, September 7, 2010 and January 3, 2011 to holders of record on March 12, May 14, August 13 and December 10, 2010, respectively.

Note 2. Accrued Liabilities

Accrued liabilities consist of the following:

(Amounts in millions)	January 31, 2010	January 31, 2009
Accrued wages and benefits	**$ 5,986**	$ 5,577
Self-insurance	**3,224**	3,108
Other	**9,524**	9,427
Total accrued liabilities	**$18,734**	$18,112

Self-Insurance

The company uses a combination of insurance, self-insured retention and self-insurance for a number of risks, including, but not limited to, workers' compensation, general liability, vehicle liability, property and the company's obligation for employee-related health care benefits. Liabilities associated with these risks are estimated by considering historical claims experience, demographic factors, frequency and severity factors and other actuarial assumptions. In estimating our liability for such claims, we periodically analyze our historical trends, including loss development, and apply appropriate loss development factors to the incurred costs associated with the claims.

Note 3. Net Income Per Common Share

Basic net income per common share attributable to Walmart is based on the weighted-average number of outstanding common shares. Diluted net income per common share attributable to Walmart is based on the weighted-average number of outstanding common shares adjusted for the dilutive effect of stock options and other share-based awards. The dilutive effect of stock options and other share-based awards was 11 million, 12 million and 6 million shares in fiscal 2010, 2009 and 2008, respectively. The company had approximately 5 million, 6 million and 62 million option shares outstanding at January 31, 2010, 2009 and 2008, respectively, which were not included in the diluted net income per share calculation because their effect would be antidilutive.

For purposes of determining consolidated net income per common share attributable to Walmart, income from continuing operations attributable to Walmart and the (loss) gain from discontinued operations, net of tax, are as follows:

(Amounts in millions)	Fiscal Year Ended January 31, 2010	2009	2008
Income from continuing operations	**$14,927**	$13,753	$13,269
Less consolidated net income attributable to noncontrolling interest	**(513)**	(499)	(406)
Income from continuing operations attributable to Walmart	**14,414**	13,254	12,863
Income (loss) from discontinued operations, net of tax	**(79)**	146	(132)
Consolidated net income attributable to Walmart	**$14,335**	$13,400	$12,731

Note 4. Short-term Borrowings and Long-term Debt

Information on short-term borrowings and interest rates is as follows:

(Dollar amounts in millions)	Fiscal Year Ended January 31, 2010	2009	2008
Maximum amount outstanding at any month-end	**$4,536**	$7,866	$9,176
Average daily short-term borrowings	**1,596**	4,520	5,657
Weighted-average interest rate	**0.5%**	2.1%	4.9%

Short-term borrowings consist of commercial paper and lines of credit. Short term borrowings outstanding at January 31, 2010 and 2009 were $523 million and $1.5 billion, respectively. The company has certain lines of credit totaling $9.0 billion, most of which were undrawn as of January 31, 2010. Of the $9.0 billion in lines of credit, $8.6 billion is committed with 34 financial institutions. In conjunction with these lines of credit, the company has agreed to observe certain covenants, the most restrictive of which relates to maximum amounts of secured debt and long-term leases. Committed lines of credit are primarily used to support commercial paper. The portion of committed lines of credit used to support commercial paper remained undrawn as of January 31, 2010. The committed lines of credit mature at various times starting between June 2010 and June 2012, carry interest rates in some cases equal to the company's one-year credit default swap mid-rate spread and in other cases LIBOR plus 15 basis points and incur commitment fees of 4.0 to 10.0 basis points on undrawn amounts.

The company had trade letters of credit outstanding totaling $2.4 billion at January 31, 2010 and 2009. At January 31, 2010 and 2009, the company had standby letters of credit outstanding totaling $2.4 billion and $2.0 billion, respectively. These letters of credit were issued primarily for the purchase of inventory and self-insurance purposes.

Long-term debt consists of:

(Dollar amounts in millions) Interest Rate	Maturity Date by Fiscal Year	January 31, 2010	January 31, 2009
1.200 – 10.96%	Notes due 2010	**$ —**	$ 5,656
5.250%	Notes due 2036	**4,098**	3,954
0.184 – 10.880%	Notes due 2011 (1)	**3,972**	2,952
5.625%	Notes due 2035	**1,598**	—
6.500%	Notes due 2038	**3,000**	3,000
0.750 – 15.27%	Notes due 2014	**3,919**	4,822
1.200 – 4.125%	Notes due 2012	**4,481**	5,353
5.750 – 7.550%	Notes due 2031	**1,799**	1,727
4.875 – 6.200%	Notes due 2039	**3,598**	2,954
2.950 – 6.500%	Notes due 2019 (1)	**1,769**	1,305
3.750 – 5.375%	Notes due 2018	**1,032**	1,006
3.150 – 6.630%	Notes due 2016	**766**	940
5.875%	Notes due 2028	**777**	772
1.600 – 5.000%	Notes due 2013	**1,363**	561
6.750%	Notes due 2024	**262**	263
2.300 – 3.000%	Notes due 2015	**2,704**	575
2.000 – 2.500%	Notes due 2017	**27**	32
4.125%	Notes due 2020	**6**	507
4.200 – 5.500%	Notes due 2021	**6**	7
4.200 – 5.500%	Notes due 2022	**6**	8
4.200 – 5.500%	Notes due 2023	**8**	10
4.200 – 5.500%	Notes due 2025	**16**	17
4.200 – 5.500%	Notes due 2026	**20**	20
4.200 – 5.500%	Notes due 2027	**23**	19
4.200 – 5.500%	Notes due 2029	**1,401**	12
Other (mortgages and sale/leasebacks) (2)	Due 2011 – 2038	**630**	725
Total		**$37,281**	$37,197

(1) *Notes due in 2011 and 2019 both include $500 million put options. Contains early termination arrangements totaling $109 million.*

(2) *Includes adjustments to debt hedged by derivatives.*

The company has $1.0 billion in debt with embedded put options. The holders of one $500 million debt issuance may require the company to repurchase the debt at par plus accrued interest at any time. One issuance of money market puttable reset securities in the amount of $500 million is structured to be remarketed in connection with the annual reset of the interest rate. If, for any reason, the remarketing of the notes does not occur at the time of any interest rate reset, the holders of the notes must sell, and the company must repurchase, the notes at par. All of these issuances have been classified as long-term debt due within one year in the Consolidated Balance Sheets.

Long-term debt is unsecured except for $267 million, which is collateralized by property with an aggregate carrying amount of approximately $1.2 billion. Annual maturities of long-term debt during the next five years and thereafter are:

(Amounts in millions) Fiscal Year	Annual Maturity
2011	$ 4,050
2012	4,611
2013	1,438
2014	4,150
2015	2,749
Thereafter	20,283
Total	$37,281

The company has entered into sale/leaseback transactions involving buildings while retaining title to the underlying land. These transactions were accounted for as financings and are included in long-term debt and the annual maturities schedules above. The resulting obligations mature as follows during the next five years and thereafter:

(Amounts in millions) Fiscal Year	Annual Maturity
2011	$ 10
2012	10
2013	10
2014	7
2015	7
Thereafter	277
Total	$ 321

Note 5. Fair Value Measurements

The company records and discloses certain financial and non-financial assets and liabilities at their fair value. The fair value of an asset is the price at which the asset could be sold in an orderly transaction between unrelated, knowledgeable and willing parties able to engage in the transaction. A liability's fair value is defined as the amount that would be paid to transfer the liability to a new obligor in a transaction between such parties, not the amount that would be paid to settle the liability with the creditor.

Assets and liabilities recorded at fair value are measured using a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include:

- Level 1, defined as observable inputs such as quoted prices in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring the company to develop our own assumptions.

The disclosure of fair value of certain financial assets and liabilities that are recorded at cost are as follows:

Cash and cash equivalents: The carrying amount approximates fair value due to the short maturity of these instruments.

Long-term debt: The fair value is based on the company's current incremental borrowing rate for similar types of borrowing arrangements or, where applicable, quoted market prices. The cost and fair value of our debt as of January 31, 2010 and 2009 is as follows:

	January 31, 2010		January 31, 2009	
(Amounts in millions)	Cost	Fair Value	Cost	Fair Value
Long-term debt	**$37,281**	**$ 39,055**	$37,197	$ 37,862

Additionally, as of January 31, 2010 and 2009, the company held certain derivative asset and liability positions that are required to be measured at fair value on a recurring basis. The majority of the Company's derivative instruments relate to interest rate swaps. The fair values of these interest rate swaps have been measured in accordance with Level 2 inputs of the fair value hierarchy. As of January 31, 2010 and 2009, the notional amounts and fair values of these interest rate swaps are as follows (asset/(liability)):

(Amounts in millions)	January 31, 2010		January 31, 2009	
Derivative financial instruments designated for hedging:	**Notional Amount**	**Fair Value**	**Notional Amount**	**Fair Value**
Receive fixed-rate, pay floating rate interest rate swaps designated as fair value hedges	**$ 4,445**	**$ 260**	$ 5,195	$ 321
Receive fixed-rate, pay fixed-rate cross-currency interest rate swaps designated as net investment hedges (Cross-currency notional amount: GBP 795 at January 31, 2010 and 2009)	**1,250**	**189**	1,250	526
Receive floating-rate, pay fixed-rate interest rate swaps designated as cash flow hedges	**638**	**(20)**	462	(17)
Receive fixed-rate, pay fixed-rate cross-currency interest rate swaps designated as cash flow hedges	**2,902**	**286**	—	—
Total	**$ 9,235**	**$ 715**	$ 6,907	$ 830

The fair values above are the estimated amounts the company would receive or pay upon a termination of the agreements relating to such instruments as of the reporting dates.

Note 6. Derivative Financial Instruments

The company uses derivative financial instruments for hedging and non-trading purposes to manage its exposure to changes in interest and currency exchange rates, as well as to maintain an appropriate mix of fixed- and floating-rate debt. Use of derivative financial instruments in hedging programs subjects the company to certain risks, such as market and credit risks. Market risk represents the possibility that the value of the derivative instrument will change. In a hedging relationship, the change in the value of the derivative is offset to a great extent by the change in the value of the underlying hedged item. Credit risk related to derivatives represents the possibility that the counterparty will not fulfill the terms of the contract. The notional, or contractual, amount of the company's derivative financial instruments is used to measure interest to be paid or received and does not represent the company's exposure due to credit risk. Credit risk is monitored through established approval procedures, including setting concentration limits by counterparty, reviewing credit ratings and requiring collateral (generally cash) from the counterparty when appropriate.

The company's transactions are with counterparties rated "A+" or better by nationally recognized credit rating agencies. In connection with various derivative agreements with counterparties, the company held cash collateral from these counterparties of $323 million and $440 million at January 31, 2010 and 2009, respectively. It is our policy to record cash collateral exclusive of any derivative asset, and any collateral holdings are reflected in our accrued liabilities as amounts due to the counterparties. Furthermore, as part of the master netting arrangements with these counterparties, the company is also required to post collateral if the derivative liability position exceeds $150 million. The company has no outstanding collateral postings and in the event of providing cash collateral, the company would record the posting as a receivable exclusive of any derivative liability.

When the company uses derivative financial instruments for purposes of hedging its exposure to interest and currency exchange rates, the contract terms of a hedge instrument closely mirror those of the hedged item, providing a high degree of risk reduction and correlation. Contracts that are effective at meeting the risk reduction and correlation criteria are recorded using hedge accounting. If a derivative instrument is a hedge, depending on the nature of the hedge, changes in the fair value of the instrument will either be offset against the change in fair value of the hedged assets, liabilities or firm commitments through earnings or be recognized in accumulated other comprehensive loss until the hedged item is recognized in earnings. The ineffective portion of an instrument's change in fair value will be immediately recognized in earnings. Instruments that do not meet the criteria for hedge accounting, or contracts for which the company has not elected hedge accounting, are valued at fair value with unrealized gains or losses reported in earnings during the period of change.

Fair Value Instruments

The company is party to receive fixed-rate, pay floating-rate interest rate swaps to hedge the fair value of fixed-rate debt. Under certain swap agreements, the company pays floating-rate interest and receives fixed-rate interest payments periodically over the life of the instruments. The notional amounts are used to measure interest to be paid or received and do not represent the exposure due to credit loss. The company's interest rate swaps that receive fixed-interest rate payments and pay floating-interest rate payments are designated as fair value hedges. As the specific terms and notional amounts of the derivative instruments match those of the instruments being hedged, the derivative instruments were assumed to be perfectly effective hedges and all changes in fair value of the hedges were recorded in long-term debt and accumulated other comprehensive loss on the accompanying Consolidated Balance Sheets with no net impact on the income statement. These fair value instruments will mature on various dates ranging from February 2011 to May 2014.

Net Investment Instruments

At January 31, 2010 and 2009, the company is party to cross-currency interest rate swaps that hedge its net investment in the United Kingdom. The agreements are contracts to exchange fixed-rate payments in one currency for fixed-rate payments in another currency. All changes in the fair value of these instruments are recorded in accumulated other comprehensive loss, offsetting the currency translation adjustment that is also recorded in accumulated other comprehensive loss. These instruments will mature on dates ranging from 2029 to March 2034.

The company has approximately £3.0 billion of outstanding debt that is designated as a hedge of the company's net investment in the United Kingdom as of January 31, 2010 and 2009. The company also has outstanding approximately ¥437.4 billion of debt that is designated as a hedge of the company's net investment in Japan at January 31, 2010 and 2009. Any translation of non-U.S.-denominated debt is recorded in accumulated other comprehensive loss, offsetting the currency translation adjustment that is also recorded in accumulated other comprehensive loss. These instruments will mature on dates ranging from January 2011 to January 2039.

Cash Flow Instruments

The company is party to receive floating-rate, pay fixed-rate interest rate swaps to hedge the interest rate risk of certain non-U.S.-denominated debt. The swaps are designated as cash flow hedges of interest expense risk. Changes in the non-U.S. benchmark interest rate result in reclassification of amounts from accumulated other comprehensive loss to earnings to offset the floating-rate interest expense. These cash flow instruments will mature on dates ranging from August 2013 to August 2014.

The company is also party to receive fixed-rate, pay fixed-rate cross-currency interest rate swaps to hedge the currency exposure associated with the forecasted payments of principal and interest of non-U.S.-denominated debt. The swaps are designated as cash flow hedges of the currency risk related to payments on the non-U.S.-denominated debt. Changes in the currency exchange rate result in reclassification of amounts from accumulated other comprehensive loss to earnings to offset the re-measurement (loss) gain on the non-U.S.-denominated debt. These cash flow instruments will mature on dates ranging from September 2029 to March 2034. Any ineffectiveness with these instruments is expected to be immaterial.

Financial Statement Presentation

Hedging instruments with an unrealized gain are recorded on the Consolidated Balance Sheets in other assets and deferred charges, based on maturity date. Those instruments with an unrealized loss are recorded in accrued liabilities or deferred income taxes and other, based on maturity date.

As of January 31, 2010 and 2009, our financial instruments were classified as follows in the accompanying Consolidated Balance Sheets:

	January 31, 2010			January 31, 2009		
(Amounts in millions)	Fair Value Instruments	Net Investment Hedge	Cash Flow Instruments	Fair Value Instruments	Net Investment Hedge	Cash Flow Instruments
Balance Sheet Classification:						
Other assets and deferred charges	**$ 260**	**$ 189**	**$ 286**	$ 321	$ 526	$ —
Total assets	**$ 260**	**$ 189**	**$ 286**	$ 321	$ 526	$ —
Long-term debt	**$ 260**	**$ —**	**$ —**	$ 321	$ —	$ —
Deferred income taxes and other	**—**	**—**	**20**	—	—	17
Total liabilities	**$ 260**	**$ —**	**$ 20**	$ 321	$ —	$ 17

Note 7. Accumulated Other Comprehensive Income

Amounts included in accumulated other comprehensive income (loss) for the company's derivative instruments and minimum pension liabilities are recorded net of the related income tax effects. The following table provides further detail regarding changes in the composition of accumulated other comprehensive income (loss) for the fiscal years ended January 31, 2010, 2009 and 2008:

(Amounts in millions)	Currency Translation	Derivative Instruments	Minimum Pension Liability	Total
Balances at February 1, 2007	$ 2,875	$ —	$ (367)	$ 2,508
Currency translation adjustment	1,218	—	—	1,218
Subsidiary minimum pension liability	—	—	138	138
Balances at February 1, 2008	$ 4,093	$ —	$ (229)	$ 3,864
Currency translation adjustment	(6,489)	—	—	(6,489)
Net change in fair value of derivatives	—	(17)	—	(17)
Subsidiary minimum pension liability	—	—	(46)	(46)
Balances at February 1, 2009	**$ (2,396)**	**$ (17)**	**$ (275)**	**$(2,688)**
Currency translation adjustment	**2,744**	**—**	**—**	**2,744**
Net change in fair value of derivatives	**—**	**94**	**—**	**94**
Subsidiary minimum pension liability	**—**	**—**	**(220)**	**(220)**
Balances at January 31, 2010	**$ 348**	**$ 77**	**$ (495)**	**$ (70)**

The currency translation adjustment includes a net translation loss of $545 million, a gain of $1.2 billion and a loss of $9 million at January 31, 2010, 2009 and 2008, respectively, related to net investment hedges of our operations in the United Kingdom and Japan. For fiscal 2010, we reclassified $83 million from accumulated other comprehensive loss to earnings to offset currency translation losses on the re-measurement of non-U.S. denominated debt.

Note 8. Income Taxes

A summary of the provision for income taxes is as follows:

	Fiscal Year Ended January 31,		
(Amounts in millions)	2010	2009	2008
Current:			
U.S. federal	**$5,798**	$4,771	$5,145
U.S. state and local	**599**	564	524
International	**1,246**	1,229	1,228
Total current tax provision	**7,643**	6,564	6,897
Deferred:			
U.S. federal	**(449)**	614	12
U.S. state and local	**78**	41	6
International	**(133)**	(74)	(26)
Total deferred tax provision	**(504)**	581	(8)
Total provision for income taxes	**$7,139**	$7,145	$6,889

Income from Continuing Operations

The components of income from continuing operations before income taxes is as follows:

	Fiscal Year Ended January 31,		
(Amounts in millions)	2010	2009	2008
U.S.	**$17,652**	$16,239	$15,820
International	**4,414**	4,659	4,338
Total income from continuing operations before income taxes	**$22,066**	$20,898	$20,158

Deferred Taxes

The significant components of our deferred tax account balances are as follows:

(Amounts in millions)	January 31, 2010	January 31, 2009
Deferred tax assets:		
Loss and tax credit carryforwards	**$ 2,713**	$ 1,603
Accrued liabilities	**3,141**	2,548
Equity compensation	**267**	206
Other	**751**	437
Total deferred tax assets	**6,872**	4,794
Valuation allowance	**(2,167)**	(1,852)
Deferred tax assets, net of valuation allowance	**4,705**	2,942
Deferred tax liabilities:		
Property and equipment	**4,015**	3,257
Inventories	**1,120**	1,079
Other	**609**	211
Total deferred tax liabilities	**5,744**	4,547
Net deferred tax liabilities	**$ 1,039**	$ 1,605

The deferred taxes noted above are classified as follows in the accompanying Consolidated Balance Sheets:

(Amounts in millions)	January 31, 2010	January 31, 2009
Balance Sheet Classification:		
Assets:		
Prepaid expenses and other	**$1,386**	$1,293
Other assets and deferred charges	**331**	202
Asset subtotals	**1,717**	1,495
Liabilities:		
Accrued liabilities	**34**	24
Deferred income taxes and other	**2,722**	3,076
Liability subtotals	**2,756**	3,100
Net deferred tax liabilities	**$1,039**	$1,605

Effective Tax Rate Reconciliation

A reconciliation of the significant differences between the effective income tax rate and the federal statutory rate on pretax income is as follows:

	Fiscal Year Ended January 31, 2010	2009	2008
U.S. statutory tax rate	**35.0%**	35.0%	35.0%
U.S. state income taxes, net of federal income tax benefit	**2.0%**	1.9%	1.7%
Income taxes outside the U.S.	**-1.6%**	-1.7%	-1.7%
Net impact of repatriated foreign earnings	**-3.4%**	-1.1%	-0.7%
Other, net	**0.4%**	0.1%	-0.1%
Effective income tax rate	**32.4%**	34.2%	34.2%

Unremitted Earnings

United States income taxes have not been provided on accumulated but undistributed earnings of its non-U.S. subsidiaries of approximately $13.7 billion and $12.7 billion as of January 31, 2010 and 2009, respectively, as the company intends to permanently reinvest these amounts. However, if any portion were to be distributed, the related U.S. tax liability may be reduced by foreign income taxes paid on those earnings. Determination of the unrecognized deferred tax liability related to these undistributed earnings is not practicable because of the complexities with its hypothetical calculation.

Net Operating Losses, Tax Credit Carryforwards and Valuation Allowances

At January 31, 2010, the company had international net operating loss and capital loss carryforwards totaling approximately $4.6 billion. Of these carryforwards, approximately $3.0 billion will expire, if not utilized, in various years through 2020. The remaining carryforwards have no expiration. At January 31, 2010, the company had foreign tax credit carryforwards of $1.1 billion, which will expire in various years through 2020 if not utilized.

As of January 31, 2010, the company has provided a valuation allowance of approximately $2.2 billion on deferred tax assets associated primarily with net operating loss and capital loss carryforwards from our international operations for which management has determined it is more likely than not that the deferred tax asset will not be realized. The $315 million net change in the valuation allowance during fiscal 2010 related to releases arising from the use of net operating loss carryforwards, increases in foreign net operating losses arising in fiscal 2010 and fluctuations in currency exchange rates. Management believes that it is more likely than not that we will fully realize the remaining domestic and international deferred tax assets.

Uncertain Tax Positions

As of February 1, 2007, the company adopted a new accounting policy for recording uncertain tax positions. The benefits of uncertain tax positions are recorded in our financial statements only after determining a more-likely-than-not probability that the uncertain tax positions will withstand challenge, if any, from taxing authorities.

As of January 31, 2010 and 2009, the amount of unrecognized tax benefits related to continuing operations was $1.0 billion, of which, the amount of unrecognized tax benefits that would affect the company's effective tax rate is $671 million and $582 million for January 31, 2010 and 2009, respectively.

A reconciliation of unrecognized tax benefits from continuing operations is as follows:

	January 31,	
(Amounts in millions)	**2010**	**2009**
Beginning balance	**$1,017**	$ 868
Increases related to prior year tax positions	**129**	296
Decreases related to prior year tax positions	**(33)**	(34)
Increases related to current year tax positions	**246**	129
Settlements during the period	**(340)**	(238)
Lapse of statute of limitation	**—**	(4)
Ending balance	**$1,019**	$1,017

Unrecognized tax benefits related to continuing operations increased by approximately $2 million and $149 million for fiscal years 2010 and 2009, respectively.

The company classifies interest and penalties related to uncertain tax benefits as interest expense and as operating, selling, general and administrative expenses, respectively. Accrued interest decreased by $29 million during fiscal 2010 and increased by $47 million during fiscal 2009. During the fiscal years ended January 31, 2010 and 2009, the company recorded accrued interest of $231 million and $260 million, respectively. Accrued penalties totaled $2 million at January 31, 2010 and 2009. There were no changes to accrued penalties during the year.

During the next twelve months, it is reasonably possible that tax audit resolutions could reduce unrecognized tax benefits by between $350 million and $500 million, either because the tax positions are sustained on audit or because the company agrees to their disallowance. The company does not expect any change to have a significant impact on its results of operations or financial position.

At January 31, 2010 and 2009, the company had an unrecognized tax benefit of $1.7 billion which is related to an ordinary worthless stock deduction from the fiscal 2007 disposition of its German operations. Of this, $63 million was recognized in discontinued operations during fiscal 2009 following the resolution of a gain contingency on a discontinued operation sold in fiscal 2004. When effectively settled, any additional benefit will be recorded in discontinued operations. If some portion of the ordinary loss is determined to be a capital loss, the resulting deferred tax asset will be included with the company's non-current assets of discontinued operations. The company cannot predict the ultimate outcome of this matter; however, it is reasonably possible it will be resolved in the next twelve months.

The company is subject to income tax examinations for its U.S. federal income taxes generally for the fiscal years 2009 and 2010, with fiscal years 2004 through 2008 remaining open for a limited number of issues. The company is also subject to income tax examinations for non-U.S. income taxes for the tax years 2003 through 2010, and for state and local income taxes for the fiscal years generally 2006 through 2009 and from 1998 for a limited number of issues.

Non-Income Taxes

Additionally, the company is subject to tax examinations for payroll, value added, sales-based and other taxes. A number of these examinations are ongoing and, in certain cases, have resulted in assessments from the taxing authorities. Where appropriate, the company has made accruals for these matters which are reflected in the company's Consolidated Financial Statements. While these matters are individually immaterial, a group of related matters, if decided adversely to the company, may result in a liability material to the company's financial condition or results of operations.

Note 9. Acquisitions, Investments and Disposals

Acquisitions and Investments

In February 2007, the company announced the purchase of a 35% interest in Bounteous Company Limited ("BCL"). BCL operated 101 hypermarkets in 34 cities in China under the Trust-Mart banner. The purchase price for the 35% interest was $264 million. As additional consideration, the company paid $376 million to extinguish a third party loan issued to the selling BCL shareholders that is secured by the pledge of the remaining equity of BCL. Concurrent with its initial investment in BCL, the company entered into a stockholders agreement which provides the company with voting rights associated with a portion of the common stock of BCL securing the loan, amounting to an additional 30% of the aggregate outstanding shares. Pursuant to the purchase agreement, which was recently amended, the company is committed to purchase the remaining interest in BCL on or before November 26, 2010, subject to certain conditions. Under the terms of the original share purchase agreement, the final purchase price for the remaining interest will be approximately $320 million, net of loan repayments and subject to reduction under certain circumstances.

After closing the acquisition, the company began consolidating BCL using a December 31 fiscal year-end. The company's Consolidated Statements of Income for fiscal 2008 include the results of BCL for the period commencing upon the acquisition of the company's interest in BCL and ending December 31, 2007. BCL's results of operations were not material to the company in fiscal 2008. Assets recorded in the acquisition were approximately $1.6 billion, including approximately $1.1 billion in goodwill, and liabilities assumed were approximately $1.0 billion.

In August 2007, Walmart and Bharti Enterprises, an Indian company, established a joint venture called Bharti Walmart Private Limited to conduct wholesale cash-and-carry and back-end supply chain management operations in India in compliance with Government of India guidelines. The first wholesale facility opened in fiscal 2010. The joint venture supplies merchandise to Bharti Retail, an affiliate of Bharti Enterprises that is developing a chain of retail stores in India. Bharti Retail has entered into a franchise agreement with an Indian subsidiary of Walmart under which such subsidiary provides technical support to Bharti Retail's retail business.

In January 2009, the company completed a tender offer for the shares of D&S, acquiring approximately 58.2% of the outstanding D&S shares. As of the acquisition date, D&S had 197 stores, 10 shopping centers and 85 PRESTO financial services branches throughout Chile. The purchase price for the D&S shares in the offer was approximately $1.55 billion. As of January 31, 2009, the preliminary allocation of the purchase price resulted in recording approximately $3.6 billion in assets, including approximately $1.0 billion in goodwill and liabilities assumed of approximately $1.7 billion. The noncontrolling interest was approximately $395 million, all of which was redeemable. The final purchase price allocation had an insignificant impact to the preliminary assets and liabilities recorded at the time of acquisition. In March 2009, the company paid $436 million to acquire a portion of the redeemable noncontrolling interest in D&S through a second tender offer as required by the Chilean securities laws increasing its ownership stake in D&S to 74.6%. This transaction resulted in a $148 million acquisition of that portion of the redeemable noncontrolling interest and the remaining $288 million is reflected as a reduction of Walmart shareholders' equity. Additionally, the former D&S controlling shareholders still hold a put option that is exercisable beginning in January 2011 through January 2016. During the exercise period, the put option allows each former controlling shareholder the right to require the company to purchase up to all of their shares of D&S (approximately 25.1%) owned at fair market value at the time of an exercise, if any.

On February 15, 2010, our majority-owned subsidiary Wal-Mart de Mexico ("Walmex") completed the acquisition of the noncontrolling interest in our Central American subsidiary that had been held by third parties. The consideration paid consisted of $111 million in cash and $2.3 billion in shares in our majority-owned subsidiary Walmex. The effect of this transaction on the consolidated company will be a purchase of the outstanding noncontrolling interest of our Central American business, with the company's ownership of Walmex at approximately 68.5%.

Disposals

In fiscal 2008, the company recorded a charge of $153 million to discontinued operations related to the settlement of a post-closing adjustment and certain other indemnification obligations resulting from the disposal of its German operations in fiscal 2007.

During fiscal 2009, the company disposed of Gazeley Limited ("Gazeley"), an ASDA commercial property development subsidiary in the United Kingdom. Consequently, the results of operations associated with Gazeley are presented as discontinued operations in our Consolidated Statements of Income and Consolidated Balance Sheets for all periods presented. The cash flows related to this operation were insignificant for all periods presented. In the third quarter of fiscal 2009, the company recognized approximately $212 million, after tax, in operating profits and gains from the sale of Gazeley. The transaction continues to remain subject to certain indemnification obligations. The company's operations in the United Kingdom are consolidated using a December 31 fiscal year-end. Since the sale of Gazeley closed in July 2008, the company recorded the gain to discontinued operations in the third quarter of fiscal 2009.

During the third quarter of fiscal 2009, the company initiated a restructuring program under which the company's Japanese subsidiary, The Seiyu Ltd., to close approximately 23 stores and dispose of certain excess properties and was substantially completed in fiscal 2010. This restructuring involved incurring costs associated with lease termination obligations, asset impairment charges and employee separation benefits. The costs associated with this restructuring are presented as discontinued operations in our Consolidated Statements of Income and Consolidated Balance Sheets for all periods presented. The cash flows and accrued liabilities related to this restructuring were insignificant for all periods presented. The company recognized approximately $79 million and $122 million, after tax, in restructuring expenses and operating results as discontinued operations, for the fiscal years ended January 31, 2010 and 2009, respectively. Costs were recorded for lease termination obligations and employee separation benefits; additional costs are not expected to be material.

In addition, the company recorded a $63 million benefit to discontinued operations in fiscal 2009, from the successful resolution of a tax contingency related to McLane Company, Inc., a former Walmart subsidiary sold in fiscal 2004.

Net sales related to our discontinued operations were not significant during fiscal years 2010, 2009 and 2008. The net income or losses related to our discontinued operations, including the gain and (losses) upon disposition, are as follows:

	January 31,		
(Amounts in millions)	**2010**	**2009**	**2008**
Germany	**$—**	$ —	$(153)
McLane	**—**	63	—
Gazeley	**—**	212	39
Seiyu	**(79)**	(122)	(18)
Other	**—**	(7)	—
	$ (79)	$ 146	$(132)

Note 10. Share-Based Compensation Plans

As of January 31, 2010, the company has awarded share-based compensation to executives and other associates of the company through various share-based compensation plans. The compensation cost recognized for all plans was $335 million, $302 million and $276 million for fiscal 2010, 2009 and 2008, respectively, and is included in operating, selling, general and administrative expenses in the accompanying Consolidated Statements of Income. The total income tax benefit recognized for all share-based compensation plans was $126 million, $112 million and $102 million for fiscal 2010, 2009 and 2008, respectively.

The company's Stock Incentive Plan of 2005 (the "Plan"), which is shareholder-approved, was established to grant stock options, restricted (non-vested) stock, performance shares and other equity compensation awards to its associates for which 210 million shares of common stock to be issued under the Plan have been registered under the Securities Act of 1933, as amended. The company believes that such awards serve to align the interests of its associates with those of its shareholders.

Under the Plan and prior plans, substantially all stock option awards have been granted with an exercise price equal to the market price of the company's stock at the date of grant. Generally, outstanding options granted before fiscal 2001 vest over seven years. Options granted after fiscal 2001 generally vest over five years. Options granted generally have a contractual term of 10 years.

The company's United Kingdom subsidiary, ASDA, also offers two other stock option plans to its colleagues. The first plan, The ASDA Colleague Share Ownership Plan 1999 (the "CSOP"), grants options to certain colleagues. The initial CSOP grants have both a three year and a six year vesting with subsequent grants vesting over six years. The CSOP shares have an exercise period of two months immediately following the vesting date. The second plan, The ASDA Sharesave Plan 2000 (the "Sharesave Plan"), grants options to certain colleagues at 80% of the average market value of the three days preceding the date of grant. Sharesave options become exercisable after three years and generally expire six months after becoming exercisable. A combined 34 million shares of common stock were registered under the Securities Act of 1933, as amended, for issuance upon the exercise of stock options granted under the CSOP and the Sharesave Plan.

Stock Options

The fair value of each stock option award is estimated on the date of grant using the Black-Scholes-Merton option valuation model that uses various assumptions for inputs, which are noted in the following table. Generally, the company uses expected volatilities and risk-free interest rates that correlate with the expected term of the option when estimating an option's fair value. To determine the expected life of the option, the company bases its estimates on historical exercise and expiration activity of grants with similar vesting periods. Expected volatility is based on historical volatility of our stock. The expected risk-free interest rate is based on the U.S. Treasury yield curve at the time of the grant. The expected dividend yield over the vesting period is based on the expected dividend yield rate over the life of the grant. The following table represents the weighted-average assumptions used by the company to estimate the fair values of the company's stock options at the grant dates:

	Fiscal Year Ended January 31,		
	2010	**2009**	**2008**
Dividend yield	**2.1%**	1.9%	2.1%
Volatility	**18.7%**	16.7%	18.6%
Risk-free interest rate	**1.4%**	2.0%	4.5%
Expected life in years	**3.1**	3.4	5.6

A summary of the stock option award activity for fiscal 2010 is presented below:

Stock Options	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Life in Years	Aggregate Intrinsic Value
Outstanding at January 31, 2009	48,722,000	$ 49.11		
Granted	1,804,000	40.16		
Exercised	(4,833,000)	43.94		
Forfeited or expired	(3,734,000)	49.44		
Outstanding at January 31, 2010	41,959,000	49.32	4.8	$186,595,000
Exercisable at January 31, 2010	28,441,000	$ 51.35	3.8	$ 73,432,000

As of January 31, 2010, there was $94 million of total unrecognized compensation cost related to stock options granted under the Plan, which is expected to be recognized over a weighted-average period of 1.5 years. The total fair value of options vested during the fiscal years ended January 31, 2010, 2009 and 2008, was $79 million, $107 million and $102 million, respectively.

The weighted-average grant-date fair value of options granted during the fiscal years ended January 31, 2010, 2009 and 2008, was $10.41, $9.97 and $11.00, respectively. Stock options granted in fiscal 2010 were primarily issued under the Sharesave Plan. The total intrinsic value of options exercised during the years ended January 31, 2010, 2009 and 2008, was $39 million, $173 million and $60 million, respectively. During fiscal 2010 and 2009, the company received $111 million and $585 million, respectively, in cash from the exercise of stock options.

Restricted Stock Rights

In fiscal 2007, the company began issuing restricted stock rights to most associates in lieu of stock option awards. Restricted stock rights are associate rights to company stock after a specified service period. Grants issued before fiscal 2009 typically

vest over five years with 40% vesting three years from grant date and the remaining 60% vesting five years from grant date. Beginning in fiscal 2009, the vesting schedule was adjusted for new grants to 50% vesting three years from grant date and the remaining 50% vesting five years from grant date. The fair value of each restricted stock right is determined on the date of grant using the stock price discounted for the expected dividend yield through the vesting period and is recognized ratably over the vesting period. Expected dividend yield over the vesting period is based on the expected dividend yield rate over the life of the grant. The weighted average discount for dividend yield used to determine the fair value of restricted stock rights granted in fiscal 2010, 2009 and 2008 was 8.5%, 6.8% and 8.4%, respectively.

A summary of the company's restricted stock rights activity for fiscal 2010 presented below represents the maximum number of shares that could be earned or vested under the Plan:

Restricted Stock Rights	Shares	Weighted-Average Grant-Date Fair Value
Restricted Stock Rights at January 31, 2009	11,154,000	$ 46.28
Granted	5,061,000	46.34
Vested	(1,181,000)	41.86
Forfeited	(1,010,000)	46.57
Restricted Stock Rights at January 31, 2010	14,024,000	$ 46.50

As of January 31, 2010, there was $335 million of total unrecognized compensation cost related to restricted stock rights granted under the Plan, which is expected to be recognized over a weighted-average period of 2.1 years.

Restricted Stock and Performance Share Awards

Under the Plan, the company grants various types of awards of restricted (non-vested) stock to certain associates. These grants include awards for shares that vest based on the passage of time, performance criteria, or both. Vesting periods vary. Restricted stock awards granted before January 1, 2008 may be settled in stock, or deferred as stock or cash, based upon the associate's election. Consequently, these awards are classified as liabilities in the accompanying Consolidated Balance Sheets unless the associate has elected for the award to be settled or deferred in stock. Restricted stock awards issued in fiscal 2009 and later generally are settled or deferred in stock.

During fiscal 2006, the company began issuing performance share awards under the Plan that vest based on the passage of time and achievement of performance criteria. Based on the extent to which the targets are achieved, vested shares may range from 0% to 150% of the original award amount. Because the performance shares issued before January 1, 2008 may be settled in stock or cash, the performance shares are included in accrued liabilities and deferred income taxes and other in the accompanying Consolidated Balance Sheets unless the associate has elected for the award to be settled or deferred in stock. Beginning in fiscal 2009, performance shares issued are settled or deferred in stock; therefore, they are accounted for as equity in the accompanying Consolidated Balance Sheets. The fair value of performance share awards accounted for as equity are determined on the date of grant using the stock price discounted for the expected dividend yield through the vesting period and is recognized ratably over the vesting period.

The fair value of the restricted stock and performance share liabilities are remeasured each reporting period. The total liability for restricted stock and performance share awards at January 31, 2010 and 2009, was $63 million and $126 million, respectively.

A summary of the company's non-vested restricted stock and performance share award activity for fiscal 2010 presented below represents the maximum number of shares that could be earned or vested under the Plan:

Non-Vested Restricted Stock and Performance Share Awards	Shares	Weighted-Average Grant-Date Fair Value
Restricted Stock and Performance Share Awards at January 31, 2009	13,705,000	$ 49.28
Granted	4,422,000	51.59
Vested	(2,067,000)	48.23
Forfeited	(1,736,000)	49.03
Restricted Stock and Performance Share Awards at January 31, 2010	14,324,000	$ 50.18

As of January 31, 2010, there was $334 million of total unrecognized compensation cost related to restricted stock and performance share awards granted under the Plan, which is expected to be recognized over a weighted-average period of 2.5 years. The total fair value of shares vested during the fiscal years ended January 31, 2010, 2009 and 2008, was $110 million, $55 million and $24 million, respectively.

Note 11. Legal Proceedings

The company is involved in a number of legal proceedings. The company has made accruals with respect to these matters, where appropriate, which are reflected in the company's Consolidated Financial Statements. For some matters, the amount of liability is not probable or the amount cannot be reasonably estimated and therefore accruals have not been made. However, where a liability is reasonably possible and material, such matters have been disclosed. The company may enter into discussions regarding settlement of these matters, and may enter into settlement agreements, if it believes settlement is in the best interest of the company's shareholders. The matters, or groups of related matters, discussed below, if decided adversely to or settled by the company, individually or in the aggregate, may result in liability material to the company's financial condition or results of operations.

Wage-and-Hour Class Actions: The company is a defendant in various cases containing class-action allegations in which the plaintiffs are current and former hourly associates who allege that the company committed wage-and-hour violations by failing to provide rest breaks, meal periods, or other benefits, or otherwise by failing to pay them correctly. The complaints generally seek unspecified monetary damages, injunctive relief, or both. The company cannot reasonably estimate the possible loss or range of loss that may arise from these lawsuits, except where the lawsuit has been settled or otherwise as noted below.

In one of the wage-and-hour lawsuits, *Braun/Hummel v. Wal-Mart Stores, Inc* ., a trial was commenced in September 2006, in Philadelphia, Pennsylvania. The plaintiffs allege that the company failed to pay class members for all hours worked and prevented class members from taking their full meal and rest breaks. On October 13, 2006, the jury awarded back-pay damages to the plaintiffs of approximately $78 million on their claims for off-the-clock work and missed rest breaks. The jury found in favor of the company on the plaintiffs' meal-period claims. On November 14, 2007, the trial judge entered a final judgment in the approximate amount of $188 million, which included the jury's back-pay award plus statutory penalties, prejudgment interest and attorneys' fees. The company believes it has substantial factual and legal defenses to the claims at issue, and on December 7, 2007, the company filed its Notice of Appeal.

Exempt Status Cases: The company is a defendant in several cases in which the plaintiffs seek class or collective certification of various groups of salaried managers, and challenge their exempt status under state and federal laws. In one of those cases (*Sepulveda v. Wal-Mart Stores, Inc* .), class certification was denied by the trial court on May 5, 2006. On April 25, 2008, a three-judge panel of the United States Court of Appeals for the Ninth Circuit affirmed the trial court's ruling in part and reversed it in part, and remanded the case for further proceedings. On May 16, 2008, the company filed a petition seeking review of that ruling by a larger panel of the court. On October 10, 2008, the court entered an Order staying all proceedings in the *Sepulveda* appeal pending the final disposition of the appeal in *Dukes v. Wal-Mart Stores, Inc.* , discussed below. Class certification has not been addressed in the other cases. The company cannot reasonably estimate the possible loss or range of loss that may arise from these lawsuits.

Gender Discrimination Cases: The company is a defendant in *Dukes v. Wal-Mart Stores, Inc* ., a class-action lawsuit commenced in June 2001 in the United States District Court for the Northern District of California. The case was brought on behalf of all past and present female employees in all of the company's retail stores and warehouse clubs in the United States. The complaint alleges that the company has engaged in a pattern and practice of discriminating against women in promotions, pay, training and job assignments. The complaint seeks, among other things, injunctive relief, front pay, back pay, punitive damages and attorneys' fees. On June 21, 2004, the district court issued an order granting in part and denying in part the plaintiffs' motion for class certification. The class, which was certified by the district court for purposes of liability, injunctive and declaratory relief, punitive damages and lost pay, subject to certain exceptions, includes all women employed at any Wal-Mart domestic retail store at any time since December 26, 1998, who have been or may be subjected to the pay and management track promotions policies and practices challenged by the plaintiffs.

The company believes that the district court's ruling is incorrect. On August 31, 2004, the United States Court of Appeals for the Ninth Circuit granted the company's petition for discretionary review of the ruling. On February 6, 2007, a divided three-judge panel of the court of appeals issued a decision affirming the district court's certification order. On February 20, 2007, the company filed a petition asking that the decision be reconsidered by a larger panel of the court. On December 11, 2007, the three-judge panel withdrew its opinion of February 6, 2007, and issued a revised opinion. As a result, the company's Petition for Rehearing En Banc was denied as moot. The company filed a new Petition for Rehearing En Banc on January 8, 2008. On February 13, 2009, the court of appeals issued an Order granting the Petition. The court heard oral argument on the Petition on

March 24, 2009. If the company is not successful in its appeal of class certification, or an appellate court issues a ruling that allows for the certification of a class or classes with a different size or scope, and if there is a subsequent adverse verdict on the merits from which there is no successful appeal, or in the event of a negotiated settlement of the litigation, the resulting liability could be material to the company's financial condition or results of operations. The plaintiffs also seek punitive damages which, if awarded, could result in the payment of additional amounts material to the company's financial condition or results of operations. However, because of the uncertainty of the outcome of the appeal from the district court's certification decision, because of the uncertainty of the balance of the proceedings contemplated by the district court, and because the company's liability, if any, arising from the litigation, including the size of any damages award if plaintiffs are successful in the litigation or any negotiated settlement, could vary widely, the company cannot reasonably estimate the possible loss or range of loss that may arise from the litigation.

Since August 2001, the company has been a defendant in a lawsuit that was filed by the Equal Employment Opportunity Commission ("EEOC") on August 24, 2001, in the United States District Court for the Eastern District of Kentucky on behalf of Janice Smith and all other females who made application or transfer requests at the London, Kentucky, distribution center from 1998 to the present, and who were not hired or transferred into the warehouse positions for which they applied. On February 26, 2010, the company and the EEOC entered into an agreement to settle the case for $12 million plus related taxes and expenses, and on March 1, 2010, the court entered an agreed Consent Decree memorializing the settlement.

Hazardous Materials Investigations: On November 8, 2005, the company received a grand jury subpoena from the United States Attorney's Office for the Central District of California, seeking documents and information relating to the company's receipt, transportation, handling, identification, recycling, treatment, storage and disposal of certain merchandise that constitutes hazardous materials or hazardous waste. The company has been informed by the U.S. Attorney's Office for the Central District of California that it is a target of a criminal investigation into potential violations of the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act and the Hazardous Materials Transportation Statute. This U.S. Attorney's Office contends, among other things, that the use of company trucks to transport certain returned merchandise from the company's stores to its return centers is prohibited by RCRA because those materials may be considered hazardous waste. The government alleges that, to comply with RCRA, the company must ship from the store certain materials as "hazardous waste" directly to a certified disposal facility using a certified hazardous waste carrier. The company contends that the practice of transporting returned merchandise to its return centers for subsequent disposition, including disposal by certified facilities, is compliant with applicable laws and regulations. While management cannot predict the ultimate outcome of this matter, management does not believe the outcome will have a material effect on the company's financial condition or results of operations.

Additionally, the U.S. Attorney's Office in the Northern District of California has initiated its own investigation regarding the company's handling of hazardous materials and hazardous waste and the company has received administrative document requests from the California Department of Toxic Substances Control requesting documents and information with respect to two of the company's distribution facilities. Further, the company also received a subpoena from the Los Angeles County District Attorney's Office for documents and administrative interrogatories requesting information, among other things, regarding the company's handling of materials and hazardous waste. California state and local government authorities also initiated investigations into these matters. The company is cooperating fully with the respective authorities. While management cannot predict the ultimate outcome of this matter, management does not believe the outcome will have a material effect on the company's financial condition or results of operations.

Note 12. Commitments

The company and certain of its subsidiaries have long-term leases for stores and equipment. Rentals (including amounts applicable to taxes, insurance, maintenance, other operating expenses and contingent rentals) under operating leases and other short-term rental arrangements were $1.8 billion in each of fiscal 2010 and 2009, and $1.6 billion in 2008. Aggregate minimum annual rentals at January 31, 2010, under non-cancelable leases are as follows:

(Amounts in millions) **Fiscal Year**	**Operating Leases**	**Capital Leases**
2011	$ 1,275	$ 607
2012	1,212	568
2013	1,106	535
2014	1,043	504
2015	986	455
Thereafter	7,477	2,915
Total minimum rentals	$13,099	$5,584
Less estimated executory costs		50
Net minimum lease payments		5,534
Less imputed interest at rates ranging from 3.0% to 12.6%		2,018
Present value of minimum lease payments		$3,516

Certain of the company's leases provide for the payment of contingent rentals based on a percentage of sales. Such contingent rentals were immaterial for fiscal years 2010, 2009 and 2008. Substantially all of the company's store leases have renewal options, some of which may trigger an escalation in rentals.

In connection with certain debt financing, we could be liable for early termination payments if certain unlikely events were to occur. At January 31, 2010, the aggregate termination payment would have been $109 million. The two arrangements pursuant to which these payments could be made expire in fiscal 2011 and fiscal 2019.

In connection with the development of our grocery distribution network in the United States, we have agreements with third parties which would require us to purchase or assume the leases on certain unique equipment in the event the agreements are terminated. These agreements, which can be terminated by either party at will, cover up to a five-year period and obligate the company to pay up to approximately $41 million upon termination of some or all of these agreements.

The company has potential future lease commitments for land and buildings for approximately 348 future locations. These lease commitments have lease terms ranging from 1 to 40 years and provide for certain minimum rentals. If executed, payments under operating leases would increase by $59 million for fiscal 2011, based on current cost estimates.

Note 13. Retirement-Related Benefits

The company maintains separate Profit Sharing and 401(k) Plans for associates in the United States and Puerto Rico, under which associates generally become participants following one year of employment. The Profit Sharing component of the plan is entirely funded by the company, and the company makes an additional contribution to the associates' 401(k) component of the plan. In addition to the company's contributions, associates may elect to contribute a percentage of their earnings to the 401(k) component of the plan. During fiscal 2010, participants could contribute up to 50% of their pretax earnings, but not more than statutory limits.

Annual contributions made by the company to the United States and Puerto Rico Profit Sharing and 401(k) Plans are made at the sole discretion of the company. Contribution expense associated with these plans was $1.1 billion, $1.0 billion and $945 million in fiscal 2010, 2009 and 2008, respectively.

Employees in international countries who are not U.S. citizens are covered by various post-employment benefit arrangements. These plans are administered based upon the legislative and tax requirements in the countries in which they are established. Annual contributions to international retirement savings and profit sharing plans are made at the discretion of the company, and were $218 million, $210 million and $267 million in fiscal 2010, 2009 and 2008, respectively.

The company's subsidiaries in the United Kingdom and Japan have defined benefit pension plans. The plan in the United Kingdom was underfunded by $339 million and $34 million at January 31, 2010 and 2009, respectively. The plan in Japan was underfunded by $249 million and $289 million at January 31, 2010 and 2009, respectively. These underfunded amounts have been recorded in deferred income taxes and other in our Consolidated Balance Sheets at January 31, 2010 and 2009. Certain other international operations have defined benefit arrangements that are not significant.

Note 14. Segments

The company is engaged in the operations of retail stores located in all 50 states of the United States, our wholly-owned subsidiaries in Argentina, Brazil, Canada, Japan, Puerto Rico and the United Kingdom, our majority-owned subsidiaries in Central America, Chile and Mexico and our joint ventures in China and India and our other controlled subsidiaries in China. The company defines our segments as those business units whose operating results our chief operating decision maker ("CODM") regularly reviews to analyze performance and allocate resources. We sell similar individual products and services in each of our segments. It is impractical to segregate and identify revenue and profits for each of these individual products and services.

The Walmart U.S. segment includes the company's mass merchant concept in the United States operating under the "Walmart" or "Wal-Mart" brand, as well as walmart.com. The International segment consists of the company's operations outside of the 50 United States. The Sam's Club segment includes the warehouse membership clubs in the United States, as well as samsclub.com. The amounts under the caption "Other" in the table below relating to operating income are unallocated corporate overhead items.

The company measures the results of its segments using, among other measures, each segment's operating income which includes certain corporate overhead allocations. From time to time, we revise the measurement of each segment's operating income, including any corporate overhead allocations, as dictated by the information regularly reviewed by our CODM. When we do so, the segment operating income for each segment affected by the revisions is restated for all periods presented to maintain comparability. Information for our segments and the reconciliation to consolidated income from continuing operations before income taxes appear in the following table:

(Amounts in millions) **Fiscal Year Ended January 31, 2010**	**Walmart U.S.**	**International**	**Sam's Club**	**Other**	**Consolidated**
Net revenues from external customers	**$ 258,229**	**$ 100,107**	**$ 46,710**	**$ —**	**$ 405,046**
Operating income (loss)	**19,522**	**5,033**	**1,512**	**(2,117)**	**23,950**
Interest expense, net					**(1,884)**
Income from continuing operations before income taxes					**$ 22,066**
Total assets of continuing operations	**$ 84,480**	**$ 67,558**	**$ 12,073**	**$ 6,455**	**$ 170,566**
Depreciation and amortization	**$ 4,206**	**$ 2,003**	**$ 541**	**$ 407**	**$ 7,157**

Fiscal Year Ended January 31, 2009	**Walmart U.S.**	**International**	**Sam's Club**	**Other**	**Consolidated**
Net revenues from external customers	$ 255,348	$ 98,840	$ 46,899	$ —	$ 401,087
Operating income (loss)	18,562	4,940	1,646	(2,350)	22,798
Interest expense, net					(1,900)
Income from continuing operations before income taxes					$ 20,898
Total assets of continuing operations	$ 84,361	$ 59,903	$ 12,339	$ 6,631	$ 163,234
Depreciation and amortization	$ 4,013	$ 1,872	$ 527	$ 327	$ 6,739

Fiscal Year Ended January 31, 2008	**Walmart U.S.**	**International**	**Sam's Club**	**Other**	**Consolidated**
Net revenues from external customers	$ 238,915	$ 90,570	$ 44,336	$ —	$ 373,821
Operating income (loss)	17,383	4,725	1,648	(1,804)	21,952
Interest expense, net					(1,794)
Income from continuing operations before income taxes					$ 20,158
Total assets of continuing operations	$ 84,286	$ 61,994	$ 11,722	$ 4,545	$ 162,547
Depreciation and amortization	$ 3,813	$ 1,684	$ 507	$ 313	$ 6,317

In the United States, long-lived assets, net, excluding goodwill and other assets and deferred charges were $70.2 billion, $68.0 billion and $66.8 billion as of January 31, 2010, 2009 and 2008, respectively. In the United States, cash additions to long-lived assets were $8.2 billion, $7.5 billion and $10.4 billion in fiscal 2010, 2009 and 2008, respectively.

Outside of the United States, long-lived assets, net, excluding goodwill and other assets and deferred charges were $32.1 billion, $27.6 billion and $30.1 billion as of fiscal 2010, 2009 and 2008, respectively. Outside of the United States, cash additions to long-lived assets were $4.0 billion in fiscal 2010 and 2009, respectively, and $4.5 billion in fiscal 2008. The International segment includes all real estate outside the United States. The net revenues and long-lived assets of the company's ASDA subsidiary are significant to the International segment. ASDA's net revenues during fiscal 2010, 2009 and 2008 were $31.2 billion, $34.0 billion and $33.4 billion, respectively. Currency exchange rate fluctuations during fiscal 2010 compared to fiscal 2009 negatively impacted ASDA's sales in by $5.3 billion. ASDA's long-lived assets, consisting primarily of property and equipment, net, totaled $12.2 billion, $10.8 billion and $14.2 billion at January 31, 2010, 2009 and 2008, respectively.

Note 15. Restructuring Charges

In the fourth quarter of fiscal 2010, the company announced several organizational changes, including the closure of 10 Sam's Clubs, designed to strengthen and streamline our operations. As a result, we recorded $260 million in pre-tax restructuring charges as follows:

	Fiscal Year Ended January 31, 2010		
(Amounts in millions)	**Asset Impairment**	**Severance**	**Total**
Walmart U.S.	$ —	$ 73	$ 73
Sam's Club	133	41	174
Other	—	13	13
Total	$ 133	$ 127	$260

The asset impairment charges generally relate to the real estate of the Sam's Club closures, which were written down to their estimated fair value of $46 million. The fair value was determined based on comparable market values of similar properties or on a rental income approach, using Level 2 inputs of the three-tier fair value hierarchy.

The total pre-tax restructuring charge of $260 million is classified in operating, selling, general and administrative expenses on the accompanying Consolidated Statements of Income. At January 31, 2010, we had $127 million of severance included in accrued liabilities on the accompanying Consolidated Balance Sheets, the majority of which is expected to be paid by the first quarter of fiscal 2011.

Note 16. Recent Accounting Pronouncements

The company adopts new accounting policies or adjust existing accounting policies to comply with new accounting standards promulgated by the Financial Accounting Standards Board ("FASB") or the SEC. The following subcaptions provide a discussion of the company's adoption of new accounting policies as required by new accounting standards that became effective February 1, 2009 or will become effective in future periods.

Accounting for Acquisitions

The company accounts for all consolidated acquisitions and business combinations using the purchase method of accounting. As a result of new accounting standards effective February 1, 2009, the company changed some of its accounting for business combinations on February 1, 2009. Therefore, certain accounting policies differ when accounting for acquisitions occurring before and after February 1, 2009, as discussed below.

The company applied the following policies in accounting for business combinations that occurred prior to February 1, 2009:

- acquisition costs were included as part of the purchase price;
- purchase accounting was applied to only the company's proportionate share in the fair value of assets and liabilities acquired in a partial acquisition (less than 100% control was acquired);
- goodwill was recorded only to the extent of the company's proportionate share in a partial acquired entity;
- contingent consideration, if any, is recorded as additional purchase price when settled;
- adjustments to income tax valuation allowances or uncertain tax positions are recognized as adjustments to the accounting for the business combination; and
- contingent liabilities acquired were recorded at acquisition if probable and reasonably estimable.

Subsequent to February 1, 2009, the company applies the following policies in accounting for business combinations, when applicable:

- costs related to an acquisition are expensed as incurred;
- regardless of the level of ownership acquired, the company records the full fair value of all assets and liabilities acquired as part of the purchase price allocation;
- goodwill includes any noncontrolling interest portion and is recorded as the excess of the cost of the acquisition over the total fair value of all assets and liabilities acquired and any noncontrolling interest;
- contingent consideration, if any, is included at fair value as part of initial purchase price;
- adjustments to income tax valuation allowances or uncertain tax positions after the acquisition date are generally recognized as income tax expense; and
- contingent liabilities acquired are recorded at fair value. If fair value is not determinable, a reasonably estimable amount is recorded, provided the incurrence of the liability is probable.

No acquisitions have occurred subsequent to February 1, 2009. However, if any adjustments to income tax valuation allowances and uncertain tax positions that relate to acquisitions prior to February 1, 2009 occur within a one year period from the acquisition date due to revised facts and circumstances that existed at the acquisition date, then the adjustment will be recorded to goodwill. Adjustments outside the one year measurement period are typically recorded to income tax expense.

Noncontrolling Interests

Effective February 1, 2009, the company generally reports noncontrolling interests in subsidiaries in the equity section of the company's balance sheet, rather than in a mezzanine section of the balance sheet between liabilities and equity. Consolidated net income is also reduced by the amount attributable to the noncontrolling interest to arrive at net income attributable to Walmart. Accordingly, the changes have been retroactively applied in the company's Consolidated Financial Statements. Furthermore, when the company acquires some or all of the noncontrolling interest, the transaction is accounted for as an equity transaction and any amount paid in excess of the noncontrolling interest's cost basis acquired is recorded to additional paid in capital.

All noncontrolling interests where the company may be required to repurchase a portion of the noncontrolling interest under a put option or other contractual redemption requirement are presented in the mezzanine section of the balance sheet between liabilities and equity, as redeemable noncontrolling interest.

Future Accounting Policy Adoptions

A new accounting standard, effective for the first annual reporting period beginning after November 15, 2009 and for interim periods within that first annual reporting period, changes the approach to determining the primary beneficiary of a variable interest entity ("VIE") and requires companies to more frequently assess whether they must consolidate VIEs. The company adopted this new standard on February 1, 2010. We do not expect the adoption of this new standard to have a material impact on our Consolidated Financial Statements.

Note 17. Quarterly Financial Data (Unaudited)

(Amounts in millions except per share data)	Quarters Ended April 30,	July 31,	October 31,	January 31,
Fiscal 2010				
Net sales	$93,471	$100,082	$ 98,667	$112,826
Cost of sales	70,388	75,153	73,805	85,311
Gross profit	23,083	24,929	24,862	27,515
Income from continuing operations	3,147	3,556	3,360	4,864
Loss from discontinued operations, net of tax	(8)	(7)	(7)	(57)
Consolidated net income	$ 3,139	$ 3,549	$ 3,353	$ 4,807
Less consolidated net income attributable to noncontrolling interest	(117)	(107)	(114)	(175)
Consolidated net income attributable to Walmart	$ 3,022	$ 3,442	$ 3,239	$ 4,632
Income from continuing operations attributable to Walmart:				
Income from continuing operations	$ 3,147	$ 3,556	$ 3,360	$ 4,864
Less consolidated net income attributable to noncontrolling interest	(117)	(107)	(114)	(175)
Income from continuing operations attributable to Walmart	$ 3,030	$ 3,449	$ 3,246	$ 4,689
Loss from discontinued operations, net of tax	(8)	(7)	(7)	(57)
Consolidated net income attributable to Walmart	$ 3,022	$ 3,442	$ 3,239	$ 4,632
Basic net income per common share:				
Basic income per common share from continuing operations attributable to Walmart	$ 0.77	$ 0.89	$ 0.84	$ 1.23
Basic loss per common share from discontinued operations attributable to Walmart	—	(0.01)	—	(0.01)
Basic net income per common share attributable to Walmart	$ 0.77	$ 0.88	$ 0.84	$ 1.22
Diluted net income per common share:				
Diluted income per common share from continuing operations attributable to Walmart	$ 0.77	$ 0.88	$ 0.84	$ 1.23
Diluted loss per common share from discontinued operations attributable to Walmart	—	—	—	(0.02)
Diluted net income per common share attributable to Walmart	$ 0.77	$ 0.88	$ 0.84	$ 1.21
Fiscal 2009				
Net sales	$94,042	$101,546	$ 97,619	$107,880
Cost of sales	71,372	77,118	73,621	81,945
Gross profit	22,670	24,428	23,998	25,935
Income from continuing operations	3,151	3,531	3,146	3,926
Income (loss) from discontinued operations, net of tax	(7)	48	105	—
Consolidated net income	$ 3,144	$ 3,579	$ 3,251	$ 3,926
Less consolidated net income attributable to noncontrolling interest	(122)	(130)	(113)	(134)
Consolidated net income attributable to Walmart	$ 3,022	$ 3,449	$ 3,138	$ 3,792
Income from continuing operations attributable to Walmart:				
Income from continuing operations	$ 3,151	$ 3,531	$ 3,146	$ 3,926
Less consolidated net income attributable to noncontrolling interest	(122)	(130)	(113)	(134)
Income from continuing operations attributable to Walmart	$ 3,029	$ 3,401	$ 3,033	$ 3,792
Income (loss) from discontinued operations, net of tax	(7)	48	105	—
Consolidated net income attributable to Walmart	$ 3,022	$ 3,449	$ 3,138	$ 3,792
Basic net income per common share:				
Basic income per common share from continuing operations attributable to Walmart	$ 0.77	$ 0.86	$ 0.77	$ 0.97
Basic income (loss) per common share from discontinued operations attributable to Walmart	(0.01)	0.01	0.03	—
Basic net income per common share attributable to Walmart	$ 0.76	$ 0.87	$ 0.80	$ 0.97
Diluted net income per common share:				
Diluted income per common share from continuing operations attributable to Walmart	$ 0.76	$ 0.86	$ 0.77	$ 0.96
Diluted income per common share from discontinued operations attributable to Walmart	—	0.01	0.03	—
Diluted net income per common share attributable to Walmart	$ 0.76	$ 0.87	$ 0.80	$ 0.96

The sum of quarterly financial data may not agree to annual amounts due to rounding.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of
Wal-Mart Stores, Inc.

We have audited the accompanying consolidated balance sheets of Wal-Mart Stores, Inc. as of January 31, 2010 and 2009, and the related consolidated statements of income, shareholders' equity, and cash flows for each of the three years in the period ended January 31, 2010. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Wal-Mart Stores, Inc. at January 31, 2010 and 2009, and the consolidated results of its operations and its cash flows for each of the three years in the period ended January 31, 2010, in conformity with U.S. generally accepted accounting principles.

As discussed in Note 8 to the consolidated financial statements, effective February 1, 2007, the Company changed its method of accounting for uncertainty in income taxes.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Wal-Mart Stores, Inc.'s internal control over financial reporting as of January 31, 2010, based on criteria established in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 30, 2010 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Rogers, Arkansas
March 30, 2010

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of
Wal-Mart Stores, Inc.

We have audited Wal-Mart Stores, Inc.'s internal control over financial reporting as of January 31, 2010, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Wal-Mart Stores, Inc's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying "Management's Report to Our Shareholders." Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that: (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Wal-Mart Stores, Inc. maintained, in all material respects, effective internal control over financial reporting as of January 31, 2010, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Wal-Mart Stores, Inc. as of January 31, 2010 and 2009, and related consolidated statements of income, shareholders' equity and cash flows for each of the three years in the period ended January 31, 2010 and our report dated March 30, 2010 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Rogers, Arkansas
March 30, 2010

Management's Report to Our Shareholders

Wal-Mart Stores, Inc.

Management of Wal-Mart Stores, Inc. ("Walmart", the "company" or "we") is responsible for the preparation, integrity and objectivity of Walmart's Consolidated Financial Statements and other financial information contained in this Annual Report to Shareholders. Those Consolidated Financial Statements were prepared in conformity with accounting principles generally accepted in the United States. In preparing those Consolidated Financial Statements, management was required to make certain estimates and judgments, which are based upon currently available information and management's view of current conditions and circumstances.

The Audit Committee of the Board of Directors, which consists solely of independent directors, oversees our process of reporting financial information and the audit of our Consolidated Financial Statements. The Audit Committee stays informed of the financial condition of Walmart and regularly reviews management's financial policies and procedures, the independence of our independent auditors, our internal control over financial reporting and the objectivity of our financial reporting. Both the independent auditors and the internal auditors have free access to the Audit Committee and meet with the Audit Committee periodically, both with and without management present.

Acting through our Audit Committee, we have retained Ernst & Young LLP, an independent registered public accounting firm, to audit our Consolidated Financial Statements found in this Annual Report to Shareholders. We have made available to Ernst & Young LLP all of our financial records and related data in connection with their audit of our Consolidated Financial Statements. We have filed with the Securities and Exchange Commission ("SEC") the required certifications related to our Consolidated Financial Statements as of and for the year ended January 31, 2010. These certifications are attached as exhibits to our Annual Report on Form 10-K for the year ended January 31, 2010. Additionally, we have also provided to the New York Stock Exchange the required annual certification of our Chief Executive Officer regarding our compliance with the New York Stock Exchange's corporate governance listing standards.

Report on Internal Control Over Financial Reporting

Management has responsibility for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with accounting principles generally accepted in the United States. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Management has assessed the effectiveness of the company's internal control over financial reporting as of January 31, 2010. In making its assessment, management has utilized the criteria set forth by the Committee of Sponsoring Organizations ("COSO") of the Treadway Commission in *Internal Control — Integrated Framework* . Management concluded that based on its assessment, Walmart's internal control over financial reporting was effective as of January 31, 2010. The company's internal control over financial reporting as of January 31, 2010, has been audited by Ernst & Young LLP as stated in their report which appears in this Annual Report to Shareholders.

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures designed to provide reasonable assurance that information required to be timely disclosed is accumulated and communicated to management in a timely fashion. Management has assessed the effectiveness of these disclosure controls and procedures as of January 31, 2010, and determined they were effective as of that date to provide reasonable assurance that information required to be disclosed by us in the reports we file or submit under the Securities Exchange Act of 1934, as amended, was accumulated and communicated to management, as appropriate, to allow timely decisions regarding required disclosure and were effective to provide reasonable assurance that such information is recorded, processed, summarized and reported within the time periods specified by the SEC's rules and forms.

Report on Ethical Standards

Our company was founded on the belief that open communications and the highest standards of ethics are necessary to be successful. Our long-standing "Open Door" communication policy helps management be aware of and address issues in a timely and effective manner. Through the open door policy all associates are encouraged to inform management at the appropriate level when they are concerned about any matter pertaining to Walmart.

Walmart has adopted a Statement of Ethics to guide our associates in the continued observance of high ethical standards such as honesty, integrity and compliance with the law in the conduct of Walmart's business. Familiarity and compliance with the Statement of Ethics is required of all associates who are part of management. The company also maintains a separate Code of Ethics for our senior financial officers. Walmart also has in place a Related-Party Transaction Policy. This policy applies to Walmart's senior officers and directors and requires material related-party transactions to be reviewed by the Audit Committee. The senior officers and directors are required to report material related-party transactions to Walmart. We maintain a global ethics office which oversees and administers an ethics helpline. The ethics helpline provides a channel for associates to make confidential and anonymous complaints regarding potential violations of our statements of ethics, including violations related to financial or accounting matters.

/s/ Michael T. Duke

Michael T. Duke
President and Chief Executive Officer

/s/ Thomas M. Schoewe

Thomas M. Schoewe
Executive Vice President and Chief Financial Officer

Fiscal 2010 End-of-Year Store Count

Wal-Mart Stores, Inc.

State	Discount Stores	Supercenters	Neighborhood Markets	Sam's Clubs	Grand Total
Alabama	5	91	5	13	114
Alaska	3	5	—	3	11
Arizona	7	67	22	15	111
Arkansas	12	68	9	7	96
California	135	41	—	33	209
Colorado	9	58	—	15	82
Connecticut	28	5	—	3	36
Delaware	4	5	—	1	10
Florida	35	168	27	43	273
Georgia	7	129	—	22	158
Hawaii	8	—	—	2	10
Idaho	2	17	—	1	20
Illinois	50	98	—	28	176
Indiana	14	86	3	16	119
Iowa	10	48	—	8	66
Kansas	7	51	3	7	68
Kentucky	10	74	7	8	99
Louisiana	5	78	6	12	101
Maine	6	16	—	3	25
Maryland	31	13	—	12	56
Massachusetts	37	9	—	2	48
Michigan	12	75	—	26	113
Minnesota	18	43	—	13	74
Mississippi	5	60	1	7	73
Missouri	20	99	—	16	135
Montana	3	10	—	2	15
Nebraska	—	30	—	3	33
Nevada	3	27	11	7	48
New Hampshire	15	12	—	4	31
New Jersey	46	7	—	10	63
New Mexico	3	32	2	7	44
New York	33	59	—	16	108
North Carolina	17	119	—	22	158
North Dakota	1	11	—	3	15
Ohio	20	124	—	29	173
Oklahoma	11	75	17	8	111
Oregon	14	16	—	—	30
Pennsylvania	38	88	—	23	149
Rhode Island	7	2	—	1	10
South Carolina	5	69	—	9	83
South Dakota	—	12	—	2	14
Tennessee	4	104	6	16	130
Texas	40	298	33	72	443
Utah	2	34	5	8	49
Vermont	4	—	—	—	4
Virginia	15	77	1	16	109
Washington	18	31	—	3	52
West Virginia	2	35	—	5	42
Wisconsin	22	61	—	12	95
Wyoming	—	10	—	2	12
United States totals	**803**	**2,747**	**158**	**596**	**4,304**

International

International unit counts and operating formats as of January 31, 2010 [1]:

Country	Supermarkets	Discount Stores	Supercenters	Hypermarkets	Other	Total
Argentina	—	—	24	—	19	43
Brazil [2]	157	—	45	65	167	434
Canada	—	233	84	—	—	317
Chile	47	110	—	93	2	252
China	—	—	167	104	8	279
Costa Rica	25	127	—	6	12	170
El Salvador	25	50	—	2	—	77
Guatemala	28	113	—	7	16	164
Honduras	7	39	—	1	6	53
India	—	—	—	—	1	1
Japan	259	—	—	111	1	371
Mexico [3]	202	246	169	—	852	1,469
Nicaragua	7	48	—	—	—	55
Puerto Rico	30	7	8	—	11	56
United Kingdom	57	—	29	261	24	371
International Total	**844**	**973**	**526**	**650**	**1,119**	**4,112**
Grand Total						**8,416**

(1) International unit counts, with the exception of Canada and Puerto Rico, are stated as of December 31, 2009 to correspond with their balance sheet date.

(2) “Other” format includes 23 Sam’s Clubs, 43 cash-n-carry stores, 100 combination discount and grocery stores and 1 general merchandise store.

(3) “Other” format includes 98 Sam’s Clubs, 308 combination discount and grocery stores, 86 department stores and 360 restaurants.

Board of Directors

Aida M. Alvarez

Ms. Alvarez is the former Administrator of the U.S. Small Business Administration and was a member of President Clinton's Cabinet from 1997 to 2001.

James W. Breyer

Mr. Breyer is a Partner of Accel Partners, a venture capital firm.

M. Michele Burns

Ms. Burns is the Chairman and Chief Executive Officer of Mercer LLC, a subsidiary of Marsh & McLennan Companies, Inc.

James I. Cash, Jr., Ph.D.

Dr. Cash is the retired James E. Robison Emeritus Professor of Business Administration at Harvard Business School, where he served from July 1976 to October 2003.

Roger C. Corbett

Mr. Corbett is the retired Chief Executive Officer and Group Managing Director of Woolworths Limited, the largest retail company in Australia.

Douglas N. Daft

Mr. Daft is the retired Chairman of the Board of Directors and Chief Executive Officer of The Coca-Cola Company, a beverage manufacturer, where he served in that capacity from February 2000 until May 2004 and in various other capacities since 1969.

Michael T. Duke

Mr. Duke is the President and Chief Executive Officer of Wal-Mart Stores, Inc.

Gregory B. Penner

Mr. Penner is a General Partner at Madrone Capital Partners, an investment management firm.

Allen I. Questrom

Mr. Questrom is the retired Chairman of the Board of Directors and Chief Executive Officer of J.C. Penney Company, Inc., where he served in that capacity from September 2000 to December 2004.

H. Lee Scott, Jr.

Mr. Scott is the Chairman of the Executive Committee of the Board of Directors of Wal-Mart Stores, Inc. He is the former President and Chief Executive Officer of Wal-Mart Stores, Inc., serving in that position from January 2000 to January 2009.

Arne M. Sorenson

Mr. Sorenson is the President and Chief Operating Officer of Marriott International, Inc.

Jim C. Walton

Mr. Walton is the Chairman of the Board of Directors and Chief Executive Officer of Arvest Bank Group, Inc., a group of banks operating in the states of Arkansas, Kansas, Missouri and Oklahoma.

S. Robson Walton

Mr. Walton is Chairman of the Board of Directors of Wal-Mart Stores, Inc.

Christopher J. Williams

Mr. Williams is the Chairman of the Board of Directors and Chief Executive Officer of The Williams Capital Group, L.P., an investment bank.

Linda S. Wolf

Ms. Wolf is the retired Chairman of the Board of Directors and Chief Executive Officer of Leo Burnett Worldwide, Inc., an advertising agency and division of Publicis Groupe S.A.

Corporate and Stock Information

Wal-Mart Stores, Inc.

Corporate information

Stock Registrar and Transfer Agent:
Computershare Trust Company, N.A.
P.O. Box 43069
Providence, Rhode Island 02940-3069
1-800-438-6278
TDD for hearing-impaired inside the U.S. 1-800-952-9245
Internet: http//www.computershare.com

Listing

New York Stock Exchange
Stock Symbol: WMT

Annual meeting:

Our Annual Meeting of Shareholders will be held on Friday, June 4, 2010, at 7:00 a.m. (Central time) in Bud Walton Arena on the University of Arkansas campus, Fayetteville, Arkansas.

Communication with shareholders:

Wal-Mart Stores, Inc. periodically communicates with its shareholders and other members of the investment community about our operations. For further information regarding our policy on shareholder and investor communications refer to our website www.walmartstores.com/investors .

Independent registered public accounting firm:

Ernst & Young LLP
5414 Pinnacle Point Dr., Suite 102
Rogers, AR 72758

The following reports are available without charge upon request by writing the company c/o Investor Relations or by calling 479-273-8446. These reports are also available via the corporate website.

Annual Report on Form 10-K
Quarterly Reports on Form 10-Q
Earnings Releases
Current Reports on Form 8-K
Copy of Annual Shareholders' Meeting Proxy Statement
Supplier Standards Report
Sustainability Report

Market price of common stock

Fiscal year ended January 31,

	2010		2009	
	High	Low	High	Low
1st Quarter	**$54.57**	**$46.25**	$59.04	$47.84
2nd Quarter	**51.75**	**47.35**	59.95	55.05
3rd Quarter	**52.56**	**48.73**	63.85	47.40
4th Quarter	**55.20**	**49.52**	59.23	46.92

Fiscal year ended January 31,

	2011	
	High	Low
1st Quarter*	$56.05	$52.77

* Through March 19, 2010

Dividends payable per share

Fiscal year ended January 31, 2011

April 5, 2010	$0.3025
June 1, 2010	$0.3025
September 7, 2010	$0.3025
January 3, 2011	$0.3025

Dividends paid per share

Fiscal year ended January 31, 2010

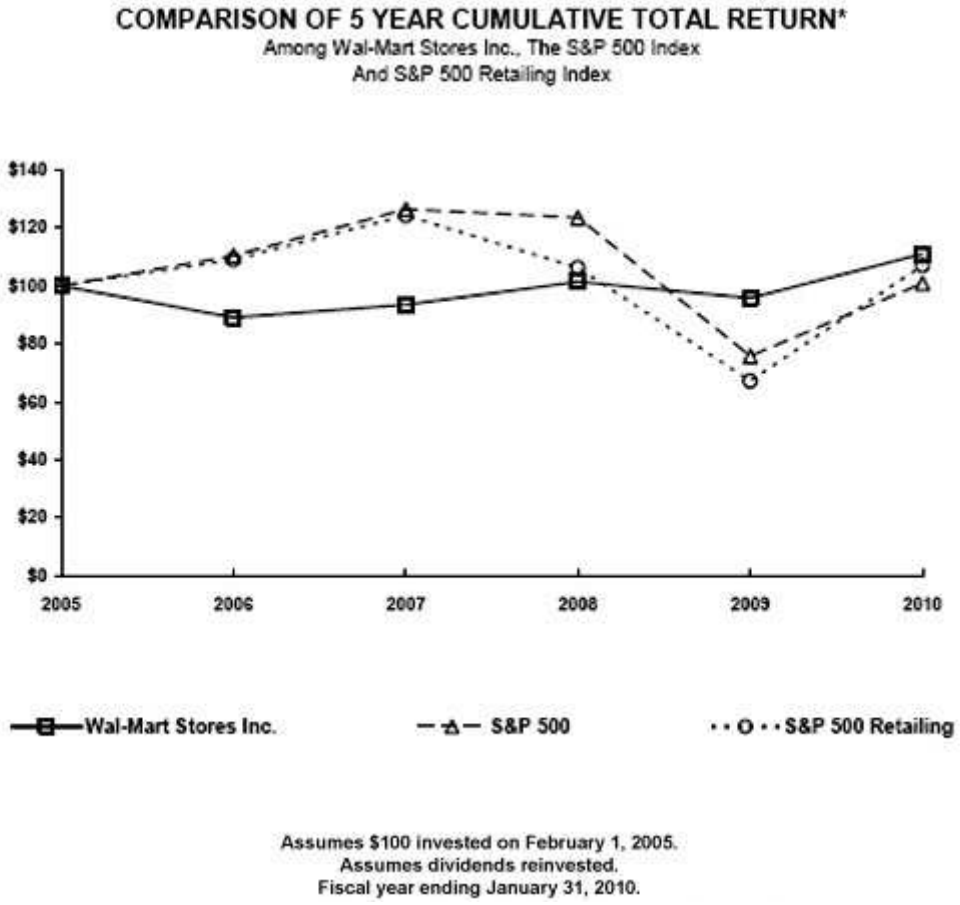
April 6, 2009	$0.2725
June 1, 2009	$0.2725
September 8, 2009	$0.2725
January 4, 2010	$0.2725

Fiscal year ended January 31, 2009

April 7, 2008	$0.2375
June 2, 2008	$0.2375
September 2, 2008	$0.2375
January 2, 2009	$0.2375

Stock Performance Chart

This graph compares the cumulative total shareholder return on Walmart's common stock during the five fiscal years ending with fiscal 2010 to the cumulative total returns on the S&P 500 Retailing Index and the S&P 500 Index. The comparison assumes $100 was invested on February 1, 2005, in shares of our common stock and in each of the indices shown and assumes that all of the dividends were reinvested.



Shareholders

As of March 26, 2010, there were 292,983 holders of record of Walmart's common stock.

EXHIBIT 21

SIGNIFICANT SUBSIDIARIES OF WAL-MART STORES, INC.

The following list details certain of the subsidiaries of Wal-Mart Stores, Inc. Subsidiaries not included in the list are omitted because, in the aggregate, they are insignificant as defined by Item 601(b) (21) of Regulation S-K.

SUBSIDIARY	ORGANIZED OR INCORPORATED	PERCENT OF EQUITY SECURITIES OWNED	NAME UNDER WHICH DOING BUSINESS OTHER THAN SUBSIDIARY'S
Wal-Mart Stores East, LP	Delaware, U. S.	100%	Wal-Mart
Wal-Mart Property Company	Delaware, U. S.	100%	NA
Wal-Mart Real Estate Business Trust	Delaware, U. S.	100%	NA
ASDA Group Limited	England	100%	ASDA/Wal-Mart

Exhibit 23

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Annual Report (Form 10-K) of Wal-Mart Stores, Inc. of our reports dated March 30, 2010, with respect to the consolidated financial statements of Wal-Mart Stores, Inc., and the effectiveness of internal control over financial reporting of Wal-Mart Stores, Inc., included in the 2010 Annual Report to Shareholders of Wal-Mart Stores, Inc.

We consent to the incorporation by reference in the following Registration Statements:

(1)	Stock Option Plan of 1984 of Wal-Mart Stores, Inc., as amended	Form S-8 File Nos. 2-94358 and 1-6991
(2)	Stock Option Plan of 1994 of Wal-Mart Stores, Inc., as amended	Form S-8 File No. 33-55325
(3)	Dividend Reinvestment and Stock Purchase Plan of Wal-Mart Stores, Inc.	Form S-3 File No. 333-02089
(4)	Director Compensation Plan of Wal-Mart Stores, Inc.	Form S-8 File No. 333-24259
(5)	401 (k) Retirement Savings Plan of Wal-Mart Stores, Inc.	Form S-8 File No. 333-29847
(6)	401 (k) Retirement Savings Plan of Wal-Mart Puerto Rico, Inc.	Form S-8 File No. 333-44659
(7)	Wal-Mart Stores, Inc. Associate Stock Purchase Plan of 1996	Form S-8 File No. 333-62965
(8)	Wal-Mart Stores, Inc. Stock Incentive Plan of 1998	Form S-8 File No. 333-60329
(9)	The ASDA Colleague Share Ownership Plan The ASDA Group Long Term Incentive Plan The ASDA Group PLC Sharesave Scheme The ASDA 1984 Executive Share Option Scheme The ASDA 1994 Executive Share Option Scheme	Form S-8 File No. 333-84027
(10)	The ASDA Colleague Share Ownership Plan 1999	Form S-8 File No. 333-88501
(11)	Wal-Mart Profit Sharing and 401 (k) Plan	Form S-8 File No. 333-109421
(12)	Associate Stock Purchase Plan of 1996	Form S-8 File No. 333-109417
(13)	Wal-Mart Puerto Rico Profit Sharing and 401 (k) Plan	Form S-8 File No. 333-109414
(14)	ASDA Colleague Share Ownership Plan 1999; ASDA Sharesave Plan 2000	Form S-8 File No. 333-107439
(15)	Wal-Mart Stores, Inc. Stock Incentive Plan of 2005	Form S-8 File No. 333-128204
(16)	Debt Securities of Wal-Mart Stores, Inc.	Form S-3 ASR File No. 333-156724

of our reports dated March 30, 2010, with respect to the consolidated financial statements of Wal-Mart Stores, Inc., and the effectiveness of internal control over financial reporting of Wal-Mart Stores, Inc., incorporated herein by reference in this Annual Report (Form 10-K) of Wal-Mart Stores, Inc. for the year ended January 31, 2010.

/s/ Ernst & Young LLP
Rogers, Arkansas
March 30, 2010

EXHIBIT 31.1

I, Michael T. Duke, certify that:

1. I have reviewed this Annual Report on Form 10-K of Wal-Mart Stores, Inc. (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluations; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's Board of Directors:
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 30, 2010

/s/ Michael T. Duke
Michael T. Duke
President and Chief Executive Officer

EXHIBIT 31.2

I, Thomas M. Schoewe, certify that:

1. I have reviewed this Annual Report on Form 10-K of Wal-Mart Stores, Inc. (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluations; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's Board of Directors:
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 30, 2010

/s/ Thomas M. Schoewe

Thomas M. Schoewe
Executive Vice President and Chief Financial Officer

EXHIBIT 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350 (AS ADOPTED
PURSUANT TO SECTION 906 OF THE
SARBANES-OXLEY ACT OF 2002)**

In connection with the Annual Report of Wal-Mart Stores, Inc. (the "company") on Form 10-K for the period ending January 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael T. Duke, President and Chief Executive Officer of the company, certify to my knowledge and in my capacity as an officer of the company, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the company as of the dates and for the periods expressed in the Report.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, effective as of March 30, 2010.

/s/ Michael T. Duke
Michael T. Duke
President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Wal-Mart Stores, Inc. and will be retained by Wal-Mart Stores, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 (AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002)

In connection with the Annual Report of Wal-Mart Stores, Inc. (the "company") on Form 10-K for the period ending January 31, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas M. Schoewe, Executive Vice President and Chief Financial Officer of the company, certify to my knowledge and in my capacity as an officer of the company, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the company as of the dates and for the periods expressed in the Report.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, effective as of March 30, 2010.

/s/ Thomas M. Schoewe
Thomas M. Schoewe
Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Wal-Mart Stores, Inc. and will be retained by Wal-Mart Stores, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.