

DISTRIBUTION & SERVICE D&S SA

Filed by
WAL MART STORES INC

FORM CB/A
(Amended Tender Offer/Rights Offering Notification)

Filed 02/23/09

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Form CB
Amendment No. 7**

TENDER OFFER/RIGHTS OFFERING NOTIFICATION FORM

Please place an X in the box(es) to designate the appropriate rule provision(s) relied upon to file this Form:

Securities Act Rule 801 (Rights Offering)
Securities Act Rule 802 (Exchange Offer)
Exchange Act Rule 13e-4(h)(8) (Issuer Tender Offer)
Exchange Act Rule 14d-1(c) (Third Party Tender Offer)
Exchange Act Rule 14e-2(d) (Subject Company Response)

Filed or submitted in paper if permitted by Regulation S-T Rule 101(b)(8)

Distribución y Servicio D&S S.A.
(Name of Subject Company)

Not Applicable
(Translation of Subject Company's Name into English (if applicable))

Republic of Chile
(Jurisdiction of Subject Company's Incorporation or Organization)

**Inversiones Australes Tres Limitada
Wal-Mart Stores, Inc.**
(Name of Person(s) Furnishing Form)

American Depositary Shares
(Title of Class of Subject Securities)

254753106
(CUSIP Number of Class of Securities)

Shares of Common Stock
(Title of Class of Subject Securities)

Not Applicable
(CUSIP Number of Class of Securities)

Not Applicable
(Name, Address (including zip code) and Telephone Number (including area code) of
Person(s) Authorized to Receive Notices and Communications on Behalf of Subject Company)

December 23, 2008
(Date Tender Offer Commenced)

February 23, 2009
(Date Follow-on Tender Offer Commenced)

PART I - INFORMATION SENT TO SECURITY HOLDERS

Item 1. Home Jurisdiction Documents

The following documents are attached as exhibits to this Form:

<u>Exhibit Number</u>	<u>Description</u>
1.*	English translation of Chilean Prospectus dated December 23, 2008.
2.*	English translation of Chilean Notice of Commencement dated December 23, 2008.
2.1.††††	English translation of Chilean Prospectus for follow-on tender offer dated February 23, 2009.
2.2.††††	English translation of Chilean Notice of Commencement for follow-on tender offer dated February 23, 2009.

* Previously furnished as Exhibits 2 and 3 to Form CB filed with the Securities and Exchange Commission on December 23, 2008.

Item 2. Informational Legends

Not applicable.

PART II - INFORMATION NOT REQUIRED TO BE SENT TO SECURITY HOLDERS

<u>Exhibit Number</u>	<u>Description</u>
3.**	Notice to U.S. Stockholders of Distribución y Servicio D&S S.A. (the "U.S. Supplement").
4.**	ADS Letter of Transmittal.
5.**	Form of Acceptance.
6.**	Summary newspaper advertisement published in <i>The Wall Street Journal</i> on December 23, 2008.
7.**	Form of Letter to brokers, dealers, commercial banks, trust companies and other nominees.
8.***	English translation of response, dated January 2, 2009, by Mr. Felipe Ibáñez Scott, to a letter from the Superintendency of Securities and Insurance (the "SVS"), dated December 24, 2008.
9.***	English translation of newspaper advertisement published in <i>El Mercurio</i> , a Chilean newspaper, on January 5, 2009.
10.****	English translation of interview with representatives of IM Trust Corredores de Bolsa S.A. published by <i>El Mercurio</i> , a Chilean newspaper, on January 12, 2009.
11.*****	Agreement to Tender, dated as of December 19, 2008, by and among Inversiones Australes Tres Limitada and the parties listed on the signature pages thereto under the titles Stockholder Group I, Stockholder Group II, Stockholder Group III, Principal Stockholders and Guarantor, as published by the SVS on its website on January 16, 2009 ("Agreement to Tender").
12.*****	Stockholders' Agreement, dated as of December 19, 2008, by and among Inversiones Australes Tres Limitada and the parties listed on the signature pages thereto under the titles Stockholder Group I, Stockholder Group II and Principal Minority Stakeholders, as published by the SVS on its website on January 16, 2009 ("Stockholders' Agreement").
13.*****	Form of Offering Rights Agreement, to be entered into by Inversiones Australes Tres Limitada, Distribución y Servicio D&S S.A. and the parties listed on the signature pages thereto under the title Holders, as published by the SVS on its website on January 16, 2009 ("Form of Offering Rights Agreement").
14.*****	Form of Put Option Agreement, to be entered into by Inversiones Australes Tres Limitada and the parties listed on the signature pages thereto under the titles Optionor, Stockholder Group I, Stockholder Group II and Guarantor, as published by the SVS on its website on January 16, 2009 ("Form of Put Option Agreement").
15.*****	Summary of Agreement to Tender, Stockholders' Agreement, Form of Offering Rights Agreement and Form of Put Option Agreement.
16.†	Certain exhibits to the Stockholders' Agreement, as published by the SVS on its website on January 21, 2009.
17.††	Press release of Wal-Mart Stores, Inc. announcing tender offer results, published on January 23, 2009.
18.††	English translation of Chilean Notice of Results, published in Chile on January 25, 2009.
19.†††	Press release of Wal-Mart Stores, Inc. relating to New York Stock Exchange action regarding American Depositary Shares of Distribución y Servicio D&S S.A. and Wal-Mart follow-on tender offer.
20.††††	Notice to U.S. Stockholders of Distribución y Servicio D&S S.A. of the follow-on tender offer.
21.††††	ADS Letter of Transmittal for follow-on tender offer.
22.††††	Form of Acceptance for follow-on tender offer.
23.††††	Form of Letter to brokers, dealers, commercial banks, trust companies and other nominees in connection with follow-on

tender offer.

24.†††† Press Release of Wal-Mart Stores, Inc. relating to follow-on tender offer.

- ** Previously furnished as Exhibits 1, 4, 5, 6 and 7, respectively, to Form CB filed with the Securities and Exchange Commission on December 23, 2008.
- *** Previously furnished as Exhibits 8 and 9 to Form CB Amendment No. 1 filed with the Securities and Exchange Commission on January 5, 2009.
- **** Previously furnished as Exhibit 10 to Form CB Amendment No. 2 filed with the Securities and Exchange Commission on January 13, 2009.
- ***** Previously furnished as Exhibits 11 through 15 to Form CB Amendment No. 3 filed with the Securities and Exchange Commission on January 16, 2009.
- † Previously furnished as Exhibit 16 to Form CB Amendment No. 4 filed with the Securities and Exchange Commission on January 21, 2009.
- †† Previously furnished as Exhibits 17 and 18 to Form CB Amendment No. 5 filed with the Securities and Exchange Commission on January 26, 2009.
- ††† Previously furnished as Exhibit 19 to Form CB Amendment No. 6 filed with the Securities and Exchange Commission on January 27, 2009.
- †††† Furnished herewith.

PART III - CONSENT TO SERVICE OF PROCESS

On December 23, 2008, Inversiones Australes Tres Limitada filed with the Securities and Exchange Commission a written irrevocable consent and power of attorney on Form F-X.

PART VI - SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Inversiones Australes Tres Limitada

/s/ Gordon Y. Allison

Name: Gordon Y. Allison

Title: Attorney-in-Fact

February 23, 2009

Wal-Mart Stores, Inc.

/s/ Gordon Y. Allison

Name: Gordon Y. Allison

Title: Vice President and General Counsel -
Corporate Division, and Assistant Secretary

February 23, 2009

PROSPECTUS

PUBLIC OFFERING FOR THE PURCHASE OF SHARES OF

DISTRIBUCIÓN Y SERVICIO D&S S.A.

Registration in the Securities Registry No. 593

controlling company of

**SOCIEDAD ANÓNIMA INMOBILIARIA
TERRENOS Y ESTABLECIMIENTOS COMERCIALES**

Registration in the Securities Registry No. 414

and

ASTRO S.A.

Registration in the Securities Registry No. 1018

by

INVERSIONES AUSTRALES TRES LIMITADA, subsidiary of

WAL-MART STORES, INC.



INVERSIONES AUSTRALES TRES LIMITADA offers to purchase 2,719,609,749 shares in DISTRIBUCIÓN Y SERVICIO D&S S.A. for the price of U.S. \$0.408 per share, payable in United States Dollars or its equivalent in Chilean pesos, as described in Section 6 of this prospectus, at the option of each accepting shareholder.

If, after reading this prospectus, you have any questions or need more information about the terms and conditions of the offer, you should promptly contact IM Trust S.A. Corredores de Bolsa, at the telephone numbers 600-450-1600 or (56 2) 450-1600, visit www.imtrust.cl or www.opadys.cl, write to opadys@imtrust.cl or personally visit the offices located at Avenida Apoquindo 3721, piso 9, Las Condes, Santiago.

Financial Advisor and
Lead Manager of the Tender Offer
IM Trust S.A. Corredores de Bolsa

The logo for IM Trust S.A. features the letters "IM" in a large, bold, sans-serif font, followed by the word "Trust" in a smaller, lighter, sans-serif font.

Santiago, February 23, 2009

This Prospectus has been prepared by IM Trust S.A. Corredores de Bolsa jointly with Inversiones Australes Tres Limitada for the purpose of providing general background on the tender offer, so that each shareholder may individually and independently evaluate the advisability of participating therein. Portions of this document have been prepared on the basis of the public information disclosed by Distribución y Servicio D&S S.A. as well as general public information that has not been independently verified by IM Trust S.A. Corredores de Bolsa or Inversiones Australes Tres Limitada, who shall not assume any liability therefor.

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1. SUMMARY OF THE TENDER OFFER

Inversiones Australes Tres Limitada (“**Bidder**”), in compliance with the provisions of Article 202 of the Ley de Mercado de Valores (Securities Market Law) No. 18,045 (the “**Securities Market Law**”) and with what is set forth in the Norma de Carácter General (General Rule) No. 104 of the Superintendencia de Valores y Seguros (the “**SVS**”), has published in the newspapers El Mercurio and La Tercera on February 23, 2009 the notice of commencement (the “**Notice of Commencement**”) of a public offering for the acquisition of the publicly-held company Distribución y Servicio D&S S.A. (“**D&S**”), registered with the Securities Register of the SVS under number 593, and controlling company of Sociedad Anónima Inmobiliaria Terrenos y Establecimientos Comerciales, registered with the Securities Register of the SVS under No. 414, and of Astro S.A., registered with the Securities Register of the SVS under No. 1018.

Bidder intends to acquire 2,719,609,749 shares of D&S, representing 41.7118% of its capital stock and all of the shares of D&S that are currently not held by Bidder, (the “**Tender Offer**”) for the price of US\$0.408 per share, payable in United States Dollars (“**USD**”) or its equivalent in Chilean pesos (“**Pesos**”), at the average of the exchange rate “Dólar Observado” (observed exchange rate) published by the Chilean Central Bank in the Official Gazette of the Republic of Chile (the “**Official Gazette**”) on the term of six business trading days ending on the date when the payment is due, at the option of the accepting shareholder (the “**Price**”). If the shareholder elects to receive Pesos, the exchange rate risk shall be assumed by the accepting shareholder.

Please note that, as a consequence of a tender offer process (the “**Offer for Control**”) that concluded successfully with the publication of the notice of outcome dated January 25, 2009, the Bidder is holder of 3,427,934,071 shares of D&S and 6,207,603 American Depositary Shares (“**ADSs**”, with each ADS representing 60 shares of D&S). Therefore, the Bidder is a direct or indirect (through ADSs) holder of 3,800,390,251 shares of D&S, representing 58.2882% of its capital stock. Additionally, as detailed in Section 3.2 of this prospectus, the Bidder has entered into a stockholders’ agreement with Mr. Nicolás Ibañez Scott and Mr. Felipe Ibañez Scott, and certain entities related to them, holders of 2,613,776,072 shares of D&S, representing 40.09% of its capital stock. Regarding the above mentioned matter, and to the necessary extent, the Tender Offer is made according to the provisions and within the term established to comply with Article 69 ter of the Ley sobre Sociedades Anónimas (Corporations Act) No. 18,046 (the “**Corporations Act**”).

This document is the prospectus (the “*Prospectus*”) required by Article 203 of the Securities Market Law, contains the terms and conditions of the Tender Offer and establishes the procedures and mechanisms under which the shareholders of Target may accept to sell their shares to Bidder.

The Tender Offer is valid from 00:00 a.m. of February 24, 2009 until 24:00 p.m. of March 25, 2009 (the “**Expiration Date**”), notwithstanding the extension that could be made by the Bidder.

The Tender Offer shall be implemented by the procedure hereinafter included in the paragraph: “Implementation System” of this Prospectus. This process shall be carried out by IM Trust S.A. Corredores de Bolsa (“**IM Trust**”), in its capacity as lead manager of the Tender Offer.

The outcome of the Tender Offer shall be published (the “**Notice of Outcome**”) according to the provisions set forth in Article 212 of the Securities Market Law, on the third day following the expiration of the effective term of the Tender Offer, in the same newspapers in which the Notice of Commencement has been published.

The Price shall be paid, as explained in Section 6 of this Prospectus, from the fourth stock exchange business day following the publication of the Notice of Outcome and shall not accrue any interest or adjustments.

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2. IDENTIFICATION OF BIDDER AND ITS CONTROLLING COMPANY

2.1 Bidder's Information

2.1.1 Inversiones Australes Tres Limitada

Background : Inversiones Australes Tres Limitada, R.U.T. (Taxpayer's Identification Number) No. 76,042,014-K, is a sociedad de responsabilidad limitada (limited liability company) incorporated and existing according to the laws in force in the Republic of Chile, having its principal place of business at Avenida Apoquindo 3721, office 124, Las Condes, Santiago.

Incorporation : Inversiones Australes Tres Limitada was incorporated by public deed dated October 20, 2008 executed in the Notarial Office located in the City of Santiago in charge of Mr. Iván Torrealba Acevedo. A certified copy of such deed was registered in back of page 49,361, No. 34,141, of the Registro de Comercio del Conservador de Bienes Raíces y Comercio (Real Property and Commercial Registry) of the City of Santiago corresponding to 2008, and was published in the Official Gazette on October 24, 2008.

Domicile : Such part of the province of Santiago over which the Conservador de Bienes Raíces y Comercio (Real Estate and Commerce Registrar) of Santiago has jurisdiction.

Purpose : to be engaged in investments in personal, tangible or intangible property, shares in companies, equity interests in other partnerships and associations, bonds, commercial goods, and other securities, both in Chile and in foreign countries, as well as to manage, transfer, use them and collect the proceeds thereof; the granting of finance to third parties through the execution of credit transactions or other acts or agreements pursuing the same purpose and, generally, to perform all kind of acts and enter into all kind of contracts and agreements necessary for the fulfillment of the corporate purpose or the development of its corporate businesses and affairs.

Management : Inversiones Australes Tres is managed by the following individuals with broad powers:

<u>Name</u>	<u>Chilean Taxpayer's Registration Number</u>	<u>Office</u>	<u>Domicile</u>
Mitchell W. Slape	Does not have	Representative	702 SW 8th Street, Bentonville, Arkansas, U.S.A. 72716
Raymond E. Liguori	Does not have	Representative	702 SW 8th Street, Bentonville, Arkansas, U.S.A. 72716
Gordon Y. Allison	Does not have	Representative	702 S.W. 8th Street, Bentonville, Arkansas, U.S.A. 72716
Matthew William Allen	Does not have	Representative	702 S.W. 8th Street, Bentonville, Arkansas, U.S.A. 72716
Shelley Renee Lieftring Wolf	Does not have	Representative	702 S.W. 8th Street, Bentonville, Arkansas, U.S.A. 72716
Michael Brett Biggs	Does not have	Representative	702 S.W. 8th Street, Bentonville, Arkansas, U.S.A. 72716
José María Eyzaguirre Baeza	7.011.679-0	Representative	Av. Apoquindo 3721, Piso 13, Las Condes, Santiago, Chile
Jorge Carraha Chahuán	8.547.357-3	Representative	Av. Apoquindo 3721, Piso 13, Las Condes, Santiago, Chile
Felipe Larraín Tejada	7.049.011-0	Representative	Av. Apoquindo 3721, Piso 13, Las Condes, Santiago Chile

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Supervision : Inversiones Australes Tres Limitada is a limited liability company not audited by the SVS.

Equity interests in Other Companies – Related Parties : Inversiones Australes Tres Limitada is a direct or indirect (through ADSs) holder of 3,800,390,251 shares of D&S, representing 58.2882% of its capital stock.

The following are related persons of Inversiones Australes Tres: (a) the representatives mentioned above; (b) Inversiones Australes Uno Limitada and WM SARHCO III, LLC (as hereinafter described in detail); and (c) the other companies forming part of the entrepreneurial group of Wal-Mart Stores, Inc., including the companies mentioned in (2.2) below.

2.2 Information about Bidder's Controller

2.2.1 Previous Background

The interest holders of Inversiones Australes Tres Limitada are: (i) Inversiones Australes Uno Limitada, owner of approximately 99.9999999% of the equity rights, and (ii) WM SARHCO III, LLC, owner of approximately 0.0000001% of the equity rights. In turn, the partners of Inversiones Australes Uno Limitada are: (i) Inversiones Australes Dos Limitada, owner of approximately 99.9011% of the equity rights, and (ii) WM SARHCO III, LLC, owner of approximately 0.0989% of the equity rights. The partners of Inversiones Australes Dos Limitada are: (a) WM Latin American Holdings (BVI) III Corp., owner of approximately 99.9999998% of the equity rights, and (ii) WM Latin American Holdings (BVI) II Corp., owner of approximately 0.0000002% of the equity rights. Finally, (i) WM SARHCO III, LLC, (ii) WM Latin American Holdings (BVI) III Corp. and (iii) WM Latin American Holdings (BVI) II Corp. are indirect wholly owned subsidiaries Wal-Mart Stores, Inc.

2.2.2 Inversiones Australes Uno Limitada

Background : Inversiones Australes Uno Limitada, R.U.T. (Taxpayer's Identification Number) No. 76,042,035-2, is a sociedad de responsabilidad limitada (limited liability company) incorporated and existing according to the laws in force in the Republic of Chile, having its principal place of business at Avenida Apoquindo 3721, office 124, Las Condes, Santiago.

Incorporation : Inversiones Australes Uno Limitada was incorporated by public deed dated October 20, 2008 executed in the Notarial Office located in the City of Santiago of Mr. Iván Torrealba Acevedo. A certified copy of such deed was registered in page 49,605, No. 34,303, of the Registro de Comercio del Conservador de Bienes Raíces y Comercio (Real Property and Commercial Registry) of the City of Santiago corresponding to the year 2008, and published in the Official Gazette on October 24, 2008.

Domicile : Such part of the province of Santiago over which the Conservador de Bienes Raíces y Comercio (Real Estate and Commerce Registrar) of Santiago has jurisdiction.

Purpose : to be engaged in investments in personal, tangible or intangible property, shares in companies, equity interests in other partnerships and associations, bonds, commercial goods and other securities, both in Chile and in foreign countries, as well as to manage, transfer, use them and collect any proceeds thereof; the granting of finance to third parties through the execution of credit transactions or other acts or agreements pursuing the same purpose; and, generally, to perform all kind of acts and enter into all kind of contracts and agreements necessary for the fulfillment of the corporate purpose or the development of its corporate businesses and affairs.

2.2.3 Inversiones Australes Dos Limitada

Background : Inversiones Australes Dos Limitada, R.U.T. (Taxpayer's Identification Number) No. 76,042,005-0, is a sociedad de responsabilidad limitada (limited liability company) incorporated and existing according to the laws in force in the Republic of Chile, having its principal place of business at Avenida Apoquindo 3721, office 124, Las Condes, Santiago.

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Incorporation : Inversiones Australes Dos Limitada was incorporated by public deed dated October 22, 2008 executed in the Notarial Office located in the City of Santiago of Mr. Iván Torrealba Acevedo. A certified copy of such deed was registered in page 49,605, No. 34,304, of the Registro de Comercio del Conservador de Bienes Raíces y Comercio (Real Property and Commercial Registry) of the City of Santiago corresponding to 2008, and was published in the Official Gazette on October 24, 2008.

Domicile : Such part of the province of Santiago over which the Conservador de Bienes Raíces y Comercio (Real Estate and Commerce Registrar) of Santiago has jurisdiction.

Purpose : to be engaged in investments in personal, tangible or intangible property, shares in companies, equity interests in other partnerships and associations, bonds, commercial goods and other securities, both in Chile and in foreign country, as well as to manage, transfer, use them and collect any proceeds thereof; the granting of finance to third parties through the execution of credit transactions or other acts or agreements pursuing the same purpose; and, generally to perform all kind of acts and enter into all kind of contracts and agreements necessary for the fulfillment of the corporate purpose or the development of its corporate businesses and affairs.

2.2.4 WM SARHCO III, LLC

Background : WM SARHCO III, LLC, R.U.T. No. 59,146,420-5, is a limited liability company incorporated and existing according to the laws in force in the State of Delaware, United States of America, having its principal place of business at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, United States of America.

Incorporation : WM SARHCO III, LLC, was duly incorporated on December 9, 2008, granted before Ms. Harriet Smith Windsor, Secretary of State of the State of Delaware, and registered under File No. 4631263.

Domicile : Delaware, United States of America.

Purpose : to carry out any lawful act or activity for which a limited liability company may be organized under the laws of the State of Delaware, United States of America.

2.2.5 WM Latin American Holdings (BVI) III Corp.

Background : WM Latin American Holdings (BVI) III Corp., R.U.T. No. 59.146.390-K, is a corporation formed and existing according to the laws in force in British Virgin Islands, having its principal place of business at Romasco Place, Wickhams Cay I, P.O. Box 3140, Road Town, Tortola, British Virgin Islands VG1110.

Incorporation : WM Latin American Holdings (BVI) III Corp. was incorporated on December 8, 2008 and duly registered in the Corporate Affairs Registry of the British Virgin Islands under record No. 1513033.

Domicile : Road Town, Tortola, British Virgin Islands.

Purpose : subject to the BVI Business Companies Act, 2004, and any other British Virgin Islands legislation, is to carry on or undertake any business or activity, do any act or enter into any transaction.

2.2.6 WM Latin American Holdings (BVI) II Corp.

Background : WM Latin American Holdings (BVI) II Corp., R.U.T. No. 59.146.410-8, is a corporation formed and existing according to the laws in force in the British Virgin Islands, having its principal place of business at Romasco Place, Wickhams Cay I, P.O. Box 3140, Road Town, Tortola, British Virgin Islands VG1110.

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Incorporation : WM Latin American Holdings (BVI) II Corp. was incorporated on December 8, 2008 and duly registered in the Corporate Affairs Registry of the British Virgin Islands under record No. 1513029.

Domicile : Road Town, Tortola, British Virgin Islands.

Purpose : subject to the BVI Business Companies Act, 2004, and any other British Virgin Islands legislation, is to carry on or undertake any business or activity, do any act or enter into any transaction.

2.2.7 Wal-Mart Stores, Inc.

Background : Wal-Mart Stores, Inc., is a public corporation formed and existing according to the laws in force in Delaware, United States of America, having its principal place of business at 702 SW 8th Street, Bentonville, Arkansas 72716-8611. Wal-Mart Stores, Inc. has no R.U.T.

Incorporation : Wal-Mart Stores, Inc., was duly incorporated on October 31, 1969, granted before Mr. Eugene Bunting, Secretary of State of the State of Delaware, United States of America, and registered under File No. 0732109.

Purpose : The corporate purpose of Wal-Mart Stores, Inc. is to engage in any lawful act for which corporations may be organized under the General Corporation Law of Delaware, United States of America.

Control : Alice L. Walton, Jim C. Walton, S. Robson Walton, the successors of Helen R. Walton (for whom the former three act) and the successors of John T. Walton (for whom the former three act) share the ownership, directly or through Walton Enterprises, LLC (for whom the former three act) of approximately 42.52% of the shares in Wal-Mart Stores, Inc. The rest of the shareholders equity in Wal-Mart Stores, Inc. is diluted and no person, either individual or legal entity, holds shares in Wal-Mart Stores, Inc. representing a higher percentage than 5%.

Supervised Entities : Through its subsidiary Inversiones Australes Tres Limitada, Wal-Mart Stores, Inc., controls D&S, holding directly or indirectly (through ADSs) 3,800,390,251 shares of D&S, representing 58.2882% of its shares of common stock. It is noted that D&S controls the entities supervised by the SVS Sociedad Anónima Inmobiliaria Terrenos y Establecimientos Comerciales and Astro S.A.

However, it is noted that certain retirement plans of Wal-Mart Stores, Inc., including those of its affiliates, invest in funds managed by third parties, which may hold investments in companies supervised by the SVS. In such cases, neither Wal-Mart Stores, Inc. nor its affiliates have any influence in the specific investment decisions of the referred funds nor in the voting rights inherent to such investments.

2.3 Economic and Financial Background

As Inversiones Australes Tres Limitada, Inversiones Australes Uno Limitada, Inversiones Australes Dos Limitada, WM SARHCO III, LLC, WM Latin American Holdings (BVI) III Corp. and WM Latin American Holdings (BVI) II Corp. are recently incorporated companies, the financial and economic background of Wal-Mart Stores, Inc. is hereinbelow included.

2.3.1 Main Activities and Businesses

Wal-Mart Stores, Inc. operates retail stores in various formats around the world. Its operations include three business segments: Wal-Mart Stores, Sam's Club and International.

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Wal-Mart Stores segment is the largest segment of Wal-Mart Stores, Inc.'s business, accounting for 64.0% of the fiscal year ending 2008 (from February 1, 2007 to January 31, 2008) net sales and operates stores in three different formats in the United States, as well as online retail operations, www.walmart.com. Wal-Mart Stores retail formats include:

- Supercenters, which average approximately 187,000 square feet in size and offer a wide assortment of general merchandise and a full-line supermarket;
- Discount stores, which average approximately 108,000 square feet in size and offer a wide assortment of general merchandise and a limited variety of food products; and
- Neighborhood Markets, which average approximately 42,000 square feet in size and offer a full-line supermarket and a limited assortment of general merchandise.

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 segment accounted for 11.8% of the fiscal year ending 2008 net sales. The focus for Sam's Club is to provide exceptional value on brand-name merchandise at "members only" prices for both business and personal use. The Sam's Clubs average approximately 132,000 square feet in size.

At January 31, 2008, the International segment consisted of retail operations in 12 countries and Puerto Rico. This segment generated 24.2% of fiscal year 2008 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.

2.3.2 Financial Information

A summary of the financial information of Wal-Mart Stores, Inc. as of January 31, 2008 and January 31, 2007 follows. This information is prepared based on the balance sheet and statement of profits and losses of Wal-Mart Stores, Inc. for such period, and is denominated in USD millions:

<u>Balance Sheet</u>	<u>as to January 31, 2008</u>	<u>as to January 31, 2007</u>
Current assets	\$47,585	\$46,982
Investments	\$115,929	\$104,605
Total assets	\$163,514	\$151,587
Current liabilities	\$58,454	\$52,148
Long term liabilities	\$40,452	\$37,866
Equity	\$64,608	\$61,573
Total liabilities and equity	\$163,514	\$151,587
Statement of Profits and Losses		
Earnings (Losses)	\$378,799	\$348,650
Expenses	\$356,803	\$328,153
Interest	\$1,798	\$1,529
Net profits (Losses)	\$12,731	\$11,284

(as reference, the exchange rate "Dólar Observado" for February 20, 2009 was CLP\$604.17).

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Based on the balance sheet and the statement of profit and losses of Wal-Mart, Inc. for the periods ending on January 31, 2008 and January 31, 2007, the liquidity, indebtedness and profitability indexes of Wal-Mart Stores, Inc. prepared according to the Norma de Carácter General (General Rule) No. 100 of the SVS, are the following:

<u>Indexes</u>	<u>as to January 31, 2008</u>	<u>as to January 31, 2007</u>
Liquidity Ratios		
Liquidity ratio: current assets / current liabilities	0.81	0.90
Acid ratio: available cash / current liabilities	0.10	0.15
Debt Ratios		
Debt ratio: total liabilities / equity	1.53	1.46
Short term debt—debt ratio: short term debt / total debt	0.25	0.21
Financial expenses coverage	12.234	13.405
Yield		
Equity yield ratio	0.2	0.2
Assets yield ratio	0.08	0.08

It is noted that the financial information of Wal-Mart Stores, Inc. for the period ending on January 31, 2009 is not included since it is still under review by external auditors.

2.3.3 Risk Rating

Risk rating companies Standard & Poor's and Fitch Ratings have rated the risks regarding the long term debt of Wal-Mart Stores, Inc. in AA. The risk rating company Moody's Investors Services has rated risks regarding the long term debt of Wal-Mart Stores, Inc. in Aa2.

2.3.4 Listing of Securities on the Stock Exchange

Shares of Wal-Mart Stores, Inc. are listed on the New York Stock Exchange, in the city of New York, United States of America.

3. RELATIONSHIPS BETWEEN BIDDER AND D&S

3.1 Ownership

Inversiones Australes Tres Limitada controls D&S, holding directly or indirectly (through ADSs) 3,800,390,251 shares of D&S, representing 58.2882% of its capital stock and participates in the management of D&S appointing five out of nine board members.

All of the shares of D&S held by the Bidder were acquired on January 25, 2009 as a consequence of the success of the Offer for Control.

3.2. Significant Relationships

The Bidder, on one side, and, on the other, Messrs. Nicolás Ibáñez Scott and Felipe Ibáñez Scott, and certain affiliate companies of each of them (the "**Principal Shareholders**") executed a contract in the English language named "Agreement to Tender" (the "**Agreement to Tender**"), dated as of December 19, 2008.

Pursuant to the Agreement to Tender, the Bidder launched the Offer for Control in the terms set forth in the respective notice of commencement and prospectus, and the Principal Shareholders tendered the 23.4% of the shares of D&S.

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The Agreement to Tender includes representations and warranties in respect of the Principal Shareholders and in respect of D&S, and subject to the terms and conditions set forth therein, the Principal Shareholders agreed to indemnify the Bidder for the any lack of veracity or inaccuracy of such declarations and warranties.

On the same December 19, 2008, the Bidder, on one side, and, on the other, the Principal Shareholders executed a contract in the English language named “Stockholders’ Agreement” (the “**Stockholders’ Agreement**”), pursuant to which the parties have agreed on certain corporate governance rules with respect to D&S and restrictions on the transfer of shares of D&S.

The Stockholders’ Agreement effectiveness was subject to the successful completion of the Offer for Control, and therefore entered in full force and effect along with the payment of the Offer for Control on January 29, 2009.

The Stockholders’ Agreement regulates procedures for financial reporting and management, the election of directors and the chairman, the composition of certain committees and the composition of the board of directors of certain subsidiaries of D&S.

Similarly, subject to the terms and conditions of the Stockholders’ Agreement, the Bidder has agreed to vote the remainder of its shares of D&S, after electing the majority of the members of the board of D&S, in favor of the candidates proposed by the Principal Shareholders. On the other side, upon request of the Bidder, the Principal Shareholders have agreed to vote jointly with the Bidder on such matters that require a 2/3 quorum of the issued voting shares.

Pursuant to the Stockholders’ Agreement, the parties assumed certain non-compete obligations with D&S in Chile, subject to certain exceptions, like passive investments (less than 3%) in competing companies that are publicly traded.

Also, it was agreed, subject to applicable law, that the annual dividend shall be an amount equal to the higher of the legal minimum and five (5) Pesos per share of D&S (subject to adjustment per inflation), and a three-year term was set in which mutual agreement of the parties is required to undertake capital increases in excess of US\$500 million (except for refinance of certain existing debt).

The Stockholders’ Agreement also contemplates the execution of services license and technical assistance agreements (the “**W-M Agreements**”) between D&S and the parent of the Bidder, Wal-Mart Stores, Inc., or its subsidiaries which shall be entered into in arms’ length terms similar to those that usually prevail in the market. According to the provisions of Articles 89 and 50 bis of the Corporations Act the W-M Agreements are being reviewed by the audit committee of D&S and shall be promptly submitted for the prior approval by the board of D&S.

There are also restrictions to the transfer of the shares of D&S held by the Principal Shareholders, providing the Bidder a right of first offer over any shares of D&S that the Principal Stockholders intend to sell.

Finally, in consideration of the obligations and restrictions assumed by the Principal Shareholders in the Agreement to Tender and in the Stockholders’ Agreement, and only to the extent the Offer for Control was successful, the Bidder agreed under the Stockholders’ Agreement to execute with the Principal Shareholders a contract in the English language named “Put Option Agreement” (the “**Put Agreement**”) and cause that D&S executes with the Principal Shareholders a contract in the English language named “Offering Rights Agreement” (the “**Offering Rights Agreement**”), in respect of the shares of D&S that the Principal Shareholders did not tender in the Offer for Control. Such agreements have been executed by the parties as of January 30, 2009.

Pursuant to the Put Agreement, the Principal Shareholders shall have the right, starting on the 2nd anniversary and ending on the 7th anniversary of the contract, to sell, on up to two occasions each, all or part of their shares of D&S to the Bidder. Similarly, at any time that the Bidder requires that the Principal Shareholders

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vote together with the Bidder on such matters that require a special quorum of 2/3 of the issued voting shares, the Principal Shareholders shall have the same put right. The sale price of the shares of D&S subject to the Put Agreement is not guaranteed, and shall be the market price determined by the parties with the assistance of investment banks. In case there is no agreement, the final price shall be determined by a third investment bank.

Pursuant to the Offering Rights Agreement, and subject to the terms and conditions set forth therein, the Principal Shareholders may, after the expiration of a 180-day period following the termination of the Offer for Control, require on up to three occasions that D&S prepares the documentation needed to effect an offering of the shares of D&S held by the Principal Shareholders. Such Offering shall be made in Chile and, subject to certain restrictions, in the United States of America or other eligible jurisdictions. The costs of these placements shall be borne by the Principal Shareholders, unless D&S decides to include its own shares in those placements. Finally, the Principal Shareholders may add their shares to an offering commenced by D&S.

The foregoing is a summary of the major terms and conditions of the contracts referred to above, with the purpose of satisfying the disclosure requirements of General Regulation N° 104, and does not replace the purpose and scope of the provisions included in the Agreement to Tender, the Stockholders' Agreement, the Put Agreement and the Offering Rights Agreement.

3.3 Previous Contacts

The relationship between the Principal Shareholders and Wal-Mart Stores, Inc. extends for several years. On what concerns the negotiations resulting in the contracts mentioned in the preceding paragraph 3.2, they formally commenced with non-binding indications of interest in May of 2008. Starting on such date, the negotiations progressed gradually, both in Chile and abroad. During the negotiations, Wal-Mart Stores, Inc. conducted a legal, financial and operational due diligence, for which D&S started submitting information on the basis of a confidentiality agreement executed in August of 2008.

4. PURPOSE OF THE TENDER OFFER

4.1. Purpose of the Tender Offer

The purpose of Bidder is to acquire 2,719,609,749 shares of D&S, representing 41.7118% of its capital stock and all of the shares of D&S that are currently not held by Bidder.

In addition, considering Bidder has executed the Stockholders' Agreement with the Principal Stockholders, and to the necessary extent, the Tender Offer is made according to the provisions and within the term established to comply with Article 69 ter of the Corporations Act.

With the purpose of complying with the provisions of Article 213 of the Securities Market Law, Bidder declares that, although it has no present plans to do so, depending on the level of acceptance of the Offer and the resulting number of shareholders of D&S, it may propose that D&S and its shareholders consider terminating the listing and public company status of D&S in Chile.

4.2 Agreements with Shareholders.

None, except for what was previously stated in the paragraph "Significant Relationships" in number 3.2 above.

5. CHARACTERISTICS OF THE TENDER OFFER

5.1 Total Amount of the Transaction.

The total amount of the Tender Offer is U.S. \$1,109,600,778, at U.S. \$0.408 per share in D&S, payable in USD or its equivalent in Pesos, at the average of the exchange rate "Dólar Observado" (observed exchange rate) published by the Chilean Central Bank in the Official Gazette each day for the period of six business trading days

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ending on the date when the payment is due, at the option of the accepting shareholder. If the accepting shareholder does not indicate anything at the moment of accepting the Tender Offer, it shall be understood that it opts for receiving the price in USD. If the shareholder elects to receive Pesos, the exchange rate risk shall be assumed by the accepting shareholder.

5.2 Shares; Markets; Quantity; Apportionment.

The Tender Offer is for 2,719,609,749 shares in D&S, representing 41.7118% of the capital stock of such company and all of the shares of D&S that are currently not held by Bidder.

The Tender Offer is implemented in Chile. At the same time, the offer to purchase ADSs that are not held by Bidder, and which represent approximately 0.4% of the capital stock of D&S (which percentage is included in the number referenced in the previous paragraph), is being made in the United States in reliance on the exemption from certain requirements of Regulation 14D and Regulation 14E of the U.S. Securities Exchange Act of 1934, as amended, provided by Rule 14d-1. Considering that the shares of D&S are traded on the Latibex in Spain, in order to comply with local applicable rules, the existence of the Tender Offer will be communicated in such country.

The terms of the Tender Offer do not contemplate any pro-rata mechanisms.

5.3 Effective Term

The Tender Offer shall be in full force and effect for the term of 30 calendar days starting at 00:00 on February 24, 2009 and ending at 24:00 on March 25, 2009.

Although as of the date of this Prospectus the possibility of extending the Tender Offer has not been contemplated, Bidder reserves the right to extend the effective term according to Section 205 of the Securities Market Law (the “Extension”), which Extension shall be announced by means of advertisements in the same newspapers where the Notice of Commencement was published.

5.4 Date and Newspapers for Publishing the Notice of Outcome

Bidder shall report the outcome of the Tender Offer by publishing the Notice of Outcome within the term of three days following the Expiration Date in the same newspapers that published the Notice of Commencement, i.e., El Mercurio and La Tercera.

5.5 Eligible Shareholders

The Tender Offer is addressed to all shareholders of D&S.

5.6 Implementation System

The operation shall be implemented over the counter, using a software developed, maintained and operated by the Bolsa de Comercio de Santiago – Bolsa de Valores (Santiago Stock Exchange), which is available in its trade counters from Monday to Friday between 9:00 and 17:30, excluding holidays, exception made by the Expiration Date of the effective term when such system shall be available until 24:00.

Persons who wish to sell their shares to Bidder under the Tender Offer and its relevant Notice of Commencement shall grant their acceptance during the effective term of the Tender Offer or its extension, as indicated Section 7 below.

The acquisition by Bidder of the shares offered shall be executed on the date of the publication of the Notice of Outcome. According to the provisions of Article 212 of the Securities Market Act, the date of the acceptances and the execution date of the transfers of shares shall be the publication date of said Notice of Outcome.

6. PRICE AND PAYMENT TERMS AND CONDITIONS

6.1 Price

The total price of the Tender Offer is U.S. \$0.408 per share in D&S, payable in USD or its equivalent in Pesos, at the average of the exchange rate “Dólar Observado” (observed exchange rate) published by the Chilean

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Central Bank in the Official Gazette each day for the period of six business trading days ending on the date when the payment is due, at the option of the accepting shareholder. If the accepting shareholder does not indicate anything at the moment of accepting the Tender Offer, it shall be understood that it opts for receiving the price in USD. If the shareholder elects to receive Pesos, the exchange rate risk shall be assumed by the accepting shareholder.

The Tender Offer does not contemplate any control premium because such control is currently held by Bidder. To the necessary extent, we note that the price of the Tender Offer is the same as the price of the Offer for Control.

6.2 Payment Conditions

The Price shall be paid in USD or in Pesos, at the option of the accepting shareholder, by check or electronic transfer of funds. The Price shall not accrue any indexation or interest.

6.3 Term and Place of Payment

The Price shall be paid from the fourth trading business day following the publication of the Notice of Outcome.

Such payment shall be made as follows:

- to those shareholders who have sold their shares by means of acceptances given to IM Trust, the Price shall be paid by check or electronic transfer to the name of the relevant shareholder, which shall be available for the shareholder or shall be made, as the case may be, from the fourth trading business day following the publication of the Notice of Outcome, at the offices of IM Trust located at Avenida Apoquindo 3721, 9th floor, Las Condes, Santiago; and
- to those shareholders who have sold their shares by means of acceptances given to securities broker other than IM Trust, the Price shall be directly paid by the relevant securities broker by check or electronic transfer to the name of the relevant shareholder, which shall be at the disposal of the shareholder or shall be made, as the case may be, at the offices of the securities broker on the fourth trading business day following the publication of the Notice of Outcome.

IM Trust shall agree with the other participating stockbrokers the commission to be paid on behalf of Bidder for the orders received from said stockbrokers corresponding to non-institutional investors, which shall be made available to the public in accordance to the regulations applicable to stockbrokers.

7. ACCEPTANCE OF TENDER OFFER

7.1 Acceptance

The shares tendered which correspond to acceptances to the Tender Offer shall be registered in the name of the selling shareholder, fully paid and free of any liens, encumbrances, prohibitions, attachments, litigations, preliminary injunctions, conditions precedent and “resolutive conditions” (condiciones resolutorias), preemptive right or right of first refusal of third parties, third parties’ rights or interests enforceable against Bidder and, in general, any other circumstance that prevents or restricts the free assignment, transfer or ownership thereof (the “**Liens**”).

Shareholders who wish to accept the Tender Offer shall do so only during the effective term thereof, by means of a written order to sell their shares, subject to the terms and conditions of the Tender Offer, which shall be directly delivered to the IM Trust offices located at Avenida Apoquindo 3721, 9th floor, Las Condes, Santiago, or to any other securities broker. Acceptance shall be delivered from Monday to Friday from 9:00 until 17:30 (except on the Expiration Date, when the term shall be until 24:00 at the offices of IM Trust), by subscribing at the same time a transfer of shares to IM Trust or to the appropriate securities broker, as the case may be, for the total number of shares intended to be sold.

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Moreover, the following documents are to be delivered to the securities broker:

(i) the original stock certificate/s held by it and/or a certificate to be issued to such effect by the department of shares in D&S (located at Huérfanos 770, 22 floor, Santiago) evidencing that the stock certificate/s is/are deposited with such company;

(ii) the certificate to be issued to such effect by the department of shares of D&S, evidencing that there is no proof in the corporate records that the shares are subject to any Liens, and thus it is possible to register the same in favor of IM Trust or the relevant securities broker;

(iii) a copy authenticated by a Notary Public, on both sides, of the individual-shareholder's identity card, his/her representative, if appropriate, or that of the representative of the shareholder if a company, the original of which shall be shown upon subscription of the acceptance. The fact that it is a true copy of the original shall be authenticated by a Notary Public or verified by the relevant securities broker.

(iv) the original or an authenticated copy of the power of attorney in force which shall contain sufficient powers to act as representative, granted or authenticated before a Notary Public; and

(v) an authenticated copy of the legal background of the shareholder if a company. Furthermore, the accepting shareholder shall have the customer's card and the custodian agreement executed with the securities broker duly signed along with a good standing certificate in force.

Should a transfer of shares be objected to for any legal reason by the department of shares of D&S and should such objection not be cured within the effective term of the Tender Offer, the relevant acceptance shall be automatically cancelled, and deemed to all effects as never made, and IM Trust or the appropriate securities broker shall return to the shareholder the stock certificate and background furnished, as indicated in number 7.2 below.

The Administradoras de Fondos de Pensiones (Pension Fund Managing Companies) y Administradoras de Fondos Mutuos (Mutual Fund Managing Companies), acting on behalf of the funds managed by them, and other institutional investors who are required to have their investments in their own name until their sale, and who decide to participate in the Tender Offer, shall be governed by those regulatory procedures and mechanisms required by the legislation applicable to their transactions, and shall deliver their acceptance exclusively to IM Trust within the effective term of the Tender Offer or its extension, being not required to deliver a shares transfer form or the shares certificates mentioned in number (i) above. However, such documents shall be delivered to IM Trust along with the payment to the relevant institutional investor of the price for its shares sold under this process.

7.2 Return of Shares

With regard to those shares not acquired by Bidder because they do not conform with the terms and conditions of the Tender Offer, the shares along with all the documents delivered by the shareholders shall be made available to the relevant shareholders immediately. Consequently, the shareholders who have accepted the Tender Offer shall not be entitled to any compensation, payment or reimbursement as a consequence thereof, nor shall it imply any obligation or responsibility for Bidder, its attorneys-in-fact, agents, advisors or representatives.

8. GROUNDS FOR REVOCATION OF TENDER OFFER

There are no terms, conditions or events that may cause the revocation of the Tender Offer by Bidder.

9. WITHDRAWAL RIGHT

Shareholders who have accepted the Tender Offer may totally or partially withdraw their acceptances by means of a written notice sent to the IM Trust directly (provided they have accepted the Tender Offer through him/it) or to the securities broker through whom they have accepted the Tender Offer, until 24:00 of the Expiration Date, provided that IM Trust receives such withdrawal on or before the date and time mentioned above.

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Furthermore, should Bidder not publish the Notice of Outcome on the third day following the expiration of the effective term of the Tender Offer, the shareholders may withdraw their acceptances as from such third date until the publication date of such notice.

As soon as IM Trust receives from the respective shareholder, either directly from such shareholder (if it has accepted the Tender Offer through IM Trust) or through the broker through which such shareholder accepted the Tender Offer, a written notice of its intention to withdraw, IM Trust shall return the shares, transfers and other documents received.

10. FINANCING OF TENDER OFFER

Bidder shall finance the total amount of the Tender Offer with funds provided by Wal-Mart Stores, Inc., from working capital. The Tender Offer is not subject to obtaining any financing.

11. GUARANTEE

The Tender Offer does not contemplate the existence of any guarantee according to the provisions of Article 204 of the Securities Market Law.

12. LEAD MANAGER OF THE TENDER OFFER

Bidder shall act, to all the effects of the Tender Offer, through IM Trust S.A. Corredores de Bolsa, R.U.T. (Taxpayer's Identification Number) No. 96,489,000-5, domiciled/with principal place of business at Avenida Apoquindo 3721, 9th floor, Las Condes, Santiago, to the attention of Mr. Vicente Bertrand Donoso.

To these effects, IM Trust is vested with the following powers: acting as agent for Bidder under the Tender Offer, receiving acceptances from the shareholders, answering all inquiries that may arise regarding the Tender Offer mechanisms and conditions, making transfers to the custody of D&S, rejecting acceptances that fail to comply with the requirements set forth in the Tender Offer and, in general, performing all those activities that are necessary to implement the transaction.

13. INDEPENDENT ADVISORS OF BIDDER

The following individuals have advised Bidder on the preparation of this tender Offer:

- IM Trust S.A. Corredores de Bolsa, R.U.T. (Taxpayer's Identification Number) No. 96,489,000-5, domiciled/with principal place of business at Avenida Apoquindo 3721, 9th floor, Las Condes, Santiago, to the attention of Mr. Vicente Bertrand Donoso, telephone numbers 600-450-1600 and (56 2) 450-1600.
- Claro y Cía., R.U.T. (Taxpayer's Identification Number) No. 79,753,810-8, a law-firm, with principal place of business at Avenida Apoquindo 3721, 13th. Floor, Las Condes, Santiago, to the attention of Mr. José María Eyzaguirre Baeza, telephone number (56 2) 367-3000.

14. RISK FACTORS

Pursuant to Bidder's opinion, and based on the fact that the Price shall be paid in cash, there are no risks related to the Tender Offer.

15. IMPACT OF THE TENDER OFFER ON THE SHARES

Should the Tender Offer be consummated, and depending on the fact that the shareholders accept it, the number of shares freely traded on the stock exchange may be significantly reduced, which could affect their price and liquidity.

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16. MARKET PRICE AND DIVIDENDS

16.1 Price and Stock Market Volumes

The price and stock market volumes transacted of the shares in D&S in the last two years in the Bolsa de Comercio de Santiago – Bolsa de Valores, counted from February, 2007 to January, 2009 are the following:

<u>Month</u>	<u>Transacted units</u>	<u>Total Transacted \$</u>	<u>Closing Price \$</u>
Feb-07	274,121,300	52,929,901,123	170.0
Mar-07	366,032,584	65,429,538,925	186.6
Apr-07	328,960,352	65,638,702,895	208.0
May-07	904,343,371	224,710,797,616	269.9
Jun-07	336,854,048	94,199,726,529	282.7
Jul-07	314,481,586	88,797,749,996	276.9
Aug-07	306,558,876	78,732,120,158	258.0
Sep-07	119,539,729	29,607,902,861	258.7
Oct-07	265,632,217	75,510,610,522	300.3
Nov-07	414,036,715	117,171,566,585	281.0
Dec-07	212,783,305	56,255,325,284	260.0
Jan-08	428,504,158	104,348,700,443	223.9
Feb-08	456,374,922	92,923,099,953	203.3
Mar-08	184,631,088	34,829,659,512	181.0
Apr-08	199,149,951	36,778,443,505	190.0
May-08	218,709,106	39,738,490,105	179.1
Jun-08	387,672,728	76,035,538,117	184.2
Jul-08	256,685,850	48,906,220,716	189.0
Aug-08	232,247,401	46,393,150,142	195.5
Sep-08	185,331,925	36,722,359,732	200.3
Oct-08	240,054,496	45,046,085,432	189.8
Nov-08	101,391,812	19,733,761,666	186.0
Dec-08	326,953,616	76,464,165,956	256.2
Jan-09	7,076,791,186	1,786,309,335,140	252

16.2 Dividends

Dividends distributed by D&S over the last two years, counted from February, 2007 to January, 2009, are the following:

<u>Dividend</u>	<u>Amount</u>	<u>Payment Date</u>
Provisory Dividend	\$2 per share	from September 3, 2008
Provisory Dividend	\$1 per share	from May 20, 2008
Definitive Dividend	\$1 per share	from May 20, 2008
Provisory Dividend	\$2 per share	from February 14, 2008
Provisory Dividend	\$2 per share	from November 26, 2007
Definitive Dividend	\$2 per share	from May 17, 2007

The information contained in the two sections above was taken from public records and documents and not verified by Bidder nor independently audited, thus Bidder assumes no responsibility for the veracity of such information, nor for any omission by D&S or by the stock exchanges in disclosing facts or backgrounds which may affect its interpretation.

17. INFORMATION PLACES

A copy of the Prospectus is available to the interested parties at the following places:

(i) at Inversiones Australes Tres Limitada, Avenida Apoquindo 3721, office 124, Las Condes, Santiago, from Monday to Friday between 09:00 and 17:30.

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(ii) at IM Trust S.A. Corredores de Bolsa, Avenida Apoquindo 3721, 9th floor, Las Condes, Santiago, from Monday to Friday between 09:00 and 17:30; and in the websites www.imtrust.cl or www.opadys.cl.

(iii) at the Superintendencia de Valores y Seguros, Avenida Libertador Bernardo O'Higgins 1449, Santiago, from Monday to Friday between 09:00 and 13:30; and in its website www.svs.cl.

(iv) at the Santiago Stock Exchange, la Bolsa 64, Santiago, from Monday to Friday between 09:00 and 17:30.

(v) at Distribución y Servicio D&S S.A., Avenida Presidente Eduardo Frei Montalva 8301, Quilicura, Santiago, from Monday to Friday between 09:00 and 17:00.

Alternatively, those persons who may need further information may visit the offices of IM Trust S.A. Corredores de Bolsa, located at Avenida Apoquindo 3721, 9th floor, Las Condes Santiago, or call to the telephone numbers 600-450-1600 and (56 2) 450-1600, from Monday to Friday between 09:00 and 17:30, or write to opadys@imtrust.cl.

Information concerning D&S has been taken from public documents and reports, which have not been independently verified. Bidder assumes no responsibility whatsoever for the truthfulness of such information or D&S's omission to disclose facts that may adversely affect the significance or truthfulness thereof.

Every publication related to the Tender Offer shall be published in the newspapers El Mercurio and La Tercera.

NOTICE OF COMENCEMENT

PUBLIC OFFERING FOR THE PURCHASE OF SHARES of

DISTRIBUCIÓN Y SERVICIO D&S S.A.
Registration in the Securities Registry No. 593

controlling company of

SOCIEDAD ANÓNIMA INMOBILIARIA
TERRENOS Y ESTABLECIMIENTOS COMERCIALES
Registration in the Securities Registry No. 414

and

ASTRO S.A.
Registration in the Securities Registry No. 1018

by

INVERSIONES AUSTRALES TRES LIMITADA, subsidiary of

WAL-MART STORES, INC.



INVERSIONES AUSTRALES TRES LIMITADA (“*Bidder*”) offers to acquire 2,719,609,749 shares of Distribución y Servicio D&S S.A. (“*D&S*”), representing 41.7118% of its capital stock and all of the shares of D&S that are currently not held by Bidder, in full compliance with the provisions set forth herein and those set forth in the prospectus (the “*Prospectus*”) made available to the interested parties (the “*Tender Offer*”).

1. IDENTIFICATION OF BIDDER AND INTEREST IN D&S

1.1 *Identification of Bidder* . Inversiones Australes Tres Limitada, R.U.T. (Taxpayer's Identification Number) No. 76,042,014-K, is a sociedad de responsabilidad limitada (limited liability company) incorporated and existing according to the laws in force in the Republic of Chile, having its principal place of business at Avenida Apoquindo 3721, office 124, Las Condes, Santiago.

1.2 *Control over Bidder* . The interest holders of Inversiones Australes Tres Limitada are: (i) Inversiones Australes Uno Limitada, owner of approximately 99.9999999% of the equity rights, and (ii) WM SARHCO III, LLC, owner of approximately 0.0000001% of the equity rights. In turn, the partners of Inversiones Australes Uno Limitada are: (i) Inversiones Australes Dos Limitada, owner of approximately 99.9011% of the equity rights, and (ii) WM SARHCO III, LLC, owner of approximately 0.0989% of the equity rights. The partners of Inversiones Australes Dos Limitada are: (a) WM Latin American Holdings (BVI) III Corp., owner of approximately 99.9999998% of the equity rights, and (ii) WM Latin American Holdings (BVI) II Corp., owner of approximately 0.0000002% of the equity rights. In turn, (i) WM SARHCO III, LLC, (ii) WM Latin American Holdings (BVI) III Corp. and (iii) WM Latin American Holdings (BVI) II Corp. are indirect wholly owned subsidiaries Wal-Mart Stores, Inc.

Finally, Alice L. Walton, Jim C. Walton, S. Robson Walton, the successors of Helen R. Walton (for whom the former three act) and the successors of John T. Walton (for whom the former three act) share the ownership, directly or through Walton Enterprises, LLC (for whom the former three act) of approximately 42.52% of the shares in Wal-Mart Stores, Inc. The rest of the shareholders equity in Wal-Mart Stores, Inc. is diluted and no person, either individual or legal entity, holds shares in Wal-Mart Stores, Inc. representing a higher percentage than 5%.

1.3 *Bidder's Interest in D&S* . Bidder controls D&S, holding directly or indirectly, through American Depositary Shares ("ADSs"), 3,800,390,251 shares of D&S, representing 58.2882% of its capital stock and participates in the management of D&S, appointing five out of nine board members.

All of the shares of D&S held by Bidder were acquired on January 25, 2009 as a consequence of the success of the tender offer process (the "**Offer for Control** ") that concluded successfully with the publication of the respective notice of outcome.

In addition, it is noted that certain retirement plans of Wal-Mart Stores, Inc., including those of its affiliates, invest in funds managed by third parties, which may hold investments in D&S. In such cases, neither Wal-Mart Stores, Inc. nor its affiliates have any influence in the specific investment decisions of the referred funds nor in the voting rights inherent to such investments.

2. PURPOSE OF THE TENDER OFFER AND AGREEMENTS WITH D&S SHAREHOLDERS

2.1 *Purpose of the Tender Offer* . The purpose of the Tender Offer is to acquire 2,719,609,749 shares of D&S, representing 41.7118% of its capital stock and all of the shares of D&S that are currently not held by Bidder.

Additionally, considering Bidder has entered in to the Stockholders' Agreement (according to the definition set forth hereon) with Mr. Nicolás Ibañez Scott and Mr. Felipe Ibañez Scott, and certain entities related to them (the "**Principal Shareholders**") and to the necessary extent, the Offer is made according to the provisions and within the terms established to comply with Article 69 ter of the Chilean Corporations Act.

With the purpose of complying with the provisions of Article 213 of the Securities Market Law, Bidder declares that, although it has no present plans to do so, depending on the level of acceptance of the Offer and the resulting number of shareholders of D&S, it may propose that D&S and its shareholders consider terminating the listing and public company status of D&S in Chile.

2.2 *Agreements entered into by Bidder with the shareholders of D&S in connection with the Tender Offer* . Bidder, on one side, and, on the other, the “ *Principal Shareholders* ” executed a contract in the English language named “Agreement to Tender” (the “ *Agreement to Tender* ”), dated as of December 19, 2008.

Pursuant to the Agreement to Tender, Bidder launched the Offer for Control in the terms set forth in the respective notice of commencement and prospectus, and the Principal Shareholders tendered in the Offer for Control 23.4% of the shares of D&S.

The Agreement to Tender includes representations and warranties in respect of the Principal Shareholders and in respect of D&S, and subject to the terms and conditions set forth therein, the Principal Shareholders agreed to indemnify Bidder for the any lack of veracity or inaccuracy of such representations and warranties.

On the same December 19, 2008, Bidder, on one side, and, on the other, the Principal Shareholders executed a contract in the English language named “Stockholders’ Agreement” (the “ *Stockholders’ Agreement* ”), pursuant to which the parties have agreed on certain corporate governance rules with respect to D&S and restrictions on the transfer of shares of D&S.

The effectiveness Stockholders’ Agreement was subject to the successful completion of the Tender Offer, and therefore entered in full force and effect along with the payment of the Offer for Control on January 29, 2009.

The Stockholders’ Agreement regulates procedures for financial reporting and management, the election of directors and the chairman, the composition of certain committees and the composition of the board of directors of certain subsidiaries of D&S.

Additionally, subject to the terms and conditions of the Stockholders’ Agreement, Bidder has agreed to vote the remainder of its shares of D&S, after electing the majority of the members of the board of D&S, in favor of the candidates proposed by the Principal Shareholders.

On the other hand, upon request of Bidder, the Principal Shareholders have agreed to vote jointly with Bidder on such matters that require a 2/3 quorum of the issued voting shares.

Pursuant to the Stockholders’ Agreement, the parties assumed certain non-compete obligations with D&S in Chile, subject to certain exceptions, like passive investments (less than 3%) in competing companies that are publicly traded.

Also, it was agreed, subject to applicable law, that the annual dividend shall be an amount equal to the higher of the legal minimum and five (5) Pesos per share of D&S (subject to adjustment per inflation), and a three-year term was set in which mutual agreement of the parties is required to undertake capital increases in excess of US\$500 million (except for refinance of certain existing debt).

The Stockholders’ Agreement also contemplates the execution of services license and technical assistance agreements (the “**W-M Agreements**”) between D&S and the parent of Bidder, Wal-Mart Stores, Inc., or its subsidiaries, which shall be entered into in arms’ length terms similar to those that usually prevail in the market. According to the provisions of Articles 89 and 50 bis of the Corporations Act, the W-M Agreements are being reviewed by the audit committee of D&S and shall be promptly submitted for the prior approval by the board of D&S.

There are also restrictions to the transfer of the shares of D&S held by the Principal Shareholders, providing Bidder a right of first offer over any shares of D&S that the Principal Stockholders intend to sell.

Finally, in consideration of the obligations and restrictions assumed by the Principal Shareholders in the Agreement to Tender and in the Stockholders' Agreement, and only to the extent the Offer for Control was successful, Bidder agreed under the Stockholders' Agreement to execute with the Principal Shareholders a contract in the English language named "Put Option Agreement" (the "*Put Agreement*") and cause that D&S executes with the Principal Shareholders a contract in the English language named "Offering Rights Agreement" (the "*Offering Rights Agreement*"), in respect of the shares of D&S that the Principal Shareholders did not tender in the Offer for Control. These agreements were executed by the respective parties as of January 30, 2009.

Pursuant to the Put Agreement, the Principal Shareholders shall have the right, starting on the 2nd anniversary and ending on the 7th anniversary of the contract, to sell, on up to two occasions each, all or part of their shares of D&S to Bidder. Similarly, at any time that Bidder requires that the Principal Shareholders vote together with Bidder on such matters that require a special quorum of 2/3 of the issued voting shares, the Principal Shareholders shall have the same put right. The sale price of the shares of D&S subject to the Put Agreement is not guaranteed, and shall be the market price determined by the parties with the assistance of investment banks. In case there is no agreement, the final price shall be determined by a third investment bank.

Pursuant to the Offering Rights Agreement, and subject to the terms and conditions set forth therein, the Principal Shareholders may, after the expiration of a 180-day period following the termination of the Offer for Control, require on up to three occasions that D&S prepares the documentation needed to effect an offering of the shares of D&S held by the Principal Shareholders. Such Offering shall be made in Chile and, subject to certain restrictions, in the United States of America or other eligible jurisdictions. The costs of these placements shall be borne by the Principal Shareholders, unless D&S decides to include its own shares in those placements. Finally, the Principal Shareholders may add their shares to an offering commenced by D&S.

The foregoing is a summary of the major terms and conditions of the contracts referred to above, with the purpose of satisfying the disclosure requirements of General Regulation N° 104, and does not replace the purpose and scope of the provisions included in the Agreement to Tender, the Stockholders' Agreement, the Put Agreement and the Offering Rights Agreement.

3. CHARACTERISTICS OF THE TENDER OFFER

3.1 *Total Amount of the Tender Offer* . The total amount of the Tender Offer is U.S. \$1,109,600,778, at U.S. \$0.408 per share in D&S, payable in dollars of the United States of America ("*Dollars*") or its equivalent in pesos, national currency ("*Pesos*"), at the average of the exchange rate "Dólar Observado" (observed exchange rate) published by the Chilean Central Bank in the Official Gazette of the Republic of Chile ("*Official Gazette*") for a period of six business trading days ending on the date when the payment is due (according to Section 4.4 below), at the option of the accepting shareholder. If the accepting shareholder does not indicate anything at the moment of accepting the Tender Offer, it shall be understood that it opts for receiving the price in USD. If the option is to receive Pesos, the exchange rate risk shall be assumed by the accepting shareholder.

3.2 *Shares to which the Tender Offer refers and performance of the latter in other markets* . The Tender Offer is for 2,719,609,749 shares of D&S, representing 41.7118% of its capital stock and all of the shares of D&S that are currently not held by Bidder.

The Tender Offer is implemented in Chile. At the same time, the offer to purchase ADSs, that are not held by Bidder, which represent approximately 0.4% of the capital stock of D&S (which percentage is included in the number referenced in the previous paragraph), is being made in the United States in reliance on the exemption from certain requirements of Regulation 14D and Regulation 14E of the U.S. Securities Exchange Act of 1934, as amended, provided by Rule 14d-1. Considering that the shares of D&S are traded on the Latibex in Spain, in order to comply with local applicable rules, the existence of the Tender Offer will be communicated in such country.

3.3 *Amount of shares which are intended to be acquired* . Bidder intends to acquire 2,719,609,749 shares of D&S, representing 41.7118% of its capital stock and all of the shares of D&S that are currently not held by Bidder.

3.4 *Pro-rata Mechanism* . None

3.5 *Effective Term of the Tender Offer* . The Tender Offer shall be in full force and effect for the term of 30 calendar days starting at 00:00 on February 24, 2009 and ending at 24:00 on March 25, 2009 (the “*Expiration Date*”). Although as to the date of this notice of commencement it has not been contemplated the possibility to extend the Tender Offer, Bidder reserves the right to extend its effective term according to Article 205 of the Securities Market Law (the “*Extension*”), which shall be informed by means of advertisements published in the newspapers indicated at the end of this notice of commencement.

3.6 *Date and newspapers for the publication of the outcome of the Tender Offer* . Bidder shall report the outcome of the Tender Offer by publishing a notice (the “*Notice of Outcome*”) the third day following the Expiration Date, or from the last day of the Extension, if applicable, in the newspapers El Mercurio and La Tercera.

3.7 *Shareholders and holders of securities representing shares to which the Tender Offer is addressed* . The Tender Offer is addressed to all the shareholders of D&S.

3.8 *System for the implementation of the transaction* . The operation shall be implemented over the counter, using a software developed, maintained and operated by the Bolsa de Comercio de Santiago – Bolsa de Valores (Santiago Stock Exchange), which is available in its trade counters from Monday to Friday between 9:00 and 17:30, excluding holidays, exception made by the Expiration Date or by the last date of the Extension, if applicable, of the effective term when such system shall be available until 24 hours.

Persons who wish to sell their shares to Bidder under the Tender Offer and shall grant their acceptance during the effective term of the Tender Offer, as indicated Section 5 below.

The acquisition by Bidder of the shares offered shall be executed on the date of the publication of the Notice of Outcome. According to the provisions of Article 212 of the Securities Market Law, the date of the acceptances and the execution date of the transfers of shares shall be the publication date of said Notice of Outcome.

4. PAYMENT TERMS AND CONDITIONS

4.1 *Price* . The total price of the Tender Offer is U.S. \$0.408 per share in D&S (the “*Price*”), payable in USD or its equivalent in Pesos, at the average of the exchange rate “Dólar Observado” (observed exchange rate) published by the Chilean Central Bank on the term of six business trading days ending on the date when the payment is due (according to Section 4.4 below), at the option of the accepting shareholder. If the accepting shareholder does not indicate anything at the moment of accepting the Tender Offer, it shall be understood that it opts for receiving the price in USD. If the shareholder elects to receive Pesos, the exchange rate risk shall be assumed by the accepting shareholder.

4.2 *Control premium* . This offer does not contemplate any control premium because such control is currently held by Bidder. To the necessary extent, it is noted that the price of the Tender Offer is the same as the price of the Offer for Control.

4.3 *Payment conditions* . The Price shall be paid in USD or in Pesos, at the option of the accepting shareholder, by check or electronic transfer of funds. The Price shall not accrue any indexation or interest.

4.4 *Payment term and place* . The Price shall be paid from the fourth trading business day following the publication of the Notice of Outcome, as follows:

(a) to those shareholders who have sold their shares by means of acceptances given to IM Trust S.A. Corredores de Bolsa (“*IM Trust*”), the Price shall be paid by check or electronic transfer to the name of the relevant shareholder, which shall be available for the shareholder or shall be made, as the case may be, from the fourth trading business day following the publication of the Notice of Outcome, at the offices of IM Trust located at Avenida Apoquindo 3721, 9th floor, Las Condes, Santiago; and

(b) to those shareholders who have sold their shares by means of acceptances given to securities broker other than IM Trust, the Price shall be directly paid by the relevant securities broker by check or electronic transfer to the name of the relevant shareholder, which shall be available for the shareholder or shall be made, as the case may be, at the offices of the securities broker on the fourth trading business day following the publication of the Notice of Outcome.

IM Trust shall agree with the other participating stockbrokers the commission to be paid on behalf of Bidder for the orders received from said stockbrokers corresponding to non-institutional investors, which shall be made available to the public in accordance to the regulations applicable to stockbrokers.

5. ACCEPTANCE OF TENDER OFFER

5.1 *Acceptance formalities to be fulfilled and documentation to be presented by the shareholders who accept the Tender Offer* . The shares tendered which correspond to acceptances to the Tender Offer shall be registered in the name of the selling shareholder, fully paid and free of any liens, encumbrances, prohibitions, attachments, litigations, preliminary injunctions, conditions precedent and “resolatory conditions” (condiciones resolutorias), preemptive right or right of first refusal of third parties, third parties’ rights or interests enforceable against Bidder and, in general, any other circumstance that prevents or restricts the free assignment, transfer or ownership thereof (the “Liens”).

Shareholders who wish to accept the Tender Offer shall do so only during the effective term thereof, by means of a written order to sell their shares, subject to the terms and conditions of the Tender Offer. Moreover, the following documents are to be delivered to the securities broker indicated in No. 5.2 below:

(i) the original stock certificate/s held by it and/or a certificate to be issued to such effect by the department of shares in D&S (located at Huérfanos 770, 22 floor, Santiago) evidencing that the stock certificate/s is/are deposited with such company;

(ii) the certificate to be issued to such effect by the department of shares of D&S, evidencing that there is no proof in the corporate records that the shares are subject to any Liens, and thus it is possible to register the same in favor of IM Trust S.A. Corredores de Bolsa (“*IM Trust*”) or the relevant securities broker;

(iii) a copy authenticated by a Notary Public, on both sides, of the individual-shareholder’s identity card, his/her representative, if appropriate, or that of the representative of the shareholder if a company, the original of which shall be shown upon subscription of the acceptance. The fact that it is a true copy of the original shall be authenticated by a Notary Public or verified by the relevant securities broker;

(iv) the original or an authenticated copy of the power of attorney in force which shall contain sufficient powers to act as representative, granted or authenticated before a Notary Public; and

(v) an authenticated copy of the legal background of the shareholder if a company. Furthermore, the accepting shareholder shall have the customer’s card and the custodian agreement executed with the securities broker duly signed along with a good standing certificate in force.

Should a transfer of shares be objected to for any legal reason by the department of shares of D&S and should such objection not be cured within the effective term of the Tender Offer, the relevant acceptance shall be automatically cancelled, and deemed to all effects as never made, and IM Trust or the appropriate securities broker shall return to the shareholder the stock certificate and background furnished, as indicated in number 5.3 below.

The Administradoras de Fondos de Pensiones (Pension Fund Managing Companies) y Administradoras de Fondos Mutuos (Mutual Fund Managing Companies), acting on behalf of the funds managed by them, and other institutional investors who are required to have their investments in their own name until their sale, and who decide to participate in the Tender Offer, shall be governed by those regulatory procedures and mechanisms required by the legislation applicable to their transactions, and shall deliver their acceptance exclusively to IM Trust within the effective term of the Tender Offer or its extension, being not required to deliver a shares transfer form or the shares certificates mentioned in number (i) above. However, such documents shall be delivered to IM Trust along with the payment to the relevant institutional investor of the price for its shares sold under this process.

5.2 Place and term to deliver the acceptance of the Tender Offer . The acceptance of the Tender Offer , as the other documents listed in No. 5.1 above, shall be directly delivered to the IM Trust at the offices located at Avenida Apoquindo 3721, 9th floor, Las Condes, Santiago, or to any other securities broker. Acceptance shall be delivered from Monday to Friday from 09:00 until 17:30 (except on the Expiration Date or the last date of the Extension, if applicable, when the term shall be until 24:00 at the offices of IM Trust), by subscribing at the same time a transfer of shares to IM Trust or to the appropriate securities broker, as the case may be, for the total number of shares intended to be sold.

5.3 Term for restitution of shares . With regard to those shares not acquired by Bidder because they do not conform with the terms and conditions of the Tender Offer, the shares along with all the documents delivered by the shareholders shall be made available to the relevant shareholders immediately, without the shareholders who have accepted the Tender Offer being entitled to any compensation, payment or reimbursement as a consequence thereof, nor shall it imply any obligation or responsibility for Bidder, its attorneys-in-fact, agents, advisors or representatives.

6. REVOCATION OF THE TENDER OFFER

There are no terms, conditions or events that may cause the revocation of the Offer by Bidder.

7. WITHDRAWAL RIGHT

Shareholders who have accepted the Tender Offer may totally or partially withdraw their acceptances by means of a written notice sent to the IM Trust directly (provided they have accepted the Tender Offer through him/it) or to the securities broker through whom they have accepted the Tender Offer, until 24:00 of the Expiration Date or the last they of the Extension, if applicable, provided that IM Trust receives such withdrawal on or before the date and time mentioned above.

Furthermore, should Bidder not publish the Notice of Outcome on the third day following the expiration of the effective term of the Tender Offer, the shareholders may withdraw their acceptances as from such third date until the publication date of such notice.

As soon as IM Trust receives from the respective shareholder, either directly from such shareholder (if it has accepted the Tender Offer through IM Trust) or through the broker through which such shareholder accepted the Tender Offer, a written notice of its intention to withdraw, IM Trust shall return the shares, transfers and other documents received.

8. FINANCING OF THE TENDER OFFER

Bidder shall finance the total amount of the Tender Offer with funds provided by Wal-Mart Stores, Inc., from working capital. The Tender Offer is not subject to obtaining any financing.

9. GUARANTEE

The Tender Offer does not contemplate the existence of any guarantee according to the provisions of Article 204 of the Securities Market Law.

10. MANAGER OF THE TENDER OFFER

Bidder shall act, to all the effects of the Tender Offer, through IM Trust S.A. Corredores de Bolsa, R.U.T. (Taxpayer's Identification Number) No. 96,489,000-5, domiciled at Avenida Apoquindo 3721, 9th floor, Las Condes, Santiago, to the attention of Mr. Vicente Bertrand Donoso.

To these effects, the IM Trust is vested with the following powers: acting as agent for Bidder under the Tender Offer, receiving acceptances from the shareholders, answering all inquiries that may arise regarding the Tender Offer mechanisms and conditions, making transfers to the custody of D&S, rejecting acceptances that fail to comply with the requirements set forth in the Tender Offer and, in general, performing all those activities that are necessary to implement the transaction.

11. INFORMATION PLACES

A copy of the Prospectus is available to the interested parties at the following places:

(i) at Inversiones Australes Tres Limitada, Avenida Apoquindo 3721, office 124, Las Condes, Santiago, from Monday to Friday between 09:00 and 17:30.

(ii) at IM Trust S.A. Corredores de Bolsa, Avenida Apoquindo 3721, 9th floor, Las Condes, Santiago, from Monday to Friday between 09:00 and 17:30; and in the websites www.imtrust.cl or www.opadys.cl.

(iii) at the Superintendencia de Valores y Seguros, Avenida Libertador Bernardo O'Higgins 1449, Santiago, from Monday to Friday between 09:00 and 13:30; and in its website www.svs.cl.

(iv) at the Santiago Stock Exchange, la Bolsa 64, Santiago, from Monday to Friday between 9:00 and 17:30.

(v) at Distribución y Servicio D&S S.A., Avenida Presidente Eduardo Frei Montalva 8301, Quilicura, Santiago, from Monday to Friday between 09:00 and 17:00.

Alternatively, those persons who may need further information may visit the offices of IM Trust S.A. Corredores de Bolsa, located at Avenida Apoquindo 3721, 9th floor, Las Condes, Santiago, or call to the telephone numbers 600 450-1600 and (56 2) 450-1600, from Monday to Friday between 9:00 and 17:30, or write to opadys@imtrust.cl.

Information concerning D&S has been taken from public documents and reports, which have not been independently verified. Bidder assumes no responsibility whatsoever for the truthfulness of such information or D&S's omission to disclose facts that may adversely affect the significance or truthfulness thereof.

Every publication related to the Tender Offer shall be done in the newspapers El Mercurio and La Tercera.

INVERSIONES AUSTRALES TRES LIMITADA

**NOTICE TO U.S. STOCKHOLDERS
OF
DISTRIBUCIÓN Y SERVICIO D&S S.A.**

THE OFFER DESCRIBED IN THIS U.S. SUPPLEMENT AND IN THE ATTACHED CHILEAN PROSPECTUS (THE “PROSPECTUS”) AND NOTICE OF COMMENCEMENT THAT FOLLOW (HEREINAFTER, THE “OFFER” OR “TENDER OFFER”) IS MADE FOR THE SECURITIES OF A COMPANY LOCATED IN CHILE. U.S. STOCKHOLDERS SHOULD BE AWARE THAT THE OFFER IS SUBJECT TO DISCLOSURE REQUIREMENTS OF THE REPUBLIC OF CHILE THAT ARE DIFFERENT FROM THOSE OF THE UNITED STATES.

Dear U.S. Holder of Common Stock and/or American Depositary Shares:

Inversiones Australes Tres Limitada (“Bidder”), an indirectly wholly owned subsidiary of Wal-Mart Stores, Inc. (“Wal-Mart”), is offering to purchase any and all of the outstanding shares of common stock (the “Shares”) and American Depositary Shares (the “ADSs”) of Distribución y Servicio D&S S.A. (the “Company”) that are not owned by the Bidder, including Shares and ADSs owned by holders resident in the United States (“U.S. Holders”), for (i) \$0.408 net per Share, payable in U.S. dollars, or, at the option of a U.S. Holder of Shares, in an equivalent amount in Chilean pesos calculated using the average of the *dólar observado* exchange rates published by the *Banco Central de Chile* in the *Diario Oficial de la Republica de Chile* for the six consecutive business day period ending on the business day that the Offer is paid in Chile (which is four business days after publication of the Notice of Outcome referred to in the Prospectus (the “Payment Date”)) or, as applicable, (ii) \$24.48 net per ADS, payable only in U.S. dollars.

This Offer represents a follow-on Offer to the Bidder’s tender offer that concluded successfully with the publication of the Notice of Outcome dated January 25, 2009 that resulted in the Bidder acquiring directly or indirectly (through ADSs) 58.2882% of the capital stock of the Company. This follow-on Offer therefore relates to 2,719,609,749 shares (including shares subject to ADSs), representing 41.7118% of the outstanding capital stock of the Company.

The follow-on Offer is being made in reliance on the exemption from certain requirements of Regulation 14D and Regulation 14E of the U.S. Securities Exchange Act of 1934, as amended, provided by Rule 14d-1(c). Accordingly, we are providing you with this U.S. Supplement because the follow-on Offer is subject to disclosure requirements and takeover laws and regulations of the Republic of Chile that are different from those of the United States. As such, the Prospectus and Notice of Commencement accompanying this U.S. Supplement have been prepared in accordance with Chilean format and style that differ from the format and style typically used in offering documents filed with the U.S. Securities and Exchange Commission, and this U.S. Supplement is designed to assist U.S. Holders to better understand the follow-on Offer and to assist U.S. Holders in deciding whether to participate in the follow-on Offer.

We urge you to read carefully the following U.S. Supplement, which is provided for the benefit of U.S. Holders and holders of ADSs, and the accompanying Prospectus and Notice of Commencement, because the information in this U.S. Supplement alone does not contain all of the information you should consider before tendering your Shares and ADSs. Additional important information is contained in the accompanying Prospectus and Notice of Commencement, and in the Form of Acceptance and ADS Letter of Transmittal related to this U.S. Supplement.

Kind regards,

Inversiones Australes Tres Limitada

Wal-Mart Stores, Inc.

<p>THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, CHILEAN TIME, WHICH CORRESPONDS TO 10:00 P.M. NEW YORK CITY TIME, ON MARCH 25, 2009, UNLESS THE OFFER IS EXTENDED</p>
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This transaction has not been approved or disapproved by the U.S. Securities and Exchange Commission (the “Commission”), or any state securities commission, the *Superintendencia de Valores y Seguros* (the “SVS”) or the securities regulatory authorities of any other jurisdiction, nor has the Commission, or any state securities commission, the SVS or the securities regulatory authorities of any other jurisdiction passed upon the fairness or merits of such transaction nor upon the accuracy or adequacy of the information contained in this document. Any representation to the contrary is unlawful.

This U.S. Supplement, the Prospectus and Notice of Commencement contain “forward-looking” statements. Those forward-looking statements include, but are not limited to, statements as to plans for the Company, statements as to expectations regarding whether the Offer will be consummated on schedule or at all, and statements as to the funding of future expenditures and investments. Those forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from those expressed in those forward-looking statements. Such factors include, but are not limited to, the effect of general economic conditions, changes in interest rates or currency exchange rates, the behavior of other market participants and the actions of government regulators. The Bidder does not undertake any obligation to release publicly any revisions to those forward-looking statements to reflect events or circumstances after the date of this U.S. Supplement, Prospectus and Notice of Commencement or to reflect the occurrence of unanticipated events, except as may be required under applicable securities laws.

SUMMARY

The following are answers to some of the questions you, as a U.S. Holder of Shares and/or ADSs, may have concerning the Offer.

Who is offering to buy my securities?

Bidder is offering to buy your securities. We are a limited liability company (*sociedad de responsabilidad limitada*) organized and existing under the laws of the Republic of Chile. As a result of its initial tender offer that was completed in January 2009, Bidder currently owns 58.2882% of the Company's common stock. Bidder is an indirectly wholly owned subsidiary of Wal-Mart, a publicly held stock corporation organized and existing under the laws of the State of Delaware in the United States. Wal-Mart is the world's largest retailer as measured by total net sales and operates in all 50 states of the United States, Argentina, Brazil, Canada, China, Costa Rica, El Salvador, Guatemala, Honduras, Japan, Mexico, Nicaragua, Puerto Rico and the United Kingdom, and through a joint venture, in India. As a result of its ownership stake in the Company resulting from the initial tender offer, Wal-Mart also operates in Chile.

What are the classes and amounts of securities sought in the Offer in the U.S.?

We are offering to purchase any and all of the outstanding Shares held by U.S. Holders, and any and all of the outstanding ADSs, that are not owned by Bidder.

Why are you offering to purchase the Shares and/or ADSs?

This Offer is a means to increase Bidder's ownership stake in the Company. In addition, this Offer is being made pursuant to the requirements of Chilean corporate law, which provide that if a purchaser or any group of which a purchaser is deemed to be a part for such purposes gain possession of $66 \frac{2}{3}$ % or more of the issued shares with voting rights of a public company, the purchaser is obliged to make a tender offer for the remaining shares.

How much are you offering to pay, what is the form of payment and will I have to pay any fees or commissions?

We are offering to pay, net to you in cash and without any interest, (i) \$0.408 per Share, payable in U.S. dollars or, at the option of a U.S. Holder of Shares, in an equivalent amount in Chilean pesos calculated using the average of the *dólar observado* exchange rates published by the *Banco Central de Chile* in the *Diario de La Republica de Chile* for the six business day period ending on the Payment Date or, as applicable, (ii) \$24.48 per ADS, payable only in U.S. dollars. If you are the record owner of your Shares or your ADSs and you tender your Shares or your ADSs to us, you will not have to pay brokerage fees or similar expenses. If you own your Shares or your ADSs through a broker or other nominee, and your broker or nominee tenders your Shares or your ADSs on your behalf, your broker or nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any charges will apply.

Do you have the financial resources to make payment?

The amount of funds needed to purchase all of the Shares and ADSs in the Offer is estimated at approximately US\$1.110 billion. The Offer is not conditioned upon any financing arrangements. Wal-Mart and/or its affiliates currently intend to provide Bidder with the necessary funds from working capital.

Is your financial condition relevant to my decision to tender in the Offer?

We do not believe that our financial condition, or the financial condition of Wal-Mart, is relevant to your decision whether to tender your Shares and/or your ADSs and accept the Offer because:

- the form of payment that you will receive consists solely of cash and, if you tender into the Offer and receive payment for your Shares and/or your ADSs, you will have no continuing equity interest in the Company or in Wal-Mart or any of its other affiliates;

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- the Offer is not subject to any financing condition; and
 - the Offer is being commenced for all of the outstanding Shares and ADSs that are not owned by Bidder.

Does the Company support the Offer?

As of the date hereof, the Board of Directors of the Company has not taken a position with respect to the Offer. The laws of the Republic of Chile do not require that the Board of Directors of the Company take any position with respect to the Offer, except that each member of the Board of Directors has to deliver, within five business days from the commencement of the Offer, an opinion as to whether tendering into the Offer is in the best interest of holders of Shares.

How long do I have to decide whether to tender in the Offer?

The Offer and withdrawal rights will expire at 12:00 midnight, Chilean time, which corresponds to 10:00 p.m. New York City time, on March 25, 2009, unless the Offer is extended. There is no guaranteed delivery procedure for the tendering of Shares or ADSs into the Offer.

Can the Offer be extended and under what circumstances?

Yes. Under Chilean law, the Offer may be extended one time for a period of between 5 to 15 calendar days. The maximum time period that a Chilean tender offer can remain open is 45 calendar days. We expressly reserve the right, in our sole discretion but subject to applicable law, to extend the period of time during which the Offer remains open.

How will I be notified if the Offer is extended?

If we extend the Offer, we will inform Georgeson Inc, our Information Agent, IM Trust S.A. Corredores de Bolsa (“IM Trust”), who is acting as the share receiving agent (the “Share Receiving Agent”), and Computershare Trust Company, NA (“Computershare”), who is acting as the ADS receiving agent (the “ADS Receiving Agent”) for the tender of ADSs and the forwarding agent (the “Forwarding Agent”) for the tender of Shares. We also will make a public announcement of the extension.

How do I tender my Shares in the Offer?

U.S. Holders who wish to tender their shares in the Offer must comply with requirements set forth below under the caption “Procedures for Accepting the Offer — U.S. Holders of Shares.”

How do I tender my ADSs in the Offer?

U.S. Holders who wish to tender their ADSs in the Offer must comply with the requirements set forth below under the caption “Procedures for Accepting the Offer — Holders of ADSs.”

Until what time can I withdraw previously tendered ADSs or Shares of the Company?

You can withdraw ADSs or Shares from the Offer at any time until midnight Chilean time on the expiration date which corresponds to 10:00 p.m. New York City time on March 25, 2009. Furthermore, should Bidder not publish the Notice of Outcome on the third day following the expiration of the Offer, holders may withdraw their acceptances from such third date until the publication date of such notice.

How do I withdraw previously tendered Shares and/or ADSs?

To withdraw Shares or ADSs, you must deliver a written notice of withdrawal, or a copy of one, with the required information to the Share Receiving Agent or the ADS Receiving Agent, as applicable, while you still have the right to withdraw the Shares or ADSs. Withdrawn Shares and ADSs may be retendered by again following one of the procedures described in this U.S. Supplement and in the Prospectus and Notice of Commencement, at any time until the Offer has expired.

When and how will I be paid for my tendered Shares and/or ADSs?

Upon the terms and subject to the conditions of the Offer, the Bidder will accept for payment and pay for all Shares and ADSs validly tendered before the scheduled expiration date of the Offer and not properly withdrawn.

Payment will be made starting on the fourth business day after the publication of the Notice of Outcome, which shall be published three days after the expiration of the Offer.

We will pay for your Shares and/or ADSs that are validly tendered and not properly withdrawn by depositing the purchase price with the Share Receiving Agent or the ADS Receiving Agent, as applicable, which will act as receiving agent for the purpose of receiving payments from us and transmitting such payments to you. In all cases, payment for tendered Shares will be made only after timely receipt by the Share Receiving Agent of a properly completed and duly executed Form of Acceptance and other documents as set forth in the Prospectus. Payment for tendered ADSs will be made only after timely receipt by the ADS Receiving Agent of certificates for such ADSs and a properly completed and duly executed ADS Letter of Transmittal and any other required documents as set forth in the Prospectus (or of a confirmation of a book-transfer of such ADSs).

Do I have statutory put rights?

No. You do not have any statutory put rights under Chilean law.

Do I have statutory appraisal rights in the Offer?

No. Chilean corporate law does not provide for appraisal rights in the case of a tender offer. However, it does provide that if Bidder or any group of which Bidder is deemed to be a part gains possession of $66 \frac{2}{3} \%$ or more of the issued shares with voting rights of a public company, Bidder will be obliged to make a tender offer for the remaining shares. The price offered for the shares in such subsequent tender offer cannot be lower than the U.S. dollar price applicable to the transaction giving rise to Bidder gaining possession of $66 \frac{2}{3} \%$ or more of the issued shares with voting rights. This follow-on Offer is being effected in accordance with such requirements under Chilean law.

Will the Offer be followed by a merger?

Bidder does not have any present plans to effect a merger following the completion of the Offer.

What could happen to any Shares or ADSs of the Company remaining after the Offer?

Bidder is seeking any and all of the Shares that it does not currently own, including Shares represented by the ADSs, in the Offer. However, there may be Shares and ADSs of the Company that remain outstanding following completion of the Offer. We do not have any current plans to effect a merger of the Company following the completion of the Offer. Bidder may, however, from time to time seek (or cause one of its affiliates to seek) to acquire additional outstanding Shares or ADSs not owned by Bidder and its affiliates, including, subject to applicable law, by means of one or more tender offers, open market purchases or negotiated transactions.

If I decide not to tender, how will the Offer affect my Shares and/or ADSs?

In light of the high rate of tender into the initial tender offer, investors should consider that the recent public trading market in the United States has been limited and may be reduced further as a result of this Offer. In fact, since the Company had an insufficient number of ADSs held by non-affiliates of the Company following the Bidder's initial tender offer to satisfy continued listing standards of the New York Stock Exchange ("NYSE"), the NYSE delisted the ADSs effective as of February 9, 2009. As a result, holders of ADSs should carefully consider whether to surrender ADSs for underlying common stock or participate in this follow-on Offer. Similarly, as previously disclosed, the initial tender offer has substantially reduced the number of Shares currently held by the public. After this follow-on Offer, the number of Shares which are still in the hands of the public may be so small that there may no longer be an active public trading market (or, possibly, there may not be any public trading market) for the Shares. If an active trading market for the ADSs does not resume or if an active trading market for the Shares is not maintained, the market price and liquidity of the ADSs or Shares may be adversely affected. In that case, you may not be able to sell your ADSs or Shares at a particular time, or you may not be able to sell your ADSs or common stock at an active market generated price or at all.

Will the Company continue as a public company?

The NYSE delisted the ADSs effective as of February 9, 2009 since the Company had an insufficient number of ADSs held by non-affiliates following the Bidder's initial tender offer to satisfy continued listing standards of the NYSE. Although there are no present plans to do so, if permitted by applicable laws and rules of the Commission, and depending on the level of acceptance of the follow-on Offer, upon consummation of the follow-on Offer, Bidder and its affiliates may consider causing the Company to effect one or more of the following (a) suspend the Company's obligation to file reports under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), until termination of registration thereunder, (b) terminate the registration of the ADSs and common stock under the U.S. federal securities laws or (c) terminate the Company's ADS facility.

Following completion of the initial tender offer, Bidder beneficially owned approximately 58.2882% of the Shares, Felipe Ibáñez Scott and Nicolás Ibáñez Scott and their affiliates, who controlled the Company prior to the initial tender offer, together beneficially owned approximately 40.0886% of the Shares. After the follow-on Offer, an evaluation of the number of ADSs outstanding will be conducted, the potential for conversion of ADSs to common stock will be evaluated and an analysis of the number of holders of ADSs, as well as the number of holders of Shares, will be conducted. Although there are no present plans to do so, if permitted by applicable laws and rules of Chilean authorities, and depending on the level of acceptance of the follow-on Offer and the resulting number of holders of Shares, Bidder and its affiliates may propose that the Company and its shareholders consider terminating the Company's listing and public company status in Chile. In that circumstance, if you continue to hold ADSs or Shares, there will be no trading market, and you likely will be unable to sell such securities at an active market generated price or possibly at all. The likely limited trading market following the Offer and the possibility in certain circumstances of future action by the Company to terminate listing and public company status should be taken into account in deciding whether to participate in the follow-on Offer.

What are the material U.S. federal income tax consequences if I tender my Shares and/or ADSs?

Generally, if you are a U.S. Security Holder (as defined below under the caption "U.S. Federal Income Tax Consequences"), you will be subject to U.S. federal income taxation when you receive cash from us in exchange for the Shares and/or ADSs you tender and you may be subject to applicable state or local law. If you are a U.S. Security Holder who is tendering Shares (but not ADSs) you may also be subject to Chilean income taxation when you receive cash from us in exchange for the Shares. You should consult your tax advisor about the particular effect the Offer will have on you.

Who can I talk to if I have questions about the Offer?

You can call Georgeson Inc., our Information Agent, toll free at (888) 350-3512.

The attached Prospectus and Notice of Commencement and the Form of Acceptance and ADS Letter of Transmittal related to this U.S. Supplement contain important information and should be read carefully in their entirety before any decision is made with respect to the Offer.

Mechanics for Accepting and Tendering Shares /ADSs by U.S. Holders

Acceptance for Payment.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Bidder will accept for payment and pay for all Shares and ADSs validly tendered before the scheduled expiration date of the Offer and not properly withdrawn. For purposes of the Offer, Bidder shall be deemed to have accepted for payment tendered Shares and ADSs when and if Bidder gives oral or written notice to the Share Receiving Agent and the ADS Receiving Agent, as applicable, of its acceptance of the tenders of such Shares and ADSs. Payment for Shares and ADSs accepted for payment pursuant to the Offer will be made by deposit of the purchase price with the Share Receiving Agent, which will act as agent for the tendering holders of Shares or the ADS Receiving Agent, which will act as agent for the tendering holders of ADSs, as applicable, for the purpose of receiving payments from Bidder and transmitting such payments to tendering holders of Shares and holders of ADSs, as the case may be. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Share Receiving Agent of a properly completed and duly executed Form of Acceptance and all required documents set forth in the Prospectus. Payment for ADSs accepted for payment pursuant to the Offer will be made only after timely receipt by the ADS Receiving Agent of ADRs evidencing such tendered ADSs or book-entry transfer of such tendered ADSs, together with a properly completed and duly executed ADS Letter of Transmittal or an Agent's Message (as defined below) confirming transfer of such tendered ADSs into the ADS Receiving Agent's account at the Book-Entry Transfer Facility. Under no circumstances will interest be paid by Bidder on the purchase price paid for Shares and ADSs pursuant to the Offer regardless of any delay in making such payments or extension of the expiration date.

If any tendered Shares and/or ADSs are not purchased pursuant to the Offer for any reason pursuant to the terms and conditions of the Offer, or if certificates are submitted for more Shares and/or ADSs than are tendered, certificates for such unpurchased or untendered Shares and/or ADSs will be returned (or, in the case of ADSs tendered by book-entry transfer, such ADSs will be credited to the appropriate account), without expense to the tendering holder, promptly following the expiration or termination of the Offer.

Bidder's acceptance for payment of the Shares and/or ADSs tendered pursuant to the Offer will constitute a binding agreement between each tendering holder of Shares and/or ADSs and Bidder upon the terms and subject to the conditions of the Offer. If you are in any doubt about the procedures for tendering your Shares and/or ADSs into the Offer, please telephone the Information Agent at its telephone number.

Procedures for Accepting the Offer — U.S. Holders of Shares.

Any U.S. Holder who holds Shares and who desires to accept the Offer in respect of all or any portion of such holder's Shares should do as follows:

U.S. Holders who wish to accept the Offer must tender their Shares prior to the expiration of the Offer, 12:00 midnight, Chilean time, which corresponds to 10:00 p.m. New York City time, on March 25, 2009, unless the Offer is extended.

Shares accepted in the Offer must be registered in the name of the holder, fully paid and free of any liens.

U.S. Holders of Shares who wish to accept the Offer shall do so only during the effective term thereof, by means of a written order to sell their Shares, subject to the terms and conditions of the Offer, which shall be directly delivered to the Share Receiving Agent or the Forwarding Agent, who in turn shall deliver them to the

Share Receiving Agent. Acceptance shall be delivered from Monday to Friday from 9:00 a.m. until 5:30 p.m. Chilean time (except on the expiration date, when the term shall be until 12:00 midnight Chilean time), by delivering a Form of Acceptance to the Share Receiving Agent, for the total number of Shares intended to be sold.

A properly completed and duly executed Form of Acceptance (or copy thereof, provided the signature is original) and other documents required by the Form of Acceptance must be received by the Share Receiving Agent at its addresses set forth on the back cover of the U.S. Supplement.

Moreover, the following documents are to be delivered to the Share Receiving Agent:

(i) the original stock certificate/s held by it and/or a certificate to be issued to such effect by the department of shares in the Company evidencing that the stock certificates is/are deposited with the Company;

(ii) the certificate to be issued to such effect by the department of shares of the Company, evidencing that there is no proof in the corporate records that the shares are subject to any liens, and thus it is possible to register the same in favor of the Share Receiving Agent;

(iii) a copy authenticated by a Notary Public, on both sides, of the individual-stockholder's identity card, his/her representative, if appropriate, or that of the representative of the shareholder if a company, the original of which shall be shown upon subscription of the acceptance. The fact that it is a true copy of the original shall be authenticated by a Notary Public or verified by the relevant securities broker;

(iv) the original or an authenticated copy of the power of attorney in force which shall contain sufficient powers to act as representative, granted or authenticated before a Notary Public; and

(v) an authenticated copy of the legal background of the stockholder if a company. Furthermore, the accepting stockholder shall have the customer's card and the custodian agreement executed with the securities broker duly signed along with a good standing certificate in force.

Should a transfer of Shares be objected to for any legal reason by the department of shares of the Company and should such objection not be cured within the effective term of the Offer, the relevant acceptance shall be automatically cancelled, and deemed to all effects as never made, and the Share Receiving Agent or the appropriate securities broker shall return to the holder the stock certificate and background furnished, without the stockholder being entitled to any compensation, payment or reimbursement, nor shall it imply any obligation or responsibility for Bidder, its attorneys-in-fact, agents, advisors or representatives.

Form of Acceptance. Each U.S. Holder of Shares by whom or on whose behalf a Form of Acceptance is executed irrevocably undertakes, represents, warrants and agrees to and with Bidder (so as to bind the holder and the holder's personal representatives, heirs, successors and assigns) to the following effect:

(a) that the execution of a Form of Acceptance shall constitute: (i) an acceptance of the Offer in respect of the number of Shares identified in the Form of Acceptance; and (ii) an undertaking to execute all further documents and give all further assurances which may be required to enable Bidder to obtain the full benefit of ownership and/or perfect any of the authorities expressed to be given hereunder, on and subject to the terms set out or referred to in this U.S. Supplement and Prospectus and the Form of Acceptance and that each such acceptance shall be irrevocable; and

(b) that the Shares in respect to which the Offer is accepted or deemed to be accepted are fully paid and non-assessable, sold free from all liens, equities, charges and encumbrances and together with all rights now or hereafter attaching thereto, including voting rights and the right to all dividends, other distributions and interest payments hereafter declared, made or paid.

U.S. Forwarding Agent. Computershare has agreed to act as the Forwarding Agent and as such will accept tenders of Shares in the U.S. on behalf of the Share Receiving Agent and will transfer the documents so received to the Share Receiving Agent promptly upon receipt at the risk of the tendering holder.

If U.S. Holders of Shares utilize the services of the Forwarding Agent they should deliver their tendered Shares to the Forwarding Agent no later than five days prior to the expiration date to allow the tendered Shares to be forwarded to the Share Receiving Agent prior to the expiration date.

Partial Tenders. If fewer than all of the Shares delivered to the Share Receiving Agent are to be tendered, the holder thereof should so indicate in the Form of Acceptance by filling in the number of Shares which are to be tendered in the box entitled “Number of Shares Tendered.”

All Shares delivered to either the Forwarding Agent or the Share Receiving Agent will be deemed to have been tendered unless otherwise indicated. See Instruction 1 of the Form of Acceptance.

No Guaranteed Delivery of Shares. There is no guaranteed delivery procedure for the tendering of Shares into the Offer.

The method of delivery of Shares and all other required documents is at the option and risk of the tendering U.S. Holders of Shares and the delivery will be deemed made only when actually received by the Share Receiving Agent. Sufficient time should be allowed to ensure a timely delivery to the Share Receiving Agent.

Acceptance of Offer and Representations by Holder. The tender of Shares pursuant to any one of the procedures described above will constitute the tendering holder’s acceptance of the Offer, as well as the tendering holder’s representation and warranty that (a) such holder owns the Shares being tendered within the meaning of Rule 14e-4 promulgated under the Exchange Act, (b) the tender of such Shares complies with Rule 14e-4, (c) such holder is a U.S. Holder, and (d) such holder has the full power and authority to tender and assign the Shares tendered, as specified in the Form of Acceptance. Bidder’s acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering holder and Bidder pursuant to the terms of the Offer.

Matters Concerning Validity, Eligibility and Acceptance. All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Bidder, in its sole discretion, which determination shall be final and binding. Bidder reserves the absolute right to reject any or all tenders of Shares determined by it not to be in proper form or the acceptance for payment of or payment for which may, in the opinion of Bidder’s counsel, be unlawful. Bidder also reserves the absolute right to waive any defect or irregularity in any tender of Shares. None of the Bidder or the Forwarding Agent or any other person will be under any duty to give notification of any defect or irregularity in tenders or incur any liability for failure to give any such notification.

Appointment as Attorney-in-Fact and Proxy. By executing the Form of Acceptance as set forth above, the tendering holder of Shares irrevocably appoints the designee of Bidder as attorney-in-fact and proxy of such holder, with full power of substitution, to vote the Shares as in such manner as each such attorney-in-fact and proxy (or any substitute thereof) will deem proper in its sole discretion, and to otherwise act (including pursuant to written consent) to the full extent of such holder’s rights with respect to the Shares (and any and all securities or rights issued or issuable in respect of such Shares on or after February 23, 2009 (collectively, the “Share Distributions”)) tendered by such holder and accepted for payment by Bidder prior to the time of such vote or action. All such proxies and powers of attorney will be considered coupled with an interest in the tendered Shares and will be irrevocable and are granted in consideration of, and are effective upon, the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment by Bidder will revoke, without further action, any other proxy or power of attorney granted by such holder at any time with respect to such Shares and all Share Distributions and no subsequent proxies or powers of attorney may be given or written consent executed (or, if given or executed, will not be deemed effective) with respect thereto by such holder.

Backup U.S. Federal Income Tax Withholding. Under U.S. federal income tax law, the Share Receiving Agent may be required to withhold and pay over to the U.S. Internal Revenue Service a portion of the amount of any payments made pursuant to the Offer. To avoid backup withholding, unless an exemption applies, a holder of Shares that is a U.S. Security Holder (as defined below under the caption “U.S. Federal Income Tax Consequences”) must provide the Share Receiving Agent with the holder’s correct taxpayer identification number (“TIN”) and certify under penalty of perjury that the TIN is correct and that the holder is not subject to backup withholding by completing the Substitute Form W-9 in the Form of Acceptance. If a U.S. Security Holder does not provide its correct TIN or fails to provide the certifications described above, the U.S. Internal Revenue Service may impose a penalty on the holder, and any payment made to the holder pursuant to the Offer may be subject to backup withholding. All U.S. Security Holders surrendering Shares pursuant to the Offer should complete and sign the Substitute Form W-9 included in the Form of Acceptance to provide the information and certifications necessary to avoid backup withholding (unless an applicable exemption exists and is proved in a manner satisfactory to the Share Receiving Agent).

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from payments made to a U.S. Security Holder may be refunded or credited against the U.S. Security Holder’s federal income tax liability, if any, provided that the required information is properly furnished to the U.S. Internal Revenue Service.

Procedures for Accepting the Offer — Holders of ADSs.

To tender ADSs pursuant to the Offer:

(a) (i) a properly completed and duly executed ADS Letter of Transmittal (or copy thereof, provided the signature is original) and all other documents required by the ADS Letter of Transmittal must be received by the ADS Receiving Agent at one of its addresses set forth on the back cover of this U.S. Supplement and (ii) ADRs for the ADSs to be tendered must be received by the ADS Receiving Agent at one of such addresses by the expiration date; or

(b) a holder’s ADSs must be delivered pursuant to the procedures for book-entry transfer described below (and a properly completed and duly executed ADS Letter of Transmittal (or copy thereof, provided the signature is original), unless an Agent’s Message (as defined below) confirming such delivery is received by the ADS Receiving Agent) by the expiration date.

The term “Agent’s Message” means a message, transmitted by the Book-Entry Transfer Facility (as defined below) to and received by the ADS Receiving Agent and forming a part of a book-entry confirmation which states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant tendering the ADSs which are the subject of such book-entry confirmation that such participant has received and agrees to be bound by the terms of the ADS Letter of Transmittal and that Bidder may enforce such agreement against such participant.

Book-Entry Delivery. The ADS Receiving Agent will establish an account with respect to the ADSs at The Depository Trust Company (“Book-Entry Transfer Facility”) for purposes of the Offer within two business days after the date of the Prospectus, and any financial institution that is a participant in the system of the Book-Entry Transfer Facility may make book-entry delivery of ADSs by causing the Book-Entry Transfer Facility to transfer such ADSs into the ADS Receiving Agent’s account in accordance with the procedures of the Book-Entry Transfer Facility. However, although delivery of ADSs may be effected through book-entry transfer, a properly completed and duly executed ADS Letter of Transmittal or an Agent’s Message and any other required documents must, in any case, be received by the ADS Receiving Agent at one of its addresses set forth on the back cover of this U.S. Supplement prior to the expiration date. Delivery of the ADS Letter of Transmittal and any other required documents or instructions to the Book-Entry Transfer Facility does not constitute delivery to the ADS Receiving Agent. If tender is made by Book-Entry Transfer Facility, the ADS Letter of Transmittal must be delivered by means of Agent’s Message.

Partial Tenders. If fewer than all of the ADSs evidenced by ADRs delivered to the ADS Receiving Agent are to be tendered, the holder thereof should so indicate in the ADS Letter of Transmittal by filling in the number of ADSs which are to be tendered in the box entitled “Number of ADSs Tendered” in the ADS Letter of Transmittal. In such case, a new ADR for the untendered ADSs represented by the old ADR will be sent to the person(s) signing such ADS Letter of Transmittal (or delivered as such person properly indicates thereon) as promptly as practicable following the date the tendered ADSs are accepted for payment.

All ADSs delivered to the ADS Receiving Agent will be deemed to have been tendered unless otherwise indicated. See Instruction 4 of the ADS Letter of Transmittal.

No Guaranteed Delivery of ADSs. There is no guaranteed delivery procedure for the tendering of ADSs into the Offer.

Signature Guarantees. Except as otherwise provided in the next sentence, all signatures on an ADS Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) which is a participant in the Security Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program (each, an “Eligible Institution”). Signatures on an ADS Letter of Transmittal need not be guaranteed (a) if the ADS Letter of Transmittal is signed by the registered holder(s) of the ADSs tendered therewith and such holder(s) have not completed the box entitled “Special Issuance Instructions” on the ADS Letter of Transmittal or (b) if such ADSs are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the ADS Letter of Transmittal.

Other Requirements. Notwithstanding any other provisions hereof, payment for ADSs accepted for payment pursuant to the Offer will, in all cases, be made only after receipt by the ADS Receiving Agent of ADRs evidencing such ADSs or book-entry transfer of such ADSs, a properly completed and duly executed ADS Letter of Transmittal (or a copy thereof, provided the signature is original) or an Agent’s Message, together with any required signature guarantees and any other documents required by the ADS Letter of Transmittal. Under no circumstances will interest be paid on the price to be paid by Bidder, regardless of any extension of the Offer or any delay in making such payment.

The method of delivery of ADSs and all other required documents, including through the Book-Entry Transfer Facility, is at the option and risk of the tendering holders of ADSs and the delivery will be deemed made only when actually received by the ADS Receiving Agent (including, in the case of book-entry transfer, by book-entry confirmation). In all cases, sufficient time should be allowed to ensure a timely delivery. Registered mail with return receipt requested, properly insured, is recommended for ADSs sent by mail.

Acceptance of Offer and Representations by Holder. The tender of ADSs pursuant to any one of the procedures described above will constitute the tendering holder’s acceptance of the Offer, as well as the tendering holder’s representation and warranty that (a) such holder owns the ADSs being tendered within the meaning of Rule 14e-4 promulgated under the Exchange Act, (b) the tender of such ADSs complies with Rule 14e-4, and (c) such holder has the full power and authority to tender and assign the ADSs tendered, as specified in the ADS Letter of Transmittal. Bidder’s acceptance for payment of ADSs tendered pursuant to the Offer will constitute a binding agreement between the tendering holder of ADSs and Bidder containing the terms of the Offer.

Matters Concerning Validity, Eligibility and Acceptance. All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any tender of ADSs will be determined by Bidder, in its sole discretion, which determination shall be final and binding on all parties. Bidder reserves the absolute right to reject any or all tenders of ADSs determined by it not to be in proper form or if the acceptance for payment of, or payment for, such ADSs may, in the opinion of Bidder’s counsel, be unlawful. Bidder also reserves the absolute right to waive any defect or irregularity in any tender of ADSs, whether or not similar defects or irregularities are waived in the case of other holders. No tender of ADSs will be deemed to

have been validly made until all defects and irregularities have been cured or waived. None of the Bidder, the ADS Receiving Agent or any other person will be under any duty to give notification of any defect or irregularity in tenders or incur any liability for failure to give any such notification. Bidder's interpretation of the terms and conditions of the Offer (including the ADS Letter of Transmittal and the instructions thereto) will be final and binding on all parties.

Appointment as Attorney-in-Fact and Proxy. By executing the ADS Letter of Transmittal (or delivering an Agent's Message) as set forth above, the tendering holder of ADSs irrevocably appoints designee of Bidder set forth therein as attorney-in-fact and proxy of such holder, with full power of substitution, to vote the ADSs as in such manner as each such attorney-in-fact and proxy (or any substitute thereof) will deem proper in its sole discretion, and to otherwise act (including pursuant to written consent) to the full extent of such holder's rights with respect to the ADSs (and any and all securities or rights issued or issuable in respect of such ADS on or after February 23, 2009 (collectively, the "ADS Distributions")) tendered by such holder and accepted for payment by Bidder prior to the time of such vote or action. All such proxies and powers of attorney will be considered coupled with an interest in the tendered ADSs and will be irrevocable and are granted in consideration of, and are effective upon, the acceptance for payment of such ADSs and all ADS Distributions in accordance with the terms of the Offer. Such acceptance for payment by Bidder will revoke, without further action, any other proxy or power of attorney granted by such holder at any time with respect to such ADSs and all ADS Distributions and no subsequent proxies or powers of attorney may be given or written consent executed (or, if given or executed, will not be deemed effective) with respect thereto by such holder.

Backup U.S. Federal Income Tax Withholding. Under U.S. federal income tax law, the ADS Receiving Agent may be required to withhold and pay over to the U.S. Internal Revenue Service a portion of the amount of any payments made pursuant to the Offer. To avoid backup withholding, unless an exemption applies, a holder of ADSs that is a U.S. Security Holder (as defined below under the caption "U.S. Federal Income Tax Consequences") must provide the ADS Receiving Agent with the holder's correct taxpayer identification number ("TIN") and certify under penalty of perjury that the TIN is correct and that the holder is not subject to backup withholding by completing the Substitute Form W-9 in the ADS Letter of Transmittal. If a U.S. Security Holder does not provide its correct TIN or fails to provide the certifications described above, the U.S. Internal Revenue Service may impose a penalty on the holder, and any payment made to the holder pursuant to the Offer may be subject to backup withholding. All U.S. Security Holders surrendering Shares or ADSs pursuant to the Offer should complete and sign the Substitute Form W-9 included in the ADS Letter of Transmittal to provide the information and certifications necessary to avoid backup withholding (unless an applicable exemption exists and is proved in a manner satisfactory to the ADS Receiving Agent).

Certain holders (including, among others, all corporations and certain foreign individuals and foreign entities) may not be subject to backup withholding. Non-U.S. Security Holders should complete and sign the appropriate Form W-8 (a copy of which may be obtained from the ADS Receiving Agent) in order to avoid backup withholding. These holders should consult a tax advisor to determine which Form W-8 is appropriate. See the ADS Letter of Transmittal for more information.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from payments made to a U.S. Security Holder may be refunded or credited against the U.S. Security Holder's U.S. federal income tax liability, if any, provided that the required information is properly and timely furnished to the U.S. Internal Revenue Service.

Bidder's acceptance for payment of the ADSs tendered pursuant to the Offer will constitute a binding agreement between each tendering holder of ADSs and Bidder upon the terms and subject to the conditions of the Offer. If you are in any doubt about the procedures for tendering your ADSs into the Offer, please telephone the Information Agent at its telephone number.

If you are in any doubt about the procedures for tendering ADSs, please telephone the Information Agent at its telephone number set forth on the back cover of this U.S. Supplement.

Withdrawal Rights. Tenders of Shares and ADSs made pursuant to the Offer may be withdrawn at any time prior to the expiration date. Furthermore, should Bidder not publish the Notice of Outcome on the third day following the expiration of the Offer, holders may withdraw their acceptances from such third date until the publication date of such notice.

If Bidder extends the period of time during which the Offer is open, is delayed in accepting for payment or paying for Shares and ADSs, or is unable to accept for payment or pay for Shares and ADSs pursuant to the Offer for any reason, then, without prejudice to Bidder's rights under the Offer but subject to Bidder's obligations under the Exchange Act, the Share Receiving Agent or the ADS Receiving Agent may, on behalf of Bidder retain all Shares and ADSs tendered, and such Shares and ADSs may not be withdrawn except as otherwise provided in this section. Any such delay will be an extension of the Offer to the extent required by law.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Share Receiving Agent or the ADS Receiving Agent, as applicable, at one of their respective addresses set forth on the back cover of this U.S. Supplement. Any such notice of withdrawal must specify the name of the person who tendered the Shares or ADSs to be withdrawn and the number of Shares or ADSs to be withdrawn and the name of the registered holder, if different from that of the person who tendered such Shares or ADSs. If the Shares or ADSs to be withdrawn have been delivered to the Share Receiving Agent or the ADS Receiving Agent, as applicable, a signed notice of withdrawal (with such signature guaranteed by an Eligible Institution in the case of ADSs except for ADSs tendered by an Eligible Institution) must be submitted prior to the release of such Shares or ADSs. Such notice must also specify, in the case of Shares or ADSs tendered by delivery of certificates, the serial numbers shown on the particular *títulos* (certificates of title) or ADRs evidencing the Shares or ADSs to be withdrawn or, in the case of ADSs tendered by book-entry transfer, the name and number of the account to be credited with the withdrawn ADSs. In addition, ADSs tendered by the book-entry transfer may be withdrawn only by means of the withdrawal procedures made available by the Book-Entry Transfer Facility and must comply with the Book-Entry Transfer Facility's procedures. Withdrawals may not be rescinded, and ADSs withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn ADSs may be retendered by again following one of the procedures described above as applicable, at any time prior to the expiration date.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Bidder, in its sole discretion, which determination shall be final and binding. None of the Bidder, the Share Receiving Agent, the ADS Receiving Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or incur any liability for failure to give any such notification.

Certain Material Tax Considerations. The following describes certain material U.S. federal and Chilean income tax consequences of certain sales of Shares and/or ADSs pursuant to the Offer.

U.S. Federal Income Tax Consequences. The following describes the material U.S. federal income tax consequences to U.S. Security Holders, as defined below, of the tender of their Shares, or to U.S. Security Holders and Non-U.S. Security Holders, as defined below, of the tender of their ADSs, pursuant to the U.S. Offer. This discussion is based on the tax laws of the United States currently in effect, including the Internal Revenue Code of 1986, as amended (the "Code"), final, temporary and proposed Treasury regulations, administrative pronouncements and judicial decisions, all of which are subject to change, possibly with retroactive effect. This discussion does not address U.S. state, local or non-U.S. tax consequences. The discussion applies only to U.S. Security Holders of Shares or U.S. Security Holders and Non-U.S. Security Holders of ADSs, that, in each case, hold the Shares or ADSs as capital assets for U.S. federal income tax purposes and it does not address special classes of holders, such as:

- certain financial institutions;
- insurance companies;
- dealers and traders in securities or foreign currencies;

-
- persons holding Shares or ADSs as part of a hedge, straddle or conversion transaction;
 - persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
 - partnerships or other entities classified as partnerships for U.S. federal income tax purposes;
 - persons liable for the alternative minimum tax;
 - tax-exempt organizations; or
 - persons holding Shares or ADSs that own or are deemed to own 10% or more of any class of the Company's stock.

These special classes of holders are urged to consult their U.S. tax advisors as to any special U.S. provisions that may be applicable to them.

For purposes of this discussion, a "U.S. Security Holder" is a beneficial owner of Shares or ADSs that is, for U.S. federal income tax purposes: (i) a citizen or individual resident of the United States; (ii) a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust that (A) is subject to the primary supervision of a United States court and the control of one or more United States persons or (B) has a valid election in effect under applicable Treasury Regulations to be treated as a United States person. A "Non-U.S. Security Holder" is a holder other than partnership or an entity treated as a partnership for U.S. federal income tax purposes, that is not a U.S. Security Holder, including, but not limited to, persons (other than U.S. Security Holders) who are residents of Chile or who carry on a trade, profession or vocation in Chile through a branch, agency or permanent establishment.

General. In general, a U.S. Security Holder that receives cash for the Shares or ADSs will recognize gain or loss for U.S. federal income tax purposes equal to the difference between the amount realized in exchange for the Shares or ADSs (generally the amount of cash received by such U.S. Security Holder) and such U.S. Security Holder's adjusted tax basis in such Shares or ADSs. Subject to the discussion below, any gain or loss recognized will be capital gain or loss and will be long-term capital gain or loss (currently subject to a maximum 15% U.S. federal income tax rate for certain non-corporate taxpayers) if the U.S. Security Holder has held the Shares or ADSs for more than one year. The deductibility of capital losses is subject to limitations.

A Non-U.S. Security Holder generally will not be subject to U.S. federal income tax on any gain realized upon the sale or other disposition of ADSs unless: (i) the gain is effectively connected with such Non-U.S. Security Holder's conduct of a trade or business within the United States (and, under certain treaties, is attributable to a U.S. permanent establishment); or (ii) such Non-U.S. Security Holder is an individual, present in the United States for 183 days or more in the taxable year of disposition and meets certain other conditions.

PFIC. In its annual report on Form 20-F for the year ended December 31, 2007, filed by the Company with the Commission on July 15, 2008 (the "2007 Form 20-F"), the Company states that it believes that, based on its current operations and assets, it should not be classified as a passive foreign investment company (a "PFIC") for U.S. federal income tax purposes for its 2007 taxable year. The Company further states that it expects to operate in such a manner so as not to become a PFIC, but it notes that (i) the determination of whether the Company is a PFIC is made annually, based on, among other things, a valuation of the Company's assets which may change from time to time, and (ii) it is possible that the Company may become a PFIC in the current or any future taxable year due to changes in its asset or income composition or changes in governing law. If the Company were considered a PFIC for any taxable year during which a U.S. Security Holder held Shares or ADSs, certain adverse tax consequences could apply to such U.S. Security Holder pursuant to a sale of such shares or ADSs in the U.S. Offer, including the imposition of interest charges and tax at higher rates than would otherwise apply. Certain elections may be available (including a mark-to-market election) to U.S. Security Holders that may mitigate the tax adverse consequences resulting from PFIC status. U.S. Security Holders should consult the 2007 Form 20-F under the subsection "United States Tax Considerations — Passive Foreign Investment Companies" for further discussion of the possibility and possible consequences of PFIC status.

U.S. Federal Income Tax Withholding. A holder of Shares and/or ADSs (other than an “exempt recipient,” including a corporation, a Non-U.S. Security Holder that provides appropriate certification (if the payor does not have actual knowledge that such certificate is false) and certain other persons) that receives cash in exchange for Shares and/or ADSs may be subject to U.S. federal backup withholding tax (currently at a rate equal to 28%) unless such holder provides its taxpayer identification number and certifies that such holder is not subject to backup withholding tax by submitting a completed Substitute Form W-9 to the Share Receiving Agent or the ADS Receiving Agent, as applicable. Accordingly, each U.S. Security Holder should complete, sign and submit the Substitute Form W-9 included as part of the Form of Acceptance and ADSs Letter of Transmittal in order to avoid the imposition of such backup withholding tax. Non-U.S. Security Holders should complete and sign the appropriate Form W-8 (a copy of which may be obtained from the Share Receiving Agent or the ADS Receiving Agent, as applicable) and submit such form to the Share Receiving Agent or the ADS Receiving Agent, as applicable, in order to avoid backup withholding.

Chilean Tax Consequences for U.S. Holders. Any gain recognized by an individual who is not domiciled or resident in Chile or any legal entity that is not organized under the laws of the Republic of Chile and does not have a permanent establishment in Chile (a “Non-Chilean Holder”) upon the sale of the ADSs pursuant to the Offer will not be subject to Chilean taxation. Any gain recognized by any person other than a Non-Chilean Holder (a “Chilean Holder”) upon the sale of the ADSs pursuant to the Offer will be subject to Chilean income taxes by adding such gain to the taxable income of such Chilean Holder and applying to such income the tax rate which would otherwise be applicable on such Chilean Holder’s income under Chilean law.

Gains recognized by a Non-Chilean Holder upon the sale of Shares pursuant to the Offer will currently be subject to the following taxes: (a) a 17% fixed tax rate, provided that (1) such Shares have been held for at least one year, (2) the Non-Chilean Holder is not considered to be customarily engaged in the buying and selling of shares, and (3) such transfer is not made to a person related to such person; or (b) in case any of the three requirements set forth in (a) is not met, such gains will be added to the net taxable earnings of such person and, as such, are subject to a 17% first category tax, plus the additional tax at a rate of 35%, minus a credit for the 17% first category tax already paid on these capital gains. Withholdings on such capital gains are applicable under Chilean law based on different rates depending on the final payable tax rate described above.

Notwithstanding the foregoing, gains recognized by a Non-Chilean Holder upon the sale of Shares will not be subject to Chilean taxes if (a) such Shares have a “high presence” in the Chilean Exchanges (as described below), (b) such Shares originally were acquired in (1) a local stock exchange, (2) a tender offer for Shares, (3) an initial public offering of Shares during the formation of the Company or capital increase of the Company or (4) conversion of convertible bonds, and (c) the subsequent sale is made in (1) a local stock exchange, (2) other authorized stock exchanges, or (3) a tender offer for Shares.

Shares are considered to have a “high presence” in the Chilean Exchanges when they have been traded for a certain number of days at a volume exceeding a specific amount. As of the date of this U.S. Supplement, the Shares are considered to have a high presence in the Chilean Exchanges. However, as a result of the Shares tendered in the initial tender offer and in this Offer, it is likely that the Shares will cease to have a “high presence” in the future, and therefore gains recognized by a Non-Chilean Holder upon any sale of Shares after such time will be subject to Chilean taxes.

No Chilean stamp, issue, registration or similar taxes or duties will apply to the sale of Shares or ADSs pursuant to the Offer.

Because individual circumstances may differ, you should consult your tax advisor regarding the applicability of the rules discussed above to you and the particular tax effects to you of the Offer.

*The Forwarding Agent for the Offer to U.S. Holders of Shares and
The ADS Receiving Agent in the Offer to holders of American Depositary Shares:*

Computershare Trust Company, N.A.

By Mail:
Computershare
C/O Voluntary Corporate Actions
P.O. Box 43011
Providence RI 02940-3011

By Overnight Courier:
Computershare
C/O Voluntary Corporate Actions
Suite V
250 Royall Street
Canton MA 02021

*The Share Receiving Agent in the Offer to
U.S. Holders of Shares:*

IM Trust S.A. Corredores de Bolsa

By Mail/Overnight Courier:
IM Trust
avenida Apoquindo 3721
piso 9
Las Condes, Santiago, Chile

*The Information Agent in the Offer to
U.S. Holders of Shares and American Depositary Shares:*

Georgeson Inc.

199 Water St. 26th Floor
New York, NY USA 10038-3650
info@georgeson.com
Bankers and Brokers Call: 212 440 9800
All Others Call Toll Free: 888-350-3512

*Financial Advisors and
Co-Dealer Managers for the
Offer to U.S. Holders of Shares and
American Depositary Shares:*



ADS LETTER OF TRANSMITTAL
To Tender American Depositary Shares (“ADSs”)
(evidenced by American Depositary Receipts)
of
DISTRIBUCIÓN Y SERVICIO D&S S.A.
Pursuant to the U.S. Supplement and Prospectus
dated February 23, 2009
by
INVERSIONES AUSTRALES TRES LIMITADA
a limited liability company (*sociedad de responsabilidad limitada*) indirectly wholly owned by
WAL-MART STORES, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, CHILEAN TIME, WHICH CORRESPONDS TO 10:00 P.M. NEW YORK CITY TIME, ON MARCH 25, 2009, UNLESS THE OFFER IS EXTENDED.

The ADS Receiving Agent for the ADSs in the Offer is:

Computershare Trust Company, N.A.

By Mail:
Computershare
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier:
Computershare
c/o Voluntary Corporate Actions
250 Royall Street
Suite V
Canton, MA 02021

Description of ADSs being tendered			
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on ADR(s))	ADSs Tendered (Attach additional signed list if necessary)		
	ADR Serial Number(s)	Total Number of ADS Evidenced by ADR(s)	Number of ADSs Tendered*
Total Number of ADSs Tendered			ADSs
<p>* Unless otherwise indicated, it will be assumed that all ADSs delivered to the ADS Receiving Agent are being tendered. See Instruction 4. You must complete the Box headed “Sign Here” in accordance with the instructions set out therein and, if appropriate, the Boxes headed “Special Delivery Instructions” and “Special Issuance Instructions.”</p>			

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about what action to take, you should immediately consult your stockbroker, bank manager, lawyer, accountant or other professional or investment advisor.

If you have sold or transferred all your American Depositary Shares (“ADSs”) in Distribución y Servicio D&S S.A. (the “Company”), please send this ADS Letter of Transmittal together with the accompanying documents as soon as possible to the purchaser or to the stockbroker, bank or other agent through whom the sale was effected for transmission to the purchaser.

This document should be read in conjunction with the U.S. Supplement, Prospectus, and Notice of Commencement dated February 23, 2009 (the “Offer Materials”). The definitions used in the Offer Materials apply in this ADS Letter of Transmittal. All terms and conditions contained in the Offer Materials applicable to the Offer (as defined in the Offer Materials) for ADSs are deemed to be incorporated in and form part of this ADS Letter of Transmittal.

DELIVERY OF THIS ADS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE ADS RECEIVING AGENT (AS DEFINED BELOW). DELIVERY OF THIS ADS LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS AND INSTRUCTIONS TO THE BOOK-ENTRY TRANSFER FACILITY WILL NOT CONSTITUTE DELIVERY TO THE ADS RECEIVING AGENT.

The instructions accompanying this ADS Letter of Transmittal should be read carefully before this ADS Letter of Transmittal is completed. Questions and requests for assistance may be directed to the Information Agent, Georgeson Inc., at (888) 350-3512.

Shares of common stock, no par value (the “Shares”) of the Company, except insofar as they are represented by ADSs, cannot be tendered by means of this ADS Letter of Transmittal. If you hold Shares which are not represented by ADSs and you are a resident in the United States (a “U.S. Holder”), you can obtain a Form of Acceptance for tendering those Shares from Georgeson Inc., the Information Agent, at (888) 350-3512. See Instruction 9 of this ADS Letter of Transmittal.

All ADS Letters of Transmittal, American Depositary Receipts (“ADRs”) evidencing ADSs and other required documents delivered to Computershare (the “ADS Receiving Agent”) by holders of ADSs will be deemed (without any further action by the ADS Receiving Agent) to constitute acceptance by such holders of the Offer with respect to such ADSs (and the Shares represented thereby), subject to the terms and conditions set forth in the Offer Materials, any supplements or amendments thereto, and this ADS Letter of Transmittal.

Holders of ADSs purchased in the Offer will receive the purchase price for such securities in cash by check or, in the case of ADSs held through a Book-Entry Transfer Facility, as defined in the Offer Materials, by means of delivery of funds to the account maintained at the Book-Entry Transfer Facility by the participant which has tendered the ADS.

This ADS Letter of Transmittal is to be used if ADRs evidencing ADSs are to be forwarded herewith. If delivery of ADSs is to be made by book-entry transfer to an account maintained by the ADS Receiving Agent at the Book-Entry Transfer Facility, then pursuant to the procedures for book-entry transfer set forth under “Procedures for Accepting the Offer — Holders of ADSs” in the U.S. Supplement, the ADS Letter of Transmittal must be delivered by Agent’s Message. See Instruction 2 of this ADS Letter of Transmittal. **Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the ADS Receiving Agent.**

In the event of an inconsistency between the terms and procedures in this ADS Letter of Transmittal and the Offer Materials, the terms and procedures in the Offer Materials shall govern. Please contact the Information Agent to discuss any inconsistency.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Inversiones Australes Tres Limitada (“Bidder”), a limited liability company (*sociedad de responsabilidad limitada*) organized and existing under the laws of the Republic of Chile and an indirectly wholly owned subsidiary of Wal-Mart Stores, Inc. (“Wal-Mart”), a publicly held stock corporation organized and existing under the laws of Delaware, the ADSs (which expression shall in this ADS Letter of Transmittal, except where the context otherwise requires, be deemed to include, without limitation, the Shares represented thereby) of Distribución y Servicio D&S S.A. (the “Company”). The undersigned hereby instructs the ADS Receiving Agent to accept the Offer on behalf of the undersigned with respect to the above-described ADSs, subject to the terms and conditions set forth in the Offer Materials, any supplements or amendments thereto, and this ADS Letter of Transmittal. The undersigned hereby acknowledges that delivery of this ADS Letter of Transmittal and of the ADSs and other required documents delivered to the ADS Receiving Agent in connection herewith will be deemed (without any further action by the ADS Receiving Agent) to constitute the acceptance of the Offer by the undersigned with respect to such ADSs, subject to the rights of withdrawal set out in “Withdrawal Rights” in the U.S. Supplement and the terms and conditions set forth in this ADS Letter of Transmittal.

The undersigned understands that acceptance of the Offer by the undersigned pursuant to the procedures described herein and in the instructions hereto will constitute a binding agreement between the undersigned and Bidder containing the terms of the Offer.

The undersigned hereby delivers to the ADS Receiving Agent for tender to Bidder the above-described ADSs, in accordance with the terms and conditions of the Offer Materials, any supplements or amendments thereto, and this ADS Letter of Transmittal.

Upon the terms of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extensions or amendments), the undersigned hereby:

(i) sells, assigns and transfers to Bidder all right, title and interest in and to all the ADSs being tendered hereby (and any and all other securities or rights issued or issuable in respect of such ADSs);

(ii) irrevocably constitutes and appoints the ADS Receiving Agent an attorney-in-fact and proxy of the undersigned with respect to such ADSs (and any such other securities or rights), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver ADRs for such ADSs (and any such other securities or rights issued or issuable in respect of such ADSs) or transfer the ownership of such ADSs (and any such other securities or rights issued or issuable in respect of such ADSs) on the account books maintained by the ADS Depositary or the Book-Entry Transfer Facility, together, in any such case, with all accompanying evidences of transfer and authenticity, to Bidder and (b) receive all benefits and otherwise exercise all rights of beneficial ownership of such ADSs (and any such other securities or rights issued or issuable in respect of such ADSs), all in accordance with the terms of the Offer; and

(iii) irrevocably grant authority to and request (a) the Company, its *Gerente General* (General Manager) or its agents to procure the registration of the transfer of the Shares pursuant to the U.S. Offer and the delivery of the new *título(s)* and/or other document(s) of title in respect thereof to Bidder or as Bidder may direct; and (b) Bidder or its agents to record and act upon any instructions with regard to notices and payments which have been recorded in the records of the Company in respect of such holder’s holding(s) of Shares.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the ADSs tendered hereby (and any and all other ADSs or other securities issued or issuable in respect thereof) and that when the same are purchased by Bidder, Bidder will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances, together with all rights now or hereafter attaching to them, including voting rights and rights to all dividends, other distributions

and payments hereafter declared, made or paid, and the same will not be subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the ADS Receiving Agent or Bidder to be necessary or desirable to complete the sale, assignment and transfer of the ADSs tendered hereby (and any and all other securities or rights issued or issuable in respect of such ADSs).

The undersigned agrees to ratify each and every act or thing which may be done or effected by any director of, or other person nominated by, Bidder or their respective agents, as the case may be, in the exercise of any of his or her powers and/or authorities hereunder.

The undersigned undertakes, represents and warrants that if any provision of this ADS Letter of Transmittal shall be unenforceable or invalid or shall not operate so as to afford Bidder or the ADS Receiving Agent or their respective agents the benefit of the authority expressed to be given in this ADS Letter of Transmittal, the undersigned shall, with all practicable speed, do all such acts and things and execute all such documents as may be required to enable Bidder or the ADS Receiving Agent to secure the full benefits of this ADS Letter of Transmittal.

All authority herein conferred or agreed to be conferred and all undertakings, representations and warranties given pursuant to this ADS Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. Except as stated in the Offer Materials, this tender is irrevocable.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions," the undersigned hereby instructs Bidder to:

- (i) issue the check for the purchase price for the ADSs accepted for purchase, and/or
- (ii) issue, or cause to be issued, any ADRs evidencing ADSs not tendered or accepted for purchase,

in the name(s) of the registered holder(s) appearing herein in the box entitled "Description of ADSs Being Tendered."

Similarly, unless otherwise indicated herein in the box entitled "Special Delivery Instructions," the undersigned hereby instructs Bidder to:

- (i) mail, or cause to be mailed, the check for the purchase price for the ADSs accepted for purchase, and/or
- (ii) return, or cause to be returned, any ADRs evidencing ADSs not tendered or accepted for purchase (and accompanying documents, as appropriate),

to the address(es) of the registered holder(s) appearing herein in the box entitled "Description of ADSs Being Tendered."

In the event that either the "Special Delivery Instructions" or the "Special Issuance Instructions" are completed, the undersigned hereby instructs Bidder, as applicable, to:

- (i) (a) issue the check for the purchase price for the ADSs accepted for purchase, and/or (b) issue, or cause to be issued, any ADRs evidencing ADSs not tendered or accepted for purchase in the name(s) of the person or persons so indicated; or
- (ii) (a) mail, or cause to be mailed, the check for the purchase price for the ADSs accepted for purchase, and/or (b) return, or cause to be returned, any ADRs evidencing any ADSs not tendered or accepted for purchase (and accompanying documents, as appropriate) to the address(es) of the person or persons so indicated.

In the case of a book-entry delivery of ADSs, the undersigned hereby instructs Bidder to credit the undersigned's account maintained at the Book-Entry Transfer Facility with (i) the purchase price for the ADSs accepted for purchase, and (ii) any ADSs not accepted for purchase. The undersigned recognizes that Bidder will not transfer any ADSs from the name of the registered holder thereof if Bidder does not accept for purchase any of the ADSs so tendered.

The terms and conditions of the Offer contained in the Offer Materials, as from time to time supplemented or amended, shall be deemed to be incorporated in, and form part of, this ADS Letter of Transmittal, which shall be read and construed accordingly. All capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Offer Materials.

This ADS Letter of Transmittal shall not be considered complete and valid, and delivery of the consideration pursuant to the Offer shall not be made, until the ADSs being tendered and all other required documentation have been received by the ADS Receiving Agent as provided in the Offer Materials and this ADS Letter of Transmittal.

Unless you complete the "Special Delivery Instructions" box, the address of the holder inserted in the box entitled "Description of ADSs Being Tendered" is the address to which your consideration will be sent. Please also state a daytime telephone number where you may be contacted in the event of any query.

Power of Attorney

By executing the ADS Letter of Transmittal (or delivering an Agent's Message) as set forth above, the tendering holder of ADSs irrevocably appoints the designee of Bidder as attorney-in-fact and proxy of such holder, with full power of substitution, to vote the Shares subject to ADSs as in such manner as each such attorney-in-fact and proxy (or any substitute thereof) will deem proper in its sole discretion, and to otherwise act (including pursuant to written consent) to the full extent of such holder's rights with respect to the ADSs (and any and all securities or rights issued or issuable in respect of Shares subject to such ADSs on or after February 23, 2009 (collectively, the "ADS Distributions")) tendered by such holder and accepted for payment by Bidder prior to the time of such vote or action. All such proxies and powers of attorney will be considered coupled with an interest in the tendered ADSs and will be irrevocable and are granted in consideration of, and are effective upon, the acceptance for payment of such ADSs in accordance with the terms of the Offer. Such acceptance for payment by Bidder will revoke, without further action, any other proxy or power of attorney granted by such holder at any time with respect to such ADSs and all ADS Distributions and no subsequent proxies or powers of attorney may be given or written consent executed (or, if given or executed, will not be deemed effective) with respect thereto by such holder.

SPECIAL ISSUANCE INSTRUCTIONS

(See Instructions 1, 5, 6 and 7)

Check box ONLY if (i) the check for the purchase price with respect to ADSs accepted for payment (less the amount of any U.S. federal income and backup withholding tax required to be withheld) or (ii) any ADR evidencing ADSs not accepted for purchase is to be issued in the name of someone other than the undersigned.

Issue: checkand /or

ADR(s) to:

Name: _____
(Please Print: First, Middle and Last Name)

Address: _____

(Zip Code)

(Tax Identification or Social Security Number)

Also complete Form W-9 below

SPECIAL DELIVERY INSTRUCTIONS

(See Instructions 1, 5, 6 and 7)

Check box ONLY if (i) the check for the purchase price with respect to ADSs accepted for payment (less the amount of any U.S. federal income and backup withholding tax required to be withheld) or (ii) any ADR evidencing ADSs not accepted for purchase is to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown below the undersigned's signature(s).

Mail: checkand /or

ADR(s) to:

Name: _____
(Please Print: First, Middle and Last Name)

Address: _____

(Zip Code)

**IMPORTANT: HOLDER(S) SIGN HERE
(ALSO COMPLETE SUBSTITUTE FORM W-9 BELOW)**

Dated: _____, 2009

Signature(s) of Holder(s)

(Must be signed by registered holder(s) exactly as name(s) appear(s) on ADR(s) evidencing the ADS(s) or by person(s) to whom ADR(s) surrendered have been assigned and transferred, as evidenced by endorsement, stock powers and other documents transmitted herewith.)

If signature is by any trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or others acting in a fiduciary or representative capacity, please set forth the following and see Instruction 5.

Name

(s):

(Please Type or Print)

Capacity (full title):

Address:

(Including Zip Code)

Area Code and Telephone No.:

Employer Identification No. or Social Security No.:

**GUARANTEE OF SIGNATURE(S)
(If required-See Instructions 1 and 5)**

Authorized Signature:

Name

(s):

(Please Type or Print)

Title:

Address:

(Including Zip Code)

Area Code and Telephone No.:

Dated:

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer

1. Guarantee of Signatures. Except as otherwise provided below, all signatures on this ADS Letter of Transmittal must be guaranteed by a financial institution (including most banks, savings and loan associations and brokerage houses) which is a participant in the Security Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange Inc. Medallion Signature Program (each an “Eligible Institution”). Signatures on this ADS Letter of Transmittal need not be guaranteed (a) if this ADS Letter of Transmittal is signed by the registered holder(s) of the ADSs tendered therewith and such holder(s) have not completed the box entitled “Special Issuance Instructions” on this ADS Letter of Transmittal or (b) if such ADSs are tendered for the account of an Eligible Institution. See Instruction 5.

2. Delivery of ADS Letter of Transmittal and ADSs. This ADS Letter of Transmittal is to be completed by ADS holders if ADRs are to be forwarded herewith. If delivery of ADSs are to be made by book-entry transfer to an account maintained by the ADS Receiving Agent at the Book-Entry Transfer Facility pursuant to the procedures for book-entry transfer set forth under “Procedures for Accepting the Offer — Holders of ADSs” in the U.S. Supplement, an Agent’s Message (as defined below) must be delivered. ADRs evidencing ADSs or confirmation of any book-entry transfer into the ADS Receiving Agent’s account at the Book-Entry Transfer Facility of ADSs delivered electronically, as well as a properly completed and duly executed ADS Letter of Transmittal or, in the case of a book-entry transfer, an Agent’s Message and any other documents required by this ADS Letter of Transmittal, must be delivered to the ADS Receiving Agent at one of its addresses set forth herein prior to the Expiration Date. If ADRs are forwarded to the ADS Receiving Agent in multiple deliveries, a properly completed and duly executed ADS Letter of Transmittal must accompany each such delivery.

The term “Agent’s Message” means a message, transmitted by the Book-Entry Transfer Facility to and received by the ADS Receiving Agent and forming a part of a book-entry confirmation which states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant tendering the ADSs which are the subject of such book-entry confirmation that such participant has received and agrees to be bound by the terms of the ADS Letter of Transmittal and that Bidder may enforce such agreement against the participant.

THE METHOD OF DELIVERY OF ADSs AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING THROUGH THE BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND RISK OF THE TENDERING HOLDERS OF ADSs AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE ADS RECEIVING AGENT (INCLUDING, IN THE CASE OF BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE A TIMELY DELIVERY. REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED FOR ADSs SENT BY MAIL.

No alternative, conditional or contingent tenders will be accepted, and no fractional ADSs will be purchased. By executing this ADS Letter of Transmittal (or copy thereof), all tendering ADSs holders waive any right to receive any notice of the acceptance of their ADSs for payment.

3. Inadequate Space. If the space provided herein is inadequate, the serial number of the ADRs, the total number of ADSs represented by such ADRs and the number of ADSs tendered should be listed on a separate schedule attached hereto.

4. Partial Tenders. If fewer than all the ADSs evidenced by ADRs delivered to the ADS Receiving Agent are to be tendered, fill in the number of ADSs which are to be tendered in the box entitled “Number of ADSs Tendered.” In such case, a new ADR for the untendered ADSs represented by the old ADR will be sent to the person(s) signing this ADS Letter of Transmittal, unless otherwise provided in the appropriate box entitled

“Special Delivery Instructions” on this ADS Letter of Transmittal, as promptly practicable following the date the tendered ADSs are accepted for payment. All ADSs delivered to the ADS Receiving Agent will be deemed to have been tendered unless otherwise indicated.

5. Signatures on ADS Letter of Transmittal, Stock Powers and Endorsements. If this ADS Letter of Transmittal is signed by the registered holder(s) of the ADSs tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificates without any change whatsoever. **DO NOT SIGN THE BACK OF THE ADRs.**

If any of the ADSs tendered hereby are owned of record by two or more joint owners, all such owners must sign this ADS Letter of Transmittal.

If any of the ADSs tendered in the Offer are registered in different names on several ADRs, it will be necessary to complete, sign and submit as many separate ADS Letters of Transmittal as there are different registrations of ADRs.

If this ADS Letter of Transmittal or any ADRs or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Bidder of their authority to act must be submitted.

If this ADS Letter of Transmittal is signed by the registered holder(s) of the ADSs listed and transmitted hereby, no endorsements of ADRs or separate stock powers are required unless ADSs (evidenced by ADRs) and/or delivery of ADRs for ADSs not tendered or accepted for exchange are to be issued to a person other than the registered holder(s). Signatures on such ADRs or stock powers must be guaranteed by an Eligible Institution.

If this ADS Letter of Transmittal is signed by a person other than the registered holder(s) of the ADSs listed, the ADRs must be endorsed or accompanied by appropriate stock powers signed exactly as the name(s) of the registered holder(s) appear(s) on the ADRs evidencing such ADSs. Signatures on such ADRs or stock powers must be guaranteed by an Eligible Institution.

6. Stock Transfer Taxes. Except as otherwise provided in this Instruction 6, Bidder will pay or cause to be paid any stock transfer taxes with respect to the transfer and sale of ADSs to it or its offer pursuant to the Offer. If, however, payment of the purchase price is to be made to, or if ADSs not tendered or accepted for payment are to be registered in the name of, any persons other than the registered holder(s) or if tendered ADSs are registered in the name of any person other than the person(s) signing this ADS Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder(s) or such person(s)) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the ADSs listed in this ADS Letter of Transmittal.

7. Special Issuance and Delivery Instructions. If a check for the purchase price for ADSs accepted for purchase and/or ADRs evidencing ADSs not accepted for purchase is or are to be issued in the name of a person other than the signer of this ADS Letter of Transmittal or if such check for the purchase price is to be sent and/or such ADRs are to be returned to a person other than the signer of this ADS Letter of Transmittal or to an address other than that indicated in the box entitled “Description of ADSs Being Tendered,” the appropriate “Special Delivery Instructions” box and/or the “Special Issuance Instruction” box on this ADS Letter of Transmittal should be completed.

8. Requests for Assistance or Additional Copies. Questions and requests for assistance or additional copies of the Offer Materials or this ADS Letter of Transmittal may be directed to the Information Agent at (888) 350-3512.

9. Holders of Shares. Beneficial holders or holders of record of Shares who are U.S. Holders must send the Form of Acceptance to the Share Receiving Agent in order to tender their Shares into the Offer and accept the Offer. Holders of Shares may not tender Shares pursuant to this ADS Letter of Transmittal except insofar as they are represented by ADSs. If any such holder of Shares which are not represented by ADSs needs to obtain a copy of a Form of Acceptance, such holder should contact the Information Agent at (888) 350-3512. Beneficial holders or holders of record of Shares who are non-U.S. Holders may not tender their Shares pursuant to the Offer. Holders of ADRs must use this ADS Letter of Transmittal to tender their ADSs.

10. Lost, Destroyed or Stolen ADRs. If any ADR(s) representing ADS(s) has been lost, destroyed or stolen, the holder should contact the ADS Depository, JP Morgan Chase Bank N.A.

11. Backup U.S. Federal Income Tax Withholding. Under U.S. federal income tax law, the amount of any payments made by the ADS Receiving Agent to holders of ADSs (other than corporate and certain other exempt holders) pursuant to the Offer may be subject to backup withholding tax currently at a rate of 28%. To avoid such backup withholding tax with respect to payments pursuant to the Offer, a non-exempt, tendering “U.S. Security Holder” (as defined under “U.S. Federal Income Tax Consequences” in the U.S. Supplement) must provide the ADS Receiving Agent with such holder’s correct taxpayer identification number and certify under penalty of perjury that (a) the TIN provided is correct (or that such holder is awaiting a TIN) and (b) such holder is not subject to backup withholding tax by completing the Substitute Form W-9 included as part of the ADS Letter of Transmittal. If backup withholding applies with respect to a holder of ADSs or if a holder of ADSs fails to deliver a completed Substitute Form W-9 to the ADS Receiving Agent or otherwise establish an exemption, the ADS Receiving Agent is required to withhold 28% of any payments made to such holder.

The box in Part II of Substitute Form W-9 may be checked if the holder of ADSs is required to submit a Substitute Form W-9 and has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part II is so checked and the ADS Receiving Agent is not provided with a TIN by the time of payment, the ADS Receiving Agent will withhold 28% on all such payments until a TIN is provided to the ADS Receiving Agent.

Non-U.S. Security Holders (as defined under “U.S. Federal Income Tax Consequences” in the U.S. Supplement) should complete and sign under penalty of perjury, attesting to that holder’s exempt status, the appropriate Form W-8 in order to avoid backup withholding. These holders should consult a tax advisor to determine which Form W-8 is appropriate. Such forms can be obtained from the Information Agent.

Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained by filing a tax return with the IRS. The ADS Receiving Agent cannot refund amounts withheld by reason of backup withholding.

IMPORTANT: THIS ADS LETTER OF TRANSMITTAL OR A COPY HEREOF, TOGETHER WITH ADRs AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE ADS RECEIVING AGENT PRIOR TO THE EXPIRATION DATE.

TO BE COMPLETED BY ALL TENDERING HOLDERS
Substitute Form W-9 Request for Taxpayer Identification Number and Certification

Name as shown on account (if joint, list first and circle name of the person or entity whose number you enter below)
 Name: _____
 Please check the appropriate box: Individual/sole proprietor Corporation Exempt from Backup Withholding
 Partnership Other (specify): _____

Address: _____
 City, State, and Zip Code: _____

<p>PART I</p> <p align="center">SUBSTITUTE</p> <p align="center">Form W-9</p> <p>Department of the Treasury Internal Revenue Service</p> <p>Payer's Request for Taxpayer Identification Number (TIN)</p>	<p>TAXPAYER IDENTIFICATION NO. FOR ALL ACCOUNTS Enter your taxpayer identification number in the appropriate box. For most individuals this is your social security number. If you do not have a number, see the enclosed Guidelines. Note: If the account is in more than one name, see the chart in the enclosed Guidelines on which number to give the payer.</p>	<p align="center">Social Security Number</p> <hr/> <p align="center">Employer Identification Number</p> <hr/>
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PART II Awaiting TIN

PART III

Certification — Under penalties of perjury, I certify that:

(1) the number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me),

(2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (“IRS”) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding, and

(3) I am a U.S. person (including a U.S. resident alien).

Certification Instructions — You must cross out Item(2) above if you have been notified by the IRS that you are subject to backup withholding because of under reporting interest or dividends on your tax returns. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out Item(2). The certification requirement does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement account, and payments other than interest and dividends. Also see “Signing the Certification” under “Specific Instructions” in the enclosed Guidelines.

SIGNATURE _____ DATE _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE “APPLIED FOR” IN THE SPACE FOR THE “TIN” IN PART I ON THE SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under the penalty of perjury that a taxpayer identification number has not been issued to me and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within 60 days, 28% of all reportable payments made to me thereafter will be withheld until I provide a number.

Signature

Date

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer — Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

For this type of account:	GIVE THE NAME AND SOCIAL SECURITY NUMBER OF —
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. (a.) The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
(b.) So-called trust account that is not a legal or valid trust under state law	The actual owner(1)
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)
6. A disregarded entity not owned by an individual	The owner

For this type of account:	GIVE THE NAME AND SOCIAL SECURITY NUMBER OF —
7. A valid trust, estate or pension trust	The legal entity(4)
8. Corporate account or account of LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable or other tax-exempt organization	The organization
10. Partnership account held in the name of the business or account of multi-member LLC (other than an LLC described in item 10)	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person has a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or employer identification number (if you have one), but the IRS encourages you to use your Social Security Number.
- (4) List first and circle the name of the legal trust, estate or pension trust (do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

OBTAINING A NUMBER

If you do not have a TIN or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number. Section references in these guidelines refer to sections under the Internal Revenue Code of 1986, as amended.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Even if the payee does not provide a TIN in the manner required, the payer is **not required** to backup withhold on any payments made to a payee that is:

1. An organization exempt from tax under section 501(a), any individual retirement account (“IRA”) where the payor is also the trustee or custodian, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

1. A corporation.
2. A foreign central bank of issue.
3. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
4. A futures commission merchant registered with the Commodity Futures Trading Commission.
5. A real estate investment trust.
6. An entity registered at all times during the tax year under the Investment Company Act of 1940.
7. A common trust fund operated by a bank under section 584(a).
8. A financial institution.
9. A middleman known in the investment community as a nominee or custodian.
10. A trust exempt from tax under section 664 or described in section 4947.

PAYMENTS EXEMPT FROM BACKUP WITHHOLDING

Dividends and patronage dividends that generally are exempt from backup withholding include:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) distributions made by an ESOP.

Interest payments that generally are exempt from backup withholding include:

- Payments of interest on obligations issued by individuals. However, if you pay \$600 or more of interest **in the course of your trade or business** to a payee, you must report the payment. Backup withholding applies to the reportable payment if the payee has not provided a TIN or has provided an incorrect TIN.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage or student loan interest paid to you.

Other types of payments that generally are exempt from backup withholding include:

- Wages.
- Distributions from a pension, annuity, profit-sharing or stock bonus plan, any IRA where the payor is also the trustee or custodian, an owner-employee plan, or other deferred compensation plan.
- Distributions from qualified tuition programs or Coverdell ESAs.
- Certain surrenders of life insurance contracts.
- Gambling winnings if withholding is required under section 3402(q). However, if withholding is not required under section 3402(q), backup withholding applies if the payee fails to furnish a TIN.
- Real estate transactions reportable under section 6045(e).
- Cancelled debts reportable under section 6050P.
- Certain payment card transactions by a qualified payment card agent (as described in Revenue Procedure 2004-42 and Treasury Regulations section 31.3406(g)-1(f)) and if the requirements under Treasury Regulations section 31.3406(g)-1(f) are met.
- Distributions from a medical savings account and long-term care benefits.
- Fish purchases for cash reportable under section 6050R.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. **FILE THIS FORM WITH THE PAYER, FURNISH YOUR TIN, WRITE “EXEMPT” ON THE FACE OF THE FORM AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.**

Certain payments other than interest, dividends and patronage dividends not subject to information reporting are also not subject to backup withholding. For details, see the regulations under Internal Revenue Code sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N.

Privacy Act Notice. — Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report, among other things, interest, dividends, and certain other income paid to you. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

PENALTIES

- (1) **Penalty for Failure to Furnish TIN.** — If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
- (2) **Civil Penalty for False Information With Respect to Withholding .** — If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of \$500.
- (3) **Civil and Criminal Penalties for False Information .** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
- (4) **Misuse of Taxpayer Identification Numbers .** — If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about what action to take, you should immediately consult your stockbroker, bank manager, lawyer, accountant or other professional or investment advisor.

If you have sold all your shares of common stock in Distribución y Servicio D&S S.A. (the "Company"), please send this Form of Acceptance together with the accompanying documents as soon as possible to the purchaser or to the stockbroker, bank or other agent through whom the sale was effected for transmission to the purchaser.

This document should be read in conjunction with the U.S. Supplement and Prospectus dated February 23, 2009 (the "Offer Materials"). The definitions used in the Offer Materials apply in this Form of Acceptance (this "Form"). All terms and conditions contained in the Offer Materials applicable to the Offer (as defined in the Offer Materials) for Shares are deemed to be incorporated in and form part of this Form.

FORM OF ACCEPTANCE

to Tender Shares of Common Stock
of

Distribución y Servicio D&S S.A.

Pursuant to the U.S. Supplement and Prospectus
dated February 23, 2009

by

INVERSIONES AUSTRALES TRES LIMITADA

a limited liability company (*sociedad de responsabilidad limitada*) indirectly wholly owned by
WAL-MART STORES, INC.

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
CHILEAN TIME, WHICH CORRESPONDS TO 10:00 P.M. NEW YORK CITY TIME,
ON MARCH 25, 2009, UNLESS THE OFFER IS EXTENDED.**

The Share Receiving Agent for the Shares in the Offer is:

IM Trust S.A. Corredores de Bolsa

By Mail/Overnight Courier:

IM Trust
avenida Apoquindo 3721
piso 9
Las Condes, Santiago, Chile

In addition, Computershare Trust Company, N.A. (the "Forwarding Agent") has agreed to act as forwarding agent for the Share Receiving Agent and as such will accept tenders of Shares in the U.S. on behalf of the Share Receiving Agent and will transfer the documents so received to the Share Receiving Agent promptly upon receipt at the risk of the tendering holder. Accordingly, if you deliver your materials to the Forwarding Agent, please do so no later than five days prior to the Expiration Date, as defined below, to allow the materials to arrive at the Share Receiving Agent on or prior to the Expiration Date.

By Mail:

Computershare
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence RI 02940-3011

By Overnight Courier:

Computershare
c/o Voluntary Corporate Actions
250 Royall Street
Suite V
Canton MA 02021

DELIVERY OF THIS FORM OF ACCEPTANCE TO ADDRESSES OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

The instructions accompanying this Form of Acceptance should be read carefully before this Form of Acceptance is completed. Questions and requests for assistance may be directed to the Information Agent, Georeson Inc., at (888) 350-3512.

THIS FORM OF ACCEPTANCE IS TO BE USED ONLY FOR TENDERING SHARES. DO NOT USE THIS FORM OF ACCEPTANCE FOR TENDERING ADSs OR FOR ANY OTHER PURPOSE.

Action to be taken to accept the Offer

Please read the detailed instructions on how to complete this Form. This Form should only be used to accept the offer by Inversiones Australes Tres Limitada (“Bidder”), a limited liability company (*sociedad de responsabilidad limitada*) organized and existing under the laws of the Republic of Chile and an indirectly wholly owned subsidiary of Wal-Mart Stores, Inc. (“Wal-Mart”), a publicly held stock corporation organized and existing under the laws of Delaware, to purchase any and all of the shares of common stock (the “Shares”) of Distribución y Servicio D&S S.A. (the “Company”), a publicly traded stock corporation organized under the laws of the Republic of Chile, from all holders of Shares resident in the United States (the “U.S. Holders”), upon the terms and subject to the conditions set forth in the Offer Materials, Form of Acceptance and ADS Letter of Transmittal (which, as the same may be amended and supplemented from time to time, constitute the “Offer”).

If you are a holder of American Depositary Shares (“ADSs”), you will receive and should complete an ADS Letter of Transmittal and related documents in accordance with the instructions set out therein.

If you wish to accept the Offer, send this completed and signed Form, together with the documents identified below to IM Trust S.A. Corredores de Bolsa (the “Share Receiving Agent”), at the address set forth on the front cover as soon as possible and in any event not later than 12:00 midnight, Chilean time, on March 25, 2009 (the “Expiration Date”) unless the Offer is extended. In addition, you may send this completed and signed Form, together with the documents identified below, to the Forwarding Agent who has agreed to forward the materials to the Share Receiving Agent. If you deliver your materials to the Forwarding Agent, please do so no later than five days prior to the Expiration Date to allow the materials to arrive at the Share Receiving Agent on or prior to the Expiration Date.

Your acceptance of the Offer is on the terms and subject to the conditions contained in the Offer Materials and in this Form. In the event of an inconsistency between the terms and procedures in this Form and the Offer Materials, the terms and procedures in the Offer Materials shall govern.

If you have any questions as to how to complete this Form, please contact Georgeson Inc., the Information Agent, at (888) 350-3512. **Do not detach any part of this Form.**

Instructions for Completion and Submission of this Form

If you wish to accept the Offer you should:

- (i) complete and sign this Form in accordance with the instructions set out below;
- (ii) forward this Form, together with the following documents to the Share Receiving Agent or the Forwarding Agent at the addresses set forth on the front cover:
 - (a) the original stock certificates and/or a certificate to be issued to such effect by the department of shares in the Company evidencing that the stock certificates is/are deposited with the Company;
 - (b) the certificate to be issued to such effect by the department of shares of the Company, evidencing that there is no proof in the corporate records that the shares are subject to any liens, and thus it is possible to register the same in favor of the Share Receiving Agent;
 - (c) a copy authenticated by a Notary Public, on both sides, of the individual shareholder’s identity card, his/her representative, if appropriate, or that of the representative of the shareholder if a company, the original of which shall be shown upon subscription of the acceptance. The fact that it is a true copy of the original shall be authenticated by a Notary Public or verified by the relevant securities broker;
 - (d) the original or an authenticated copy of the power of attorney in force which shall contain sufficient powers to act as representative, granted or authenticated before a Notary Public;

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- (e) an authenticated copy of the legal background of the shareholder if a company. Furthermore, the accepting shareholder shall have the customer's card and the custodian agreement executed with the securities broker duly signed along with a good standing certificate in force;
 - (f) any other documents requested by the Share Receiving Agent to evidence the authority of the U.S. Holder to tender and sell its Shares; and
- (iii) ensure that they are sent so that they arrive or are delivered at the address of the Share Receiving Agent set forth above not later than the Expiration Date.

Power of Attorney

By executing the Form of Acceptance as set forth above, the tendering holder of Shares irrevocably appoints the designee of Bidder as attorney-in-fact and proxy of such holder, with full power of substitution, to vote the Shares as in such manner as each such attorney-in-fact and proxy (or any substitute thereof) will deem proper in its sole discretion, and to otherwise act (including pursuant to written consent) to the full extent of such holder's rights with respect to the Shares (and any and all securities or rights issued or issuable in respect of such Shares on or after February 23, 2009 (collectively, the "Share Distributions")) tendered by such holder and accepted for payment by Bidder prior to the time of such vote or action. All such proxies and powers of attorney will be considered coupled with an interest in the tendered Shares and will be irrevocable and are granted in consideration of, and are effective upon, the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment by Bidder will revoke, without further action, any other proxy or power of attorney granted by such holder at any time with respect to such Shares and all Share Distributions and no subsequent proxies or powers of attorney may be given or written consent executed (or, if given or executed, will not be deemed effective) with respect thereto by such holder.

Negative Covenant

By signing this Form, you agree that, until the Expiration Date or until your Shares are withdrawn from the Offer, you will not sell, transfer, assign, pledge or in any other way dispose of or encumber the Shares tendered hereby.

Representation

By signing this Form, you declare that your Shares tendered are fully paid and free from liens, equities, charges and encumbrances and that you have the full power and authority to tender and assign your Shares pursuant to the Offer.

How to complete this Form

(Please complete in BLOCK CAPITALS)

1. The Offer

To accept the Offer, write in Box 1 the total number of Shares for which you wish to accept the Offer. If no number, or a number greater than your entire holding of Shares, is written in Box 1 and you have signed Box 2, you will be deemed to have written the number of Shares comprised in, and to have accepted the Offer in respect of all Shares tendered. To accept the Offer, complete Boxes 1 and 3 and, if applicable, Box 4, and sign Box 2 below.

BOX 1
Number of Shares to be Tendered

2. Signatures

You must execute Box 2 in order to tender your Shares and accept the Offer. If any of the Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Form. If any of the tendered Shares are registered in different name on several Share certificates, it will be necessary to complete, sign and submit as many separate Forms as there are different registrations of the Share certificates.

If you sign in a capacity other than that of a registered holder (*e.g.* , under a Power of Attorney), please state the capacity in which you sign and send together with this Form either (i) proper evidence satisfactory to Bidder of your authority to act in such capacity, or (ii) in the case of a Power of Attorney, an authorized copy of the Power of Attorney duly granted before a Notary Public in Chile or before the competent Chilean General Consul.

Sign here to accept the Offer

BOX 2

Box 2	
<p>Execution by individuals Signed and delivered as a deed by</p> <hr/> <p>(Name of record holder)</p> <hr/> <p>(Signature of record holder)</p> <p>As evidence of the consent of the spouse in accordance with section 1277 of the Chilean Civil Code:</p> <p>Signature: _____</p> <p>Full name: _____</p> <p>Capacity: (Spouse/Representative)</p> <p>(The space above should be used to notarize as appropriate)</p>	<p>Execution by a company Executed and delivered as a deed by</p> <hr/> <p>(Name of Company)</p> <hr/> <p>(Signature)</p> <hr/> <p>(Signature)</p>

3. Name(s) and address

Complete Box 3 with the full name and address of the sole or first named registered holder together with the names of all other joint holders (if any) in BLOCK CAPITALS.

Full name(s) and address

Box 3				
<p>First registered holder 1. First name(s) (Mr. Mrs. Miss Title) Last name</p> <hr/>	<p>Joint registered holder(s) 2. First name(s) (Mr. Mrs. Miss Title) Last name</p> <hr/>	<p>Joint registered holder(s) 3. First name(s) (Mr. Mrs. Miss. Title) Last name</p> <hr/>	<p>Joint registered holder(s) 4. First name(s) (Mr. Mrs. Miss Title) Last name</p> <hr/>	<p>5. Corporation (s) Name of Corporation</p> <hr/>
<p>Address _____</p> <hr/>	<p>Address _____</p> <hr/>	<p>Address _____</p> <hr/>	<p>Address _____</p> <hr/>	<p>Address _____</p> <hr/>
<p>Zip code _____</p>	<p>Zip code _____</p>	<p>Zip code _____</p>	<p>Zip code _____</p>	<p>Zip code _____</p>

Please provide your daytime telephone number in the event that there are any questions regarding the above.

Daytime Telephone No. _____.

4. Alternative address

Insert in Box 4 the name and address of the person or agent (for example, your bank) to whom you wish the consideration or returned documents to be sent if not the same as in Box 3. Complete this box if you wish the consideration and/or other documents to be sent to someone other than the first-named registered holder at the address set out in Box 3.

BOX 4	
Name	_____
Address	_____

Daytime telephone number	_____

Additional notes regarding the completion and submission of this Form

In order to be effective, this Form must, except as mentioned below, be executed personally by the registered holder or, in the case of a joint holding, by the representative of ALL the joint holders as provided for in Article 23 of Law 18.046 of the Chilean Corporations Law. A corporation must execute this Form by means of an authorized officer.

1. If your tendered Shares are accepted for payment, you may be subject to U.S. income tax backup withholding

Under U.S. federal income tax law, the amount of any payments made by the Share Receiving Agent to holders of Shares (other than corporate and certain other exempt holders) pursuant to the U.S. Offer may be subject to backup withholding tax currently at a rate of 28%. To avoid such backup withholding tax with respect to payments pursuant to the Offer, a non-exempt, tendering "U.S. Security Holder" (as defined under "U.S. Federal Income Tax Consequences" in the U.S. Supplement) must provide the Share Receiving Agent with such holder's correct taxpayer identification number ("TIN") and certify under penalty of perjury that (a) the TIN provided is correct (or that such holder is awaiting a TIN) and (b) such holder is not subject to backup withholding tax by completing the Substitute Form W-9 included as part of the Form of Acceptance. If backup withholding applies with respect to a holder of Shares or if a holder of Shares fails to deliver a completed Substitute Form W-9 to the Share Receiving Agent or otherwise establish an exemption, the Share Receiving Agent is required to withhold 28% of any payments made to such holder. See "Certain Material Tax Considerations" in the U.S. Supplement.

The box in Part II of Substitute Form W-9 may be checked if the holder of Shares is required to submit a Substitute Form W-9 and has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part II is so checked and the Share Receiving Agent is not provided with a TIN by the time of payment, the Share Receiving Agent will withhold 28% on all such payments until a TIN is provided to the Share Receiving Agent.

Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained by filing a tax return with the Internal Revenue Service. The Share Receiving Agent cannot refund amounts withheld by reason of backup withholding.

2. If I want to make a partial tender

If fewer than all of the Shares delivered to the Share Receiving Agent are to be tendered, fill in the number of Shares which are to be tendered in Box 1. All Shares delivered to the Share Receiving Agent will be deemed to have been tendered unless otherwise indicated in Box 1.

TO BE COMPLETED BY ALL TENDERING HOLDERS
Substitute Form W-9 Request for Taxpayer Identification Number and Certification

Name as shown on account (if joint, list first and circle name of the person or entity whose number you enter below)
 Name: _____
 Please check the appropriate box: Individual/sole proprietor Corporation Exempt from Backup Withholding
 Partnership Other (specify): _____
 Address: _____
 City, State, and Zip Code: _____

<p>PART I</p> <p align="center">SUBSTITUTE</p> <p align="center">Form W-9</p> <p>Department of the Treasury Internal Revenue Service</p> <p>Payer's Request for Taxpayer Identification Number (TIN)</p>	<p>TAXPAYER IDENTIFICATION NO. FOR ALL ACCOUNTS Enter your taxpayer identification number in the appropriate box. For most individuals this is your social security number. If you do not have a number, see the enclosed Guidelines.</p> <p>Note : If the account is in more than one name, see the chart in the enclosed Guidelines on which number to give the payer.</p>	<p align="center">Social Security Number</p> <hr style="border: 0.5px solid black;"/> <p align="center">Employer Identification Number</p> <hr style="border: 0.5px solid black;"/>
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PART II Awaiting TIN

PART III

Certification — Under penalties of perjury, I certify that:

- (1) the number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me),
- (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).

Certification Instructions — You must cross out Item(2) above if you have been notified by the IRS that you are subject to backup withholding because of under reporting interest or dividends on your tax returns. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out Item(2). The certification requirement does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement account, and payments other than interest and dividends. Also see "Signing the Certification" under "Specific Instructions" in the enclosed Guidelines.

SIGNATURE _____ DATE _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN THE SPACE FOR THE "TIN" IN PART I ON THE SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under the penalty of perjury that a taxpayer identification number has not been issued to me and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within 60 days, 28% of all reportable payments made to me thereafter will be withheld until I provide a number.

Signature

Date

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer — Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

For this type of account:	GIVE THE NAME AND SOCIAL SECURITY NUMBER OF —
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. (a.) The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
(b.) So-called trust account that is not a legal or valid trust under state law	The actual owner(1)
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)
6. A disregarded entity not owned by an individual	The owner

For this type of account:	GIVE THE NAME AND SOCIAL SECURITY NUMBER OF —
7. A valid trust, estate or pension trust	The legal entity(4)
8. Corporate account or account of LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable or other tax-exempt organization	The organization
10. Partnership account held in the name of the business or account of multi-member LLC (other than an LLC described in item 10)	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person has a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or employer identification number (if you have one), but the IRS encourages you to use your Social Security Number.
- (4) List first and circle the name of the legal trust, estate or pension trust (do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9, Cont.

OBTAINING A NUMBER

If you do not have a TIN or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number. Section references in these guidelines refer to sections under the Internal Revenue Code of 1986, as amended.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Even if the payee does not provide a TIN in the manner required, the payer is **not required** to backup withhold on any payments made to a payee that is:

1. An organization exempt from tax under section 501(a), any individual retirement account (“IRA”) where the payor is also the trustee or custodian, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

1. A corporation.
2. A foreign central bank of issue.
3. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
4. A futures commission merchant registered with the Commodity Futures Trading Commission.
5. A real estate investment trust.
6. An entity registered at all times during the tax year under the Investment Company Act of 1940.
7. A common trust fund operated by a bank under section 584(a).
8. A financial institution.
9. A middleman known in the investment community as a nominee or custodian.
10. A trust exempt from tax under section 664 or described in section 4947.

PAYMENTS EXEMPT FROM BACKUP WITHHOLDING

Dividends and patronage dividends that generally are exempt from backup withholding include:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) distributions made by an ESOP.

Interest payments that generally are exempt from backup withholding include:

- Payments of interest on obligations issued by individuals. However, if you pay \$600 or more of interest **in the course of your trade or business** to a payee, you must report the payment. Backup withholding applies to the reportable payment if the payee has not provided a TIN or has provided an incorrect TIN.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage or student loan interest paid to you.

Other types of payments that generally are exempt from backup withholding include:

- Wages.
- Distributions from a pension, annuity, profit-sharing or stock bonus plan, any IRA where the payor is also the trustee or custodian, an owner-employee plan, or other deferred compensation plan.
- Distributions from qualified tuition programs or Coverdell ESAs.
- Certain surrenders of life insurance contracts.
- Gambling winnings if withholding is required under section 3402(q). However, if withholding is not required under section 3402(q), backup withholding applies if the payee fails to furnish a TIN.
- Real estate transactions reportable under section 6045(e).
- Cancelled debts reportable under section 6050P.
- Certain payment card transactions by a qualified payment card agent (as described in Revenue Procedure 2004-42 and Treasury Regulations section 31.3406(g)-1(f)) and if the requirements under Treasury Regulations section 31.3406(g)-1(f) are met.
- Distributions from a medical savings account and long-term care benefits.
- Fish purchases for cash reportable under section 6050R.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. **FILE THIS FORM WITH THE PAYER, FURNISH YOUR TIN, WRITE "EXEMPT" ON THE FACE OF THE FORM AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.**

Certain payments other than interest, dividends and patronage dividends not subject to information reporting are also not subject to backup withholding. For details, see the regulations under Internal Revenue Code sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N.

Privacy Act Notice. — Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report, among other things, interest, dividends, and certain other income paid to you. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

PENALTIES

- (1) **Penalty for Failure to Furnish TIN.** — If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
- (2) **Civil Penalty for False Information With Respect to Withholding .** — If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of \$500 .
- (3) **Civil and Criminal Penalties for False Information .** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
- (4) **Misuse of Taxpayer Identification Numbers .** — If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Offer to Purchase for Cash
Any and All of the Outstanding Shares of Common Stock and
Any and All of the Outstanding American Depositary Shares
(evidenced by American Depositary Receipts)
of
DISTRIBUCIÓN Y SERVICIO D&S S.A.
at
U.S. \$0.408 Net Per Share of Common Stock
U.S. \$24.48 Net Per American Depositary Share
(each representing 60 Shares of Common Stock)
by
INVERSIONES AUSTRALES TRES LIMITADA
a limited liability company (*sociedad de responsabilidad limitada*) indirectly wholly owned by
WAL-MART STORES, INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, CHILEAN TIME, WHICH CORRESPONDS TO 10:00 P.M. NEW YORK CITY TIME, ON MARCH 25, 2009, UNLESS THE OFFER IS EXTENDED.

February 23, 2009

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees of Clients for whose accounts you hold Shares (as defined below) or ADSs (as defined below):

Enclosed for your consideration are the Chilean Prospectus (the "Prospectus"), the Notice of Commencement and the U.S. Supplement, dated February 23, 2009 (the "Offering Materials"), and the related Form of Acceptance and ADS Letter of Transmittal (which together with amendments or supplements thereto constitute the "Offer") relating to the offer by Inversiones Australes Tres Limitada ("Bidder"), a limited liability company (*sociedad de responsabilidad limitada*) organized and existing under the laws of the Republic of Chile and an indirectly wholly owned subsidiary of Wal-Mart Stores, Inc. ("Wal-Mart"), a publicly held stock corporation organized and existing under the laws of Delaware, to purchase (a) any and all of the outstanding shares of common stock (the "Shares") of Distribución y Servicio D&S S.A. (the "Company"), a publicly traded stock corporation organized under the laws of the Republic of Chile from all holders of Shares, including holders resident in the United States (the "U.S. Holders"), for \$0.408 per Share and (b) any and all of the outstanding American Depositary Shares of the Company ("ADSs"), each representing 60 Shares, for \$24.48 per ADS, in each case payable in U.S. dollars as provided below, net to the seller in cash and without interest thereon and subject to any required withholding of taxes, upon the terms and subject to the conditions of the Offering Materials. Under the terms of the Offer, a holder of Shares (but not a holder of ADSs) has the option to receive the tender offer consideration in an equivalent amount in Chilean pesos calculated using the average of *dólar observado* exchange rates published by the *Banco Central de Chile* in the *Diario Oficial de la Republica de Chile* for the six consecutive business day period ending on the day that the Chilean Offer is paid (which is four business days after publication of the Notice of Outcome referred to in this Prospectus). Please furnish copies of the enclosed materials to those of your clients for whose account you hold Shares or ADSs in your name or in the name of your nominee. All terms not otherwise defined herein have the meanings set forth in the Offering Materials.

For your information and for forwarding to those of your clients for whom you hold Shares or ADSs registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Prospectus, dated February 23, 2009;
2. The U.S. Supplement, dated February 23, 2009;
3. The Notice of Commencement;
4. If applicable, the Form of Acceptance to be used by U.S. Holders of Shares in accepting the Offer;
5. If applicable, the ADS Letter of Transmittal to be used by holders of ADSs in accepting the Offer; and
6. The return envelope addressed to Computershare (the "Forwarding Agent" and the "ADS Receiving Agent") for tendering Shares or ADSs.

We urge you to contact your clients as promptly as possible.

Please note: The Offer and withdrawal rights will expire at 12:00 midnight, Chilean time, which corresponds to 10:00 p.m. New York City time, on March 25, 2009, unless the Offer is extended.

Any inquiries you may have with respect to the Offer should be addressed to the Information Agent at the address and telephone numbers set forth on the back page of the U.S. Supplement.

Requests for copies of the enclosed materials should be directed to the Information Agent.

Very truly yours,

Inversiones Australes Tres Limitada

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS THE AGENT OF BIDDER, THE COMPANY, THE FORWARDING AGENT, THE SHARE RECEIVING AGENT, THE ADS RECEIVING AGENT OR ANY AFFILIATE OF ANY OF THEM, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENT OR USE ANY DOCUMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE ENCLOSED DOCUMENTS AND THE STATEMENTS CONTAINED THEREIN.

**FOR IMMEDIATE RELEASE**

**Wal-Mart Commencing Follow-On Tender Offer for
Remaining D&S Shares and American Depositary Shares**

BENTONVILLE, Ark., Feb. 23, 2009 – Wal-Mart Stores, Inc. (NYSE: WMT; “Wal-Mart”), through its indirectly wholly owned subsidiary Inversiones Australes Tres Limitada (the “Bidder”), is commencing its previously disclosed follow-on tender offer for any and all of the outstanding shares of common stock, and for any and all of the outstanding American Depositary Shares (“ADSs”), that it does not currently own of Distribución y Servicio D&S S.A. (“D&S”), the Chilean retail company.

The Bidder is offering \$0.408 for each share of common stock and \$24.48 for each ADS (each ADS represents 60 shares of common stock). The price terms for the follow-on tender offer are the same price terms as were offered by the Bidder in its initial tender offer, which successfully concluded on Jan. 25, 2009. As a result of that initial tender offer, approximately 58.3 percent of the outstanding shares of common stock of D&S, including shares represented by ADSs, are beneficially owned by Wal-Mart. In addition, approximately 40.1 percent of the outstanding shares of common stock of D&S are beneficially owned by Felipe and Nicolás Ibáñez Scott.

This follow-on tender offer is being made strictly in accordance with applicable law. The offer, and associated withdrawal rights, will expire at midnight, Chilean time (which is 10 p.m Eastern Daylight Time) on March 25, 2009, unless the offer is extended. Any holder of shares of common stock of D&S who is a resident of the United States and all holders of ADSs of D&S can obtain additional information, including the means of tendering, by contacting Georgeson, Inc., which will serve as Information Agent for the offer, at:

Georgeson, Inc.
199 Water St. 26th Floor
New York, NY USA 10038-3650
info@georgeson.com
Bankers and Brokers Call: (212) 440-9800
All Others Call Toll Free: (888) 350-3512

In addition, offering documents will be mailed to record holders of shares resident in the U.S. and to holders of ADSs, and will be furnished to brokers, banks and similar persons whose names, or the names of whose nominees, appear on the stockholder registry of D&S or, if applicable, who are listed as participants in a clearing agency’s security position listing, for subsequent transmittal to the beneficial owners of such securities.

U.S. holders of shares or holders of ADSs of D&S wanting more information may also contact Wal-Mart Investor Relations at the following:

Wal-Mart Investor Relations Contacts
Carol Schumacher: 479-277-1498
Mike Beckstead: 479-277-9958

Wal-Mart Media Relations Contact
Kevin Gardner: 1-800-331-0085

About Wal-Mart Stores, Inc. (NYSE: WMT)

Wal-Mart Stores, Inc. operates Walmart discount stores, supercenters, Neighborhood Markets and Sam's Club locations in the United States. The company also operates in Argentina, Brazil, Canada, Chile, China, Costa Rica, El Salvador, Guatemala, Honduras, India, Japan, Mexico, Nicaragua, Puerto Rico and the United Kingdom. The company's common stock is listed on the New York Stock Exchange under the symbol WMT. More information about Wal-Mart can be found by visiting www.walmartstores.com. Online merchandise sales are available at www.walmart.com and www.samsclub.com.

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