

WAL MART STORES INC

FORM 8-K (Current report filing)

Filed 05/10/01 for the Period Ending 05/09/01

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

WAL MART STORES INC

FORM 8-K (Unscheduled Material Events)

Filed 5/10/2001 For Period Ending 5/9/2001

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

SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 8-K

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

Date of Report (Date of earliest event reported):
May 9, 2001 (May 4, 2001)

Wal-Mart Stores, Inc.

(Exact name of registrant as specified in its charter)

Delaware -----	001-06991 -----	71-0415188 -----
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

702 S.W. 8th Street
Bentonville, Arkansas 72716
(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code:
(501) 273-4000

Item 5. Other Events.

On May 9, 2001, Wal-Mart Stores, Inc. (the "Company") completed the sale to The Williams Capital Group, L.P. (the "Designated Underwriter") of \$200,000,000 aggregate principal amount of the Company's 4.625% Notes due 2003 (the "Additional Notes"), pursuant to a Pricing Agreement, dated as of May 4, 2001, by and among the Company and the Designated Underwriter (the "Pricing Agreement"). The Pricing Agreement incorporates by reference the terms of that certain Underwriting Agreement, dated as of August 5, 1999, by and between the Company and the underwriters named therein. The series of Securities known as the Company's 4.625% Notes due 2003 (the "2003 Notes") was created by action of the Company taken as of April 6, 2001 pursuant to and is governed by the Company's Indenture, dated as of April 1, 1991, as amended by the First Supplemental Indenture, dated as of September 9, 1992, and the Second Supplemental Indenture, dated as of June 1, 2000, between the Company and Bank One Trust Company, NA, as successor in interest to The First National Bank of Chicago, as Trustee (the "Indenture"). The terms of the Additional Notes, other than their principal amount and date of issue, are identical to the terms of the \$500,000,000 aggregate principal amount of 2003 Notes sold on April 11, 2001 (the "Initial Notes"). A copy of the form of the 2003 Notes, which, with the Indenture, sets forth the terms of each of the 2003 Notes other than principal amount and issue date, was filed as an Exhibit to the Current Report on Form 8-K (File No. 001-06991) on April 12, 2001. The Additional Notes have the same CUSIP, Common Code and ISIN numbers as the Initial Notes, will trade interchangeably with the Initial Notes and will increase the aggregate principal amount of the 2003 Notes that are outstanding to \$700,000,000. The Designated Underwriter proposes to offer the Additional Notes from time to time for sale in negotiated transactions, or otherwise, at varying prices to be determined at the time of each sale. The Additional Notes were delivered in the form of a global note (the "Global Note"). A Copy of the Pricing Agreement is attached as an exhibit to this Current Report on Form 8-K.

Item 7. Financial Statements and Exhibits.

(c) Exhibits

1(c) Pricing Agreement, dated as of May 4, 2001, by and among Wal-Mart Stores, Inc. and The Williams Capital Group, L.P. The Underwriting Agreement incorporated by reference in the Pricing Agreement was filed as Exhibit 1(a) to the Company's Registration Statement on Form S-3 (File No. 333-82909), which was declared effective on August 5, 1999.

SIGNATURES

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

Dated: May 9, 2001

WAL-MART STORES, INC.

By: /s/ Thomas M. Schoewe

Name: Thomas M. Schoewe

Title: Executive Vice President
and Chief Financial Officer

INDEX TO EXHIBITS

Exhibit Number	Description
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Exhibit 1(c)

Pricing Agreement

May 4, 2001

The Williams Capital Group, L.P.
650 Fifth Avenue
10th Floor
New York, New York 10019

Dear Sirs:

Wal-Mart Stores, Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, dated August 5, 1999 (the "Underwriting Agreement"), between the Company and the Underwriters named therein, to issue and sell to The Williams Capital Group, L.P. (the "Designated Underwriter") the Securities specified in Schedule II hereto (the "Designated Securities").

Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety and shall be deemed to be a part of this Pricing Agreement to the same extent as if such provisions had been set forth in full herein except as modified and supplemented as follows: (i) references to the "Registration Statement" in the Underwriting Agreement shall be deemed to be references to the Company's registration statement on Form S-3 (File No. 333- 82909); (ii) each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement, except that each representation and warranty that refers to the Prospectus in Section 2 of the Underwriting Agreement shall be deemed to be a representation or warranty as of the date of the Underwriting Agreement in relation to the Prospectus (as therein defined), and also a representation and warranty as of the date of this Pricing Agreement in relation to the Prospectus as amended or supplemented relating to the Designated Securities that are the subject of this Pricing Agreement; (iii) each reference to the "Representatives" herein and in the provisions of the Underwriting Agreement as incorporated by reference in this Pricing Agreement shall be deemed to refer to The Williams Capital Group, L.P., and (iv) except as further modified, amended or supplemented by the terms and provisions of Schedule II hereto. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

The Company proposes to file with the Commission on or about May 7, 2001 a final prospectus supplement to the Prospectus relating to the Designated Securities (which will be in a form reasonably approved by the Representatives).

Subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Company agrees to issue and sell to the Designated Underwriter, and the Designated Underwriter agrees to purchase from the Company, at the time and place and at the purchase price to the Designated Underwriter set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of the Designated Underwriter in Schedule I hereto.

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

Very truly yours,

Wal-Mart Stores, Inc.

By: /s/ Rick W. Brazile

Name: Rick W. Brazile
Title: VP

Accepted as of the date hereof:

The Williams Capital Group, L.P.

By: /s/ David A. Coard

Name: David A. Coard
Title: Principal

SCHEDULE I

Designated Underwriter	Principal Amount of 4.625% Notes due 2003 to be Purchased
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The Williams Capital Group, L.P.....	\$200,000,000

SCHEDULE II

(i) Title of Designated Securities:

4.625% Notes due 2003 (the "Notes").

(ii) Aggregate Principal Amount:

\$200,000,000.

(iii) Initial Offering Price to the Public:

The Designated Underwriter will offer the Notes to the public from time to time for sale in negotiated transactions, or otherwise, at varying prices to be determined at the time of each sale.

(iv) Purchase Price to Designated Underwriter:

The purchase price to the Designated Underwriter shall be 99.960% of the principal amount of the Notes (\$199,920,000), plus accrued interest (totaling \$719,444) from April 11, 2001, representing a total purchase price of \$200,639,444.

(v) Specified Funds For Payment of Purchase Price:

Immediately available funds by wire.

(vi) Indenture:

Indenture dated as of April 1, 1991, as amended by the First Supplemental Indenture, dated as of September 9, 1992, and the Second Supplemental Indenture dated as of June 1, 2000 (collectively, the "Indenture"), between the Company and Bank One Trust Company, NA, as successor in interest to The First National Bank of Chicago, as Trustee, as further modified and supplemented by the specific terms, conditions and other provisions of the Notes as set forth under the caption "Description of the Notes" in the Prospectus Supplement to be dated May 4, 2001 (the "Prospectus Supplement") relating to the Notes (and to be reflected in the global Note to be delivered at the Time of Delivery).

(vii) Maturity:

April 15, 2003.

(viii) Interest Rate:

4.625% per annum from and including April 11, 2001.

Interest shall be payable semi-annually in arrears and shall be calculated on the basis of a 360-day year of twelve 30-day months.

(ix) Interest Payment Dates:

April 15 and October 15 of each year, commencing on October 15, 2001.

(x) Record Dates:

April 1 and October 1 of each year.

(xi) Redemption Provisions:

No mandatory redemption provisions.

The Company may, at its option, redeem the Notes in whole, but not in part, as set forth under the caption "Description of the Notes -- Redemption Upon Tax Event" in the Prospectus Supplement relating to the Notes.

(xii) Sinking Fund Provisions:

None.

(xiii) Time of Delivery:

9:00 a.m. (Eastern Daylight time), May 9, 2001.

(xiv) Closing Location:

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

(xv) Name and Address of the Representatives:

The Williams Capital Group, L.P.
650 Fifth Avenue
10th Floor
New York, New York 10019

(xvi) Address for Notices:

The Williams Capital Group, L.P.
650 Fifth Avenue
10th Floor
New York, New York 10019
Attention: Debt Syndicate
Fax: (212) 830-4525

(xvii) Other Matters:

(A) The Designated Underwriter hereby represents to, and agrees with, the Company that:

(1) it has not offered or sold and prior to the date six months after the Time of Delivery will not offer or sell Notes in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments as principal or agent for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995;

(2) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom; and

(3) it has only issued or passed on, and will only issue or pass on, in the United Kingdom any document received by it in connection with the issue of the Notes to a person who is of a kind described in Article 11(3) of the Financial Services Act 1986 (Investment Advertisement) (Exemptions) Order 1996 (as amended) or is a person to whom the document may otherwise lawfully be issued or passed on.

(B) The Designated Underwriter hereby confirms, and the Company hereby acknowledges, that the sole information furnished in writing to the Company by, or on behalf of the Designated Underwriter specifically for inclusion in the Prospectus Supplement to the Prospectus dated August 5, 1999 (the "Prospectus") is as follows:

(1) the name of the Designated Underwriter on the front and back cover pages of the Prospectus Supplement;

(2) the first sentence of the second paragraph of text under the caption "Underwriting" in the Prospectus Supplement concerning certain terms of the offering by the Designated Underwriter and the corresponding sentence on the front page of the Prospectus Supplement; and

(3) the third and fourth paragraphs of text under the caption "Underwriting" in the Prospectus Supplement concerning stabilization, over-allotment and related activities by the Designated Underwriter.

(C) With respect to matters of New York law, Hughes & Luce, L.L.P. may rely on a written opinion of Fulbright & Jaworski L.L.P. to be delivered to the Designated Underwriter at the Time of Delivery.

(D) Notwithstanding Section 7(e) of the Underwriting Agreement, Ernst & Young LLP shall deliver a single letter in accordance with such Section 7(e) at the Time of Delivery (and not on the date hereof), which letter shall be in form and substance satisfactory to the Representatives.

(E) Notwithstanding any provision of this Pricing Agreement, the Underwriting Agreement or the Indenture to the contrary, the Notes shall constitute part of the same series as the \$500,000,000 aggregate principal amount of 4.625% Notes due 2003 issued and sold by the Company on April 11, 2001 (the "Original Notes"). Without limiting the generality of the preceding sentence, the Notes to be issued and sold pursuant to this Pricing Agreement shall bear the same CUSIP (931142BK8), ISIN (US 931142BK83) and Common Code (012808879) numbers

as the Original Notes.

End of Filing

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