

EXHIBIT A

SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement"), dated as of April 2, 2011, subject to the approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure, is made and entered into by and among the following Parties: (1) the Class Representatives, Wayne Atkinson, as the Executor of the Estate of Rita Atkinson, and Richard Armatrout, as the Executor of the Estate of Karen Armatrout, individually and on behalf of all Class Members (as defined in paragraph number 3 below) (the "Settlement Class") and (2) Wal-Mart Stores, Inc. (including its affiliates) and Wal-Mart Stores, Inc. Corporation Grantor Trust (including, but not limited to its Trustee, Wachovia Bank, N.A.) (collectively "Wal-Mart"). From time to time throughout this Agreement, the Class Representatives may be referred to as "Plaintiffs."

1. Definitions.

As used in this Agreement, the following terms have these meanings:

(a) "Action" means the following cases:

(i) *Wayne Atkinson v. Wal-Mart Stores, Inc., et al.*, Cause No. 8:08-CV-00691-JSM-TBM, in the United States District Court for the Middle District of Florida, Tampa Division ("Atkinson Action");

(ii) *Richard Armatrout v. Wal-Mart Stores, Inc., et al.*, Cause No. 8:07-CV-01113-JSM-TBM, in the United States District Court for the Middle District of Florida, Tampa Division ("Armatrout Action"); and

(iii) Any and all other cases or actions alleging the same or similar allegations with respect to claims pled, or which could have been pled, on the facts asserted in the Atkinson Action or the Armatrout Action or any amended complaint filed in those Actions.

(b) "Agreement" means this settlement agreement.

(c) "Class Counsel" means attorneys at McClanahan Myers & Espey, LLP, 355 West Alabama, Suite 210, Houston, Texas, 77098, and Aballi, Milne, Kalil & Escagedo, P.A., 2250 SunTrust International Center, One Southeast Third Avenue, Miami, Florida 33131, who represent the Settlement Class.

(d) The "Court" shall mean the United States District Court for the Middle District of Florida, Tampa Division

(e) "Final Approval" shall occur when the time period for an appeal has expired with no appeal taken, all appeals are resolved and none are left pending, or the Order of Final Approval and Final Judgment is affirmed in all material respects after completion of the appellate process.

(f) "Order of Final Approval and Final Judgment" means the proposed order to be entered by the District Court approving this Agreement, in all material respects in the form set forth in Exhibit A annexed hereto.

(g) "Parties" means (1) the Class Representatives, Wayne Atkinson, as the Executor of the Estate of Rita Atkinson, and Richard Armatrout, as the Executor of the Estate of Karen Armatrout, individually and on behalf of the Settlement Class, and (2) Wal-Mart.

(h) "Released Parties" means Wal-Mart and each of its current and former directors, officers, employees, attorneys, accountants, agents, subsidiaries, parents, affiliates, insurers, insurance brokers, co-insurers, heirs, executors, administrators, predecessors, successors, assigns, financial advisors, banks, investment bankers, underwriters, representatives, associates, trustees, general and limited partners and partnerships, consultants, auditors, divisions, joint venturers, related or affiliated entities, and any entity in which Wal-Mart has or had a controlling interest.

(i) "Settlement Class" means the class members described in paragraph number 3 of this Agreement, excluding any Opt-Out Estate as defined in this Agreement.

(j) "Opt-Out Estate" means any class member described in paragraph number 3 of this Agreement, which validly and effectively excludes itself from the Settlement Class.

(k) "Settled Claims" means any and all petitions, complaints, actions, suits, claims, demands, rights, liabilities, obligations, controversies, promises, agreements, damages, costs, losses, attorneys' fees, pre-judgment interest, post-judgment interest, expenses and causes of action, of every nature and description whatsoever, including future claims, at law or in equity, concealed or hidden, known or unknown, vested or contingent, that were asserted or that could have been asserted as claims or counterclaims in the Action, that the Settlement Class or Wal-Mart had or now have, which arise out of, or could have been asserted based upon, or will be asserted based upon, or relate in any way to:

- (i) company owned life insurance ("COLI") policies; or
- (ii) the defense, settlement or resolution of the Action or the Settled Claims.

The definition of Settled Claims shall not impair or restrict the rights of the Parties to enforce the terms of this Agreement.

(l) "Effective Date" of settlement means the date when all the following shall have occurred:

- (i) this Agreement has been fully executed;
- (ii) the Court has approved and entered the Preliminary Approval Order in all material respects in the form annexed hereto as Exhibit B;
- (iii) the Court has approved this settlement, following notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(iv) the Court has approved and entered an Order of Final Approval and Final Judgment, in all material respects in the form set forth in Exhibit A, and the Order of Final Approval and Final Judgment is final (meaning that the time for appeal has expired with no appeal taken, all appeals are resolved and none are left pending, or the Order of Final Approval and Final Judgment is affirmed in all material respects after completion of the appellate process).

2. Negotiations.

For several months, Wal-Mart and Class Counsel have sought common grounds for a settlement. They had informal settlement conferences, by telephone and during meetings in June, 2010 through February, 2011. This Agreement is the culmination of extensive, arm's-length negotiations that occurred over a protracted period.

3. The Settlement Class.

"Settlement Class" means the estates of the following persons whose lives allegedly were insured under Corporate Owned Life Insurance ("COLI") policies purchased by Wal-Mart or the Trust while they worked as Wal-Mart associates in Florida and whose deaths occurred no later than January 31, 2000 and allegedly resulted in the payment of insurance policy benefits to Wal-Mart or the Trust.

Subject only to subparagraph numbers 1(i) and 1(j) of this Agreement, the "Settlement Class" is comprised of the executors / administrators of the probate estates of the following persons:

Pablo Albisa, Carolyn J. Anderson (Lewis), John C. Andreu, Karen E. Armatrout, Rita E. Atkinson, Margaret A. Attaway, Marian L. Auten, Shirley A. Ballard, Robert J. Baltrus, Tracy Barrington, Patricia A. Barron, Phyllis J. Bauman, Katherine Baumker, Barbara Beaudoin (aka Barbara J. Turner), Dorothy Beers, Doris Belisairo, Gerald F. Bell, Lois Bell, Dale R. Bewes, Michael H. Birch, Betty A. Bishop, Leslie W. Boatwright, Shirley R. Brazee, Kenneth Brechbill, Miguel Brito, Sandra Broome, Debbie S. Brown, Deborah Brown, Mary E. Brown, Kenneth J. Buchanan, Lloyd A. Budd, Patricia T. Byrd, Joanne E. Campbell, Dena F. Canady, Albert R. Caramagna, Sheryl Cason, Frank R. Cassie, Arthur F. Clawson, Wanda Clevenger, Charles L. Cody, Deanie Collins (Raffield), Arthur E. Collumbell, Helen E. Conly, Carol A. Conroy, Bobbie J. Conyers, Teddy J. Cook, III, Betty Y. Cooper, Thomas R. Cooper, Mark Cornella, Sandra M. Cornwell, Diana L. Correll, Ruth J. Cramer-Joyner, David R. Crum, Medeline C. Current, Everette C. Curry, Richard W. Dahl, Barbara Daly, Thomas E. Davis, Carol L. Dean, Patricia A. Delaney, Ernest A. Diggett, Jean Edwards (aka Clara Jean Edwards), Maria M. Edwards, Marie A. Egan, Marjorie English, Sylvia J. Ferguson, Donald R. Franz, Joyce Frederick, Carol J. Frye, Gail P. Ganster,

William R. Garrison, Jr., Ronald H. Gaub, Othar J. Gold, Kathleen M. Golden, Juanita R. Graef, Gordon Graff, Jr., Elizabeth P. Greto, Doris I. Gunn, Rebecca Habada, Jo Ann M. Harden, Earl Hamening, Kevin P. Harrington, Charles Hasenbeck, James A. Hawkins, Sidney J. Hawkins, Adrian J. Hay, Jr., Clifford C. Haycraft, Ann G. Heath, Greg E. Heffner, Randy Hendriques, Patricia A. Harrington, Maureen Herstein (Squillaciotti), Rae A. Hertzog, Buddy R. Hill, Ernest L. Hodgkins, Erma L. Hoffman, Mary P. Hollinghead, Peggy Holt, Carl Hornsby, Curtis Horton, Willard H. Hudson, Joan P. Iorio, Virginia L. Jergens, Marshall L. Jewett, Joseph Jezorwski, Ronald J. Johnson, Sandra K. Johnson, Ytosha D. Jolly, Irene P. Jones, Roberta J. Julock, Shirley J. Karns, George Karst, Sharon A. Keel, Imogene Keener, Herbert E. Kendall, Jr., Shirley P. Kersey, Nancy J. Kirkland, Barbara A. Klejmont, Jeanne N. Knoch, Bonnie Kochheiser, Susan Kopka, Gary Koszalinski, Carole M. Kovacs, Mary A. LaPuzza, Joan Lamparski, Gene Langston, Russell A. Lanier, Barbara J. Larson, Marilyn J. Larsen, Markelda E. Ledezma, Marvis J. Lee, Sidney Lerner, Vincent I. Lincourt, Jonathan A. Littlefield, William B. Lummus, Anges H. Maphet, Twila M. Martin, Jessie L. Marzella, Margaret K. Mathieson, Doris F. Matulac, William E. Mau, Curtis R. McCoy, Maxine M. McFarland, Phyllis J. McInerney, Kathleen V. Meadows, John S. Meikle, Ronnie Messer, Nivia M. Millan, Dolores I. Modaffari, John Montana, Donald Moses, Truman Muchler, Jr., Virginia M. Mullins, Joan E. Nelms, Gordan U. Noreau, Quida Norris, Stephen G. Norton, Joan Noseworthy, Patricia Nukala, Charles L. Olin, James Olsen, Juan Oquendo, Frederick G. Orthaus, Mary L. Owens, Tamara Owens, Marlene Pangrazio Behnke (aka Marlene J. Behnke), June C. Porzig, Cheyenne M. Potter (Cron), Larry Prentky, Patricia B. Ralston, Madlyn G. Ramsey, Linda L. Reynolds, Phyllis Ribelino, Ronnie Rice, Mary L. Riley, Tommie L. Rix, Jeffrey Russell, Charles B. Sedergren, Daniel Serafine, Elvira G. Sevilla, Gerald Shea, Edward Silk, Lawrence J. Skovran, Arthur S. Smith, Dwight D. Smith, Janice Smith, Marc W. Smith, Nada J. Soblit, William I. Sonneman, III, Tina M. Sowell, Thomas Spengler, Tamara Seiner, Harold A. Stephens, Christopher C. Stewart, Sherry L. Stokes, William H. Syler, Karen J. Tack, Nanetta R. Tackett, Clementine A. Toboe, Vinnie M. Thomas, Amy Tillis, Nancy Towne, Ernando Trancoso, Jr., Marjorie E. Upschulte, Jean Varney, Mary A. Vaught, Virginia R. Villers, George F. Wachter, Peggy I. Waldrop, Sidney L. Weise, David T. Wells, Christopher A. Whisenant, Kenneth D. Williams, Durwood Williford, Margie E. Wilson, Mary L. Wilson, Thomas Wilson, Lillian P. Wirth, David E. Wolfe, Diane L. Wood, Mary I. Wood, Martin Yarbrough, Ronald Zamor.

4. Intentionally Omitted.
5. Settlement Consideration.

Wal-Mart shall pay the following consideration and none other:

(a) Wal-Mart shall deliver to a trust account established by Class Counsel as set forth in paragraph 8(a) below ("Settlement Trust Account") amounts sufficient to pay appropriate claims, attorneys' fees and taxable costs of court, class representative incentive awards, and costs of notice and administration ("Settlement Trust Payment"). The total Settlement Trust Payment is capped at \$2,020,000, with all claims to be paid in accordance with Paragraphs 5(d), 7, 8(e) and 9 hereof. The Settlement Trust Payment shall be made by Wal-Mart in multiple installments as set forth below.

(b) On motion by Class Counsel and if approved by the Court, each representative Plaintiff may be paid reasonable incentive compensation, subject to Court approval. Wal-Mart will not oppose a request for incentive compensation of \$10,000 each to the two named Plaintiffs. Any such award for incentive compensation to the representative Plaintiffs ("Incentive Compensation Award") shall be paid out of the Settlement Trust Account and is subject to the cap of the Settlement Trust Payment. Wal-Mart's obligation to pay any Incentive Compensation Award is contingent upon Final Approval by the Court of this settlement.

(c) Class Counsel shall apply to the Court for an award of attorneys' fees and taxable costs of court. Wal-Mart will not oppose an application for a reasonable award of attorneys' fees and taxable costs of court. Any such award for reasonable attorneys' fees and taxable costs of court ("Fees and Costs Award") shall be paid out of the Settlement Trust Account and is subject to the cap of the Settlement Trust Payment. Wal-Mart's obligation to pay any Fees and Costs Award is contingent upon Final Approval by the Court of this settlement.

(d) Any amount remaining in the Settlement Trust Account after the payment of all amounts pursuant to and subject to this Agreement shall be returned to Wal-Mart. Class Counsel will take reasonable efforts toward the complete reversion to Wal-Mart of remaining funds.

6. Class Counsel's Fees and Costs.

Except for payment of any Fees and Costs Award as provided in paragraph 5(c) of this Agreement, Wal-Mart shall not pay any of Class Counsel's expenses in pursuing the Action.

7. Taxes.

Each recipient of any monies paid in accordance with Section 5 and Section 8 of this Agreement is responsible for any taxes associated with the monies received by that recipient, including, but not limited to, any income taxes, estate taxes or other estate fees.

8. Settlement Trust Account and Schedule of Settlement Trust Payment.

A Settlement Trust Account shall be created to hold the proceeds of this settlement as follows:

(a) Prior to a hearing on preliminary approval, Class Counsel shall retain and identify a Claims Administrator, who shall establish the Settlement Trust Account with a bank to receive and hold the Settlement Trust Payment and shall notify Wal-Mart of the information necessary to wire or otherwise deposit installments of the Settlement Trust Payment pursuant to and subject to the terms of this Agreement.

(b) Within ten business days after the Court grants preliminary approval of the class settlement, Wal-Mart shall deliver to the Settlement Trust Account the funds necessary to pay the notice and administrative costs ("Notice Costs"), which amounts shall be specified by Class Counsel in the application for preliminary approval of the class settlement. Wal-Mart's obligation to pay the Notice Costs following preliminary approval of the class settlement is unconditional and does not depend upon the Final Approval by the Court of this settlement.

(c) Within ten business days after the Court approves any Fees and Costs Award, Wal-Mart shall deliver to the Settlement Trust Account the amount of funds ordered by the Court in any such Fees and Costs Award. Payment of any Fees and Costs Award is contingent upon Final Approval by the Court of this settlement.

(d) Within ten business days after the Court approves any Incentive Compensation Award, Wal-Mart shall deliver to the Settlement Trust Account the amount of funds ordered by the Court in any such Incentive Compensation Award, not to exceed the total of \$20,000. Payment of any Incentive Compensation Award is contingent upon Final Approval by the Court of this settlement.

(e) Within ten business days after the expiration of the Claim Period, as described in paragraph 9(c) of this Agreement, Wal-Mart shall deliver to the Settlement Trust Account the funds necessary to pay the appropriate claims made.

(f) In the event that the Court denies final approval of the proposed class settlement or its order granting final approval is denied finality for any reason, the funds within the Settlement Trust Account, except any funds necessary to pay Notice Costs, plus any interest actually earned or accrued on those funds, shall be paid to Wal-Mart.

9. Claim Process and Distribution of the Settlement Trust Proceeds.

(a) The "Settlement Trust Proceeds" shall be the amount available for distribution to those Settlement Class Members filing an appropriate claim after payment of any Notice

Costs, Incentive Compensation Award, and Fees and Costs Award from the Settlement Trust Account. Under no circumstances shall Wal-Mart be required or obligated to pay into the Settlement Trust Account any amounts over a total of \$2,020,000.

(b) Following the filing of an appropriate claim, Settlement Class members shall be entitled to an allocation and distribution of 1/223rd of the Settlement Trust Proceeds. Shares of the Settlement Trust Proceeds that are not claimed through an appropriate and timely claim shall not be paid; and Wal-Mart shall have no obligation to deliver to the Settlement Trust Account more funds than are necessary to pay the appropriately claimed shares of the Settlement Trust Proceeds.

(c) The time in which to file a claim shall be ninety (90) days following Final Approval of the settlement ("Claim Period").

(d) Except for the Notice Costs, none of the funds identified in this Paragraph 9 shall be disbursed unless and until the Claim Period has expired and it is determined that Wal-Mart's Option, as set forth in Paragraph 15 hereof, will not be invoked. Additionally, no claims will be paid unless and until they are approved by the Parties' counsel.

10. Dispute Resolution.

Once the Parties and their counsel execute this Agreement, the Court will resolve any and all disputes that arise as to the interpretation or enforcement of this Agreement.

11. Publicity.

Unless otherwise agreed to in writing, neither Wal-Mart nor Class Counsel shall affirmatively publicize this settlement in the media, such as, but not limited to, sending out press releases or otherwise contacting reporters; provided, however, Wal-Mart may make any such release that the law requires it to make. If first contacted by media, Wal-Mart or Class Counsel may provide to the media a joint press statement as set forth in Exhibit C attached hereto and made a part hereof. This Paragraph does not preclude appropriate notice by publication, if any. Class Counsel shall be free always to advise any actual or potential member of the Settlement Class; provided, however, that Class Counsel shall not refer to this settlement, or suggest that a person inquire about the settlement, in or in connection with any advertising, solicitation or other communications that Class Counsel affirmatively initiates with any potential client in any other jurisdiction.

12. Cooperation, Approvals and Stay.

(a) The Parties and counsel will cooperate in obtaining the Court's approval of the Agreement and in preparing and executing all documents relating thereto.

(b) Within ten (10) days of the execution of this Agreement by the Parties and their counsel, Class Counsel shall file a motion with the Court to enter the Preliminary Approval Order in the form attached hereto as Exhibit B, which includes certification of the Settlement

Class for settlement purposes only. Wal-Mart shall cooperate with Class Counsel as necessary to obtain preliminary approval of this settlement.

(c) Within 14 days of filing the motion to enter the Preliminary Approval Order with the Court, the Parties' counsel shall serve and file a motion to stay the pending appeal in the United States Court of Appeals for the Eleventh Circuit, Case No.: 09-12973 (the "Appeal") until the Court rules on the motion to enter the Preliminary Approval Order.

(i) If the Eleventh Circuit stays the Appeal, Class Counsel shall file written status reports at 30-day intervals from the stay order informing the Eleventh Circuit of the status of the proceedings in the Court and whether the stay should continue. Class Counsel shall prepare each status report subject to the review and approval of Wal-Mart before it is filed.

(ii) If the Court enters an order stating it intends to grant the motion to enter the Preliminary Approval Order, the Parties shall promptly notify the Eleventh Circuit of that order and shall not file any objection to the Eleventh Circuit's remand of jurisdiction to the Court for purposes of granting the motion to enter the Preliminary Approval Order and for purposes of taking all actions necessary to approve and effectuate the provisions of this settlement.

(iii) If the Court enters an order denying the motion to enter the Preliminary Approval Order, which is not appealed or is affirmed on appeal, the Parties shall be restored to their current litigation positions as if they had never entered into this Agreement.

(iv) The Florida Supreme Court has ordered the Parties' counsel to advise it of the status of this settlement at 30-day intervals from the January 12, 2011 order staying the proceeding before the Florida Supreme Court. To satisfy this requirement, Class Counsel shall prepare a written report of the status of the settlement, which shall be subject to the review and approval of Wal-Mart before it is filed.

(d) Following preliminary approval of this Agreement by the Court, Class Counsel shall file a motion with the Court to enter the Order of Final Approval and Final Judgment substantially in the form attached hereto as Exhibit A.

13. Release.

The Parties mutually release all Settled Claims as follows:

(a) Pursuant to the Order of Final Approval and Final Judgment, upon the Effective Date of this Agreement, the Class Representatives and Settlement Class on behalf of themselves, the estates they represent and its beneficiaries; heirs, executors, administrators, attorneys, agents, successors and assigns shall be deemed to have, and by operation of the Order of Final Approval and Final Judgment shall have, with respect to each and every Settled Claim, fully, finally and forever released, relinquished and discharged the Released Parties, of and from any and all claims, rights, demands, charges, complaints, causes of action, obligations or liability of any and every kind whether known or unknown that were asserted in the Action or that could have been but were not asserted in the Action, to the extent that such claims arise out of the alleged facts, circumstances, and occurrences underlying the allegations as set forth in the Action, whether

such allegations were or could have been based on common law or equity, or on any statute, rule, regulation, order, jurisprudence or other law, whether federal, state, or local, or on any grounds whatsoever, including, without limitation, Fla. Stat. § 627.404 (2008), or any other authority, from the beginning of time and forever thereafter. The Class Representatives and Settlement Class on behalf of themselves, the estates they represent and each estate's beneficiaries, heirs, executors, administrators, attorneys, agents, successors and assigns shall forever be enjoined from prosecuting any Settled Claims against any of the Released Parties. This release includes any claim that Wal-Mart improperly insured the lives of its employees, or was unjustly enriched as a result thereof. Such release and bar from prosecution shall be effective whether or not such Settlement Class member submits a Proof of Claim.

(b) Pursuant to the Order of Final Approval and Final Judgment, upon the Effective Date of this Agreement, the Class Representatives, on behalf of themselves, the Settlement Class, and Class Counsel shall take all steps necessary to dismiss all claims, appeals and proceedings pending in the Action on behalf of the Settlement Class, with prejudice to re-filing thereof.

(c) Pursuant to the Order of Final Approval and Final Judgment, upon the filing of the dismissal with prejudice as provided by subparagraph 13(b) of this Agreement, each of the Released Parties shall be deemed to have, and by operation of the Order of Final Approval and Final Judgment shall have, fully, finally and forever released, relinquished and discharged the Class Representatives and all of the Settlement Class members, the estates they represent and any beneficiaries, heirs, executors, administrators, attorneys, agents, successors and assigns from all claims, including unknown claims, which arise out of, are or could have been asserted based upon, or relate in any way to the institution, prosecution, settlement or resolution of the Action or the Settled Claims.

(d) The definition of Settled Claims shall not impair or restrict the rights of the Parties to enforce the settlement set forth in this Agreement.

14. Binding Agreement.

This Agreement becomes the Parties' binding agreement when executed by all Parties and their counsel.

15. Wal-Mart's Option.

Wal-Mart, in its sole and absolute discretion, has the option to withdraw and terminate the settlement in the event that the number of potential Settlement Class members who would otherwise be entitled to participate as members of the Settlement Class, but who timely and validly request exclusion, equals or exceeds twelve (12) in number.

16. Potential Resumption of Litigation.

If Wal-Mart exercises its option under Paragraph 15, or if the Court denies the motion for entry of the Preliminary Approval Order or if there is no Final Approval of the settlement, the Parties agree to file any motions necessary to reinstate the Settled Claims and resume the Action as to the Settled Claims, including the Appeal and the Certified Question Proceeding. If the Action is reinstated and resumed, this Agreement shall be inadmissible as evidence in any civil action or proceeding.

17. Wal-Mart's Denial of Wrongdoing and Liability.

Wal-Mart has strenuously denied, and continues strenuously to deny each and every allegation of liability and any wrongdoing whatsoever made against it in the Action. Wal-Mart also has strenuously denied and continues strenuously to deny the allegations that the Class Representative or any other member of the Settlement Class has suffered damages or that the Class Representative or any other member of the Settlement Class was harmed by the conduct alleged in the Action. Wal-Mart does not agree that certification of a class in this Action or in any other case is appropriate or authorized under law, other than for purposes of this Agreement. This Agreement shall in no event be construed or deemed evidence of or an admission or concession on the part of Wal-Mart with respect to any alleged fault or liability or wrongdoing, any claim for damages or other relief including but not limited to recovery of policy proceeds, prejudgment interest, post-judgment interest, attorney fees or litigation expenses, or any infirmity in the defenses that Wal-Mart has asserted, including, but not limited to, Wal-Mart's defense that the certification of a class is inappropriate in the Action; the defense that the claims asserted in the Action are time-barred; the defense that Plaintiffs and all other potential Settlement Class Members lack standing to bring the claims asserted; and the defense that Wal-Mart had an insurable interest in the decedents it insured. Any stipulation or admission by Wal-Mart contained herein is made for settlement purposes only. In the event this Agreement is not finally approved, nothing contained herein shall be construed as a waiver by Wal-Mart of its contention that class certification is not appropriate or is contrary to law in this Action or any other case or proceeding.

Nonetheless, without admitting any wrongdoing or liability whatsoever, Wal-Mart has entered into this Agreement solely to avoid the continuing additional expense, inconvenience and distraction of this burdensome litigation, and to avoid the risks inherent in a complex case like this Action. By doing so, Wal-Mart desires to settle and compromise all claims of the Settlement Class for damages or other relief, including but not limited to, recovery of policy proceeds, prejudgment interest, post-judgment interest, attorney fees and litigation expenses, to terminate the Action, and to put to rest forever all of the Settled Claims.

18. Venue.

The Parties agree that venue for purposes of obtaining preliminary and final Court approval shall be with the United States District Court for the Middle District of Florida, Tampa Division.

MISCELLANEOUS PROVISIONS

19. The Parties agree that the amounts paid and the other terms of this Agreement were negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

20. This Agreement may not be modified or amended, nor may any of its provisions be waived except by a writing signed by Class Counsel, on behalf of the Atkinson and Armatrout Estates and all members of the Settlement Class, and by Wal-Mart or by their successors-in-interest.

21. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

22. This Agreement is the Parties' entire agreement concerning the settlement of the Action, and no representations, warranties, or inducements have been made by any Party hereto concerning this Agreement other than those contained and memorialized in this Agreement. The Confidential Term Sheet dated January 4, 2011 and signed by the Parties' counsel on January 5, 2011 shall be merged into this Agreement, and if any conflicts arise between the provisions of this Agreement and the Confidential Term Sheet, the provisions of this Agreement shall control.

23. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

24. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto, including any and all Released Parties and any corporation, partnership, or other entity into which or with which any Party hereto may merge, consolidate or reorganize.

25. The construction, interpretation, operation, effect and validity of this Agreement, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of Florida without regard to conflicts of laws, except to the extent, if any, that federal law requires that federal law governs.

26. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Agreement.

27. All counsel and any other person executing this Agreement and any of the exhibits hereto, or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effect its terms.

28. Should any one or more of the provisions of this Agreement be determined to be illegal, invalid or unenforceable, all of the remaining provisions shall be given effect separately therefrom and shall not be affected.

29. Signatures:

The following agree to this settlement:

The Class Representatives and Settlement Class

Wal-Mart Stores

By: Wayne Atkinson
Wayne Atkinson, as Execution of the Estate of Rita Atkinson

By: _____, Wal-Mart Stores, Inc.

Wal-Mart Stores, Inc., Corporation Grantor Trust

By: _____
Richard Armatrout, as the Executor of the Estate of Karen Armatrout

By: _____

Class Counsel

Counsel for Defendants, Wal-Mart Stores, Inc., and Wal-Mart Stores, Inc. Corporation Grantor Trust

By: Michael D. Myers
Michael D. Myers
MCCLANAHAN MYERS & ESPEY LLP
3355 West Alabama, Suite 210
Houston, Texas 77098

By: _____

28. Should any one or more of the provisions of this Agreement be determined to be illegal, invalid or unenforceable, all of the remaining provisions shall be given effect separately therefrom and shall not be affected.

29. Signatures:

The following agree to this settlement:

The Class Representatives and Settlement Class

Wal-Mart Stores

By: _____
Wayne Atkinson, as Execution of the Estate of
Rita Atkinson

By: _____
_____, Wal-Mart Stores, Inc.

Wal-Mart Stores, Inc., Corporation Grantor Trust

By: Richard Armatrout
Richard Armatrout, as the Executor of the
Estate of Karen Armatrout

By: _____

Class Counsel

Counsel for Defendants, Wal-Mart Stores, Inc., and Wal-Mart Stores, Inc. Corporation Grantor Trust

By: Michael D. Myers
Michael D. Myers
MCCLANAHAN MYERS & ESPEY LLP
3355 West Alabama, Suite 210
Houston, Texas 77098

By: _____

EXECUTION COPY

28. Should any one or more of the provisions of this Agreement be determined to be illegal, invalid or unenforceable, all of the remaining provisions shall be given effect separately therefrom and shall not be affected.

29. Signatures:

The following agree to this settlement:

The Class Representatives and Settlement Class

Wal-Mart Stores

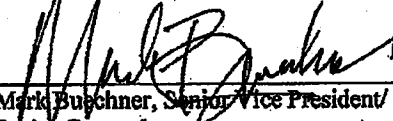
By: _____
Wayne Atkinson, as Execution of the Estate of Rita Atkinson

By: _____, Wal-Mart Stores, Inc.

Wal-Mart Stores, Inc., Corporation Grantor Trust

By: _____
Richard Armatrout, as the Executor of the Estate of Karen Armatrout


Wells Fargo Bank, NA Successor by merger to Wachovia Bank, NA, Trustee

By: 
Mark Buschner, Senior Vice President/
Senior Counsel

Class Counsel

Counsel for Defendants, Wal-Mart Stores, Inc., and Wal-Mart Stores, Inc. Corporation Grantor Trust

By: _____
Michael D. Myers
McCLANAHAN MYERS & ESPEY LLP
3355 West Alabama, Suite 210
Houston, Texas 77098

By: 
Edward A. Moss
SHOOK, HARDY & BACON LLP.
201 S. Biscayne Blvd., Suite 2400
Miami, Florida 33131

28. Should any one or more of the provisions of this Agreement be determined to be illegal, invalid or unenforceable, all of the remaining provisions shall be given effect separately therefrom and shall not be affected.

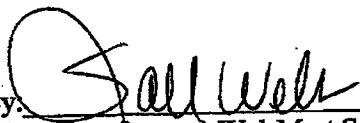
29. Signatures:

The following agree to this settlement:

The Class Representatives and Settlement Class

Wal-Mart Stores

By: _____
Wayne Atkinson, as Execution of the Estate of
Rita Atkinson

By:  _____
Senior VP - Wal-Mart Stores, Inc.
Global Benefits
Wal-Mart Stores, Inc., Corporation Grantor
Trust

By: _____
Richard Armatrout, as the Executor of the
Estate of Karen Armatrout

By: _____

Class Counsel

**Counsel for Defendants, Wal-Mart Stores,
Inc., and Wal-Mart Stores, Inc. Corporation
Grantor Trust**

By: _____
Michael D. Myers
MCCLANAHAN MYERS & ESPEY LLP
3355 West Alabama, Suite 210
Houston, Texas 77098

By: _____