

MYERS GRAVES, PLLC

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William P. Myers
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May 14, 2004

Honorable B.G. Perry
P.O. Box 815
Southaven, MS 38671

RE: DeSoto Citizens for Growth, Inc. vs. Mayor and Board of Alderman City of Hernando
DeSoto County Circuit Cause No. CV2003-0259 R/D

and

DeSoto Citizens for Growth, Inc. vs. Mayor and Board of Alderman City of Hernando
DeSoto County Circuit Cause No. CV2004-016 R/D

MEMORANDUM OF AGREEMENT

Dear Mr. Perry,

As you are advised, this firm has been retained to represent the interest of Wal-Mart Stores, Inc., and its subsidiaries, (including Wal-Mart Real Estate Business Trust) for the purpose of preparing an agreement to memorialize the terms negotiated between your client and Wal-Mart Stores, Inc., and its subsidiaries. The agreement is meant to resolve the concerns of your client regarding the impact of the Wal-Mart development. It is the understanding of Wal-Mart Stores, Inc., and its subsidiaries, that the agreement of Wal-Mart Stores, Inc., and its subsidiaries to these terms is in consideration of your client accepting the ruling of the DeSoto County Circuit Court. That ruling affirmed the zoning decision of the Board of Aldermen of the City of Hernando. Your client agrees NOT to appeal the Circuit Court's decision to the Mississippi Supreme Court.

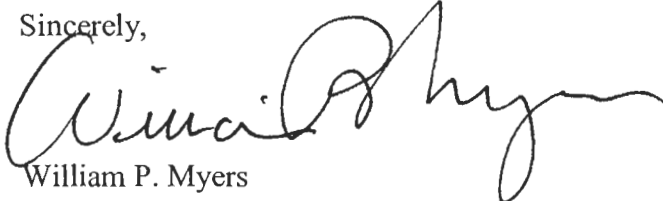
Wal-Mart Stores, Inc., and its subsidiaries, has agreed to do the following: Wal-Mart Stores, Inc., and its subsidiaries, will complete construction on its property in strict accordance with the Site Development Plans for Wal-Mart Supercenter # 5419-00. The referenced plans are those that were presented to your client at the recent meeting of our respective clients. A full set of the plans is attached hereto and made a part of this agreement. The plans address in detail the primary concerns of your client, being the impact of the development on drainage, wastewater disposal and landscaping. Though Wal-Mart Stores, Inc., and its subsidiaries, do not plan to construct fencing, Wal-Mart Stores, Inc., and its subsidiaries, have developed a landscape plan (found on sheets 18 - 21) that addresses the concerns of your client. The plan provides a substantial buffer between the commercial development and the neighborhoods.

All phases of construction, which specifically includes drainage, sanitary sewer and erosion control, will be accomplished in strict compliance with the laws of the United States and the state of Mississippi, as well as ordinances of the City of Hernando. Wal-Mart Stores, Inc., and its subsidiaries, will contribute up to the sum of \$25,000.00 which will be used for specific improvements (likely playground equipment) to be constructed in the Lee's Summit PUD park. If

the Lee's Summit PUD park is not developed for any reason within three years of the date of this Agreement, Wal-Mart Stores, Inc., and its subsidiaries, will contribute \$25,000.00 to DeSoto Sunrise Homes, Inc.

Please sign this Agreement on the line provided below and obtain the signature of Mr. Bellflower, who you advise is authorized to sign the Agreement on behalf of the corporation. It is our understanding that you will provide us with a resolution of the shareholders/members of DeSoto Citizens for Growth, Inc. authorizing Mr. Bellflower to sign this agreement on behalf of the corporation. We look forward to receiving the signed Agreement and resolution at your earliest convenience.

Sincerely,



William P. Myers

WPM

cc: Honorable Ann Corso
Honorable Adele Lucas
Mr. Paul McElyea

On this the ___ day of May, 2004, I signed this agreement for and on behalf of DeSoto Citizens for Growth, Inc., with the authority so to do.

DESOTO CITIZENS FOR GROWTH, INC.



B.G. PERRY,
Attorney for DeSoto Citizens for Growth, Inc.



DALE BELLFLOWER,
President