Davidson County DEEDQC
Recvd: 12/29/03 15:50 4pgs
Fees:23.00 Taxes:955.74
20031229-0183381

QUITCLAIM DEED

This Instrument Prepared By
And After Recording Mail To:
Susan E. Foxworth, Esq.
King & Spalding LLP
191 Peachtree Street
Atlanta, GA 30030

STATE OF ~~TENNESSEE~~ Georgia)
COUNTY OF ~~DAVIDSON~~ Cobb)

To the best of affiant's knowledge, the actual consideration for this transfer is:
$258,309.

Affiant - Transferee

Subscribed and sworn to before me, this 16 day of December, 2003.

DEBORAH L. STRAW NOTARY PUBLIC EXPIRES GEORGIA NOVEMBER 20, 2007 COBB COUNTY

Notary Public
My Commission Expires:_____

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel Number(s):
HD Development of Maryland, Inc. c/o Home Depot U.S.A., Inc 2455 Paces Ferry Road Northwest Building B, 11th Floor Atlanta, Georgia 30339-4024	HD Development of Maryland, Inc. c/o Home Depot U.S.A., Inc 2455 Paces Ferry Road Northwest Building B, 11th Floor Atlanta, Georgia 30339-4024	075-00-0 122.00

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars, ($10.00) cash in hand paid by the hereinafter named Transferee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CREDIT SUISSE LEASING 92A, L.P., a Delaware limited partnership (hereinafter called the **"Transferor"**), does hereby transfer, release, remise, and quitclaim unto HD DEVELOPMENT OF MARYLAND, INC., a Maryland corporation (hereinafter called the **"Transferee"**) all Transferor's right, title and interest in and to that certain tract or parcel of land, together with all appurtenances and hereditaments thereto belonging, having an address of 5010 Old Hickory Blvd, Nashville 37076 located in Davidson County, Tennessee, more particularly described on **Exhibit A,** attached hereto and made a part hereof,

Being the same property conveyed to Transferor by deed of record in Book 10202, Page 601, in the Register's Office of Davidson County, Tennessee.

The conveyance effected hereby and warranty of title set forth herein is expressly made subject to (i) taxes and special assessments for the year 2003, and subsequent years, not yet due and payable, (ii) zoning ordinances, building codes and other land use laws and applicable governmental regulations, (iii) all covenants, agreements, conditions, easements, restrictions and rights, whether of record or otherwise, and (iv) any and all matters that would be shown by a physical inspection of the Property.

WITNESS MY HAND, this 16th day of December, 2003.

TRANSFEROR:

CREDIT SUISSE LEASING 92A, L.P.
a Delaware limited partnership

By: CREDIT SUISSE FIRST BOSTON,
a Swiss bank, its general partner

Witness

By: _____
Carl Weatherley-White
Director of CSFB

By: _____
William O'Daly
Director of CSFB

[*acknowledgment on following page*]

STATE OF New York)
COUNTY OF New York)

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Carl Weatherley-White, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a director of Credit Suisse First Boston, the general partner of Credit Suisse Leasing 92A, L.P., the within named transferor, and that he as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself as such officer as his own free act and deed.

Witness my hand, at office, this 16th day of December, 2003.

Notary Public

My Commission Expires: 03/27/06

SUSAN D. HARRISON
Notary Public, State Of New York
No. 01HA6031963
Qualified In New York County
Commission Expires 03/27/2006

STATE OF New York)
COUNTY OF New York)

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared William O'Daly, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a director of Credit Suisse First Boston, the general partner of Credit Suisse Leasing 92A, L.P., the within named transferor, and that he as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself as such officer as his own free act and deed.

Witness my hand, at office, this 16th day of December, 2003.

Notary Public

My Commission Expires: 03/27/06

SUSAN D. HARRISON
Notary Public, State Of New York
No. 01HA6031963
Qualified In New York County
Commission Expires 03/27/2006

EXHIBIT "A"
LEGAL DESCRIPTION
Nashville, Davidson County, TN (Store #0733)

Being Tract 9 as shown on the Final Plan of Hermitage Market Place of record in Plat Book 9700, page 222 and revised in Plat Book 9700, page 243, Register's Office for Davidson County, Tennessee.

Together with all easements granted to Credit Suisse Leasing 92A, L.P. by that certain Declaration of Easements, Restrictive Covenants, Conditions and Restrictions of record in Book 10202, page 607, said Register's Office .

Together will all easements granted to Credit Suisse Leasing 92A L.P. set forth in that certain Restrictions and Reciprocal Agreement of record in Book 10971, page 342, aforesaid records

Being a portion of that same property conveyed to Credit Suisse Leasing 92A, L.P., a Delaware limited partnership by deed from First Tennessee Bank National Association by Warranty Deed dated September 25, 1996 of record in Book 10202, page 601, Register's Office for Davidson County, Tennessee

Record and Return to:
Karen Kirspel
Fidelity National Title
1800 Parkway Place, Suite 700
Marietta, GA 30067