

RELEASE

This Release (this "Release") is entered into as of the ____ day of _____ 20__ by and among HFI ACQUISITIONS COMPANY LLC, a Delaware limited liability company having an address at 1985 Cedar Bridge Avenue, Lakewood, New Jersey 08701 ("Landlord") and HOMESTEAD VILLAGE L.L.C. (formerly known as BRE/Homestead Village L.L.C.), a Delaware limited liability company having an address at 100 Dunbar Street, Spartanburg, SC 29306 ("Guarantor").

RECITALS:

(a) HPT HSD Properties Trust, Landlord's predecessor-in-interest, and HVI (2) Incorporated predecessor-in-interest to HVI (2), LLC, a Delaware limited liability company ("Tenant"), entered into a Lease Agreement, dated February 23, 1999, as amended by a First Amendment to Lease, dated May 17, 2002 and by a Notice of Termination of Lease, dated July 20, 2007 (as amended, the "Lease").

(b) Homestead Village Incorporated, Guarantor's predecessor-in-interest entered into a Guaranty of the Lease, dated February 23, 1999 (the "Guaranty"). By an Assumption of Guaranty, dated November 26, 2001, Guarantor assumed the obligations of Homestead Village Incorporated under the Guaranty.

(c) Landlord, Tenant and Guarantor have agreed to terminate the Lease pursuant to that certain Lease Termination Agreement, dated as of _____ (the "Lease Termination Date").

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Tenant and Guarantor hereby agree as follows:

1. Landlord Release. Landlord hereby releases Guarantor and its respective officers, directors, employees, agents, affiliates, successors and assigns (collectively, the "Tenant Released Parties") from any and all claims and liabilities that Guarantor may otherwise have to Landlord under the Guaranty, except for any express obligations of Guarantor under this Release.

2. Guarantor Release. Guarantor hereby releases Landlord and its officers, directors, employees, agents, affiliates, successors and assigns (collectively, the "Landlord Released Parties") from any and all claims and liabilities that Landlord may otherwise have to Guarantor under the Lease, the Guaranty, the Indemnity, the FF&E Pledge and the LLC Pledge, except for any express obligations of Landlord under this Release.

3. Guarantor Deposit. Guarantor hereby waives and releases any and all rights that Guarantor may have in and to the cash deposit being held by Landlord as security for

Guarantor's obligations under the Guaranty pursuant to Section 3.6 of the Guaranty, which deposit shall be the exclusive property of Landlord as of the Lease Termination Date.

4. WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING OUT OF THE LEASE, THIS RELEASE OR THE OTHER DOCUMENTS AND INSTRUMENTS EXECUTED AND DELIVERED IN CONNECTION HEREWITH.

5. Counterparts. This Release may be signed in any number of counterparts (and by facsimile or portable document format), each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

6. Governing Law. This Release and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Release as of the date first set forth above.

LANDLORD:

HFI ACQUISITIONS COMPANY LLC,
a Delaware limited liability company

By: _____
Name:
Title:

GUARANTOR:

HOMESTEAD VILLAGE L.L.C.(formerly known
as BRE/Homestead Village L.L.C.), a Delaware
limited liability company

By: _____
Name:
Title: