Prepared by and when recorded, return to:
Gregory Ressa, Esq. @ Simpson Thacher & Bartlett
425 Lexington Ave, NY, NY 10017

Map 95-0 Parcel 124

Real property tax bills to be sent to:
Homestead Village Management, LLC
2100 RiverEdge Parkway, 9th Floor
Atlanta, GA 30328
Attn: Accounts Payable

Instrument:
Deed Without Warranty
TENNESSEE

Davidson County DEEDQC
Recvd: 12/07/01 16:01 5pgs
Fees:27.00 Taxes:0.00
20011207-0135317

Dated:
11/20/01, but effective as of 11/20/01

Grantor:
Atlantic Homestead Village Limited Partnership, a Delaware Limited Partnership
Address:
c/o The Blackstone Group, 345 Park Ave, NY, NY 10154

Grantee:
BRE/HV Properties L.L.C., a Delaware Limited Liability Company
Address:
c/o The Blackstone Group, 345 Park Ave, NY, NY 10154

Nature of Conveyance and Consideration:
This is a conveyance to an entity under common ownership with Grantor without monetary consideration of any kind whatsoever other than the nominal consideration recited hereinafter. Accordingly, this conveyance merely changes the manner in which title is held with no change in beneficial interest (i.e. Grantor and Grantee to hold the same proportionate interest).

Witnesseth:
That the Grantor, in consideration of the sum of $1 paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns all of its right, title and interest in and to that certain plot, piece or parcel of land (together with the buildings and improvements thereon erected) described on Schedule A hereto (the "Premises").

Together with:
All right, title and interest (if any) of Grantor in and to any streets and roads abutting the Premises to the center line thereof, as well as any gaps, strips or gores on, around or within the Premises;

Together with:
All right, title and interest (if any) of Grantor in and to any hereditaments and appurtenances, and all of the estate and rights of Grantor;

The Premises herein conveyed unto the Grantee, its successors and assigns forever;

Warranty Disclaimer:
Notwithstanding anything to the contrary contained herein, this conveyance is executed and delivered without warranties of title, express or implied, in law or in equity, of any kind whatsoever.

Multi-State Partnership Execution and Acknowledgement

In witness whereof:
The undersigned has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

	Atlantic Homestead Village Limited Partnership, a Delaware Limited Partnership By: BRE/Homestead Village L.L.C., a Delaware Limited Liability Company, as general partner By: _____ Name: Jonathan D. Gray Title: Senior Managing Director

State of NY
County of NY

On 11/20/01, before me, the undersigned officer, personally appeared Jonathan D. Gray personally known and acknowledged himself to me (or proved to me on the basis of satisfactory evidence) to be the Senior Managing Director of BRE/Homestead Village L.L.C., (hereinafter, the "LLC"), which said LLC is the general partner of Atlantic Homestead Village Limited Partnership (the "Partnership"), and that as such officer, being duly authorized to do so pursuant to its partnership agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said LLC and Partnership.

(A) To the extent this instrument was executed in the State of New York and affects real property outside the State of New York, the following is the prescribed New York statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, or (B) to the extent this instrument was executed in the State of New York and affects real property in the State of New York, the following is the prescribed New York statutory form of acknowledgment and supercedes the foregoing acknowledgment: On 11/_____/01 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan D. Gray, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal:

Sandra M. Reddy
Notary Public

SANDRA M. REDDY
NOTARY PUBLIC, State of New York
No. 01RE6012762
Qualified in New York County
Commission Expires August 31, 2002

Schedule A

STATE OF TENNESSEE
COUNTY OF DAVIDSON The actual consideration or value whichever is greater, for this transfer is $ 0

Affiant

Subscribed and sworn to before me this the ____ day of November 2001.

My commission expires:

(Affix Seal) *Notary Public*

SARA HUTTON
NOTARY PUBLIC, State of New York
No. 01HU6064621
Qualified in New York County
Commission Expires October 1, 2005

Value Affidavit

EXHIBIT "A"

NASHVILLE AIRPORT
727 MCGAVOCK PIKE

ASSET #94

A certain tract of land located in Davidson County, Tennessee and described as follows (the "Property"), being Lot 1 on the Plan of Homestead Village Nashville-Airport, shown of record in Book 9700, page 163, said Register's Office, and further described as follows:

Being a certain tract of land located along the south side of Elm Hill Pike and the east side of McGavock Pike in the in the Fourteenth Councilmanic District of Nashville, Davidson County, Tennessee, being more particularly described as follows:

Beginning at an iron pin (old), said pin being the southwest corner of the herein described tract, a corner to Bridgestone/Firestone, Inc. as evidenced in Book 8445, page 829, R.O.D.C.T. and being in the east right of way of McGavock Pike and being the beginning to a curve to the left. Said curve having a central angle of 03°10'18", a radius of 1,025.18 feet, an arc length of 56.75 feet and a chord of North 18°56'29" West 56.74 feet;

Thence with said right of way, along the arc of the above described curve, 56.75 feet to an iron pin (old);

Thence with said right of way North 20°28'12" West, 133.48 feet to an iron pin (old), said pin being the beginning of a curve to the right, said curve having a central angle of 16°23'42", a radius of 603.32 feet, an arc length of 172.64 feet, and a chord of North 12°18'07" West, 172.05 feet;

Thence with said right of way, along the arc of the above described curve, 172.64 feet to an iron pin (old), said pin being the beginning of a curve to the right, said curve having a central angle of 28°06'49", a radius of 380.00 feet, an arc length of 186.46 feet and a chord of North 09°57'02" East, 184.59 feet;

Thence with said right of way, along the arc of the above described curve, 186.46 feet to an iron pin (old), said pin being the beginning of a curve to the left, said curve having a central angle of 02°03'20", a radius of 4,005.00 feet, an arc length of 143.69 feet and a chord of North 22°59'19" East, 143.69 feet;

Thence with said right of way, along the arc of the above described curve, 143.69 feet to an iron pin (new);

Thence with said right of way North 21°54'43" East, 45.63 feet to an iron pin (new), said pin being a corner to Tract 1, common area for Century City, as evidenced in Book 7900, page 894, R.O.D.C.T., thence with said Tract 1 for the next 3 calls: 1.) South 74°30'13" East, 109.50 feet to an iron pin (new); 2.) North 48°44'50" East, 109.87 feet to an iron pin (new); and 3.) North 18°49'12" East, 76.32 feet to an iron pin (new), said pin being in the south right of way of Elm Hill Pike;

Thence with said right of way North 81°12'41" East, 51.74 feet to an iron pin (new);

Thence with said right of way South 69°46'06" East, 120.49 feet to an iron pin (new), said pin being a corner to SRE Realty Partners III, L.P. as evidenced in Book 7739, page 548, R.O.D.C.T.;

Thence with the line of SRE Realty Partners III, L.P. for the next 7 calls: 1.) South, 20°07'33" West, 104.83 feet to an iron pin (old); 2.) South 61°01'37" West, 103.36 feet to an iron pin (new); 3.) South 32°00'19" West, 94.34 feet to an iron pin (old); 4.) South 03°48'51" West, 150.36 feet to an iron pin (old); 5.) South 41°59'14" East, 269.07 feet to an iron pin (new); 6.) South 18°26'06" East, 189.74 feet to an iron pin (new); and 7.) South 20°01'29" East, 202.61 feet to an iron pin (old);

Thence severing the Century Capital Investors N, L.P. property South 61°31'47" West, 182.26 feet to an iron pin (new), said pin being in the line of the aforementioned Bridgestone/Firestone, Inc. property;

Thence with the line of Bridgestone/Firestone, Inc. for the next 4 calls: 1.) North 29°11'37" West, 144.47 feet to an iron pin (new), said pin being the beginning of a curve to the left, said curve having a central angle of 21°12'31", a radius of 190.00 feet, an arc length of 70.33 feet and a chord of North 39°47'51" West, 69.93 feet; 2.) thence with the arc of the above described curve 70.33 feet to an iron pin (new), said pin being the beginning of a curve to the right, said curve having a central angle of 23°59'07", a radius of 350.00 feet, an arc length of 146.52 feet and a chord of North 38°24'31" West, 145.45 feet; 3.) thence with the arc of the above described curve 146.52 feet to an iron pin (new), and 4.) South 72°37'44" West, 143.95 feet to the point of beginning and containing 315,398 square feet or 7.241 acres according to a survey by Jackie L. Dillehay, Tennessee Registered Land Surveyor #1417, P.O. Box 456, Hartsville, Tennessee 37074, dated August 28, 1995, (Job #7395).

Being the same property conveyed to Atlantic Homestead Village Limited Partnership by Quitclaim Deed of record in Book 11351, page 327, Register's Office for Davidson County, Tennessee.