

ATTACHMENT B-1

**FULL AND FINAL GENERAL RELEASE
AND SETTLEMENT AGREEMENT AS TO ALL CLAIMS**

FOR AND IN CONSIDERATION, of the sum of _____ DOLLARS AND _____/100 (\$_____) and other valuable consideration, the receipt of which is hereby acknowledged by _____, (Hereinafter, "RELEASOR") from or on behalf of ARCHSTONE-SMITH OPERATING TRUST, SMITH PROPERTY HOLDINGS HARBOUR HOUSE L.L.C., SMITH PROPERTY HOLDINGS HARBOUR HOUSE SOUTH L.L.C. and their respective past, present, and future administrators, affiliates, assigns, attorneys, insureds, agents, servants, legal representatives, partners, officers, directors, members, stockholders, trustees, employees, predecessor-, successor-, affiliated-, subsidiary-, and parent-corporations (and the officers, directors, and employees of such corporations) and insurers (collectively, "HHS"),

RELEASOR on his/her own behalf and on behalf of his/her heirs, distributees, guardians, legal representatives and assigns hereby releases and forever discharges HHS and its past, present, and future executors, administrators, assigns, attorneys, insureds, agents, servants, legal representatives, partners, officers, directors, stockholders, employees, predecessor-, successor-, affiliated-, subsidiary-, and parent-corporations (and the officers, directors, and employees of said corporations) and insurers, from any and all manner of past and present claims that have been or could have been made against HHS, whether known or unknown, regarding, related to, or arising from moisture infiltration damage or mold damage allegedly existing during the Class Period, as that term is defined in the Class Settlement Agreement entered into between Class Members and HHS in the matter of HENRIQUES v. ARCHSTONE-SMITH OPERATING TRUST, SMITH PROPERTY HOLDINGS HARBOUR HOUSE L.L.C., SMITH PROPERTY HOLDINGS HARBOUR HOUSE SOUTH L.L.C., Case Number 02-21697 CA 06, filed in Miami-Dade County, Florida, including, without limitation, personal injury claims, property claims, mold and/or any indoor environmental quality related claims, consortium claims, claims for indemnity or contribution, actions, causes of action, rights, judgments, debts, contracts, promises, allegations, demands, obligations, duties, suits, expenses, assessments, penalties, charges, injuries, losses, costs, damages, statutory claims for damages, exemplary and/or punitive damages, attorney fees and liabilities (hereinafter all referred to collectively as "Claims").

RELEASOR and HHS understand and acknowledge the significance and consequence of releasing all of these Claims (including presently existing, but unknown, unasserted, unsuspected or undiscovered Claims) and hereby assume full risk and responsibility for any and all injuries, losses, damages, assessments, penalties, charges, expenses, attorney fees, costs and/or liabilities that the parties herein may hereafter incur or discover which in any way should arise out of or relate to such Claims.

RELEASOR hereby further warrants, represents, and acknowledges to HHS that:

- (a) RELEASOR has the right and authority to execute this Release and receive the consideration therefor;
- (b) RELEASOR has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims covered by this Release, except as specified below;

- (c) The consideration received by RELEASOR for this Release is fair, reasonable, sufficient, just and adequate and constitutes lawful consideration supporting the execution of this Release;
- (d) RELEASOR has read all provisions of this Release in full, and understands them and voluntarily agrees to be bound thereby; and
- (e) RELEASOR is entering into this Release based solely and exclusively upon his/her analysis of the facts and/or information of which he/she is independently aware and not based upon or in reliance upon any statements and/or representations of HHS (except to the extent such statements and/or representations are fully and expressly set forth herein).

IT IS FURTHER UNDERSTOOD AND AGREED by RELEASOR and HHS that RELEASOR hereby assigns and transfers to HHS any and all rights or claims that exist in RELEASOR'S favor in contribution under Section 768.31, Florida Statutes, and/or indemnity against any contractor(s), third party(ies), or other entity(ies) who may be jointly or severally liable for the injury(ies) and/or damages to RELEASOR arising out of or related to the residency(ies) of RELEASOR at the property known as Harbour House South, located at 10275 Collins Avenue, Bal Harbour, Florida. RELEASOR and HHS further agree and stipulate that any lawsuit brought against any such contractor(s), third party(ies), or other entity(ies) pursuant to this assignment, shall be brought in the name of HHS, and not in the name of Releasor / Assignor; *provided* that such designation does not affect the validity of this assignment.

IT IS FURTHER UNDERSTOOD AND AGREED by RELEASOR and HHS that if the facts pursuant to which this Release is made hereafter prove to be other than or different from the facts now understood and/or believed by RELEASOR and/or HHS to be true, then RELEASOR and HHS expressly agree that it is their express and specific intent to assume and accept this risk and RELEASOR and HHS agree that all the terms of the Release shall be in all respects effective and not subject to reformation, termination or rescission on account of any such difference in facts.

IT IS FURTHER UNDERSTOOD AND AGREED by RELEASOR that the terms of this settlement, including but not limited to the consideration which he/she has received in this matter, shall not be disclosed to any third-party except:

- (a) By compulsion of a valid and enforceable subpoena;
- (b) By compulsion of a valid court order of a competent jurisdiction;
- (c) By prior written approval of HHS; or
- (d) To the extent necessary for RELEASOR to comply with any applicable laws, rules, regulations, statutes or ordinances necessary to the conduct of their business affairs; provided, however, that prior to disclosure under subparagraphs (a) and (b) above, RELEASOR will make diligent efforts to give HHS sufficient and reasonable notice of such subpoena or order of the court to enable HHS to object to same and move to quash or to take such other action as is allowed by law to prevent disclosure pursuant thereto. Any breach of the foregoing confidentiality clause shall entitle the aggrieved party(ies) to any and all legal and/or equitable remedies available.

IT IS FURTHER UNDERSTOOD AND AGREED to by RELEASOR and HHS that this Release:

- (a) is in settlement and compromise of disputed Claims and that any consideration contained herein is not to be construed as an admission of liability;
- (b) shall be binding on all parties herein and shall inure to the benefit of RELEASOR and HHS, and their respective past, present, and future dependents, heirs, executors, administrators, assigns, attorneys, insureds, agents, servants, legal representatives, partners, officers, directors, stockholders, trustees, employees, predecessor-, successor-, affiliated-, subsidiary-, and parent-corporations (and the officers, directors, and employees of said corporations), and insurers; and
- (c) contains the entire agreement between the parties with respect to the subject matter of this Release and any agreement hereafter made shall be ineffective to change, modify, or discharge this Release unless such subsequent agreement is in writing and signed by the party to be charged.

THIS IS A LEGALLY BINDING CONTRACT
READ CAREFULLY BEFORE SIGNING

Date: _____

[NAME OF RESIDENT/RELEASOR]

ACKNOWLEDGMENT

STATE OF FLORIDA)

:SS

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____, RELEASOR, who is personally known to me [] or has produced _____ as identification, and who after first being duly sworn, deposed and stated that she is a party to this General Release and above to be true and correct to the best of her knowledge and belief, and that she has executed same of her own free act and deed for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me in the State and County aforesaid this ____ day of _____, 2003.

NOTARY PUBLIC - State of
My Commission expires: