

EXHIBIT G  
Form of Assignment and Assumption Agreement

This Assignment and Assumption Agreement, dated as of \_\_\_\_\_, 2010, is by and between Stayton SW Assisted Living, L.L.C., an Oregon limited liability company, (1) as successor-in-interest to the record owner(s) identified on Schedule 1 hereto, pursuant to (A) an order entered on October 2, 2009, in U.S. District Court Case No. \_\_\_ (United States District Court for the District of Oregon), approving the distribution plan and (B) an order entered on December 22, 2009, in U.S. District Court Case No. \_\_\_ (United States District Court for the District of Oregon), pursuant to which the assets of such record owner(s) were substantively consolidated and made part of the bankruptcy estate of Stayton SW Assisted Living, L.L.C., and (2) as authorized by an order entered on [\_\_\_\_\_, 2010], in U.S. District Court Case No. \_\_\_ (United States District Court for the District of Oregon) to sell, transfer and convey the interest held by the record owner(s) identified on Schedule 2 hereto in the Purchased Properties ("**Stayton**") and BRE/SW Portfolio LLC, a Delaware limited liability company ("**Purchaser**").

Stayton and Purchaser have entered into an Agreement of Purchase and Sale dated as of January \_\_\_, 2010 ("**Purchase Agreement**") pursuant to which Purchaser is purchasing, upon the terms and conditions, and subject to the covenants and conditions, set forth in the Purchase Agreement. Capitalized terms used herein and not defined shall have the meaning assigned thereto in the Purchase Agreement. For avoidance of doubt, the "**Assumed Liabilities**" include Purchaser's performance from and after the date hereof of each of the Assumed Real Property Loans identified on Annex 2 to this Assignment and Assumption Agreement.

In connection with Purchaser's purchase of the Properties set forth on Annex 1 attached hereto (the "**Purchased Properties**"), Stayton desires to assign, transfer, set over and convey to Purchaser all of Sellers' right title and interest under the following with respect to the Purchased Properties (collectively, the "**Assigned Rights and Obligations**"):

- (i) the Resident Agreements (including, without limitation, all Security Deposits, Entrance Fees and Concessions of Rent);
- (ii) the Assumed Operating Contracts set forth on Schedule A attached hereto;
- (iii) the Assumed Unexpired Leases set forth on Schedule B attached hereto;
- (iv) the Assumed Loan Documents set forth on Schedule C attached hereto;
- (v) the Ground Leases set forth on Schedule D attached hereto;
- (vi) all guarantees, warranties and similar agreements from vendors, contractors, subcontractors, manufacturers, distributors or suppliers of services or materials to the Purchased Properties;
- (vii) the telephone numbers for the Purchased Properties;
- (viii) all Licenses (to the extent the same are assignable) related to the Purchased Properties and the Improvements and CLIA Numbers related to the Purchased Properties; and
- (ix) all Trust Funds which are not returned to the residents/patients pursuant to Section 5.1(p) of the Purchase Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Stayton hereby sells, assigns, transfers, delegates and conveys to Purchaser all of Sellers' right, title and interest in and to the Assigned Rights and Obligations (including the obligations and liabilities which arise with respect to acts or events occurring, on or after the date hereof).
2. Purchaser hereby accepts the foregoing assignment and delegation, and assumes and agrees to pay, perform and discharge the liabilities of Sellers under and with respect to the Assigned Rights and Obligations (including, the Assumed Liabilities with respect to such Purchased Properties) which arise with respect to acts or events occurring, on or after the date hereof.
3. This Assignment and Assumption Agreement is executed and delivered pursuant to the Purchase Agreement and the Sale Approval Order. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment and Assumption Agreement, the terms of the Purchase Agreement shall govern.
4. Stayton and Purchaser hereby agree, without further consideration, to execute, make, acknowledge, and deliver such instruments, agreements and other documents as may be reasonably required to effectuate the purposes of this Assignment and Assumption Agreement and to consummate the transactions contemplated hereby.
5. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon without regard to the conflict of laws principles thereof.
6. Neither this Assignment and Assumption Agreement nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by the party against which enforcement of such amendment, change, waiver, discharge or termination is sought.
7. This Assignment and Assumption Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
8. Nothing expressed or implied in this Assignment and Assumption Agreement is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.
9. This Assignment and Assumption Agreement and the terms and provisions hereof shall insure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of Stayton and Purchaser.

**PURCHASER:**

**BRE/SW Portfolio LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STAYTON:**

**Stayton SW Assisted Living, L.L.C.**, (1) as successor-in-interest to the record owner(s) identified on Schedule 1 hereto, pursuant to (A) an order entered on October 2, 2009, in U.S. District Court Case No. \_\_\_\_ (United States District Court for the District of Oregon), approving the distribution plan and (B) an order entered on December 22, 2009, in U.S. District Court Case No. \_\_\_\_ (United States District Court for the District of Oregon), pursuant to which the assets of such record owner(s) were substantively consolidated and made part of the bankruptcy estate of Stayton SW Assisted Living, L.L.C., and (2) as authorized by an order entered on [\_\_\_\_\_, 2010], in U.S. District Court Case No. \_\_\_\_ (United States District Court for the District of Oregon) to sell, transfer and convey the interest held by the record owner(s) identified on Schedule 2 hereto in the Purchased Properties.

By: \_\_\_\_\_  
Clyde A. Hamstreet, Chief Restructuring  
Officer

**ANNEX 1 TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

Assumed Real Property Loans at Closing Date

Loan	Unpaid Principal	Escrow Balance	Reserve Balance	Maturity	Interest Rate	Last Interest Payment	Periodic Principal Payments	Periodic Interest Payments	Payments out of Escrow

**ANNEX 2 TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

Assumed Real Property Loans at Closing Date

Loan	Unpaid Principal	Escrow Balance	Reserve Balance	Maturity	Interest Rate	Last Interest Payment	Periodic Principal Payments	Periodic Interest Payments	Payments out of Escrow

**Schedules to be completed and attached at Closing**

**Schedule A – Assumed Operating Contracts**

**Schedule B – Assumed Unexpired Leases**

**Schedule C – Assumed Loan Documents**

**Schedule D – Ground Leases [if applicable]**

**Schedule 1 – Record Owner**

**Schedule 2 – TIC Investor**

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