

EXHIBIT W

Form of Ground Lease Estoppel

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is given as of the ____ day of _____, 2010 by _____ ("**Landlord**"), at the request of Stayton SW Assisted Living, L.L.C., an Oregon limited liability company (the Consolidated Sunwest Related Entities) ("**Stayton**") and successor in interest to _____, an Oregon limited liability company ("**Tenant**"), pursuant to the Order Granting the Joint Motion of Debtor, the Tenants-in-Common Committee and the Unsecured Creditor Committee for Substantive Consolidation of Assets and Liabilities of Sunwest Related Entities dated December 22, 2009 (the "**Consolidation Order**"), for the benefit of BRE/SW Portfolio LLC, a Delaware limited liability company or its assigns ("**Purchaser**").

RECITALS

A. Pursuant to that certain lease described in Exhibit A hereto ("**Lease**"), Tenant leases certain premises located in the City of _____, County of _____, and State of _____, as more particularly described in the Lease ("**Premises**").

B. Stayton has represented to Landlord as follows:

1. Prior to December 30, 2008, Tenant was part of Sunwest Management, Inc. ("**Sunwest**"), a group of related entities involved in acquisition, development, design, construction, financing, insuring and operating senior living and other properties, assets and operations (the "**Sunwest Enterprise**"). Each Sunwest-affiliated property had separate ownership, often involving multiple investors.

2. In 2008, several of the entities owning or operating Sunwest senior living facilities commenced bankruptcy cases. On or about December 30, 2008, Sunwest's founder also filed an individual voluntary petition for bankruptcy relief in the United States Bankruptcy Court for the District of Oregon.

3. The United States District Court for the District of Oregon ("**Court**") has withdrawn the reference of the bankruptcy cases commenced in Oregon and most of the bankruptcy cases commenced in other state(s) have been transferred to the Court.

4. On March 2, 2009 the United States Securities and Exchange Commission ("**SEC**") commenced an SEC enforcement action against Sunwest. In this action, SEC alleged that the Sunwest Enterprise was a unitary enterprise.

5. On October 2, 2009, the Court in the SEC enforcement action entered its Approval Order, which designated Stayton as the Unitary Sunwest Enterprise and authorized Stayton to sell the interests of co-owners of the Sunwest Enterprise properties, including the Premises ("**Sunwest Order**"). Thus, pursuant to the Sunwest Order and the Consolidation Order, Stayton has acquired Tenant's interest in the Premises.

6. Stayton seeks to sell its interest in the Premises to Purchaser and Purchaser seeks to acquire Stayton's interest in the Premises.

C. All capitalized terms used in this Estoppel Certificate but not defined herein shall have the meanings specified in the Lease.

Landlord hereby confirms, certifies and represents to Purchaser and Stayton that:

1. The Lease commenced on _____.
2. The Lease is in full force and effect and has not been amended, modified or revised [except as set forth on Exhibit A].
3. The Lease will expire on _____, unless extended. The holder of the tenant's interest has the following further rights to extend or renew the Lease term:
[If none, state NONE]
4. The initial monthly rent was \$_____ per month. The monthly rent presently payable pursuant to the Lease is \$_____ per month through _____, 20____.
5. Tenant has paid rent through and including _____. Tenant has not prepaid any rent or other charges more than 30 days in advance of the dates on which that rent or those charges have become due under the terms of the Lease [except as follows: _____].
6. The holder of the tenant's interest under the Lease has no right of first refusal, option or other right to purchase the Premises or any portion thereof [except as follows: _____].
7. Landlord has consented to Stayton's transfer and assignment of Stayton's interest in the Lease to Purchaser for all purposes under the Lease.
8. Landlord has no claims, counterclaims, credits, defenses or set-offs against Tenant or Stayton in connection with the tenancy created by the Lease.
9. Landlord owns the fee interest in the Premises and such interest is not subject to any mortgage or other material encumbrance, except as follows:
[If none, state NONE]
10. Neither Tenant nor Stayton is in default in respect of any of its obligations and, to Landlord's knowledge, no event has occurred, and no condition exists, with the passage of time, the giving of notice or both that would permit Landlord to terminate the Lease or assert a breach or default of the Lease by Tenant or Stayton.
11. Landlord is not in default in respect of any of its obligations and, to Landlord's knowledge, no event has occurred, and no condition exists, with the passage of time, the giving of notice or both that would permit Tenant or Stayton to terminate the Lease or assert a breach or default of the Lease by Landlord.

12. This Estoppel Certificate is given to Purchaser and Stayton on the understanding that Purchaser and Stayton will be relying upon this Estoppel Certificate in connection with the acquisition of the Stayton's interest in the Lease. This Estoppel Certificate shall be binding on Landlord and its successors and assigns and will inure to the benefit of Purchaser, Stayton, any lenders of Purchaser or Stayton, and their respective successors and assigns.

[signatures on following page]

IN WITNESS WHEREOF, Landlord has executed this Estoppel Certificate on the _____ day
of _____, 2010.

LANDLORD:

By: _____

Its: _____

Exhibit A
Documents Comprising the Lease

[describe]

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