EXHIBIT G

ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST

THIS ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST (this "Assignment"), is made as of _____, 2010, by and between **ERICKSON RETIREMENT COMMUNITIES, LLC**, a Maryland limited liability company ("ERC"), and **REDWOOD-ERC PROPERTIES, LLC**, a Maryland limited liability company ("PropCo").

WHEREAS, reference is made to the Second Amended and Restated Master Purchase and Sale Agreement effective as of February 16, 2010 among Redwood-ERC Senior Living Holdings, LLC, Redwood-ERC Management, LLC, Redwood-ERC Development, LLC, Redwood-ERC Properties, LLC, Redwood-ERC Concord, L.P., Redwood-ERC Dallas, LLC, Redwood-ERC Houston, LLC, Redwood-ERC Ashburn, LLC, Redwood-ERC Littleton, LLC, Redwood-ERC Novi, LLC, Redwood-ERC Kansas, LLC, Redwood-ERC Tinton Falls II, LLC, Redwood-ERC Senior Care, LLC, Erickson Retirement Communities, LLC, Erickson Group, LLC, Concord Campus, L.P., Dallas Campus, LP, Houston Campus, L.P., Ashburn Campus, LLC, Littleton Campus, LLC, Novi Campus, LLC, Kansas Campus, LLC, Tinton Falls Campus II, LLC, Warminster Campus, L.P., Hingham Campus, LLC, Lincolnshire Campus, LLC, Naperville Campus, LLC, Point View Campus II, LLC, Senior Campus Care, LLC, and Erickson Construction, LLC (the "MPSA"); and

WHEREAS; ERC owns a 100% limited liability company interest (the "Interest") in [_____], LLC, a Maryland limited liability company (the "Transferred Landowner").

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, as contemplated by the MPSA:

1. ERC hereby sells, assigns, transfers and delivers the Interest to PropCo. PropCo hereby accepts the sale, assignment, transfer and delivery of the Interest from ERC.

2. ERC agrees that this Assignment is intended to and shall effect a complete termination of all rights and interests that ERC holds as a member of the Transferred Landowner, including, without limitation, all rights to share in profits, losses and distributions, and all rights to participate in the management of the Transferred Landowner, to the extent relating to the period from and after Closing.

3. PropCo and ERC each hereby agree to execute and deliver promptly upon request of the other party such further agreements or instruments and to do, or cause to be done, such further acts and things as may be necessary or appropriate to complete or confirm the sale, assignment, transfer and delivery of the Interest to PropCo.

4. This Assignment embodies the entire agreement and understanding of ERC and PropCo with respect to the transactions contemplated hereby, and supersedes all other prior commitments, arrangements or understandings, both oral and written, between ERC and PropCo with respect to the subject matter hereof, other than the MPSA. The headings herein are for convenience only, do not constitute a part of this Assignment, and shall not be deemed to limit or affect any of the provisions hereof.

5. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

6. This Assignment may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

7. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the MPSA, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the MPSA. If any conflict exists between the terms of this Assignment and the terms of the MPSA, the terms of the MPSA shall govern and control. All capitalized terms used but not defined in this Assignment shall have the meaning assigned thereto in the MPSA.

* * *

The remainder of this page is left blank intentionally. Signatures follow on the next page.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Limited Liability Company Interest to be duly executed and delivered as an instrument under seal as of the date first written above.

ERC:

ERICKSON RETIREMENT COMMUNITIES, LLC

By: _____ (seal)
Name:
Title:

PropCo:

REDWOOD-ERC PROPERTIES, LLC

By: _____ (seal)
Name:
Title: