WESTMINSTER-CANTERBURY OF THE BLUE RIDGE
PROMISSORY NOTE CONSTITUTING OBLIGATION NO. 9

$39,500,000

Dated: October 4, 2016

Westminster-Canterbury of the Blue Ridge (the "Corporation"), a nonstock, not-for-profit
Virginia corporation, for value received, hereby promises to pay to the Economic Development
Authority of Albemarle County, Virginia (the "Authority"), or assigns, the principal sum of
THIRTY-NINE MILLION FIVE HUNDRED THOUSAND DOLLARS ($39,500,000), or such
lesser amount as may be advanced hereunder, as follows.

This Promissory Note is issued as an Obligation pursuant to that certain Master Trust
Indenture dated as of March 1, 2007, between the Corporation and U.S. Bank National
Association, as master trustee (the "Master Trustee"), as previously supplemented and amended
and as further supplemented by a Seventh Supplement to Master Trust Indenture dated as of
October 1, 2016, among the Corporation, Westminster-Canterbury of the Blue Ridge Foundation
(the "Foundation") and the Master Trustee (collectively, the "Master Indenture").

Installments of principal and interest shall be made as required by the Bond Purchase and
Loan Agreement dated as of October 1, 2016 (the "Agreement"), among the Authority, the
Corporation and STI Institutional & Government, Inc., as bondholder (the "Bondholder"), and to
make payments with respect to the Authority's Residential Care Facility Mortgage Revenue
Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B in a principal
amount equal to $39,500,000 (the "Series 2016B Bond").

The principal sum payable under this Promissory Note shall be equal to the sum of the
amounts advanced by the Bondholder under the Series 2016B Bond and this Promissory Note, as
shown on the table of principal advances appearing at the end of the Series 2016B Bond or in a
separate ledger maintained by the registered owner of the Series 2016B Bond, less the aggregate
amount of principal payments which have been made on the Series 2016B Bond and this
Promissory Note (whether upon principal installment dates, by prepayment or otherwise). No
notation is required to be made on this Promissory Note of the payment of any principal or
interest on normal installment payment dates. HENCE, THE FACE AMOUNT OF THIS
PROMISSORY NOTE MAY EXCEED THE PRINCIPAL SUM REMAINING
OUTSTANDING AND DUE HEREUNDER.

All payments of principal and interest shall be made in lawful money of the United States
of America at the principal office of the Bondholder, in Roanoke, Virginia, or at such other place
as the Bondholder may direct in writing and giving notice of payment to the Master Trustee as
provided in the Master Indenture.

The Authority, by the execution of the Agreement and the assignment form at the foot of
this Promissory Note, is assigning this Promissory Note and the payments thereon to the
Bondholder as security for the Series 2016B Bond, as issued pursuant to the Agreement.
Payments of principal of and premium, if any, and interest on this Promissory Note shall be
made directly to the Bondholder for the account of the Authority pursuant to such assignment and applied only to the principal of and premium, if any, and interest on the Series 2016B Bond. All obligations of the Corporation hereunder shall terminate when all sums due and to become due pursuant to the Agreement, this Promissory Note and the Series 2016B Bond, have been paid or provided for in full.

In addition to the payments of principal and interest specified in the second paragraph hereof, the Corporation shall also pay such additional amounts, if any, that it is required to pay pursuant to the terms of the Master Indenture and the Agreement.

This Promissory Note may be prepaid only as provided in the Series 2016B Bond and the Master Indenture.

This Promissory Note is issued in satisfaction of the Corporation's payment obligations of the Agreement and is entitled to the benefits and subject to the conditions thereof, including the provisions of Section 6.3 thereof that the Corporation's obligations hereunder and hereunder shall be unconditional. This is a single Obligation of the Corporation, the Foundation and any other Members of the Obligated Group (as defined in the Master Indenture), limited to $39,500,000 in principal amount, and is issued pursuant to the Master Indenture. This Promissory Note and all other Obligations Outstanding under the Master Indenture are equally and ratably secured by the provisions of the Master Indenture. This Promissory Note is issued as a Secured Obligation (as defined in the Master Indenture) under the Master Indenture, and, together with all other Secured Obligations Outstanding under the Master Indenture, is equally and ratably secured by an Amended and Restated Deed of Trust and Security Agreement dated as of March 1, 2007, as previously supplemented and amended and as further supplemented and amended by a Modification to Deed of Trust and Security Agreement dated as of October 1, 2016 (collectively, the "Deed of Trust"), each from the Corporation to certain deed of trust trustees. All the terms, conditions and provisions of the Agreement, Master Indenture and Deed of Trust are, by this reference thereto, incorporated herein as a part of this Promissory Note.

Upon the occurrence of certain Events of Default (as defined in the Master Indenture), the principal of all Obligations then Outstanding under the terms of the Master Indenture may be declared, and the same shall become due, in accordance with the Master Indenture.

The registered owner of this Promissory Note shall have no right to enforce the provisions of the Master Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default under the Master Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Master Indenture.

This Promissory Note is issuable only as a fully registered Obligation. This Promissory Note shall be registered on the registration books to be maintained by the Master Trustee for that purpose at the corporate trust office of the Master Trustee and the transfer of this Promissory Note shall be registrable only upon presentation of this Promissory Note at such office by the registered owner or by his duly authorized attorney and subject to the limitations, if any, set forth in the Master Indenture. Such registration of transfer shall be without charge to the registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the
same shall be paid by the registered owner requesting such registration of transfer as a condition precedent to the exercise of such privilege. Upon any such registration of transfer, the Corporation shall execute and the Master Trustee shall authenticate and deliver in exchange for this Promissory Note a new Obligation, registered in the name of the transferee.

Prior to due presentment hereof for registration of transfer, the Corporation, the Foundation, all other Members of the Obligated Group and the Master Trustee may deem and treat the person in whose name this Promissory Note is registered as the absolute owner hereof for all purposes; and neither the Corporation, the Foundation, any other Members of the Obligated Group nor the Master Trustee shall be affected by any notice to the contrary. All payments made to the registered owner hereof shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable on this Promissory Note.

Upon the prepayment or the call for redemption and the surrender of this Promissory Note for prepayment or redemption in part only, the Corporation shall cause to be executed, and the Master Trustee shall authenticate and deliver to or upon the written order of the Bondholder, at the expense of the Corporation, a new Promissory Note of like form and tenor, but in principal amount equal to the unpaid or unredeemed portion of the principal of this Promissory Note. The Bondholder may, in lieu of surrendering this Promissory Note for a new fully registered Promissory Note, endorse on this Promissory Note acknowledgment of such partial prepayment or redemption, which acknowledgment shall set forth, over the signature of the Bondholder, the payment date, the principal amount prepaid or redeemed and the principal amount remaining unpaid.

This Promissory Note shall not be entitled to any benefit under the Master Indenture, or be valid or become obligatory for any purpose, until this Promissory Note shall have been authenticated as an Obligation under the Master Indenture by execution by the Master Trustee, or its successor as Master Trustee, of the Certificate of Authentication inscribed hereon.

[Signature Page Follows]
IN WITNESS WHEREOF, Westminster-Canterbury of the Blue Ridge has caused this Promissory Note constituting Obligation No. 9 to be duly executed and to be dated the date first above written.

WESTMINSTER-CANTERBURY OF THE BLUE RIDGE

By: [Signature]
Gary B. Selmeczi
President and Chief Executive Officer

COMMONWEALTH OF VIRGINIA

) ) )
County OF [County]

The undersigned Notary Public in and for the jurisdiction aforesaid hereby certifies that Gary B. Selmeczi, whose name as the President and Chief Executive Officer of Westminster-Canterbury of the Blue Ridge, is signed to the foregoing Promissory Note constituting Obligation No. 9, acknowledged the same before me in my jurisdiction aforesaid, on behalf of the foregoing.

Given under my hand this 16th day of September, 2016.


[Seal]

Sandy Street Toms
Commonwealth of Virginia
Notary Public
Commission No. 7565348
My Commission Expires 1/31/2017

Notary Public
7565348
Notary Registration No.

[Signature Page to Promissory Note]
MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

The undersigned Master Trustee hereby certifies that this Obligation designated Obligation No. 9 is one of the Obligations described in the within-mentioned Master Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Master Trustee

By: [Signature]
Nancy C. Blodinger
Authorized Signatory
ASSIGNMENT

The Economic Development Authority of Albemarle County (the "Authority"), hereby irrevocably assigns, without recourse, the foregoing Promissory Note to STI Institutional & Government, Inc. (the "Bondholder"), pursuant to the Bond Purchase and Loan Agreement dated as of September 1, 2016 (the "Agreement"), among the Authority, Westminster-Canterbury of the Blue Ridge (the "Corporation") and the Bondholder. The Authority further hereby directs the Corporation, as the maker of the Promissory Note, to make all payments of principal of, premium and interest thereon directly to the Bondholder as provided in the Agreement, or at such other place as the Bondholder may direct in writing. Such assignment is made as security for the payment of the Authority's Residential Care Facility Mortgage Revenue Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B.

ECONOMIC DEVELOPMENT AUTHORITY
OF ALBEMARLE COUNTY, VIRGINIA

By: [Signature]
Chairman

COMMONWEALTH OF VIRGINIA
City of Charlottesville

The undersigned Notary Public in and for the jurisdiction aforesaid hereby certifies that [Signature], whose name as the Chairman of the Economic Development Authority of Albemarle County, Virginia, is signed to the foregoing Promissory Note constituting Obligation No. 9, acknowledged the same before me in my jurisdiction aforesaid, on behalf of the foregoing.

Given under my hand this 21st day of September, 2016.

My Commission Expires: 1/31/2019

[Signature]
Notary Public

Notary Registration No.