October 4, 2016

STI Institutional & Government, Inc.
Roanoke, Virginia

McGuireWoods LLP
Richmond, Virginia

Economic Development Authority of Albemarle County, Virginia
$39,500,000 Residential Care Facility Mortgage Revenue Refunding Bond
(Westminster-Canterbury of the Blue Ridge),
Series 2016B

Ladies and Gentlemen:

We have served as counsel to the Economic Development Authority of Albemarle County, Virginia (the "Authority"), in connection with the financing contemplated by a Bond Purchase and Loan Agreement dated as of October 1, 2016 (the "Agreement"), between the Authority, Westminster-Canterbury of the Blue Ridge, a nonstock not-for-profit Virginia corporation ("Westminster-Canterbury"), and STI Institutional & Government, Inc. (the "Bank"). All capitalized terms used that are not defined herein shall have the meanings set forth in the Agreement.

In connection with our opinion, we have reviewed, among other things, the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), an ordinance adopted by the Board of Supervisors of Albemarle County, Virginia, on May 12, 1976, creating the Authority pursuant to the Act, the Authority's bylaws and minute books, and originals or certified copies of the following:

1. The Resolution of the Authority providing its initial approval of a plan of finance related to the issuance of up to $65,000,000 of revenue bonds for the benefit of Westminster-Canterbury, adopted on May 31, 2016 (the "Inducement Resolution");

2. The Resolution of the Authority authorizing the issuance of the Authority's $39,500,000 Residential Care Facility Mortgage Revenue Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B (the "Series 2016 Bond"), adopted on September 13, 2016 (the "Bond Resolution" and together with the Inducement Resolution the "Resolutions");
(3) the Agreement;

(4) Westminster-Canterbury's Promissory Note Constituting Obligation No. 9 dated its date of delivery, in the original aggregate principal amount of the Series 2016 Bond (the "2016 Note");

(5) The form of the Series 2016 Bond; and

(6) the Escrow Agreement dated as of October 1, 2016 (the "Escrow Agreement"), between the Authority, Westminster-Canterbury and U.S. Bank National Association, as escrow agent and bond trustee.

and such additional documents, certificates, and instruments related thereto as we deem necessary in rendering the opinions contained herein. As to questions of fact material to our opinion, we have relied upon findings of the Authority contained in the Agreement, certifications of public officials furnished to us, and certifications by representatives of the Authority. We have no reason to believe that such findings and certifications are incomplete or inaccurate. We have assumed that all signatures on documents and instruments examined by us are genuine, all documents submitted to us as originals are authentic, and all documents submitted to us as copies conform to the originals. In addition, we have assumed, without independent investigation or verification, the due authorization, execution, and delivery of the Agreement and the Escrow Agreement by all parties thereto other than the Authority.

Where reference is made in this letter to matters we know or which are within our knowledge, such reference should be understood to mean only that we do not know of any fact or circumstance contradicting the statement which ensues.

Based on the foregoing, it is our opinion that:

1. The Authority is a duly organized and validly existing political subdivision of the Commonwealth of Virginia pursuant to the Act vested with the rights and powers conferred upon it under the Act and is in good standing pursuant to the Act.

2. The Authority has all necessary power and authority to enter into and perform its obligations under the Agreement, to issue and sell the Series 2016 Bond. The Authority has taken or obtained all actions, approvals, consents and authorizations required of it by the Act and other applicable Virginia laws in connection therewith.

3. The Resolutions have been duly adopted by the Authority and are in full force and effect in the form adopted. The officers of the Authority executing the Series 2016 Bond, the Agreement and the Escrow Agreement and the officers listed on the general certificate of the Authority delivered on the date hereof have been duly elected or appointed and are qualified to serve as such officers.

4. The Agreement and the Escrow Agreement have each been duly authorized, executed and delivered by the Authority, and, subject to paragraph 7 below, each constitutes a valid and binding agreement of the Authority, enforceable against the Authority in accordance with its terms.
5. The Authority's right, title, and interest in the Agreement (except for unassigned rights) and the 2016 Note have been assigned to the Bank, and subject to paragraph 7 below, such assignment constitutes a valid and binding agreement of the Authority, enforceable against the Authority in accordance with its terms.

6. The Series 2016 Bond has been duly authorized, executed, issued and delivered by the Authority, constitutes a valid and binding limited obligation of the Authority, and is enforceable in accordance with its terms, subject to paragraph 7 below.

7. The obligations of the Authority under the Resolutions, the Series 2016 Bond, the Agreement and the Escrow Agreement are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws, now or hereafter in effect, relating to or affecting the enforcement of creditors' rights generally. Such obligations are also subject to usual equitable principles, which may limit the specific enforcement of certain remedies but which do not affect the validity of such documents.

8. The adoption, execution and delivery of and performance by the Authority of its obligations under the Resolutions, the Series 2016 Bond, the Agreement and the Escrow Agreement and the assignment of the 2016 Note will not violate any provisions of (a) the Act or the Authority's bylaws, (b) any other Virginia law, or (c) to the best of our knowledge after due investigation, any agreement or other instrument, order, rule regulation, decree or ordinance to which the Authority is a party or by which it is bound.

9. To the best of our knowledge, no litigation, inquiry, or investigation of any kind in or by a judicial or administrative court or agency is pending or threatened against the Authority (a) with respect to the organization or existence of the Authority, its authority to execute or deliver the Series 2016 Bond, the Agreement or the Escrow Agreement, the validity or enforceability of any of such instruments or the transactions contemplated thereby, the title of the officers of the Authority executing such instruments, or any authority or proceedings relating to the execution and delivery of such instruments on behalf of the Authority, or the assignment of the 2016 Note, and no such authority or proceedings have been repealed, revoked, rescinded, or amended or (b) to restrain or enjoin the issuance or delivery of the Series 2016 Bond or any other bonds of the Authority or the execution or delivery by the Authority of the Agreement or the Escrow Agreement or the assignment by the Authority of the 2016 Note.

Our services as counsel to the Authority have been limited to rendering the foregoing opinion based on our review of such legal proceedings as we deem necessary to make the statements herein contained. We have not examined any documents or other information concerning the business or financial resources of Westminster-Canterbury and, therefore, we express no opinion as to (i) the status of interest on the Series 2016 Bond for federal or state income tax purposes, (ii) compliance with federal and state laws regulating securities, or (iii) any matter which may be governed by the law of any jurisdictions other than the Commonwealth of Virginia and the United States of America.

This opinion is solely for your benefit and the benefit of a subsequent holder of the captioned bond. This opinion may not be distributed to or relied upon by any other person or entity, quoted in whole or in part or otherwise reproduced in any other document, nor is it to be
filed with any governmental agency other than the Authority, except with the prior written consent of this firm.

Finally, we do not undertake to advise you of any changes in the opinions expressed herein resulting from matters that might hereafter come or be brought to our attention.

Sincerely yours,

[Signature]

[Company Name]