October 4, 2016

Economic Development Authority of Albemarle, Virginia
Charlottesville, Virginia

SunTrust Bank
Richmond, Virginia

STI Institutional & Government, Inc.
Roanoke, Virginia

U.S. Bank National Association, as master trustee
Richmond, Virginia

Economic Development Authority of Albemarle County, Virginia

$39,500,000 Residential Care Facility Mortgage Revenue and Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B

Ladies and Gentlemen:

We have acted as counsel to Westminster-Canterbury of the Blue Ridge, a nonstock, not-for-profit Virginia corporation (the "Borrower") and Westminster-Canterbury of the Blue Ridge Foundation, a nonstock, not-for-profit Virginia corporation (the "Foundation," together with the Borrower, the "Borrower Parties" and each, individually, a "Borrower Party") in connection with the issuance and sale by the Economic Development Authority of Albemarle County, Virginia (the "Authority") of its $39,500,000 Residential Care Facility Mortgage Revenue Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B (the "Series 2016 Bond").

This opinion letter is furnished to you pursuant to the Bond Purchase and Loan Agreement, as defined below. Unless otherwise defined herein, terms used herein have the meanings provided in the Bond Purchase and Loan Agreement and the Master Indenture, as defined below.
I. Documents Reviewed

In connection with this opinion letter, we have examined the following documents:

(a) Bond Purchase and Loan Agreement dated as of October 1, 2016 (the "Bond Purchase and Loan Agreement"), among STI Institutional & Government, Inc. (the "Lender"), the Authority and the Borrower;

(b) Westminster Canterbury of the Blue Ridge Promissory Note Constituting Obligation No. 9 ("Obligation No. 9"), in the original principal amount of the Series 2016 Bond, dated the date of its delivery, and payable to the Authority or its assigns;

(c) Master Trust Indenture dated as of March 1, 2007 (as previously supplemented and amended, the "Existing Master Indenture"), between the Borrower and U.S. Bank National Association, as master trustee (the "Master Trustee"), as supplemented by the Seventh Supplement to Master Trust Indenture dated as of October 1, 2016 (the "Seventh Supplement to Master Indenture") and as amended by a First Amending Supplement to Master Trust Indenture dated as of October 1, 2016 (the "First Amendment"), among the Borrower, the Foundation and the Master Trustee;

(d) Amended and Restated Deed of Trust and Security Agreement dated as of March 1, 2007, as previously modified and as further modified by a Modification to Deed of Trust and Security Agreement (the "Modification") dated as of October 1, 2016 (collectively, the "Deed of Trust"), between the Borrower and certain trustees;

(e) Tax Certificate and Agreement dated as of October 4, 2016 (the "Tax Certificate and Agreement"), between the Authority and the Borrower;

(f) Escrow Agreement dated as of October 1, 2016 (the "Refunding Escrow Agreement"), between the Borrower, the Authority and U.S. Bank National Association, as escrow agent and bond trustee; and

(g) Escrow Agreement dated October 4, 2016 (the "Project Fund Escrow Agreement"), between SunTrust Bank, as escrow agent, the Lender and the Borrower.

The documents referred to in clauses (a) through (g) above are referred to collectively as the "Subject Documents." The Authority, the Master Trustee, the Lender and SunTrust Bank shall be referred to collectively as the "Other Parties."

In addition we have examined the following:

(i) originals, or copies identified to our satisfaction as being true copies, of such records, documents and other instruments as we have deemed necessary for the purposes of this opinion letter;
(ii) a general certificate from the Borrower certifying as to true and correct copies of its articles of incorporation and bylaws (the "Borrower's Organizational Documents"), and an unanimous written consent of the executive committee of the board of trustees;

(iii) a general certificate from the Foundation certifying as to true and correct copies of its articles of incorporation and bylaws (together with the Borrower's Organizational Documents, the "Organizational Documents"), and a resolution of the board of trustees;

(iv) a certificate issued by the Virginia State Corporation Commission ("SCC") on September 26, 2016, attesting to the continued existence and good standing in Virginia of the Borrower and a certificate issued by the SCC on September 26, 2016, attesting to the continued existence and good standing in Virginia of the Foundation (collectively, the "Good Standing Certificates");

(v) unfilled copies of certain UCC-3 Financing Statements (collectively the "UCC Financing Statements") naming the Borrower Parties as debtors and naming the Master Trustee as secured party, to be filed in the Office of the Clerk of the Circuit Court of the County of Albemarle, Virginia and with the SCC (collectively, the "UCC Filing Offices"); and

(vi) a letter from the Internal Revenue Service dated June 9, 1992 with respect to the Borrower (the "Determination Letter"), with respect to the Internal Revenue Service's determination that the Borrower is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Tax Code").

As used herein, the following terms have the respective meanings set forth below:

"Applicable Law" shall mean the federal law of the United States (including Regulations T, U and X of the Board of Governors of the Federal Reserve System) and the laws of the Commonwealth of Virginia.

"Master Indenture" shall mean the Existing Master Indenture as supplemented by the Seventh Supplement to Master Trust Indenture and as amended by the First Amendment.

"Virginia UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the Commonwealth of Virginia.

II. Assumptions Underlying Our Opinions

For all purposes of the opinions expressed herein, we have assumed, without independent investigation, that:

(a) Factual Matters. To the extent that we have reviewed and relied upon (a) certificates of the Borrower Parties or authorized representatives thereof, (b) representations
of either Borrower Party set forth in the Subject Documents and (c) certificates and assurances from public officials, all of such certificates, representations and assurances are accurate with regard to factual matters and all official records (including filings with public authorities) are properly indexed and filed and are accurate and complete.

(b) Signatures. The signatures of individuals (other than individuals signing on behalf of the Borrower Parties) signing the Subject Documents are genuine and authorized.

(c) Authentic and Conforming Documents. All documents submitted to us as originals are authentic, complete and accurate and all documents submitted to us as copies conform to authentic original documents.

(d) Organizational Status, Power and Authority and Legal Capacity of Certain Parties. All parties to the Subject Documents are validly existing and in good standing in their respective jurisdictions of formation and have the capacity and full power and authority to execute, deliver and perform the Subject Documents and the documents required or permitted to be delivered and performed thereunder, except that no such assumption is made as to the Borrower Parties. All individuals signing the Subject Documents have the legal capacity to execute such Subject Documents.

(e) Authorization, Execution and Delivery of Subject Documents by Certain Parties. All of the Subject Documents and the documents required or permitted to be delivered thereunder have been duly authorized by all necessary corporate, limited liability company, partnership or other action on the part of the parties thereto and have been duly executed and delivered by such parties, except that no such assumption is made as to the Borrower Parties.

(f) Subject Documents Binding on Certain Parties. Except with respect to the Borrower Parties, all of the Subject Documents and the documents required or permitted to be delivered thereunder are valid and binding obligations enforceable against such parties in accordance with their terms.

(g) Noncontravention. Neither the execution and delivery of the Subject Documents by any party thereto nor the performance by such party of its obligations thereunder will conflict with or result in a breach of (i) the certificate or articles of incorporation, bylaws, certificate or articles of organization, operating agreement, certificate of limited partnership, partnership agreement, trust agreement or other similar organizational documents of any such party, except that no such assumption is made with respect to the Borrower Parties as to their respective Organizational Documents, (ii) any law or regulation of any jurisdiction applicable to any such party, except that no such assumption is made with respect to the Borrower Parties as to any Applicable Law, or (iii) any order, writ, injunction or decree of any court or governmental instrumentality or agency applicable to any such party or any agreement or instrument to which any such party may be a party or by which its properties are subject or bound, except that no such assumption is made with respect to the Borrower Parties and is the subject of our opinion in paragraph III-5.

(h) Governmental Approvals. All consents, approvals and authorizations of, or filings with, all governmental authorities that are required as a condition to the execution and
delivery of the Subject Documents by the parties thereto and to the consummation by such parties of the transactions contemplated thereby have been obtained or made, except that no such assumption is made with respect to any consent, approval, authorization or filing that is applicable to the Borrower Parties and is the subject of our opinion in paragraph III-6.

(i) **No Mutual Mistake, Amendments, etc.** There has not been any mutual mistake of fact, fraud, duress or undue influence in connection with the transactions contemplated by the Subject Documents. There are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms of the Subject Documents.

(j) **Use of Proceeds.** With respect to our opinion in paragraph III-6(a) as it relates to Regulations T, U and X of the Board of Governors of the Federal Reserve System, the Borrower will comply with the provisions of the Bond Purchase and Loan Agreement and Tax Certificate and Agreement relating to the use of proceeds.

(k) **Completion of Documents.** To the extent that, at the time that we reviewed any Subject Document, any blanks therein had not been filled in or any schedules or exhibits thereto had not been completed or attached, such blanks were properly filled in and such schedules or exhibits were properly completed and attached before each such Subject Document was delivered to the Lender.

### III. Our Opinions

Based on and subject to the foregoing and the other limitations, assumptions, qualifications and exclusions set forth in this opinion letter, we are of the opinion that:

1. **Organizational Status.** Based solely upon the Good Standing Certificates, the Borrower is a corporation validly existing and in good standing under the laws of the Commonwealth of Virginia and the Foundation is a corporation validly existing and in good standing under the laws of the Commonwealth of Virginia, each as of the date set forth in its respective Good Standing Certificate.

2. **Tax Status of the Borrower.** Based solely on the Determination Letter, the Borrower is (a) an organization described in Section 501(c)(3) of the Tax Code, and qualifies as a "501(c)(3) organization" within the meaning of Section 145 of the Tax Code and (b) not a "private foundation" as defined in Section 509(a) of the Tax Code. To our knowledge, the Borrower has conducted its operations and filed all required reports or documents with the Internal Revenue Service so as to maintain such status. The Borrower is organized and, to our knowledge, operated exclusively for benevolent, fraternal, charitable, educational or reformatory purposes, and not for pecuniary profit, and, to our knowledge, no part of its net earnings inure to the benefit of any person, private stockholder or individual, all within the meaning of Section 3(a)(4) of the Securities Act of 1933, as amended, and of Section 12(g)(2) of the Securities Act of 1934, as amended. To the best of our knowledge, the Borrower has received no notice or communication of any kind from the Internal Revenue Service questioning directly or indirectly its status under Section 501(c)(3) of the Tax Code or indicating that the Borrower is or will be audited with respect to such status.
3. **Power and Authority.** Each Borrower Party has the corporate power and authority to execute, deliver and perform the terms and provisions of each Subject Document to which it is party and has taken all necessary corporate action to authorize the execution, delivery and performance thereof.

4. **Execution and Delivery.** Each Borrower Party has duly executed and delivered each Subject Document to which it is party.

5. **Validity and Enforceability.** Each Subject Document to which any Borrower Party is a party constitutes the valid and binding obligation of such Borrower Party, enforceable against such Borrower Party in accordance with its terms.

6. **Noncontravention.** Neither the execution and delivery by any Borrower Party of any Subject Document to which it is a party, nor the performance by such Borrower Party of its obligations thereunder, (a) violates any statute or regulation of Applicable Law that, in each case, is applicable to such Borrower Party; (b) violates any provision of the Organizational Documents of such Borrower Party; or (c) to the best of our knowledge, violates any (i) current order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over such Borrower Party or its property or (ii) any agreement or other instrument known to us to which such Borrower Party is a party or by which it is bound.

7. **Governmental Approvals.** No consent, approval or authorization of, or filing with, any governmental authority of the Commonwealth of Virginia or the United States that, in each case, is applicable to any Borrower Party is required for (a) the due execution, delivery and performance by such Borrower Party of any Subject Document to which it is a party or (b) the validity, binding effect or enforceability of any Subject Document to which such Borrower Party is a party, except (i) in each case as have previously been made or obtained and (ii) filings and recordings which are necessary to perfect the security interests granted under the Deed of Trust (including the filing of UCC Financing Statements).

8. **UCC Matters.** (a) After giving effect to the making of the loans or other extensions of credit on the date hereof as contemplated by the Bond Purchase and Loan Agreement, the Master Indenture and the Deed of Trust are effective to create a valid security interest in favor of the Master Trustee to secure the Series 2016 Bond and Obligation No. 9 in all right, title and interest of the Borrower Parties in and to (x) all personal property included within the term Equipment (as defined in the Deed of Trust) and (y) all personal property included within the term Pledged Assets (as defined in the Master Indenture) in which a security interest may be created under Title 8.9A of the Virginia UCC (collectively, the "Title 8.9A Collateral"); and

(b) After giving effect to the making of the loans or other extensions of credit on the date hereof as contemplated by the Bond Purchase and Loan Agreement, and assuming that the UCC Financing Statements which we have submitted for filing in the UCC Filing Offices with the appropriate filing fee tendered is duly accepted for filing by the UCC Filing Offices, the Master Trustee will have a perfected security interest in those items of the Title 8.9A Collateral in which
a security interest may be perfected under Title 8.9A of the Virginia UCC by the filing of a financing statement in the UCC Filing Offices.

9. **Deed of Trust Lien.** The Modification is in appropriate form (i) to be accepted for recordation in the applicable land records of the Commonwealth of Virginia and (ii) to create and constitute a valid deed of trust lien in favor of the Master Trustee in the Borrower's right, title and interest in the portions of the Real Estate (as defined in the Deed of Trust) constituting real property.

10. **Proceedings.** To our knowledge, there is no outstanding judgment, action, suit or proceeding pending or threatened against any Borrower Party before any court, governmental agency or arbitrator which challenges the legality, validity, binding effect or enforceability of any Subject Document to which any Borrower Party is a party or in which any liability of a Borrower Party is not adequately covered by insurance or in which any judgment or order directed to a Borrower Party would have a material adverse effect upon the operations or assets of such Borrower Party.

### IV. Exclusions

We call your attention to the following matters as to which we express no opinion:

(a) **Indemnification and Change of Control.** The enforceability of any agreement of a Borrower Party in a Subject Document relating to (i) indemnification, contribution or exculpation from costs, expenses or other liabilities or (ii) changes in the organizational control or ownership of such Borrower Party, which agreement (in the case of clause (i) or clause (ii)) is contrary to public policy or applicable law.

(b) **Jurisdiction; Venue, etc.** The enforceability of any agreement of a Borrower Party in a Subject Document to submit to the jurisdiction of any specific federal or state court, to waive any objection to the laying of the venue, to waive the defense of forum non conveniens in any action or proceeding referred to therein, to waive trial by jury, to effect service of process in any particular manner or to establish evidentiary standards, and any agreement of a Borrower Party regarding the choice of law governing a Subject Document (except as expressly provided in this opinion letter).

(c) **Certain Laws.** The following federal and state laws, and regulations promulgated thereunder (other than with respect to our opinion expressed in paragraph III-7 above) and the effect of such laws and regulations on the opinions expressed herein: securities (including the Investment Company Act of 1940, as amended, and Blue Sky laws), antifraud, derivatives or commodities law; banking laws (except as expressly included in the definition of "Applicable Law"); the USA PATRIOT Act of 2001 and other anti-terrorism laws; laws governing embargoed persons; anti-money laundering laws; truth-in-lending laws; equal credit opportunity laws; consumer protection laws; pension and employee benefit laws; environmental laws; tax laws (other than with respect to our opinion expressed in paragraph III-2 above); health and occupational safety laws; building codes and zoning, subdivision and other laws governing the development, use and occupancy of real property; the Hart-Scott-Rodino Antitrust
Improvements Act of 1976, as amended, and other antitrust and unfair competition laws; the Assignment of Claims Act of 1940, as amended; and laws governing specially regulated industries (such as communications, energy, gaming, healthcare, insurance and utilities) or specially regulated products or substances (such as alcohol, drugs, food and radioactive materials).

(d) **Local Ordinances.** The ordinances, statutes, administrative decisions, orders, rules and regulations of any municipality, county, special district or other political subdivision of the Commonwealth of Virginia.

(e) **Trust Relationship.** The creation of any trust relationship by any Borrower Party on behalf of any Other Party.

(f) **Certain Agreements of Borrower Parties.** The enforceability of any agreement of a Borrower Party in a Subject Document providing for:

   (i) specific performance of such Borrower Party's obligations;

   (ii) the right of any purchaser of a participation interest from any Other Party to set off or apply any deposit, property or indebtedness with respect to any such participation interest;

   (iii) establishment of a contractual rate of interest payable after judgment;

   (iv) adjustments of payments among Other Parties or rights of set off;

   (v) the granting of any power of attorney;

   (vi) survival of liabilities and obligations of any party under any of the Subject Documents arising after the effective date of termination of such Subject Document or any other Subject Documents;

   (vii) obligations to make an agreement in the future;

   (viii) any act done in contravention thereof is void or voidable;

   (ix) the survival of any claim beyond any applicable statute of limitation;

   (x) the confession of or consent to any judgment; or

   (xi) the severability of provisions in any Subject Document.

(g) **Remedies.** The enforceability of any provision in any Subject Document to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to any other right or remedy, that the election of some
particular remedy does not preclude recourse to one or more others or that failure to exercise or
delay in exercising rights or remedies will not operate as a waiver of any such right or remedy.

(h) **UCC Choice of Law.** The enforceability of any provision in any Subject
Document with respect to governing law to the extent that such provision purports to affect the
choice of law governing perfection and non-perfection of the security interests under Virginia
UCC.

(i) **Sale of Collateral.** The enforceability of any provision in any Subject
Document relating to the sale or other disposition of Title 8.9A Collateral except in compliance
with the Virginia UCC (including any purchase thereof by any Other Party).

(j) **Custody of Collateral.** The enforceability of any provisions in any Subject
Document providing for the care of Title 8.9A Collateral in the possession of any Other Party to
the extent inconsistent with Section 8.9A-207 of the Virginia UCC.

(k) **Waivers.** The enforceability of any purported waiver, release, variation,
disclaimer, consent or other agreement to similar effect (collectively, a "Waiver") or any
purported agreement to establish standards for reasonable notification or commercial
reasonableness (collectively, the "Agreed Standard") by any Borrower Party under any Subject
Document to the extent such Waiver or Agreed Standard is limited by applicable law (including
without limitation (i) judicial decisions and (ii) Sections 8.1-102(3) or 8.9A-602 of the Virginia
UCC).

(l) **Title or Priority.** Any person's ownership rights in or title to, or priority of
any security interest or lien on or with respect to, any property or assets forming any part of the
Title 8.9A Collateral, the description or location of any property, or except as expressly stated in
Paragraph III-8 of this opinion letter, the creation, validity, perfection or enforceability of any
security interest or lien therein.

(m) **Creation, Validity or Enforceability of Security Interest in Certain Types
of Collateral.** The creation, validity or enforceability of any security interest purported to be
granted in or in respect of the following: (i) any real property, policy of insurance, receivable due
from any government or agency thereof, consumer good, commercial tort claim or account
resulting from the sale of any of the foregoing, or (ii) any other property or asset, the creation of
a security interest in which is excluded from the coverage of Title 8.9A of the Virginia UCC (in
the case of our opinion in Paragraph III-8), including such property or asset, the creation of a
security interest in which is subject to the laws of any jurisdiction other than the Commonwealth
of Virginia.

(n) **Perfection of Security Interest in Certain Types of Collateral.** The
perfection of any security interest purported to be granted in or in respect of the following: (a)
any real property or fixtures, equipment used in farming operations, farm products, crops, timber
to be cut, as-extracted collateral, "know how," copyrights, patents, trademarks, service marks,
licenses, trade secrets, trade names and other intellectual property or rights therein; (b) policies
of insurance, receivables due from any government or agency thereof, inventory which is subject
to any negotiable documents of title (such as negotiable bills of lading or warehouse receipts),

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consumer goods, beneficial interests in a trust, letters of credit or accounts resulting from the sale of any of the foregoing; or (c) any other property or assets, the perfection of a security interest in which is excluded from the coverage of Title 8.9A of the Virginia UCC (in the case of our opinion in paragraphs III-8(a) and (b) above), including such property or assets the creation, perfection or priority of a security in which are subject to (i) a statute or treaty of the United States which provides for a national or international registration or a national or international certificate of title for the perfection or recordation of a security interest therein or which specifies a place of filing different from that specified in the Virginia UCC for filing to perfect or record such security interest, (ii) a certificate of title statute, or (iii) the laws of any jurisdiction other than the Commonwealth of Virginia, or the United States.

(o) Enforceability of Lien on Certain Types of Title 8.9A Collateral. The enforceability of any lien on or security interest in any Title 8.9A Collateral:

(i) consisting of goods of a consignor who has delivered such goods to any Borrower Party under a true consignment (as distinguished from a consignment intended as security);

(ii) as against a "buyer in the ordinary course of business" (within the meaning of Title 8.9A of the Virginia UCC) of the Title 8.9A Collateral; and

(iii) consisting of inventory of any Borrower Party in the event of any failure by a Borrower Party to have fully complied with the Fair Labor Standards Act of 1932, as amended, including Sections 206 and 207 thereof.

V. Qualifications and Limitations

The opinions set forth above are subject to the following qualifications and limitations:

(a) Applicable Law. Our opinions are limited to the Applicable Law, and we do not express any opinion concerning any other law.

(b) Bankruptcy. Our opinions are subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, laws relating to preferences, fraudulent transfers and equitable subordination), reorganization, moratorium and other similar laws affecting creditors' rights generally.

(c) Equitable Principles. Our opinions are subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing. In applying such principles, a court, among other things, might limit the availability of specific equitable remedies (such as injunctive relief and the remedy of specific performance), might not allow a creditor to accelerate maturity of debt or exercise other remedies upon the occurrence of a default deemed immaterial or for non-credit reasons or might decline to order a debtor to perform covenants in a Subject Document.
(d) Unenforceability of Certain Provisions. Certain of the provisions contained in the Subject Documents may be unenforceable or ineffective, in whole or in part. Such provisions include, without limitation, those which: require waivers or amendments to be made only in writing; purport to waive the right of statutory or equitable redemption; authorize the taking of possession of collateral without judicial process or otherwise authorize self-help or authorize any of the Other Parties to act on behalf of, or exercise the rights of, any Borrower Party; violate applicable public policy; waive or do not require notice in connection with the exercise of remedies; authorize a standard for decision other than commercial reasonableness; purport to validate otherwise invalid provisions of other documents incorporated or referred to in any Subject Document; purport to alter the priority of any lien or security interest; or subrogate any of the Other Parties or any other party to the rights of others. The inclusion of such provisions, however, does not render any Subject Document invalid as a whole, and each of the Subject Documents contains, in our opinion, adequate remedial provisions for the ultimate practical realization of the principal benefits purported to be afforded by such Subject Document, subject to the other qualifications contained in this opinion letter. We note, however, that the unenforceability of such provisions may result in delays in enforcement of the rights and remedies of the Other Parties under the Subject Documents, and we express no opinion as to the economic consequences, if any, of such delays.

(e) Knowledge. Whenever our opinions or qualifications are stated to be "to our knowledge," "to the best of our knowledge" or "known to us" (or words of similar import), it means the actual knowledge of the particular McGuireWoods LLP attorneys who have represented the Borrower Parties in connection with the Subject Documents and who have given substantive attention to the preparation and negotiation thereof. Except as expressly set forth herein, we have not undertaken any independent investigation (including, without limitation, conducting any review, search or investigation of any public files or records or dockets or any review of our files) to determine the existence or absence of any facts, and no inference as to our knowledge concerning such facts should be drawn from our reliance on the same in connection with the preparation and delivery of this opinion letter.

(f) Noncontravention and Governmental Approvals. With respect to our opinions expressed in clause (a) of paragraph III-6, and in paragraph III-7, such opinions are limited (i) to our actual knowledge, if any, of the Borrower Parties’ specially regulated business activities and properties, without any independent investigation or verification on our part and (ii) to our review of only those statutes and regulations of Applicable Law that, in our experience, are normally applicable to transactions of the type contemplated by the Subject Documents.

(g) Material Changes to Terms. Provisions in the Subject Documents which provide that any obligations of a Borrower Party thereunder will not be affected by the action or failure to act on the part of any Other Party or by an amendment or waiver of the provisions contained in the other Subject Documents might not be enforceable under circumstances in which such action, failure to act, amendment or waiver so materially changes the essential terms of the obligations that, in effect, a new contract has arisen between such Other Party and the Borrower Parties.

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(h) **Incorporated Documents.** The foregoing opinions do not relate to (and we have not reviewed) any documents or instruments other than the Subject Documents and the UCC Financing Statements, and we express no opinion as to (i) such other documents or instruments (including, without limitation, any documents or instruments referenced or incorporated in any of the Subject Documents), (ii) the interplay between the Subject Documents and any such other documents or instruments, or (iii) any schedule, exhibit, appendix or like supplemental document referred to as attached to any Subject Document or the UCC Financing Statements if so attached or in any manner altered after our review of such document.

(i) **Mathematical Calculations.** We have made no independent verification of any of the numbers, schedules, formulae or calculations in the Subject Documents, and we render no opinion with regard to (i) the accuracy, validity or enforceability of any of them, or (ii) any other aspect of the financial condition or results of operations of any Borrower Party.

(j) **Security Interest in Proceeds.** The continuation and perfection of the Master Trustee's security interest in the proceeds of the Title 8.9A Collateral are limited to the extent set forth in Section 8.9A-315 of the Virginia UCC.

(k) **Actions to Continue Effectiveness.** We express no opinion as to any actions that may be required to be taken periodically under the Virginia UCC or any other applicable law subsequent to the filing of the UCC Financing Statements for the effectiveness of such UCC Financing Statements, or the validity or perfection of any security interest, to be maintained.

(l) **After-Acquired Property.** A security interest in any Title 8.9A Collateral that constitutes after-acquired collateral does not attach until the Borrower has rights in such after-acquired collateral.

(m) **Property Acquired after Commencement of Bankruptcy Case.** In the case of property which becomes part of the Title 8.9A Collateral after the date hereof, Section 552 of the Bankruptcy Reform Act of 1978, as amended (the "Bankruptcy Code") limits the extent to which property acquired by a debtor after the commencement of a case under the Bankruptcy Code may be subject to a security interest arising from a security agreement entered into by the debtor before the commencement of such case.

(n) **After-acquired Property as Voidable Preference.** In the case of property which becomes part of the Title 8.9A Collateral after the date hereof, Section 547 of the Bankruptcy Code provides that a transfer is not made until the debtor has rights in the property transferred, so a security interest in after-acquired property which is security for other than a contemporaneous advance may be treated as a voidable preference under the conditions (and subject to the exceptions) provided by Section 547 of the Bankruptcy Code.

(o) **Rights of Third Parties in Certain Collateral.** The rights of the Master Trustee with respect to Title 8.9A Collateral consisting of accounts, instruments, licenses, leases, contracts or other agreements will be subject to the claims, rights and defenses of the other parties thereto against the Borrower Parties.
(p) **Licenses or Permits as Collateral.** In the case of any Title 8.9A Collateral consisting of licenses, permits or similar rights issued or granted by governmental authorities or other persons or entities, applicable law or the terms of such licenses, permits or other rights may not permit the assignment or transfer of such licenses, permits or rights, or the Borrower Parties may not have sufficient rights therein for the security interest of the Master Trustee to attach and, even if the Borrower Parties has sufficient rights for the security interest of the Master Trustee to attach, the exercise of remedies may be limited by the terms of the license, permit or other right or require the consent of the governmental authority issuing such license or permit.

(q) **Collateral Evidenced by Instruments.** We note that, if any of the Title 8.9A Collateral is evidenced by instruments or tangible chattel paper or any other property in which a security interest may be perfected by taking possession (in each case as defined, and as provided for, in the Virginia UCC), the local law of the jurisdiction where such property is located will govern the priority of a possessory security interest in such property and the effect of perfection or non-perfection of a non-possessor security interest in such property.

(r) **Other UCC Limitations.** Such opinions may also be limited by Sections 8.9A-320, 8.9A-323, 8.9A-335 and 8.9A-336 of the Virginia UCC.

(s) **Effective Limits on Remedies.** Notwithstanding that Sections 9-406(d), 9-407(a) and 9-408(a) of the Virginia UCC render ineffective terms in agreements which prohibit, restrict or require the consent of the person obligated thereon to the assignment, transfer of, or the creation, attachment, perfection or enforcement of a security interest therein or which provide that any such assignment, transfer, creation, attachment or enforcement gives rise to a default, breach, right of recoupment, claim, defense, termination, right of termination or remedy thereunder, such ineffectiveness may nonetheless be limited as provided in Section 9-406, 9-407 or 9-408 of the UCC.

VI. **Miscellaneous**

The foregoing opinions are being furnished to the addressees hereof for the purpose referred to in the second paragraph of this opinion letter, and this opinion letter is not to be furnished to any other person or entity or used or relied upon for any other purpose without our prior written consent. The opinions set forth herein are made as of the date hereof, and we assume no obligation to supplement this opinion letter if any applicable laws change after the date hereof or if we become aware after the date hereof of any facts that might change the opinions expressed herein. The headings or titles to paragraphs or sections of this opinion letter are for convenience of reference only and are not to be construed to have any effect or meaning with respect to such paragraphs or sections.

Very truly yours,

McGwireWoods LLP

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