October 4, 2016

Economic Development Authority of Albemarle County, Virginia
Charlottesville, Virginia

STI Institutional & Government, Inc.
Roanoke, 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 Bond Counsel to Westminster-Canterbury of the Blue Ridge ("Westminster-Canterbury") in connection with the issuance by the Economic Development Authority of Albemarle County, Virginia (the "Authority") of the Authority's $39,500,000 Residential Care Facility Mortgage Revenue and Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B (the "Series 2016 Bond").

The Series 2016 Bond has been issued pursuant to a Bond Purchase and Loan Agreement dated as of October 1, 2016 (the "Bond Purchase and Loan Agreement"), among the Authority, Westminster-Canterbury and STI Institutional & Government, Inc. (the "Bank"). The proceeds of the Series 2016 Bond have been loaned by the Authority to Westminster-Canterbury pursuant to the Bond Purchase and Loan Agreement. Westminster-Canterbury has issued to the Authority a promissory note in the aggregate principal amount of the Series 2016 Bond (the "2016 Note") to evidence its obligations under the Bond Purchase and Loan Agreement with respect to the Series 2016 Bond.

Unless otherwise defined, each capitalized term used in this opinion letter shall have the meaning given it in the Bond Purchase and Loan Agreement.
In connection with this opinion, we have examined (i) the Constitution of Virginia (the "Constitution"), (ii) the applicable laws of (A) the Commonwealth of Virginia (the "Commonwealth"), including without limitation the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act") and (B) the United States of America, including without limitation the Internal Revenue Code of 1986, as amended (the "Code"), and (iii) copies of proceedings and other documents relating to the issuance and sale of the Series 2016 Bond by the Authority, including the resolutions adopted by the Authority on May 31, 2016, and September 13, 2016, authorizing the issuance of the Series 2016 Bond, as we have deemed necessary to render the opinions contained herein.

The Series 2016 Bond will be dated its date of delivery. We refer you to the Series 2016 Bond and the Bond Purchase and Loan Agreement for a description of the purposes for which the Series 2016 Bond has been issued and the security for it.

With respect to the organization of Westminster-Canterbury, the power of Westminster-Canterbury to enter into and perform its obligations under the Bond Purchase and Loan Agreement, the Tax Certificate and Agreement and certain other documents to which it is a party, the due authorization, execution and delivery of the Bond Purchase and Loan Agreement, the Tax Certificate and Agreement and the other documents by Westminster-Canterbury and the validity and enforceability of them against Westminster-Canterbury, we refer you to our opinion as counsel to Westminster-Canterbury, dated the same date as this opinion and addressed to you.

Without undertaking to verify the same by independent investigation, as to questions of fact material to our opinions we have relied upon (a) certifications and representations of representatives of the Authority, Westminster-Canterbury, the Bank and other parties as to certain facts relevant both to our opinion and the requirements of the Code, and (b) certificates of public officials provided to us.

We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to this financing have been duly authorized, executed and delivered by all of their parties other than the Authority, and we have further assumed the due organization, existence and powers of such other parties other than the Authority.

Based on the foregoing, we are of the opinion that, under current law:

1. The Authority is a validly existing political subdivision of the Commonwealth duly created by the Act and is vested with the rights and powers conferred by the Act.

2. The Authority has all requisite authority and power under the Act to issue the Series 2016 Bond and to enter into and perform its obligations under the Bond Purchase and Loan Agreement and to apply the proceeds from the issuance of the Series 2016 Bond as contemplated by the Bond Purchase and Loan Agreement.

3. The Series 2016 Bond has been duly authorized and issued in accordance with the Act and the Bond Purchase and Loan Agreement and, subject to paragraph 6 below,
constitutes a valid, binding and enforceable limited obligation of the Authority, payable as to principal, premium, if any, and interest solely from the revenues, receipts and payments pledged to such purpose under the Bond Purchase and Loan Agreement. The Series 2016 Bond does not create or constitute a pledge of the faith and credit or taxing power of the Commonwealth or any of its political subdivisions. Neither the Commonwealth nor any of its political subdivisions, including the Authority and Albemarle County, Virginia, is obligated to pay the principal of or premium, if any, or interest on the Series 2016 Bond or other costs incident to them except from the revenues, receipts and payments pledged for such purpose.

4. The Bond Purchase and Loan Agreement has been duly authorized, executed and delivered by the Authority and, subject to paragraph 6 below, 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 Bond Purchase and Loan Agreement (except for certain rights of the Authority to indemnification and payment of fees and expenses under the Bond Purchase and Loan Agreement) and in the 2016 Note have been assigned to the Bank and, subject to paragraph 6 below, such assignment constitutes a valid and binding assignment by the Authority, enforceable against the Authority in accordance with its terms.

6. The enforceability of the obligations of the parties under the Series 2016 Bond, the Bond Purchase and Loan Agreement and the Authority's assignment of (i) the Bond Purchase and Loan Agreement and (ii) the 2016 Note to the Bank, are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium and similar laws, now or hereafter in effect, relating to or affecting the enforcement of creditors' rights. The enforceability of such obligations is 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. Certain indemnity provisions may be unenforceable pursuant to court decisions invalidating such indemnity agreements on grounds of public policy.

7. Interest on the Series 2016 Bond (i) is excludable from gross income for purposes of federal income taxation under Section 103 of the Code and (ii) is not a specific item of tax preference for purposes of the federal alternative minimum income tax imposed on individuals and corporations. However, for purposes of the alternative minimum tax imposed on corporations (as defined for federal income tax purposes) under Section 56 of the Code, interest on the Series 2016 Bond must be included in computing adjusted current earnings. We express no opinion regarding other federal tax consequences arising with respect to the Series 2016 Bond.

In delivering this opinion, we are (i) relying upon and assuming the accuracy of certifications and representations of representatives of the Authority, Westminster-Canterbury and the Bank as to facts material to the opinion and (ii) assuming continuing compliance with the Covenants (as defined below) by the Authority and Westminster-Canterbury, so that interest on the Series 2016 Bond will remain excludable from gross income for federal income tax purposes. The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied after the issuance of the Series 2016 Bond in order for interest on the Series 2016 Bond to be and remain excludable from gross income for purposes of federal income taxation. These requirements include, by way of example and not limitation, the requirement
that Westminster-Canterbury maintains its status as an organization described in Section 501(c)(3) of the Code, restrictions on the use, expenditure and investment of the proceeds of the Series 2016 Bond and the use of the property financed by the Series 2016 Bond, limitations on the source of the payment of and the security for the Series 2016 Bond, and the obligation to rebate certain excess earnings on the gross proceeds of the Series 2016 Bond to the United States Treasury. The Bond Purchase and Loan Agreement and the Tax Certificate and Agreement contain covenants (the "Covenants") with which the Authority and Westminster-Canterbury have agreed to comply with such requirements. Failure by the Authority or Westminster-Canterbury to comply with their respective Covenants could cause interest on the Series 2016 Bond to become includable in gross income for federal income tax purposes retroactive to their date of issue. In the event of noncompliance with the Covenants, the available enforcement remedies may be limited by applicable provisions of law and, therefore, may not be adequate to prevent interest on the Series 2016 Bond from becoming includable in gross income for federal income tax purposes. Compliance by the Authority with its respective Covenants does not require the Authority to make any financial contribution for which it does not receive funds from Westminster-Canterbury.

We have no responsibility to monitor compliance with the Covenants after the date of issue of the Series 2016 Bond.

Certain requirements and procedures contained, incorporated or referred to in the Bond Purchase and Loan Agreement and the Tax Certificate and Agreement, including the Covenants, may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. We express no opinion concerning any effect on the excludability of interest on the Series 2016 Bond from gross income for federal income tax purposes under Section 103 of the Code of any such subsequent change or action that may be made, taken or omitted upon the advice or approval of counsel other than this firm.

8. In accordance with Section 15.2-4912 of the Act, the income from the Series 2016 Bond, including any profit made on their sale, is exempt from taxation by the Commonwealth and any of its political subdivisions.

Our services as bond counsel to the Authority have been limited to rendering the foregoing opinion based on our review of such legal proceedings and other documents as we deem necessary to approve the validity of the Series 2016 Bond and the income tax status of the interest on them and the enforceability of the Bond Purchase and Loan Agreement. We express no opinion as to the business or financial resources of the Authority or Westminster-Canterbury or the ability of the Authority or Westminster-Canterbury to provide for the payment of the Series 2016 Bond or the accuracy, completeness or sufficiency of any information that may have been relied upon by any owner of the Series 2016 Bond in making the decision to purchase the Series 2016 Bond.

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 the Series 2016 Bond or
the Bond Purchase and Loan Agreement.

The foregoing opinions are being furnished to the addressees hereof, 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.

Very truly yours,

McGuireWoods LLP