COMMONWEALTH OF VIRGINIA

ECONOMIC DEVELOPMENT AUTHORITY OF
ALBEMARLE COUNTY, VIRGINIA

$___________ RESIDENTIAL CARE FACILITY
MORTGAGE REVENUE REFUNDING BOND
(WESTMINSTER-CANTERBURY OF THE BLUE RIDGE),
SERIES 2016B
4. General Certificate of Westminster-Canterbury of the Blue Ridge
   A. Articles of Incorporation
   B. Bylaws
   C. Unanimous Written Consent of the Executive Committee of Board of Trustees effective June 20, 2016
   D. IRS Determination Letter
   E. Certificate of Good Standing for Westminster-Canterbury of the Blue Ridge
   F. Additional Bonds Test
   G. Outstanding Debt Table

5. General Certificate of Westminster-Canterbury of the Blue Ridge Foundation
   A. Articles of Incorporation
   B. Bylaws
   C. Resolution of the Board of Trustees adopted June 8, 2016
   D. Certificate of Good Standing for Westminster Canterbury of the Blue Ridge Foundation

6. Bond Purchase and Loan Agreement
   A. Form Bond
   B. Form of Note
   C. Form of Compliance Certificate

7. Certified Copy of Master Trust Indenture
   A. First Supplement to Master Trust Indenture
   B. Second Supplement to Master Trust Indenture
   C. Third Supplement to Master Trust Indenture
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   F. Sixth Supplement to Master Trust Indenture

8. Seventh Supplement to Master Trust Indenture
   A. Form of Obligation No. 9

9. Specimen Obligation No. 9

10. First Amending Supplement to Master Trust Indenture

11. Certificate of Insurance Consultant
<table>
<thead>
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<th>Description</th>
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<td>30.</td>
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<td>B. Letter of Representations</td>
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<td>C. Verification Report</td>
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<td>D. Escrow Requirements</td>
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E. Notice of Refunding
F. Notice of Optional Redemption

30. 26-Certificate of U.S. Bank
31. 27-Certificate of Series 2007 Bond Trustee
32. 28-Closing Memorandum
33. 29-Final Numbers
transactions contemplated by the Documents have been duly, or will be, validly obtained or performed and are or will be in full force and effect. All licenses, consents, permits, approvals or authorizations, of any federal, state or local governmental issuer required on the part of Westminster-Canterbury to be obtained in connection with the acquisition and construction of the project financed with the proceeds of the Series 2016B Bond, the execution and delivery of the Documents, the performance by Westminster-Canterbury of its obligations thereunder and hereunder and the consummation of the transactions contemplated thereby, have been duly obtained or are expected to be obtained in the ordinary course.

20. All requirements and conditions to the issuance of Obligation No. 9 set forth in the Master Trust Indenture and the Supplement have been complied with and satisfied.

21. Attached as Exhibit G is a list of all Obligations of the Westminster-Canterbury Outstanding on the Closing Date and a list of the holders of such Obligations.

[Signature Page Follows]
EXHIBITS:
A - Articles of Incorporation
B - Bylaws
C - Unanimous Written Consent of the Executive Committee of the Board of Trustees
effective as of June 20, 2016
D - IRS Determination Letter
E - Certificate of Good Standing for Westminster-Canterbury of the Blue Ridge
F - Additional Bonds Test
G - Outstanding Debt Table
CERTIFICATE AS TO MASTER TRUST INDENTURE

The undersigned officer of Westminster-Canterbury of the Blue Ridge ("Westminster-Canterbury") certifies that attached hereto is a true and complete copy of the Master Trust Indenture dated as of March 1, 2007, between Westminster-Canterbury and U.S. Bank National Association, as master trustee, as previously supplemented and amended and as supplemented on the date hereof.

Dated: October 4, 2016

WESTMINSTER-CANTERBURY OF THE BLUE RIDGE

By: 

Gary B. Selmeczi
President and Chief Executive Officer
CERTIFICATE OF SERIES 2007 BOND TRUSTEE

As of October 4, 2016 (The "Closing Date"), U.S. Bank National Association, as successor bond trustee ("Bond Trustee"), hereby certifies as follows:

1. The Bond Trustee is the successor bond trustee under an Indenture of Trust dated as of November 1, 1995 (the "Original Indenture"), between the Economic Development Authority of Albemarle County, Virginia (f/k/a the Industrial Development Authority of Albemarle County, Virginia, the "Authority") and the Bond Trustee, as previously supplemented and amended and as supplemented and amended by a Fourth Supplemental Indenture of Trust dated as of __________, March 1, 2007 (the "Supplemental Indenture" and together with the Original Indenture, the "Bond Indenture"), between the Authority and the Bond Trustee, and pursuant to which the Authority issued its Residential Care Facility Mortgage Revenue Refunding Bonds (Westminster-Canterbury of the Blue Ridge), Series 2007 (the "Series 2007 Bonds").

2. The Bond Trustee has received funds in the amount of $__________ from or at the direction of Westminster-Canterbury of the Blue Ridge ("Westminster-Canterbury") and is holding and investing such amounts in accordance with the terms of an Escrow Agreement dated the Closing Date (the "Escrow Agreement") between U.S. Bank National Association, in its capacity as Bond Trustee and escrow agent, Westminster-Canterbury and the Authority.

3. The Bond Trustee has received from Westminster-Canterbury (or provisions satisfactory to the Bond Trustee have been made for) the payment of all fees and expenses of the Bond Trustee.

4. The conditions of Section 8.1 of the Original Indenture to the defeasance of the outstanding Series 2007 Bonds have been satisfied and as provided in Section 8.1 of the Original Indenture, the Series 2007 Bonds are no longer secured by the lien of the Indenture and the Bond Trustee may look only to the amounts held under the Escrow Agreement for payment of the principal of and interest on the Series 2007 Bonds.

IN WITNESS WHEREOF, the Bond Trustee is signing this Certificate as of the Closing Date.

U.S. BANK NATIONAL ASSOCIATION

By: ____________________________
Name: ____________________________
Title: ____________________________
SEVENTH SUPPLEMENT TO MASTER TRUST INDENTURE

among

WESTMINSTER-CANTERBURY OF THE BLUE RIDGE,
WESTMINSTER-CANTERBURY OF THE BLUE RIDGE FOUNDATION

and

U.S. BANK NATIONAL ASSOCIATION,
as Master Trustee

Dated as of October 1, 2016

Supplementing the
Master Trust Indenture
dated as of March 1, 2007
THIS SEVENTH SUPPLEMENT TO MASTER TRUST INDENTURE, is dated as of October 1, 2016 (this "Seventh Supplement"), and is between WESTMINSTER-CANTERBURY OF THE BLUE RIDGE (the "Corporation"), a nonstock, not-for-profit Virginia corporation, WESTMINSTER-CANTERBURY OF THE BLUE RIDGE FOUNDATION (the "Foundation"), a nonstock, not-for-profit Virginia corporation, and U.S. BANK NATIONAL ASSOCIATION, a national banking association, existing under the laws of the United States of America, as master trustee (the "Master Trustee") and supplements the Master Trust Indenture dated as of March 1, 2007 (as previously supplemented and amended, the "Original Master Indenture" and as further amended or supplemented from time to time in accordance with its terms, including as supplemented by the Seventh Supplement, the "Master Indenture"), between the Corporation, the Foundation, and the Master Trustee.

W I T N E S S E T H:

WHEREAS, the Corporation and the Foundation have entered into the Master Indenture which provides for the issuance by any Member of the Obligated Group (as defined in the Master Indenture) of their obligations thereunder, upon such Member of the Obligated Group and the Master Trustee entering into an indenture supplemental to the Master Indenture to issue such obligations;

WHEREAS, the Corporation will issue a promissory note dated October 4, 2016 (the "Note") pursuant to a Bond Purchase and Loan Agreement dated as of October 1, 2016 (the "Agreement"), between the Economic Development Authority of Albemarle County, Virginia (the "Authority"), the Corporation and STI Institutional & Government, Inc. (the "Bondholder");

WHEREAS, the Corporation will issue the Note to evidence its obligation under the Authority's loan to the Corporation of the proceeds of the Authority's Residential Care Facility Mortgage Revenue Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B in the principal amount equal to the aggregate amount of principal advances thereunder up to $__________ (the "Series 2016B Bond");

WHEREAS, the Corporation desires to issue the Note as an Obligation under the Master Indenture (as more particularly defined below, "Obligation No. 9");

WHEREAS, all acts and things necessary to constitute this Seventh Supplement a valid indenture and agreement according to its terms have been done and performed, and the Corporation and the Foundation have duly authorized the execution and delivery of this Seventh Supplement and Obligation No. 9;

NOW, THEREFORE, in consideration of the premises, of the acceptance by the Master Trustee of the trusts hereby created, and of the giving of consideration for and acceptance of Obligation No. 9 by the holder thereof, the Corporation and the Foundation covenant and agree with the Master Trustee, for the benefit of the holder from time to time of Obligation No. 9, as follows:

NOW, THEREFORE, in consideration of the foregoing, of the acceptance by the Master Trustee of the trusts hereby created, and of the giving of consideration for and acceptance
of the Obligation issued hereunder by the Corporation, the Obligated Group covenants and agrees with the Master Trustee, for the benefit of the Bondholder, as follows:

Section 1. Definitions. All terms used herein that are defined in the Master Indenture shall have the meanings assigned to them therein. The following words and phrases shall have the following meanings in this Seventh Supplement unless the context otherwise requires:

"Obligation No. 9" means the Corporation's promissory note in the principal amount equal to the aggregate amount of principal advances made under the Series 2016B Bond up to $__________ dated the date of its delivery, issued and delivered to the Authority.

"Seventh Supplement" means this Seventh Supplement to Master Trust Indenture dated as of October 1, 2016, among the Corporation, the Foundation and the Master Trustee.

Section 2. Issuance of Obligation No. 9. There is hereby created and authorized to be issued, as an Obligation under the Master Indenture, Obligation No. 9 in an aggregate principal amount equal to the aggregate amount of principal advances made under the Series 2016B Bond not to exceed $__________, designated "Westminster-Canterbury of the Blue Ridge Promissory Note Constituting Obligation No. 9." Obligation No. 9 shall be dated the date of its delivery, and shall be payable in such amounts, at such times and in such manner and shall have such other terms and provisions as are set forth in the form of Obligation No. 9 attached hereto as Exhibit A. Pursuant to Section 3.01 of the Master Indenture, Obligation No. 9 is a joint and several obligation of each Member of the Obligated Group, including the Corporation and the Foundation. The Authority shall assign Obligation No. 9 to the Bondholder pursuant to the Agreement and this Seventh Supplement.

Section 3. Payments on Obligation No. 9. Principal of, and interest and any applicable redemption premium on, Obligation No. 9 are payable in lawful money of the United States of America. Payments of principal of, premium, if any, and interest on Obligation No. 9 shall be made at the times and in the amounts specified in Obligation No. 9 by wire or other transfer of immediately available funds or by payment of clearing house or same-day funds by the Obligated Group depositing the same with or to the account of the Bondholder at or prior to the opening of business on the day such payments shall become due or payable (or the next preceding Business Day if such date is a Saturday, Sunday or holiday in the city in which the office of the Bondholder to which payments are to be made is located), and giving notice to the Master Trustee of each payment of principal, interest or premium on such Obligation, specifying the amount paid and identifying such payment as a payment on Obligation No. 9.

Section 4. Execution and Authentication of Obligation No. 9. Obligation No. 9 shall be manually executed for and on behalf of the Corporation by its President and Chief Executive Officer and on behalf of the Foundation by its President and Chief Executive Officer. If any officer whose signature appears on Obligation No. 9 ceases to be such officer before delivery thereof, such signature shall remain valid and sufficient for all purposes as if such officer had remained in office until such delivery. Obligation No. 9 shall be manually authenticated by an authorized officer of the Master Trustee, without which authentication Obligation No. 9 shall not be entitled to the benefits hereof.
ESCROW AGREEMENT

This ESCROW AGREEMENT is dated as of October 1, 2016 (this "Agreement"), and is between the ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA (f/k/a the Industrial Development Authority of Albemarle County, Virginia, the "Issuer"), WESTMINSTER-CANTERBURY OF THE BLUE RIDGE (the "Borrower") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent (together with its permitted successors and assigns, the "Escrow Agent") and as Bond Trustee (as hereinafter defined).

RECITALS

A. On March 28, 2007, the Issuer issued its Residential Care Facility Mortgage Revenue Refunding Bonds (Westminster-Canterbury of the Blue Ridge), Series 2007 (the "Prior Bonds").

B. Concurrently with the execution and delivery of this Agreement, the Issuer is issuing its Residential Care Facility Mortgage Revenue Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B (the "2016B Bond"), certain proceeds of which, together with other available funds, will be used by the Issuer (at the direction of the Borrower) to refund, redeem and defease the outstanding the Prior Bonds (as particularly defined below, the "Refunded Bonds").

C. The Issuer is issuing the 2016B Bond pursuant to the Virginia Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended, and a Bond Purchase and Loan Agreement dated as of October 1, 2016, between, the Issuer, the Borrower and STI Institutional & Government, Inc., and the Bond Authorization.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Each capitalized term used in this Agreement has the meaning given to it below:

"2016B Bond" has the meaning set forth in the Recitals.

"Agreement" has the meaning given to it in the Preamble.


"Bond Indenture" means the Indenture of Trust dated as of November 1, 1995, as amended and supplemented, including as amended and supplemented by the Fourth Supplemental Indenture of Trust dated as of March 1, 2007, all between the Issuer and the Bond Trustee.
Agreement except as specifically provided in this Agreement. So long as the Escrow Agent applies any funds, any Government Securities and any earnings therefrom to pay the Refunded Bonds as provided in this Agreement and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds.

3.11 **Dealing in Bonds.** The Escrow Agent may in good faith buy, sell, or hold and deal in the Refunded Bonds or the 2016B Bond, or both.

3.12 **Statements.** The Escrow Agent will submit to the Borrower monthly statements itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding period, and also listing any balances on deposit in the Escrow Fund and any moneys held by it received as interest on or profit from the collection of any Government Securities as of the date of the report.

3.13 **Insufficiency.** If at any time it shall appear to the Escrow Agent that the available proceeds of any Government Securities or cash balances, or both, in the Escrow Fund will not be sufficient to make any payment due to the owners of any of the Refunded Bonds, the Escrow Agent shall notify the Issuer and the Borrower not less than five days before such payment date.

3.14 **Irrevocable Instructions; Notice of Refunding; Notice of Optional Redemption.** (a) The Issuer and the Borrower irrevocably direct the Escrow Agent (in its capacity as Bond Trustee), and the Escrow Agent in such capacity agrees, to cause a notice substantially in the form attached as Exhibit E to be sent within three business days after the date hereof (i) to DTC in accordance with the Letter of Representations and customary business practices and (ii) by electronic transmission in the format prescribed by the Municipal Securities Rulemaking Board ("MSRB") to be posted to the MSRB's EMMA system, all pursuant to, or consistent with, the provisions of the Bond Indenture.

(b) The Escrow Agent (in its capacity as Bond Trustee) shall, not later than December 2, 2016, and not earlier than November 2, 2016, cause a notice substantially in the form of Exhibit F (or such other form as the Escrow Agent customarily uses) to be sent (i) to DTC in accordance with the Letter of Representations and customary business practices and (ii) by electronic transmission in the format prescribed by the MSRB to be posted to the MSRB's EMMA system, all pursuant to, or consistent with, the provisions of the Bond Indenture.

**ARTICLE IV**

**COVENANTS AND REPRESENTATIONS OF THE ISSUER**

4.1 **Limitation of Escrow Agent's Liability.** The Escrow Agent shall have no responsibility or liability whatsoever for (i) any of the Issuer's recitals in this Agreement, and (ii) any undertaking of the Issuer or the Borrower under this Agreement.

4.2 **Optional Redemption of Refunded Bonds.** The Issuer and the Borrower irrevocably exercise their option to redeem the Refunded Bonds that are subject to optional redemption on the Redemption Date.
8.3 **Severability.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the applicable party, only to the extent permitted by law.

8.4 **Patriot Act Requirements.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent may ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

8.5 **Governing Law.** This Agreement is a contract made under the laws of the Commonwealth of Virginia and shall be governed by and construed in accordance with such laws but without regard to conflict of law principles.

[Signature Page Follows]
EXHIBIT E

Notice of Refunding

NOTICE OF REFUNDING
OF
RESIDENTIAL CARE FACILITY MORTGAGE REVENUE REFUNDING BONDS
(WESTMINSTER-CANTERBURY OF THE BLUE RIDGE), SERIES 2007

NOTICE IS HEREBY GIVEN by the Economic Development Authority of Albemarle County, Virginia (the "Authority") that on October 4, 2016, the Authority issued its Residential Care Facility Mortgage Revenue Refunding Bonds (Westminster-Canterbury of the Blue Ridge), Series 2016B (the "Bond") dated as of the date of delivery. The Authority will use a portion of the net proceeds of the Bond, to refund in advance of their stated maturities all of the Authority's outstanding Residential Care Facility Mortgage Revenue Refunding Bonds (Westminster-Canterbury of the Blue Ridge), Series 2007 described below (the "Refunded Bonds"). A portion of the net proceeds of the Bond have been deposited with U.S. Bank National Association, Richmond, Virginia, as escrow agent (the "Escrow Agent"), to be held in trust and have been invested in certain noncallable direct obligations of the United States of America, as provided in an Escrow Agreement dated as of October 1, 2016 (the "Escrow Agreement"), between the Authority, Westminster-Canterbury of the Blue Ridge and the Escrow Agent. The proceeds of the Bond and other available funds deposited with the Escrow Agent under the Escrow Agreement are in such amount and invested in such obligations as will assure sufficient monies (a) to pay the interest on Refunded Bonds as such becomes due on or before January 1, 2017, and (b) to pay at maturity or redeem (as applicable) on January 1, 2017, the Refunded Bonds at a price of 100% of the principal amount thereof.

The maturity dates, principal amounts to be refunded, interest rates and CUSIP numbers for the Refunded Bonds specified above are as follows:

<table>
<thead>
<tr>
<th>Year of Maturity</th>
<th>Refunded Principal Amount</th>
<th>Interest Rate</th>
<th>CUSIP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$1,130,000</td>
<td>4.625%</td>
<td>01266L BT6</td>
</tr>
<tr>
<td>2018</td>
<td>1,190,000</td>
<td>4.625</td>
<td>01266L BU3</td>
</tr>
<tr>
<td>2019</td>
<td>1,245,000</td>
<td>4.625</td>
<td>01266L BV1</td>
</tr>
<tr>
<td>2024</td>
<td>15,855,000</td>
<td>5.000</td>
<td>01266L CA6</td>
</tr>
<tr>
<td>2031</td>
<td>25,310,000</td>
<td>5.000</td>
<td>01266L CB4</td>
</tr>
</tbody>
</table>

This notice and the information contained herein are provided solely for informational purposes and this is not a notice of redemption of any of the Refunded Bonds. There is no need for the holders of the Refunded Bonds to take any action with respect to the Refunded Bonds at the present time. Actual notice of the redemption of the Refunded Bonds will be mailed to the registered owners in accordance with the provisions of the Refunded Bonds by no later than 30 days before the redemption date of the Refunded Bonds.

Dated: ___________, 2016

By: U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent and Bond Trustee
October 4, 2016

Economic Development Authority of Albemarle County, Virginia
Charlottesville, Virginia

STI Institutional & Government, Inc.
Roanoke, Virginia

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 $__________ 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.
October 4, 2016

U.S. Bank National Association,
as Master Trustee
Richmond, Virginia

STI Institutional & Government, Inc.
Roanoke, Virginia

Industrial Development Authority of Albemarle County,
Virginia
Residential Care Facility Mortgage Revenue Refunding Bonds
(Westminster-Canterbury of the Blue Ridge), Series 2007

Ladies and Gentlemen:

We are delivering this opinion (the "Opinion") in connection with the above-referenced bonds (the "Series 2007 Bonds") under an Indenture of Trust dated as of November 1, 1995, as supplemented and amended (as amended and supplemented, the "1995 Indenture"), between the Economic Development Authority of Albemarle County, Virginia (formerly the Industrial Development Authority of Albemarle County, Virginia, the "Authority") and U.S. Bank National Association, as bond trustee (the "Bond Trustee"). Unless otherwise defined, each capitalized term used in this opinion shall have the meaning given it in Article I of the 1995 Indenture.

Pursuant to resolutions adopted on May 31, 2016, and September 13, 2016, the Authority authorized, among other things, the issuance of its Residential Care Facility Mortgage Revenue Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B (the "2016B Bond"). The proceeds of the 2016B Bond will be used to redeem the outstanding principal amount of the Series 2007 Bonds (the "Refunded Bonds"). A portion of the proceeds of the 2016B Bond and other available funds will be used to redeem the outstanding principal amount and accrued interest on the Refunded Bonds on January 1, 2017 (the "Redemption Date").

In connection with this opinion, we have reviewed (i) the Master Trust Indenture dated as of March 1, 2007 (the "Original Master Indenture") between Westminster-Canterbury of the Blue Ridge (the "Corporation") and U.S. Bank National Association, as master trustee (ii) the 1995 Indenture, (iii) the Escrow Agreement dated the date hereof, between the Corporation, the Authority and U.S. Bank National Association, as escrow agent and Bond Trustee, pursuant to
which the Corporation and the Authority have established an escrow fund (the "Escrow Fund") that is irrevocably pledged to the payment of the indebtedness evidenced by the Refunded Bonds, (iv) calculations of BB&T Capital Markets, a division of BB&T Securities, LLC, relating to the sufficiency of the funds deposited in the Escrow Fund (the mathematical accuracy of which was verified by Bingham Arbitrage Rebate Services, Inc., Verification Report dated the date hereof (the "Verification Report")) and (v) such other documents and showings and related matters of law as we have deemed necessary in order to render this opinion.

As to questions of fact material to our opinion, we have relied upon (i) representations of the Corporation and the Authority contained in the documents delivered in connection with this closing, (ii) certifications of public officials furnished to us and (iii) certificates of representatives of the Corporation delivered at the closing. Further, we have relied on the Verification Report with respect to the sufficiency of the proceeds applied in accordance with the terms of the above-referenced instructions to pay on the Redemption Date, the redemption price of and accrued interest on the Refunded Bonds in accordance with the 1995 Indenture.

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 herein that all documents, certificates, and instruments relating to this financing have been duly authorized, executed, and delivered by all parties to them, and we have further assumed the due organization, existence, and powers of all parties.

This opinion is being delivered pursuant to Section 3.07(b)(3) of the Original Master Indenture.

Based on the foregoing, we are of the opinion that the Series 2007 Bonds have been defeased and are no longer outstanding.

This opinion is based on an analysis of existing laws, regulations, rulings and court decisions, and may be adversely affected by actions taken or events occurring, including a change in law, regulation or ruling (or in the application or official interpretation of any law, regulation or ruling) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions are taken or such events occur and we have no obligation to update this opinion in light of such actions or events. This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

This opinion is for the benefit of the addressees only and may not be quoted, circulated, assigned or delivered to any other person without our prior written consent.

Very truly yours,
October 4, 2016

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 $__________ 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 "Bank Lender"), the Authority and the Borrower;

(b) Westminster Canterbury of the Blue Ridge Promissory Note Constituting Obligation No. 89 ("Obligation No. 89"), 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"), and as supplemented by the Sixth Supplement to Master Trust Indenture dated as of October 1, 2016 (the "Sixth Supplement to Master Indenture," together with the Existing Master Indenture, the "Master") 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 the 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) unfiled 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 Sixth 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:
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. 8 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