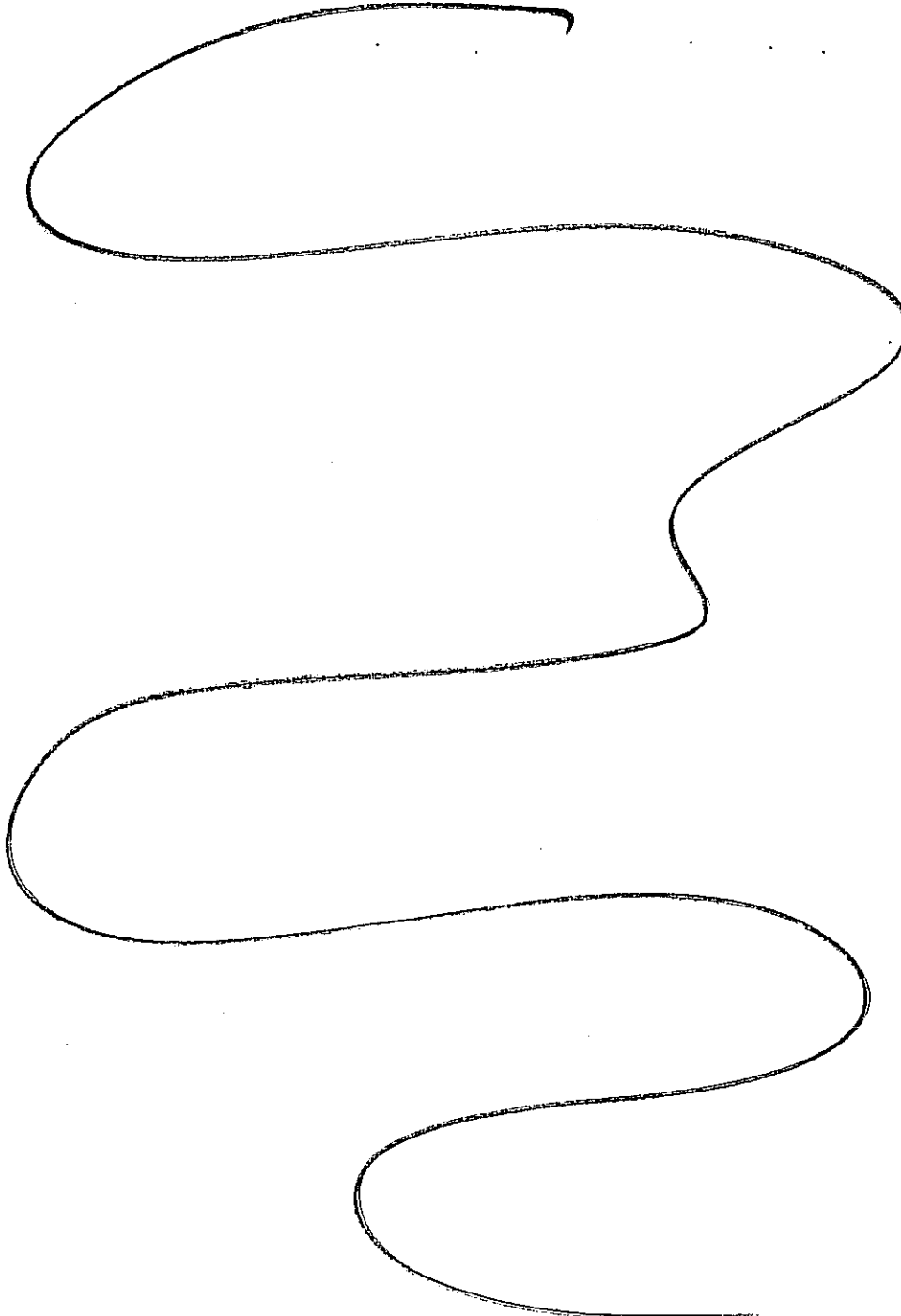


BYLAWS
OF
THE 903 CONDOMINIUM ASSOCIATION



BYLAWS

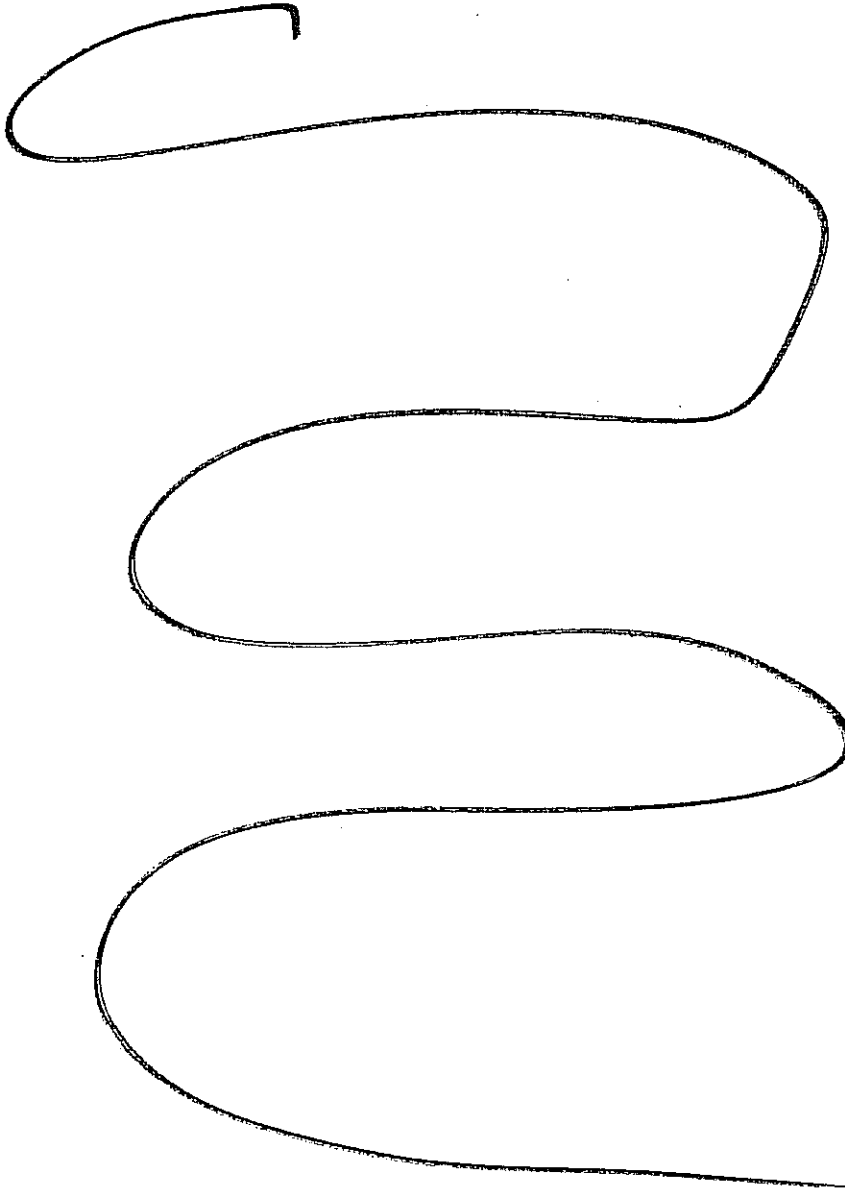
OF

THE 903 CONDOMINIUM ASSOCIATION

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THE 903 CONDOMINIUM ASSOCIATION

BYLAWS

These Bylaws shall govern the administration, use, operation, maintenance and occupation of the property located at 1000 Providence Place, Providence, Rhode Island, known as The 903 Condominium.

ARTICLE 1: INTRODUCTORY PROVISION

Section 1. Name. The name of the Unit Owners' Association shall be "The 903 Condominium Association" and under that name all business shall be carried out by the Executive Board so far as legal and practicable.

Section 2. Applicability. These Bylaws ("Bylaws") shall relate solely to the buildings within THE 903 CONDOMINIUM, located at 1000 Providence Place, Providence, Rhode Island (the "Property"), more fully described in the Second Amended and Restated Declaration of Condominium of THE 903 CONDOMINIUM, dated March 21, 2006, and the plat and plans attached thereto (collectively the "Declaration") recorded in the Office of the Recorder of Deeds of the City of Providence as the same may be amended from time to time.

Section 3. Definitions. The capitalized terms used herein without definition shall have the same definitions as such terms have in the Declaration and the Rhode Island Condominium Act of 1982, R.I.G.L. 34-36.1 et. seq. (the "Act"). Unless otherwise provided in the Act, in the event of inconsistencies in definitions between the Act and the Declaration, the Declaration shall control.

Section 4. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all persons entitled to occupy a Unit shall comply with these Bylaws.

Section 5. Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the provisions of applicable statutes of the State of Rhode Island shall govern the Association.

ARTICLE 2: UNIT OWNERS ASSOCIATION

Section 1. Office. The office of the Condominium, the Association, and the Executive Board shall be located at such place as may be designated from time to time by the Executive Board.

Section 2. Composition. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act pursuant to the Declaration.

For all purposes the Association shall act merely as an agent for the Unit Owners as a group. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, including collecting for arranging payment of all individual real estate taxes that may be assessed against each individual Unit as a result of the tax treaty with the City of Providence, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association by the Act and the Declaration. Except as to those matters which the Act specifically requires to be performed by the vote of the Association, the foregoing responsibilities shall be performed by the Executive Board or its designee.

Section 3. Meetings. Annual meetings of the Association shall be held on the second Saturday of January each year. At such annual meetings the Executive Board shall be elected by closed ballot of the Unit Owners. The Association shall also hold its Budget Meeting on the first Monday of December of each year.

Section 4. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

Section 5. Special Meetings. The President shall call a special meeting of the Association upon a petition signed and presented to the Secretary by at least twenty (20) Unit Owners. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 6. Quorum. Sixty percent (60%) of the Unit Owners entitled to vote shall constitute a quorum for transactions of any business of the annual meeting or any other meetings of the Association.

Section 7. Notice of Meetings. The Secretary shall mail or hand deliver to each Unit Owner a notice of each annual or regularly scheduled meeting of the Unit Owners as required by section 34-36.1-3.08 of the Act.

Section 8. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners of a majority of the votes who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours after the time the original meeting was called.

Section 9. Voting. The vote to which each Unit Owner is entitled shall be the vote assigned to his Unit in the Declaration. A majority vote of the Unit Owners present in person or by proxy is required to adopt decisions at any meeting of the Association.

Section 10. Conduct of Meetings. The then most current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association and the Executive Board when not in conflict with the Declaration, these Bylaws or the Act.

ARTICLE 3: EXECUTIVE BOARD

Section 1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board composed of seven (7) persons.

Section 2. Powers and Duties. The Executive Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by the Act. The Executive Board shall be allocated a sufficient amount to be determined by the Executive Board per year to cover costs and expenditures by the Board in furtherance of Association purposes. Any further expenditures shall require the Association's approval.

Section 3. Managing Agent. If approved at a vote of the Association at a special meeting duly called only to consider that issue, the Executive Board may employ for the Condominium a "Managing Agent" at compensation to be established by the Executive Board. No member of the Executive Board may serve as Managing Agent. The Managing Agent shall be available on a full time basis during regular business hours, and available to provide coverage on a twenty-four (24) hour basis for emergencies. The Managing Agent shall meet all contract requirements as set by the Executive Board. The terms of any such contract shall be available for inspection by any Unit Owner.

2/14/11
3/12/11
Section 4. Election and Term of Office. From the date hereof through and including the sixtieth (60th) day following the conveyance of at least fifty percent (50%) of the Units which may be created to Unit Owners other than the Declarant (the "Declarant Control Period"), the Declarant shall have the right to appoint and remove any and all Executive Board members provided that the Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than the Declarant. Upon the expiration of the Declarant Control Period, one of the seven (7) members of the Executive Board shall be elected by the Unit Owners other than Declarant. Not later than five (5) years following the date of recording of the Declaration, all members of the Executive Board shall resign, and Unit Owners shall elect a new seven (7) member Board, at least a majority of whom shall be Unit Owners. Thereafter, there shall at all times be an Executive Board consisting of seven (7) persons as shall be determined by a vote at the annual meeting of the Association. Any Unit Owner interested in running for a position on the Executive Board must submit his or her name to the Secretary of the Association at least forty-five (45) days prior to the Annual Meeting, and the names of all candidates shall be included in the notice of the Annual Meeting. Nominations shall be made from the floor of the Annual Meeting, only if necessary to raise the total number of candidates to five. The Unit Owners shall elect the Executive Board, at least a majority of whom must be Unit Owners. The terms of office of Executive Board members shall extend until the next annual meeting. At the expiration of such term of office of each member of the Executive Board, a successor shall be elected to serve for a term of one year. The members of the Executive Board shall hold office until their respective successors have been elected by the Association.

Section 5. Vacancies. If a vacancy shall exist on the Executive Board, either because of

an insufficient number of candidates elected at the Annual Meeting, or the resignation, death, or removal of an elected member, such vacancy shall be filled by majority vote at a meeting of the Executive Board, duly called and held.

Section 6. Meetings. An organizational meeting of the Executive Board shall be held immediately following annual meetings of the Association. Notice of regular meetings of the Executive Board shall be given to each Executive Board member, by mail or telegraph at least three business days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Executive Board may be called by any board member on three business days notice to each Executive Board member, given by mail or in person which notice shall state the time, place and purpose of the meeting.

Section 8. Waiver of Notice. Any Executive Board member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Executive Board member at any meeting of the Executive Board shall constitute a waiver of notice by him or her of the time, place and purpose of such meeting, if all Executive Board members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Compensation. No Executive Board member shall receive any compensation from the Association for acting as such.

Section 10. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

Section 11. Liability of the Executive Board, Officers, Unit Owners and Association. (a) The officers and members of the Executive Board shall not be liable to the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the officers and Executive Board members from and against all contractual liability to others arising out of contracts made by the officers or the Executive Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Act, the Declaration or these Bylaws. Officers and members of the Executive Board shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Unit Owner arising out of any contract made by the officers or Executive Board, or out of the aforesaid indemnity in favor of the members of the Executive Board or officers, or for damages as a result of injuries arising in connection with the Common Elements solely by virtue of his ownership of a Common Element Interest therein or for liabilities incurred by the Association, shall be limited to the total liability multiplied by his or her Common Element Interest. Every agreement made by the officers, the Executive Board or the Managing Agent on behalf of the Association shall, if obtainable, provide that the officers, the members of the Executive Board or the Managing Agent, as the case may be, are acting only as agents for the

Association and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by his Common Element Interest.

(b) The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by the Unit Owner of any Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 12. Committees. The Executive Board shall have the power to appoint such committees as it deems necessary to carry out the purposes of the Association. The Executive Board shall specifically establish a nominating committee for nomination candidates for the Executive Board. Said committee shall meet with all candidates at least thirty (30) days prior to the annual meeting.

ARTICLE 4: OFFICERS

Section 1. Designation. The principal officers of the Association shall be President, Treasurer, and Secretary.

Section 2. Election of Officers. The officers of the Association shall initially be appointed by the Declarant, and the Declarant shall have the right to remove any and all officers for any reason or for no reason during the Declarant Control Period. Upon the expiration of the Declarant Control Period, the officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board. One person may hold more than one (1) office, but not more than two (2) offices at any one time.

Section 3. President. The President shall be the chief executive officer of the Association and have all of the general powers and duties which are normally incident to the office of president of a corporation.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board; have charge of such books and papers as the Executive Board may direct; maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered; prepare, execute, certify and record amendments to the Declaration; and, in general, perform all duties normally incident to the office of secretary of a corporation.

Section 5. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; and be responsible for the deposit of all monies and other valuable effects in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board; and, in general, perform all the duties normally incident to the office of treasurer of a corporation.

Section 6. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by two (2) Executive Board members.

Section 7. Compensation of Officers. No officer or Executive Board member shall receive any compensation from the Association for acting as such officer or Executive Board member.

ARTICLE 5: OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Assessments Against Unit Owners.

(a) "Fiscal Year". The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

(b) Preparation and Approval of Budget.

(i) Within thirty (30) days after adoption of any proposed budget for the condominium, the executive board shall provide a summary of the budget to all the unit owners, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the unit owners or any larger vote specified in the declaration reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the unit owners shall be continued until such time as the unit owners ratify a subsequent budget proposed by the executive board. The budget shall contain an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services.

(ii) Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The Executive Board shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Association.

(c) Assessment of Common Expenses. The total amount of the estimated funds required from assessments for the operation of the Property set forth in the budget adopted by the Executive Board shall be assessed against each Unit Owner in proportion to his respective Common Expense Liability.

Section 2. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Executive Board monthly in advance on the first day of each month. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit, regardless of voting rights assigned to each Unit Owner, whether it be Residential, Storage Space or Parking Space Unit Owners.

Section 3. Lien for Assessments. The assessment of each Unit Owner for Common Expenses or any special assessment or any other sum duly levied, made pursuant to this Declaration is hereby declared to be a lien levied against the Unit of such Unit Owner as provided in section 34-36.1-3.16 of the Act.

Section 4. Insurance. The Executive Board shall obtain and maintain comprehensive general liability and property damage insurance in such limits as the Executive Board may from time to time determine, in compliance with the minimum requirements of section 34-36.1-3.13 of the Act, and fidelity bond coverage in such amounts and on such terms and conditions as may be required under the Federal National Mortgage Association (FNMA) guidelines.

Section 5. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Executive Board. The Executive Board shall be responsible for the maintenance, repair and replacement of all of the Common Elements.

(b) By the Unit Owner. Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. Each Unit Owner is responsible for the cleanliness of any Limited Common Element which serves said Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure to make any of the repairs required by this Section

or from his negligence.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Executive Board.

ARTICLE 6: AMENDMENTS

Section 1. General requirements; Holders of Mortgages; Curative Amendments to Bylaws. Except as otherwise provided in any one or more of these Bylaws, these Bylaws may be amended by vote of 75% of the Unit Owners at a meeting duly called with notice of the intended amendment(s). No amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements or (ii) to abandon or terminate the condominium form of ownership of the Property except as otherwise provided in the Declaration, shall be effective without the prior written approval of all First Mortgagees, as that term is defined in the Declaration. Additionally, if any amendment is necessary in judgment of the Executive Board to cure any ambiguity, minor defect or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or of Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Executive Board, acting through the President, may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property.

ARTICLE 7: MISCELLANEOUS

Section 1. Notices. All notices, demands, bills, statements or other communications shall be in writing and shall be deemed to have been duly given if delivered personally or if sent postage prepaid (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section.

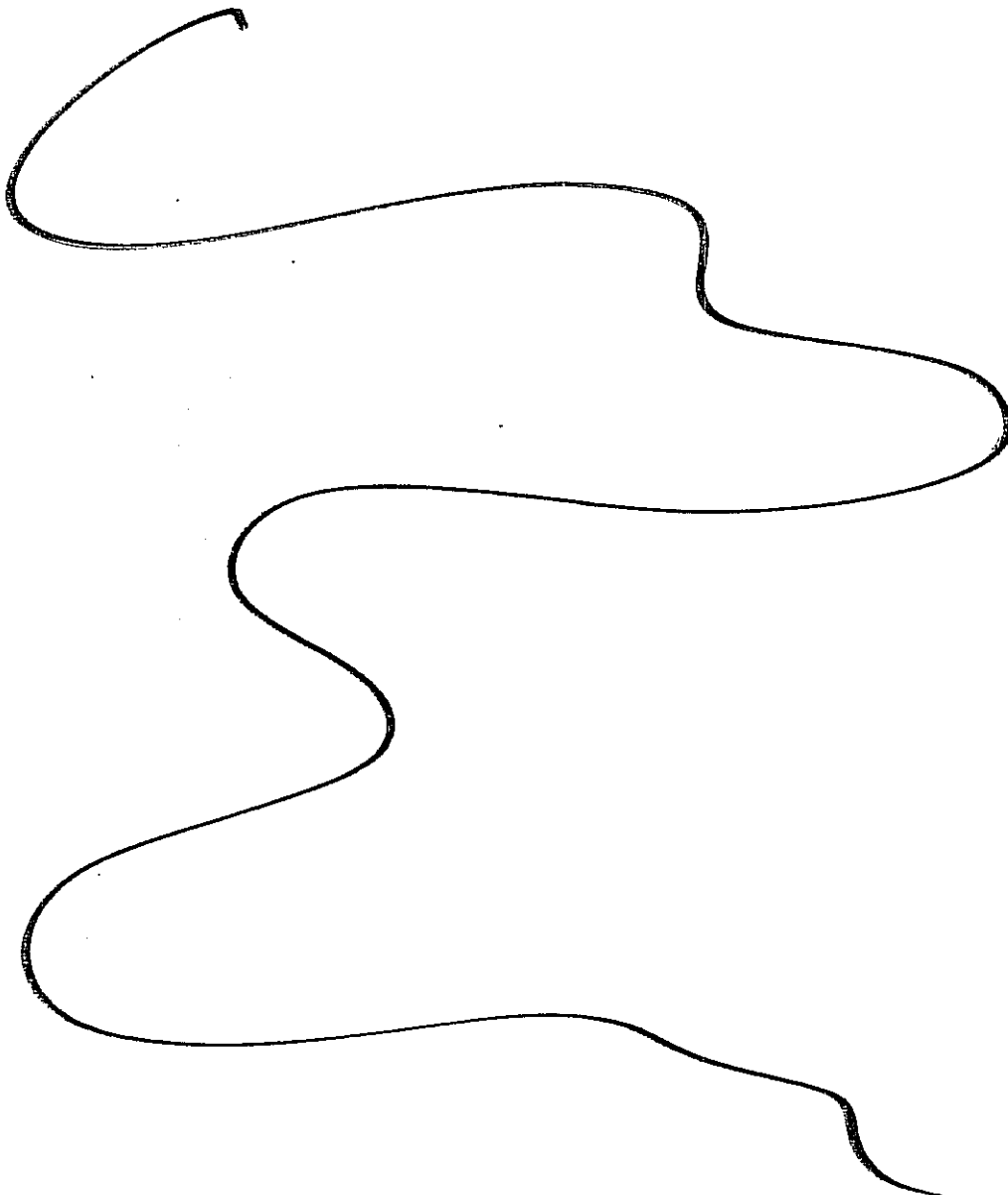
Section 2. Conflicts. The Act and the Declaration shall control in the event of any conflict between the provisions thereof and the provisions of these Bylaws. The Act, the Declaration and these Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of the Rules and Regulations.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Declaration, the Bylaws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in this Declaration shall be deemed

to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 5. Severability. The provisions of the Declaration and these Bylaws shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the condominium project which the Declaration is intended to create.



A T H E N A

Doc No: 00131109
Book: 7935 Page: 304

Re: The 903 Condominium

Based upon a series of reports coordinated by The Robinson Green Beretta Corporation and pursuant to RIGL 34-36.1-4.06, the undersigned avers that the present condition of all the structural components, mechanical and electrical installations of the buildings, which exist within The 903 Condominiums are in sound condition and properly suited for residential use.

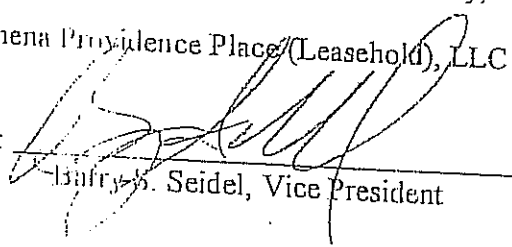
The undersigned makes no representations as the expected useful life of the structural components, mechanical and electrical installations.

To the best of the undersigned's knowledge, there is no current building code violations with regard to the property upon which The 903 Condominium is located.

Witness my hand this 20th day of January, 2006.

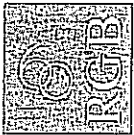
Athena Providence Place (Leasehold), LLC

By:


Jeffrey H. Seidel, Vice President

RECEIVED:

Providence
Received for Record
Mar 22, 2006 at 02:33:14P
Document Num: 00131109
Barbara Troncy
Recorder of Deeds



architecture
engineering
interior design

19 January 2006

Mr. Frederick Vincent
Project Manager
Athena – Providence Place, LLC
1000 Providence Place
Providence, RI 02903

Re: The 903 – Providence Place Condominium Conversion
RGB # 5553-3

Dear Mr. Vincent:

The attached reports from our consultant engineers are in response to the language contained in RIGL 34-36.1 related to describing the present condition of all structural components and mechanical and electrical installations.

Our consultant engineers and James Carlson, AIA from this office visited the site on 17 January 2006 and walked through the common areas and several dwelling units of the apartment building and attached open parking structure to observe the existing conditions. On 19 January 2006, Mr. Carlson and Harry Benn, PE observed the existing conditions of some parts of the attic space. Our conclusions are generally positive and, to the best of our knowledge, the property appears suitable for the use and enjoyment of the building for residential occupancy.

The scope of observation was limited to the building shell, core and interior build-out based on conditions readily apparent and clearly visible to the eye. Testing, selective demolition or forensic sub-surface inspection was not conducted during these visits. Observations related to civil/site exterior land forms, paving, etc. are not included in these reports.

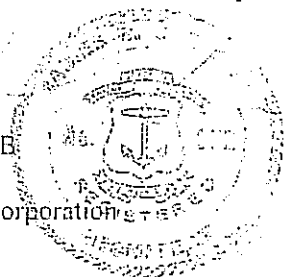
Our understanding is that reference to RIGL 34-36. 2 and 3 will be provided by others, and is therefore not the subject of this report. For that reason, a thorough code analysis, or investigation into outstanding code non-conformity, or reference to the expected useful life of the components observed, is left for others to comment on, and is not considered in this report.

Please feel free to call this office should there be any subsequent questions on this matter.

Respectfully submitted,

James R. Carlson, AIA, NCARB
Executive Vice President

The Robinson Green Beretta Corporation



JRC: cmg

B
A

BENN & ASSOCIATES INC.
STRUCTURAL ENGINEERS

DATE: January 20, 2006
TO: The Robinson Green Beretta Corp
50 Holden Street
Providence, RI 02908
ATT: Mr. Kip McMahan A.I.A.
RE: The 903 Residences
Structural Condition
B & A # 13006

Dear Mr. McMahan:

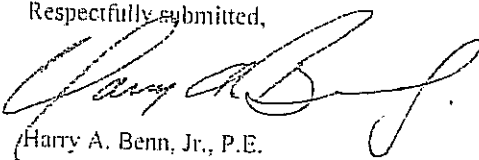
As requested, we have performed a site walk through in order to observe the general arrangement and layout of the structural framing supporting this multi-tenant residential complex.

Based on our limited visual observations of the structural system, we noted no areas of distress.

Please note that the review of framing system has been based on visual observations only, and that analytical analysis relative to the structural capacity or performance has not been performed.

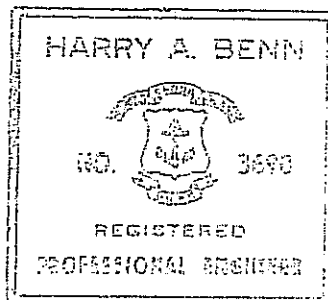
If you have any questions please feel free to call me at 401.437.6150.

Respectfully submitted,



Harry A. Benn, Jr., P.E.
President

BENN & ASSOCIATES INC
STRUCTURAL ENGINEERS



Corporate Office:
1341 Elmwood Avenue
Cranton, RI 02910
Tel. No.: (401) 781-4000
Fax No.: (401) 781-1411

Gaskell Associates
Consulting Engineers



Branch Office:
101 Lindsey Street
Fall River, MA 02720
Tel. No.: (508) 675-0004
Fax No.: (508) 324-9005

January 19, 2005

Robinson Green Beretta Corp.
50 Holden Street
Providence, RI 02908

Attention: Mr. Christopher W. McMahan, AIA, NCARB

Regarding: **THE 903 CONDOMINIUMS**
@ 1000 PROVIDENCE PLACE
ELECTRICAL OBSERVATIONS

Dear Kip:

As you requested on January 17, 2006, we visited the above referenced site.

We preformed a visual survey of the property and found it suitable for the use and enjoyment as a residential building.

There is one exception; each living unit is required to have a carbon monoxide detector, adjacent to sleeping areas, in accordance with Rhode Island Uniform Fire Code, Chapter 13.8.9.5.4.4.

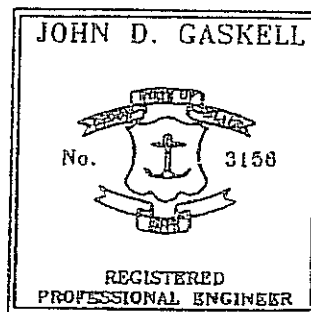
If you have any questions or require further information, please do not hesitate to contact this office.

Very truly yours,

GASKELL ASSOCIATES
A Division of Thielsch Engineering

John D. Gaskell, P.E.
Division President
jgaskell@thielsch.com

JDG/lmw

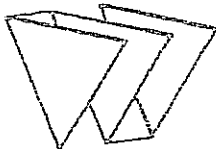


John D. Gaskell, P.E., President - Edward P. Niejadlik, Sr. Associate
Associates

Gary R. Helmer - William M. Skowicz - Gregory C. Driggers

www.gaskellassociates.com

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WILKINSON ASSOCIATES INC
CONSULTING ENGINEERS

615 jefferson boulevard, warwick, rhode island 02886
telephone (401) 737-6386 fax (401) 738-2167

January 18, 2006

The Robinson Green Beretta Corporation
50 Holden Street
Providence, Rhode Island 02908

Attn: Mr. Kip McMahan A.I.A.
Vice President

Re: The 903 Residences
Fire Protection Sprinkler Systems Condition
1000 Providence Place
Providence, Rhode Island

Dear Mr. McMahan:

As requested, we have performed a site walk through in order to observe the general arrangement and condition of the Fire Protection Sprinkler Systems that serve this multi-tenant residential complex.

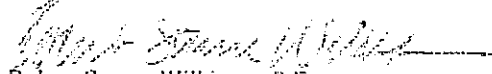
Based upon our visual observations of the Fire Protection Sprinkler Systems in place, we note no defects that will detract from the use and/or the enjoyment of the facility for its residential use.

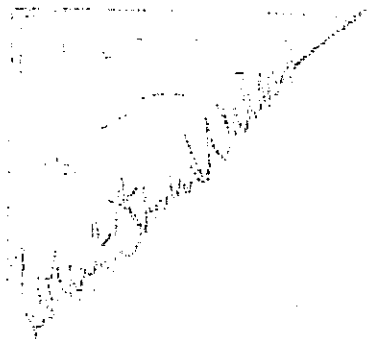
Please note that the review of the Fire Protection Sprinkler Systems in place has been based upon visual observations only, and that analytical analysis relative to system capacity or performance has not been performed.

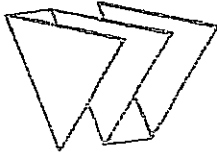
If you have any questions, please do not hesitate to call.

Very truly yours,

WILKINSON ASSOCIATES INC


Robert Steven Wilkinson P.E.





WILKINSON ASSOCIATES INC
CONSULTING ENGINEERS

615 jefferson boulevard, warwick, rhode island 02886
telephone (401) 737-6386 fax (401) 736-2167

January 18, 2006

The Robinson Green Beretta Corporation
50 Holden Street
Providence, Rhode Island 02908

Attn: Mr. Kip McMahan A.I.A.
Vice President

Re: The 903 Residences
Plumbing Systems Condition
1000 Providence Place
Providence, Rhode Island

Dear Mr. McMahan:

As requested, we have performed a site walk through in order to observe the general arrangement and condition of the Plumbing Systems that serve this multi-tenant residential complex.

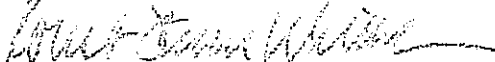
Based upon our visual observations of the Plumbing Systems in place, we note no defects that will detract from the use and/or the enjoyment of the facility for its residential use.

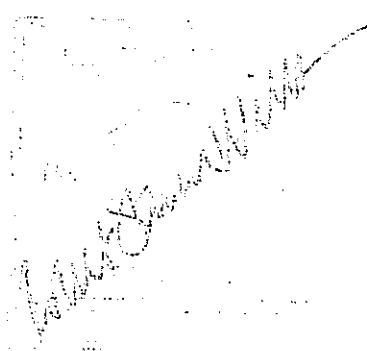
Please note that the review of the Plumbing Systems in place has been based upon visual observations only, and that analytical analysis relative to system capacity or performance has not been performed.

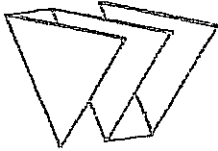
If you have any questions, please do not hesitate to call.

Very truly yours,

WILKINSON ASSOCIATES INC


Robert Steven Wilkinson P.E.





WILKINSON ASSOCIATES INC
CONSULTING ENGINEERS

615 jefferson boulevard. warwick, rhode island 02886
telephone (401) 737-6386 fax (401) 738-2167

January 18, 2006

The Robinson Green Beretta Corporation
50 Holden Street
Providence, Rhode Island 02908

Attn: Mr. Kip McMahan A.I.A.
Vice President

Re: The 903 Residences
HVAC Systems Condition
1000 Providence Place
Providence, Rhode Island

Dear Mr. McMahan:

As requested, we have performed a site walk through in order to observe the general arrangement and condition of the HVAC systems that serve this multi-tenant residential complex.

Based upon our visual observations of the HVAC systems in place, we note no defects that will detract from the use and/or the enjoyment of the facility for its residential use.

Please note that the review of the HVAC systems in place has been based upon visual observations only, and that analytical analysis relative to system capacity or performance has not been performed.

If you have any questions, please do not hesitate to call.

Very truly yours,

WILKINSON ASSOCIATES INC


Robert Steven Wilkinson P.E.

