

NOISE DISCLOSURE

This Noise Disclosure (this “**Disclosure**”) is attached to and made a part of that certain Contract to Buy and Sell Real Estate (Residential) (together with Addendum A, the “**Contract**”) between THISTLE VELO, LLC (“**Seller**”) and the Buyer(s) identified below:

Unit: _____

Buyer(s): _____

Capitalized terms used herein but not defined shall retain the meanings ascribed to such terms in the Contract.

By executing this Disclosure, each Buyer hereby acknowledges and agrees as follows:

1. Noise Between Units. The Unit may be adjacent to, above, or below, one or more separate condominium units and that the Unit may have shared party walls, including vertical walls, ceilings, and/or floors, which connect to one or more such separate condominium units. Noise, vibration, and other disturbances may affect Buyer and the Unit as a result of noise between the Unit and other condominium units in the Project.
2. Noise Between Units and Common Areas. The Unit may be adjacent to one or more common areas of the Project, including shared party wall(s). Noise, vibration, and other disturbances may affect Buyer and the Unit as a result of the proximity of, and/or shared party wall(s) between, the Unit and common areas of the Project.
3. Noise Between Unit and Garage. One or more garage(s) may be located beneath portions of the Unit, such garage(s) may not be allocated to Buyer(s) or the Unit, and may be used by other persons at the Project Site. Noise, vibration, and other disturbances may affect Buyer(s) and the Unit as a result of the location of such garage(s).
4. Nature of Condominium. Sound transmission is an inherent aspect of any type of condominium construction. Buyer acknowledges that (i) it is not uncommon in close living situations such as condominiums like the Project that noise may be heard from other condominium units or from outside; (ii) sound tends to carry through pipes, air-conditioning, heating, wood studs, vents, windows, flooring, and other components of the Unit; (iii) sound transmission is highly subjective; and (iv) sound transmission in a close setting should be expected, in particular noise generated in or about the garages, common areas, driveways, and roads on the Project Site. Buyer understands and accepts (i) the nature of condominium construction, including the direct physical connection to other condominium units, common areas, garages, and party walls, and (ii) the potential for noise, vibrations, and other disturbances from other condominium units, garages, and common areas.
5. Noise Mitigation. Seller has attempted to mitigate sound transmission into the Unit by installation of assemblies in approximately the dimensions and locations described on Schedule A, attached hereto. The dimensions provided on Schedule A are merely estimates of the size of the components making up the assemblies. Seller does not represent or warrant the effectiveness or any of its mitigation efforts with respect to sound transmission. Seller does not warrant the accuracy or completeness of the information provided on Schedule A, and does not agree to provide the assemblies in such exact proportions shown. Buyer shall

have no claim against Seller in the event the information contained in Schedule A is inaccurate, incomplete, incorrect, or fails to mitigate sound transmission.

6. Release. To the fullest extent permitted by applicable law, Buyer hereby releases Seller and every affiliate and person related or affiliated in any way with Seller from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against Seller or Seller's affiliates related to sound within the Unit.

7. No Representation by Seller. Seller makes no representations or warranties whatsoever as to what noise will or will not be transmitted to the Unit from any other condominium units, common areas, or garages, and by executing this Disclosure, Buyer accepts whatever noise may be transmitted to the Unit from whatever source. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY NOISE MITIGATION EFFORTS, INSTALLED ASSEMBLIES OR OTHER TECHNOLOGY, OR OTHER SUBJECT MATTER OF THE CONTRACT, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Survival. This Disclosure shall survive Closing.

9. Severability. Any provision of this Disclosure which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Disclosure.

BUYER

(signature)

Name: _____

Date: _____

(signature)

Name: _____

Date: _____

Schedule A to Noise Disclosure

Wall, Ceiling & Garage Door Assemblies

At Velo, we know how important sound considerations and safety features are for buyers. Our engineers have designed sound separation systems to reduce both airborne and structure-borne sound transmission. See additional information below for further technical information on each assembly.

Floor-Ceiling Assembly: *Unit to Unit Separation and Unit over Garage/Corridor/Common Areas*

- Finished Floor – Shaw Stratum with COREtec® or similar technology including cork underlayment or Tile
- 1 ¼" Gypcrete underlayment (USG Levelrock® or similar)
- ¼" Acoustical floor underlayment mat (Keene Quiet Qurl® or similar)
- ¾" OSB Subfloor
- Floor joists with Insulation
 - At floors above finished space: 5 ½" fiberglass batts
 - At floors above unconditioned space (garages): 12" R-38 fiberglass batts
- ½" Resilient Channel (Clark Dietrick or similar)
- (2) layers of 5/8" drywall hung from resilient channel

Party Wall Assembly: *Unit to Unit and Unit to Co-Working/Co-Market Separation*

- 5/8" drywall
- 2"x 4" stud wall with 3 ½" batt insulation between studs
- ¾" - 1" airspace
- (2) layers of 1" Shaftliner drywall (Georgia Pacific Densglass® or similar)
- ¾" - 1" airspace
- 2"x4" stud wall with 3 ½" batt insulation between studs
- 5/8" drywall

Staggered Stud Assembly: *Unit to Common Areas/Stairs/Corridors and Unit to Garage Separation*

- 5/8" drywall
- 2"x4" staggered stud wall (so no one stud touches both sides)
- 3 ½" fiberglass batt insulation in wall cavities on both sides
- ½" Resilient Channel (Clark Dietrick or similar)
- 5/8" drywall

Garage Door Opener & Assembly

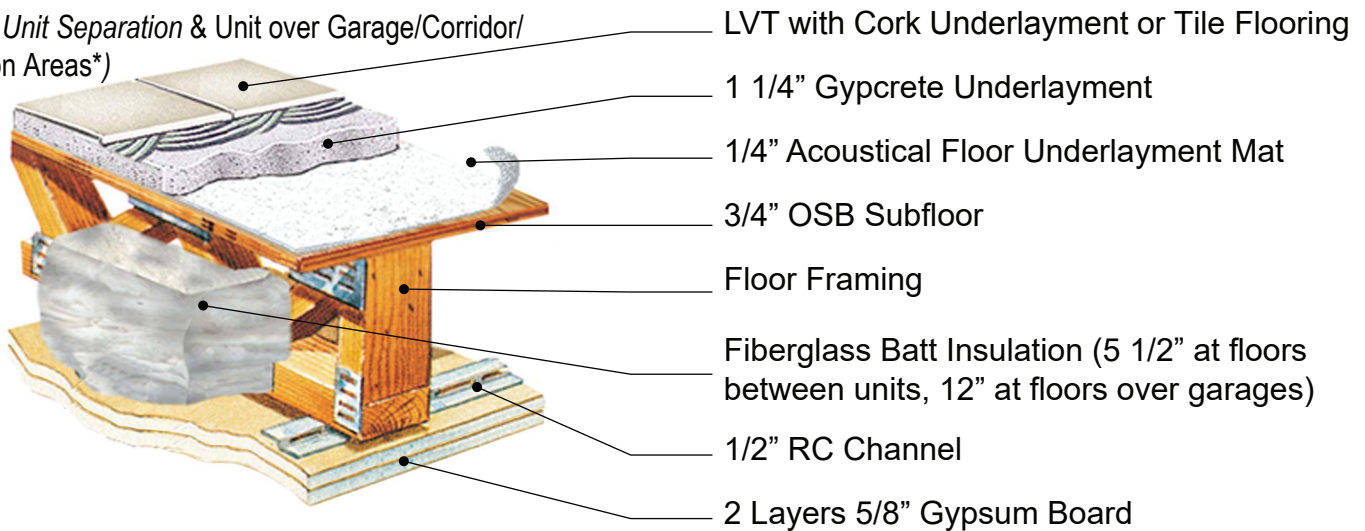
At garages, garage door openers are a Genie 2028 belt drive type (in lieu of common chain drive type). Garage doors are mounted on nylon wheels (in lieu of standard metal wheels), and garage door tracks are mounted to the building on rubber bushings to reduce sound and potential for sound transmission.

Disclaimer: Sound transmission is highly subjective to each individual and while efforts have been designed to mitigate sound transmission, we cannot promise that all sound transmission will be eliminated. All measurements provided herein are estimates and approximations of the components and products to be installed and should not be construed as final measurements or product names for the described assemblies. Likewise, the information provided herein should not be construed as a promise by us to deliver the assemblies with the exact specifications identified above and in the depictions below. Product and design information provided herein does not constitute a warranty regarding the performance or fitness of any such product or component thereof.

ASSEMBLY DIAGRAMS

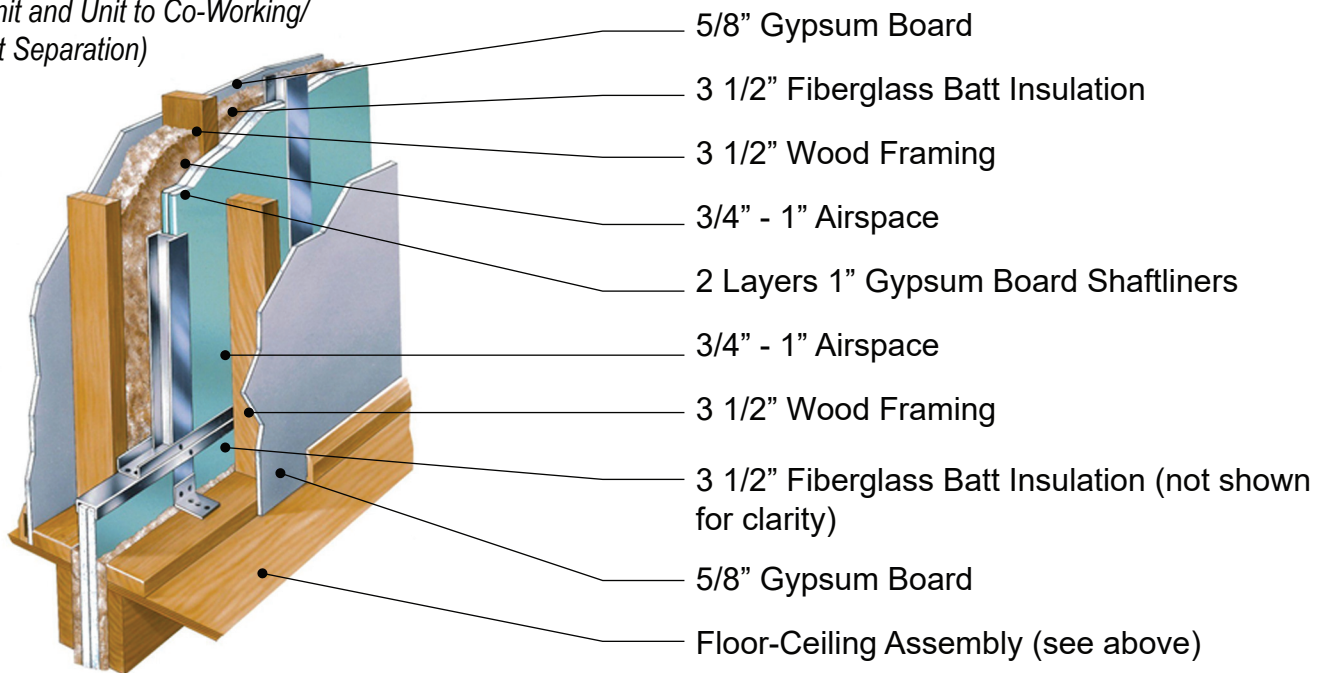
FLOOR-CEILING ASSEMBLY

(Unit to Unit Separation & Unit over Garage/Corridor/
Common Areas*)



PARTY WALL ASSEMBLY

(Unit to Unit and Unit to Co-Working/
Co-Market Separation)



STAGGERED STUD ASSEMBLY

(Unit to Common Areas/Stairs/Corridors
and Unit to Garage Separation)

