EXHIBIT 13

IBG agrees to enter into a construction agreement with Mr. Lowrey and his neighbors at 4119 and 4121 Brandywine St., NW that shall include the following terms and conditions:

1. IBG anticipates that there will be no construction crane swings during the construction project into the airspace above 4117 Brandywine St., NW, Washington, DC 20016. If there are anticipated crane swings into this airspace, IBG agrees to enter into a crane swing agreement with the owner of 4117 Brandywine St., NW, Washington, DC.
2. The pre-construction surveys shall include videotapes and photographs of the condition of the surveyed homes.
3. IBG will add language to the agreement that states that no construction related vehicles for either prime or subcontractors will park, load or unload in the public alleyway off Brandywine St. and adjacent to the Friendship Animal Hospital.
4. IBG shall provide a plan to mitigate the noise, dirt and dust of the project to all construction agreement signatories.
5. ~~As agreed in our meeting of April 7, 2004,~~ IBG will order the completion of geo-technical studies and provide the signatories to this agreement with copies of the study findings and reports.
6. IBG will endeavor to not employ dynamite or other explosive blasting on the construction site. If blasting becomes necessary, IBG shall order studies to determine the necessity of blasting. IBG shall provide the signatories to this agreement with copies of the study findings and reports that shall include seismographic documentation for each blast that is made, if any.
7. IBG shall ensure that any and all HVAC and garage exhaust equipment is located so that it does not violate D.C. noise regulations. ~~generate unacceptable noise levels for the neighbors.~~
8. If approved by DC DOT, IBG shall ensure that all dump trucks, large supply trucks (including 18-wheel transfer trucks), and concrete trucks queue on Wisconsin Avenue, NW near the site and exit the area via River Road, NW.
9. IBG shall provide all agreement holders with a mitigation plan for exhaust and other similar pollution generated by the vehicles and equipment used during construction activities, to include delivery and transport vehicles, that may affect adjoining single-family homes.
10. IBG shall wash the outside of windows of the surveyed homes at least four times during the construction period.
11. If damage occurs during the construction process, the owner shall have the right to immediately order a survey to assess this damage and the possibility of further future damage from IBG if appropriate.
12. ~~IBG shall include language in the agreement that "the neighbors may hire firms to monitor vibrations during the construction process and implement a program to evaluate the structural settlement of surveyed homes." It is necessary that the neighbors be the party to hire the services, with the expense being reimbursed by IBG.~~ (deleted)
13. IBG shall include language in the agreement for a complaint procedure. The complaint process shall not be cumbersome and time-consuming, requiring multiple meetings and several stages and with long time periods devoted to each stage. Recognizing that complaints can be as pressing as the neighbors being kept up all night with off-hours deliveries of materials, I suggest that the procedure be streamlined as much as possible, and that the timing between the steps be short. I suggest that an unresolved complaint be

ZONING COMMISSION
District of Columbia
CASE NO.03-27
EXHIBIT NO.37B

followed within 48 hours by a meeting of the Advisory Committee to determine if a violation has occurred. If not then resolved, the Advisory Committee and the construction ombudsman would meet within 48 hours to determine appropriate action.

14. IBG shall agree to include the terms and conditions of the construction agreement into the final zoning order for the project.