

Patterson//Smith

A S S O C I A T E S

February 3, 2005

Alan Graziano
Wooded Glen Sec I Homeowner Assn.
9442 Wooded Glen Ave.
Burke, VA 22015

RE: Directors & Officers Policy #025716682
Named Insured's defined under the policy

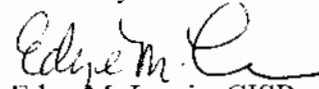
Dear Mr. Graziano:

I received a phone call from Lt. General Yakovac verifying if coverage is provided under your Directors & Officers policy for committee members or volunteers appointed by the board.

Enclosed is a copy of the policy definitions, which defines who is covered under the policy as insured. I have highlighted Section III: Definitions item F: Individual Insured's. This section states that "All persons who were, now, are or shall be duly elected or appointed directors, trustees, officers, employees, committee members or volunteers of the Entity- (Named Insured), including their estate, heirs, legal representatives or assigns" are insured under the policy.

Please let us know if you have any questions or need information after your review of this policy section.

Sincerely,



Edye M. Lewis, CISR
Account Manager
EML/485523

cc: Lt. General Yakovac: Fax: (703) 697-4003

INSURANCE EXCELLENCE
INSURANCE ADMINISTRATORS / BROKERS / CONSULTANTS

Office Location:
2755 Hartland Road
Falls Church, VA 22043

703/698-0788 or 800/792-9800
Fax: 703/698-0137
www.PattersonSmith.com

Mailing Address:
PO Box 1407
Merrifield, VA 22116



**DECLARATIONS:
NOT-FOR-PROFIT ORGANIZATION/ASSOCIATION
PROFESSIONAL LIABILITY POLICY**

**CNA INSURANCE COMPANIES
CNA PLAZA
Chicago, IL 60685**

NOTICE

THIS IS A CLAIMS-MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, THE EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTION AMOUNT. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

ACCOUNT NUMBER	COVERAGE PROVIDED BY	INSURANCE AGENT
0000016776	CONTINENTAL CASUALTY COMPANY CNA PLAZA Chicago, IL 60685	Ian H. Graham Insurance Suite 240 5161 Lankershim Blvd. North Hollywood CA 91601-3718
POLICY NUMBER: 0250716682		
NAMED ENTITY AND PRINCIPAL ADDRESS		INSURANCE MANAGER
Item 1. WOODED GLEN, SECTION I, HOMEOWNERS ASSOCIATION, INC. 9442 WOODED GLEN AVENUE BURKE, VA 22015		

Item 2. Policy Period: 4/19/2004 To 4/19/2005
12:01 a.m. Standard Time at the Principal Address stated in Item 1.

Item 3. Limit of Liability (Inclusive of Defense Costs):
\$1,000,000 Maximum aggregate Limit of Liability under the Policy.

Item 4. Retention Amounts applicable to each Claim (Defense Costs are Subject to Retention Amount):
\$1,000

Item 5. Policy Premium

\$949.00

TF 3-19-04
DATE

State Surcharge, if applicable

Municipal Surcharge, if applicable

oath if required, and shall attend hearings, depositions, and trials and shall assist in the conduct of **Claims** including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the Insurer's representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the Insurer. The **Insureds** further agree not to take any action which may increase the Insurer's exposure for **Loss**.

The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **Insureds** may have, including the execution of such documents as are necessary to enable the Insurer to bring suit in their name, and shall provide all other assistance and cooperation which the Insurer may reasonably require.

III. DEFINITIONS

- A. "**Affiliate**" means any entity other than a **Subsidiary**:
1. which the **Named Entity** or any **Subsidiary** controls or otherwise has the ability to direct the financial or managerial decisions of such entity, whether through operation of law, contract or agreement, stock ownership or membership, charter, articles of incorporation or by-law provisions; or
 2. which controls or otherwise has the ability to direct the financial or managerial decisions of the **Named Entity** or any **Subsidiary**, whether through operation of law, contract or agreement, stock ownership or membership, charter, articles of incorporation or by-law provisions.
- B. "**Application**" means all signed applications for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer of which this Policy is a renewal or replacement.
- C. "**Claim**" means:
1. a civil, criminal, or administrative adjudicatory proceeding, or
 2. a written demand for monetary damages,
- against the **Insureds** for a **Wrongful Act**, including any appeal therefrom.
- D. "**Defense Costs**" means reasonable and necessary legal fees and expenses incurred by any attorney designated or consented to by the Insurer to defend the **Insureds** against any **Claim**, and costs of appeal, attachment or similar bonds. The Insurer shall have no obligation to provide such bonds. **Defense Costs** shall not include salaries, wages, fees, overhead or benefit expenses of the **Insureds**.
- E. "**Entity**" means the **Named Entity** or any **Subsidiary**.
- F. "**Individual Insureds**" means all persons who were, now are, or shall be duly elected or appointed directors, trustees, officers, employees, committee members or volunteers of the **Entity**, including their estates, heirs, legal representatives or assigns.
- G. "**Insureds**" means the **Entity** and the **Individual Insureds**.