

# BWD Group LLC

*Professional Services Group*



*Insurance*

April 7, 2009

Ms. Silvia Mullens  
Ameritrans Capital Corp.  
747 Third Avenue, 4th Floor  
New York, NY 10017

**RE:   *Financial Institution Bond Policy***  
***National Union Fire Ins. Co Pittsburgh, PA***  
***Policy Term: 04/08/2009 to 04/08/2010***

Dear Ms. Mullens,

We are pleased to enclose our binder and invoice for the captioned placement. As directed we secured coverage with National Union Fire Ins. Co. Pittsburgh, PA for the annual premium of \$6,071.

Should you have any questions or concerns, please feel free to contact this office.

Thank you for placing your most valuable business with BWD Group LLC.

Sincerely,

Jonathan Maio  
Senior Speaclist  
Management Liability Division

<b>ACORD™ INSURANCE BINDER</b>				DATE <b>04/03/09</b>	
<b>THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.</b>					
PRODUCER <b>BWD Group LLC BWD Plaza, P.O. Box 9050 113 South Service Road Jericho, NY 11753</b>		PHONE (A/C, No, Ext): <b>516-327-2700</b> FAX (A/C, No): <b>516-327-2800</b>		COMPANY <b>National Union Fire Ins Co Pittsbur</b>	
BINDER # <b>BINDER106983</b>		EFFECTIVE DATE <b>04/08/09</b>		TIME <b>12:01</b>	
EXPIRATION DATE <b>04/08/10</b>		TIME <b>12:01 AM</b>		NOON	
THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:					
CODE: AGENCY CUSTOMER ID: <b>2896</b>		SUB CODE:			
INSURED <b>Ameritrans Capital Corporation ELK Associates Funding Corp. 747 Third Avenue, 4th Floor New York, NY 10017</b>		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)			

COVERAGES		LIMITS	
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC			
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$		
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$	
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> OTHER THAN COL:		ACTUAL CASH VALUE STATED AMOUNT \$ OTHER	
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS	
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>		E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
<b>SPECIAL CONDITIONS/OTHER COVERAGES</b> <b>Financial Institution Bond</b> (See attached Spec Conditions/Other Cows page.)		FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$	

<b>NAME &amp; ADDRESS</b>		MORTGAGEE		ADDITIONAL INSURED	
		LOSS PAYEE			
		LOAN #			
		AUTHORIZED REPRESENTATIVE <i>Stewart B. Culkin</i>			

## SPECIAL CONDITIONS/OTHER COVERAGES (Cont. from page 1)

-ELK Associates Funding Corp.  
-Ameritrans Capital Corporation

Financial Institution Bond Form 24

Insuring Clause & Limit of Liability:

Employee Dishonesty: \$750,000

Forgery or Alteration: \$750,000

Securities: \$750,000

Computer Systems: \$750,000

Aggregate Bond Limit: \$750,000

Deductible: \$5,000

Annual Premium: \$6,071

Policy: Fidelity Bond Form 24 inclusive of the following Endorsements:

1. Forms Index Endorsement
2. Unauthorized Signatures (\$1MM limit/\$25k retention)
3. ERISA Rider
4. Amend Fidelity Agreement A
5. New York Statutory Rider
6. Coverage Territory (OFAC) Endorsement

## **CONDITIONS**

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### **Applicable in California**

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### **Applicable in Delaware**

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### **Applicable in Florida**

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### **Applicable in Nevada**

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.