

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This Settlement Agreement and Mutual Releases (“Agreement”) is made this 10th day of January, 2011 by, between and among the Federal Deposit Insurance Corporation, in its capacity as receiver for AmTrust Bank (“FDIC-R”), Commonwealth Land Title Insurance Company (“Commonwealth”), Icon Title Agency LLC (“Icon”) (Commonwealth and Icon, together, the “Settling Defendants”), and Jan Kidérman, an individual. Each of FDIC-R, Icon and Commonwealth are parties in a case captioned *FDIC as Receiver for AmTrust Bank v. The Mortgage Zone Inc., et al.*, Case No: 2:08-CV-03369 (E.D.N.Y.) (“The Litigation”).

RECITALS

WHEREAS, in August 2008, AmTrust Bank (“AmTrust” or the “Bank”) commenced The Litigation against numerous borrowers, its closing attorney Dean Reskakis, its mortgage broker The Mortgage Zone Inc., and other individuals and entities alleged to be involved in the origination of mortgages using improper flip transactions and straw buyers, including claims against Icon and Commonwealth related to the issuance of title insurance and title commitments for such mortgages; and

WHEREAS, on December 4, 2009, AmTrust was closed by the Office of Thrift Supervision and, pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers, and privileges of the Bank, including those with respect to its assets. Among the assets to which the FDIC-R succeeded were any and all of the Bank’s claims, demands, and causes of action, including those claims asserted in The Litigation; and

WHEREAS, Commonwealth has denied the allegations asserted against it for breach of contract; and

WHEREAS, Icon has denied the allegations asserted against it for breach of fiduciary duty and for negligence; and

WHEREAS, without any admission of liability by any of the undersigned parties, the parties deem it to be in their respective best interests to end their disputes arising out of and related to The Litigation, avoid further costs and risks associated with The Litigation, and enter into this Agreement.

NOW, THEREFORE, in consideration of the promises, undertakings and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the undersigned parties agree, each with the other, as follows:

Section 1. Payment to the FDIC-R.

A. As an essential covenant and condition to this Agreement, Icon has agreed to pay the FDIC-R the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00), and Commonwealth has agreed to pay the FDIC-R the sum of Fifty Thousand Dollars (\$50,000.00) (the "Settlement Funds") within 30 days of the execution of the Agreement..

B. Within 30 days of the execution of the Agreement, the Settling Defendants shall deliver their respective Settlement Funds, as detailed above, to the FDIC-R by direct wire transfer into an account designated by FDIC-R or by check transmitted pursuant to FDIC-R's written instructions. If the Settlement Funds, or any portion thereof, are not received by the FDIC-R within 30 days of execution of the Agreement, interest upon any unpaid portion of the Settlement Funds will accrue at a rate of 6% per annum commencing on the 31st day after execution of the Agreement through the date of full payment.

C. Without waiving any other rights that FDIC-R may have, in the event that the Settlement Funds, including all accrued interest as may be applicable, are not received by the FDIC-R within 30 days of the execution of this Agreement, then the FDIC-R shall have the right, in its sole discretion, to enforce this Agreement, and the defaulting party shall be responsible for its portion of the Settlement Funds, and all fees, including attorney fees, incurred by the FDIC-R in enforcing the agreement. The parties further acknowledge and consent to the jurisdiction of Magistrate Judge Cott for enforcement of this Agreement in connection with his continuing role in the settlement of this matter and of the litigation styled *Executive Risk Indemnity Inc. v. Icon Title Agency, LLC*, Case No: 1:10 CV 02483 (S.D.N.Y.).

Section 2. Stipulations and Dismissals.

Upon execution of this Agreement by each of the undersigned parties, and upon receipt of the Settlement Funds by the FDIC-R in the amount specified in Section 1, the FDIC-R shall dismiss with prejudice all of its claims in the Litigation against Commonwealth and Icon; Commonwealth shall dismiss with prejudice all of its claims against the FDIC-R and Icon; and Icon shall dismiss with prejudice all of its claims against the FDIC-R and Commonwealth. A stipulation of dismissal with prejudice as to these claims shall be prepared and executed by the FDIC-R, Commonwealth, and Icon within 30 days after receipt of the Settlement Funds by the FDIC-R, and filed with the court thereafter.

Section 3. Limited Mutual Releases.

A. Release of the Settling Defendants and Jan Kiderman by the FDIC-R.

Effective upon receipt of the Settlement Funds by the FDIC-R in the amount specified in Section 1, the FDIC-R (the "Releaser"), hereby knowingly and voluntarily waives, discharges and releases forever Icon and Commonwealth, including their related companies,

predecessors, successors, predecessor and successor entities, subsidiaries, affiliates, directors, officers, employees, attorneys, insurers, agents and assigns, and Jan Kiderman individually, his heirs, executors, administrators, representatives, attorneys, successors and assigns, (collectively the "Releasees") from any and all actions, causes of action, suits, debts, dues, sum of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or equity, including attorneys fees', disbursements, claims for sanctions and rights of subrogation, which against the Releasees, the Releasor ever had, now has or hereinafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date hereof, limited to any and all claims solely related to the allegations and claims made by FDIC-R in The Litigation and arising out of the specific facts and specific circumstances alleged in The Litigation.

B. Release of the FDIC-R by Settling Defendants and Jan Kiderman.

Effective simultaneously with the release in Section 3A, each of the Settling Defendants on its own behalf, and on behalf of each of the Settling Defendants' their related companies, predecessor and successor entities, subsidiaries, affiliates, directors, officers, employees, shareholders, owners, partners, agents, insurers, representatives, agents, attorneys, successors and assigns, and Jan Kiderman individually, his heirs, executors, administrators, representatives, attorneys, successors and assigns, (collectively, the "Releasors"), all hereby knowingly and voluntarily waive, discharge and release forever the FDIC-R (the "Releasee") from any and all actions, causes of action, suits, debts, dues, sum of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or equity, including

attorneys fees', disbursements, claims for sanctions and rights of subrogation, which against the Releasees, the Releasor ever had, now has or hereinafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date hereof, limited to any and all claims solely related to the allegations and claims made by the FDIC-R in The Litigation and arising out of the specific facts and specific circumstances alleged in the Litigation.

C. Release of Icon and Jan Kiderman by Commonwealth.

Effective simultaneously with the release granted in Section 3A, Commonwealth, its insurers, representatives, agents, attorneys, successors and assigns (the "Releasor") hereby releases and discharges Icon, its insurers, representatives, agents, attorneys, successors and assigns, Jan Kiderman individually, his heirs, executors, administrators, representatives, attorneys, successors and assigns (collectively, the "Releasee"), from any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, which against the Releasee, the Releasor ever had or now has, limited to any and all claims solely related to claims made by the FDIC-R in The Litigation, with respect to the properties detailed in FDIC-R's claims in The Litigation.

Icon and Jan Kiderman acknowledge that this Agreement, and specifically this Release, is limited to The Litigation. Icon and Jan Kiderman acknowledge that there may be additional claims made by Commonwealth related to Icon's and Jan Kiderman's actions but unrelated to the specific claims made by the FDIC-R in The Litigation. This Agreement and Release does not in any way affect Commonwealth's right, if any, to pursue such claims against Icon and Jan Kiderman, or Icon's and Jan Kiderman's rights to defend against such claims.

D. Release of Commonwealth by Icon and Jan Kiderman.

Effective simultaneously with the release granted in Section 3A above, Icon, its insurers, representatives, agents, attorneys, successors and assigns, and Jan Kiderman individually, his heirs, executors, administrators, representatives, attorneys, successors and assigns, (collectively, the "Releasors"), hereby release and discharge Commonwealth, related companies, predecessors, successors, predecessor and successor entities, assigns, subsidiaries, affiliates, directors, officers, employees, attorneys, insurers and agents, (the "Releasee"), from any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, which against the Releasee, the Releasor ever had or now has, limited to any and all claims solely related to claims made by the FDIC-R in The Litigation, with respect to the properties detailed in the FDIC-R's Claims in The Litigation.

E. Express Reservation of Claims By The FDIC-R

Notwithstanding any other provision of this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any rights, claims or causes of action:

- i. Against any other party in the Litigation not expressly released by this Agreement; and/or
- ii. Which are not expressly released in Section 3A.

F. Express Reservation of Claims By Commonwealth

Notwithstanding any other provision of this Agreement, Commonwealth does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any rights, claims or causes of action:

i. Against any other party in the Litigation not expressly released by this Agreement; and/or

ii. Which are not expressly released in Section 3B and/or 3C.

Section 4. Representations and Acknowledgments

A. No Admission of Liability.

The undersigned parties each acknowledge and agree that the matters set forth in this Agreement constitute a settlement and compromise of disputed claims and that this Agreement is not an admission or evidence of any liability by any of them regarding any claim.

B. Execution in Counterparts.

This Agreement may be executed in counterparts by one or more of the parties named herein, and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the party or parties subscribed thereto upon the execution by all parties to this Agreement.

C. Binding Effect.

Each of the undersigned persons represents and warrants that they are a party hereto or are authorized to sign this Agreement on behalf of a party, and that they have the full power and authority to bind such party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective insurers, representatives, agents, heirs, executors, administrators, attorneys, successors and assigns.

D. Choice of Law.

This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of New York.

E. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement and understanding between and among the undersigned parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the parties to be bound thereby, or by their respective authorized attorneys or other representatives.

F. Advice of Counsel.

Each party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that party by his, her, or its counsel.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by each of them, or their duly authorized representative, on the dates hereinafter subscribed.

Federal Deposit Insurance Corporation as
Receiver for AmTrust Bank

Date: January 10, 2011

B:

(b)(6)

SWORN TO BEFORE ME and subscribed in my presence this 10th day of
January, 2011.

(b)(6)

Notary Public



Commonwealth Land Title Insurance
Company

Date January 10, 2011

By (b)(6)

DAVID GOLB
Sr. Vice President

SWORN TO BEFORE ME and subscribed in my presence this 10th day of
January, 2011.

(b)(6)

Notary Public/
JENNIFER S. CLARK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/27/2014

Icon Title Agency, LLC

Date January 13, 2011

By

[Redacted Signature]

(b)(6)

Jan ROBERMAN, Managing Member

SWORN TO BEFORE ME and subscribed in my presence this 13th day of January 2011.

Notary Public

[Redacted Signature]

(b)(6)

VERONICA TORRES
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01T08085265
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES OCTOBER 15, 2013

Jan Kiderman

(b)(6)



Date: January 13, 2011

SWORN TO BEFORE ME and subscribed in my presence this 13th day of January, 2011.

Notary Public



(b)(6)

VERONICA TORRES
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01706065285
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES OCTOBER 15, 2013