

*Note concerning the JAK Holdings LLC bids: The terms of Annex C apply to Bid 2.*

EXHIBIT "A"  
BID FORM

**TO:** Federal Deposit Insurance Corporation  
1601 Bryan St. - Suite 32128  
Dallas, Texas 75201

Attention: Manager - Franchise Marketing  
Division of Resolutions and Receiverships

**FROM:** JAK Holdings, LLC

**BID FOR:** **BankUnited, FSB**  
**Coral Gables, Florida**

The undersigned Potential Acquirer submits this Bid Form ("Bid"), in accordance with the Instructions to Potential Acquirers ("Instructions") and instructions contained on this Form, to acquire certain assets and liabilities pursuant to a Purchase and Assumption (Whole Bank) with Loss Share Agreement.

This is bid number   1    
of   2   bids submitted.

**I. Transaction # 1 – All Deposits**

The Potential Acquirer is: BankUnited (a de novo federal savings association)  
(Name, City, State)

The asset premium (discount) bid must be stated as a dollar amount. The Deposit premium bid must be stated as a percentage. Bids may be stated as a positive or as a negative number. When completing the Bid Form, Potential Acquirers **must** indicate a negative bid by placing parenthesis "(" around the number. Bids will be considered positive if not in parenthesis. If no bid is made for a transaction or option, leave the space blank or write "no bid". If one of the two components is filled in and the other is blank, the bid will be treated as a live bid with a bid of 0 in the blank. **A bid of zero in any form will be treated as a live bid of \$0 or 0%.**

The asset premium (discount) bid is:     \$   (3,150,000,000)  .

The Deposit premium bid is:\*                       ZERO   %.

**\*All Deposits will be assumed, but the bid is calculated on only certain deposits per the bid instructions.**

This is bid number <u>1</u> of <u>2</u> bids submitted.
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**II. Transaction # 2 – Insured Deposits Only NO BID**

**The Potential Acquirer is:** \_\_\_\_\_  
(Name, City, State)

The asset premium (discount) bid must be stated as a dollar amount. The Deposit premium bid must be stated as a percentage. Bids may be stated as a positive or as a negative number. When completing the Bid Form, Potential Acquirers **must** indicate a negative bid by placing parenthesis "(" around the number. Bids will be considered positive if not in parenthesis. If no bid is made for a transaction or option, leave the space blank or write "no bid". If one of the two components is filled in and the other is blank, the bid will be treated as a live bid with a bid of 0 in the blank. **A bid of zero in any form will be treated as a live bid of \$0 or 0%.**

The asset premium (discount) bid is: \$ \_\_\_\_\_.

The Deposit premium bid is:\* \_\_\_\_\_%.

**\*The bid is calculated on only certain deposits per the bid instructions.**

This is bid number <u>  1  </u> of <u>  2  </u> bids submitted.
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**III. Resulting Institution Information** (Place "Xs" where and as appropriate)

A. If the Potential Acquirer's Bid is accepted:

(i) the resulting financial institution will be a

       bank  
  X   thrift

(ii) the resulting financial institution

  X   will  
       will not  
 involve a de novo institution

(iii) the resulting financial institution

       will  
  X   will not  
 be operated as a branch of the Acquirer

B. Upon consummation of any transaction contemplated in this Bid, the name of the resulting financial institution involved in the transaction will be

  BankUnited  

and such institution will be a:

       national bank  
       state member bank  
       state non member bank  
  X   federal savings bank  
       state savings bank  
       federal savings and loan association  
       state savings and loan association  
       other (please explain)

C. To be completed **only** if a holding company is involved:

Name of holding company:   JAK Holdings, LLC  

Address of holding company:   c/o Andrew P. Alin

This is bid number <u>1</u> of <u>2</u> bids submitted.
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Skadden, Arps, Slate, Meagher & Flom LLP  
 4 Times Square  
 New York, New York 10036

The holding company will be a:

bank holding company  
 thrift holding company

#### IV. Contact

The following person is the designated contact person for the Potential Acquirer:

Name: John Kanas

Title: Sole Member

Address: c/o Andrew P. Alin, Skadden, Arps, Slate, Meagher & Flom LLP  
4 Times Square, New York, New York 10036

Telephone: (631) 531-2056 (office)

[REDACTED] (other)

Facsimile: (631) 531-2070

cc: Name: Rajinder Singh

#### V. Consummation of Transaction

The Potential Acquirer agrees that upon notification (which may be verbal) from the Corporation that the Potential Acquirer's Bid with respect to one of the transactions contemplated herein has been accepted, the Potential Acquirer will execute the appropriate agreement(s) and work diligently to consummate the transaction. Such consummation shall occur at such time and place as the Corporation in its sole discretion determines.

The Potential Acquirer represents and warrants that it has executed and delivered to the Corporation a Confidentiality Agreement, is eligible to purchase assets and able to execute a Purchaser Eligibility Certification ("Certification") and that all information provided and representations made by or on behalf of the Potential Acquirer in connection with this transaction and the transactions contemplated hereby, including, but not limited to, the

This is bid number 1  
of 2 bids submitted.

Confidentiality Agreement and its eligibility to purchase assets and ability to execute a Certification, are and remain true and correct in all material respects and do not fail to state any fact required to make the information contained therein not misleading. The Potential Acquirer agrees that if it is a successful bidder that on notification it will execute and immediately deliver to the FDIC a Certification via fax and overnight delivery.


The undersigned, on behalf of the Potential Acquirer, hereby certifies that (i) the Potential Acquirer has full power and authority to submit this Bid and has taken all corporate action necessary with respect thereto, and (ii) the undersigned has been duly authorized to execute and submit this Bid on behalf of the Potential Acquirer.

A Board resolution authorizing the submission of the bid and authorizing this representative to sign on behalf of the institution or group has been submitted with each bid form.

**Printed Name of Potential Acquirer**

JAK Holdings, LLC (on behalf of BankUnited)

By:

  
(signature)

Name: John Kanas

Title: Sole Member

Date: May 19, 2009

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**Annex B**

**Bid Form -- Sale Modification  
(See Attached)**



EXHIBIT "A"  
BID FORM

**TO:** Federal Deposit Insurance Corporation  
1601 Bryan St. - Suite 32128  
Dallas, Texas 75201

Attention: Manager - Franchise Marketing  
Division of Resolutions and Receiverships

**FROM:** JAK Holdings, LLC

**BID FOR:** BankUnited, FSB  
Coral Gables, Florida

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This is bid number 2  
of 2 bids submitted.

**I. Transaction # 1 – All Deposits**

The Potential Acquirer is: BankUnited (a de novo federal savings association)  
(Name, City, State)

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The asset premium (discount) bid is: \$ (3,000,000,000)

The Deposit premium bid is:\* ZERO %.

**\*All Deposits will be assumed, but the bid is calculated on only certain deposits per the bid instructions.**

This is bid number 2  
of 2 bids submitted.

**II. Transaction # 2 – Insured Deposits Only NO BID**

**The Potential Acquirer is:** \_\_\_\_\_  
(Name, City, State)

The asset premium (discount) bid must be stated as a dollar amount. The Deposit premium bid must be stated as a percentage. Bids may be stated as a positive or as a negative number. When completing the Bid Form, Potential Acquirers **must** indicate a negative bid by placing parenthesis "(" around the number. Bids will be considered positive if not in parenthesis. If no bid is made for a transaction or option, leave the space blank or write "no bid". If one of the two components is filled in and the other is blank, the bid will be treated as a live bid with a bid of 0 in the blank. **A bid of zero in any form will be treated as a live bid of \$0 or 0%.**

**The asset premium (discount) bid is:** \$ \_\_\_\_\_.

**The Deposit premium bid is:\*** \_\_\_\_\_ %.

**\*The bid is calculated on only certain deposits per the bid instructions.**

This is bid number <u>  2  </u> of <u>  2  </u> bids submitted.
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**III. Resulting Institution Information** (Place "Xs" where and as appropriate)

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       bank  
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(ii) the resulting financial institution

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       will not  
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       will  
  X   will not  
 be operated as a branch of the Acquirer

B. Upon consummation of any transaction contemplated in this Bid, the name of the resulting financial institution involved in the transaction will be

  BankUnited  

and such institution will be a:

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       state member bank  
       state non member bank  
  X   federal savings bank  
       state savings bank  
       federal savings and loan association  
       state savings and loan association  
       other (please explain)

C. To be completed **only** if a holding company is involved:

Name of holding company:   JAK Holdings, LLC  

Address of holding company:   c/o Andrew P. Alin

This is bid number 2  
of 2 bids submitted.

Skadden, Arps, Slate, Meagher & Flom LLP  
4 Times Square  
New York, New York 10036

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bank holding company  
 thrift holding company

#### IV. Contact

The following person is the designated contact person for the Potential Acquirer:

Name: John Kanas

Title: Sole Member

Address: c/o Andrew P. Alin, Skadden, Arps, Slate, Meagher & Flom LLP

4 Times Square, New York, New York 10036

Telephone: (631) 531-2056 (office)

 (other)

Facsimile: (631) 531-2070

cc: Name: Rajinder Singh

#### V. Consummation of Transaction

The Potential Acquirer agrees that upon notification (which may be verbal) from the Corporation that the Potential Acquirer's Bid with respect to one of the transactions contemplated herein has been accepted, the Potential Acquirer will execute the appropriate agreement(s) and work diligently to consummate the transaction. Such consummation shall occur at such time and place as the Corporation in its sole discretion determines.

The Potential Acquirer represents and warrants that it has executed and delivered to the Corporation a Confidentiality Agreement, is eligible to purchase assets and able to execute a Purchaser Eligibility Certification ("Certification") and that all information provided and representations made by or on behalf of the Potential Acquirer in connection with this transaction and the transactions contemplated hereby, including, but not limited to, the

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The undersigned, on behalf of the Potential Acquirer, hereby certifies that (i) the Potential Acquirer has full power and authority to submit this Bid and has taken all corporate action necessary with respect thereto, and (ii) the undersigned has been duly authorized to execute and submit this Bid on behalf of the Potential Acquirer.

A Board resolution authorizing the submission of the bid and authorizing this representative to sign on behalf of the institution or group has been submitted with each bid form.

**Printed Name of Potential Acquirer**

JAK Holdings, LLC (on behalf of BankUnited)

By:   
(signature)

Name: John Kanas

Title: Sole Member

Date: May 19, 2009

**CONFIDENTIAL****Annex C****ADDENDUM TO PURCHASE AND ASSUMPTION AGREEMENT<sup>1</sup>**

This Addendum to Purchase and Assumption Agreement (this "Addendum"), made and entered into as of the \_\_\_ day of May, 2009, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA** (the "Receiver"), **BANKUNITED**, organized under the laws of the United States of America, and having its principal place of business in Coral Gables, Florida (the "Assuming Bank"), and the **FEDERAL DEPOSIT INSURANCE CORPORATION**, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the "Corporation" and together with the Receiver and the Assuming Bank, the "Parties").

Concurrently herewith, the Parties are entering into a Purchase and Assumption (Whole Bank) with Loss Share Agreement (which includes as exhibits thereto the Single Family Shared-Loss Agreement and the Commercial and Other Loans Shared-Loss Agreement) (the "Agreement"), pursuant to which the Assuming Bank will acquire certain assets and assume deposits and certain other liabilities of BankUnited, FSB from the Receiver.

The Parties desire to modify the terms of the Agreement as set forth herein.

In consideration of the mutual promises herein set forth and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

Section 1. Interpretation. Unless otherwise specifically defined herein, each capitalized term used herein shall have the meaning assigned to such term in the Agreement. Each reference in the Agreement to "hereof," "herein," "hereunder," "hereby," "this Agreement" and like references shall refer to the Agreement as modified by this Addendum. Except as set forth herein, the Agreement will remain in full force and effect and shall be otherwise unaffected hereby. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement with respect to the matters set forth herein, the provisions of this Addendum shall govern.

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<sup>1</sup> Note to FDIC. In connection with entering into this Addendum, Section 13.1 of the P&A Agreement (Entire Agreement) will need to be modified by inserting the words "and any other documents delivered pursuant hereto" in order to make explicit that this Addendum constitutes part of the P&A Agreement.

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Section 2. Loan Sales. The Assuming Bank shall be permitted to sell up to two and one-half percent (2.5%) of the Single Family Shared-Loss Loans and the Shared-Loss Loans (based on the aggregate unpaid principal balance of such Loans as of Bank Closing) on an annual basis without the Receiver's consent, and losses on such sales shall constitute Portfolio Losses (in respect of Single Family Shared-Loss Loans) and Charge-Offs (in respect of Shared-Loss Loans); provided that (a) such sales are conducted by means of sealed bid sales to third parties, not including any of the Assuming Bank's affiliates, contractors or any affiliates of such contractors, (b) in connection with any such sale, the Assuming Bank retains a third party financial advisor instructed to maximize sale proceeds, (c) the highest economic bid received in respect of any sale shall be the winning bid and (d) the Assuming Bank complies with such other procedures as are agreed upon by the Assuming Bank and the Receiver (a sale meeting the criteria set forth in this sentence to be referred to herein as a "Permitted Sale"). In connection with any Permitted Sale that is a bulk sale, in order to calculate the gain/loss on each Loan, the aggregate sales price and costs of sale shall be allocated among the Loans sold pro rata based on the unpaid principal balance of each Loan included in such sale relative to the aggregate unpaid principal balance of all Loans included in such sale.

Section 3. Counterparts. This Addendum may be executed in any number of counterparts and by the duly authorized representative of a different Party on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

*[Remainder of Page Intentionally Left Blank]*



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IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF BANKUNITED, FSB, CORAL GABLES, FLORIDA**

By: \_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_

**FEDERAL DEPOSIT INSURANCE CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_

**BANKUNITED**

By: \_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_

*[Signature Page to Addendum]*