

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this ___ day of July, 2012, by, between, and among the Federal Deposit Insurance Corporation as Receiver for BankUnited, FSB ("FDIC-R"), and Michael Orlando ("Orlando") (individually, the FDIC-R and Orlando may be referred to herein as a "Party" and collectively as the "Parties").

WHEREAS:

Prior to May 21, 2009, BankUnited, FSB ("Bank"), was a federal savings bank organized and existing under the laws of the United States.

On May 21, 2009, the Office of Thrift Supervision closed the Bank and appointed the Federal Deposit Insurance Corporation as its 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 the claims which are subject to this Agreement.

On or about May 2, 2007, Bank funded a loan to borrowers [redacted] (b)(6) [redacted] in a total amount of \$1,270,000 in connection with [redacted] purchase of a [redacted] residential property located in Santa Clara, California (hereinafter the "[redacted] Transaction"). (b)(6)

On or about May 23, 2007, Bank funded a loan to borrower [redacted] in [redacted] (b)(6) a total amount of \$1,312,500 in connection with [redacted] s refinance of a mortgage loan obtained in connection with a residential property located in Santa Clara, California (hereinafter the [redacted] Transaction"). (b)(6)

On or about May 18, 2012, FDIC-R filed an action against Orlando and others in the United States District Court for the Northern District of California, Case No. C 12-02572 PSG (the "District Court Action"), alleging that Orlando committed fraud and other harmful actions in

(b)(6) connection with the [redacted] Transaction and the [redacted] Transaction, which caused damages (b)(6) to the FDIC-R.

A dispute has arisen between the Parties with respect to the claims by the FDIC-R related to Orlando's actions as alleged in the District Court Action (hereinafter any and all present and future claims by the FDIC-R against Orlando in connection with the [redacted] Transaction and (b)(6) the [redacted] Transaction are referred to as the "Claims"). The Parties engaged in settlement negotiations as a result of the Claims. The Parties now deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of litigation.

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

SECTION I: Payment to FDIC-R.

A. As an essential covenant and condition to this Agreement, on or before thirty (30) days following the date the FDIC-R executes this agreement, Orlando shall pay the FDIC-R the total sum of Four Hundred Fifty Thousand Dollars (\$450,000) (the "First Payment"). In addition, also as an essential covenant and condition to this Agreement, on or before ninety (90) days following the date the First Payment is made, Orlando shall pay the FDIC-R the total sum of Five Hundred Fifty Thousand Dollars (\$550,000) (the "Second Payment"). In addition, also as an essential covenant and condition to this Agreement, on or before thirty (30) days following the date the Second Payment is made, Orlando shall pay the FDIC-R the total sum of One Hundred Thousand Dollars (\$100,000) (the "Third Payment"). (The First Payment, Second Payment, and Third Payment are referred to collectively herein as the "Settlement Payment"). The Settlement Payment shall be made by wire transfer made payable to "Mortgage Recovery

Law Group Client Trust Account," Account Number: Routing Number: (b)(4)

(b)(4) Reference: BankUnited/Michael Orlando Settlement.

B. If the FDIC-R does not receive the Settlement Payment in full on or before the dates determined by subparagraph A above ("Settlement Payment Due Date"), then the FDIC-R, in its sole discretion, shall have the right to:

1. extend the period of time for payment, including interest accruing from the Settlement Payment Due Date through the date of payment at a rate calculated in accordance with 26 U.S.C. § 6621(b)(3); or
2. enforce this Agreement and, in such event, Orlando agrees to jurisdiction in Federal District Court in California and to pay all of the FDIC-R's reasonable attorney's fees and costs expended in enforcing the terms of this Agreement; or
3. declare this Agreement null and void, move to vacate any dismissal order, to which Orlando agrees to consent, and institute an action on the FDIC-R's claims, as to which Orlando waives any and all objections to the filing of such and covenants and agrees not to assert any objections; and/or
4. seek any other relief available to it in law or equity.

Any extension of time for delivery of the Settlement Payment shall not prejudice the FDIC-R's right to take other action or seek any relief during or after such period of extension, including the right to bring an action to enforce the Agreement, or declare the Agreement null and void.

C. If the FDIC-R does not receive the Second Payment or the Third Payment in full on or before the dates determined by subparagraph A above, then the FDIC-R, in its sole discretion, shall also have the right to enforce a stipulated judgment against Orlando for the remaining balance of the unpaid Settlement Payment due from Orlando. In the instance that the

FDIC-R pursues a stipulated judgment against Orlando for Orlando's failure to fully and timely pay in full the Second Payment and/or the Third Payment, Orlando agrees not to oppose the entry or enforcement of the stipulated judgment and further agrees to compensate the FDIC-R for all costs, fees, and other expenses incurred in entering and enforcing this stipulated judgment. Orlando agrees the judgment is not dischargeable in bankruptcy pursuant to 11 U.S.C.A. §§ 523(a)(4) and 523 (a)(7). It is understood that so long as Orlando meets and complies with the payments referred to herein, the stipulated judgment will not be filed.

SECTION II: Releases.

Each Party acknowledges that this Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which that Party may have against another Party arising from the Claims.

A. The FDIC-R's Release.

Upon receipt of the Settlement Payment, plus any accrued interest, and except as provided in PARAGRAPH II.C., the FDIC-R, solely in its limited capacity as the appointed Receiver of Bank and no other receivership, hereby releases and discharges Orlando and his former spouse, [REDACTED] from any and all claims, demands, contracts, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity belonging to the FDIC-R, arising out of or relating to the Claims.

(b)(6)

B. Michael Orlando's Release.

Effective simultaneously with the release in PARAGRAPH II.A. above, Orlando, on behalf of himself, and his former spouse [REDACTED] hereby releases and discharges the FDIC-R, and its employees, officers, directors, representatives, successors and assigns, from any

(b)(6)

(b)(6) and all claims belonging to Orlando or [redacted] arising out of or relating to the Claims.

C. Exceptions to Release by FDIC-R.

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

a. against Orlando or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank;

b. against any person or entity not expressly released by the FDIC-R in this Agreement; or

c. which are not expressly released in PARAGRAPH IIA. above.

2. Notwithstanding any other provision of this Agreement, nothing herein limits, waives, releases, diminishes or compromises the jurisdiction and authority of the Federal Deposit Insurance Corporation in the exercise of its supervisory or regulatory authority to institute administrative enforcement or other proceedings seeking removal, prohibition, civil penalties, restitution or other relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person, or which may arise by operation of law, rule, or regulation.

3. Notwithstanding any other provision of this Agreement, this Agreement does not waive any claims brought on behalf of another failed institution or any claims which could be brought by any other governmental entity.

SECTION III: Insolvency.

A. Insolvency.

Orlando warrants as to payments made by or on his behalf that at the time of such payment, he is not insolvent nor will the payment made by or on his behalf render him insolvent within the meaning and/or for the purposes of the United States Bankruptcy Code. This warranty is made by Orlando and not by his counsel.

B. Preferences.

In the event that the FDIC-R is required to return any portion of the Settlement Payment due to a final order by a court that the transfer of the Settlement Payment or any portion thereof constituted a preference, voidable preference, fraudulent transfer or similar transaction, then, in its sole discretion, the FDIC-R may, without waiver of any other rights it may have in law or equity, pursue any of the rights and remedies set forth in paragraphs I.B. and I.C. above, and/or otherwise permitted by law.

SECTION IV: Termination.

In the event the FDIC-R exercises its right to declare this Agreement null and void as provided herein, then, for the purposes of any statute of limitations or other time-based defense to any of the claims of the FDIC-R, the parties to this Agreement shall be deemed to have reverted to their respective status as of 12:01 a.m. Eastern Time, May 18, 2012.

SECTION V: Notices.

Any notices required hereunder shall be sent by registered mail, first class, return receipt requested, and may also be sent by email, to the following:

If to the FDIC-R:

Paul Levin
Mortgage Recovery Law Group
700 North Brand Boulevard, Suite 830
Glendale, California 91203
(818) 630-7901

(b)(6)

If to Michael Orlando:

Frank Ubhaus
Berliner Cohen
10 Almaden Blvd., Eleventh Floor
San Jose, California 95113
(408) 286-5800

(b)(6)

SECTION VI: Other Matters.

A. No Admission of Liability.

The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party hereto, except to enforce its terms.

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.

G. Advice of Counsel.

Each Party hereby acknowledges that he or 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 or its counsel.

H. Title and Captions.

All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

I. Authorship/Construction.

This Agreement sets forth terms and agreements jointly negotiated by the Parties. It is expressly agreed that this Agreement shall not be construed for or against any party by reason of which party drafted it.

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

Federal Deposit Insurance Corporation as Receiver for BankUnited, FSB

Michael Orlando

(b)(6)
(b)(6)

By:

[Redacted Signature]

[Redacted Signature]

Name:

Margon M. Bullion

Date:

7/31/12

Title:

Senior Attorney P&ES

Date:

7/26/12

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is between Federal Deposit Insurance Corporation as Receiver for BankUnited, F.S.B. ("FDIC"), Gary Silberman, P.A. ("GSPA") and Gary Silberman ("Silberman").

RECITALS

1. FDIC filed its Complaint in the lawsuit styled Federal Deposit Insurance Corporation as Receiver for BankUnited, F.S.B. v. Gary Silberman, P.A. and Gary Silberman, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA MIAMI DIVISION, CASE NO.: 1:12-CV-21892-UU (hereinafter "CASE NO.: 1:12-CV-21892-UU").

2. FDIC, GSPA and Silberman have agreed to resolve any and all claims or potential claims arising out of CASE NO.: 1:12-CV-21892-UU pursuant to the terms of this Agreement.

3. GSPA and Silberman have at all times denied, and continue to deny, any liability to FDIC. The settlement provided for herein is not and shall not in any way be construed or deemed to be evidence or an admission or a concession of any fault, liability, fact or amount of damages, or any other matter whatsoever on the part of GSPA and/or Silberman.

4. The parties are entering into this Agreement to avoid the substantial expense, inconvenience and burden of further litigation and to completely and finally put to rest all claims that were or could have been made against GSPA and/or Silberman, arising out of or related to CASE NO.: 1:12-CV-21892-UU.

COVENANTS AND AGREEMENTS

In consideration of the recitals set forth above, the covenants, terms and conditions set forth below, the Releases and Representations contained herein, and other good and valuable consideration, the parties agree as follows:

1. Incorporation of Recitals. Each of the foregoing recitals is incorporated by reference herein and made a part hereof.

2. Settlement Amount. Two hundred twenty five thousand dollars (\$225,000)(the "Settlement Amount") shall be paid to Welbaum Guernsey's Trust Account within thirty (30) days of the execution of this Agreement by all parties in settlement of CASE NO.: 1:12-CV-21892-UU.

3. Dismissal. Upon delivery of the Settlement Amount as set forth in paragraph 2 above, FDIC shall promptly file and request entry of an appropriate order from the court dismissing all claims against GSPA and Silberman with prejudice with each party to bear



(b)(6)

their own attorneys' fees and costs in CASE NO.: 1:12-CV-21892-UU as against, to any extent applicable, GSPA and Silberman and in full and final satisfaction of all of FDIC's claims which have been, or could have been, asserted in CASE NO.: 1:12-CV-21892-UU against GSPA's and Silberman's predecessors, successors, assigns, all current and former employees and personnel, attorneys, officers, directors, stockholders, parent corporations, subsidiary corporations, affiliates, agents, attorneys, insurers and representatives.

4. Costs. Each party shall bear and pay their own attorney's fees and costs that have arisen, or that could have arisen from CASE NO.: 1:12-CV-21892-UU.

5. Reasonable Settlement. The parties expressly agree that the terms of this Agreement are reasonable and adequate, and represent a good faith compromise of the disputes at issue in CASE NO.: 1:12-CV-21892-UU.

6. Release. FDIC, for itself, its predecessors, successors, assigns, all current and former employees and personnel, attorneys, officers, directors, stockholders, parent corporations, subsidiary corporations, affiliates, agents, and representatives, hereby remises, releases, acquits, satisfies, and forever discharges GSPA and Silberman and their predecessors, successors, assigns, all current and former employees and personnel, attorneys, officers, directors, stockholders, parent corporations, subsidiary corporations, affiliates, agents, insurers and representatives, from any and all liability and from any and all causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands of whatever name or nature in any manner arisen, in law or in equity, whether known or unknown, whether accrued or unaccrued, and whether sounding in contract, tort, statute or otherwise, derived from, based upon, or arising out of the claims and allegations set forth in CASE NO.: 1:12-CV-21892-UU. Notwithstanding the foregoing, each Party expressly excludes from the effect of this Release and does not release the Releasees from (a) the terms and conditions of this Agreement, and (b) any claims arising out of any other financial institution other than BankUnited, FSB.

7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between FDIC on the one hand and GSPA and Silberman on the other with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements, proposed agreements, negotiations, and discussions with respect to the subject matter hereof. This Agreement may not be altered, modified, or amended, unless by writing executed by the parties hereto, nor any of its provisions waived, unless in writing by the party granting such waiver. Each of the parties to this Agreement acknowledges that other than as stated in this Agreement, no other party, agent, or attorney of any other party has made any promises or representation or warranty to induce it to enter into this Agreement, and the parties hereto acknowledge that they have not executed this Agreement in reliance upon any such promise, representation, or warranty not contained herein.



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8. Authority to Act. FDIC, GSPA and Silberman represent and warrant that their respective signatories have full authority to execute this Agreement.

9. Choice of Law and Venue. This Agreement is made and entered into in the State of Florida and shall in all respects be interpreted, enforced and governed under the laws of Florida. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its plain meaning, and not strictly for or against either party. In the event that litigation arises relating to the interpretation or enforcement of this Agreement, the parties stipulate that venue shall be in Miami Dade County, Florida.

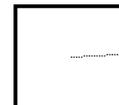
10. Paragraph Headings. Paragraph headings contained in this Agreement are inserted solely as reference aids for the ease and convenience of the reader; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions or any other aspect of this Agreement.

11. Singular and Plural. As used in this Agreement, the singular or plural shall be deemed to include the other whenever the context so indicates or requires.

12. Invalid Provisions. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, but shall be construed as if such provision had never been contained herein.

13. Heirs and Successors Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective parent companies, shareholders, owners, affiliates, heirs, successors, and assigns, and any corporation, partnership or other entity into or with which any party hereto may merge, consolidate, or reorganize.

14. One Signatory Per Copy Permitted. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and have the same force and effect as an original, and all of which, taken together, shall constitute and be construed as a single agreement. Photocopies and fax copies likewise shall be deemed to be and have the same force and effect as an original.



(b)(6)

IN WITNESS WHEREOF, the below signatory has caused this Full and Complete Agreement and Release to be duly executed and delivered as of the date set forth in the acknowledgments below.

(b)(6)



Federal Deposit Insurance Corporation as
Receiver for BankUnited, F.S.B.

STATE OF TEXAS)

) ss:

COUNTY OF DALLAS

BEFORE ME, the undersigned, personally appeared Maryann Bullion who is
personally known to me or has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this 11th day of February,
2013.

(b)(6)



NOTARY PUBLIC, State of Texas

My Commission Expires:



IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:)	
)	Chapter 11
BankUnited Financial Corporation, <i>et al.</i> , ¹)	
)	Case No. 09-19940-LMI
Debtors.)	
_____)	(Jointly Administered)

**NOTICE OF FILING OF FULLY EXECUTED
SUPPLEMENTAL SETTLEMENT AND RELEASE AGREEMENT**

PLEASE TAKE NOTICE that Clifford A. Zucker, Plan Administrator (the “Plan Administrator”) for the estates of BankUnited Financial Corporation and BankUnited Financial Services, Incorporated, hereby files the attached fully executed SUPPLEMENTAL SETTLEMENT AND RELEASE AGREEMENT.

Dated: January 11, 2013

Respectfully submitted,

KILPATRICK TOWNSEND & STOCKTON LLP

/s/ Todd C. Meyers

Todd C. Meyers
Georgia Bar No. 503756
(Admitted *Pro Hac Vice*)
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309-4530
(404) 815-6500 (Telephone)
(404) 815-6555 (Facsimile)

(b)(6)

-and-

¹ The debtors are the following three entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): BankUnited Financial Corporation, a Florida corporation (7773); CRE America Corporation, a Florida corporation (0049); and BankUnited Financial Services, Incorporated, a Florida corporation (8335) (collectively, the “Debtors”).

KOZYAK TROPIN & THROCKMORTON, P.A.

/s/ Corali Lopez-Castro

Corali Lopez-Castro, Esq.

Florida Bar No. 863830

2525 Ponce De Leon, 9th Floor

Miami, Florida 33134

(b)(6)



(Telephone)

(Facsimile)

Counsel for the Plan Administrator

SUPPLEMENTAL SETTLEMENT AND RELEASE AGREEMENT

The Federal Deposit Insurance Corporation (the "FDIC"), as Receiver for BankUnited, FSB, of Coral Gables, Florida ("BankUnited"), the Louisiana Municipal Police Employees' Retirement System and Oklahoma Police Pension & Retirement System (collectively "Lead Plaintiffs") on behalf of the plaintiff class (the "Class") in the litigation captioned *In re BankUnited Securities Litigation*, U.S. District Court, Southern District of Florida, Civil Action No. 08-22572-CIV-Cooke/Turnoff (the "Shareholder Action")¹, Clifford Zucker, as Plan Administrator for BankUnited Financial Corporation ("BUFC") and BankUnited Financial Services, Inc. ("Plan Administrator") and successor-in-interest to the Official Committee of Unsecured Creditors for BUFC ("Committee") with respect to certain litigation described herein, Alfred Camner, Ramiro Ortiz, Humberto Lopez, Neil Messinger, Al Bernkrant, Brad Weiss, Hardy Katz, Tod Aronovitz, Marc Jacobson, Sharon Brown, and Al Smith (each individually an "Insured" and collectively the "Insureds" and, together with the FDIC, the Lead Plaintiffs, and the Plan Administrator, the "Parties"), hereby enter into this Supplemental Settlement and Release Agreement ("Supplemental Agreement") as of the 28th day of November 2012.

WHEREAS, BankUnited was closed by the Office of Thrift Supervision on May 21, 2009, and the FDIC was appointed as its Receiver; and,

¹ Lead Plaintiffs act on behalf of all purchasers of common stock of BankUnited Financial Corporation ("BUFC") between October 24, 2006 and June 18, 2008, inclusive (the "Class"). Excluded from the Class are BUFC, Defendants in the Securities Litigation and their affiliates, members of their immediate families and their legal representatives, heirs, successors or assigns, any entity in which Defendants have or had a controlling interest, and the officers and directors of BUFC during the class period. Also excluded from the Class are those persons who request exclusion from the Class.

WHEREAS, the FDIC has the right pursuant to 1821(d)(2)(A)(i) of Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (“FIRREA”) and other authority to assert claims against the former directors and officers of BankUnited; and,

WHEREAS, the FDIC has asserted claims (the “FDIC’s Claims”), including claims for payment of monetary damages and for non-monetary relief, against the Insureds, subject to supplementation, revisions, and/or deletions of claims known or unknown, relating to their services, acts and/or omissions as former officers and/or directors of BankUnited, some of which but without limitation are set forth in a letter (the “FDIC Demand Letter”) to the Insureds dated November 5, 2009 asserting damages of \$227 million and which specifically do not include any claims that the FDIC may have against Alfred Camner and/or Camner Lipsitz, P.A. relating to their services, acts and/or omissions as attorneys for BankUnited; and,

WHEREAS, the Lead Plaintiffs have asserted claims on behalf of the Class (the “Shareholder Claims”) against Alfred Camner, Ramiro Ortiz, and Humberto Lopez (collectively, the “Defendants”) in the Shareholder Action; and,

WHEREAS, the Plan Administrator has asserted claims (the “Plan Administrator Claims”) against the Defendants in an adversary proceeding currently captioned *Zucker v. Camner (In re BankUnited Financial Corporation)*, U.S. District Court, Southern District of Florida, Civil Action No. 12-20769-CV-Williams (the “Plan Administrator Action”); and,

WHEREAS, the FDIC and the Plan Administrator are currently engaged in litigation over the ownership of the Plan Administrator Claims in an adversary proceeding currently captioned *Zucker v. FDIC*, U.S. Circuit Court, Eleventh Circuit, No. 11-15142-F (the “Standing Litigation”); and,

WHEREAS, the Insureds are insureds under a primary insurance policy issued by St. Paul Mercury Insurance Company (“Travelers”), Policy Number [REDACTED] (the “Travelers Policy”), with a liability limit of \$10 million; and,

WHEREAS, the Travelers Policy had a policy period of November 10, 2007, through November 10, 2008, and a one-year tail discovery period was purchased by BankUnited’s holding company, BUFC, which extended coverage to November 10, 2009; and,

WHEREAS, the Insureds are insureds under an excess insurance policy issued by RSUI Indemnity Company, Policy Number [REDACTED] (the “RSUI Policy”), with a liability limit of \$10 million; and,

WHEREAS, the RSUI Policy had a policy period of November 10, 2007, through November 10, 2008, and a one-year tail discovery period purchased by BUFC, which extended coverage to November 10, 2009; and,

WHEREAS, the Insureds are insureds under a primary insurance policy issued by U.S. Specialty Insurance Company, Policy Number [REDACTED] (the “U.S. Specialty Policy”), with a liability limit of \$20 million; and,

WHEREAS, the U.S. Specialty Policy had a policy period of November 10, 2008, through November 10, 2009; and,

WHEREAS, the Insureds are insureds under an excess insurance policy issued by Lloyd’s Underwriters, Policy Number [REDACTED] (the “Lloyd’s Policy”), with a liability limit of \$10 million; and,

WHEREAS, the Lloyd’s Policy had a policy period of November 10, 2008, through November 10, 2009; and,

WHEREAS, the FDIC, the Lead Plaintiffs, the Insureds, and Travelers (collectively, the "Original Settling Parties") have previously reached a settlement ("Original Settlement") resolving the FDIC's Claims and the Shareholder Claims, as reflected in the following documents (the "Original Settlement Documents") (1) Stipulation and Agreement of Settlement, executed by the Lead Plaintiffs and the Defendants on September 29, 2011 (the "September 2011 Stipulation"); (2) Settlement Agreement and Assignment, executed by the Lead Plaintiffs and the FDIC on October 26, 2011; (3) Settlement and Assignment Agreement, executed by the Defendants and the FDIC on July 30, 2012; (4) Mutual Release of Liability, executed by Neil Messinger, Al Bernkrant, Brad Weiss, Hardy Katz, Tod Aronovitz, Marc Jacobson, Sharon Brown, and Al Smith (collectively, the "Outside Directors") and the FDIC on July 30, 2012; and (5) Settlement Agreement and Policy Release, executed by the Insureds, the FDIC, and Travelers on July 30, 2012; and,

WHEREAS, pursuant to the Original Settlement Documents, the Original Settling Parties agreed that (1) Travelers would fund from the Travelers Policy a payment of \$3,000,000 by the Insureds who were defendants in the Shareholder Action to the Lead Plaintiffs; (2) Travelers would fund from the Travelers Policy a payment of \$3,000,000 by the Insureds to the FDIC; and (3) Travelers would pay any amounts remaining in the Travelers Policy to a "Defense Reserve Fund" for the purposes of funding the defense costs of the Defendants in connection with the Plan Administrator Action; and,

WHEREAS, pursuant to an assignment of rights entered into between the FDIC and the Lead Plaintiffs, the FDIC agreed to redirect \$500,000 from its original \$3,000,000 payment from Travelers to the Lead Plaintiffs, with the result that Travelers would instead pay \$3,500,000 to the Lead Plaintiffs, and \$2,500,000 to the FDIC; and,

WHEREAS, pursuant to the Original Settlement Documents, the Original Settling Parties agreed that monies from the Defense Reserve Fund may not be used to settle the Plan Administrator Claims without the prior consent of the FDIC; and,

WHEREAS, the Insureds, the FDIC, and the Lead Plaintiffs have sought an order (the "Proceeds Approval Order") from the United States Bankruptcy Court for the Southern District of Florida ("Bankruptcy Court") in the bankruptcy case captioned *In re BankUnited Financial Corporation, et al.*, Case No. 09-19940-LMI (the "Bankruptcy Case"), approving the release of funds from the Travelers Policy to fund the Original Settlement; and,

WHEREAS, the Plan Administrator has objected to the entry of the Proceeds Approval Order; and,

WHEREAS, the Plan Administrator has also sought an injunction prohibiting the Lead Plaintiffs from effectuating the Original Settlement in the adversary proceeding currently captioned *Zucker v. Louisiana Municipal Police Employees' Retirement System*, U.S. Bankruptcy Court, Southern District of Florida, Adversary Proceeding No. 11-02798-LMI (the "Injunction Action"); and,

WHEREAS, the Lead Plaintiffs filed a motion (the "Original Settlement Motion") seeking an order from the United States District Court for the Southern District of Florida ("District Court") in the Shareholder Action preliminarily and finally approving the settlement of the Shareholder Claims, as reflected in the Original Settlement Documents; and,

WHEREAS, the Committee filed a limited objection in the Shareholder Action to the Original Settlement Motion; and,

WHEREAS, the Lead Plaintiffs and the Committee entered into a Stipulation that resolved the Committee's objection to preliminary approval of the Original Settlement Motion,

and provided that the proceeds of the Travelers Policy would not be distributed prior to the entry of the Proceeds Approval Order, except that the Lead Plaintiffs may draw up to \$75,000 from the Travelers Policy (which shall be credited against the Shareholder Payment) in order to fund notice costs in connection with obtaining the final approval of the Original Settlement Motion; and,

WHEREAS, on August 28, 2012, the District Court entered an order preliminarily approving the Original Settlement Motion; and

WHEREAS, the Lead Plaintiffs intend to seek an order (the "District Court Approval Order") from the District Court in the Shareholder Action finally approving the settlement of the Shareholder Claims, as reflected in the Original Settlement Documents and as modified by this Supplemental Agreement, the date on which the District Court Approval Order becomes a Final Order (as hereinafter defined) being referred to herein as the "District Court Approval Order Effective Date."

NOW, THEREFORE, the undersigned Parties agree, subject to Bankruptcy Court and District Court approvals provided for in this Supplemental Agreement, as applicable, that the following shall occur:

1. SETTLEMENT AGREEMENT:

A. In consideration of the promises, representations, and warranties set forth herein, and without admitting any liability in connection with the Plan Administrator Claims or any potential claims against them as directors and/or officers of BUFC, the Defendants agree to settle Counts I, II, and III, as described in the Amended Complaint filed by the Plan Administrator in the Plan Administrator Action on August 17, 2012 (the "Amended Complaint"), for a payment to the Plan Administrator of \$1,650,000 (the "Plan Administrator Payment"). The

Plan Administrator and the Defendants agree that this settlement is a compromise of disputed claims, and that such settlement is not to be construed as an admission on the part of the Defendants of any liability or responsibility at any time or for any purpose whatsoever.

B. In consideration of the promises, representations, and warranties set forth herein, the Lead Plaintiffs agree to accept a reduced payment (after redirection of \$500,000 from the FDIC as described above) of \$3,000,000 from the Travelers Policy to settle the Shareholder Claims, and an additional payment of \$57,000 in reimbursement of out-of-pocket expenses incurred in connection with seeking the Proceeds Approval Order. The Parties agree and acknowledge that this Supplemental Agreement shall override any contrary provisions in any of the Original Settlement Documents.

C. In consideration of the promises, representations, and warranties set forth herein, the FDIC consents to the use of monies from the Defense Reserve Fund to settle the Plan Administrator Claims.

D. In consideration of the promises, representations, and warranties set forth herein, the Plan Administrator agrees to seek, promptly after the full execution hereof by the parties hereto, the entry of an order by the Bankruptcy Court (the "Bankruptcy Court Approval Order") pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (i) approving this Supplemental Agreement and the Plan Administrator's entry into such agreement, and (ii) providing that, effective as of the Bankruptcy Court Approval Order Effective Date (as defined immediately hereinafter), the Proceeds Approval Motion is granted and the Injunction Action is dismissed with prejudice. The date on which the Bankruptcy Court Approval Order becomes a Final Order is referred to herein as the "Bankruptcy Court Approval Order Effective Date".

E. In consideration of the Plan Administrator Payment, as described in Subsection 1.A. of this Supplemental Agreement, and the promises, representations, and warranties set forth herein, as soon as is practicable after the last to occur (the "Plan Administrator Settlement Date") of (i) the Bankruptcy Court Approval Order Effective Date, and (ii) receipt by the Plan Administrator of the Plan Administrator Payment, (1) the Plan Administrator, Alfred Camner, Humberto Lopez and Ramiro Ortiz shall file a stipulation of dismissal with prejudice of Counts I, II, and III of the Amended Complaint filed by the Plan Administrator in the Plan Administrator Action; and (2) the Plan Administrator shall withdraw any and all objections to the District Court Approval Order. The Plan Administrator also agrees to enter no further objections to either the Proceeds Approval Order or the District Court Approval Order, provided that the District Court Approval Order contains the Count IV Carve-Out (as hereinafter defined).

F. In consideration of the promises, representations, and warranties set forth herein, as soon as is practicable after the last to occur of (i) the Plan Administrator Settlement Date, and (ii) receipt by the FDIC of the FDIC Payment (as hereinafter defined), the FDIC and the Plan Administrator shall dismiss with prejudice their respective appeals and/or cross appeals in the Standing Litigation.

G. In consideration of the promises, representations, and warranties set forth herein, the Lead Plaintiffs agree that if a bar order is entered in connection with the approval by the District Court of a settlement of the Shareholder Action, the bar order shall include the following language (the "Count IV Carve-Out"): "For the avoidance of doubt, this bar order does not apply to the claims asserted in Count IV of the First Amended Complaint for Recovery

of Damages filed in *Zucker v. Camner, et al. (In re BankUnited Fin. Corp., et al.)*, U.S. District Court, Southern District of Florida, Civil Action No. 12-20769-CV-Williams.”

2. FORM AND TIMING OF PAYMENT:

A. The Parties agree that, as soon as is practicable after the Bankruptcy Court enters the Bankruptcy Court Approval Order, \$514,651.95 shall be paid (the “Defense Payment”) from the Travelers Policy to counsel for the Insureds for fees and expenses incurred in connection with their representation of the Insureds, but not paid, as of October 17, 2012.

B. The Parties agree that, as soon as is practicable after the Bankruptcy Court Approval Order Effective Date, there shall be paid from the Travelers Policy: (1) a \$2,500,000 payment to the FDIC (the “FDIC Payment”), and (2) the Plan Administrator Payment.

C. The Parties agree that, as soon as is practicable after the Bankruptcy Court Approval Order Effective Date, there shall be paid from the Travelers Policy \$3,057,000 into the Escrow Account (as defined in the September 2011 Stipulation) to be held and administered as provided in the September 2011 Stipulation (subject to refund to Travelers under the terms and to the extent provided in the September 2011 Stipulation only in the event the District Court Approval Order Effective Date does not occur). Upon the occurrence of the District Court Approval Order Effective Date, the funds in the Escrow Account shall become subject to the exclusive control of Plaintiffs’ Lead Counsel (as defined in the September 2011 Stipulation) (the passage of exclusive control to Plaintiffs’ Lead Counsel at that time being referred to hereinafter as the “Shareholder Payment”).

D. The Parties agree that, as soon as is practicable after the last to occur of (i) the FDIC Payment, (ii) the Plan Administrator Payment, and (iii) the Shareholder Payment, any remaining limits under the Travelers Policy shall be paid to counsel for the Insureds for fees and

expenses incurred in connection with their representation of the Insureds after October 17, 2012 (the "Supplemental Defense Payment").

E. The Parties understand, agree, and acknowledge that no funds from the Travelers Policy shall be used except as provided in this Supplemental Agreement, except that the Lead Plaintiffs may draw up to \$75,000 from the Escrow Account (the "Notice Fund") at any time to fund notice costs in connection with obtaining the District Court Approval Order.

3. RELEASES:

A. Effective upon the occurrence of the Plan Administrator Settlement Date, the Plan Administrator, as Plan Administrator and on behalf of the bankruptcy estate of BUFC (the "Estate"), releases and forever discharges the Insureds from the Plan Administrator Claims, or any other manners of action(s), causes of action, suits, claims for sums of money, damages, judgments, and demands whatsoever, known or unknown, suspected or unsuspected, in law or in equity that the Plan Administrator or the Estate may now have or have in the future against the Insureds, except that neither the Plan Administrator nor the Estate releases Defendants Ortiz and Lopez from the claims asserted in Count IV of the Amended Complaint (the "Count IV Claims"), which claims are expressly reserved. With the exception of the Count IV Claims against Defendants Ortiz and Lopez, the Plan Administrator agrees that, effective as of the occurrence of the Plan Administrator Settlement Date, he will not pursue, assert, or otherwise prosecute the Plan Administrator Claims against the Insureds, or any other potential claims against them, or against any other persons in their capacities as directors and/or officers of BUFC.

B. Effective upon the occurrence of the Plan Administrator Settlement Date, the Insureds release and forever discharge the Plan Administrator and the Estate from any and all manners of action(s), causes of action, suits, claims for sums of money, damages, judgments, and demands whatsoever, known or unknown, suspected or unsuspected, in law or in equity that the Insureds may now have or have in the future against the Plan Administrator or the Estate, except for Defendants Ortiz and Lopez with respect to the Count IV Claims.

C. Effective upon the occurrence of the Plan Administrator Settlement Date, the Plan Administrator, as Plan Administrator and on behalf of the Estate, releases and forever discharges the Lead Plaintiffs, the Class, and/or any person in his or her capacity as a member of the Class, from any manners of action(s), causes of action, suits, claims for sums of money, damages, judgments, and demands whatsoever, known or unknown, suspected or unsuspected, in law or in equity that the Plan Administrator may now have or have in the future against the Lead Plaintiffs, the Class, and/or any person in his or her capacity as a member of the Class, relating to the Shareholder Action, BUFC's bankruptcy case (the "Bankruptcy Case"), or any action taken in connection with the Shareholder Action or the Bankruptcy Case.

D. Effective upon the occurrence of the Plan Administrator Settlement Date, the Lead Plaintiffs, for themselves and on behalf of the Class, release and forever discharge the Plan Administrator and the Estate from any manners of action(s), causes of action, suits, claims for sums of money, damages, judgments, and demands whatsoever, known or unknown, suspected or unsuspected, in law or in equity that the Lead Plaintiffs or the Class may now have or have in the future against the Plan Administrator or the Estate, relating to the Shareholder Action, the Bankruptcy Case, or any action taken in connection with the Shareholder Action or the Bankruptcy Case.

E. The Plan Administrator hereby agrees and acknowledges that, upon the occurrence of the Plan Administrator Settlement Date, any interest or claim that the Plan Administrator or the Estate may now have or have in the future in the Travelers Policy shall be forever extinguished. Effective upon the occurrence of the Plan Administrator Settlement Date, the Plan Administrator, as Plan Administrator and on behalf of the Estate, releases and forever disclaims any further interest or claim he or the Estate may now have or have in the future in the proceeds of the Travelers Policy. For the avoidance of doubt, effective upon the receipt by the Plan Administrator of the Plan Administrator Payment, the Plan Administrator, as Plan Administrator and on behalf of the Estate, releases and forever discharges Travelers from any and all manners of action(s), causes of action, suits, claims for sums of money, damages, judgments, and demands whatsoever, known or unknown, suspected or unsuspected, in law or in equity that the Plan Administrator or the Estate may now have or have in the future against Travelers relating to the Travelers Policy.

F. Effective upon the exhaustion of the remaining limits of the Travelers Policy by the funding by Travelers of (i) the Defense Payment, (ii) the FDIC Payment, (iii) the Plan Administrator Payment, (iv) the Escrow Account (inclusive of the Notice Fund) (followed by the passage of exclusive control over the Escrow Account to Plaintiffs' Lead Counsel as provided in the September 2011 Stipulation), and (v) the Supplemental Defense Payment (if any), the Insureds release and forever discharge Travelers from any and all manners of action(s), causes of action, suits, claims for sums of money, damages, judgments, and demands whatsoever, known or unknown, suspected or unsuspected, in law or equity that the Insureds may now have or have in the future against Travelers relating to the Travelers Policy.

G. Effective upon the occurrence of the Plan Administrator Settlement Date, the Plan Administrator, as Plan Administrator and on behalf of the Estate, releases and forever disclaims any interest or claim he or the Estate may now have or have in the future in the proceeds of the RSUI Policy. The Parties agree that, as soon as practicable after the occurrence of the Plan Administrator Settlement Date, the Plan Administrator shall seek the dismissal with prejudice of his counterclaim in the declaratory judgment action in the Bankruptcy Court captioned *RSUI Indemnity Company v. BankUnited Financial Corporation*, No. 12-01383 (Bankr. S.D. Fla.).

H. Effective upon the occurrence of the Plan Administrator Settlement Date, the FDIC releases and forever disclaims any interest or claim it may now have or have in the future in the proceeds of the U.S. Specialty Policy or the Lloyd's Policy.

I. Effective upon the occurrence of the Plan Administrator Settlement Date, the Lead Plaintiffs release and forever disclaim any interest or claim they may now have or have in the future in the proceeds of the U.S. Specialty Policy or the Lloyd's Policy.

J. For the avoidance of doubt, nothing contained in this agreement is intended to release, or shall in any way effect or cause a release of, the claims asserted by the Plan Administrator in that certain action styled *Zucker v. Camner Lipsitz, P.A. (In re BankUnited Financial Corp.)*, Adv. No. 11-03056 –LMI, United States Bankruptcy Court for the Southern District of Florida .

4. CONDITIONS AND ENFORCEABILITY OF AGREEMENT:

A. The Parties understand, acknowledge, and agree that this Supplemental Agreement may be pled as a full and complete defense to any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Supplemental Agreement.

Should any Party (an "Enforcing Party") institute any action and/or proceeding against any other party (a "Breaching Party") to enforce any provision of this Supplemental Agreement, or for damages by reason of any alleged breach of any provision of this Supplemental Agreement, or for a declaration of that Party's rights hereunder, or for any other judicial remedy, if the Enforcing Party prevails, it shall be entitled to be reimbursed by the Breaching Party or Parties who breached this Supplemental Agreement for all reasonable and necessary costs and expenses incurred thereby, including, but not limited to, attorney's fees for the services rendered to the Enforcing Party in any such action and/or proceeding.

B. In the event that the Bankruptcy Court does not enter the Bankruptcy Court Approval Order, and notwithstanding any other provision in this Supplemental Agreement, the Parties agree that this Supplemental Agreement, including specifically any Party's release of any other Party, shall be null and void.

C. In the event that the District Court does not enter the District Court Approval Order, and notwithstanding any other provision in this Supplemental Agreement, the Parties agree that (1) the Defense Payment described in Subsection 2.A of this Supplemental Agreement shall be made as agreed, and (2) the Lead Plaintiffs shall continue to have the right to draw funds from the Notice Fund as described in Subsection 2.E of this Supplemental Agreement. The Parties understand, acknowledge, and agree that neither the Insureds nor their counsel shall be required to return any portion of any funds received from the Defense Payment after the entry of the Bankruptcy Court Approval Order.

5. NO ORAL MODIFICATIONS: The Parties understand, acknowledge, and agree that this Supplemental Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever, except by agreement in writing signed by the Parties hereto.

6. MERGER CLAUSE:

A. The Parties understand, acknowledge, and agree that this Supplemental Agreement shall be effective as a full and final agreement. The Parties understand, acknowledge, and agree that if they hereafter discover facts different from or in addition to the facts they now know or believe to be true with respect to the subject matter of this Supplemental Agreement, it is nevertheless their intent that this Supplemental Agreement constitutes a full and final agreement.

B. This Supplemental Agreement, together with the Original Settlement Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Supplemental Agreement, and supersedes any prior contemporaneous, oral or written agreement, negotiations, and discussions with respect to the subject matter of this Supplemental Agreement. The Parties understand, acknowledge, and agree that provisions in this Supplemental Agreement supersede conflicting provisions in the Original Settlement Documents, but only to the extent of any such conflict. The parties further understand, acknowledge and agree that this Supplemental Agreement shall be effective when signed, subject only to approval by the Bankruptcy Court and, where applicable, the District Court.

7. REPRESENTATIONS AND WARRANTIES:

A. The Parties understand, represent, and warrant that they enter into this Supplemental Agreement upon the legal advice of their attorneys, that said attorneys have explained the terms of the Supplemental Agreement, and that they fully understand and voluntarily accept the terms of this Supplemental Agreement.

B. The Parties understand, represent and warrant that the provisions of this Supplemental Agreement shall be binding as to each Party's successors and assigns in the same

manner as this Supplemental Agreement is binding as to each original Party to this Supplemental Agreement.

C. Each person executing this Supplemental Agreement on behalf of a Party hereby warrants that he or she has the authority to sign on behalf of said Party. The Parties agree to execute all documents and to do all things necessary to effectuate the terms of this Supplemental Agreement.

8. INTERPRETATION:

A. The Parties agree that this Supplemental Agreement, its effect, and enforceability shall be construed under the laws of the State of Florida.

B. The Parties agree that the provisions of this Supplemental Agreement shall be deemed to have been simultaneously drafted by all Parties and no laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to the interpretation or enforcement of this Supplemental Agreement.

9. SEVERABILITY OF RELEASE AND ASSIGNMENT: If for any reason this Supplemental Agreement is rendered invalid or unenforceable as to any Insured, the Supplemental Agreement shall remain effective as to the others.

10. EXECUTION IN COUNTERPARTS: This Supplemental Agreement may be executed in counterparts with the same effect as if the signatures were upon the same instrument. Each counterpart will be deemed an original, which taken together shall constitute a single instrument. Electronic pdf signatures are permitted and shall be deemed effective as original signatures.

11. FINAL ORDER: As used herein, "Final Order" means an order or judgment of the Bankruptcy Court or the District Court, as the case may be, or other court of competent

jurisdiction with respect to the applicable subject matter, which has not been reversed, stayed, modified or amended and as to which (a) any right to appeal or seek certiorari, review, reargument, stay or rehearing has expired and no appeal or petition for certiorari, review, reargument, stay or rehearing is pending, or (b) an appeal has been taken or petition for certiorari, review, reargument, stay or rehearing has been filed and (i) such appeal or petition for certiorari, review, reargument, stay or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay or rehearing was sought or (ii) the time to appeal further or seek certiorari, review, reargument, stay or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay or rehearing is pending, provided that no order shall fail to become a Final Order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order.

12. NOTICE: All notices required or permitted under or pertaining to this Supplemental Agreement shall be in writing and delivered by any method providing proof of delivery. Notices shall be delivered to the Parties at the following addresses until a different address has been designated by notice to other parties:

Dennis S. Klein, Esq.
 Hughes Hubbard & Reed LLP
 201 S. Biscayne Boulevard, Suite 2500
 Miami, Florida 33131
 Tel: [REDACTED]
 Fax: [REDACTED]
 as counsel for the Federal Deposit Insurance Corporation

(b)(6)
 (b)(6)

Michael J. Pucillo, Esq.
 Wendy Zoberman, Esq.
 Berman DeValerio
 3507 Kyoto Gardens Drive, Suite 200
 Palm Beach Gardens, FL 33410
 Tel: [REDACTED]

(b)(6)

(b)(6) Fax: [redacted]
as counsel for the Lead Plaintiffs

Kendall Coffey, Esq.
Coffey Burlington
Office in the Grove, PH
2699 S. Bayshore Drive
Miami, Florida 33133

(b)(6) Tel: [redacted]
Fax: [redacted]
as counsel for Alfred Camner

Dennis A. Nowak, Esq.
Fowler White Burnett, P.A.
Espirito Santo Plaza, Fourteenth Floor
1395 Brickell Avenue
Miami, Florida 33131

(b)(6) Tel: [redacted]
Fax: [redacted]
as counsel for Humberto Lopez

C. Thomas Tew, Esq.
Tew Cardenas LLP
Four Seasons Tower
1441 Brickell Avenue, 15th Floor
Miami, Florida 33131

(b)(6) Tel: [redacted]
Fax: [redacted]
as counsel for Ramiro Ortiz

Michael Nachwalter, Esq.
Stanley H. Wakshlag, Esq.
Kenny Nachwalter
1100 Miami Center
201 S. Biscayne Boulevard
Miami, Florida 33131

(b)(6) Tel: [redacted]
Fax: [redacted]
as counsel for Neil Messinger, Al Bernkrant, Brad Weiss, Hardy
Katz, Tod Aronovitz, Marc Jacobson, Sharon Brown, and Al Smith

Todd C. Meyers, Esq.
Kilpatrick Townsend & Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309

(b)(6) Tel: [redacted]
Fax: [redacted]

as counsel for the Plan Administrator

THE PARTIES HEREBY CERTIFY THAT THEY HAVE READ THIS ENTIRE AGREEMENT AND HAVE HAD THE TERMS HEREIN AND THE CONSEQUENCES THEREOF EXPLAINED BY THEIR ATTORNEYS, AND THAT THEY FULLY UNDERSTAND ALL THE TERMS AND CONSEQUENCES OF THIS AGREEMENT.

The Parties, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the dates indicated below.

DATED: November <u>30</u> , 2012		(b)(6)
DATED: November __, 2012	Neil Messinger 	(b)(6)
DATED: November __, 2012	Al Bernkrant	
DATED: November __, 2012	Brad Weiss	
DATED: November __, 2012	Hardy Katz	
DATED: November __, 2012	Tod Aronovitz	
DATED: November __, 2012	Marc Jacobson	
DATED: November __, 2012	Sharon Brown	
DATED: November __, 2012	Al Smith	
DATED: November __, 2012	Alfred Camner	

The Parties, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the dates indicated below.

(b)(6)

DATED: November __, 2012	<hr/> Neil Messinger
DATED: November __, 2012	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <hr/> Al Bernkrant
DATED: November __, 2012	<hr/> Brad Weiss
DATED: November __, 2012	<hr/> Hardy Katz
DATED: November __, 2012	<hr/> Tod Aronovitz
DATED: November __, 2012	<hr/> Marc Jacobson
DATED: November __, 2012	<hr/> Sharon Brown
DATED: November __, 2012	<hr/> Al Smith
DATED: November __, 2012	<hr/> Alfred Camner

The Parties, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the dates indicated below.

DATED: November ___, 2012	_____ Neil Messinger
DATED: November ___, 2012	_____ Al Bernkrant
DATED: November ___, 2012	_____ Brad Weiss
(b)(6) DATED: November <u>21</u> , 2012	_____ Hardy Katz
DATED: November ___, 2012	_____ Tod Aronovitz
DATED: November ___, 2012	_____ Marc Jacobson
DATED: November ___, 2012	_____ Sharon Brown
DATED: November ___, 2012	_____ Al Smith
DATED: November ___, 2012	_____ Alfred Camner

The Parties, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the dates indicated below.

DATED: November __, 2012	 Neil Messinger
DATED: November __, 2012	 Al Bernkrant
DATED: November __, 2012	 Brad Weiss
DATED: November __, 2012	 Hardy Katz
(b)(6)	 [Redacted Signature] _____ Tod Aronovitz
DATED: November __, 2012	 [Redacted Signature] _____ Mare Jacobson
DATED: November __, 2012	 Sharon Brown
DATED: November __, 2012	 Al Smith
DATED: November __, 2012	 Alfred Camner

(b)(6)

The Parties, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the dates indicated below.

DATED: November ____, 2012	 Neil Messinger
DATED: November ____, 2012	 Al Bernkrant
DATED: November ____, 2012	 Brad Weiss
DATED: November ____, 2012	 Hardy Katz
DATED: November ____, 2012	 Tod Aronovitz
(b)(6) DATED: November 30, 2012	<div style="border: 1px solid black; width: 250px; height: 40px; margin: 0 auto;"></div> Mare Jacobson
DATED: November ____, 2012	 Sharon Brown
DATED: November ____, 2012	 Al Smith
DATED: November ____, 2012	 Alfred Camner

The Parties, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the dates indicated below.

DATED: November __, 2012	 _____ Neil Messinger
DATED: November __, 2012	 _____ Al Bernkrant
DATED: November __, 2012	 _____ Brad Weiss
DATED: November __, 2012	 _____ Hardy Katz
DATED: November __, 2012	 _____ Tod Aronovitz
DATED: November __, 2012	 _____ Marc Jacobson
DATED: November <u>27</u> , 2012	 <div style="border: 1px solid black; width: 150px; height: 20px; margin: 0 auto;"></div> _____ Sharon Brown
DATED: November __, 2012	 _____ Al Smith
DATED: November __, 2012	 _____ Alfred Camner

(b)(6)

The Parties, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the dates indicated below.

DATED: November ____, 2012	 _____ Neil Messinger
DATED: November ____, 2012	 _____ Al Bernkrant
DATED: November ____, 2012	 _____ Brad Weiss
DATED: November ____, 2012	 _____ Hardy Katz
DATED: November ____, 2012	 _____ Tod Aronovitz
DATED: November ____, 2012	 _____ Marc Jacobson
DATED: November ____, 2012	 _____ Sharon Brown
DATED: November <u>2</u> , 2012 <i>December 17th 2012</i>	 <div style="border: 1px solid black; width: 150px; height: 20px; display: inline-block;"></div> _____ Al Smith
DATED: November ____, 2012	 _____ Alfred Camner

(b)(6)

The Parties, themselves or through their duly authorized representatives, have caused this Agreement to be executed as of the dates indicated below.

DATED: November ____, 2012	Neil Messinger
DATED: November ____, 2012	Al Bernkrant
DATED: November ____, 2012	Brad Weiss
DATED: November ____, 2012	Hardy Katz
DATED: November ____, 2012	Tod Aronovitz
DATED: November ____, 2012	Marc Jacobson
DATED: November ____, 2012	Sharon Brown
DATED: November ____, 2012	Al Smith
DATED: November 14 5, 2012	<div style="border: 1px solid black; width: 200px; height: 20px; margin: 0 auto;"></div> Alfred Camner

(b)(6)

(b)(6) DATED: November 20, 2012	<div style="border: 1px solid black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px;"></div>
DATED: November __, 2012	<div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px;"></div>
DATED: November __, 2012	Humberto Lopez Ramiro Ortiz FEDERAL DEPOSIT INSURANCE CORPORATION By: _____ Steven E. Smith, Counsel
DATED: November __, 2012	LOUISIANA MUNICIPAL POLICE EMPLOYEES' RETIREMENT SYSTEM AND OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM By: _____
DATED: November __, 2012	_____ Clifford A. Zucker, as Plan Administrator

(b)(6)

(b)(6)

DATED: November __, 2012	_____ Humberto Lopez
DATED: November __, 2012	_____ Ramiro Ortiz
DATED: November __, 2012	FEDERAL DEPOSIT INSURANCE CORPORATION By: _____ Steven E. Smith, Counsel
DATED: November __, 2012	LOUISIANA MUNICIPAL POLICE EMPLOYEES' RETIREMENT SYSTEM AND OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM By: _____ <i>Council for Local Officials</i>
DATED: November __, 2012	_____ Clifford A. Zucker, as Plan Administrator

(b)(6)

DATED: November __, 2012	_____ Humberto Lopez
DATED: November __, 2012	_____ Ramiro Ortiz
DATED: November <u>11</u> , 2012 <i>Jan 2013</i>	FEDERAL DEPOSIT INSURANCE CORPORATION By: _____ Steven E. Smith, Counsel
DATED: November __, 2012	LOUISIANA MUNICIPAL POLICE EMPLOYEES' RETIREMENT SYSTEM AND OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM By: _____
DATED: November __, 2012	_____ Clifford A. Zucker, as Plan Administrator

(b)(6)

DATED: November ____, 2012	 Humberto Lopez
DATED: November ____, 2012	 Ramiro Ortiz
DATED: November ____, 2012	FEDERAL DEPOSIT INSURANCE CORPORATION By: _____ Steven E. Smith, Counsel
DATED: November ____, 2012	LOUISIANA MUNICIPAL POLICE EMPLOYEES' RETIREMENT SYSTEM AND OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM By: _____
DATED: December 5, 2012	<div style="border: 1px solid black; width: 150px; height: 20px; margin-bottom: 5px;"></div> Clifford A. Zucker, as Plan Administrator

(b)(6)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the **NOTICE OF FILING OF FULLY EXECUTED SUPPLEMENTAL SETTLEMENT AND RELEASE AGREEMENT DATED** was served: (i) via the Court's CM/ECF notification to those parties who are registered CM/ECF participants in this case on January 11, 2013; and (ii) via electronic mail on the Plan Committee on January 11, 2013.

Dated: January 11, 2013

/s/ Todd C. Meyers
Todd C. Meyers

BANKUNITED FINANCIAL CORPORATION et al.
CASE NO. 09-19940-LMI

ECF SERVICE LIST

Electronic Mail Notice List

The following is the list of parties who are currently on the list to receive e-mail notice/service for this case:

Vincent F Alexander on behalf of Plaintiff Official Committee of Unsecured Creditors of BankUnited Financial Corporation and Related Debtors

(b)(6) [Redacted]

Brett M Amron on behalf of Debtor BankUnited Financial Corporation

(b)(6) [Redacted]

Johanna Armengol on behalf of U.S. Trustee Office of the US Trustee

(b)(6) [Redacted]

Paul J. Battista on behalf of Creditor Alfred Camner

(b)(6) [Redacted]

Mark D. Bloom on behalf of Debtor BankUnited Financial Corporation

(b)(6) [Redacted]

Mark D. Bloom on behalf of Plaintiff BU Realty Corporation

(b)(6) [Redacted]

Francis L. Carter on behalf of Mediator Francis Carter

(b)(6) [Redacted]

Shawn M Christianson on behalf of Creditor Oracle USA, Inc.

(b)(6) [Redacted]

City of Homestead, FL

(b)(6) [Redacted]

City of Miramar, FL

(b)(6) [Redacted]

John R. Dodd on behalf of Plaintiff BankUnited Financial Corporation

(b)(6) [Redacted]

Stephen P. Drobny on behalf of Debtor BankUnited Financial Corporation

(b)(6) [Redacted]

Douglas R. Gonzales on behalf of Creditor City of Homestead, FL

(b)(6) [Redacted]

Matthew D Grosack on behalf of Creditor Federal Deposit Insurance Corporation,

(b)(6) [Redacted]

Scott M. Grossman on behalf of Debtor BankUnited Financial Corporation

(b)(6) [Redacted]

Scott M. Grossman on behalf of Interested Party BankUnited Financial Services, Incorporated

(b)(6) [Redacted]

Robert J Hauser on behalf of Creditor CF West Palm Office L.P.

(b)(6) [Redacted]

Hollie N Hawn on behalf of Creditor Broward County Revenue Collector

(b)(6) [Redacted]

Brian W Hockett on behalf of Interested Party BankUnited, FSB ("New Bank")

(b)(6) [Redacted]

Christina M Kennedy on behalf of Creditor Deutsche Bank National Trust Company

(b)(6) [Redacted]

Jeffrey T. Kucera on behalf of Creditor Camden Asset Management

(b)(6) [Redacted]

Peter H Levitt on behalf of Debtor BankUnited Financial Corporation

(b)(6) [Redacted]

Coral Lopez-Castro on behalf of Creditor Committee Creditors Committee

(b)(6) [Redacted]

Todd C Meyers on behalf of Creditor Committee Official Committee of Unsecured Creditors

(b)(6) [Redacted]

Miami-Dade County Tax Collector

(b)(6) [Redacted]

Dennis A. Nowak on behalf of Interested Party Humberto Lopez

(b)(6) [Redacted]

Office of the US Trustee

(b)(6) [Redacted]

Geoffrey T Raicht on behalf of Defendant Federal Deposit Insurance Corporation, as Receiver for BankUnited, FSB

(b)(6) [Redacted]

Patricia A Redmond on behalf of Interested Party BankUnited, FSB ("New Bank")

(b)(6) [Redacted]

Raquel A Rodriguez on behalf of Creditor Federal Deposit Insurance Corporation,

(b)(6) [Redacted]

Ariel Rodriguez on behalf of U.S. Trustee Office of the US Trustee

(b)(6) [Redacted]

David Samole on behalf of Creditor Committee Official Committee of Unsecured Creditors

(b)(6) [Redacted]

Michael C Sontag on behalf of Debtor BankUnited Financial Corporation

(b)(6) [Redacted]

Jonathan C. Vair on behalf of Interested Party Lawrence Blum

(b)(6) [Redacted]

Mark J Wolfson on behalf of Creditor Deutsche Bank National Trust Company

(b)(6) [Redacted]

Andrew D. Zaron on behalf of Creditor U.S. Bank, N.A.

(b)(6) [Redacted]

Via Electronic Mail to the Plan Committee:

(b)(6) [Redacted]