SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 12th day of November 2013, by, between, and among the following undersigned parties: The Plaintiff Federal Deposit Insurance Corporation, as Receiver of BankUnited, FSB ("FDIC-R"), and F.T.S. Real Estate Appraisals & Consulting, Inc., Howard O. Stevens, and Frederick T. Smith (collectively the "Settling Defendants"). (Individually, the FDIC-R and the Settling Defendants may be referred to herein as "Party" and collectively as the "Parties").

RECITALS

WHEREAS:

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

On May 21, 2009, the Bank was closed by the Office of Thrift Supervision and pursuant to 12 U.S.C. § 1821(c), the FDIC was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC as Receiver succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets.

On May 18, 2012, the FDIC-R filed a complaint for money damages against the Settling Defendants. Those claims for damages are now pending in the United States District Court for the Southern District of Florida in *Federal Deposit Insurance Corporation as Receiver for BankUnited, FSB v. Howard O. Stevens, Frederick T. Smith, and F.T.S. Real Estate Appraisals & Consulting, Inc.*, Case No. 12-cv-80534-KAM (the "Action"). The Settling Defendants have denied liability for the FDIC-R's claims.

The undersigned parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of further 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, the Settling Defendants agree to pay the FDIC-R the sum of One Hundred Fifty Thousand Dollars ($150,000) ("the Settlement Funds") to Welbaum Guernsey's, Counsel for FDIC-R, Trust Account on or beforeDecember 3, 2013, or within twenty (20) days of execution by all parties to this Agreement, whichever is sooner in settlement of the action.

B. In addition, and without waiving any other rights that the FDIC-R may have, in the event that Settlement Funds are not received by the FDIC-R on or beforeDecember 3, 2013, or within twenty (20) days of execution by all parties to this Agreement, whichever is sooner, then, with respect to the Settling Defendants, that fail to deliver the Settlement Funds only, the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of all Settlement Funds to declare this Agreement null and void, shall have the right to extend this Agreement for any period of time until it receives all Settlement Funds, and/or shall have the right to enforce this Agreement against the Settling Defendants, failing to deliver their share of the Settlement Funds, in which event the non-delivering Settling Defendants, agree to jurisdiction in Federal District Court in Florida and agree to pay all of the FDIC-R's reasonable attorney's fees expended in enforcing the terms of this Agreement. Any decision by the FDIC-R to extend the terms of this Agreement or to accept a portion of the Settlement Funds shall not prejudice its rights to declare this Agreement null and void with respect to the non-delivering Settling Defendants, at any time prior to receipt of all Settlement Funds or to enforce the terms of this

Settlement Agreement; provided however, that in the event the FDIC-R declares this Agreement null and void, the FDIC-R will return all amounts paid to it under this Agreement by the non-delivering Settling Defendants. In no event shall the FDIC-R declare this Agreement null and void with respect to any Settling Defendant that has delivered its share of the Settlement Funds on or beforeDecember 3, 2013, or within twenty (20) days of execution by all parties to this Agreement, whichever is sooner. The failure of one Settling Defendant to deliver its share of the Settlement Funds shall not affect the validity of this Agreement with respect to a Settling Defendant that has delivered its share of the Settlement Funds.

SECTION II: Stipulation and Dismissal

Upon execution of this Agreement by each of the undersigned Parties, and receipt of the Settlement Funds, the FDIC-R shall dismiss the Action. The undersigned Parties agree to enter stipulation(s) providing that the dismissal(s) set forth above shall be with prejudice, with each party to bear its own costs as these were originally incurred.

SECTION III: Releases

A. Release of Individual Settling Defendants by FDIC-R.

Effective upon receipt in full of the settlement funds and dismissal described in SECTION(S) I and II above, and except as provided in PARAGRAPH(S) III.C., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges each of the Settling Defendants and their respective heirs, executors, administrators, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that arise from or relate to, the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties and actions including without limitation the causes of action alleged in the

Action.

B. Release of FDIC-R by the Settling Defendants.

Effective simultaneously with the release granted in PARAGRAPH III.A. above, the Settling Defendants, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge FDIC-R, and its employees, officers, directors, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of the Settling Defendants' respective functions, duties and actions that arise from or relate to the Action.

C. Express Reservations From Releases By FDIC-R.

1. Notwithstanding any other provision, by 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 claims or causes of action:

a. against the Settling Defendants 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 in this Agreement; and

c. which are not expressly released in Paragraphs III.A. above.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and

authority of the FDIC in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action which may arise by operation of law, rule or regulation.

3. Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office for the Southern District of Florida or any other federal judicial district. In addition, the FDIC-R specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, et. seq., if appropriate.

SECTION IV: Representations and Acknowledgements

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 that this Agreement is not an admission or evidence of liability by any of them regarding any claim or proceeding arising out of the subject matter of the Action. Defendants specifically deny any liability or negligence with respect to the subject matter of the Action. The defendants and defendants' insurance company have decided to resolve this matter in consideration of the time and expense of future litigation. Accordingly, this Agreement should not be considered evidence of wrongful conduct.

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 the respective 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 heirs, executors, administrators, representatives, 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 Florida.

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 party or parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. Reasonable Cooperation. The undersigned parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry, of any documents necessary to conclude the Action, and to otherwise perform the terms of this Agreement.

G. 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 or her counsel.

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.

Date: 11-12-2013 **FEDERAL DEPOSIT INSURANCE CORPORATION**

As RECEIVER FOR BANKUNITED, FSB

(b)(6)

BY: [redacted]

TITLE: ______________________

PRINT NAME: ______________________

Date: ____________ **F.T.S. REAL ESTATE APPRAISALS &**

CONSULTING, INC.

BY: ______________________

TITLE: ______________________

PRINT NAME: ______________________

Date: 11/22/13 **HOWARD O. STEVENS**

(b)(6)

[redacted] ________

Date: ____________ **FREDERICK T. SMITH**

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by each of them or their duly authorized representatives on the dates hereinafter subscribed.

Date: 11-12-2013

FEDERAL DEPOSIT INSURANCE CORPORATION

As RECEIVER FOR BANKUNITED, FSB

(b)(6)

BY: [redacted]

TITLE: ______________________

PRINT NAME: ______________________

Date: 11/22/2013

F.T.S. REAL ESTATE APPRAISALS & CONSULTING, INC.

(b)(6)

BY: [redacted]

TITLE: PRESIDENT / APPRAISER

PRINT NAME: FREDERICK SMITH

Date: ____________

HOWARD O. STEVENS

____

Date: 11/22/2013

FREDERICK T. SMITH

(b)(6)

[redacted]