

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

In re BankUnited Securities Litigation

THIS DOCUMENT RELATES TO:
ALL ACTIONS

CASE NO. 08-CIV-22572-COOKE/TURNOFF

PROOF OF CLAIM AND RELEASE

GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing, and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice") that accompanies this Proof of Claim and Release (the "Claim Form") and the Plan of Allocation of the Net Settlement Fund included therein (the "Plan of Allocation"). The Notice and Plan of Allocation describe the proposed Settlement, how Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed, if any, or all of the Settlement and the Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Proof of Claim and Release. By signing and submitting the Proof of Claim and Release, you will be certifying that you have read and that you understand the Notice.

2. TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, BY FIRST-CLASS MAIL, POSTAGE PREPAID, POSTMARKED NO LATER THAN JULY 3, 2012, ADDRESSED TO:

BankUnited Securities Litigation
c/o Rust Consulting, Inc.
P.O. Box 2584
Faribault, MN 55021-9584

3. This Proof of Claim and Release is directed to members of the Class. The Class consists of all persons or entities who purchased or acquired shares of BankUnited common stock during the period from October 24, 2006 through and including June 18, 2008 and who were damaged thereby. Excluded from the Class are the following persons or entities: (i) Defendants; (ii) members of the immediate family of any Defendant; (iii) any entity in which any Defendant has a controlling interest; (iv) any person who was an officer or director of BankUnited during the Class Period; and (v) the legal representatives, heirs, successors or assigns of any such excluded party. Also excluded from the Class is any Class Member who excludes himself, herself or itself by filing a request for exclusion in accordance with the requirements set forth in the Notice. **IF YOU ARE NOT A CLASS MEMBER, OR IF YOU REQUEST EXCLUSION FROM THE CLASS, DO NOT SUBMIT A CLAIM FORM.**

4. If you are a Class Member and you do not, or someone acting on your behalf does not, submit a timely request for exclusion from the Class, you will be bound by the terms of any Judgment that the Court enters, whether or not you submit a Claim Form. The Judgment will enjoin the filing or continued prosecution of Settled Claims, and also release the Settled Claims against the Released Parties, including those that are subject to pending lawsuits.

5. To recover as a Class Member, you must complete and sign this Proof of Claim and Release and mail it to the Claims Administrator postmarked no later than July 3, 2013. If you fail to file a timely, properly addressed, and completed Proof of Claim and Release, your claim may be rejected and you may be precluded from receiving any distribution from the Net Settlement Fund, but you will nevertheless be bound by the terms of the Judgment.

6. Submission of this Proof of Claim and Release does not ensure that you will share in the proceeds of the Net Settlement Fund. Distributions from the Net Settlement Fund are governed by the Plan of Allocation approved by the Court. The proposed Plan of Allocation, which is subject to Court approval, is included in the accompanying Notice.

7. Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiffs, Plaintiffs' Lead Counsel, Defendants and their respective counsel, or the Claims Administrator or other agent designated by Plaintiffs' Lead Counsel or the Released Parties arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation, or further orders of the Court. Lead Plaintiffs, Defendants, their respective counsel, and all other Released Parties shall have no responsibility or liability whatsoever for the investment or distribution of the Total Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of taxes owed by the Total Settlement Fund, or any losses incurred in connection therewith.

8. You are required to submit genuine and sufficient documentation for all your transactions in BankUnited common stock during the Class Period, *i.e.*, between October 24, 2006 through and including June 18, 2008. In addition, you are required to submit genuine and sufficient documentation to show your holdings in BankUnited common stock as of the opening of the Class Period and as of the close of the Class Period. This documentation may be photocopies of stockbrokers' confirmation slips; stockbrokers' monthly statements reflecting your opening and closing balances for the months specified on the Claim Form, and in which transactions during the Class Period occurred. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator.**

9. Please note that "short sales" are not covered by the Plan of Allocation.

10. All joint purchasers must each sign this Proof of Claim and Release.

11. Agents, executors, administrators, guardians, and trustees must complete and sign the Proof of Claim and Release on behalf of persons represented by them and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the BankUnited common stock; and
- (c) furnish herewith evidence of their authority to bind to the Proof of Claim and Release the person or entity on whose behalf they are acting. (Authority to complete and sign a Proof of Claim and Release cannot be established by stockbrokers only demonstrating that they have discretionary authority to trade stock in another's accounts.)

12. By submitting a signed Proof of Claim and Release, you will be swearing that you:

- (a) own(ed) the BankUnited common stock you have listed in the Proof of Claim and Release; or
- (b) are expressly authorized to act on behalf of the beneficial owner(s) thereof.

13. By submitting a signed Proof of Claim and Release you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Proof of Claim form, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-866-686-3510, or visit its website www.BankUnitedSecuritiesClassAction.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written paper acknowledgment of receipt and acceptance of electronically submitted data.

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions made in BankUnited common stock) during the Class Period on one Proof of Claim, no matter the number of accounts in which the transactions occurred.

MUST BE POSTMARKED
NO LATER THAN
JULY 3, 2013

IN RE: BANKUNITED SECURITIES LITIGATION
PROOF OF CLAIM AND RELEASE

For Official Use Only

03

Please Type or Print

Use Blue or Black Ink Only

Page 1 of 4



PART I. CLAIMANT IDENTIFICATION - Complete either Section A or B and then proceed to C. Please type or print.

A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to B.

Last Name (Beneficial Owner)

First Name (Beneficial Owner)

Last Name (Joint Beneficial Owner, if applicable)

First Name (Joint Beneficial Owner)

Name of IRA Custodian, if applicable

If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).

B. Complete this Section ONLY if the Beneficial Owner is an Entity; i.e., corporation, trust, estate, etc. Then, proceed to C.

Entity Name

Name of Representative, if applicable (Executor, administrator, trustee, c/o, etc.)

C. Account/Mailing Information:

Specify one of the following:

Individual(s) Corporation UGMA Custodian IRA Partnership Estate Trust

Other:

Number and Street or P.O. Box

City

State

Zip Code

Foreign Province and Postal Code

Foreign Country

Telephone Number (Day)

Telephone Number (Evening)

E-mail Address

Account Number

Enter Taxpayer Identification Number below for the Beneficial Owner(s).

Social Security No. (for individuals)

or Taxpayer Identification No.

Check here if Claimant was an officer, director or partner of BankUnited Financial Corp., at any time between October 24, 2006 through and including June 18, 2008. If so, state position(s) held, and dates of employment or affiliation:





PART II. SCHEDULE OF TRANSACTIONS IN BANKUNITED COMMON STOCK

Separately list each of your purchases and sales of BankUnited common stock. Attach a separate schedule if more space is needed. **Be sure to include your name and Social Security number or Tax ID number on additional sheets.** The date of purchase or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

Check here if additional transactions are included on separate schedules.

BEGINNING HOLDINGS

1. Number of shares of BankUnited common stock *held at the opening of trading on October 24, 2006.* (If none, write "zero" or "0". If other than zero, be sure to attach the required documentation.)
Number of Shares

COMMON STOCK PURCHASES

2. List (in chronological order) all **purchases** of BankUnited common stock between **October 24, 2006** and **June 18, 2008**, inclusive. (NOTE: If you acquired BankUnited common stock during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page.) Be sure to attach the required documentation

Date(s) of Purchase (List Chronologically) Month/Day/Year	Number of Shares of Common Stock Purchased	Purchase Price Per Share of Common Stock	Amount Paid (Excluding Commissions, Taxes & Fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

COMMON STOCK SALES

3. List (in chronological order) all **sales** of BankUnited common stock made between **October 24, 2006** and **June 18, 2008**, inclusive. Be sure to attach the required documentation.

If you did not sell any shares during this period, check here.

Date(s) of Sale (List Chronologically) Month/Day/Year	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Amount Received (Excluding Commissions, Taxes & Fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ENDING HOLDINGS

4. Number of shares of BankUnited common stock *held at the close of trading on June 18, 2008:* If you did not own any shares as of the close of trading on June 18, 2008, write "zero" or "0". Be sure to attach the required documentation.
Number of Shares

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.



PART III. RELEASE OF CLAIMS AND SIGNATURE

Definitions - For the purpose of the Proof of Claim, defined terms have the following meanings. (Other defined terms have the meanings given them in the Stipulation and Agreement of Settlement (the “Stipulation”).

“Effective Date” means the date the Judgment becomes Final (as defined in the Stipulation).

“Judgment” means the Order entered by the Court, if and upon approval of the Settlement, dismissing the Action with prejudice and without costs to any Released Party, certifying the Class for settlement purposes, releasing all Settled Claims as against the Released Parties, and enjoining Class Members from instituting, continuing or prosecuting any action asserting any Settled Claims against any Released Party.

“Settled Claims” means any and all claims, debts, demands, actions, causes of action, specialties, covenants, contracts, variances, damages, executions, rights, suits, sums, accounts, reckonings, presentments, extents and any other liabilities, fixed or contingent, matured or not matured, of or by the Class, or any member or representative of the Class, as against the Released Parties (as defined herein), including both known claims and unknown claims, whether class or individual in nature, that were asserted, could have been asserted, could in the future be asserted, or are related to the claims that were, could have been, or could in the future be asserted, in the BankUnited Securities Litigation or in any other action or proceeding, or otherwise, by the Class, or by any member or representative of the Class (including, without limitation, any claims for alleged violations of federal or state statutory or common law, or any other law, and for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), arising from or relating to the purchase or acquisition of shares of the common stock of BankUnited during the Class Period. However, the Settled Claims do not include the claims related to the enforcement of the Settlement.

“Unknown Claims” means any and all Settled Claims which any Plaintiff or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Parties’ Claims which any Defendant or any other Released Party does not know or suspect to exist in his, her or its favor at the time of the release of such claims, which if known by him, her or it might have affected his, her or its decision(s) with respect to the applicable Settlement. With respect to any and all Settled Claims and Released Parties’ Claims, the parties stipulate and agree that upon the Effective Date, Lead Plaintiffs and Defendants shall expressly waive, and each other Class Member and each other Released Party shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs and Defendants acknowledge, and each other Class Member and each other Released Party by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Released Parties’ Claims was separately bargained for and was a key element of the Settlement.

“Released Parties” means any and all of the Defendants, the D&O Insurer, and BankUnited’s and its affiliates’ current and former officers, directors, employees, partners, subsidiaries, heirs, executors, representatives, parents, predecessors, successors, assigns, trusts, benefits committees, or other individuals or entities in which any of the Defendants has a controlling interest.

The Release

I (We) understand and acknowledge that without further action by anyone, on and after the Effective Date for the approved Settlement, each Class Member, ***including Class Members who have pending or later initiate any other actions, arbitrations, or other proceedings against any of the Defendants, or any other Released Party relating to the Settled Claims***, as to whom the relevant Settlement has (have) become Final, on behalf of themselves, their heirs, executors, administrators, predecessors, successors, assigns, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the relevant Judgment shall have fully, finally, and forever released, waived, relinquished, settled, dismissed and discharged all Settled Claims against each and every one of the Released Parties, under the terms of the effective Settlement, including such Settled Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on



behalf of, such Class Member; **provided, however**, that nothing in the Judgment shall bar any action or claim to enforce the terms of the Stipulation or the Judgment.

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim and Release, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

- 1. that the Claimant(s) is a (are) Class Member(s), as defined in the Notice;
- 2. that I (we) have read and understand the contents of the Notice and the Proof of Claim;
- 3. that I (we) are not acting for any of the Defendants, nor am I (are we) such a Defendant or otherwise excluded from the Class;
- 4. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in BankUnited common stock;
- 5. that I (we) own(ed) the BankUnited common stock identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
- 6. that Claimant(s) may be entitled to receive a distribution from the Net Settlement Fund;
- 7. that Claimant(s) desires (desire) to participate in the Settlement described in the Notice and agrees (agree) to the terms and conditions thereof;
- 8. that I (we) submit to the jurisdiction of the United States District Court for the Southern District of Florida for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim;
- 9. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties or the Court may require;
- 10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim; and
- 11. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim are true and correct and that the documents submitted herewith are true and genuine.

Executed this _____ day of _____, 2013 in _____, _____.
(City) (State/Country)

Signature of Claimant

(Type/print name of Claimant)

Signature of Joint Claimant, if any

(Type/print name of Joint Claimant, if any)

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of Claimant

(Type/print name of person signing on behalf of Claimant)

Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, etc.)

REMINDER CHECKLIST

1. Please sign the Certification Section of the Proof of Claim and Release form.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll-free at 1-866-686-3510.
7. If you move, please send your new address to:

BankUnited Securities Litigation
c/o Rust Consulting, Inc.
P.O. Box 2584
Faribault, MN 55021-9584

Do not use highlighter on the Proof of Claim and Release form or supporting documentation.

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN JULY 3, 2013,
AND MUST BE MAILED TO:

BankUnited Securities Litigation
c/o Rust Consulting, Inc
P.O. Box 2584
Faribault, MN 55021-9584

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE
