

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2015  
Commission file number: 001-35039

**BankUnited, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)  
**14817 Oak Lane, Miami Lakes, FL**  
(Address of principal executive offices)

**27-0162450**  
(I.R.S. Employer  
Identification No.)  
**33016**  
(Zip Code)

**(305) 569-2000**

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.01 par value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a "smaller reporting company."

Large accelerated filer  Accelerated filer  Non-accelerated filer   
(Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the voting and non-voting common stock held by non-affiliates of the registrant on June 30, 2015 was \$3,624,564,361.

The number of outstanding shares of the registrant's common stock, \$0.01 par value, as of February 24, 2016, was 104,191,395.

**DOCUMENTS INCORPORATED BY REFERENCE:**

Portions of the registrant's definitive proxy statement for the 2016 annual meeting of stockholders are incorporated by reference in this Annual Report on Form 10-K in response to Part II. Item 5 and Part III. Items 10, 11, 12, 13 and 14.

**BANKUNITED, INC.**  
**Form 10-K**  
**For the Year Ended December 31, 2015**  
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## Forward-Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "anticipate," "expect," "intend," "plan," "believe," "seek," "estimate," "project," "predict," "will" and similar expressions identify forward-looking statements.

These forward-looking statements are based on management's current views with respect to future results, and are subject to risks and uncertainties. Forward-looking statements are based on beliefs and assumptions made by management using currently available information, such as market and industry materials, historical performance and current financial trends. These statements are only predictions and are not guarantees of future performance. The inclusion of forward-looking statements should not be regarded as a representation by the Company that the future plans, estimates or expectations contemplated by a forward-looking statement will be achieved. Forward-looking statements are subject to various risks and uncertainties and assumptions, including those relating to the Company's operations, financial results, financial condition, business prospects, growth strategy and liquidity. If one or more of these or other risks or uncertainties materialize, or if the Company's underlying assumptions prove to be incorrect, the Company's actual results could differ materially from those contemplated by a forward-looking statement. These risks and uncertainties include, without limitation:

- the impact of conditions in the financial markets and economic conditions generally;
- credit risk, relating to our portfolios of loans, leases and investments overall, as well as loans and leases exposed to specific industry conditions;
- real estate market conditions and other risks related to holding loans secured by real estate or real estate received in satisfaction of loans;
- an inability to successfully execute our fundamental growth strategy;
- geographic concentration of the Company's markets in Florida and the New York metropolitan area;
- natural or man-made disasters;
- risks related to the regulation of our industry;
- inadequate allowance for credit losses;
- interest rate risk;
- liquidity risk;
- loss of executive officers or key personnel;
- competition;
- dependence on information technology and third party service providers and the risk of systems failures, interruptions or breaches of security;
- failure to comply with the terms of the Company's Loss Sharing Agreements (as defined below) with the FDIC (as defined below);
- inadequate or inaccurate forecasting tools and models;
- ineffective risk management or internal controls;
- a variety of operational, compliance and legal risks; and
- the selection and application of accounting methods and related assumptions and estimates.

Additional factors are set forth in the Company's filings with the Securities and Exchange Commission, or the SEC, including this Annual Report on Form 10-K.

Forward-looking statements speak only as of the date on which they are made. The Company expressly disclaims any obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law.

As used herein, the terms the "Company," "we," "us," and "our" refer to BankUnited, Inc. and its subsidiaries unless the context otherwise requires.

## PART I

### Item 1. Business

#### Summary

BankUnited, Inc. ("BankUnited, Inc." or "BKU"), with total consolidated assets of \$23.9 billion at December 31, 2015, is a national bank holding company with one wholly-owned subsidiary, BankUnited, National Association ("BankUnited" or the "Bank"), collectively, the Company. BankUnited, a national banking association headquartered in Miami Lakes, Florida, provides a full range of banking services to individual and corporate customers through 98 branches located in 15 Florida counties and 6 banking centers in the New York metropolitan area. The Bank also provides certain commercial lending products on a national platform. The Company has built, through organic growth and, to a lesser extent, acquisitions, a premier commercially focused regional bank with a long-term value oriented business model serving primarily small and medium sized businesses. We endeavor to provide relationship focused, personalized customer service and offer a full range of traditional banking products and services to both our commercial and retail customers.

BankUnited, Inc. was organized by a management team led by our Chairman, President and Chief Executive Officer, John A. Kanas and was initially capitalized with \$945.0 million by a group of investors. On May 21, 2009, BankUnited acquired substantially all of the assets and assumed all of the non-brokered deposits and substantially all other liabilities of BankUnited, FSB (the "Failed Bank"), from the Federal Deposit Insurance Corporation ("FDIC"), in a transaction which we refer to as the FSB Acquisition. On February 2, 2011, we completed the initial public offering ("IPO") of our common stock.

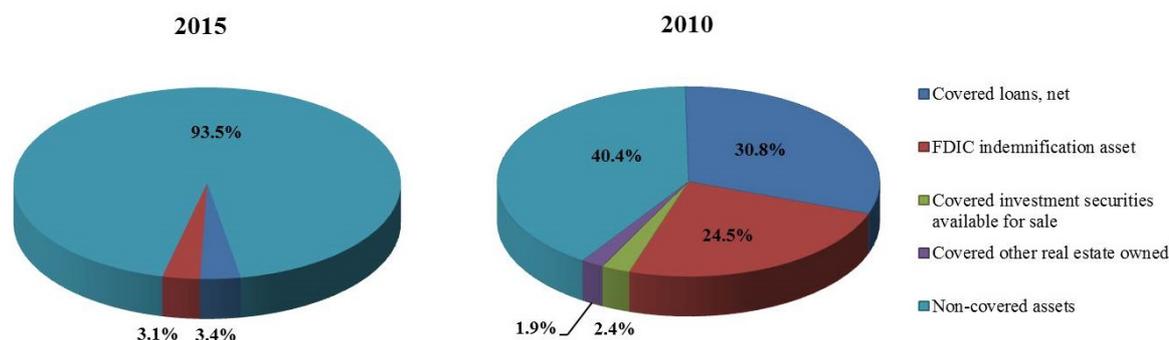
#### The FSB Acquisition

On May 21, 2009, BankUnited entered into a purchase and assumption agreement (the "Purchase and Assumption Agreement") with the FDIC, Receiver of the Failed Bank, to acquire substantially all of the assets and assume all of the non-brokered deposits and substantially all other liabilities of the Failed Bank. Excluding the effects of acquisition accounting adjustments, BankUnited acquired \$13.6 billion of assets and assumed \$12.8 billion of liabilities. The fair value of the assets acquired was \$10.9 billion and the fair value of the liabilities assumed was \$13.1 billion. BankUnited received net cash consideration from the FDIC in the amount of \$2.2 billion.

The acquired assets included \$5.0 billion of loans with a corresponding unpaid principal balance ("UPB") of \$11.2 billion, a \$3.4 billion FDIC indemnification asset, \$539 million of investment securities, \$1.2 billion of cash and cash equivalents, \$178 million of foreclosed assets and \$591 million of other assets. Liabilities assumed included \$8.3 billion of non-brokered deposits, \$4.6 billion of Federal Home Loan Bank ("FHLB") advances, and \$112 million of other liabilities.

Concurrently with the FSB Acquisition, the Bank entered into two loss sharing agreements with the FDIC, which we refer to as the "Loss Sharing Agreements." The Loss Sharing Agreements cover certain legacy assets, including the entire legacy loan portfolio and other real estate owned ("OREO") and certain purchased investment securities. We refer to assets covered by the Loss Sharing Agreements as covered assets or, in certain cases, covered loans or covered securities. The Loss Sharing Agreements do not apply to subsequently acquired, purchased or originated assets. At December 31, 2015, the covered assets, consisting of residential loans and OREO, had an aggregate carrying value of \$818 million. The total UPB of the covered assets at December 31, 2015 was \$2.1 billion.

The following charts illustrate the percentage of total assets represented by covered assets and the FDIC indemnification asset at December 31, 2015 and 2010, reflecting the change in balance sheet composition over time:



Pursuant to the terms of the Loss Sharing Agreements, the covered assets are subject to a stated loss threshold whereby the FDIC will reimburse the Bank for 80% of losses up to a \$4.0 billion stated threshold and 95% of losses in excess of the \$4.0 billion stated threshold, calculated, in each case, based on UPB (or, for investment securities, unamortized cost basis) plus certain interest and expenses. The carrying value of the FDIC indemnification asset at December 31, 2015 was \$740 million. The Bank will reimburse the FDIC for its share of recoveries with respect to losses for which the FDIC paid the Bank a reimbursement under the Loss Sharing Agreements. The FDIC's obligation to reimburse the Company for losses with respect to the covered assets began with the first dollar of loss incurred. We have received reimbursements of \$2.7 billion for claims submitted to the FDIC under the Loss Sharing Agreements as of December 31, 2015.

The Loss Sharing agreements consist of a single family shared-loss agreement (the "Single Family Shared-Loss Agreement"), and a commercial and other loans shared-loss agreement, (the "Commercial Shared-Loss Agreement"). The Single Family Shared-Loss Agreement provides for FDIC loss sharing and the Bank's reimbursement for recoveries to the FDIC for ten years from May 21, 2009 for single family residential and home equity loans and OREO. The Commercial Shared-Loss Agreement provided for FDIC loss sharing for five years from May 21, 2009 and provides for the Bank's reimbursement for recoveries to the FDIC for eight years from May 21, 2009 for all other covered assets.

Under the terms of the Purchase and Assumption Agreement with the FDIC, the Bank may sell up to 2.5% of the covered loans based on the UPB at the date of the FSB Acquisition, or approximately \$280.0 million, on an annual basis without prior consent of the FDIC. Any losses incurred from such loan sales are covered under the Loss Sharing Agreements. Any loan sale in excess of the annual threshold requires approval from the FDIC to be eligible for loss share coverage. However, if the Bank seeks to sell residential loans in excess of the agreed 2.5% threshold in the nine months prior to the stated termination date of loss share coverage (May 21, 2019) and the FDIC refuses to consent, then the Single Family Shared-Loss Agreement will be extended for two years only with respect to the loans requested to be included in such sales. The Bank will have the right to sell all or any portion of such loans without FDIC consent at any time within the nine months prior to the respective extended termination date, and any losses incurred will be covered under the Loss Sharing Agreement. If exercised, this final sale mechanism ensures no residual credit risk in our covered loan portfolio that would otherwise arise from credit losses occurring after the termination dates of the Loss Sharing Agreement.

With respect to the Commercial Shared-Loss Agreement, FDIC loss sharing terminated on May 21, 2014. In the nine months prior to termination, requests for sales of non-residential loans were subject to the same terms as those discussed above for residential loans. In accordance with the terms of the Commercial Shared-Loss Agreement, the Bank requested and received approval from the FDIC to sell certain covered commercial and consumer loans and commercial OREO in the first quarter of 2014. See the sections entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Non-interest Income" and "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Termination of the Commercial Shared-Loss Agreement" for further discussion.

## **Our Market Areas**

Our primary banking markets are Florida, with the largest concentration being the Miami metropolitan statistical area, and the Tri-State market of New York, New Jersey and Connecticut. We believe both represent long-term attractive banking markets. We also operate several national commercial lending platforms and purchase residential loans on a national basis through established correspondent channels.

Our competitive strengths, including experienced management, lending and relationship banking teams, a strong capital position and scalable platform, continue to allow us to take advantage of opportunities across our markets.

According to estimates from the United States Census Bureau and SNL Financial, from 2010 to 2015, Florida added over 1.4 million new residents, the sixth most of any U.S. state, and, in 2015, had a total population of 20.3 million and a median household annual income of \$47,912. The Florida unemployment rate decreased to 5.0% at December 31, 2015. The Case-Shiller home price index for Florida reflected a year over year increase of 7% at September 30, 2015. According to CoStar Commercial Repeat-Sale Indices, commercial real estate values in the South region reflected a year over year increase of 11% at September 30, 2015. According to a report published in December, 2015 by the University of Central Florida, personal income in Florida will grow by 4.7% in 2015 and is expected to average 4.0% growth from 2015 to 2018 while Florida's Real Gross State Product is forecast to expand at an average annual rate of 3.2% from 2015 to 2018.

We had six banking centers in metropolitan New York at December 31, 2015 including four in Manhattan, one in Long Island and one in Brooklyn. According to SNL Financial, at June 30, 2015, the Tri-State area had approximately \$1.7 trillion in deposits, with the majority of the market concentrated in the New York metropolitan area. The New York unemployment rate decreased to 4.8% at December 31, 2015. According to CoStar Commercial Repeat-Sale Indices, commercial real estate values in the Northeast region reflected a year over year increase of 13% at September 30, 2015. The size and economic health of the

Tri-State market, coupled with the management team's experience in building a successful Northeast U.S. regional bank in the past, make us well positioned to continue our expansion and growth in this market.

Through three commercial lending subsidiaries of BankUnited, we engage in equipment and municipal finance on a national basis. The Bank also originates small business loans through programs sponsored by the U.S. Small Business Administration ("SBA") and to a lesser extent the U.S. Department of Agriculture ("USDA") and provides mortgage warehouse finance on a national basis. We refer to our three commercial lending subsidiaries, our small business finance unit, our mortgage warehouse lending operations and our residential loan purchase program as national platforms.

## **Products and Services**

### ***Lending and Leasing***

*General*—Our primary lending focus is to serve small and middle-market businesses, their executives and consumers with a variety of financial products and services, while maintaining a strong and disciplined credit culture.

We offer a full array of lending products that cater to our customers' needs including small business loans, commercial real estate loans, equipment loans and leases, term loans, formula-based loans, municipal loans and leases, commercial lines of credit, letters of credit and consumer loans. We also purchase performing residential loans through established correspondent channels on a national basis.

We have attracted and invested in experienced lending teams from competing institutions in our Florida, Tri-State and national markets, resulting in significant growth in our new loan portfolio. At December 31, 2015, our loan portfolio included \$15.8 billion in loans originated or purchased since the FSB Acquisition, or new loans, including \$12.8 billion in commercial and commercial real estate loans, \$2.9 billion in residential loans and \$35 million in consumer loans. A continued trend of strong loan growth in both the Florida and Tri-State markets and across our national lending and leasing platforms is a core component of our current business strategy.

*Commercial loans and leasing*—Our commercial loans, which are generally made to growing companies and middle-market businesses, include equipment loans and leases, secured and unsecured commercial and working capital lines of credit, formula-based loans, mortgage warehouse lines, taxi medallion loans, letters of credit, SBA product offerings and business acquisition finance credit facilities.

*Commercial real estate loans*—We offer term financing for the acquisition or refinancing of properties, primarily rental apartments, mixed-use commercial properties, industrial properties, warehouses, retail shopping centers, free-standing single-tenant buildings, office buildings and hotels. Other products that we provide include real estate secured lines of credit, acquisition, development and construction loan facilities and construction financing. We make commercial real estate loans secured by both owner-occupied and non-owner occupied properties. Construction lending is not a primary area of focus for us; construction and land loans comprised 2.1% of the loan portfolio at December 31, 2015.

*National Commercial Lending Platforms*—Through the Bank's three commercial lending subsidiaries, we provide municipal and equipment financing on a national basis. Pinnacle Public Finance, Inc. ("Pinnacle"), headquartered in Scottsdale, Arizona, offers essential use equipment financing to municipalities through loan, bond refunding and direct finance lease structures. United Capital Business Lending, Inc. ("UCBL") offers small business equipment leases and loans with a primary focus on franchise equipment finance. Bridge Capital Leasing, Inc ("Bridge") provides transportation equipment finance through loan, direct finance lease and operating lease structures. UCBL and Bridge are headquartered in Baltimore, Maryland; effective January 1, 2016, these entities were merged into a single legal entity, Bridge Funding Group, Inc. In 2015 we acquired the Small Business Finance Unit ("SBF") of CertusHoldings, Inc. (see Note 3 to the consolidated financial statements), enabling us to expand our small business lending platform on a national basis. SBF offers an array of SBA, and to a lesser extent, USDA products. We typically sell the government guaranteed portion of the loans SBF originates, and retain the unguaranteed portion in portfolio. We also engage in mortgage warehouse lending on a national basis.

*Residential mortgages*—At December 31, 2015, our portfolio of new 1-4 single family residential loans included \$2.4 billion of purchased loans and \$475 million of originated loans. We have historically originated mortgage loans in Florida and New York for portfolio and for sale into the secondary market. In January 2016, we terminated our retail mortgage origination business line. We purchase residential loans through select correspondent channels to diversify our loan portfolio, both by product type and geographically. While the credit parameters we use for purchased loans are substantially similar to the underwriting guidelines we used for originated loans, differences include: (i) loans are purchased on a nationwide basis, while originated loans have been limited to Florida and New York; (ii) purchased loans and loans originated for portfolio, on average, have higher principal balances than loans originated for sale; and (iii) we consider payment history in selecting which seasoned

loans to purchase, while such information is not available for originated loans. We do not originate or purchase negatively amortizing or sub-prime residential loans.

Home equity loans and lines of credit are not a significant component of the new loan portfolio.

*Consumer loans*—We offer consumer loans to our customers for personal, family and household purposes, including auto, boat and personal installment loans. At December 31, 2015, consumer loans were not a material component of our loan portfolio.

*Loan servicing*—We entered the residential mortgage servicing business in 2013; we have acquired servicing portfolios and have retained servicing on residential loans originated and sold into the secondary market. At December 31, 2015, we serviced residential mortgage loans with a UPB of \$755 million. We anticipate growing this business at a moderate pace, depending on market conditions, to take advantage of existing mortgage servicing capacity.

We service SBA loans originated and sold into the secondary market by SBF. We anticipate that this servicing business will expand as SBF originations grow. At December 31, 2015, we serviced \$452 million of SBA loans.

The balance of servicing assets was not material to the Company's consolidated financial statements at December 31, 2015.

### ***Credit Policy and Procedures***

The foundation underlying the Company's credit culture, policy and procedures is high credit quality standards, which enhance the long term value of the Company to its customers, employees, stockholders and communities. Credit quality is a key corporate objective that is managed in concert with other key objectives including volume growth, earnings and expense management.

Since lending represents risk exposure, our Board of Directors, its duly appointed committees and certain Bank-level committees seek to ensure that the Company maintains high credit quality standards. BankUnited, Inc. and the Bank have established asset oversight committees to administer the loan portfolio and monitor and manage credit risk. These committees include: (i) the Enterprise Risk Management Committee, (ii) the Credit Risk Management Committee and its Florida and New York regional subcommittees, (iii) the Asset Recovery Committee, and (iv) the Criticized Asset Committee. These committees meet at least quarterly.

The credit approval process provides for prompt and thorough underwriting and approval or decline of loan requests. The approval method used is a hierarchy of individual lending authorities for new credits and renewals. The Credit Risk Management Committee approves authorities for lending and credit personnel, which are ultimately submitted to our Board for ratification. Lending authorities are based on position, capability and experience of the individuals filling these positions. Authorities are periodically reviewed and updated.

BankUnited has established in-house borrower lending limits which are significantly lower than its legal lending limit of approximately \$376 million, at December 31, 2015. The in-house lending limit at December 31, 2015 was \$75 million based on total credit exposure of a borrower. This limit is reviewed periodically by the Credit Risk Management Committee and approved annually by the Board of Directors.

### ***Deposits***

We offer traditional deposit products including checking accounts, money market deposit accounts, savings accounts and certificates of deposit with a variety of terms and rates. Our deposits are insured by the FDIC up to statutory limits. Demand deposit balances are concentrated in commercial and small business accounts. Our service fee schedule and rates are competitive with other financial institutions in our markets.

### ***Investment Securities***

The primary objectives of our investment policy are to provide liquidity necessary for day-to-day operations, provide a suitable balance of high credit and diversified quality assets to the consolidated balance sheet, manage interest rate risk exposure, and generate acceptable returns given the Company's established risk parameters.

The investment policy is reviewed annually by our Board of Directors. Overall investment goals are established by our Board, Chief Executive Officer, Chief Financial Officer, and members of the Asset/Liability Committee ("ALCO"). The Board has delegated the responsibility of monitoring our investment activities to ALCO. Day-to-day activities pertaining to the investment portfolio are conducted within the Company's Treasury division under the supervision of the Chief Financial Officer.

## **Risk Management and Oversight**

Our Board of Directors oversees our risk management process, including the company-wide approach to risk management, carried out by our management. Our Board approves the Company's business plans and the policies that set standards for the nature and level of risk the Company is willing to assume. The Board receives reports on the Company's management of critical risks and the effectiveness of risk management systems. While our full Board maintains the ultimate oversight responsibility for the risk management process, its committees, including the audit and risk committee, the compensation committee and the nominating and corporate governance committee, oversee risk in certain specified areas.

Our Board has assigned responsibility to our Chief Risk Officer for maintaining a risk management framework to identify, manage and mitigate risks to the achievement of our strategic goals and objectives and ensure we operate in a safe and sound manner in accordance with the Board approved policies. We have invested significant resources to establish a robust enterprise-wide risk management framework to support the planned growth of our Company. Our framework is consistent with common industry practices and regulatory guidance and is appropriate to our size, growth trajectory and the complexity of our business activities. Significant elements include ongoing identification and assessments of risk, executive management level risk committees to oversee compliance with the Board approved risk policies and adherence to risk limits, and ongoing testing and reporting by independent internal audit, credit review, and regulatory compliance groups. Executive level oversight of the risk management framework is provided by the Enterprise Risk Management Committee which is chaired by the Chief Risk Officer and attended by the senior executives of the Company. Reporting to the Enterprise Risk Management Committee are sub-committees dedicated to guiding and overseeing management of critical categories of risk, including the Credit Risk Management, ALCO, Compliance Risk Management, Operational Risk Management, Corporate Disclosure, and Loss Share Compliance committees.

## **Marketing and Distribution**

We conduct our banking business through 98 branches located in 15 Florida counties as well as 6 banking centers in the New York metropolitan area as of December 31, 2015. Our distribution network also includes 100 ATMs, fully integrated on-line banking, mobile banking and a telephone banking service. We target growing companies and commercial and middle-market businesses, as well as individual consumers.

In order to market our products, we use local television, radio, digital, print and direct mail advertising as well as a variety of promotional activities, and provide sales incentives for our employees.

## **Competition**

Our markets are highly competitive. Our markets contain not only a large number of community and regional banks, but also a significant presence of the country's largest commercial banks. We compete with other state, national and international financial institutions located in our market areas as well as savings associations, savings banks and credit unions for deposits and loans. In addition, we compete with financial intermediaries such as consumer finance companies, mortgage banking companies, insurance companies, securities firms, mutual funds and several government agencies as well as major retailers, all actively engaged in providing various types of loans and other financial services. Our largest banking competitors in the Florida market include Bank of America, BB&T, BBVA Compass, HSBC, JPMorgan Chase, PNC, Regions Bank, Santander, Sabadell, SunTrust Banks, TD Bank and Wells Fargo and a number of community banks. In the Tri-State market, we also compete with, in addition to the national and international financial institutions listed, Capital One, Signature Bank, New York Community Bank, Valley National Bank, M&T Bank and numerous community banks.

Interest rates on both loans and deposits and prices of fee-based services are significant competitive factors among financial institutions generally. Other important competitive factors include office location, office hours, quality of customer service, availability of on-line and remote banking products, community reputation, continuity of personnel and services, and, in the case of larger commercial customers, relative lending limits and ability to offer sophisticated cash management and other commercial banking services. While we continue to provide competitive interest rates on both depository and lending products, we believe that we can compete most successfully by focusing on the financial needs of growing companies and their executives, consumers and commercial and middle-market businesses, and offering them a broad range of personalized services and sophisticated cash management tools tailored to their businesses.

## **Regulation and Supervision**

The U.S. banking industry is highly regulated under federal and state law. These regulations affect the operations of BankUnited, Inc. and its subsidiaries.

Statutes, regulations and policies limit the activities in which we may engage and the conduct of our permitted activities and establish capital requirements with which we must comply. Further, the regulatory system imposes reporting and information collection obligations. We incur significant costs relating to compliance with these laws and regulations. Banking statutes, regulations and policies are continually under review by federal and state legislatures and regulatory agencies, and a change in them, including changes in how they are interpreted or implemented, could have a material adverse effect on our business.

The material statutory and regulatory requirements that are applicable to us are summarized below. The description below is not intended to summarize all laws and regulations applicable to us.

#### *Bank and Bank Holding Company Regulation*

BankUnited is a national bank. As a national bank organized under the National Bank Act, BankUnited is subject to ongoing and comprehensive supervision, regulation, examination and enforcement by the Office of the Comptroller of the Currency ("OCC"). BankUnited is subject to certain commitments made to the OCC, in conjunction with its conversion to a national bank in 2012, regarding its business and capital plans.

Any entity that directly or indirectly controls a bank must be approved by the Federal Reserve Board under the Bank Holding Company Act of 1956 ("BHC Act") to become a bank holding company ("BHC"). BHCs are subject to regulation, inspection, examination, supervision and enforcement by the Federal Reserve Board under the BHC Act. The Federal Reserve Board's jurisdiction also extends to any company that is directly or indirectly controlled by a BHC.

BankUnited, Inc., which controls BankUnited, is a BHC and, as such, is subject to ongoing and comprehensive supervision, regulation, examination and enforcement by the Federal Reserve Board.

#### *FDIC Deposit Insurance*

The FDIC is an independent federal agency that insures the deposits of federally insured depository institutions up to applicable limits. The FDIC also has certain regulatory, examination and enforcement powers with respect to FDIC-insured institutions. The deposits of BankUnited are insured by the FDIC up to applicable limits. As a general matter, the maximum deposit insurance amount is \$250,000 per depositor.

#### *Broad Supervision, Examination and Enforcement Powers*

A principal objective of the U.S. bank regulatory system is to protect depositors by ensuring the financial safety and soundness of banking organizations. To that end, the banking regulators have broad regulatory, examination and enforcement authority. The regulators regularly examine the operations of banking organizations. In addition, banking organizations are subject to periodic reporting requirements.

The regulators have various remedies available if they determine that the financial condition, capital resources, asset quality, earnings prospects, management, liquidity or other aspects of a banking organization's operations are unsatisfactory. The regulators may also take action if they determine that the banking organization or its management is violating or has violated any law or regulation. The regulators have the power to, among other things:

- enjoin "unsafe or unsound" practices;
- require affirmative actions to correct any violation or practice;
- issue administrative orders that can be judicially enforced;
- direct increases in capital;
- direct the sale of subsidiaries or other assets;
- limit dividends and distributions;
- restrict growth;
- assess civil monetary penalties;
- remove officers and directors; and
- terminate deposit insurance.

The FDIC may terminate a depository institution's deposit insurance upon a finding that the institution's financial condition is unsafe or unsound or that the institution has engaged in unsafe or unsound practices or has violated any applicable rule, regulation, order or condition enacted or imposed by the institution's regulatory agency. Engaging in unsafe or unsound practices or failing to comply with applicable laws, regulations and supervisory agreements could subject BankUnited, Inc., the Bank and their subsidiaries or their officers, directors and institution-affiliated parties to the remedies described above and other sanctions.

### *The Dodd-Frank Act*

On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, or the Dodd-Frank Act, was signed into law. The Dodd-Frank Act is having a broad impact on the financial services industry, and imposes significant regulatory and compliance requirements, including the designation of certain financial companies as systemically important financial institutions ("SIFIs"), the changing roles of credit rating agencies, the imposition of increased capital, leverage, and liquidity requirements, and numerous other provisions designed to improve supervision and oversight of, and strengthen safety and soundness within, the financial services sector. Additionally, the Dodd-Frank Act establishes a new framework of authority to conduct systemic risk oversight within the financial system to be distributed among new and existing federal regulatory agencies, including the Financial Stability Oversight Council, or Council, the Federal Reserve Board, the OCC, and the FDIC.

The following is a brief description of certain provisions of the Dodd-Frank Act that are most relevant to BankUnited, Inc. and its banking subsidiary.

- **Source of strength.** The Dodd-Frank Act requires all companies, including BHCs, that directly or indirectly control an insured depository institution to serve as a source of strength for the institution. Under this requirement, BankUnited, Inc. in the future could be required to provide financial assistance to BankUnited should it experience financial distress.
- **Limitation on federal preemption.** The Dodd-Frank Act significantly reduces the ability of national banks to rely on federal preemption of state consumer financial laws. Although the OCC, as the primary regulator of national banks, will have the ability to make preemption determinations where certain conditions are met, the broad rollback of federal preemption has the potential to create a patchwork of federal and state compliance obligations. This could, in turn, result in significant new regulatory requirements applicable to BankUnited, with potentially significant changes in our operations and increases in our compliance costs. It could also result in uncertainty concerning compliance, with attendant regulatory and litigation risks.
- **Company-Run Stress Testing.** Under Section 165(i) of the Dodd-Frank Act and the stress testing rules of the Federal Reserve Board and OCC, each bank holding company and national bank with more than \$10 billion and less than \$50 billion in total consolidated assets must annually conduct a company-run stress test to estimate the potential impact of three scenarios provided by the agencies on its regulatory capital ratios and certain other financial metrics. In 2016, BankUnited, Inc. and the Bank will submit the results of their company-run stress test to the Federal Reserve Board and OCC by July 31 and will publish a public summary of the results between October 15 and October 30.
- **Mortgage loan origination and risk retention.** The Dodd-Frank Act imposes new standards for mortgage loan originations on all lenders, including banking organizations, by requiring that lenders be able to substantiate they have made a good faith determination of a borrower's ability to repay a mortgage. The ability to repay requirement mandates specific factors that a lender must consider in evaluating a borrower's ability to repay. In 2013, federal regulators released the "qualified mortgage" rule. The qualified mortgage rule is intended to clarify the application of the Dodd-Frank Act requirement that mortgage lenders have a reasonable belief that borrowers have the ability to repay their mortgages. For mortgages meeting the regulatory definition of qualified mortgages, lenders generally enjoy a safe harbor with respect to compliance with the ability to repay rules. Generally, to be considered qualified mortgages, loans must meet all requirements set forth in the ability to repay rules and have debt-to-income ratios and closing costs not exceeding specified levels. Any prepayment penalties must fall within defined constraints. Loans meeting the regulatory definition of higher priced loans, or those with balloon, negative amortization or interest-only features do not meet the definition of qualified mortgages. While lenders are permitted to originate mortgages that do not meet the definition of qualified mortgages, the burden of demonstrating compliance with the ability to repay rules with respect to such mortgages is greater, possibly impeding a lender's ability to foreclose on such mortgages.

In addition, the Dodd-Frank Act generally requires lenders or securitizers to retain an economic interest in the credit risk relating to loans the lender sells or mortgage and other asset-backed securities that the securitizer issues. The risk retention requirement generally requires a securitizer to retain no less than 5 percent of the credit risk in assets it sells into a securitization and prohibits a securitizer from directly or indirectly hedging or otherwise transferring the credit risk that the securitizer is required to retain, subject to limited exemptions. One significant exemption is for securities

entirely collateralized by "qualified residential mortgages" ("QRMs"), which are loans deemed to have a lower risk of default. QRMs have the same meaning as the term "qualified mortgage," as defined by the Consumer Financial Protection Bureau ("CFPB"). In addition, qualifying commercial loan, commercial real estate loan and auto loan securitizations have lower risk retention requirements. . BankUnited is not currently a securitizer.

- *Expanded FDIC resolution authority.* While insured depository institutions have long been subject to the FDIC's resolution process, the Dodd-Frank Act creates a new mechanism for the FDIC to conduct the orderly liquidation of certain "covered financial companies," including bank and thrift holding companies and systemically significant non-bank financial companies. Upon certain findings being made, the FDIC may be appointed receiver for a covered financial company, and would conduct an orderly liquidation of the entity. The FDIC liquidation process is modeled on the existing Federal Deposit Insurance Act, or FDIA bank resolution process, and generally gives the FDIC more discretion than in the traditional bankruptcy context. The FDIC has issued final rules implementing the orderly liquidation authority.
- *CFPB.* The Dodd-Frank Act created a new independent CFPB. The CFPB is tasked with establishing and implementing rules and regulations under certain federal consumer protection laws with respect to the conduct of providers of certain consumer financial products and services. The CFPB has rulemaking authority over many of the statutes governing products and services offered to bank and thrift consumers. For banking organizations with assets of \$10 billion or more, the CFPB has exclusive rule making and examination, and primary enforcement authority under federal consumer financial law. In addition, the Dodd-Frank Act permits states to adopt consumer protection laws and regulations that are stricter than those regulations promulgated by the CFPB. Compliance with any such new regulations could increase our cost of operations and could necessitate changes to certain of our business practices.
- *Deposit insurance.* The Dodd-Frank Act made permanent the general \$250,000 deposit insurance limit for insured deposits. Amendments to the FDIA also revised the assessment base against which an insured depository institution's deposit insurance premiums paid to the deposit insurance fund, or DIF, of the FDIC are calculated. Under the amendments, the assessment base is the institution's average consolidated total assets less its average tangible equity. Additionally, the Dodd-Frank Act made changes to the minimum designated reserve ratio of the DIF, increasing the minimum from 1.15 percent to 1.35 percent of the estimated amount of total insured deposits, and eliminating the requirement that the FDIC pay dividends to depository institutions when the reserve ratio exceeds certain thresholds.
- *Transactions with affiliates and insiders.* The Dodd-Frank Act generally enhanced the restrictions on transactions with affiliates under Section 23A and 23B of the Federal Reserve Act, including an expansion of the definition of "covered transactions" and clarification regarding the amount of time for which collateral requirements regarding covered credit transactions must be satisfied. Insider transaction limitations are expanded through the strengthening of loan restrictions to insiders and the expansion of the types of transactions subject to the various limits, including derivatives transactions, repurchase agreements, reverse repurchase agreements and securities lending or borrowing transactions. Restrictions are also placed on certain asset sales to and from an insider to an institution, including requirements that such sales be on market terms and, in certain circumstances, approved by the institution's board of directors.
- *Enhanced lending limits.* The Dodd-Frank Act strengthens the existing limits on a depository institution's credit exposure to one borrower. The OCC has published a final rule amending its existing lending limits to incorporate changes made by the Dodd-Frank Act. The Dodd-Frank Act and the final rule amend the OCC's lending limit regulation to include credit exposures arising from derivative transactions and repurchase agreements, reverse repurchase agreements, securities lending transactions, and securities borrowing transactions. The final rule exempts certain types of transactions, and outlines the methods that banks can choose from to measure credit exposures of derivative transactions and securities financing transactions. In most cases, a bank may choose which method it will use; the OCC, however, may specify that a bank use a particular method for safety and soundness reasons.
- *Corporate governance.* The Dodd-Frank Act addresses many investor protection, corporate governance and executive compensation matters that affect most U.S. publicly traded companies, including BankUnited, Inc. The Dodd-Frank Act (1) grants stockholders of U.S. publicly traded companies an advisory vote on executive compensation; (2) enhances independence requirements for compensation committee members; (3) requires companies listed on national securities exchanges to adopt incentive-based compensation clawback policies for executive officers; and (4) provides the SEC with authority to adopt proxy access rules that would allow stockholders of publicly traded companies to nominate candidates for election as a director and have those nominees included in a company's proxy materials.

The requirements of the Dodd-Frank Act are in the process of being implemented over time and most will be subject to regulations implemented over the course of several years.

### *The Volcker Rule*

On December 10, 2013, five U.S. financial regulators, including the Federal Reserve Board and the OCC, adopted a final rule implementing the so-called "Volcker Rule." The Volcker Rule was created by Section 619 of the Dodd-Frank Act and generally prohibits "banking entities" from engaging in "proprietary trading" and making investments and conducting certain other activities with "covered funds."

Although the final rule provides some tiering of compliance and reporting obligations based on size, the fundamental prohibitions of the Volcker Rule apply to banking entities of any size, including BankUnited, Inc. and BankUnited. Banking entities with total assets of \$10 billion or more that engage in activities subject to the Volcker Rule will be required to establish a six-element compliance program to address the prohibitions of, and exemptions from, the Volcker Rule. The final rule became effective April 1, 2014; however, at the time the agencies released the final Volcker Rule, the Federal Reserve Board announced an extension of the conformance period for all banking entities until July 21, 2015. On December 18, 2014, the Federal Reserve Board granted an additional one year extension to July 21, 2016, for certain "legacy covered fund" investments and relationships entered into by banking entities prior to December 31, 2013. The Federal Reserve Board also indicated that it plans to grant an additional one year extension to July 21, 2017, at a later date.

In response to industry questions regarding the final Volcker Rule, the OCC, Federal Reserve Board, the FDIC, the SEC, and the CFTC issued a clarifying interim final rule on January 14, 2014, permitting banking entities to retain interests in certain collateralized debt obligations ("CDOs") backed by trust preferred securities if the CDO meets certain requirements.

### *Notice and Approval Requirements Related to Control*

Banking laws impose notice, approval, and ongoing regulatory requirements on any stockholder or other party that seeks to acquire direct or indirect "control" of an FDIC-insured depository institution. These laws include the BHC Act, the Change in Bank Control Act, and the Savings and Loan Holding Company Act. Among other things, these laws require regulatory filings by a stockholder or other party that seeks to acquire direct or indirect "control" of an FDIC-insured depository institution. The determination of whether an investor "controls" a depository institution is based on all of the facts and circumstances surrounding the investment. As a general matter, a party is deemed to control a depository institution or other company if the party owns or controls 25% or more of any class of voting stock. Subject to rebuttal, a party may be presumed to control a depository institution or other company if the investor owns or controls 10% or more of any class of voting stock. Ownership by affiliated parties, or parties acting in concert, is typically aggregated for these purposes. If a party's ownership of BankUnited, Inc. were to exceed certain thresholds, the investor could be deemed to "control" the Company for regulatory purposes. This could subject the investor to regulatory filings or other regulatory consequences.

In addition, except under limited circumstances, BHCs are prohibited from acquiring, without prior approval:

- control of any other bank or BHC or all or substantially all the assets thereof; or
- more than 5% of the voting shares of a bank or BHC which is not already a subsidiary.

### *Permissible Activities and Investments*

Banking laws generally restrict the ability of BankUnited, Inc. to engage in activities other than those determined by the Federal Reserve Board to be so closely related to banking as to be a proper incident thereto. The Gramm-Leach-Bliley Financial Modernization Act of 1999, or "GLB Act," expanded the scope of permissible activities for a BHC that qualifies as a financial holding company. Under the regulations implementing the GLB Act, a financial holding company may engage in additional activities that are financial in nature or incidental or complementary to a financial activity. Those activities include, among other activities, certain insurance and securities activities. Qualifications for becoming a financial holding company include, among other things, meeting certain specified capital standards and achieving certain management ratings in examinations. Under the Dodd-Frank Act, BHCs and their subsidiaries must be well-capitalized and well-managed in order for the BHC and its nonbank affiliates to engage in the expanded financial activities permissible only for a financial holding company. BankUnited, Inc. is not a financial holding company.

In addition, as a general matter, the establishment or acquisition by BankUnited, Inc. of a depository institution or, in certain cases, a non-bank entity, requires prior regulatory approval.

### *Regulatory Capital Requirements and Capital Adequacy*

The federal bank regulators view capital levels as important indicators of an institution's financial soundness. As a general matter, FDIC-insured depository institutions and their holding companies are required to maintain minimum capital relative to the amount and types of assets they hold. The final supervisory determination on an institution's capital adequacy is based on

the regulator's assessment of numerous factors. Both BankUnited, Inc. and BankUnited are subject to regulatory capital requirements.

The Federal Reserve Board has established risk-based and leverage capital guidelines for BHCs, including BankUnited, Inc. The OCC has established substantially similar risk-based and leverage capital guidelines applicable to national banks, including BankUnited. The risk-based capital guidelines in place prior to January 1, 2015, commonly referred to as Basel I, were based upon the 1988 capital accord of the International Basel Committee on Banking Supervision ("Basel Committee"), a committee of central banks and bank supervisors, as implemented by the U.S. federal banking agencies. Revised capital guidelines became effective on January 1, 2015, based on the final framework for strengthening international capital and liquidity regulation, released by the Basel Committee in 2010, referred to as "Basel III." The Basel III calibration and phase-in arrangements were subject to individual adoption by member nations, including the United States.

In July 2013, the federal banking agencies published final rules implementing the Basel III framework and certain provisions of the Dodd-Frank Act (the "Basel III Capital Rules"). While some provisions are tailored to larger institutions, the Basel III Capital Rules generally apply to all U.S. banking organizations, including BankUnited, Inc. and BankUnited.

Among other things, the Basel III Capital Rules: (i) introduce a new capital measure entitled "Common Equity Tier 1" ("CET1"); (ii) specify that tier 1 capital consist of CET1 and additional instruments satisfying specified requirements that permit inclusion in tier 1 capital; (iii) define CET1 narrowly by requiring that most deductions or adjustments to regulatory capital measures be made to CET1 and not to the other components of capital; and (iv) expand the scope of the deductions or adjustments from capital as compared to the existing regulations.

Under the Basel III Capital Rules, banking organizations that do not meet the definition of an advanced approaches institution were provided a one-time option in their initial regulatory financial report filed after January 1, 2015 to remove certain components of accumulated other comprehensive income from the computation of common equity regulatory capital. BankUnited, Inc. and BankUnited made such elections.

The Basel III Capital Rules also implement stricter eligibility requirements for regulatory capital instruments intended to disallow the inclusion of all non-exempt issuances of trust preferred securities and cumulative perpetual preferred stock from tier 1 capital. The Basel III Capital Rules provide additional constraints on the inclusion of minority interests, mortgage servicing assets, deferred tax assets and certain investments in the capital of unconsolidated financial institutions in tier 1 capital, as well as applying stricter risk weighting rules to these assets.

The Basel III Capital Rules provide for the following minimum capital to risk-weighted assets ratios:

- (i) 4.5% based upon CET1;
- (ii) 6.0% based upon tier 1 capital; and
- (iii) 8.0% based upon total regulatory capital.

A minimum leverage ratio (tier 1 capital as a percentage of average total assets) of 4.0% is also required under the Basel III Capital Rules. The Basel III Capital Rules additionally require institutions to retain a capital conservation buffer of 2.5% above these required minimum capital ratio levels, to be phased in at annual increments of 0.625% beginning in 2016. Banking organizations that fail to maintain the minimum required capital conservation buffer could face restrictions on capital distributions or discretionary bonus payments to executive officers, with distributions and discretionary bonus payments being completely prohibited if no capital conservation buffer exists, or in the event of the following: (i) the banking organization's capital conservation buffer was below 2.5% (or the minimum amount required) at the beginning of a quarter; and (ii) its cumulative net income for the most recent quarterly period plus the preceding four calendar quarters is less than its cumulative capital distributions (as well as associated tax effects not already reflected in net income) during the same measurement period.

The Basel III Capital Rules also provide stricter rules related to the risk weighting of past due and certain commercial real estate loans, as well as on some equity investment exposures, and replace the existing credit rating approach for determining the risk weighting of securitization exposures with an alternative approach.

Finally, the Basel III Capital Rules amend the thresholds under the "prompt corrective action" framework enforced with respect to the Bank by the OCC to reflect both (i) the generally heightened requirements for regulatory capital ratios as well as (ii) the introduction of the CET1 capital measure.

The enactment of the Basel III Capital Rules increased the required capital levels of BankUnited, Inc. and BankUnited. The Basel III Capital Rules became effective as applied to BankUnited, Inc. and BankUnited on January 1, 2015, with a phase in period from January 1, 2015 through January 1, 2019.

### *Liquidity Coverage Ratio*

The Basel III Capital Rules adopted in July 2013 did not address the proposed liquidity coverage ratio ("LCR") called for by the Basel Committee's Basel III framework. On September 3, 2014, the Federal Reserve Board finalized a rule implementing a LCR requirement in the United States for larger banking organizations. Neither BankUnited, Inc. nor BankUnited are subject to the LCR requirement.

### *Dodd-Frank Act Capital Changes*

Under the Dodd-Frank Act, the Federal Reserve Board may increase the capital buffer for SIFIs. The purpose of these new capital requirements is to ensure financial institutions are better capitalized to withstand periods of unfavorable financial and economic conditions. The Dodd-Frank Act also requires the establishment of more stringent prudential standards for SIFIs, which include requiring the federal banking agencies to adopt capital and liquidity requirements which address the risks that the activities of an institution pose to the institution and the public and private stakeholders, including risks arising from certain enumerated activities. We have not been deemed to be a SIFI.

### *Prompt Corrective Action*

Under the FDIA, the federal bank regulatory agencies must take "prompt corrective action" against undercapitalized U.S. depository institutions. U.S. depository institutions are assigned one of five capital categories: "well capitalized," "adequately capitalized," "undercapitalized," "significantly undercapitalized," and "critically undercapitalized," and are subjected to differential regulation corresponding to the capital category within which the institution falls. As of December 31, 2015, a depository institution was deemed to be "well capitalized" if the banking institution had a total risk-based capital ratio of 10.0% or greater, a tier 1 risk-based capital ratio of 8.0% or greater, a common equity tier 1 risk-based capital ratio of 6.5% and a leverage ratio of 5.0% or greater, and the institution was not subject to an order, written agreement, capital directive, or prompt corrective action directive to meet and maintain a specific level for any capital measure. Under certain circumstances, a well-capitalized, adequately-capitalized or undercapitalized institution may be treated as if the institution were in the next lower capital category. A banking institution that is undercapitalized is required to submit a capital restoration plan. Failure to meet capital guidelines could subject the institution to a variety of enforcement remedies by federal bank regulatory agencies, including: termination of deposit insurance by the FDIC, restrictions on certain business activities, and appointment of the FDIC as conservator or receiver. As of December 31, 2015, BankUnited, Inc. and BankUnited were well capitalized.

### *Regulatory Limits on Dividends and Distributions*

Federal law currently imposes limitations upon certain capital distributions by national banks, such as certain cash dividends, payments to repurchase or otherwise acquire its shares, payments to stockholders of another institution in a cash-out merger and other distributions charged against capital. The Federal Reserve Board and OCC regulate all capital distributions by BankUnited directly or indirectly to BankUnited, Inc., including dividend payments.

BankUnited may not pay dividends to BankUnited, Inc. if, after paying those dividends, it would fail to meet the required minimum levels under risk-based capital guidelines and the minimum leverage capital ratio requirements, or in the event the OCC notified BankUnited that it was in need of more than normal supervision. Under the FDIA, an insured depository institution such as BankUnited is prohibited from making capital distributions, including the payment of dividends, if, after making such distribution, the institution would become "undercapitalized." Payment of dividends by BankUnited also may be restricted at any time at the discretion of the appropriate regulator if it deems the payment to constitute an unsafe and unsound banking practice.

In addition, BankUnited is subject to supervisory limits on its ability to declare or pay a dividend or reduce its capital unless certain conditions are satisfied.

### *Reserve Requirements*

Pursuant to regulations of the Federal Reserve Board, all banking organizations are required to maintain average daily reserves at mandated ratios against their transaction accounts. In addition, reserves must be maintained on certain non-personal time deposits. These reserves must be maintained in the form of vault cash or in an account at a Federal Reserve Bank.

### *Limits on Transactions with Affiliates and Insiders*

Insured depository institutions are subject to restrictions on their ability to conduct transactions with affiliates and other related parties. Section 23A of the Federal Reserve Act imposes quantitative limits, qualitative requirements, and collateral requirements on certain transactions by an insured depository institution with, or for the benefit of, its affiliates. Transactions

covered by Section 23A include loans, extensions of credit, investment in securities issued by an affiliate, and acquisitions of assets from an affiliate. Section 23B of the Federal Reserve Act requires that most types of transactions by an insured depository institution with, or for the benefit of, an affiliate be on terms at least as favorable to the insured depository institution as if the transaction were conducted with an unaffiliated third party.

As noted above, the Dodd-Frank Act generally enhances the restrictions on transactions with affiliates under Section 23A and 23B of the Federal Reserve Act, including an expansion of the definition of "covered transactions" and a clarification regarding the amount of time for which collateral requirements regarding covered credit transactions must be satisfied. The ability of the Federal Reserve Board to grant exemptions from these restrictions is also narrowed by the Dodd-Frank Act, including by requiring coordination with other bank regulators.

The Federal Reserve Board's Regulation O and OCC regulations impose restrictions and procedural requirements in connection with the extension of credit by an insured depository institution to directors, executive officers, principal stockholders and their related interests.

#### *Examination Fees*

The OCC currently charges fees to recover the costs of examining national banks, processing applications and other filings, and covering direct and indirect expenses in regulating national banks. The Dodd-Frank Act provides various agencies with the authority to assess additional supervision fees.

#### *Deposit Insurance Assessments*

FDIC-insured depository institutions are required to pay deposit insurance assessments to the FDIC. The amount of a particular institution's deposit insurance assessment is based on that institution's risk classification under an FDIC risk-based assessment system. An institution's risk classification is assigned based on its capital levels and the level of supervisory concern the institution poses to the regulators. Deposit insurance assessments fund the DIF. As noted above, the Dodd-Frank Act changed the way an insured depository institution's deposit insurance premiums are calculated and increased the minimum for the DIF reserve ratio from 1.15% to 1.35%. The Dodd-Frank Act also made banks with \$10 billion or more in total assets responsible for the increase. Future changes to our risk classification or to the method for calculating premiums generally may impact assessment rates, which could impact the profitability of our operations.

#### *Depositor Preference*

The FDIA provides that, in the event of the "liquidation or other resolution" of an insured depository institution, the claims of depositors of the institution (including the claims of the FDIC as subrogee of insured depositors) and certain claims for administrative expenses of the FDIC as a receiver will have priority over other general unsecured claims against the institution. If we invest in or acquire an insured depository institution that fails, insured and uninsured depositors, along with the FDIC, will have priority in payment ahead of unsecured, non-deposit creditors, including us, with respect to any extensions of credit they have made to such insured depository institution.

#### *Federal Reserve System and Federal Home Loan Bank System*

As a national bank, BankUnited is required to hold shares of capital stock in a Federal Reserve Bank. BankUnited holds capital stock in the Federal Reserve Bank of Atlanta. As a member of the Federal Reserve System, BankUnited has access to the Federal Reserve discount window lending and payment clearing systems.

BankUnited is a member of the Federal Home Loan Bank of Atlanta. Each FHLB provides a central credit facility primarily for its member institutions as well as other entities involved in home mortgage lending. Any advances from a FHLB must be secured by specified types of collateral. As a member of the FHLB, BankUnited is required to acquire and hold shares of capital stock in the FHLB of Atlanta. BankUnited is in compliance with this requirement.

#### *Anti-Money Laundering and OFAC*

Under federal law, financial institutions must maintain anti-money laundering programs that include established internal policies, procedures, and controls; a designated compliance officer; an ongoing employee training program; and testing of the program by an independent audit function. Financial institutions are also prohibited from entering into specified financial transactions and account relationships and must meet enhanced standards for due diligence and customer identification in their dealings with non-U.S. financial institutions and non-U.S. customers. Financial institutions must take reasonable steps to conduct enhanced scrutiny of account relationships to guard against money laundering and to report any suspicious transactions, and law enforcement authorities have been granted increased access to financial information maintained by

financial institutions. Bank regulators routinely examine institutions for compliance with these obligations and they must consider an institution's compliance in connection with the regulatory review of applications, including applications for banking mergers and acquisitions. The regulatory authorities have imposed "cease and desist" orders and civil money penalty sanctions against institutions found to be violating these obligations.

The U.S. Department of the Treasury's Office of Foreign Assets Control, or "OFAC," is responsible for helping to insure that U.S. entities do not engage in transactions with certain prohibited parties, as defined by various Executive Orders and Acts of Congress. OFAC publishes lists of persons, organizations, and countries suspected of aiding, harboring or engaging in terrorist acts, known as Specially Designated Nationals and Blocked Persons. If BankUnited, Inc. or BankUnited finds a name on any transaction, account or wire transfer that is on an OFAC list, BankUnited, Inc. or BankUnited must freeze or block such account or transaction, file a suspicious activity report and notify the appropriate authorities.

### *Consumer Laws and Regulations*

Banking organizations are subject to numerous laws and regulations intended to protect consumers. These laws include, among others:

- Truth in Lending Act;
- Truth in Savings Act;
- Electronic Funds Transfer Act;
- Expedited Funds Availability Act;
- Equal Credit Opportunity Act;
- Fair and Accurate Credit Transactions Act;
- Fair Housing Act;
- Fair Credit Reporting Act;
- Fair Debt Collection Act;
- Gramm-Leach-Bliley Act;
- Home Mortgage Disclosure Act;
- Right to Financial Privacy Act;
- Real Estate Settlement Procedures Act;
- laws regarding unfair and deceptive acts and practices; and
- usury laws.

Many states and local jurisdictions have consumer protection laws analogous, and in addition to, those listed above. These federal, state and local laws regulate the manner in which financial institutions deal with customers when taking deposits, making loans, or conducting other types of transactions. Failure to comply with these laws and regulations could give rise to regulatory sanctions, customer rescission rights, action by state and local attorneys general, and civil or criminal liability. The creation of the CFPB by the Dodd-Frank Act has led to enhanced enforcement of consumer financial protection laws.

### *The Community Reinvestment Act*

The Community Reinvestment Act, or "CRA," is intended to encourage banks to help meet the credit needs of their service areas, including low and moderate-income neighborhoods, consistent with safe and sound operations. The bank regulators examine and assign each bank a public CRA rating.

The CRA then requires bank regulators to take into account the bank's record in meeting the needs of its service area when considering an application by a bank to establish or relocate a branch or to conduct certain mergers or acquisitions. The Federal Reserve Board is required to consider the CRA records of a BHC's controlled banks when considering an application by the BHC to acquire a banking organization or to merge with another BHC. When BankUnited, Inc. or BankUnited applies for regulatory approval to make certain investments, the regulators will consider the CRA record of target institutions and BankUnited, Inc.'s depository institution subsidiaries. An unsatisfactory CRA record could substantially delay approval or

result in denial of an application. The regulatory agency's assessment of the institution's record is made available to the public. Following its most recent CRA examination in October 2012, BankUnited received an overall rating of "Satisfactory."

## Employees

At December 31, 2015, we employed 1,641 full-time employees and 100 part-time employees. None of our employees are parties to a collective bargaining agreement. We believe that our relations with our employees are good.

## Available Information

Our website address is [www.bankunited.com](http://www.bankunited.com). Our electronic filings with the SEC (including all Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and if applicable, amendments to those reports) are available free of charge on the website as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. The information posted on our website is not incorporated into this Annual Report. In addition, the SEC maintains a website that contains reports and other information filed with the SEC. The website can be accessed at <http://www.sec.gov>.

## Item 1A. Risk Factors

### Risks Related to Our Business

***Our business may be adversely affected by conditions in the financial markets and economic conditions generally.***

During 2015, economic conditions in the United States continued to show modest improvement, as reflected by growth in gross domestic product and a continued decline in the unemployment rate. The potential for economic disruption continues, however, and there can be no assurance that economic conditions will continue to improve. A slowing of improvement or a deterioration in business or economic conditions generally, or more specifically in the principal markets in which we do business, could have one or more of the following adverse effects on our business, financial condition and results of operations:

- A decrease in demand for our loan and deposit products;
- An increase in delinquencies and defaults by borrowers or counterparties;
- A decrease in the value of our assets;
- A decrease in our earnings;
- A decrease in liquidity; and
- A decrease in our ability to access the capital markets.

***Our enterprise risk management framework may not be effective in mitigating the risks to which we are subject, or in reducing the potential for losses in connection with such risks.***

Our enterprise risk management framework is designed to identify and minimize or mitigate the risks to which we are subject, as well as any losses stemming from such risks. Although we seek to identify, measure, monitor, report, and control our exposure to such risks, and employ a broad and diversified set of risk monitoring and mitigation techniques in the process, those techniques are inherently limited in their ability to anticipate the existence or development of risks that are currently unknown and unanticipated. The ineffectiveness of our enterprise risk management framework in mitigating the impact of known risks or the emergence of previously unknown or unanticipated risks may result in our incurring losses in the future that could adversely impact our financial condition and results of operations.

***Our business is highly susceptible to credit risk on our non-covered assets.***

As a lender, we are exposed to the risk that our customers will be unable to repay their loans according to their terms and that the collateral securing the payment of their loans, if any, may be insufficient to ensure repayment. Credit losses are inherent in the business of making loans. We are also subject to credit risk that is embedded in our securities portfolio. Our credit standards, procedures and policies may not prevent us from incurring substantial credit losses, particularly if economic or market conditions deteriorate. It is difficult to determine the many ways in which a decline in economic or market conditions may impact the credit quality of our assets. The Loss Sharing Agreements only cover a small percentage of assets, and credit losses on assets not covered by the Loss Sharing Agreements could have a material adverse effect on our operating results.

***Our allowance for loan and lease losses may not be adequate to cover actual credit losses.***

We maintain an allowance for loan and lease losses ("ALLL") that represents management's estimate of probable losses inherent in our credit portfolio. This estimate requires management to make significant assumptions and involves a high degree of judgment, which is inherently subjective, particularly as our non-covered loan portfolio has not yet developed an observable loss trend. Management considers numerous factors in determining the amount of the ALLL, including, but not limited to, historical loss severities and net charge-off rates of BankUnited and other comparable financial institutions, internal risk ratings, loss forecasts, collateral values, delinquency rates, the level of non-performing, criticized, classified and restructured loans in the portfolio, product mix, underwriting and credit administration policies and practices, portfolio trends, concentrations, industry conditions, economic trends and other factors considered by management to have an impact on the ability of borrowers to repay their loans. The effects of any decreases in expected cash flows on covered loans are also considered in the establishment of the ALLL.

If management's assumptions and judgments prove to be incorrect, our current allowance may be insufficient and we may be required to increase our ALLL. In addition, regulatory authorities periodically review our ALLL and may require us to increase our provision for loan losses or recognize further loan charge-offs, based on judgments different than those of our management. Adverse economic conditions could make management's estimate even more complex and difficult to determine. Any increase in our ALLL will result in a decrease in net income and capital and could have a material adverse effect on our financial condition and results of operations. See Item 7 "Management's Discussion and Analysis of Financial Condition and Results of Operations—Analysis of the Allowance for Loan and Lease Losses" and "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates—Allowance for Loan and Lease Losses."

***We depend on the accuracy and completeness of information about clients and counterparties.***

In deciding whether to extend credit or enter into other transactions with clients and counterparties, we may rely on information furnished by or on behalf of clients and counterparties, including financial statements and other financial information. We also may rely on representations of clients and counterparties as to the accuracy and completeness of that information and, with respect to financial statements, on reports of independent auditors.

***Our business is susceptible to interest rate risk.***

Our business and financial performance are impacted by market interest rates and movements in those rates. Since a high percentage of our assets and liabilities are interest bearing or otherwise sensitive in value to changes in interest rates, changes in rates, in the shape of the yield curve or in spreads between different types of rates can have a material impact on our results of operations and the values of our assets and liabilities. Changes in the value of investment securities available for sale and certain derivatives directly impact equity through adjustments of accumulated other comprehensive income and changes in the values of certain other assets and liabilities may directly impact earnings. Interest rates are highly sensitive to many factors over which we have no control and which we may not be able to anticipate adequately, including general economic conditions and the monetary and tax policies of various governmental bodies, particularly the Federal Reserve Board.

Our earnings and cash flows depend to a great extent upon the level of our net interest income. Net interest income is the difference between the interest income we earn on loans, investments and other interest earning assets, and the interest we pay on interest bearing liabilities, such as deposits and borrowings. The current persistent low level of market interest rates limits our ability to add higher yielding assets to the balance sheet. If this prolonged period of low rates continues beyond current forecasts, it may exacerbate downward pressure on our net interest margin and have a negative impact on our net interest income in the future. Changes in interest rates can increase or decrease our net interest income, because different types of assets and liabilities may react differently, and at different times, to market interest rate changes. When interest bearing liabilities mature or reprice more quickly than interest earning assets in a period of rising rates, an increase in interest rates could reduce net interest income. When interest earning assets mature or reprice more quickly than interest bearing liabilities, falling interest rates could reduce net interest income. Additionally, an increase in interest rates may, among other things, reduce the demand for loans and our deposit products, decrease loan repayment rates and negatively affect borrowers' ability to meet their obligations. A decrease in the general level of interest rates may affect us through, among other things, increased prepayments on our loan and mortgage-backed securities portfolios and increased competition for deposits. A flattening or inversion of the yield curve or a negative interest rate environment in the United States could create downward pressure on our net interest margin.

We attempt to manage interest rate risk by adjusting the rates, maturity, repricing, mix and balances of the different types of interest-earning assets and interest bearing liabilities and through the use of hedging instruments; however, interest rate risk management techniques are not precise, and we may not be able to successfully manage our interest rate risk. Our ability to

manage interest rate risk could be negatively impacted by longer fixed rate terms on real estate loans being added to our portfolio or by unpredictable behavior of depositors in various interest rate environments. A rapid or unanticipated increase or decrease in interest rates, changes in the shape of the yield curve or in spreads between rates could have an adverse effect on our net interest margin and results of operations.

***A failure to maintain adequate liquidity could adversely affect our financial condition and results of operations.***

Effective liquidity management is essential for the operation of our business. We require sufficient liquidity to meet customer loan requests, customer deposit maturities and withdrawals and other cash commitments under both normal operating conditions and under extraordinary or unpredictable circumstances causing industry or general financial market stress. Our access to funding sources in amounts adequate to finance our activities on terms that are acceptable to us could be impaired by factors that affect us specifically or the financial services industry or economy generally. Factors that could detrimentally impact our access to liquidity sources include a downturn in economic conditions in the geographic markets in which our operations are concentrated or in the financial or credit markets in general. Our access to liquidity in the form of deposits may also be affected by the liquidity needs of our depositors and by competition for deposits in our primary markets. A substantial portion of our liabilities consist of deposit accounts that are payable on demand or upon several days' notice, while by comparison, the majority of our assets are loans, which cannot be called or sold in the same time frame. Although we have historically been able to replace maturing deposits and borrowings as necessary, we might not be able to replace such funds in the future. A failure to maintain adequate liquidity could materially and adversely affect our business, results of operations or financial condition.

***We may not be successful in executing our fundamental growth strategy.***

Growth of our business, whether organic or through acquisitions, is an essential component of our business strategy. Commercial and consumer banking in our primary markets is highly competitive. Our ability to achieve organic growth is also dependent on economic conditions in our primary markets. There is no guarantee that we will be able to successfully or profitably execute our organic growth strategy in these markets.

We also compete with other financial institutions for acquisition opportunities and there are a limited number of candidates that meet our acquisition criteria. Consequently, we may not be able to identify suitable candidates for acquisitions. If we are unable to locate suitable acquisition candidates willing to sell on terms acceptable to us, we will not be able to execute a strategy of growth by acquisition.

If we do identify suitable candidates, there is no assurance that we will be able to obtain the required regulatory approvals in order to acquire them. If we do succeed in consummating future acquisitions, acquisitions involve risks that the acquired businesses may not achieve anticipated revenue, earnings, synergies or cash flows or that the other strategic benefits of the acquisitions may not be realized. There may also be unforeseen liabilities relating to the acquired businesses or arising out of the acquisitions, asset quality problems of the acquired entities, difficulty operating in markets in which we have had no or only limited experience and other conditions not within our control, such as adverse personnel relations, loss of customers because of change in identity, and deterioration in local economic conditions.

In addition, the process of integrating acquired entities will divert significant management time and resources. We may not be able to integrate successfully or operate profitably any financial institutions or complementary businesses we may acquire. We may experience disruption and incur unexpected expenses in integrating acquisitions. Any acquisitions we do make may not enhance our cash flows, business, financial condition, results of operations or prospects and may have an adverse effect on our results of operations, particularly during periods in which the acquisitions are being integrated into our operations.

Lastly, our growth plans are dependent on the availability of capital and funding. Our ability to raise capital through the sale of stock or debt securities may be affected by market conditions, economic conditions or regulatory changes. There is no assurance that sufficient capital or funding will be available in the future, upon acceptable terms or at all.

***Failure to comply with the terms of our Loss Sharing Agreements with the FDIC may result in significant losses.***

A significant portion of BankUnited's revenue continues to be derived from the covered assets. The Loss Sharing Agreements with the FDIC provide that a significant portion of losses related to the covered assets will be borne by the FDIC. Under the Loss Sharing Agreements, we are obligated to comply with certain loan servicing standards, including requirements to participate in government-sponsored loan modification programs. As these standards continue to evolve, we may experience difficulties in complying with the requirements of the Loss Sharing Agreements, which could result in covered assets losing some or all of their coverage. BankUnited's compliance with the terms of the Loss Sharing Agreements is subject to audit by the FDIC through its designated agent. The required terms of the agreements are extensive and failure to comply with any of

the guidelines could result in a specific asset or group of assets losing their loss sharing coverage. See "Item 1. Business—The FSB Acquisition."

***The geographic concentration of our markets in Florida and the New York metropolitan area makes our business highly susceptible to local economic conditions.***

Unlike some larger financial institutions that are more geographically diversified, our operations are concentrated in Florida and the New York metropolitan area. Additionally, a significant portion of our loans secured by real estate are secured by commercial and residential properties in these geographic regions. Accordingly, the ability of our borrowers to repay their loans, and the value of the collateral securing such loans, may be significantly affected by economic conditions in these regions or by changes in the local real estate markets. The Florida economy and our sub-markets in particular were affected by the most recent downturn in commercial and residential property values, and the decline in real estate values in Florida during the downturn was higher than the national average. Additionally, the Florida economy relies heavily on tourism and seasonal residents. Disruption or deterioration in economic conditions in the markets we serve could result in one or more of the following:

- an increase in loan delinquencies;
- an increase in problem assets and foreclosures;
- a decrease in the demand for our products and services; or
- a decrease in the value of collateral for loans, especially real estate, in turn reducing customers' borrowing power, the value of assets associated with problem loans and collateral coverage.

***Hurricanes and other weather-related events, as well as man-made disasters, could cause a disruption in our operations or other consequences that could have an adverse impact on our results of operations.***

The occurrence of a hurricane or other natural disaster to which our markets are susceptible or a man-made catastrophe or terrorist activity could disrupt our operations, result in damage to our properties, reduce or destroy the value of collateral and negatively affect the local economies in which we operate, which could have a material adverse effect on our results of operations.

***Since we engage in lending secured by real estate and may be forced to foreclose on the collateral property and own the underlying real estate, we may be subject to the increased costs and risks associated with the ownership of commercial or residential real property, which could have an adverse effect on our business or results of operations.***

A significant portion of our loan portfolio is secured by residential or commercial real property. During the ordinary course of business, we may foreclose on and take title to properties securing certain loans, in which case, we are exposed to the risks inherent in the ownership of real estate. The amount that we, as a mortgagee, may realize after a default is dependent upon factors outside of our control, including:

- general or local economic conditions;
- environmental cleanup liability;
- neighborhood values;
- interest rates;
- commercial real estate rental and vacancy rates;
- real estate tax rates;
- operating expenses of the mortgaged properties;
- supply of and demand for properties;
- ability to obtain and maintain adequate occupancy of the properties;
- zoning laws;
- governmental rules, regulations and fiscal policies; and
- hurricanes or other natural or man-made disasters.

These same factors may impact the ability of borrowers to repay their obligations that are secured by real property.

***The credit quality of our loan portfolio and results of operations are affected by residential and commercial real estate values and the level of residential and commercial real estate sales and rental activity.***

A material portion of our loans are secured by residential or commercial real estate. The ability of our borrowers to repay their obligations and our financial results may therefore be adversely affected by changes in real estate values. Commercial real estate valuations in particular are highly subjective, as they are based on many assumptions. Such valuations can be significantly affected over relatively short periods of time by changes in business climate, economic conditions, occupancy rates, the level of rents, interest rates and, in many cases, the results of operations of businesses and other occupants of the real property. The properties securing income-producing investor real estate loans may not be fully leased at the origination of the loan. A borrower's ability to repay these loans is dependent upon stabilization of the properties and additional leasing through the life of the loan or the borrower's successful operation of a business. Weak economic conditions may impair a borrower's business operations, lead to elevated vacancy rates or lease turnover, slow the execution of new leases or result in falling rents. These factors could result in further deterioration in the fundamentals underlying the commercial real estate market and the deterioration in value of some of our loans. Similarly, residential real estate valuations can be impacted by housing trends, the availability of financing at reasonable interest rates, the level of supply of available housing, governmental policy regarding housing and housing finance and general economic conditions affecting consumers.

We make credit and reserve decisions based on current real estate values, the current conditions of borrowers, properties or projects and our expectations for the future. If real estate values or fundamentals underlying the commercial and residential real estate markets decline, we could experience higher delinquencies and charge-offs beyond that provided for in the ALLL.

***Our portfolio of loans secured by taxi medallions is exposed to fluctuations in the demand for taxi services and valuation of the underlying collateral.***

We have a portfolio of loans secured by taxi medallions, substantially all of which are in New York City. The introduction of application-based mobile ride services, such as Uber, has caused a more competitive landscape for these services, resulting in reduced ridership and utilization of taxis and a reduction in the pool of drivers willing to drive taxis. Consequently, the reduced income generated from the operation of taxi medallions has caused significant declines in the market value of medallions and increased the likelihood that loans secured by taxi medallions may default or that borrowers may be unable to repay these loans at maturity, leading to an increase in troubled debt restructurings. Management has provided for estimated losses incurred through December 31, 2015, however, further declines in demand for taxi services or further deterioration in the value of medallions may result in higher delinquencies and losses beyond that provided for in the ALLL.

***Our portfolio of assets under operating lease is exposed to fluctuations in the demand for and valuation of the underlying assets.***

Our equipment leasing business is exposed to asset risk resulting from ownership of the equipment on operating lease. Asset risk arises from fluctuations in supply and demand for the underlying leased equipment. We are exposed to the risk that, at the end of the lease term or in the event of early termination, the value of the asset will be lower than expected, resulting in reduced future lease income over the remaining life of the asset or a lower sale value. Demand for and the valuation of the leased transportation equipment is sensitive to shifts in general and industry specific economic and market trends and changes in trade flows from specific events such as natural or man-made disasters. A significant portion of our equipment under operating lease consists of rail cars used directly or indirectly in oil and gas drilling activities. Although we regularly monitor the value of the underlying assets and the potential impact of declines in oil and natural gas prices on the value of railcars on operating lease, there is no assurance that the value of these assets will not be adversely impacted by conditions in the energy industry.

***Our reported financial results depend on management's selection and application of accounting policies and methods and related assumptions and estimates.***

Our accounting policies and estimates are fundamental to our reported financial condition and results of operations. Management is required to make difficult, complex or subjective judgments in selecting and applying many of these accounting policies. In some cases, management must select an accounting policy or method from two or more alternatives, any of which may be reasonable under the circumstances, yet may result in us reporting materially different results than would have been reported under a different alternative.

From time to time, the Financial Accounting Standards Board and SEC may change the financial accounting and reporting standards that govern the preparation of our financial statements. These changes can be difficult to predict and can materially

impact how we record and report our financial condition and results of operations. In some cases, we could be required to apply a new or revised standard retrospectively, resulting in a restatement of prior period financial statements.

***Our internal controls may be ineffective.***

Management regularly monitors, evaluates and updates our internal controls over financial reporting, disclosure controls and procedures, and corporate governance policies and procedures. Any system of controls, however well designed and operated, can provide only reasonable, not absolute, assurances that the objectives of the controls are met. Any failure or circumvention of our controls and procedures or failure to comply with regulations related to controls and procedures could have a material adverse effect on our financial condition and results of operations.

***We depend on our executive officers and key personnel to continue the implementation of our long-term business strategy and could be harmed by the loss of their services.***

We believe that our continued growth and future success will depend in large part on the skills of our senior management team. We believe our senior management team possesses valuable knowledge about and experience in the banking industry and that their knowledge and relationships would be very difficult to replicate. Although certain key members of our senior management team have entered into employment agreements with us, they may not complete the terms of their employment agreements or renew them upon expiration. Other members of our senior management team are not subject to employment agreements. Our success also depends on the experience of other key personnel and on their relationships with the customers and communities they serve. The loss of service of one or more of our executive officers or key personnel, or the inability to recruit and retain qualified personnel in the future, could have an adverse effect on our business, financial condition or operating results.

***We face significant competition from other financial institutions and financial services providers, which may adversely impact our growth or profitability.***

The primary markets we currently serve are Florida and the New York metropolitan area. Consumer and commercial banking in these markets is highly competitive. Our markets contain not only a large number of community and regional banks, but also a significant presence of the country's largest commercial banks. We compete with other state and national financial institutions located in Florida, New York and adjoining states as well as savings and loan associations, savings banks and credit unions for deposits and loans. In addition, we compete with financial intermediaries, such as consumer finance companies, marketplace lenders, mortgage banking companies, insurance companies, securities firms, mutual funds and several government agencies as well as major retailers, all actively engaged in providing various types of loans and other financial services.

The financial services industry could become even more competitive as a result of legislative, regulatory and technological changes and continued consolidation. Banks, securities firms and insurance companies can merge under the umbrella of a financial holding company, which can offer virtually any type of financial service, including banking, securities underwriting, insurance (both agency and underwriting) and merchant banking. Increased competition among financial services companies may adversely affect our ability to market our products and services. Also, technology has lowered barriers to entry and made it possible for banks to compete in our market without a retail footprint by offering competitive rates, as well as non-banks, including online providers, to offer products and services traditionally provided by banks. Many of our competitors have fewer regulatory constraints and may have lower cost structures. Additionally, due to their size, many competitors may offer a broader range of products and services as well as better pricing for certain products and services than we can.

Our ability to compete successfully depends on a number of factors, including:

- the ability to develop, maintain and build upon long-term customer relationships based on quality service, high ethical standards and safe and sound banking practices;
- the ability to attract and retain qualified employees to operate our business effectively;
- the ability to expand our market position;
- the scope, relevance and pricing of products and services offered to meet customer needs and demands;
- the rate at which we introduce new products and services relative to our competitors;
- customer satisfaction with our level of service; and
- industry and general economic trends.

Failure to perform in any of these areas could significantly weaken our competitive position, which could adversely affect our growth and profitability, which, in turn, could harm our business, financial condition and results of operations.

***The inability of BankUnited, Inc. to receive dividends from its subsidiary bank could have a material adverse effect on the ability of BankUnited, Inc. to make payments on its debt or pay cash dividends to its shareholders.***

BankUnited, Inc. is a separate and distinct legal entity from the Bank, and a substantial portion of its revenue consists of dividends from the Bank. These dividends are the primary funding source for the dividends paid by BankUnited, Inc. on its common stock and the interest and principal payments on its debt. Various federal and state laws and regulations limit the amount of dividends that a bank may pay to its parent company. In addition, our right to participate in a distribution of assets upon the liquidation or reorganization of a subsidiary may be subject to the prior claims of the subsidiary's depositors and other creditors. If the Bank is unable to pay dividends, BankUnited, Inc. might not be able to service its debt, pay its obligations, or pay dividends on its common stock.

***We rely on analytical and forecasting models that may prove to be inadequate or inaccurate, which could adversely impact the effectiveness of our strategic planning and our results of operations.***

The processes we use to forecast future performance and estimate expected credit losses, the effects of changing interest rates, sources and uses of liquidity, cash flows from the covered assets, real estate values, and economic indicators such as unemployment on our financial condition and results of operations depend upon the use of analytical and forecasting tools and models. These tools and models reflect assumptions that may not be accurate, particularly in times of market stress or other unforeseen circumstances. Furthermore, even if our assumptions are accurate predictors of future performance, the tools and models they are based on may prove to be inadequate or inaccurate because of other flaws in their design or implementation. If these tools prove to be inadequate or inaccurate, our strategic planning processes, earnings and capital may be adversely impacted.

***Changes in taxes and other assessments may adversely affect us.***

The legislatures and taxing authorities in the tax jurisdictions in which we operate regularly enact reforms to the tax and other assessment regimes to which we and our customers are subject. Such reforms include changes in the rate of assessments. The effects of these changes and any other changes that result from enactment of additional tax reforms cannot be quantified and there can be no assurance that any such reforms would not have an adverse effect upon our business.

Tax laws are complex and subject to different interpretations by the taxpayer and relevant governmental taxing authorities, which are sometimes subject to prolonged evaluation periods until a final resolution is reached. In establishing a provision for income tax expense and filing returns, the Company must make judgments and interpretations about the application of these inherently complex tax laws. If the judgments, estimates and assumptions the Company uses in preparing its tax returns are subsequently found to be incorrect, there could be a material effect on our results of operations.

## **Operational Risks**

***We are subject to a variety of operational, legal and compliance risks, including the risk of fraud or theft by employees or outsiders, which may adversely affect our business and results of operations.***

We are exposed to many types of operational risks, including legal and compliance risk, the risk of fraud or theft by employees or outsiders and operational errors, including clerical or record-keeping errors or those resulting from faulty or disabled computer or telecommunications systems. The occurrence of any of these events could cause us to suffer financial loss, face regulatory action and suffer damage to our reputation.

Because the nature of the financial services business involves a high volume of transactions, certain errors may be repeated or compounded before they are discovered and successfully rectified. Our necessary dependence upon automated systems to record and process transactions and our large transaction volume may further increase the risk that technical flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect. We also may be subject to disruptions of our operating systems arising from events that are wholly or partially beyond our control which may give rise to disruption of service to customers and to financial loss or liability. The occurrence of any of these events could result in a diminished ability to operate our business as well as potential liability to customers and counterparties, reputational damage and regulatory intervention, which could adversely affect our business, financial condition or results of operations.

***We are dependent on our information technology and telecommunications systems. Systems failures or interruptions could have an adverse effect on our financial condition and results of operations.***

Our business is highly dependent on the successful and uninterrupted functioning of our information technology and telecommunications systems. We rely on these systems to process new and renewal loans, gather deposits, provide customer service, facilitate collections and share data across our organization. The failure of these systems could interrupt our operations. Because our information technology and telecommunications systems interface with and depend on third-party systems, we could experience service denials if demand for such services exceeds capacity or such third-party systems fail or experience interruptions. If sustained or repeated, a system failure or service denial could result in a deterioration of our ability to process new and renewal loans, gather deposits and provide customer service, compromise our ability to operate effectively, damage our reputation, result in a loss of customer business, and/or subject us to additional regulatory scrutiny and possible financial liability, any of which could have a material adverse effect on our financial condition and results of operations.

***We are dependent on third-party service providers for certain aspects of our business infrastructure and information and telecommunications systems.***

We rely on third parties to provide key components of our business infrastructure and major systems including, but not limited to, our electronic funds transfer transaction processing, cash management and online banking services. While we select and monitor the performance of third party vendors carefully, we do not control their actions. Any problems caused by these third parties, including those resulting from disruptions in communication services provided by a vendor, failure of a vendor to handle current or higher volumes, failure of a vendor to provide services for any reason or poor performance of services, or the termination of a third-party software license or service agreement on which any of these systems is based, could adversely affect our ability to deliver products and services to our customers and otherwise conduct our business. Financial or operational difficulties of a third party vendor could also adversely affect our operations if those difficulties interfere with the vendor's ability to serve us effectively or at all. Replacing these third party vendors could also create significant delay and expense. Accordingly, use of such third parties creates an unavoidable inherent risk to our business operations.

***Failure to detect or prevent a breach in information security or to protect customer privacy could have an adverse effect on our business.***

In the normal course of our business, we collect, process and retain sensitive and confidential client and customer information. Despite the security measures we have in place, our facilities and systems may be vulnerable to cyber-attacks, security breaches, acts of vandalism, computer viruses, misplaced or lost data, programming and / or human errors, or other similar events.

We provide our customers the ability to bank remotely, including online, via mobile devices and over the telephone. The secure transmission of confidential information over the Internet and other remote channels is a critical element of remote banking. Our network could be vulnerable to unauthorized access, computer viruses, phishing schemes and other security breaches. In addition to cyber-attacks or other security breaches involving the theft of sensitive and confidential information, hackers recently have engaged in attacks against large financial institutions, particularly denial of service attacks, designed to disrupt key business services such as customer-facing web sites. We may be required to spend significant capital and other resources to protect against the threat of security breaches and computer viruses, or to alleviate problems caused by security breaches or viruses. Any cyber-attack or other security breach involving the misappropriation, loss or other unauthorized disclosure of confidential customer information could severely damage our reputation, erode confidence in the security of our systems, products and services, expose us to the risk of litigation and liability, disrupt our operations and have a material adverse effect on our business.

***Failure to keep pace with technological changes could have a material adverse impact on our ability to compete for loans and deposits, and therefore on our financial condition and results of operations.***

Financial products and services have become increasingly technology-driven. To some degree, our ability to meet the needs of our customers competitively, and in a cost-efficient manner, is dependent on our ability to keep pace with technological advances and to invest in new technology as it becomes available. Many of our competitors have greater resources to invest in technology than we do and may be better equipped to market new technology-driven products and services. The widespread adoption of new technologies, including internet services and payment systems, could require us to incur substantial expenditures to modify or adapt our existing products and services.

***The soundness of other financial institutions, particularly our financial institution counterparties, could adversely affect us.***

Our ability to engage in routine funding and other transactions could be adversely affected by the stability and actions of other financial services institutions. Financial services institutions are interrelated as a result of trading, clearing, servicing, counterparty and other relationships. We have exposure to an increasing number of financial institutions and counterparties. These counterparties include institutions that may be exposed to various risks over which we have little or no control.

Adverse developments affecting the overall strength and soundness of the financial services industry as a whole and third parties with whom we have important relationships could have a negative impact on our business even if we are not subject to the same adverse developments.

***Reputational risks could affect our results.***

Our ability to originate new business and maintain existing customer relationships is highly dependent upon customer and other external perceptions of our business practices. Adverse perceptions regarding our business practices could damage our reputation in both the customer and funding markets, leading to difficulties in generating and maintaining accounts as well as in financing them. Negative public opinion can result from our actual or alleged conduct in any number of activities, including lending practices, corporate governance and acquisitions and from actions taken by government regulators and community organizations in response to those activities. Adverse developments with respect to external perceptions regarding the practices of our competitors, or our industry as a whole, or the general economic climate may also adversely impact our reputation. These perceptions about us could cause our business to be negatively affected and exacerbate the other risks that we face. In addition, adverse reputational impacts on third parties with whom we have important relationships may adversely impact our reputation. Adverse reputational impacts or events may also increase our litigation risk. We carefully monitor internal and external developments for areas of potential reputational risk and have established governance structures to assist in evaluating such risks in our business practices and decisions.

## **Risks Relating to the Regulation of Our Industry**

***We operate in a highly regulated environment and the laws and regulations that govern our operations, corporate governance, executive compensation and accounting principles, or changes in them, or our failure to comply with them, may adversely affect us.***

We are subject to extensive regulation, supervision, and legal requirements that govern almost all aspects of our operations. Intended to protect customers, depositors, the DIF, and the overall financial stability of the United States, these laws and regulations, among other matters, prescribe minimum capital requirements, impose limitations on the business activities in which we can engage, limit the dividend or distributions that BankUnited can pay to BankUnited, Inc., restrict the ability of institutions to guarantee our debt, and impose specific accounting requirements on us. Compliance with laws and regulations can be difficult and costly, and changes to laws and regulations often impose additional compliance costs. In addition, federal banking agencies, including the OCC and Federal Reserve Board, periodically conduct examinations of our business, including compliance with laws and regulations. Our failure to comply with these laws and regulations, even if the failure follows good faith effort or reflects a difference in interpretation, could subject us to restrictions on our business activities, fines, remedial actions, administrative orders and other penalties, any of which could adversely affect our results of operations and capital base.

Further, federal, state and local legislators and regulators regularly introduce measures or take actions that would modify the regulatory requirements applicable to banks, their holding companies and other financial institutions. Changes in laws, regulations or regulatory policies could adversely affect the operating environment for the Company in substantial and unpredictable ways, increase our cost of doing business, impose new restrictions on the way in which we conduct our operations or add significant operational constraints that might impair our profitability. We cannot predict whether new

legislation will be enacted and, if enacted, the effect that it, or any implementing regulations, would have on our business, financial condition or results of operations.

***The ongoing implementation of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 may have a material effect on our operations.***

The Dodd-Frank Act imposes significant regulatory and compliance changes. There remains uncertainty surrounding the manner in which certain provisions of the Dodd-Frank Act will ultimately be interpreted and implemented by the various regulatory agencies and the full extent of the impact of the requirements on our operations is still unclear. The changes resulting from the Dodd-Frank Act, including the Volcker Rule and rules and regulations established by the CFPB, may impact the profitability of our business activities, require changes to certain of our business practices, require the development of new compliance infrastructure, impose upon us more stringent capital and liquidity requirements or otherwise adversely affect our business. These changes may also require us to invest significant management attention and resources to evaluate and make any changes necessary to comply with new statutory and regulatory requirements. Failure to comply with the new requirements or with any future changes in laws or regulations may negatively impact our results of operations and financial condition. For a more detailed description of the Dodd-Frank Act, see Item 1 "Business—Regulation and Supervision—The Dodd-Frank Act."

***Failure to comply with the business plan filed with the OCC could have an adverse effect on our ability to execute our business strategy.***

In conjunction with the conversion of its charter to that of a national bank, BankUnited was required to file a business plan with the OCC, and is required to update the business plan annually. Failure to comply with the business plan could subject the Bank to regulatory actions that could impede our ability to execute our business strategy. The provisions of the business plan restrict our ability to engage in business activities outside of those contemplated in the business plan or to expand the level of our growth beyond that contemplated in the business plan without regulatory non-objection.

***Our ability to expand through acquisition or de novo branching requires regulatory approvals, and failure to obtain them may restrict our growth.***

We may identify opportunities to complement and expand our business by pursuing strategic acquisitions of financial institutions and other complementary businesses. We must generally receive federal regulatory approval before we can acquire an institution or business. In determining whether to approve a proposed acquisition, federal banking regulators will consider, among other factors, the effect of the acquisition on competition, our financial condition, our future prospects, and the impact of the proposal on U.S. financial stability. The regulators also review current and projected capital ratios and levels, the competence, experience, and integrity of management and its record of compliance with laws and regulations, the convenience and needs of the communities to be served (including the acquiring institution's record of compliance under the CRA) and the effectiveness of the acquiring institution in combating money laundering activities. Such regulatory approvals may not be granted on terms that are acceptable to us, or at all. We may also be required to sell or close branches as a condition to receiving regulatory approval, which condition may not be acceptable to us or, if acceptable to us, may reduce the benefit of any acquisition.

In addition to the acquisition of existing financial institutions, as opportunities arise, we may continue *de novo* branching as a part of our internal growth strategy and possibly enter into new markets through *de novo* branching. *De novo* branching and any acquisition carries with it numerous risks, including the inability to obtain all required regulatory approvals. The failure to obtain these regulatory approvals for potential future strategic acquisitions and *de novo* branches may impact our business plans and restrict our growth.

***Financial institutions, such as BankUnited, face a risk of noncompliance and enforcement action with the Bank Secrecy Act and other anti-money laundering statutes and regulations.***

The federal Bank Secrecy Act, the USA PATRIOT Act, and other laws and regulations require financial institutions, among other duties, to institute and maintain an effective anti-money laundering program and file suspicious activity and currency transaction reports as appropriate. The federal Financial Crimes Enforcement Network, established by the U.S. Treasury Department to administer the Bank Secrecy Act, is authorized to impose significant civil money penalties for violations of those requirements, and has engaged in coordinated enforcement efforts with the individual federal banking regulators, as well as the U.S. Department of Justice, Drug Enforcement Administration, and Internal Revenue Service. There is also increased scrutiny of compliance with the sanctions programs and rules administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control.

In order to comply with regulations, guidelines and examination procedures in this area, we dedicate significant resources to the ongoing execution of our anti-money laundering program, continuously monitor and enhance as necessary our policies

and procedures and maintain a robust automated anti-money laundering software solution. If our policies, procedures and systems are deemed deficient or the policies, procedures and systems of financial institutions that we may acquire in the future are deemed deficient, we could be subject to liability, including fines and regulatory actions such as restrictions on our ability to pay dividends and the necessity to obtain regulatory approvals to proceed with certain aspects of our business plan, including our expansion plans.

***We are subject to the CRA and fair lending laws, and failure to comply with these laws could lead to material penalties.***

The CRA, the Equal Credit Opportunity Act, the Fair Housing Act and other fair lending laws and regulations impose nondiscriminatory lending requirements on financial institutions. The Department of Justice and other federal agencies are responsible for enforcing these laws and regulations. A successful challenge to an institution's performance under the CRA or fair lending laws and regulations could result in a wide variety of sanctions, including the required payment of damages and civil money penalties, injunctive relief, imposition of restrictions on mergers and acquisitions activity, and restrictions on expansion activity. Private parties may also have the ability to challenge an institution's performance under fair lending laws in private class action litigation.

***The FDIC's restoration plan and any future related increased assessments could adversely affect our earnings.***

As a result of economic conditions and the enactment of the Dodd-Frank Act, the FDIC increased the deposit insurance assessment rates and thus raised deposit premiums for insured depository institutions. If the current level of deposit premiums are insufficient for the DIF to meet its funding requirements in the future, further special assessments or increases in deposit insurance premiums may be required. We are generally unable to control the amount of premiums that we are required to pay for FDIC insurance. If there are additional bank or financial institution failures in the future, we may be required to pay FDIC premiums higher than current levels. Any future additional assessments or increases in FDIC insurance premiums may adversely affect results of operations.

***Unfavorable results from ongoing stress analyses may adversely affect our ability to retain customers or compete for new business opportunities.***

Under the Dodd-Frank Act, the Company is required to annually conduct a company-run stress test to estimate the potential impact of three macroeconomic scenarios provided by the Federal Reserve on our regulatory capital ratios and certain other financial metrics. The Company is required to publish a public summary of these results.

Although the stress tests are not meant to assess our current condition, our customers may misinterpret and adversely react to the results of these stress tests despite the strength of our financial condition. Any potential misinterpretations and adverse reactions could limit our ability to attract and retain customers or to effectively compete for new business opportunities. The inability to attract and retain customers or effectively compete for new business may adversely affect our business, financial condition or results of operations.

**Item 1B. Unresolved Staff Comments**

None.

**Item 2. Properties**

At December 31, 2015, BankUnited leased 139,572 square feet of office and operations space in Miami Lakes, Florida. This space includes our principal executive offices and operations center. At December 31, 2015, we provided banking services at 98 branch locations in 15 Florida counties. Of the 98 branch properties, we leased 314,589 square feet in 91 locations and owned 32,556 square feet in 7 locations. We also leased 3,000 square feet of property and owned 4,000 square feet of property in Florida for future retail branch operations. Additionally, we leased 32,395 square feet of office space and 5,580 square feet of warehouse space.

At December 31, 2015, BankUnited leased 25,306 square feet of banking services space in New York City at 5 branch locations and 2,000 square feet of banking services space in Melville, New York at 1 branch location. We also leased 76,035 square feet of office space in New York in 7 locations, of which 10,048 square feet have been subleased.

At December 31, 2015, we leased 10,619 square feet of office and operations space in Baltimore, Maryland to house UCBL and Bridge; 5,488 square feet of office and operations space in Scottsdale, Arizona to house Pinnacle; and 129 square feet of office space in Austin, Texas used by Bridge Capital Leasing. We also leased 10,592 square feet of office and operations space in various states used by SBF.

We believe that our facilities are in good condition and are adequate to meet our operating needs for the foreseeable future.

**Item 3. Legal Proceedings**

The Company is involved as plaintiff or defendant in various legal actions arising in the normal course of business. In the opinion of management, based upon advice of legal counsel, the likelihood is remote that the impact of these proceedings, either individually or in the aggregate, would be material to the Company's consolidated financial position, results of operations or cash flows.

**Item 4. Mine Safety Disclosures**

None.

## PART II - FINANCIAL INFORMATION

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

#### Market Information and Holders of Record

Shares of our common stock began trading on the NYSE under the symbol "BKU" on January 28, 2011. The last sale price of our common stock on the NYSE on February 24, 2016 was \$31.76 per share.

The following table shows the high and low sales prices for our common stock for the periods indicated, as reported by the NYSE:

	2015		2014	
	High	Low	High	Low
1st Quarter	\$ 33.69	\$ 26.69	\$ 34.83	\$ 30.16
2nd Quarter	36.95	32.13	35.65	30.76
3rd Quarter	37.92	33.07	34.23	30.23
4th Quarter	39.97	34.05	30.98	27.40

As of February 24, 2016, there were 584 stockholders of record of our common stock.

#### Equity Compensation Plan Information

The information set forth under the caption "Equity Compensation Plan Information" in our definitive proxy statement for the Company's 2016 annual meeting of stockholders (the "Proxy Statement") is incorporated herein by reference.

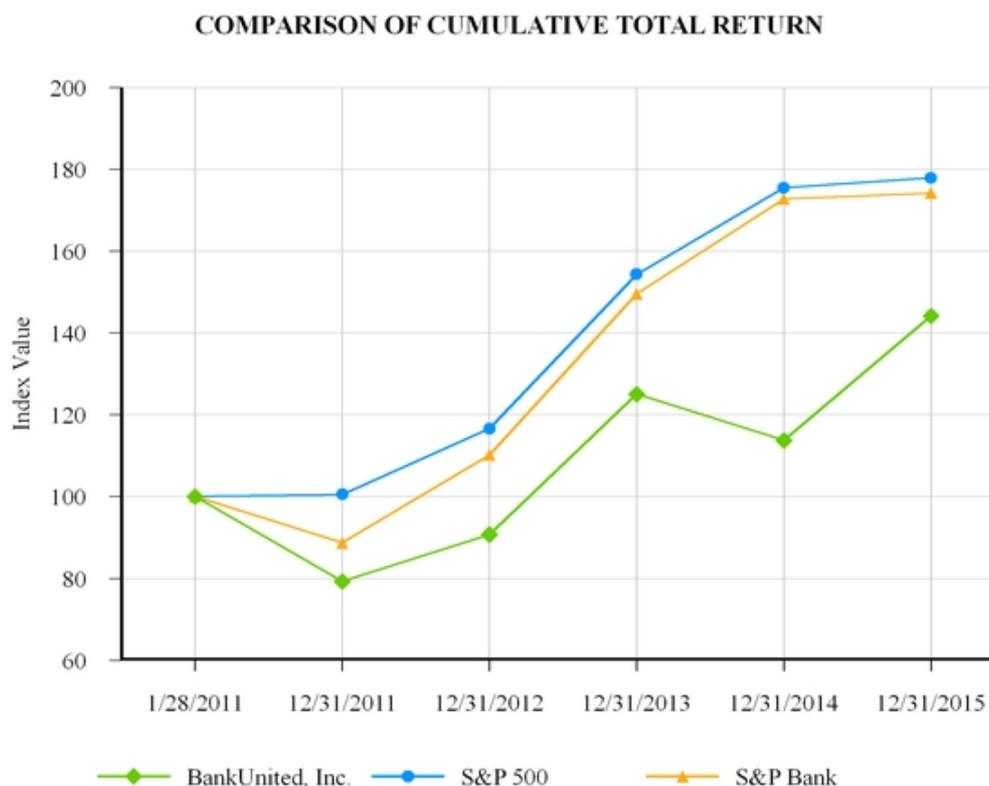
#### Dividend Policy

The Company declared a quarterly dividend of \$0.21 per share on its common stock for each of the four quarters of 2015 and 2014 resulting in total dividends for 2015 and 2014 of \$89.4 million and \$87.9 million, respectively, or \$0.84 per common share for each of the years ended December 31, 2015 and 2014. Dividends from the Bank are the principal source of funds for the payment of dividends on our common stock. The Bank is subject to certain restrictions that may limit its ability to pay dividends to us. See "Business—Regulation and Supervision—Regulatory Limits on Dividends and Distributions". The quarterly dividends on our common stock are subject to the discretion of our board of directors and dependent on, among other things, our financial condition, results of operations, capital requirements, restrictions contained in financing instruments and other factors that our board of directors may deem relevant.

## Stock Performance Graph

The graph set forth below compares the cumulative total stockholder return on an initial investment of \$100 in our common stock between January 28, 2011 (the day shares of our common stock began trading) and December 31, 2015, with the comparative cumulative total return of such amount on the S&P 500 Index and the S&P 500 Bank Index over the same period. Reinvestment of all dividends is assumed to have been made in our common stock. The graph assumes our closing sales price on January 28, 2011 of \$28.40 per share as the initial value of our common stock.

The comparisons shown in the graph below are based upon historical data. We caution that the stock price performance shown in the graph below is not necessarily indicative of, nor is it intended to forecast, the potential future performance of our common stock.



<i>Index</i>	1/28/2011	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015
BankUnited, Inc.	100.00	79.24	90.75	125.05	113.73	144.16
S&P 500	100.00	100.51	116.60	154.36	175.49	177.92
S&P Bank	100.00	88.70	110.19	149.55	172.75	174.22

## Recent Sales of Unregistered Securities

None.

## Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

**Item 6. Selected Consolidated Financial Data**

You should read the selected consolidated financial data set forth below in conjunction with "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations," and the audited consolidated financial statements and the related notes thereto included elsewhere in this Form 10-K. The selected consolidated financial data set forth below is derived from our audited consolidated financial statements.

	At December 31,				
	2015	2014	2013	2012	2011
	(dollars in thousands)				
<b>Consolidated Balance Sheet Data:</b>					
Cash and cash equivalents	\$ 267,500	\$ 187,517	\$ 252,749	\$ 495,353	\$ 303,742
Investment securities available for sale, at fair value	4,859,539	4,585,694	3,637,124	4,172,412	4,181,977
Loans, net	16,510,775	12,319,227	8,983,884	5,512,618	4,088,656
FDIC indemnification asset	739,880	974,704	1,205,117	1,457,570	2,049,151
<b>Total assets</b>	<b>23,883,467</b>	<b>19,210,529</b>	<b>15,046,649</b>	<b>12,375,953</b>	<b>11,322,038</b>
Deposits	16,938,501	13,511,755	10,532,428	8,538,073	7,364,714
Federal Home Loan Bank advances	4,008,464	3,307,932	2,412,050	1,916,919	2,236,131
Notes and other borrowings	402,545	10,627	2,263	8,175	206
<b>Total liabilities</b>	<b>21,639,569</b>	<b>17,157,995</b>	<b>13,117,951</b>	<b>10,569,273</b>	<b>9,786,758</b>
Total stockholder's equity	2,243,898	2,052,534	1,928,698	1,806,680	1,535,280
Covered assets	813,525	1,053,317	1,730,182	2,149,009	2,754,668

	Years Ended December 31,				
	2015	2014	2013	2012	2011
(dollars in thousands, except per share data)					
<b>Consolidated Income Statement Data:</b>					
Interest income	\$ 880,816	\$ 783,744	\$ 738,821	\$ 720,856	\$ 638,097
Interest expense	135,164	106,651	92,611	123,269	138,937
Net interest income	745,652	677,093	646,210	597,587	499,160
Provision for loan losses	44,311	41,505	31,964	18,896	13,828
Net interest income after provision for loan losses	701,341	635,588	614,246	578,691	485,332
Non-interest income <sup>(1)</sup>	102,224	84,165	68,049	73,941	163,217
Non-interest expense <sup>(2)</sup>	506,672	426,503	364,293	307,767	455,805
Income before income taxes	296,893	293,250	318,002	344,865	192,744
Provision for income taxes <sup>(3)</sup>	45,233	89,035	109,066	133,605	129,576
Net income	\$ 251,660	\$ 204,215	\$ 208,936	\$ 211,260	\$ 63,168
<b>Share Data:</b>					
Earnings per common share, basic	\$ 2.37	\$ 1.95	\$ 2.03	\$ 2.05	\$ 0.63
Earnings per common share, diluted	\$ 2.35	\$ 1.95	\$ 2.01	\$ 2.05	\$ 0.62
Cash dividends declared per common share	\$ 0.84	\$ 0.84	\$ 0.84	\$ 0.72	\$ 0.56
Dividend payout ratio	35.75%	43.06%	41.73%	35.13%	90.32%
<b>Other Data (unaudited):</b>					
<b>Financial ratios</b>					
Return on average assets	1.18%	1.21%	1.55%	1.71%	0.58%
Return on average common equity	11.62%	10.13%	11.16%	12.45%	4.34%
Yield on earning assets <sup>(4)</sup>	4.64%	5.33%	6.54%	7.28%	7.92%
Cost of interest bearing liabilities	0.84%	0.87%	0.94%	1.33%	1.62%
Equity to assets ratio	9.40%	10.68%	12.82%	14.60%	13.56%
Interest rate spread <sup>(4)</sup>	3.80%	4.46%	5.60%	5.95%	6.30%
Net interest margin <sup>(4)</sup>	3.94%	4.61%	5.73%	6.05%	6.21%
Loan to deposit ratio <sup>(5)</sup>	98.50%	91.89%	85.96%	65.28%	56.23%
<b>Asset quality ratios</b>					
Non-performing loans to total loans <sup>(5)(6)</sup>	0.43%	0.31%	0.39%	0.62%	0.70%
Non-performing assets to total assets <sup>(7)</sup>	0.35%	0.27%	0.51%	0.89%	1.35%
Non-performing non-covered assets to total assets <sup>(7)</sup>	0.26%	0.17%	0.16%	0.13%	0.03%
ALLL to total loans	0.76%	0.77%	0.77%	1.06%	1.17%
ALLL to non-performing loans <sup>(6)</sup>	175.90%	244.69%	195.52%	171.21%	167.59%
Non-covered ALLL to non-covered non-performing loans <sup>(6)</sup>	204.45%	281.54%	246.73%	256.65%	859.34%
Net charge-offs to average loans	0.10%	0.15%	0.31%	0.17%	0.62%
Non-covered net charge-offs to average non-covered loans	0.09%	0.08%	0.34%	0.09%	0.36%

	At December 31,				
	2015	2014	2013	2012	2011
<b>Capital ratios</b>					
Tier 1 leverage	9.35%	10.70%	12.42%	13.16%	13.06%
CET1 risk-based capital	12.58%	N/A	N/A	N/A	N/A
Tier 1 risk-based capital	12.58%	15.45%	21.06%	33.60%	41.62%
Total risk-based capital	13.36%	16.27%	21.93%	34.88%	42.89%

- (1) Includes accretion of FDIC indemnification asset for the year ended December 31, 2011.
- (2) Includes \$110.4 million of equity based compensation recorded in conjunction with the IPO during the year ended December 31, 2011.
- (3) Includes a discrete income tax benefit of \$49.3 million recognized during the year ended December 31, 2015.
- (4) On a tax-equivalent basis.
- (5) Total loans includes premiums, discounts, deferred fees and costs and loans held for sale.
- (6) We define non-performing loans to include non-accrual loans, loans, other than acquired credit impaired ("ACI") loans, that are past due 90 days or more and still accruing and certain loans modified in troubled debt restructurings. Contractually delinquent ACI loans on which interest continues to be accreted are excluded from non-performing loans.
- (7) Non-performing assets include non-performing loans, OREO and other repossessed assets.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis is intended to assist readers in understanding the consolidated financial condition and results of operations of BankUnited, Inc. and its subsidiaries (the "Company", "we", "us" and "our") and should be read in conjunction with the consolidated financial statements, accompanying footnotes and supplemental financial data included herein. In addition to historical information, this discussion contains forward-looking statements that involve risks, uncertainties and assumptions that could cause actual results to differ materially from management's expectations. Factors that could cause such differences are discussed in the sections entitled "Forward-looking Statements" and "Risk Factors." We assume no obligation to update any of these forward-looking statements.

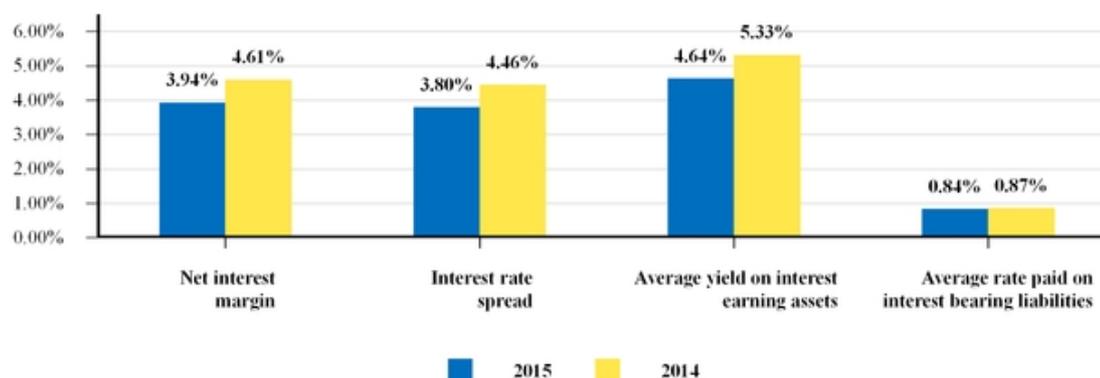
### Overview

#### Performance Highlights

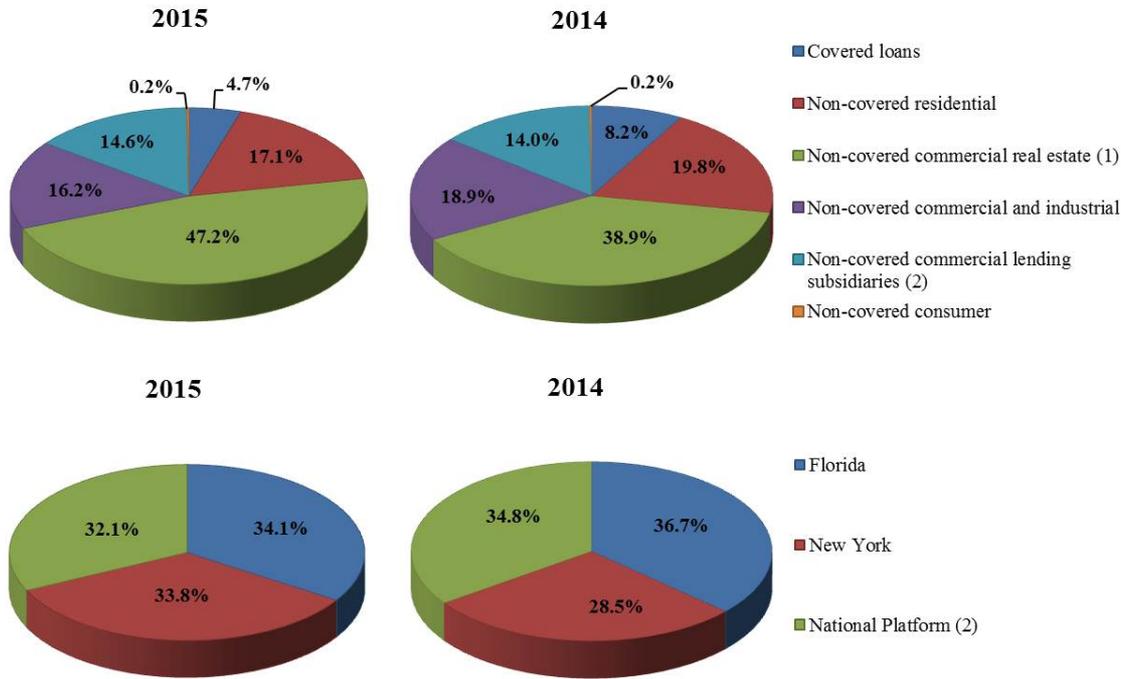
In evaluating our financial performance, we consider the level of and trends in net interest income, the net interest margin, levels and composition of non-interest income and non-interest expense, performance ratios such as the return on average assets and return on average equity and asset quality ratios, particularly for the non-covered portfolio, including the ratio of non-performing loans to total loans, non-performing assets to total assets, and portfolio delinquency and charge-off trends. We consider growth in the loan portfolio by region and product type, deposit growth, trends in funding mix and cost of funds. We analyze these ratios and trends against our own historical performance, our budgeted performance and the financial condition and performance of comparable financial institutions.

Performance highlights include:

- Net income for the year ended December 31, 2015 was \$251.7 million or \$2.35 per diluted share, compared to \$204.2 million or \$1.95 per diluted share for the year ended December 31, 2014. Earnings for 2015 generated a return on average stockholders' equity of 11.62% and a return on average assets of 1.18%. Excluding the effect of a discrete income tax benefit and related professional fees described below, diluted earnings per share for the year ended December 31, 2015 was \$1.90, return on average stockholders' equity was 9.38% and return on average assets was 0.95%.
- The Company recognized a discrete income tax benefit of \$49.3 million during the year ended December 31, 2015, reducing the Company's effective tax rate to 15.2% for the year ended December 31, 2015 from 30.4% for the year ended December 31, 2014. The tax benefit, predicated on guidance issued by the IRS in 2015, relates to the Company's ability to claim additional tax basis in certain assets acquired in the FSB Acquisition. The Company recorded professional fees of \$1.3 million related to this tax benefit during 2015.
- Net interest income for 2015 was \$745.7 million, an increase of \$68.6 million over the prior year. The net interest margin, calculated on a tax-equivalent basis, decreased to 3.94% for 2015 from 4.61% for 2014. The primary driver of the decline in the net interest margin was the continued shift in the composition of the loan portfolio away from higher yielding covered loans into new loans originated at lower current market rates of interest. The following chart provides a comparison of net interest margin, the interest rate spread, the average yield on interest earning assets and the average rate paid on interest bearing liabilities for the years ended December 31, 2015 and 2014 (on a tax-equivalent basis):



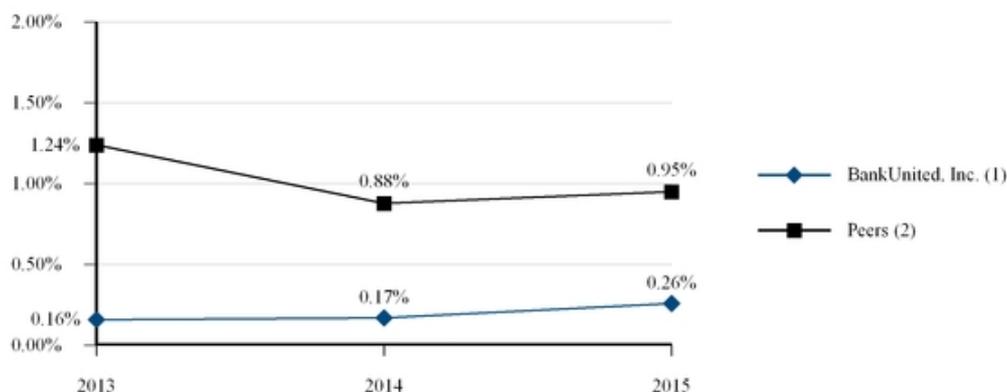
- New loans and leases, including equipment under operating lease, grew by \$4.7 billion, to \$16.2 billion for the year ended December 31, 2015. New loan growth was concentrated in the commercial portfolio, commensurate with our core business strategy. New commercial loans and leases grew by \$4.1 billion for the year ended December 31, 2015, while new residential loans grew by \$401 million. The New York region, the Florida region and our national platforms contributed \$2.2 billion, \$1.3 billion and \$1.0 billion, respectively, to new loan growth for the year ended December 31, 2015. The following charts compare the composition of our loan and lease portfolio by portfolio segment and of our new loan and lease portfolio by region at December 31, 2015 and 2014:



(1) Commercial real estate loans include multifamily, owner occupied and non-owner occupied commercial real estate and construction and land loans.

(2) Includes equipment under operating leases.

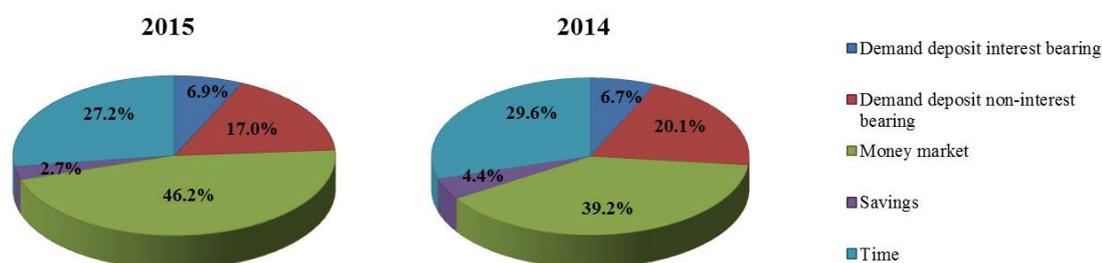
- Asset quality remained strong. At December 31, 2015, 98.2% of the new commercial loan portfolio was rated "pass" and substantially all of the new residential portfolio was current. The ratio of non-performing, non-covered loans to total non-covered loans was 0.37% and the ratio of non-covered non-performing assets to total assets was 0.26% at December 31, 2015. Credit risk related to the covered assets is significantly mitigated by the Loss Sharing Agreements. A comparison of our non-covered, non-performing assets ratio to that of our peers at December 31, 2015, 2014 and 2013 is presented in the chart below:



(1) Calculated as non-covered non-performing assets as a percentage of total assets.

(2) Source: SNL Financial. Peer data reflects median values for publicly traded U.S. banks and thrifts with assets between \$10-50 billion.

- Total deposits grew by \$3.4 billion for the year ended December 31, 2015 to \$16.9 billion, including deposits of \$3.3 billion in New York. The weighted average cost of deposits remained steady at 0.61% for both of the years ended December 31, 2015 and 2014. The following charts illustrate the composition of deposits at December 31, 2015 and 2014:



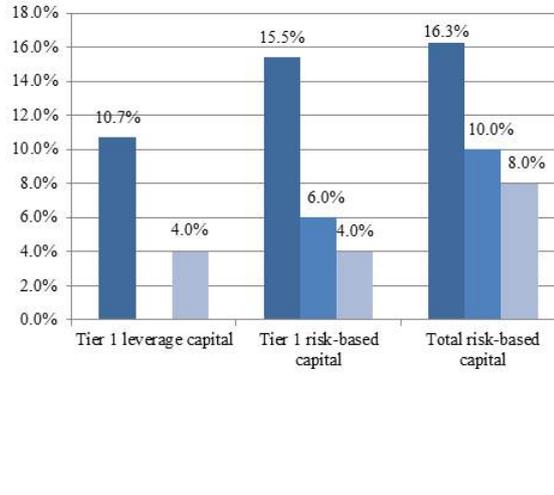
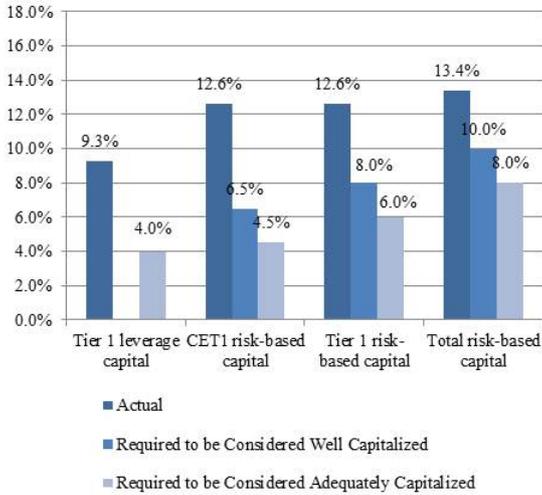
- The Company completed the SBF acquisition in May, 2015 for a cash purchase price of \$278 million. In connection with the transaction, the Company acquired loans with an estimated fair value of \$256 million, comprised of \$174 million of loans to be held in portfolio and \$82 million of loans designated held for sale, and servicing assets with an estimated fair value of \$10 million. Goodwill of \$10 million was recognized.
- During the quarter ended December 31, 2015, the Company completed an underwritten public offering of \$400 million aggregate principal amount of its 4.875% senior notes.

- The Company's and the Bank's capital ratios exceed all regulatory "well capitalized" guidelines. The charts below present the Company's and the Bank's regulatory capital ratios compared to regulatory guidelines as of December 31, 2015 and 2014:

*BankUnited, Inc:*

**2015**

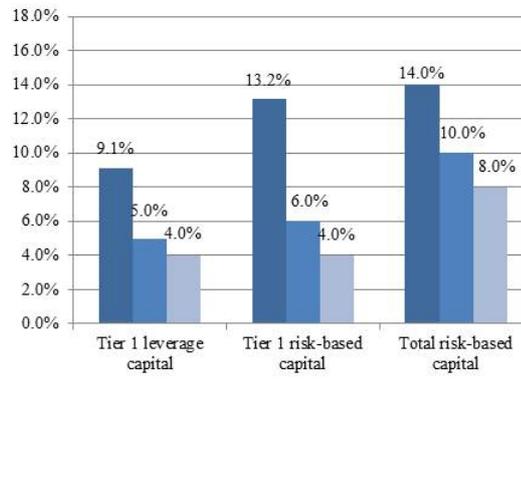
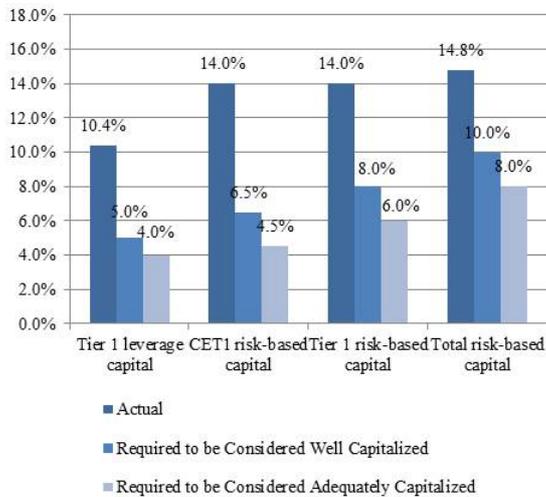
**2014**



*BankUnited, N.A.:*

**2015**

**2014**



**Opportunities and Challenges**

Management has identified significant opportunities for our Company, including:

- Our capital position, market presence and experienced lending and relationship banking teams position us well for continued organic growth in Florida and the Tri-State market, both of which we believe to be attractive banking markets. We also expect continued growth from our national lending platforms.

- We continue to evaluate potential strategic acquisitions of financial institutions and complementary businesses.
- The potential to further optimize our deposit mix in conjunction with the growth of our core commercial business.
- Potential enhancement of operating efficiency as the New York region and our national platforms, with their limited geographic footprints, comprise a larger proportion of our asset and revenue mix.

We have also identified significant challenges confronting the industry and our Company:

- The sustained low interest rate environment and competitive market conditions are likely to continue to put pressure on our net interest margin, particularly as higher yielding covered assets are liquidated or mature and are replaced with assets originated or purchased at current market rates of interest.
- Uncertainty about fiscal and monetary policy may impact the business and economic environment in our primary market areas.
- Uncertainty about the full impact of new regulation may present challenges in the execution of our business strategy and the management of non-interest expense. For additional discussion, see "Item 1. Business—Regulation and Supervision."

### **Critical Accounting Policies and Estimates**

Our consolidated financial statements are prepared in accordance with U.S. generally accepted accounting principles ("GAAP") and follow general practices within the banking industry. Application of these principles requires management to make complex and subjective estimates and judgments that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable and appropriate under current circumstances. These assumptions form the basis for our judgments about the carrying values of assets and liabilities that are not readily available from independent, objective sources. We evaluate our estimates on an ongoing basis. Use of alternative assumptions may have resulted in significantly different estimates. Actual results may differ from these estimates.

Accounting policies are an integral part of our financial statements. A thorough understanding of these accounting policies is essential when reviewing our reported results of operations and our financial position. We believe that the critical accounting policies and estimates discussed below involve a heightened level of management judgment due to the complexity, subjectivity and sensitivity involved in their application.

Note 1 to the consolidated financial statements contains a further discussion of our significant accounting policies.

#### ***Allowance for Loan and Lease Losses***

The ALLL represents management's estimate of probable loan losses inherent in the Company's loan portfolio. Determining the amount of the ALLL is considered a critical accounting estimate because of its complexity and because it requires significant judgment and estimation. Estimates that are particularly susceptible to change that may have a material impact on the amount of the ALLL include:

- the amount and timing of expected future cash flows from ACI loans and impaired loans;
- the value of underlying collateral, which impacts loss severity and certain cash flow assumptions;
- the selection of proxy data used to calculate loss factors;
- our evaluation of loss emergence and historical loss experience periods;
- our evaluation of the risk profile of various loan portfolio segments, including internal risk ratings; and
- our selection and evaluation of qualitative factors.

Note 1 to the consolidated financial statements describes the methodology used to determine the ALLL.

#### ***Accounting for Acquired Loans and the FDIC Indemnification Asset***

A significant portion of the covered loans are residential ACI Loans. The accounting for ACI loans requires the Company to estimate the timing and amount of cash flows to be collected from these loans and to continually update estimates of the cash flows expected to be collected over the lives of the loans. Similarly, the accounting for the FDIC indemnification asset requires the Company to estimate the timing and amount of cash flows to be received from the FDIC in reimbursement for losses and

expenses related to the covered loans; these estimates are directly related to estimates of cash flows to be received from the covered loans. Estimated cash flows impact the rate of accretion on covered loans and the rate of accretion or amortization on the FDIC indemnification asset as well as the amount of any ALLL to be established related to the covered loans. These cash flow estimates are considered to be critical accounting estimates because they involve significant judgment and assumptions as to their amount and timing.

Covered 1-4 single family residential and home equity loans were placed into homogenous pools at the time of the FSB Acquisition; the ongoing credit quality and performance of these loans is monitored on a pool basis and expected cash flows are estimated on a pool basis. At acquisition, the fair value of the pools was measured based on the expected cash flows to be derived from each pool. For ACI pools, the difference between total contractual payments due and the cash flows expected to be received at acquisition was recognized as non-accretable difference. The excess of expected cash flows over the recorded fair value of each ACI pool at acquisition was recognized as accretable yield. The accretable yield is accreted into interest income over the life of each pool.

We monitor the pools quarterly by updating our expected cash flows to determine whether any changes have occurred in expected cash flows that would be indicative of impairment or necessitate reclassification between non-accretable difference and accretable yield. Initial and ongoing cash flow expectations incorporate significant assumptions regarding prepayment rates, the timing of resolution of loans, the timing and amount of loan sales, frequency of default, delinquency and loss severity, which is dependent on estimates of underlying collateral values. Changes in these assumptions could have a potentially material impact on the amount of the ALLL related to the covered loans as well as on the rate of accretion on these loans. Prepayment, delinquency, default curves and loss severity used to forecast pool cash flows are derived from roll rates generated from the historical performance of the ACI residential loan portfolio observed over the immediately preceding four quarters, or the immediately preceding twelve quarters as it relates to loss severity from loan sales. Generally, improvements in expected cash flows less than 1% of the expected cash flows from a pool are not recorded. This threshold is judgmentally determined.

Generally, commercial loans are monitored and expected cash flows updated at the individual loan level due to the size and other unique characteristics of these loans. The expected cash flows are estimated based on judgments and assumptions which include credit risk grades established in the Bank's ongoing credit review program, likelihood of default based on observations of specific loans during the credit review process as well as applicable industry data, loss severity based on updated evaluations of cash flows from available collateral, and the contractual terms of the underlying loan agreements. Changes in the assumptions that impact forecasted cash flows could result in a potentially material change to the amount of the ALLL.

The estimated cash flows from the FDIC indemnification asset are sensitive to changes in the same assumptions that impact expected cash flows on covered loans. Estimated cash flows impact the rate of amortization on the FDIC indemnification asset.

### ***Fair Value Measurements***

The Company measures certain of its assets and liabilities at fair value on a recurring or non-recurring basis. Assets and liabilities measured at fair value on a recurring basis include investment securities available for sale, certain servicing rights and derivative instruments. Assets that may be measured at fair value on a non-recurring basis include OREO and other repossessed assets, impaired loans, loans held for sale, goodwill, intangible assets, residential MSRs and assets acquired and liabilities assumed in business combinations. The consolidated financial statements also include disclosures about the fair value of financial instruments that are not recorded at fair value.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Inputs used to determine fair value measurements are prioritized into a three level hierarchy based on observability and transparency of the inputs, summarized as follows:

Level 1—observable inputs that reflect quoted prices in active markets,

Level 2—inputs other than quoted prices in active markets that are based on observable market data, and

Level 3—unobservable inputs requiring significant management judgment or estimation.

When observable market quotes are not available, fair value is estimated using modeling techniques such as discounted cash flow analyses and option pricing models. These modeling techniques utilize assumptions that we believe market participants would use in pricing the asset or the liability.

Particularly for estimated fair values of assets and liabilities categorized within level 3 of the fair value hierarchy, the selection of different valuation techniques or underlying assumptions could result in fair value estimates that are higher or

lower than the amounts recorded or disclosed in our consolidated financial statements. Considerable judgment may be involved in determining the amount that is most representative of fair value.

Because of the degree of judgment involved in selecting valuation techniques and underlying assumptions, fair value measurements are considered critical accounting estimates.

Notes 1, 4 and 16 to our consolidated financial statements contain further information about fair value estimates.

## **Recent Accounting Pronouncements**

See Note 1 to our consolidated financial statements for a discussion of recent accounting pronouncements.

## **Impact of Acquisition Accounting, ACI Loan Accounting and the Loss Sharing Agreements**

The application of acquisition accounting, accounting for loans acquired with evidence of deterioration in credit quality since origination ("ACI" or "Acquired Credit Impaired" loans) and the provisions of the Loss Sharing Agreements have had a material impact on our financial condition and results of operations. The more significant ways in which our financial statements have been impacted are summarized below and discussed in more detail throughout this "Management's Discussion and Analysis of Financial Condition and Results of Operations":

- Under the acquisition method of accounting, all of the assets acquired and liabilities assumed in the FSB Acquisition were initially recorded on the consolidated balance sheet at their estimated fair values as of May 21, 2009. These estimated fair values differed materially from the carrying amounts of many of the assets acquired and liabilities assumed as reflected in the financial statements of the Failed Bank immediately prior to the FSB Acquisition. In particular, the acquisition date carrying amount of investment securities, loans, the FDIC indemnification asset, goodwill, net deferred tax assets, deposit liabilities, and FHLB advances were materially impacted by acquisition accounting adjustments. The reported amounts of many of the acquired assets continue to be affected by the adjustments;
- Interest income and the net interest margin reflect the impact of accretion of the fair value adjustments made to the carrying amounts of interest earning assets and, to a much lesser extent, interest expense reflects the impact of amortization of the fair value adjustments made to the carrying amounts of interest bearing liabilities in conjunction with the FSB Acquisition;
- The estimated fair value at which the acquired loans were initially recorded by the Company was significantly less than the UPB of the loans. No ALLL was recorded with respect to acquired loans at the FSB Acquisition date. The write-down of loans to fair value in conjunction with the application of acquisition accounting and credit protection provided by the Loss Sharing Agreements reduce the impact of the provision for loan losses related to the acquired loans on the results of operations;
- Acquired investment securities were recorded at their estimated fair values at the FSB Acquisition date, significantly reducing the potential for other-than-temporary impairment charges in periods subsequent to the FSB Acquisition for the acquired securities;
- An indemnification asset related to the Loss Sharing Agreements with the FDIC was recorded in conjunction with the FSB Acquisition. The Loss Sharing Agreements afford the Company significant protection against future credit losses related to covered assets, including up to 90 days of past due interest, as well as reimbursement of certain expenses;
- Non-interest expense includes the effect of amortization of the indemnification asset;
- Non-interest income includes gains and losses associated with the resolution of covered assets and the related effect of indemnification under the terms of the Loss Sharing Agreements. The impact of gains or losses related to transactions in covered assets is significantly mitigated by FDIC indemnification; and
- ACI loans that are contractually delinquent may not be reflected as non-accrual loans or non-performing assets due to the accounting treatment accorded such loans under Accounting Standards Codification ("ASC") section 310-30, "Loans and Debt Securities Acquired with Deteriorated Credit Quality."

While the impact of these factors on our reported financial results is expected to continue to decline over time, they may continue to impact the comparability of our financial performance to that of other financial institutions.

## Results of Operations

### *Net Interest Income*

Net interest income is the difference between interest earned on interest earning assets and interest incurred on interest bearing liabilities and is the primary driver of core earnings. Net interest income is impacted by the relative mix of interest earning assets and interest bearing liabilities, the ratio of interest earning assets to total assets and of interest bearing liabilities to total funding sources, movements in market interest rates, levels of non-performing assets and pricing pressure from competitors.

The mix of interest earning assets is influenced by loan demand, market and competitive conditions in our primary lending markets and by management's continual assessment of the rate of return and relative risk associated with various classes of earning assets. The mix of interest bearing liabilities is influenced by management's assessment of the desire for lower cost funding sources weighed against relationships with customers and growth requirements and is impacted by competition for deposits in the Company's markets and the availability and pricing of other sources of funds.

Net interest income is also impacted by the accounting for ACI loans and to a declining extent, the accretion of fair value adjustments recorded in conjunction with the FSB Acquisition. ACI loans were initially recorded at fair value, measured based on the present value of expected cash flows. The excess of expected cash flows over carrying value, known as accretable yield, is recognized as interest income over the lives of the underlying loans. The positive impact of accretion related to ACI loans on the net interest margin and the interest rate spread is expected to continue to decline as ACI loans comprise a declining percentage of total loans. The proportion of total loans represented by ACI loans is declining as the ACI loans are resolved and new loans are added to the portfolio. ACI loans represented 4.6%, 8.0% and 14.4%, of total loans, including premiums, discounts and deferred fees and costs, at December 31, 2015, 2014 and 2013, respectively. As this trend continues, we expect our net interest margin and interest rate spread to continue to decrease, although at a declining rate.

Consideration received earlier than expected or in excess of expected cash flows may result in a pool of ACI residential loans becoming fully amortized and its carrying value reduced to zero even though outstanding contractual balances and expected cash flows remain related to loans in the pool. Once the carrying value of a pool is reduced to zero, any future proceeds from the remaining loans, representing further realization of accretable yield, are recognized as interest income upon receipt. The carrying value of one pool has been reduced to zero. Interest income for the years ended December 31, 2014 and 2013 was impacted by proceeds from the sale of loans in this pool. The UPB of loans remaining in this pool was insignificant at December 31, 2015 and 2014.

The impact of accretion and ACI loan accounting on net interest income makes it difficult to compare our net interest margin and interest rate spread to those reported by other financial institutions.

The following table presents, for the years ended December 31, 2015, 2014 and 2013, information about (i) average balances, the total dollar amount of taxable equivalent interest income from earning assets and the resultant average yields; (ii) average balances, the total dollar amount of interest expense on interest bearing liabilities and the resultant average rates; (iii) net interest income; (iv) the interest rate spread; and (v) the net interest margin. Non-accrual and restructured loans are included in the average balances presented in this table; however, interest income foregone on non-accrual loans is not included. Interest income, yields, spread and margin have been calculated on a tax-equivalent basis (dollars in thousands):

	2015			2014			2013		
	Average Balance	Interest <sup>(1)</sup>	Yield/Rate <sup>(1)</sup>	Average Balance	Interest <sup>(1)</sup>	Yield/Rate <sup>(1)</sup>	Average Balance	Interest <sup>(1)</sup>	Yield/Rate <sup>(1)</sup>
<b>Assets:</b>									
<b>Interest earning assets:</b>									
Loans	\$ 14,263,617	\$ 769,789	5.40%	\$ 10,536,287	\$ 678,274	6.44%	\$ 6,817,786	\$ 625,948	9.18%
Investment securities <sup>(2)</sup>	4,672,032	121,221	2.59%	3,984,543	111,471	2.80%	4,135,407	117,289	2.84%
Other interest earning assets	481,716	10,098	2.10%	453,252	7,845	1.73%	500,306	5,342	1.07%
Total interest earning assets	19,417,365	901,108	4.64%	14,974,082	797,590	5.33%	11,453,499	748,579	6.54%
Allowance for loan and lease losses	(108,875)			(76,606)			(62,461)		
Non-interest earning assets	1,985,421			1,928,564			2,057,923		
Total assets	\$ 21,293,911			\$ 16,826,040			\$ 13,448,961		
<b>Liabilities and Stockholders' Equity:</b>									
<b>Interest bearing liabilities:</b>									
Interest bearing demand deposits	\$ 1,169,921	5,782	0.49%	\$ 773,655	3,254	0.42%	\$ 582,623	\$ 2,698	0.46%
Savings and money market deposits	6,849,366	37,744	0.55%	5,092,444	25,915	0.51%	4,280,531	20,620	0.48%
Time deposits	4,305,857	47,625	1.11%	3,716,611	43,792	1.18%	2,844,377	37,248	1.31%
Total interest bearing deposits	12,325,144	91,151	0.74%	9,582,710	72,961	0.76%	7,707,531	60,566	0.79%
FHLB advances	3,706,288	40,328	1.09%	2,613,156	32,412	1.24%	2,097,581	31,872	1.52%
Notes and other borrowings	58,791	3,685	6.27%	10,768	1,278	11.87%	650	173	26.62%
Total interest bearing liabilities	16,090,223	135,164	0.84%	12,206,634	106,651	0.87%	9,805,762	92,611	0.94%
Non-interest bearing demand deposits	2,732,654			2,366,621			1,586,007		
Other non-interest bearing liabilities	305,519			235,930			184,645		
Total liabilities	19,128,396			14,809,185			11,576,414		
Stockholders' equity	2,165,515			2,016,855			1,872,547		
Total liabilities and stockholders' equity	\$ 21,293,911			\$ 16,826,040			\$ 13,448,961		
Net interest income		\$ 765,944			\$ 690,939			\$ 655,968	
Interest rate spread			3.80%			4.46%			5.60%
Net interest margin			3.94%			4.61%			5.73%

(1) On a tax-equivalent basis where applicable

(2) At fair value except for securities held to maturity

Increases and decreases in interest income, calculated on a tax-equivalent basis, and interest expense result from changes in average balances (volume) of interest earning assets and liabilities, as well as changes in average interest rates. The following table shows the effect that these factors had on the interest earned on our interest earning assets and the interest incurred on our interest bearing liabilities for the years indicated. The effect of changes in volume is determined by multiplying the change in volume by the previous year's average rate. Similarly, the effect of rate changes is calculated by multiplying the change in average rate by the previous year's volume. Changes applicable to both volume and rate have been allocated to volume (in thousands):

	2015 Compared to 2014			2014 Compared to 2013		
	Change Due to Volume	Change Due to Rate	Increase	Change Due to Volume	Change Due to Rate	Increase (Decrease)
<b>Interest Income Attributable to:</b>						
Loans	\$ 201,092	\$ (109,577)	\$ 91,515	\$ 239,133	\$ (186,807)	\$ 52,326
Investment securities	18,118	(8,368)	9,750	(4,164)	(1,654)	(5,818)
Other interest earning assets	576	1,677	2,253	(799)	3,302	2,503
Total interest income	219,786	(116,268)	103,518	234,170	(185,159)	49,011
<b>Interest Expense Attributable to:</b>						
Interest bearing demand deposits	1,986	542	2,528	789	(233)	556
Savings and money market deposits	9,792	2,037	11,829	4,011	1,284	5,295
Time deposits	6,435	(2,602)	3,833	10,242	(3,698)	6,544
Total interest bearing deposits	18,213	(23)	18,190	15,042	(2,647)	12,395
FHLB advances	11,836	(3,920)	7,916	6,413	(5,873)	540
Notes and other borrowings	3,010	(603)	2,407	1,201	(96)	1,105
Total interest expense	33,059	(4,546)	28,513	22,656	(8,616)	14,040
Increase (decrease) in net interest income	\$ 186,727	\$ (111,722)	\$ 75,005	\$ 211,514	\$ (176,543)	\$ 34,971

*Year ended December 31, 2015 compared to year ended December 31, 2014*

Net interest income, calculated on a tax-equivalent basis, was \$765.9 million for the year ended December 31, 2015 compared to \$690.9 million for the year ended December 31, 2014, an increase of \$75.0 million. The increase in net interest income was comprised of an increase in interest income of \$103.5 million, offset by an increase in interest expense of \$28.5 million.

The increase in tax-equivalent interest income was comprised primarily of a \$91.5 million increase in interest income from loans and a \$9.8 million increase in interest income from investment securities.

Increased interest income from loans was attributable to a \$3.7 billion increase in the average balance outstanding partially offset by a 1.04% decrease in the tax-equivalent yield to 5.40% for the year ended December 31, 2015 from 6.44% for the year ended December 31, 2014. Offsetting factors contributing to the overall decline in the yield on loans included:

- New loans originated at lower market rates of interest comprised a greater percentage of the portfolio for the year ended December 31, 2015 than for 2014. New loans represented 93.0% of the average balance of loans outstanding for the year ended December 31, 2015 compared to 87.8% for the year ended December 31, 2014. We expect the impact of growth of the new loan portfolio to lead to further declines in the overall yield on loans.
- The tax-equivalent yield on new loans declined to 3.50% for the year ended December 31, 2015 from 3.56% for the year ended December 31, 2014.
- Interest income on loans acquired in the FSB Acquisition totaled \$303.2 million and \$348.6 million for the years ended December 31, 2015 and 2014, respectively. The tax-equivalent yield on those loans increased to 30.29% for the year ended December 31, 2015 from 27.09% for the year ended December 31, 2014. The increase in the yield on loans acquired in the FSB Acquisition resulted primarily from improvements in the timing and amount of expected cash flows and corresponding transfers from non-accretable difference to accretible yield for ACI loans. The yield on loans acquired in the FSB Acquisition was also impacted by a decrease in the amount of interest income recognized in connection with the sale of ACI residential loans from the pool with a carrying value of zero. Interest income on loans included \$30.9 million in proceeds from sales of loans from the zero carrying value pool

for the year ended December 31, 2014. No loans were sold from the zero carrying value pool in the year ended December 31, 2015.

The average balance of investment securities increased by \$687 million for the year ended December 31, 2015 from the year ended December 31, 2014 while the tax-equivalent yield declined to 2.59% for the year ended December 31, 2015 from 2.80% for year ended December 31, 2014. The decline in tax-equivalent yield reflects (i) the impact of the addition of new, relatively short duration securities at current market yields while securities purchased in a higher interest rate environment continue to amortize and (ii) adjustments resulting from changes in prepayment speeds for certain securities.

The components of the increase in interest expense for the year ended December 31, 2015 as compared to the year ended December 31, 2014 were an \$18.2 million increase in interest expense on deposits, a \$7.9 million increase in interest expense on FHLB advances and a \$2.4 million increase in interest expense on notes and other borrowings.

The most significant factor contributing to the increase in interest expense on deposits was an increase of \$2.7 billion in average interest bearing deposits. The increase in interest expense on FHLB advances was driven by an increase in the average balance of \$1.1 billion, partially offset by a decrease in the average rate paid on these borrowings. The average rate paid on FHLB advances declined by 0.15% to 1.09% for the year ended December 31, 2015 from 1.24% for the year ended December 31, 2014, reflecting the impact of the maturity of higher rate advances and the addition of new advances at lower market interest rates. The increase in interest expense on notes and other borrowings was primarily the result of the issuance of \$400 million in senior notes in November 2015.

The net interest margin, calculated on a tax-equivalent basis, for the year ended December 31, 2015 was 3.94% as compared to 4.61% for the year ended December 31, 2014. The interest rate spread decreased to 3.80% for the year ended December 31, 2015 from 4.46% for the year ended December 31, 2014. The declines in net interest margin and interest rate spread resulted primarily from lower yields on loans and investment securities partly offset by a lower cost of deposits and FHLB advances, as discussed above. We expect the net interest margin and interest rate spread to continue to decline, although at a decreasing rate, as new loans originated at lower current market rates of interest continue to grow and higher yielding loans acquired in the FSB Acquisition are collected or resolved.

#### *Year ended December 31, 2014 compared to year ended December 31, 2013*

Net interest income, calculated on a tax-equivalent basis, was \$690.9 million for the year ended December 31, 2014 compared to \$656.0 million for the year ended December 31, 2013, an increase of \$35.0 million. The increase in net interest income was comprised of an increase in interest income of \$49.0 million, offset by an increase in interest expense of \$14.0 million.

The increase in tax-equivalent interest income resulted primarily from a \$52.3 million increase in interest income from loans offset by a \$5.8 million decrease in interest income from investment securities.

Increased interest income from loans was attributable to a \$3.7 billion increase in the average balance outstanding partially offset by a 2.74% decrease in the tax-equivalent yield to 6.44% for the year ended December 31, 2014 from 9.18% for the year ended December 31, 2013. Offsetting factors contributing to the overall decline in the yield on loans were consistent with those indicated for the year ended December 31, 2015 compared to year ended December 31, 2014 above, further quantified as follows:

- New loans represented 87.8% of the average balance of loans outstanding for the year ended December 31, 2014 as compared to 75.6% for the year ended December 31, 2013, while the tax-equivalent yield on new loans declined to 3.56% for the year ended December 31, 2014 from 3.76% for the year ended December 31, 2013.
- Interest income on loans acquired in the FSB Acquisition totaled \$348.6 million and \$431.1 million for the years ended December 31, 2014 and 2013, respectively. The tax-equivalent yield on those loans increased to 27.09% for the year ended December 31, 2014 from 26.02% for the year ended December 31, 2013. Interest income on loans included \$30.9 million and \$50.6 million in proceeds from sales of loans in the pool of ACI loans with a zero carrying value for the years ended December 31, 2014 and 2013, respectively.

The average balance of investment securities decreased by \$151 million for the year ended December 31, 2014 from the year ended December 31, 2013 while the tax-equivalent yield declined to 2.80% for the year ended December 31, 2014 from 2.84% for 2013.

The increase in interest expense for the year ended December 31, 2014 as compared to the year ended December 31, 2013 primarily reflected an increase of \$12.4 million in interest expense on deposits. This increase was driven by an increase of \$1.9 billion in average interest bearing deposits, partially offset by a decrease in the average rate paid on interest

bearing deposits to 0.76% for the year ended December 31, 2014 from 0.79% for the year ended December 31, 2013. The decrease in the average rate paid reflected a decline in market interest rates on time deposits,

The impact of an increase of \$516 million in the average balance of FHLB advances was largely offset by decreases in the average rate paid. The average rate paid on FHLB advances, inclusive of the impact of cash flow hedges and fair value accretion, declined to 1.24% for the year ended December 31, 2014 from 1.52% for the year ended December 31, 2013.

The net interest margin, calculated on a tax-equivalent basis, for the year ended December 31, 2014 was 4.61% as compared to 5.73% for the year ended December 31, 2013, a decrease of 112 basis points. The interest rate spread decreased to 4.46% for the year ended December 31, 2014 from 5.60% for the year ended December 31, 2013. The declines in net interest margin and interest rate spread resulted primarily from lower yields on loans partly offset by a lower cost of deposits and FHLB advances, as discussed above. The net interest margin was also positively impacted by an increase in the ratio of the average balance of loans to total interest-earning assets and an increase in the ratio of the average balance of interest-earning assets to interest bearing liabilities.

### ***Provision for Loan Losses***

The provision for loan losses is the amount of expense that, based on our judgment, is required to maintain the ALLL at an adequate level to absorb probable losses inherent in the loan portfolio at the balance sheet date and that, in management's judgment, is appropriate under U.S. GAAP. The determination of the amount of the ALLL is complex and involves a high degree of judgment and subjectivity. Our determination of the amount of the allowance and corresponding provision for loan losses considers ongoing evaluations of the credit quality of and level of credit risk inherent in various segments of the loan portfolio and of individually significant credits, levels of non-performing loans and charge-offs, statistical trends and economic and other relevant factors. See "Analysis of the Allowance for Loan and Lease Losses" below for more information about how we determine the appropriate level of the allowance.

For the years ended December 31, 2015, 2014 and 2013, we recorded provisions for loan losses of \$42.1 million, \$41.7 million and \$33.7 million, respectively, related to new loans. The amount of the provision is impacted by loan growth, historical loss rates, the level of charge-offs and specific reserves for impaired loans, and management's evaluation of qualitative factors in the determination of general reserves. See the section entitled "Analysis of the Allowance for Loan and Lease Losses" below for further discussion.

An ALLL is established related to ACI loans when quarterly evaluations of expected cash flows indicate it is probable that the Company will be unable to collect all of the cash flows expected at acquisition plus any additional cash flows expected to be collected arising from changes in estimate after acquisition. An allowance for non-ACI loans is established if factors considered relevant by management indicate that additional losses have arisen on non-ACI loans subsequent to the FSB Acquisition.

As discussed below in the section entitled "Non-interest income," the impact on our results of operations of any provision for (recovery of) loan losses on covered loans is significantly mitigated by the corresponding impact on the FDIC indemnification asset, recorded in non-interest income. For the years ended December 31, 2015, 2014 and 2013 we recorded provisions for (recovery of) losses on covered loans of \$2.3 million, \$(0.2) million and \$(1.7) million, respectively.

### ***Non-Interest Income***

The Company reported non-interest income of \$102.2 million, \$84.2 million and \$68.0 million for the years ended December 31, 2015, 2014 and 2013, respectively. Although the amounts have declined as a percent of total non-interest income, a significant portion of our non-interest income relates to transactions in the covered assets. We have broken out the significant categories of non-interest income that relate to covered assets in the table below, to assist in the comparison of the amount and composition of our non-interest income with that of other financial institutions.

The following table presents a comparison of the categories of non-interest income for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Income from resolution of covered assets, net	\$ 50,658	\$ 49,082	\$ 78,862
Net loss on FDIC indemnification	(65,942)	(46,396)	(50,638)
FDIC reimbursement of costs of resolution of covered assets	859	4,440	9,397
Gain (loss) on sale of covered loans, net	34,929	20,369	(16,195)
Other-than-temporary impairment ("OTTI") on covered investment securities available for sale	—	—	(963)
Mortgage insurance income and modification incentives	2,911	5,036	7,617
Non-interest income related to the covered assets	23,415	32,531	28,080
Service charges and fees	17,876	16,612	14,255
Gain on sale of non-covered loans	5,704	678	726
Gain on investment securities available for sale, net	8,480	3,859	9,592
Lease financing	35,641	21,601	8,214
Other non-interest income	11,108	8,884	7,182
	<u>\$ 102,224</u>	<u>\$ 84,165</u>	<u>\$ 68,049</u>

*Non-interest income related to transactions in the covered assets*

Historically, a significant portion of our non-interest income has resulted from transactions related to the resolution of assets covered by our Loss Sharing Agreements with the FDIC. As covered assets continue to decline, we expect the net impact of these transactions on results of operations to decrease.

The balance of the FDIC indemnification asset is reduced or increased as a result of decreases or increases in cash flows expected to be received from the FDIC related to the gains or losses recorded in our consolidated financial statements from transactions in the covered assets. When these transaction gains or losses are recorded, we also record an offsetting amount in the consolidated statement of income line item "Net loss on FDIC indemnification." This line item includes the significantly mitigating impact of FDIC indemnification related to the following types of transactions in covered assets:

- gains or losses from the resolution of covered assets;
- provisions for (recoveries of) losses on covered loans;
- gains or losses on the sale of covered loans;
- gains or losses on covered investment securities; and
- gains or losses on covered OREO.

Each of these types of transactions is discussed further below.

Covered loans may be resolved through prepayment, short sale of the underlying collateral, foreclosure, sale of the loans or charge-off. For loans resolved through prepayment, short sale or foreclosure, the difference between consideration received in resolution of the loans and the carrying value of the loans is recorded in the consolidated statement of income line item "Income from resolution of covered assets, net." Both gains and losses on individual resolutions are included in this line item. Losses from the resolution of covered loans increase the amount recoverable from the FDIC under the Loss Sharing Agreements. Gains from the resolution of covered loans reduce the amount recoverable from the FDIC under the Loss Sharing Agreements. These additions to or reductions in amounts recoverable from the FDIC related to the resolution of covered loans are recorded in non-interest income in the line item "Net loss on FDIC indemnification" and reflected as corresponding increases or decreases in the FDIC indemnification asset. The amount of income or loss recorded in any period will be impacted by the amount of covered loans resolved, the amount of consideration received, and our ability to accurately project cash flows from ACI loans in future periods.

The following table provides further detail of the components of income from resolution of covered assets, net, for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Payments in full	\$ 47,238	\$ 47,855	\$ 69,673
Foreclosures	476	(1,556)	(2,657)
Short sales	36	(388)	(2,334)
Charge-offs	(549)	(1,016)	(927)
Recoveries	3,457	4,187	15,107
Income from resolution of covered assets, net	<u>\$ 50,658</u>	<u>\$ 49,082</u>	<u>\$ 78,862</u>

The substantial majority of income from resolution of covered assets has resulted from transactions covered under the Single Family Shared-Loss Agreement. The decrease in income for the year ended December 31, 2014 compared to the year ended December 31, 2013 resulted mainly from decreases in income from residential paid in full resolutions and decreased recoveries on commercial loans.

The decrease in income from payments in full for the year ended December 31, 2014 compared to the year ended December 31, 2013 was the result of a reduction in the number of paid in full resolutions and a decrease in average income per resolution. Average income per resolution declined in part due to updated cash flow forecasts, reflecting additional history with the performance of covered loans.

A decline in the level of foreclosure and short sale activity coupled with improving home prices led to declines in losses on resolutions from foreclosures and short sales.

Charge-offs primarily reflect the carrying value of ACI home equity lines of credit accounted for in pools, while recoveries primarily reflect collections on commercial ACI loans charged off in prior years. The decrease in income from recoveries from 2013 to 2014 was attributable primarily to two large commercial loan recoveries recognized in 2013.

Sales of covered 1-4 single family residential loans for the years ended December 31, 2015, 2014 and 2013 are summarized as follows (in thousands):

	2015	2014	2013
UPB of loans sold <sup>(1)</sup>	\$ 249,038	\$ 219,297	\$ 127,972
Cash proceeds, net of transaction costs <sup>(1)</sup>	\$ 207,425	\$ 143,450	\$ 64,588
Carrying value of loans sold <sup>(1)</sup>	172,496	141,052	80,783
Gain (loss) on sale of covered loans, net	\$ 34,929	\$ 2,398	\$ (16,195)
Gain (loss) on indemnification asset <sup>(2)</sup>	<u>\$ (28,051)</u>	<u>\$ (2,323)</u>	<u>\$ 12,695</u>

(1) Excludes loans sold from a pool of ACI loans with a zero carrying value, for which proceeds are recognized as interest income.

(2) Excludes gains of \$1,514 and \$8,326 related to loans sold from a pool of ACI loans with a zero carrying value for the years ended December 31, 2014 and 2013, respectively.

Loans were sold on a non-recourse basis to third parties. The improvement in results of these sales for the year ended December 31, 2015 as compared to the year ended December 31, 2014 and for the year ended December 31, 2014 as compared to the year ended December 31, 2013 resulted primarily from improved pricing on the sales. Improved pricing reflected both improvement in the quality of loans sold and better market conditions. We anticipate that we will continue to exercise our right to sell covered loans on a quarterly basis in the future.

In accordance with the terms of the Commercial Shared-Loss Agreement, the Bank requested and received approval from the FDIC to sell certain covered commercial and consumer loans and commercial OREO in the first quarter of 2014. Commercial and consumer loans with a carrying value of \$86.5 million were transferred to loans held for sale at the lower of carrying value or fair value, determined at the individual loan level, upon receipt of FDIC approval. A provision for loan losses in the amount of \$3.5 million, representing the excess of carrying value over the fair value of specific loans, was recognized upon the transfer to loans held for sale. The Company sold these covered loans during the three months ended March 31, 2014 receiving cash proceeds, net of transaction costs, in the amount of \$101.0 million. The Company also sold commercial OREO properties with a carrying value of \$1.3 million for cash proceeds of \$0.8 million. The following table

summarizes the impact of these transactions on pre-tax income, as reflected in the consolidated statements of income, for the year ended December 31, 2014 (in thousands):

Gain on sale of covered loans	\$	17,971
Provision for loan losses on transfer to loans held for sale		(3,469)
Loss on sale of OREO		(524)
Loss on FDIC indemnification		(1,737)
	\$	<u>12,241</u>

The net loss on FDIC indemnification related to covered loan sales for the year ended December 31, 2014 did not bear the 80% relationship to the net gain on sale that might generally be expected primarily because indemnification is determined based on the unpaid principal balance of the loans sold rather than carrying value and because proceeds in excess of the unpaid principal balance are not subject to sharing with the FDIC.

Additional impairment arising since the FSB Acquisition related to covered loans is recorded in earnings through the provision for losses on covered loans. Under the terms of the Loss Sharing Agreements, the Company is entitled to recover from the FDIC a portion of losses on these loans; therefore, the discounted amount of additional expected cash flows from the FDIC related to these losses is recorded in non-interest income in the line item "Net loss on FDIC indemnification" and reflected as a corresponding increase in the FDIC indemnification asset. Alternatively, a recovery of the provision for loan losses related to covered loans results in a reduction in the amounts the Company expects to recover from the FDIC and a corresponding reduction in the FDIC indemnification asset and in non-interest income, reflected in the line item "Net loss on FDIC indemnification."

The Company records impairment charges related to declines in the net realizable value of OREO properties subject to the Loss Sharing Agreements and recognizes additional gains or losses upon the eventual sale of such OREO properties. These amounts are included in non-interest expense in the consolidated financial statements. The estimated increase or reduction in amounts recoverable from the FDIC with respect to these gains and losses is reflected as an increase or decrease in the FDIC indemnification asset and in non-interest income in the line item "Net loss on FDIC indemnification."

As discussed further in the section entitled "Investment Securities Available for Sale", the net loss on FDIC indemnification for the year ended December 31, 2013 was also impacted by an OTTI loss recognized on one covered security

Net loss on FDIC indemnification of \$65.9 million, \$46.4 million and \$50.6 million was recorded for the years ended December 31, 2015, 2014 and 2013, respectively, representing the net change in the FDIC indemnification asset from increases or decreases in cash flows estimated to be received from the FDIC related to gains and losses from covered assets as discussed in the preceding paragraphs. The net impact on earnings before taxes of these transactions related to covered assets for the the years ended December 31, 2015, 2014 and 2013 was \$16.3 million, \$26.0 million and \$20.4 million, respectively,

The following tables summarize the components of the gains and losses associated with covered assets, along with the related additions to or reductions in the amounts recoverable from the FDIC under the Loss Sharing Agreements, as reflected in the consolidated statements of income for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015		
	Transaction Income (Loss)	Net Loss on FDIC Indemnification	Net Impact on Pre-tax Earnings
Provision for losses on covered loans <sup>(1)</sup>	\$ (2,284)	\$ 1,826	\$ (458)
Income from resolution of covered assets, net	50,658	(40,395)	10,263
Gain on sale of covered loans	34,929	(28,051)	6,878
Loss on covered OREO	(1,014)	678	(336)
	<u>\$ 82,289</u>	<u>\$ (65,942)</u>	<u>\$ 16,347</u>
	2014		
	Transaction Income	Net Loss on FDIC Indemnification	Net Impact on Pre-tax Earnings
Recovery of losses on covered loans <sup>(1)</sup>	\$ 33	\$ (54)	\$ (21)
Income from resolution of covered assets, net	49,082	(39,127)	9,955
Gain on sale of covered loans	20,369	(5,338)	15,031
Gain on covered investment securities available for sale	209	(167)	42
Gain on covered OREO	2,744	(1,710)	1,034
	<u>\$ 72,437</u>	<u>\$ (46,396)</u>	<u>\$ 26,041</u>
	2013		
	Transaction Income (Loss)	Net Loss on FDIC Indemnification	Net Impact on Pre-tax Earnings
Recovery of losses on covered loans	\$ 1,738	\$ (1,574)	\$ 164
Income from resolution of covered assets, net	78,862	(64,793)	14,069
Loss on sale of covered loans	(16,195)	21,021	4,826
Loss on covered investment securities available for sale	(963)	770	(193)
Gain on covered OREO	7,629	(6,062)	1,567
	<u>\$ 71,071</u>	<u>\$ (50,638)</u>	<u>\$ 20,433</u>

(1) Transaction income (loss) for the years ended December 31, 2015 and 2014 includes provisions of \$33 thousand and \$210 thousand, respectively, related to unfunded loan commitments included in other non-interest expense in the accompanying consolidated statements of income.

For the years ended December 31, 2014 and 2013, loans were sold from the pool of residential ACI loans with a zero carrying value. Proceeds from sale of loans in this pool, reflecting additional realization of accretable yield, were reflected in interest income upon receipt as discussed above in the section entitled "Net Interest Income." Since reimbursements from the FDIC under the Loss Sharing Agreements are calculated based on UPB of the loans rather than on their financial statement carrying amounts, "Net Loss on FDIC Indemnification" for the years ended December 31, 2014 and 2013 included a component related to the sale of loans from the zero carrying value pool.

Certain OREO and foreclosure related expenses associated with covered assets, including fees paid to attorneys and other service providers, property preservation costs, maintenance and repair costs, advances for taxes and insurance, appraisal costs and inspection costs are also reimbursed under the terms of the Loss Sharing Agreements. Such expenses are recorded in non-interest expense when incurred, and the reimbursement is recorded as "FDIC reimbursement of costs of resolution of covered assets" in non-interest income when submitted to the FDIC, generally upon ultimate resolution of the underlying covered assets. During the years ended December 31, 2015, 2014 and 2013, claims of \$0.9 million, \$4.4 million and \$9.4 million, respectively, were submitted to the FDIC for reimbursement. The year over year decrease in claims primarily reflects a reduction in foreclosure activities over the period.

Mortgage insurance income totaled \$0.7 million, \$1.7 million and \$2.1 million and modification incentives totaled \$2.2 million, \$3.3 million and \$5.6 million for the years ended December 31, 2015, 2014 and 2013, respectively. Mortgage insurance income represents mortgage insurance proceeds received with respect to covered loans in excess of the portion of losses on those loans that is recoverable from the FDIC. Mortgage insurance proceeds up to the amount of losses on covered loans recoverable from the FDIC offset amounts otherwise reimbursable by the FDIC. Modification incentives represent amounts received from the Department of Treasury related to loans modified under the Home Affordable Modification Program ("HAMP"), net of amounts reimbursed to the FDIC. Year over year declines in mortgage insurance and modification incentives income reflect the reduced volume of covered loan foreclosure resolution and HAMP modification activity over the period.

*Other components of non-interest income*

Year over year increases in service charges and fees correspond to the growth in deposits and loans.

The increase in gain on sale of non-covered loans for the year ended December 31, 2015 compared to the years ended December 31, 2014 and 2013 related primarily to gains on sales of loans by SBF. Such gains totaled \$5.0 million for the year ended December 31, 2015.

Gains on investment securities available for sale for the years ended December 31, 2015, 2014 and 2013 related to sales of securities in the normal course of managing liquidity, the Company's cash position, portfolio duration and yield. For the year ended December 31, 2013, gains from the sale of investment securities available for sale also included net gains of \$2.3 million related to the liquidation of our positions in certain securities in response to the release of the Volcker Rule and net gains of \$1.6 million from the sale of securities acquired in a 2012 business combination.

Income from lease financing increased to \$35.6 million for the year ended December 31, 2015, compared to \$21.6 million for the year ended December 31, 2014 and \$8.2 million year ended December 31, 2013. The increase in income is consistent with the growth in the portfolio of equipment under lease.

The most significant recurring items included in other non-interest income include the increase in cash surrender value of bank owned life insurance, income related to interest rate swaps not designated as cash flow hedges, and servicing income.

***Non-Interest Expense***

The following table presents the components of non-interest expense for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Employee compensation and benefits	210,104	\$ 195,218	\$ 173,763
Occupancy and equipment	75,484	70,520	63,766
Amortization of FDIC indemnification asset	109,411	69,470	36,943
Deposit insurance expense	14,257	9,348	7,648
Professional fees	14,185	13,178	21,934
Telecommunications and data processing	13,613	13,381	13,034
Depreciation of equipment under operating lease	18,369	8,759	4,259
Other real estate owned expense, net	4,775	2,360	2,812
Other non-interest expense	46,474	44,269	40,134
	<u>\$ 506,672</u>	<u>\$ 426,503</u>	<u>\$ 364,293</u>

Non-interest expense as a percentage of average assets was 2.4%, 2.5% and 2.7% for the years ended December 31, 2015, 2014 and 2013, respectively. Excluding amortization of the FDIC indemnification asset, non-interest expense as a percentage of average assets was 1.9%, 2.1% and 2.4% for the years ended December 31, 2015, 2014 and 2013, respectively. The more significant changes in the components of non-interest expense are discussed below.

*Employee compensation and benefits*

As is typical for financial institutions, employee compensation and benefits represents the single largest component of recurring non-interest expense. Employee compensation and benefits for the year ended December 31, 2015 increased by

\$14.9 million as compared to the year ended December 31, 2014. This increase reflected higher head count, particularly from the SBF acquisition and the addition of lending and deposit gathering teams. Employee compensation and benefits for the year ended December 31, 2014 increased by \$21.5 million as compared to the year ended December 31, 2013. This increase related primarily to the Company's overall growth and its expansion into New York.

*Occupancy and equipment*

Occupancy and equipment expense increased by \$5.0 million or 7.0% for the year ended December 31, 2015 as compared with the year ended December 31, 2014 and by \$6.8 million or 10.6% for the year ended December 31, 2014 as compared to the year ended December 31, 2013. These increases related primarily to the Company's growth and expansion.

*Amortization of FDIC indemnification asset*

Amortization of FDIC indemnification asset totaled \$109.4 million, \$69.5 million and \$36.9 million, respectively, for the years ended December 31, 2015, 2014 and 2013.

The FDIC indemnification asset was initially recorded at its estimated fair value of \$3.4 billion, representing the present value of estimated future cash payments from the FDIC for probable losses on covered assets. As projected cash flows from the ACI loans have increased, the yield on the loans has increased accordingly and the estimated future cash payments from the FDIC have decreased. This change in estimated cash flows is recognized prospectively, consistent with the recognition of the increased cash flows from the ACI loans. As a result, the FDIC indemnification asset is being amortized to the amount of the estimated future cash flows. For the years ended December 31, 2015, 2014 and 2013, the average rate at which the FDIC indemnification asset was amortized was 12.68%, 6.41%, and 2.76%, respectively.

The rate of amortization will increase if estimated future cash payments from the FDIC decrease. The amount of amortization is impacted by both the change in the amortization rate and the decrease in the average balance of the indemnification asset. As we continue to submit claims under the Loss Sharing Agreements and recognize periodic amortization, the balance of the indemnification asset will continue to decline.

See Note 6 to the consolidated financial statements for a rollforward of the FDIC indemnification asset for the years ended December 31, 2015, 2014 and 2013. Subsequent to the termination of loss sharing under the Commercial Shared-Loss Agreement in May 2014, the entire balance of the FDIC indemnification asset relates to residential loans and OREO covered under the Single Family Shared-Loss Agreement. The following table presents the carrying value of the FDIC indemnification asset and the estimated future cash flows at December 31, 2015 and 2014 (in thousands):

	2015	2014
FDIC indemnification asset	\$ 739,880	\$ 974,704
Less expected amortization	(342,317)	(302,669)
Amount expected to be collected from the FDIC	<u>\$ 397,563</u>	<u>\$ 672,035</u>

The amount of expected amortization reflects the impact of improvements in cash flows expected to be collected from the covered loans, as well as the impact of time value resulting from the discounting of the asset when it was initially established. This amount will be amortized to non-interest expense using the effective interest method over the period during which cash flows from the FDIC are expected to be collected, which is limited to the lesser of the contractual term of the Single Family Shared-Loss Agreement and the expected remaining life of the indemnified assets.

*Professional fees*

Professional fees increased by \$1.0 million for the year ended December 31, 2015 as compared to the year ended December 31, 2014, primarily attributed to \$1.3 million in accounting and advisory fees related to the discrete income tax benefit recorded in 2015. Professional fees decreased by \$8.8 million for the year ended December 31, 2014 as compared to the year ended December 31, 2013. This decrease was primarily due to higher consulting and advisory fees incurred in 2013 related to regulatory compliance.

*Depreciation of equipment under operating lease*

Depreciation of equipment under operating lease increased by \$9.6 million for the year ended December 31, 2015 as compared to the year ended December 31, 2014 and by \$4.5 million for the year ended December 31, 2014 as compared to the year ended December 31, 2013. These increases correspond to the growth in the portfolio of equipment under operating lease.

*Other real estate owned expense, net*

The following table presents the components of other real estate owned expense, net for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Gain on sale of OREO	\$ (133)	\$ (3,851)	\$ (9,569)
Impairment of OREO	1,053	1,235	1,939
Foreclosure and OREO related expenses	3,855	4,976	10,442
Other real estate owned expense, net	<u>\$ 4,775</u>	<u>\$ 2,360</u>	<u>\$ 2,812</u>

During the years ended December 31, 2015, 2014 and 2013, a substantial majority of the gains or losses recognized on the sale or impairment of OREO related to properties covered by the Loss Sharing Agreements. Generally declining levels of foreclosure activity and OREO inventory have led to the decreasing impact of OREO sales and OREO related expenses.

*Other non interest expense*

The most significant components of other non-interest expense are advertising and promotion, costs related to lending activities and deposit generation, insurance, travel and general office expense.

**Income Taxes**

The provision for income taxes for the years ended December 31, 2015, 2014 and 2013 was \$45.2 million, \$89.0 million and \$109.1 million, respectively. The Company's effective tax rate was 15.2%, 30.4% and 34.3% for the years ended December 31, 2015, 2014 and 2013, respectively. The most significant components included in the reconciliation of the Company's effective tax rate to the statutory federal tax rate of 35.0% were the effect of state income taxes, the lapse of the statute of limitations related to certain uncertain state tax positions, the impact of income not subject to federal tax and for 2015, the \$49.3 million discrete income tax benefit discussed previously.

The decrease in the effective tax rate for the year ended December 31, 2015 compared to the year ended December 31, 2014 primarily reflected the discrete income tax benefit of \$49.3 million discussed above. The decrease in the effective tax rate for the year ended December 31, 2014 compared to the year ended December 31, 2013 reflected increases in income not subject to federal tax, benefits resulting from state tax law changes, changes in certain state tax positions and decreases in the amount of uncertain state tax positions resulting from the lapse of the statute of limitations.

At December 31, 2015 and 2014, the Company had net deferred tax assets of \$105.6 million and \$117.2 million, respectively. Based on an evaluation of both positive and negative evidence related to ultimate realization of deferred tax assets, we have concluded it is more likely than not that the deferred tax assets will be realized. Persuasive positive evidence leading to this conclusion as of December 31, 2015 included the availability of sufficient tax loss carrybacks and future taxable income resulting from reversal of existing taxable temporary differences to assure realization of the deferred tax assets. Realization of deferred tax assets as of December 31, 2015 is not dependent, to any significant extent, on the generation of additional future taxable income.

For more information about income taxes, see Note 11 to the consolidated financial statements.

**Termination of the Commercial Shared-Loss Agreement**

Loss sharing under the terms of BankUnited, N.A.'s Commercial Shared-Loss Agreement with the FDIC terminated on May 21, 2014. At December 31, 2015, the Company's loan portfolio included commercial and consumer ACI loans with a carrying value of \$67 million, and the investment portfolio included securities with a carrying value of \$143 million that are no longer subject to loss sharing under the terms of the Commercial Shared-Loss Agreement. As of December 31, 2015 we bear all credit risk with respect to these assets. The Commercial Shared-Loss Agreement provides for the Bank's continued reimbursement for recoveries, as defined, to the FDIC through May 21, 2017.

**Analysis of Financial Condition**

Average interest-earning assets increased \$4.4 billion to \$19.4 billion for the year ended December 31, 2015 from \$15.0 billion for the year ended December 31, 2014. This increase was driven by a \$3.7 billion increase in the average balance of outstanding loans and a \$687 million increase in the average balance of investment securities. The increase in average loans reflected growth of \$4.0 billion in average new loans outstanding, partially offset by a \$286 million decrease in the average

balance of loans acquired in the FSB Acquisition. Average non-interest earning assets remained relatively consistent period over period, reflecting a decrease in the FDIC indemnification asset and offsetting increases in equipment under operating lease, net and other assets. Growth of the new loan and lease portfolio, resolution of covered loans and declines in the amount of the FDIC indemnification asset are trends that are expected to continue.

Average interest bearing liabilities increased by \$3.9 billion to \$16.1 billion for the year ended December 31, 2015 from \$12.2 billion for the year ended December 31, 2014, due primarily to an increase of \$2.7 billion in average interest bearing deposits and a \$1.1 billion increase in average FHLB advances. Average non-interest bearing deposits increased by \$366 million.

Average stockholders' equity increased by \$149 million, due to the retention of earnings and, to a lesser extent, the exercise of stock options.

### ***Investment Securities Available for Sale***

The following table shows the amortized cost and fair value of investment securities available for sale as of December 31, 2015, 2014 and 2013 (in thousands):

	2015		2014		2013	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value	Amortized Cost	Fair Value
U.S. Treasury securities	\$ 4,997	\$ 4,997	\$ 54,924	\$ 54,967	\$ —	\$ —
U.S. Government agency and sponsored enterprise residential mortgage-backed securities	1,167,197	1,178,318	1,501,504	1,524,716	1,548,671	1,574,303
U.S. Government agency and sponsored enterprise commercial mortgage-backed securities	95,997	96,814	101,089	101,858	27,132	26,777
Re-Remics	88,658	89,691	179,664	183,272	267,525	271,785
Private label residential mortgage-backed securities and CMOs	502,723	544,612	350,300	403,979	255,184	310,118
Private label commercial mortgage-backed securities	1,219,355	1,218,740	1,156,166	1,161,485	842,818	839,000
Single family rental real estate-backed securities	646,156	636,705	446,079	443,017	—	—
Collateralized loan obligations	309,615	306,877	174,767	174,332	—	—
Non-mortgage asset-backed securities	54,981	56,500	96,250	100,068	143,625	148,766
Preferred stocks	75,742	83,209	96,294	105,442	140,806	149,677
State and municipal obligations	351,456	361,753	15,317	15,702	—	—
SBA securities	270,553	273,336	298,424	308,728	295,892	308,937
Other debt securities	3,854	7,987	3,712	8,128	3,542	7,761
	<u>\$ 4,791,284</u>	<u>\$ 4,859,539</u>	<u>\$ 4,474,490</u>	<u>\$ 4,585,694</u>	<u>\$ 3,525,195</u>	<u>\$ 3,637,124</u>

Our investment strategy has focused on providing liquidity necessary for day-to-day operations, adding a suitable balance of high credit quality, diversifying assets to the consolidated balance sheet, managing interest rate risk, and generating acceptable returns given our established risk parameters. We have sought to maintain liquidity by investing a significant portion of the portfolio in high quality liquid securities including U.S. Treasury securities, SBA securities and U.S. Government agency mortgage-backed securities. We have also invested in highly rated structured products that, while somewhat less liquid, provide us with attractive yields. Relatively short effective portfolio duration helps mitigate interest rate risk arising from the currently low level of market interest rates. The weighted average expected life of the investment portfolio as of December 31, 2015 was 4.1 years and the effective duration was 1.8 years.

Regulations implementing the Volcker Rule were approved in December 2013. Among other provisions, the regulations generally serve to prohibit us from holding an ownership interest, as defined, in a covered fund, also as defined. There are Re-Remic securities in our portfolio that we believe may be deemed impermissible investments under the regulations. At December 31, 2015, we held Re-Remics with a carrying value of \$90 million, the majority of which were in unrealized gain positions. The Re-Remics are an amortizing portfolio and we estimate that their carrying value will be significantly reduced through normal amortization and prepayments prior to the required compliance date. We will continue to evaluate our holdings

in light of the regulations and further interpretations or implementation guidance that may be forthcoming, if any. As currently promulgated, we must be in compliance with the regulations implementing the Volcker Rule by July 2016 as it pertains to legacy covered funds, as defined. The Federal Reserve has indicated its intention to extend the conformance period further to July 2017.

As discussed above in the section entitled “Results of Operations - Termination of the Commercial Shared-Loss Agreement”, FDIC loss sharing on investment securities acquired in the FSB Acquisition ended in May 2014. The terms of the Commercial Shared-Loss Agreement continue to require sharing with the FDIC of any realized gains from the sale of covered investment securities through May 2017. Securities formerly covered under the Commercial Shared-Loss Agreement include private label residential mortgage-backed securities, trust preferred collateralized debt obligations, U.S. Government sponsored enterprise preferred stocks and corporate debt securities with an aggregate fair value of \$143 million and gross unrealized gains of \$51 million at December 31, 2015. Gross unrealized losses on this portfolio segment were de minimis at December 31, 2015.

A summary of activity in the investment securities available for sale portfolio for the year ended December 31, 2015 follows (in thousands):

Balance, beginning of period	\$ 4,585,694
Purchases	1,968,741
Repayments	(537,484)
Sales, maturities and calls	(1,105,540)
Amortization of discounts and premiums, net	(8,922)
Change in unrealized gains	(42,950)
Balance, end of period	<u>\$ 4,859,539</u>

The following table shows the scheduled maturities, carrying values and current yields for investment securities available for sale as of December 31, 2015. Scheduled maturities have been adjusted for anticipated prepayments of mortgage-backed and other pass through securities. Yields on tax-exempt securities have been calculated on a tax-equivalent basis (dollars in thousands):

	Within One Year		After One Year Through Five Years		After Five Years Through Ten Years		After Ten Years		Total	
	Carrying Value	Weighted Average Yield	Carrying Value	Weighted Average Yield	Carrying Value	Weighted Average Yield	Carrying Value	Weighted Average Yield	Carrying Value	Weighted Average Yield
U.S. Treasury securities	\$ —	—%	\$ 4,997	0.92%	\$ —	—%	\$ —	—%	\$ 4,997	0.92%
U.S. Government agency and sponsored enterprise residential mortgage-backed securities	174,007	2.45%	638,600	2.26%	249,152	1.42%	116,559	1.31%	1,178,318	2.11%
U.S. Government agency and sponsored enterprise commercial mortgage-backed securities	13,423	2.63%	37,774	2.65%	35,990	2.56%	9,627	3.20%	96,814	2.67%
Re-Remics	40,524	3.57%	48,063	3.59%	1,104	3.83%	—	—%	89,691	3.58%
Private label residential mortgage backed securities and CMOs	86,795	6.74%	228,353	4.50%	146,875	4.19%	82,589	4.58%	544,612	4.79%
Private label commercial mortgage-backed securities	245,807	1.92%	498,953	2.81%	377,565	2.53%	96,415	2.54%	1,218,740	2.52%
Single family rental real estate-backed securities	322,642	1.77%	291,578	2.58%	22,485	3.73%	—	—%	636,705	2.21%
Collateralized loan obligations	—	—%	219,757	2.16%	87,120	2.56%	—	—%	306,877	2.28%
Non-mortgage asset-backed securities	6,380	2.80%	27,579	2.78%	22,541	3.53%	—	—%	56,500	3.08%
State and municipal obligations	2,872	4.68%	12,522	4.68%	42,292	4.25%	304,067	4.88%	361,753	4.80%
SBA securities	51,325	1.73%	128,807	1.73%	63,102	1.73%	30,102	1.72%	273,336	1.73%
Other debt securities	—	—%	—	—%	—	—%	7,987	7.59%	7,987	7.59%
	<u>\$ 943,775</u>	<u>2.46%</u>	<u>\$ 2,136,983</u>	<u>2.66%</u>	<u>\$ 1,048,226</u>	<u>2.64%</u>	<u>\$ 647,346</u>	<u>3.84%</u>	<u>4,776,330</u>	<u>2.76%</u>
Preferred stocks with no scheduled maturity									83,209	8.85%
Total investment securities available for sale									<u>\$ 4,859,539</u>	<u>2.86%</u>

The available for sale investment securities portfolio was in a net unrealized gain position of \$68 million at December 31, 2015 with aggregate fair value equal to 101% of amortized cost. Net unrealized gains included \$95 million of gross unrealized gains and \$27 million of gross unrealized losses. Investment securities available for sale in an unrealized loss position at December 31, 2015 had an aggregate fair value of \$2.5 billion. At December 31, 2015, 90.2% of investment securities available for sale were backed by the U.S. Government, U.S. Government agencies or sponsored enterprises or were rated AAA or AA, based on the most recent third-party ratings. Investment securities available for sale totaling \$89 million were rated below investment grade or not rated at December 31, 2015, substantially all of which were acquired in the FSB Acquisition and in unrealized gain positions at December 31, 2015.

We evaluate the credit quality of individual securities in the portfolio quarterly to determine whether any of the investments in unrealized loss positions are other-than-temporarily impaired. This evaluation considers, but is not necessarily limited to, the following factors, the relative significance of which varies depending on the circumstances pertinent to each individual security:

- our intent to hold the security until maturity or for a period of time sufficient for a recovery in value;
- whether it is more likely than not that we will be required to sell the security prior to recovery of its amortized cost basis;
- the length of time and extent to which fair value has been less than amortized cost;
- adverse changes in expected cash flows;
- collateral values and performance;
- the payment structure of the security, including levels of subordination or over-collateralization;
- changes in the economic or regulatory environment;
- the general market condition of the geographic area or industry of the issuer;
- the issuer's financial condition, performance and business prospects; and
- changes in credit ratings.

No securities were determined to be other-than-temporarily impaired during the years ended December 31, 2015 or 2014. During the year ended December 31, 2013, OTTI of \$963 thousand was recognized on an intermediate term mortgage mutual fund. Due primarily to the length of time the investment had been in a continuous unrealized loss position and an increasing measure of impairment, we determined the impairment to be other than temporary. This security was covered under the Loss Sharing Agreements; therefore, the impact of the impairment was significantly mitigated by an increase of \$770 thousand in the FDIC indemnification asset and in non-interest income, reflected in the consolidated statement of income line item "Net loss on FDIC indemnification."

We do not intend to sell securities in significant unrealized loss positions. Based on an assessment of our liquidity position and internal and regulatory guidelines for permissible investments and concentrations, it is not more likely than not that we will be required to sell securities in significant unrealized loss positions prior to recovery of amortized cost basis. The severity of impairment of individual securities in the portfolio is generally not material. For fixed rate securities, unrealized losses in the portfolio at December 31, 2015 were primarily attributable to an increase in medium and long-term market interest rates subsequent to the date the securities were acquired and widening credit spreads. For variable rate securities, unrealized losses were primarily due to widening credit spreads.

The timely repayment of principal and interest on U.S. Government agency and sponsored enterprise securities in unrealized loss positions is explicitly or implicitly guaranteed by the full faith and credit of the U.S. Government. Management performed projected cash flow analyses of the private label residential mortgage-backed securities and CMOs and private label commercial mortgage-backed securities in unrealized loss positions, incorporating CUSIP level assumptions consistent with the collateral characteristics of each security including collateral default rate, voluntary prepayment rate, severity and delinquency assumptions. Based on the results of this analysis, no credit losses were projected. Management's analysis of the credit characteristics of individual securities and the underlying collateral and levels of subordination for each of the Re-Remics, single family rental real estate-backed securities and collateralized loan obligations in unrealized loss positions is not indicative of projected credit losses. Given the expectation of timely repayment of principal and interest and the generally limited severity of impairment, the impairments were considered to be temporary.

For further discussion of our analysis of investment securities for OTTI, see Note 4 to the consolidated financial statements.

We use third-party pricing services to assist us in estimating the fair value of investment securities. We perform a variety of procedures to ensure that we have a thorough understanding of the methodologies and assumptions used by the pricing services including obtaining and reviewing written documentation of the methods and assumptions employed, conducting interviews with valuation desk personnel and reviewing model results and detailed assumptions used to value selected securities as considered necessary. Our classification of prices within the fair value hierarchy is based on an evaluation of the nature of the significant assumptions impacting the valuation of each type of security in the portfolio. We have established a robust price challenge process that includes a review by our treasury front office of all prices provided on a monthly basis. Any price evidencing unexpected month over month fluctuations or deviations from our expectations based on recent observed trading activity and other information available in the marketplace that would impact the value of the security is challenged. Responses to the price challenges, which generally include specific information about inputs and assumptions incorporated in the valuation and their sources, are reviewed in detail. If considered necessary to resolve any discrepancies, a price will be obtained from an additional independent valuation specialist. We do not typically adjust the prices provided, other than through this established challenge process. Our primary pricing services utilize observable inputs when available, and employ unobservable inputs and proprietary models only when observable inputs are not available. As a matter of course, the services validate prices by comparison to recent trading activity whenever such activity exists. Quotes obtained from the pricing services are typically non-binding.

We have also established a quarterly price validation process whereby we verify the prices provided by our primary pricing service for a sample of securities in the portfolio. Sample sizes vary based on the type of security being priced, with higher sample sizes applied to more difficult to value security types. Verification procedures may consist of obtaining prices from an additional outside source or internal modeling, generally based on Intex. We have established acceptable percentage deviations from the price provided by the initial pricing source. If deviations fall outside the established parameters, we will obtain and evaluate more detailed information about the assumptions and inputs used by each pricing source or, if considered necessary, employ an additional valuation specialist to price the security in question. When there are price discrepancies, the final determination of fair value is based on careful consideration of the assumptions and inputs employed by each of the pricing sources given our knowledge of the market for each individual security and may include interviews with the outside pricing sources utilized. Depending on the results of the validation process, sample sizes may be extended for particular classes of securities. Results of the validation process are reviewed by the treasury front office and by senior management.

The majority of our investment securities are classified within level 2 of the fair value hierarchy. U.S. Treasury securities and certain preferred stocks are classified within level 1 of the hierarchy. At December 31, 2015 and 2014, 3.0% and 3.8%, respectively, of our investment securities were classified within level 3 of the fair value hierarchy. Securities classified within level 3 of the hierarchy at December 31, 2015 included certain private label residential mortgage-backed securities and trust preferred securities. These securities were classified within level 3 of the hierarchy because proprietary assumptions related to voluntary prepayment rates, default probabilities, loss severities and discount rates were considered significant to the valuation. There were no transfers of investment securities between levels of the fair value hierarchy during the years ended December 31, 2015 and 2014.

For additional discussion of the fair values of investment securities, see Note 16 to the consolidated financial statements.

### ***Loans Held for Sale***

Loans held for sale at December 31, 2015 included \$45.8 million of commercial loans and \$1.6 million of residential real estate loans originated with the intent to sell in the secondary market. The balance of commercial loans held for sale at December 31, 2015 is comprised of the guaranteed portion of loans guaranteed by U.S. government agencies, some of which were purchased in the acquisition of SBF and some of which were originated by the SBF unit subsequent to the acquisition. Loans are generally sold with servicing retained. Servicing activity did not have a material impact on the results of operations for the years ended December 31, 2015, 2014 and 2013. We anticipate growth in loan sales and servicing and related revenue from SBF in future periods.

## Loans

The loan portfolio comprises the Company's primary interest-earning asset and consists of "new loans", which are loans originated or purchased subsequent to the FSB Acquisition, as well as loans acquired in the FSB Acquisition. Loans acquired in the FSB Acquisition are further segregated between ACI loans, or those acquired with evidence of deterioration in credit quality since origination and non-ACI loans, or those acquired without evidence of deterioration in credit quality since origination. Residential loans acquired in the FSB Acquisition are covered under the Single Family Shared Loss Agreement and are referred to as covered loans. Effective May, 2014, commercial and consumer loans acquired in the FSB Acquisition are no longer covered under the Loss Sharing Agreements. The following tables show the composition of the loan portfolio and the breakdown of the portfolio among new loans, non-covered ACI loans, covered ACI loans and covered non-ACI loans at December 31 of the years indicated (dollars in thousands):

	2015					
	Non-Covered Loans		Covered Loans		Total	Percent of Total
	New Loans	ACI	ACI	Non-ACI		
<b>Residential:</b>						
1-4 single family residential	\$ 2,883,470	\$ —	\$ 699,039	\$ 46,110	\$ 3,628,619	21.9%
Home equity loans and lines of credit	806	—	4,831	67,493	73,130	0.4%
	<u>2,884,276</u>	<u>—</u>	<u>703,870</u>	<u>113,603</u>	<u>3,701,749</u>	<u>22.3%</u>
<b>Commercial:</b>						
Multi-family	3,447,526	24,636	—	—	3,472,162	20.9%
<b>Commercial real estate</b>						
Owner occupied	1,338,184	16,567	—	—	1,354,751	8.2%
Non-owner occupied	2,885,226	25,101	—	—	2,910,327	17.5%
Construction and land	347,676	—	—	—	347,676	2.1%
Commercial and industrial	2,769,813	1,062	—	—	2,770,875	16.7%
Commercial lending subsidiaries	2,003,984	—	—	—	2,003,984	12.1%
	<u>12,792,409</u>	<u>67,366</u>	<u>—</u>	<u>—</u>	<u>12,859,775</u>	<u>77.5%</u>
Consumer	35,173	10	—	—	35,183	0.2%
<b>Total loans</b>	<u>15,711,858</u>	<u>67,376</u>	<u>703,870</u>	<u>113,603</u>	<u>16,596,707</u>	<u>100.0%</u>
Premiums, discounts and deferred fees and costs, net	47,829	—	—	(7,933)	39,896	
Loans including premiums, discounts and deferred fees and costs	<u>15,759,687</u>	<u>67,376</u>	<u>703,870</u>	<u>105,670</u>	<u>16,636,603</u>	
Allowance for loan and lease losses	(120,960)	—	—	(4,868)	(125,828)	
<b>Loans, net</b>	<u>\$ 15,638,727</u>	<u>\$ 67,376</u>	<u>\$ 703,870</u>	<u>\$ 100,802</u>	<u>\$ 16,510,775</u>	

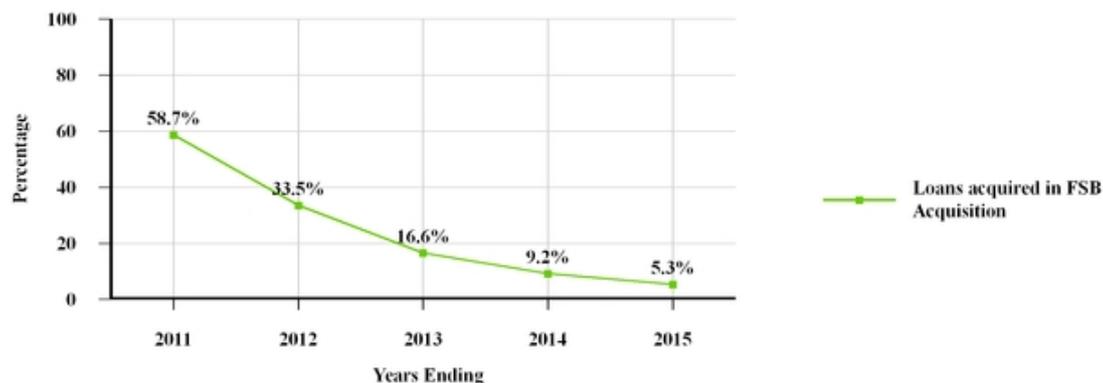
	2014					
	Non-Covered Loans		Covered Loans		Total	Percent of Total
	New Loans	ACI	ACI	Non-ACI		
<b>Residential:</b>						
1-4 single family residential	\$ 2,486,272	\$ —	\$ 874,522	\$ 56,138	\$ 3,416,932	27.6%
Home equity loans and lines of credit	1,827	—	22,657	101,142	125,626	1.0%
	<u>2,488,099</u>	<u>—</u>	<u>897,179</u>	<u>157,280</u>	<u>3,542,558</u>	<u>28.6%</u>
<b>Commercial:</b>						
Multi-family	1,927,225	24,964	—	—	1,952,189	15.8%
<b>Commercial real estate</b>						
Owner occupied	1,008,930	34,440	—	—	1,043,370	8.4%
Non-owner occupied	1,753,317	30,762	—	—	1,784,079	14.4%
Construction and land	167,713	2,007	—	—	169,720	1.4%
Commercial and industrial	2,402,064	1,229	—	—	2,403,293	19.4%
Commercial lending subsidiaries	1,456,751	—	—	—	1,456,751	11.8%
	<u>8,716,000</u>	<u>93,402</u>	<u>—</u>	<u>—</u>	<u>8,809,402</u>	<u>71.2%</u>
Consumer	26,293	14	—	—	26,307	0.2%
Total loans	<u>11,230,392</u>	<u>93,416</u>	<u>897,179</u>	<u>157,280</u>	<u>12,378,267</u>	<u>100.0%</u>
Premiums, discounts and deferred fees and costs, net	47,097	—	—	(10,595)	36,502	
Loans including premiums, discounts and deferred fees and costs	11,277,489	93,416	897,179	146,685	12,414,769	
Allowance for loan and lease losses	(91,350)	—	—	(4,192)	(95,542)	
Loans, net	<u>\$ 11,186,139</u>	<u>\$ 93,416</u>	<u>\$ 897,179</u>	<u>\$ 142,493</u>	<u>\$ 12,319,227</u>	

	2013					
	Non-Covered Loans		Covered Loans		Total	Percent of Total
	New Loans	ACI	ACI	Non-ACI		
<b>Residential:</b>						
1-4 single family residential	\$ 1,800,332	\$ —	\$ 1,057,012	\$ 70,378	\$ 2,927,722	32.4%
Home equity loans and lines of credit	1,535	—	39,602	127,807	168,944	1.9%
	<u>1,801,867</u>	<u>—</u>	<u>1,096,614</u>	<u>198,185</u>	<u>3,096,666</u>	<u>34.3%</u>
<b>Commercial:</b>						
Multi-family	1,097,872	8,093	33,354	—	1,139,319	12.6%
<b>Commercial real estate</b>						
Owner occupied	712,844	5,318	49,861	689	768,712	8.5%
Non-owner occupied	946,543	1,449	93,089	52	1,041,133	11.5%
Construction and land	138,091	—	10,600	729	149,420	1.7%
Commercial and industrial	1,651,739	—	6,050	6,234	1,664,023	18.5%
Commercial lending subsidiaries	952,050	—	—	—	952,050	10.5%
	<u>5,499,139</u>	<u>14,860</u>	<u>192,954</u>	<u>7,704</u>	<u>5,714,657</u>	<u>63.3%</u>
Consumer	213,107	—	1,679	—	214,786	2.4%
Total loans	<u>7,514,113</u>	<u>14,860</u>	<u>1,291,247</u>	<u>205,889</u>	<u>9,026,109</u>	<u>100.0%</u>
Premiums, discounts and deferred fees and costs, net	40,748	—	—	(13,248)	27,500	
Loans net of premiums, discounts and deferred fees and costs	7,554,861	14,860	1,291,247	192,641	9,053,609	
Allowance for loan and lease losses	(57,330)	—	(2,893)	(9,502)	(69,725)	
Loans, net	<u>\$ 7,497,531</u>	<u>\$ 14,860</u>	<u>\$ 1,288,354</u>	<u>\$ 183,139</u>	<u>\$ 8,983,884</u>	

	2012					
	Non-Covered Loans		Covered Loans		Total	Percent of Total
	New Loans	ACI	ACI	Non-ACI		
<b>Residential:</b>						
1-4 single family residential	\$ 920,713	\$ —	\$ 1,300,109	\$ 93,438	\$ 2,314,260	41.5%
Home equity loans and lines of credit	1,954	—	52,499	157,691	212,144	3.8%
	922,667	—	1,352,608	251,129	2,526,404	45.3%
<b>Commercial:</b>						
Multi-family	307,183	—	56,148	716	364,047	6.5%
<b>Commercial real estate</b>						
Owner occupied	451,130	4,087	58,675	850	514,742	9.3%
Non-owner occupied	343,576	—	115,057	60	458,693	8.2%
Construction and land	72,361	—	18,064	829	91,254	1.6%
Commercial and industrial	1,105,938	—	14,608	11,627	1,132,173	20.3%
Commercial lending subsidiaries	455,033	—	—	—	455,033	8.2%
	2,735,221	4,087	262,552	14,082	3,015,942	54.1%
Consumer	33,526	—	2,239	—	35,765	0.6%
Total loans	3,691,414	4,087	1,617,399	265,211	5,578,111	100.0%
Premiums, discounts and deferred fees and costs, net	11,863	—	—	(18,235)	(6,372)	
Loans net of premiums, discounts and deferred fees and costs	3,703,277	4,087	1,617,399	246,976	5,571,739	
Allowance for loan and lease losses	(41,228)	—	(8,019)	(9,874)	(59,121)	
Loans, net	\$ 3,662,049	\$ 4,087	\$ 1,609,380	\$ 237,102	\$ 5,512,618	

	2011					
	Non-Covered Loans		Covered Loans		Total	Percent of Total
	New Loans	ACI	ACI	Non-ACI		
<b>Residential:</b>						
1-4 single family residential	\$ 461,431	\$ —	\$ 1,681,866	\$ 117,992	\$ 2,261,289	54.1%
Home equity loans and lines of credit	2,037	—	71,565	182,745	256,347	6.1%
	463,468	—	1,753,431	300,737	2,517,636	60.2%
<b>Commercial:</b>						
Multi-family	108,178	—	61,710	791	170,679	4.1%
<b>Commercial real estate</b>						
Commercial real estate	311,434	4,220	219,136	32,678	567,468	13.6%
Construction and land	30,721	—	37,120	163	68,004	1.7%
Commercial and industrial	581,822	—	24,007	20,382	626,211	15.0%
Commercial lending subsidiaries	218,156	—	—	—	218,156	5.2%
	1,250,311	4,220	341,973	54,014	1,650,518	39.6%
Consumer	3,372	—	2,937	—	6,309	0.2%
Total loans	1,717,151	4,220	2,098,341	354,751	4,174,463	100.0%
Premiums, discounts and deferred fees and costs, net	(7,124)	—	—	(30,281)	(37,405)	
Loans net of premiums, discounts and deferred fees and costs	1,710,027	4,220	2,098,341	324,470	4,137,058	
Allowance for loan and lease losses	(24,328)	—	(16,332)	(7,742)	(48,402)	
Loans, net	\$ 1,685,699	\$ 4,220	\$ 2,082,009	\$ 316,728	\$ 4,088,656	

The following graph shows the trend of loans acquired in the FSB Acquisition as a percentage of the total loan portfolio as of December 31, 2015, 2014, 2013, 2012 and 2011. As indicated, loans acquired in the FSB Acquisition, the substantial majority of which are covered loans, are declining and new loans increasing as a percentage of the total portfolio as loans acquired in the FSB Acquisition are repaid or resolved and new loan originations and purchases continue. This trend is expected to continue.



Total loans, including premiums, discounts and deferred fees and costs, increased by \$4.2 billion to \$16.6 billion at December 31, 2015, from \$12.4 billion at December 31, 2014. New loans grew by \$4.5 billion while loans acquired in the FSB Acquisition declined by \$260 million from December 31, 2014 to December 31, 2015. New residential loans grew by \$401 million and new commercial loans grew by \$4.1 billion during the year ended December 31, 2015.

Growth in new loans, including premiums, discounts and deferred fees and costs, for the year ended December 31, 2015 included \$1.3 billion for the Florida franchise, \$2.2 billion for the New York franchise and \$1.0 billion for the national platforms. Our warehouse lending operations, SBF and commercial lending subsidiaries contributed \$42 million, \$198 million (including \$174 million of loans that were part of the SBF acquisition), and \$546 million, respectively, to growth in new loans for the year ended December 31, 2015, while the residential loan purchase program contributed \$238 million.

The following tables show the composition of the new loan portfolio and the breakdown among the Florida and New York franchises and national platforms at December 31, 2015 and 2014. Amounts include premiums, discounts and deferred fees and costs (dollars in thousands):

	2015			
	Florida	New York	National	Total
Residential	\$ 246,751	\$ 228,741	\$ 2,449,935	\$ 2,925,427
Commercial	5,254,554	5,252,396	2,292,232	12,799,182
Consumer	29,820	5,258	—	35,078
	\$ 5,531,125	\$ 5,486,395	\$ 4,742,167	\$ 15,759,687
	35.1%	34.8%	30.1%	100.0%

	2014			
	Florida	New York	National	Total
Residential	\$ 196,101	\$ 116,627	\$ 2,211,937	\$ 2,524,665
Commercial	4,042,607	3,177,979	1,505,992	8,726,578
Consumer	20,930	5,316	—	26,246
	\$ 4,259,638	\$ 3,299,922	\$ 3,717,929	\$ 11,277,489
	37.8%	29.2%	33.0%	100.0%

The geographic concentration of the commercial loans in the national platforms is summarized as follows at December 31, 2015 and 2014. Amounts include premiums, discounts and deferred fees and costs (dollars in thousands):

	2015		2014	
Florida	\$ 537,111	23.4%	\$ 351,237	23.3%
California	188,338	8.2%	149,621	9.9%
Iowa	159,142	6.9%	42,667	2.8%
Virginia	113,486	5.0%	50,244	3.3%
Nevada	101,370	4.4%	103,542	6.9%
All others (1)	1,192,785	52.1%	808,681	53.8%
	<u>\$ 2,292,232</u>	<u>100.0%</u>	<u>\$ 1,505,992</u>	<u>100.0%</u>

(1) No other state represented borrowers with more than 5.0% of loans outstanding at December 31, 2015 or 2014.

### Residential Mortgages

Residential mortgages totaled \$3.7 billion, or 22.3% of total loans and \$3.5 billion, or 28.6% of total loans at December 31, 2015 and 2014, respectively. The decline in this portfolio segment as a percentage of loans is primarily a result of higher commercial loan originations, reflecting our strategic emphasis on commercial lending, and to a smaller extent, the resolution of covered loans.

The new residential loan portfolio includes both originated and purchased loans. At December 31, 2015 and 2014, \$475 million or 16.2% and \$311 million or 12.3%, respectively, of our new 1-4 single family residential loans were originated loans; \$2.4 billion or 83.8% and \$2.2 billion or 87.7%, respectively, were purchased loans. New residential mortgage loans are primarily closed-end first lien loans for the purchase or re-finance of owner occupied property. We have originated 1-4 single family residential mortgage loans with terms ranging from 10 to 30 years, with either fixed or adjustable interest rates, primarily to customers in Florida and New York. We have purchased loans to supplement our mortgage origination platform and to geographically diversify our loan portfolio. The purchased residential portfolio consists primarily of jumbo mortgages on owner-occupied properties acquired through established correspondent channels. At December 31, 2015, 34.1% of the new residential loan portfolio were fixed rate loans. The adjustable rate mortgage ("ARM") portfolio included 5/1, 7/1 and 10/1 ARMs. At December 31, 2015, \$182 million or 6.2% of new residential mortgage loans were interest-only loans, substantially all of which begin amortizing 10 years after origination. The number of newly originated residential mortgage loans that are re-financings of covered loans is not significant. In January 2016, we made the decision to terminate our retail residential mortgage origination business, but we continue to purchase residential loans through correspondent channels.

Home equity loans and lines of credit are not significant to the new loan portfolio.

We do not originate or acquire option ARMs, "no-doc" or "reduced-doc" mortgages and do not utilize wholesale mortgage origination channels although the covered loan portfolio contains loans with these characteristics. The Company's exposure to future losses on these mortgage loans is mitigated by the Single Family Shared-Loss Agreement. The following table presents a breakdown of the 1-4 single family residential mortgage portfolio categorized between fixed rate loans and ARMs at December 31, 2015 and 2014. Amounts are net of premiums, discounts and deferred fees and costs (dollars in thousands):

	2015			
	New Loans	Covered Loans	Total	Percent of Total
1 - 4 single family residential loans:				
Fixed rate loans	997,580	304,632	1,302,212	35.6%
ARM Loans	1,927,041	433,665	2,360,706	64.4%
	<u>\$ 2,924,621</u>	<u>\$ 738,297</u>	<u>\$ 3,662,918</u>	<u>100.0%</u>

	2014			
	New Loans	Covered Loans	Total	Percent of Total
<b>1 - 4 single family residential loans:</b>				
Fixed rate loans	\$ 875,584	\$ 347,582	\$ 1,223,166	35.5%
ARM Loans	1,647,254	574,105	2,221,359	64.5%
	<u>\$ 2,522,838</u>	<u>\$ 921,687</u>	<u>\$ 3,444,525</u>	<u>100.0%</u>

Included in ARM loans above are payment option ARMs representing 49.5% and 49.9% of total covered ARM loans outstanding as of December 31, 2015 and 2014, respectively, based on UPB. All of the option ARMs are covered loans and the substantial majority are ACI loans. The ACI loans are accounted for in accordance with ASC 310-30; therefore, the optionality embedded in these loans does not directly impact the carrying value of the loans or the amount of interest income recognized on them. These features are taken into account in quarterly updates of expected cash flows from these loans.

At December 31, 2015 and 2014, the 1-4 single family residential loans outstanding were to customers domiciled in the following states (dollars in thousands):

	2015					
				Percent of Total		
	New Loans	Covered Loans	Total	New Loans	Total Loans	
California	\$ 948,301	\$ 53,048	\$ 1,001,349	32.4%	27.3%	
Florida	422,638	381,897	804,535	14.5%	22.0%	
New York	548,181	23,326	571,507	18.7%	15.6%	
Others <sup>(1)</sup>	1,005,501	280,026	1,285,527	34.4%	35.1%	
	<u>\$ 2,924,621</u>	<u>\$ 738,297</u>	<u>\$ 3,662,918</u>	<u>100.0%</u>	<u>100.0%</u>	

	2014					
				Percent of Total		
	New Loans	Covered Loans	Total	New Loans	Total Loans	
California	\$ 1,045,430	\$ 66,105	\$ 1,111,535	41.4%	32.3%	
Florida	335,073	483,297	818,370	13.3%	23.8%	
New York	318,484	27,568	346,052	12.6%	10.0%	
Others <sup>(1)</sup>	823,851	344,717	1,168,568	32.7%	33.9%	
	<u>\$ 2,522,838</u>	<u>\$ 921,687</u>	<u>\$ 3,444,525</u>	<u>100.0%</u>	<u>100.0%</u>	

(1) No other state represented borrowers with more than 4.0% of 1-4 single family residential loans outstanding at December 31, 2015 or 2014.

### Commercial loans

The commercial portfolio segment includes loans secured by multi-family properties, loans secured by both owner-occupied and non-owner occupied commercial real estate, construction loans, land loans, commercial and industrial loans and direct financing leases.

Management's loan origination strategy is heavily focused on the commercial portfolio segment, which comprised 81.4% and 77.6% of new loans as of December 31, 2015 and 2014, respectively.

Commercial real estate loans include term loans secured by owner and non-owner occupied income producing properties including rental apartments, mixed-use properties, industrial properties, retail shopping centers, free-standing single-tenant buildings, office buildings, warehouse facilities and hotels as well as real estate secured lines of credit. Loans secured by commercial real estate typically have shorter repayment periods and re-price more frequently than 1-4 single family residential loans but may have longer terms and re-price less frequently than commercial and industrial loans. The Company's underwriting standards generally provide for loan terms of five to ten years, with amortization schedules of no more than thirty years. LTV ratios are typically limited to no more than 80%. In addition, the Company usually obtains personal guarantees or

carve-out guarantees of the principals as an additional enhancement for commercial real estate loans. Owner-occupied commercial real estate loans typically have risk profiles more closely aligned with that of commercial and industrial loans than with other types of commercial real estate loans. Construction and land loans represented only 2.1% of the total loan portfolio at December 31, 2015. Construction and land loans are generally made for projects expected to stabilize within eighteen months of completion in submarkets with strong fundamentals and, to a lesser extent, for-sale residential projects to experienced developers with a strong cushion between market prices and loan basis. At December 31, 2015, the recorded investment in construction loans with available interest reserves totaled \$52 million; the amount of available interest reserves totaled \$2 million. All of these loans were rated “pass” at December 31, 2015.

Commercial and industrial loans are typically made to small and middle market businesses and include equipment loans and leases, secured and unsecured working capital facilities, formula-based loans, mortgage warehouse lines, taxi medallion loans, lease financing, Small Business Administration product offerings and business acquisition finance credit facilities. These loans may be structured as term loans, typically with maturities of three to seven years, or revolving lines of credit which may have multi-year maturities. Commercial loans include shared national credits totaling \$965 million at December 31, 2015, typically relationship based loans to borrowers in our geographic footprint.

Through its three commercial lending subsidiaries, Pinnacle, UCBL and Bridge, the Bank provides equipment and franchise financing on a national basis using both loan and lease structures. Pinnacle primarily offers essential use equipment financing to municipalities through loans and leases, as well as bond re-funding structures; UCBL offers small business equipment and franchise financing; and Bridge primarily provides transportation equipment finance. The Bank’s SBF unit primarily originates SBA guaranteed commercial and commercial real estate loans, generally selling the guaranteed portion in the secondary market and retaining the unguaranteed portion in portfolio. The Bank engages in mortgage warehouse lending on a national basis.

The following table presents the recorded investment in loans and direct finance leases held for investment for each of our national commercial lending platforms at December 31, 2015 and 2014 (in thousands):

	2015	2014
Pinnacle	\$ 1,085,981	\$ 751,286
UCBL	440,375	364,623
Bridge	486,290	350,350
SBF	197,953	—
Mortgage warehouse lending	81,633	39,733
	<u>\$ 2,292,232</u>	<u>\$ 1,505,992</u>

New commercial loans that represent re-financings of loans acquired in the FSB Acquisition are not significant.

### **Consumer Loans**

Consumer loans are comprised primarily of consumer installment financing, loans secured by certificates of deposit, unsecured personal lines of credit and demand deposit account overdrafts.

The Company terminated its indirect auto lending activities in the second quarter of 2014, selling substantially all of its then existing portfolio of indirect auto loans.

**Loan Maturities**

The following table sets forth, as of December 31, 2015, the maturity distribution of our loan portfolio by category, based on UPB. Commercial loans are presented by contractual maturity, including scheduled payments for amortizing loans. Contractual maturities of 1-4 single family residential loans have been adjusted for an estimated rate of voluntary prepayments on all loans, and defaults on ACI loans, based on historical trends, current interest rates, types of loans and refinance patterns (in thousands):

	One Year or Less	After One Through Five Years	After Five Years	Total
<b>Residential:</b>				
Covered:				
1-4 single family residential	\$ 681,728	\$ 973,638	\$ 287,994	\$ 1,943,360
Home equity loans and lines of credit	51,009	41,521	25,559	118,089
	<u>732,737</u>	<u>1,015,159</u>	<u>313,553</u>	<u>2,061,449</u>
Non-Covered:				
1-4 single family residential	559,971	1,585,881	737,618	2,883,470
Home equity loans and lines of credit	250	532	24	806
	<u>560,221</u>	<u>1,586,413</u>	<u>737,642</u>	<u>2,884,276</u>
<b>Commercial:</b>				
Multi-family	301,844	2,646,657	530,035	3,478,536
Commercial real estate	550,417	2,459,157	1,262,038	4,271,612
Construction and land	114,606	207,469	25,601	347,676
Commercial and industrial	1,256,631	1,437,485	76,795	2,770,911
Commercial lending subsidiaries	430,020	997,975	575,989	2,003,984
	<u>2,653,518</u>	<u>7,748,743</u>	<u>2,470,458</u>	<u>12,872,719</u>
<b>Consumer</b>	<u>10,902</u>	<u>21,739</u>	<u>2,542</u>	<u>35,183</u>
	<u>\$ 3,957,378</u>	<u>\$ 10,372,054</u>	<u>\$ 3,524,195</u>	<u>\$ 17,853,627</u>

The following table shows the distribution of UPB of those loans that mature in more than one year between fixed and adjustable interest rate loans as of December 31, 2015 (in thousands):

	Interest Rate Type		Total
	Fixed	Adjustable	
<b>Residential:</b>			
Covered:			
1-4 single family residential	\$ 510,182	\$ 751,450	\$ 1,261,632
Home equity loans and lines of credit	18,386	48,694	67,080
	528,568	800,144	1,328,712
Non-Covered:			
1-4 single family residential	766,591	1,556,908	2,323,499
Home equity loans and lines of credit	6	550	556
	766,597	1,557,458	2,324,055
<b>Commercial:</b>			
Multi-family	2,751,327	425,365	3,176,692
Commercial real estate	2,106,365	1,614,830	3,721,195
Construction and land	135,346	97,724	233,070
Commercial and industrial	714,309	799,971	1,514,280
Commercial lending subsidiaries	1,573,964	—	1,573,964
	7,281,311	2,937,890	10,219,201
<b>Consumer</b>	17,346	6,935	24,281
	\$ 8,593,822	\$ 5,302,427	\$ 13,896,249

## Asset Quality

In discussing asset quality, a distinction must be made between new loans and loans acquired in the FSB Acquisition. New loans were underwritten under significantly different and generally more conservative standards than the loans acquired in the FSB Acquisition. In particular, credit approval policies have been strengthened, wholesale mortgage origination channels have been eliminated, “no-doc” and option ARM loan products have been eliminated, and real estate appraisal policies have been improved. Although the risk profile of loans acquired in the FSB Acquisition is higher than that of new loans, our exposure to loss related to the loans acquired in the FSB Acquisition is significantly mitigated by the fair value basis recorded in these loans resulting from the application of acquisition accounting and, for the residential loans, by the Single Family Shared-Loss Agreement. Loss sharing under the Commercial Shared-Loss Agreement was terminated on May 21, 2014. At December 31, 2015, covered loans totaled \$810 million, all of which were covered under the Single Family Shared-Loss Agreement.

We have established a robust credit risk management framework, put in place an experienced team to lead the workout and recovery process for the commercial and commercial real estate portfolios and implemented a dedicated internal credit review function that reports directly to our Audit and Risk Committee. We have an experienced resolution team in place for covered residential mortgage loans, and have implemented outsourcing arrangements with industry leading firms in certain areas such as OREO resolution.

Loan performance is monitored by our credit administration and workout and recovery departments. Generally, relationships with balances in excess of defined thresholds are re-evaluated at least annually and more frequently if circumstances indicate that a change in risk rating may be warranted. At December 31, 2015, the defined thresholds ranged from \$1.5 million to \$3.0 million for the commercial lending subsidiaries, and were \$1.0 million for other commercial loan relationships. Additionally, commercial loans are regularly reviewed by our internal credit review department. The Company utilizes a 13 grade internal asset risk classification system as part of its efforts to monitor and maintain commercial asset quality. Loans exhibiting potential credit weaknesses that deserve management’s close attention and that if left uncorrected may result in deterioration of the repayment capacity of the borrower are categorized as special mention. These borrowers may exhibit negative financial trends or erratic financial performance, strained liquidity, marginal collateral coverage, declining industry trends or weak management. Loans with well-defined credit weaknesses that may result in a loss if the deficiencies are not corrected are assigned a risk rating of substandard. These borrowers may exhibit payment defaults, inadequate cash flows, operating losses, increasing balance sheet leverage, project cost overruns, unreasonable construction delays, exhausted interest

reserves, declining collateral values, frequent overdrafts or past due real estate taxes. Loans with weaknesses so severe that collection in full is highly questionable or improbable, but because of certain reasonably specific pending factors have not been charged off, are assigned an internal risk rating of doubtful.

Residential mortgage loans and consumer loans are not individually risk rated. Delinquency status is the primary measure we use to monitor the credit quality of these loans. We also consider original LTV and FICO score to be significant indicators of credit quality for the new 1-4 single family residential portfolio.

### ***New Loans***

#### *Commercial*

The ongoing asset quality of significant commercial loans is monitored on an individual basis through our regular credit review and risk rating process. We believe internal risk rating is the best indicator of the credit quality of commercial loans. Homogenous groups of smaller balance commercial loans may be monitored collectively.

At December 31, 2015, new commercial loans with aggregate balances of \$32 million, \$198 million and \$6 million were rated special mention, substandard and doubtful, respectively. At December 31, 2014, new commercial loans aggregating \$25 million, \$41 million and \$12 million were rated special mention, substandard and doubtful, respectively. The balance of substandard loans at December 31, 2015 includes approximately \$80 million of taxi medallion finance loans. The substantial majority of these taxi medallion loans were internally downgraded to the substandard category in the fourth quarter of 2015, based on an updated analysis of collateral and expected cash flows in response to stressed conditions in the transportation-for-hire industry, as discussed further below. The remaining increase in criticized and classified assets at December 31, 2015 as compared to December 31, 2014 reflects seasoning of the new commercial loan portfolio. Criticized and classified assets represented 1.8% of the new commercial portfolio at December 31, 2015. See Note 5 to the consolidated financial statements for more detailed information about risk rating of new commercial loans.

The commercial and industrial loan portfolio includes exposure to taxi medallion finance of approximately \$212 million at December 31, 2015. The estimated value of underlying taxi medallion collateral and liquidity in the market for sales of medallions, a potential secondary source of repayment, have declined in recent periods due to competitive developments in the transportation-for-hire industry. In the fourth quarter of 2015, we performed an updated analysis of the cash flow generating capacity of the operation of medallions in the current environment and the resultant debt service capacity and estimated medallion valuations. This analysis was based on an extensive data set made available by the New York Taxi and Limousine Commission and assumptions that we believe to generally be conservative regarding fleet utilization. We also considered recent medallion transfer activity and, if less favorable than our analysis of cash flow generating capacity, available borrower specific financial information. The taxi medallion portfolio had the following characteristics at December 31, 2015:

- Approximately 95% of the portfolio was concentrated in New York City.
- Loans delinquent by 30 days or more totaled \$7.9 million or 3.7% of the portfolio. Loans delinquent by 90 days or more totaled \$1.9 million or 0.9% of the portfolio.
- Based on our updated analysis of medallion values, the weighted average estimated current LTV for loans directly secured by medallions was approximately 75% and approximately 40% of loans had current LTV in excess of 100%.
- Less than 20% of the portfolio consisted of interest only loans.
- Based on our updated analysis of the estimated cash flow generating capacity of medallions, approximately 45% of loans secured directly by taxi medallions had estimated debt service coverage ratios of less than 1.00.

We are no longer originating new taxi medallion loans. Our portfolio management strategies include, but are not limited to, working with borrowers experiencing temporary cash flow shortages to provide short term relief and/or extended amortization periods, pro-actively attempting to refinance loans prior to maturity, shortening amortization periods when possible with an emphasis on converting interest only loans, continuing to monitor industry data and obtain updated borrower and guarantor financial information, and identifying and closely monitoring loans with higher risk profiles. As taxi medallion loans mature or are refinanced, we expect the number and amount of troubled debt restructurings in this portfolio segment, which have not been significant to date, to increase.

*Residential*

New 1-4 single family residential loans past due more than 30 days totaled \$2.5 million and \$4.4 million at December 31, 2015 and 2014, respectively. At December 31, 2015, new 1-4 single family residential loans past due 90 days or more totaled \$1.5 million. The amount of these loans 90 days or more past due was de minimis at December 31, 2014.

The majority of our new residential mortgage portfolio consists of loans purchased through established correspondent channels. For purchasing seasoned loans, good payment history is required. In general, we purchase performing jumbo mortgage loans which have FICO scores above 700, primarily are owner-occupied and full documentation, and have a current LTV of 80% or less. We perform due diligence on the purchased loans for credit, compliance, counterparty, payment history and property valuation.

The following tables show the distribution of new 1-4 single family residential loans by original FICO and LTV as of December 31, 2015 and 2014:

2015					
FICO					
LTV	720 or less	721 - 740	741 - 760	761 or greater	Total
60% or less	2.7%	3.4%	4.9%	22.8%	33.8%
60% - 70%	2.4%	2.7%	3.8%	16.4%	25.3%
70% - 80%	2.2%	3.4%	7.2%	26.4%	39.2%
More than 80%	1.0%	0.1%	0.1%	0.5%	1.7%
	8.3%	9.6%	16.0%	66.1%	100.0%

2014					
FICO					
LTV	720 or less	721 - 740	741 - 760	761 or greater	Total
60% or less	2.6%	3.2%	5.1%	23.7%	34.6%
60% - 70%	2.2%	2.5%	4.0%	16.8%	25.5%
70% - 80%	1.7%	3.9%	6.8%	25.7%	38.1%
More than 80%	1.1%	0.1%	0.1%	0.5%	1.8%
	7.6%	9.7%	16.0%	66.7%	100.0%

At December 31, 2015, 67.7% of new 1-4 single family residential loans with LTV of more than 80% were insured by the Federal Housing Administration.

At December 31, 2015, the purchased loan portfolio had the following characteristics: substantially all were full documentation with an average FICO score of 769 and average LTV of 65.7%. The majority of this portfolio was owner-occupied, with 92.0% primary residence, 7.1% second homes and 0.9% investment properties. In terms of vintage, 0.9% of the portfolio was originated pre-2011, 16.5% in 2011 and 2012, 31.2% in 2013, 26.1% in 2014 and 25.3% in 2015.

Similarly, the originated loan portfolio had the following characteristics at December 31, 2015: 100% were full documentation with an average FICO score of 755 and average LTV of 62.8%. The majority of this portfolio was owner-occupied, with 80.9% primary residence, 11.6% second homes and 7.5% investment properties. In terms of vintage, 9.0% of the portfolio was originated from 2010 through 2012, 18.6% in 2013, 28.8% in 2014 and 43.6% in 2015.

*Consumer*

At December 31, 2015 and 2014 delinquent new consumer loans were de minimis.

***Loans Acquired in the FSB Acquisition***

Loans acquired in the FSB Acquisition consist of both ACI loans and non-ACI loans. At December 31, 2015, ACI loans totaled \$771 million and non-ACI loans totaled \$106 million, including premiums, discounts and deferred fees and costs.

*Residential*

At December 31, 2015, residential ACI loans totaled \$704 million and residential non-ACI loans totaled \$106 million, including premiums, discounts and deferred fees and costs. All of these loans are covered under the Single Family Shared-Loss Agreement.

Covered residential loans were placed into homogenous pools at the time of the FSB Acquisition and the ongoing credit quality and performance of these loans is monitored on a pool basis. The fair value of the pools was initially measured based on the expected cash flows from each pool. Initial cash flow expectations incorporated significant assumptions regarding prepayment rates, frequency of default and loss severity. For ACI pools, the difference between total contractual payments due and the cash flows expected to be received at acquisition was recognized as non-accretable difference. The excess of expected cash flows over the recorded fair value of each ACI pool at acquisition, known as the accretable yield, is being recognized as interest income over the life of each pool. We monitor the pools quarterly to determine whether any significant changes have occurred in expected cash flows that would be indicative of impairment or necessitate reclassification between non-accretable difference and accretable yield. Generally, improvements in expected cash flows less than 1% of the expected cash flows from a pool are not recorded. This materiality threshold may be revised in the future based on management's judgment. At December 31, 2015, accretable yield on residential ACI loans totaled \$877 million and non-accretable difference related to those loans totaled \$633 million. Accretable yield on commercial ACI loans totaled \$26 million at December 31, 2015, with no significant non-accretable difference remaining.

At December 31, 2015, the recorded investment in non-ACI 1-4 single family residential loans was \$39.3 million; \$2.0 million or 5.1% of these loans were 30 days or more past due and the balance of loans 90 days or more past due was insignificant. At December 31, 2015, the recorded investment in ACI 1-4 single family residential loans totaled \$699.0 million; \$37.3 million or 5.3% of these loans were delinquent by 30 days or more and \$19.8 million or 2.8% were delinquent by 90 days or more.

At December 31, 2015, non-ACI home equity loans and lines of credit had an aggregate recorded investment of \$66.4 million; \$5.7 million or 8.5% of these loans were 30 days or more past due and \$4.1 million or 6.2% were 90 days or more past due. ACI home equity loans and lines of credit had a carrying amount of \$4.8 million at December 31, 2015; amounts 30 days or more contractually delinquent were not significant.

Home equity loans and lines of credit generally provide that payment terms be reset after an initial contractual period of interest only payments, requiring the pay down of principal through balloon payments or amortization. Additional information regarding ACI and non-ACI home equity loans and lines of credit at December 31, 2015 is summarized as follows:

	ACI	Non-ACI
<b>Loans resetting from interest only:</b>		
Previously reset	38.0%	37.6%
Scheduled to reset within 12 months	25.1%	11.9%
Scheduled to reset after 12 months	36.9%	50.5%
	<u>100.0%</u>	<u>100.0%</u>
<b>Lien position:</b>		
First liens	13.4%	14.5%
Second or third liens	86.6%	85.5%
	<u>100.0%</u>	<u>100.0%</u>

The Company's exposure to loss related to covered loans is significantly mitigated by the Single Family Shared-Loss Agreement and by the fair value basis recorded in these assets resulting from the application of acquisition accounting. Resets of interest only loans have contributed to an increase in default rates in 2015. Applying the increased loss factor to the population of loans scheduled to reset within 12 months does not have a significant impact on the results of operations, after consideration of loss sharing.

*Commercial*

At December 31, 2015, ACI commercial loans had a carrying value of \$67.4 million, none of which were 90 days or more past due. Aggregate carrying values of \$0.9 million and \$0.4 million were internally risk rated special mention and substandard, respectively.

Loss sharing coverage under the Commercial Shared-Loss Agreement was terminated on May 21, 2014. For further discussion, see the section entitled “Results of Operations — Termination of the Commercial Shared-Loss Agreement.”

### Impaired Loans and Non-Performing Assets

Non-performing assets generally consist of (i) non-accrual loans, including loans that have been modified in TDRs and placed on non-accrual status or that have not yet exhibited a consistent six month payment history, (ii) accruing loans that are more than 90 days contractually past due as to interest or principal, excluding ACI loans, and (iii) OREO and repossessed assets. Impaired loans also typically include loans modified in TDRs that are performing according to their modified terms and ACI loans for which expected cash flows have been revised downward since acquisition (as adjusted for any additional cash flows expected to be collected arising from changes in estimates after acquisition). Impaired ACI loans or pools with remaining accretable yield have not been classified as non-accrual loans and we do not consider them to be non-performing assets.

The following tables summarize the Company's impaired loans and non-performing assets at December 31 of the years indicated (in thousands):

	2015			2014			2013		
	Covered Assets	Non-Covered Assets	Total	Covered Assets	Non-Covered Assets	Total	Covered Assets	Non-Covered Assets	Total
Non-accrual loans									
Residential:									
1 - 4 single family residential	\$ 594	\$ 2,007	\$ 2,601	\$ 604	\$ 49	\$ 653	\$ 293	\$ 194	\$ 487
Home equity loans and lines of credit	4,724	—	4,724	3,808	—	3,808	6,559	—	6,559
Total residential loans	5,318	2,007	7,325	4,412	49	4,461	6,852	194	7,046
Commercial: <sup>(4)</sup>									
Commercial real estate	—	8,274	8,274	—	4,688	4,688	1,042	4,229	5,271
Construction and land	—	—	—	—	209	209	—	244	244
Commercial and industrial	—	37,782	37,782	—	13,666	13,666	2,767	16,612	19,379
Commercial lending subsidiaries	—	9,920	9,920	—	9,226	9,226	—	1,370	1,370
Total commercial loans	—	55,976	55,976	—	27,789	27,789	3,809	22,455	26,264
Consumer	—	7	7	—	173	173	—	75	75
Total non-accrual loans	5,318	57,990	63,308	4,412	28,011	32,423	10,661	22,724	33,385
Non-ACI and new loans past due 90 days and still accruing	—	—	—	—	—	—	—	512	512
TDRs	7,050	1,175	8,225	2,188	4,435	6,623	1,765	—	1,765
Total non-performing loans	12,368	59,165	71,533	6,600	32,446	39,046	12,426	23,236	35,662
OREO	8,853	—	8,853	13,645	135	13,780	39,672	898	40,570
Repossessed assets	—	2,337	2,337	—	—	—	—	—	—
Total non-performing assets	21,221	61,502	82,723	20,245	32,581	52,826	52,098	24,134	76,232
Impaired ACI loans on accrual status <sup>(1)</sup>	—	—	—	—	—	—	44,286	—	44,286
Non-ACI and new TDRs in compliance with their modified terms	3,988	5,535	9,523	3,866	797	4,663	3,588	1,400	4,988
Total impaired loans and non-performing assets	\$ 25,209	\$ 67,037	\$ 92,246	\$ 24,111	\$ 33,378	\$ 57,489	\$ 99,972	\$ 25,534	\$ 125,506
Non-performing loans to total loans <sup>(2)</sup>									
		0.37%	0.43%		0.29%	0.31%		0.31%	0.39%
Non-performing assets to total assets <sup>(3)</sup>									
		0.26%	0.35%		0.17%	0.27%		0.16%	0.51%
ALLL to total loans <sup>(2)</sup>									
		0.76%	0.76%		0.80%	0.77%		0.76%	0.77%
ALLL to non-performing loans									
		204.45%	175.90%		281.54%	244.69%		246.73%	195.52%
Net charge-offs to average loans <sup>(3)</sup>									
		0.09%	0.10%		0.08%	0.15%		0.34%	0.31%

(1) Includes TDRs on accrual status.

(2) Total loans for purposes of calculating these ratios include premiums, discounts and deferred fees and costs.

(3) Ratio for non-covered assets is calculated as non-performing non-covered assets to total assets.

(4) Includes ACI loans of \$1 million for which discount is no longer being accreted at December 31, 2013.

	2012			2011		
	Covered Assets	Non-Covered Assets	Total	Covered Assets	Non-Covered Assets	Total
Non-accrual loans						
Residential:						
1 - 4 single family residential	\$ 2,678	\$ 155	\$ 2,833	\$ 7,410	\$ —	\$ 7,410
Home equity loans and lines of credit	9,767	—	9,767	10,451	27	10,478

Total residential loans	12,445	155	12,600	17,861	27	17,888
Commercial:						
Commercial real estate	59	1,619	1,678	295	—	295
Construction and land	—	278	278	—	335	335
Commercial and industrial	4,530	11,907	16,437	6,695	2,469	9,164
Commercial lending subsidiaries	—	1,719	1,719	—	—	—
Total commercial loans	4,589	15,523	20,112	6,990	2,804	9,794
Total non-accrual loans	17,034	15,678	32,712	24,851	2,831	27,682
Non-ACI and new loans past due 90 days and still accruing	140	38	178	375	—	375
TDRs	1,293	348	1,641	824	—	824
Total non-performing loans	18,467	16,064	34,531	26,050	2,831	28,881
OREO	76,022	—	76,022	123,737	—	123,737
Total non-performing assets	94,489	16,064	110,553	149,787	2,831	152,618
Impaired ACI loans on accrual status <sup>(1)</sup>	43,580	—	43,580	94,536	—	94,536
Other impaired loans on accrual status	—	2,721	2,721	—	—	—
Non-ACI and new TDRs in compliance with their modified terms	2,650	4,689	7,339	583	—	583
Total impaired loans and non-performing assets	\$ 140,719	\$ 23,474	\$ 164,193	\$ 244,906	\$ 2,831	\$ 247,737

Non-performing loans to total loans <sup>(2)</sup>	0.43%	0.62%	0.17%	0.70%
Non-performing assets to total assets <sup>(3)</sup>	0.13%	0.89%	0.03%	1.35%
ALLL to total loans <sup>(2)</sup>	1.11%	1.06%	1.42%	1.17%
ALLL to non-performing loans	256.65%	171.21%	859.34%	167.59%
Net charge-offs to average loans <sup>(3)</sup>	0.09%	0.17%	0.36%	0.62%

(1) Includes TDRs on accrual status.

(2) Total loans for purposes of calculating these ratios are net of premiums, discounts and deferred fees and costs.

(3) Ratio for non-covered assets is calculated as non-performing non-covered assets to total assets.

Contractually delinquent ACI loans with remaining accretable yield are not reflected as non-accrual loans because accretion continues to be recorded in income. Accretion continues to be recorded as long as there is an expectation of future cash flows in excess of carrying amount from these loans. The carrying value of ACI loans contractually delinquent by more than 90 days but on which income was still being recognized was \$20 million and \$23 million at December 31, 2015 and 2014, respectively.

New and non-ACI commercial loans are placed on non-accrual status when (i) management has determined that full repayment of all contractual principal and interest is in doubt, or (ii) the loan is past due 90 days or more as to principal or interest unless the loan is well secured and in the process of collection. New and non-ACI residential and consumer loans are generally placed on non-accrual status when 90 days of interest is due and unpaid. When a loan is placed on non-accrual status, uncollected interest accrued is reversed and charged to interest income. Commercial loans are returned to accrual status only after all past due principal and interest has been collected and full repayment of remaining contractual principal and interest is reasonably assured. Residential loans are returned to accrual status when less than 90 days of interest is due and unpaid. Past due status of loans is determined based on the contractual next payment due date. Loans less than 30 days past due are reported as current. Except for ACI loans accounted for in pools, loans that are the subject of TDRs are generally placed on non-accrual status at the time of the modification unless the borrower has no history of missed payments for six months prior to the restructuring. If borrowers perform pursuant to the modified loan terms for at least six months and the remaining loan balances are considered collectable, the loans are returned to accrual status.

A loan modification is considered a TDR if the Company, for economic or legal reasons related to the borrower's financial difficulties, grants a concession to the borrower that the Company would not otherwise grant. These concessions may take the form of temporarily or permanently reduced interest rates, payment abatement periods, restructuring of payment terms, extensions of maturity at below market terms, or in some cases, partial forgiveness of principal. Under GAAP, modified ACI loans accounted for in pools are not accounted for as TDRs and are not separated from their respective pools when modified. Included in TDRs are residential loans to borrowers who have not reaffirmed their debt discharged in Chapter 7 bankruptcy.

As of December 31, 2015, nine commercial loans with an aggregate carrying value of \$8 million and 53 residential loans with an aggregate carrying value of \$12 million had been modified in TDRs and were included in impaired loans and non-performing assets. Substantially all of the residential loans modified in TDRs were covered. Because of the immateriality of the amount of loans modified in TDRs and nature of the modifications, the modifications did not have a material impact on the Company's consolidated financial statements or the determination of the amount of the ALLL for the years ended December 31, 2015 or 2014.

### **Potential Problem Loans**

Potential problem loans have been identified by management as those loans included in the "substandard accruing" risk rating category. These loans are typically performing, but possess specifically identified credit weaknesses that, if not remedied, may lead to a downgrade to non-accrual status and identification as impaired in the near-term. Substandard accruing new loans totaled \$148 million, of which \$78 million were taxi medallion loans, at December 31, 2015. Substantially all of these loans were current as to principal and interest at December 31, 2015. Additionally, taxi medallion loans currently rated "pass" may be considered potential problem loans due to stressed conditions in the transportation-for-hire industry. If conditions in the industry deteriorate further, additional taxi medallion loans may be downgraded in the future. Such loans, substantially all of which were current as to principal and interest, totaled \$131 million at December 31, 2015.

### **Loss Mitigation Strategies**

Criticized or classified commercial loans in excess of certain thresholds are reviewed quarterly by the Criticized Asset Committee, which determines the appropriate strategy for collection to mitigate the amount of credit losses. Criticized asset reports for each relationship are presented by the assigned relationship manager to the Criticized Asset Committee until such time as the relationships are returned to a satisfactory credit risk rating or otherwise resolved. The Criticized Asset Committee may require the transfer of a loan to our workout and recovery department, which is tasked to effectively manage the loan with the goal of minimizing losses and expenses associated with restructure, collection and/or liquidation of collateral. Commercial loans with a risk rating of substandard; impaired loans on non-accrual status; loans modified as TDRs; or assets classified as OREO or repossessed assets are usually transferred to workout and recovery. Oversight of the workout and recovery department is provided by the Asset Recovery Committee.

We evaluate each residential loan in default to determine the most effective loss mitigation strategy, which may be modification, short sale, or foreclosure. We offer loan modifications under HAMP to eligible borrowers in the residential portfolio. HAMP is a uniform loan modification process that provides eligible borrowers with sustainable monthly mortgage payments equal to a target 31% of their gross monthly income. We have approved 4,374 permanent loan modifications through December 31, 2015 and there are 31 trial loan modifications at December 31, 2015. Substantially all of these modified loans were covered ACI loans accounted for in pools.

In addition to the HAMP program, we offer a proprietary Subordinate Lien Modification Program for home equity loans and lines of credit. This provides BankUnited the ability to offer a modification on loans covered under the Single Family Shared-Loss Agreement that are subordinate to either a BankUnited first lien or a first lien from another lender.

### **Analysis of the Allowance for Loan and Lease Losses**

The ALLL relates to (i) new loans, (ii) estimated additional losses arising on non-ACI loans subsequent to the FSB Acquisition, and (iii) impairment recognized as a result of decreases in expected cash flows on ACI loans due to further credit deterioration. The impact of any additional provision for losses on covered loans is significantly mitigated by an increase in the FDIC indemnification asset. The determination of the amount of the ALLL is, by nature, highly complex and subjective. Future events that are inherently uncertain could result in material changes to the level of the ALLL. General economic conditions including but not limited to unemployment rates, real estate values in our primary market areas and the level of interest rates, as well as a variety of other factors that affect the ability of borrowers' businesses to generate cash flows sufficient to service their debts will impact the future performance of the portfolio.

#### ***New and non-ACI Loans***

##### ***Residential***

Due to the lack of similarity between the risk characteristics of new loans and covered loans in the residential and home equity portfolios, management does not believe it is appropriate to use the historical performance of the covered residential

mortgage portfolio as a basis for calculating the ALLL applicable to new loans. The new loan portfolio has not yet developed an observable loss trend. Therefore, the ALLL for new residential loans is based primarily on relevant proxy historical loss rates. The ALLL for new 1-4 single family residential loans is estimated using average annual loss rates on prime residential mortgage securitizations issued between 2003 and 2008 as a proxy. Based on the comparability of FICO scores and LTV ratios between loans included in those securitizations and loans in the Bank's portfolio and the geographic diversity in the new purchased residential portfolio, we determined that prime residential mortgage securitizations provide an appropriate proxy for expected losses in this portfolio class. A peer group twelve quarter average net charge-off rate is used to estimate the ALLL for the new home equity loan class. See further discussion of the use of peer group loss factors below. The new home equity portfolio is not a significant component of the overall loan portfolio.

Based on an updated analysis of historical performance, OREO and short sale losses, recent trending data and other internal and external factors, we have concluded that historical performance by portfolio class is the best indicator of incurred loss for the non-ACI 1-4 single family residential and home equity portfolio classes. For each of these portfolio classes, a quarterly roll rate matrix is calculated by delinquency bucket to measure the rate at which loans move from one delinquency bucket to the next during a given quarter. An average four quarter roll rate matrix is used to estimate the amount within each delinquency bucket expected to roll to 120+ days delinquent. We assume no cure for those loans that are currently 120+ days delinquent. Loss severity given default is estimated based on internal data about OREO sales and short sales from the portfolio. The ALLL calculation incorporates a 100% loss severity assumption for home equity loans that are projected to roll to default. For non-ACI residential loans, the allowance is initially calculated based on UPB. The total of UPB less the calculated allowance is then compared to the carrying amount of the loans, net of unamortized credit related fair value adjustments established at acquisition. If the calculated balance net of the allowance is less than the carrying amount, an additional allowance is established. Any increase or decrease in the allowance for non-ACI residential loans will result in a corresponding increase or decrease in the FDIC indemnification asset.

### *Commercial and Consumer*

Since the new commercial loan portfolio is not yet seasoned enough to exhibit a loss trend, the ALLL for new commercial loans is based primarily on peer group average annual historical net charge-off rates by loan class and the Company's internal credit risk rating system. The allowance is comprised of specific reserves for loans that are individually evaluated and determined to be impaired as well as general reserves for individually evaluated loans determined not to be impaired and loans that do not meet our established threshold for individual evaluation. Commercial relationships graded substandard or doubtful and on non-accrual status with committed credit facilities greater than or equal to \$750,000 are individually evaluated for impairment. For loans evaluated individually for impairment and determined to be impaired, a specific allowance is established based on the present value of expected cash flows discounted at the loan's effective interest rate, the estimated fair value of the loan, or the estimated fair value of collateral less costs to sell. Loans modified in TDRs are also evaluated individually for impairment. We believe that loans rated special mention, substandard or doubtful that are not individually evaluated for impairment exhibit characteristics indicative of a heightened level of credit risk. Loss factors for these loans are determined by using default frequency and severity information applied at the loan level. Estimated default frequencies and severities are based on available industry data.

With the exception of the Pinnacle municipal finance portfolio, a four quarter loss emergence period is used in the calculation of general reserves. A twelve quarter loss emergence period is used in the calculation of general reserves for the Pinnacle portfolio.

The peer group used to calculate the average annual historical net charge-off rates that form the basis for our general reserve calculations for new commercial, home equity and consumer loans is a group of 34 banks made up of the banks included in the OCC Midsize Bank Group plus two additional banks in the New York region that management believes to be comparable based on size and nature of lending operations. The OCC Midsize Bank Group primarily includes commercial banks with total assets ranging from \$10 - \$50 billion. Peer bank data is obtained from the Statistics on Depository Institutions Report published by the FDIC for the most recent quarter available. These banks, as a group, are considered by management to be comparable to BankUnited in size, nature of lending operations and loan portfolio composition. We evaluate the composition of the peer group annually, or more frequently if, in our judgment, a more frequent evaluation is necessary. The general loss factor for municipal finance receivables is based on a cumulative municipal default curve for obligations of credit quality comparable to those in the Company's portfolio.

The loss experience period used to calculate an average net charge-off rate is twelve quarters. We believe a twelve-quarter look back period is appropriate as it captures a range of observations reflecting the performance of loans originated in the current economic cycle and includes sufficient history. We believe the twelve-quarter look back period to be consistent with the range of industry practice.

Our internal risk rating system comprises 13 credit grades; grades 1 through 8 are “pass” grades. The risk ratings are driven largely by debt service coverage. Peer group historical loss rates are adjusted upward for loans assigned a lower “pass” rating.

#### *Qualitative Factors*

Qualitative adjustments are made to the ALLL when, based on management’s judgment, there are internal or external factors impacting probable incurred losses not taken into account by the quantitative calculations. Potential qualitative adjustments are categorized as follows:

- Portfolio performance trends, including trends in and the levels of delinquencies, non-performing loans and classified loans;
- Changes in the nature of the portfolio and terms of the loans, specifically including the volume and nature of policy and procedural exceptions;
- Portfolio growth trends;
- Changes in lending policies and procedures, including credit and underwriting guidelines;
- Economic factors, including unemployment rates and GDP growth rates;
- Changes in the value of underlying collateral;
- Quality of risk ratings, as measured by changes in risk rating identified by our independent loan review function;
- Credit concentrations;
- Changes in and experience levels of credit administration management and staff; and
- Other factors identified by management that may impact the level of losses inherent in the portfolio, including but not limited to competition and legal and regulatory requirements.

#### *ACI Loans*

For ACI loans, a valuation allowance is established when periodic evaluations of expected cash flows reflect a decrease resulting from credit related factors from the level of cash flows that were estimated to be collected at acquisition plus any additional expected cash flows arising from revisions in those estimates. We perform a quarterly analysis of expected cash flows for ACI loans.

Expected cash flows are estimated on a pool basis for ACI 1-4 single family residential and home equity loans. The analysis of expected pool cash flows incorporates updated pool level expected prepayment rate, default rate, delinquency level and loss severity given default assumptions. Prepayment, delinquency and default curves are derived primarily from roll rates generated from the historical performance of the portfolio over the immediately preceding four quarters. Estimates of default probability and loss severity given default also incorporate updated LTV ratios, at the loan level, based on Case-Shiller Home Price Indices for the relevant MSA. Costs and fees represent an additional component of loss on default and are projected using the “Making Home Affordable” cost factors provided by the Federal government. The ACI home equity roll rates include the impact of delinquent, related senior liens and loans to borrowers who have not reaffirmed their debt discharged in Chapter 7 bankruptcy.

Based on our projected cash flow analysis, no ALLL related to 1-4 single family residential and home equity ACI pools was recorded at December 31, 2015 or 2014.

The primary assumptions underlying estimates of expected cash flows for ACI commercial loans are default probability and severity of loss given default. Following the sale of ACI commercial loans in 2014, assessments of default probability and severity are based on net realizable value analyses prepared at the individual loan level. Based on our analysis, no ALLL related to ACI commercial loans was recorded at December 31, 2015 or 2014.

The following tables provide an analysis of the ALLL, provision for loan losses and net charge-offs for the periods from December 31, 2010 through December 31, 2015 (in thousands):

	<u>New Loans</u>	<u>ACI Loans</u>	<u>Non-ACI Loans</u>	<u>Total</u>
Balance at December 31, 2010	6,151	39,925	12,284	58,360
Provision for (recovery of) loan losses:	21,520	(11,278)	3,586	13,828
Charge-offs:				
1 - 4 single family residential	—	—	(459)	(459)
Home equity loans and lines of credit	—	—	(1,918)	(1,918)
Multi-family	—	(461)	—	(461)
Commercial real estate	—	(2,845)	(674)	(3,519)
Construction and land	—	(7,348)	—	(7,348)
Commercial loans and leases	(3,367)	(2,873)	(5,438)	(11,678)
Total Charge-offs	(3,367)	(13,527)	(8,489)	(25,383)
Recoveries:				
Home equity loans and lines of credit	—	—	20	20
Multi-family	—	565	27	592
Commercial real estate	—	16	131	147
Construction and land	—	625	—	625
Commercial loans and leases	24	6	183	213
Total Recoveries	24	1,212	361	1,597
Net Charge-offs:	(3,343)	(12,315)	(8,128)	(23,786)
Balance at December 31, 2011	24,328	16,332	7,742	48,402
Provision for (recovery of) loan losses:	19,399	(4,347)	3,844	18,896
Charge-offs:				
1 - 4 single family residential	—	—	(245)	(245)
Home equity loans and lines of credit	—	—	(3,030)	(3,030)
Multi-family	(87)	(563)	—	(650)
Commercial real estate	—	(1,482)	—	(1,482)
Construction and land	(3)	(1,183)	—	(1,186)
Commercial loans and leases	(2,839)	(738)	(316)	(3,893)
Total Charge-offs	(2,929)	(3,966)	(3,591)	(10,486)
Recoveries:				
Home equity loans and lines of credit	—	—	29	29
Multi-family	—	—	24	24
Commercial real estate	—	—	347	347
Commercial loans and leases	427	—	1,479	1,906
Consumer	3	—	—	3
Total Recoveries	430	—	1,879	2,309
Net Charge-offs:	(2,499)	(3,966)	(1,712)	(8,177)
Balance at December 31, 2012	41,228	8,019	9,874	59,121

(continued)	<u>New Loans</u>	<u>ACI Loans</u>	<u>Non-ACI Loans</u>	<u>Total</u>
Provision for (recovery of) loan losses:	33,702	(2,891)	1,153	31,964
<b>Charge-offs:</b>				
1 - 4 single family residential	(10)	—	(1,276)	(1,286)
Home equity loans and lines of credit	—	—	(2,858)	(2,858)
Commercial real estate				
Non-owner occupied	—	(1,162)	—	(1,162)
Construction and land	—	(77)	—	(77)
Commercial and industrial	(17,987)	(996)	(171)	(19,154)
Consumer	(484)	—	—	(484)
<b>Total Charge-offs</b>	<b>(18,481)</b>	<b>(2,235)</b>	<b>(4,305)</b>	<b>(25,021)</b>
<b>Recoveries:</b>				
Home equity loans and lines of credit	—	—	90	90
Multi-family	—	—	15	15
Commercial real estate				
Non-owner occupied	—	—	191	191
Commercial and industrial	743	—	2,484	3,227
Commercial lending subsidiaries	15	—	—	15
Consumer	123	—	—	123
<b>Total Recoveries</b>	<b>881</b>	<b>—</b>	<b>2,780</b>	<b>3,661</b>
<b>Net Charge-offs:</b>	<b>(17,600)</b>	<b>(2,235)</b>	<b>(1,525)</b>	<b>(21,360)</b>
Balance at December 31, 2013	57,330	2,893	9,502	69,725
Provision for (recovery of) loan losses:	41,748	2,311	(2,554)	41,505
<b>Charge-offs:</b>				
1 - 4 single family residential	—	—	(269)	(269)
Home equity loans and lines of credit	—	—	(2,737)	(2,737)
Multi-family	—	(285)	—	(285)
Commercial real estate				
Owner occupied	—	(356)	—	(356)
Non-owner occupied	(52)	(3,031)	—	(3,083)
Construction and land	—	(635)	(13)	(648)
Commercial and industrial	(6,033)	(573)	(477)	(7,083)
Commercial lending subsidiaries	(1,586)	—	—	(1,586)
Consumer	(1,083)	(324)	—	(1,407)
<b>Total Charge-offs</b>	<b>(8,754)</b>	<b>(5,204)</b>	<b>(3,496)</b>	<b>(17,454)</b>
<b>Recoveries:</b>				
Home equity loans and lines of credit	—	—	19	19
Multi-family	—	—	4	4
Commercial real estate				
Non-owner occupied	—	—	3	3
Commercial and industrial	506	—	714	1,220
Commercial lending subsidiaries	22	—	—	22
Consumer	498	—	—	498
<b>Total Recoveries</b>	<b>1,026</b>	<b>—</b>	<b>740</b>	<b>1,766</b>
<b>Net Charge-offs:</b>	<b>(7,728)</b>	<b>(5,204)</b>	<b>(2,756)</b>	<b>(15,688)</b>
Balance at December 31, 2014	91,350	—	4,192	95,542

(continued)	New Loans	ACI Loans	Non-ACI Loans	Total
Provision for loan losses:	42,060	—	2,251	44,311
Charge-offs:				
1-4 single family residential	—	—	(16)	(16)
Home equity loans and lines of credit	—	—	(1,664)	(1,664)
Commercial real estate				
Non-owner occupied	(263)	—	—	(263)
Commercial and industrial	(5,731)	—	—	(5,731)
Commercial lending subsidiaries	(7,725)	—	—	(7,725)
Total Charge-offs	(13,719)	—	(1,680)	(15,399)
Recoveries:				
Home equity loans and lines of credit	—	—	39	39
Multi-family	—	—	4	4
Commercial real estate				
Non-owner occupied	2	—	—	2
Commercial and industrial	1,082	—	62	1,144
Commercial lending subsidiaries	153	—	—	153
Consumer	32	—	—	32
Total Recoveries	1,269	—	105	1,374
Net Charge-offs:	(12,450)	—	(1,575)	(14,025)
Balance at December 31, 2015	\$ 120,960	\$ —	\$ 4,868	\$ 125,828

The following tables show the distribution of the ALLL, broken out between covered and non-covered loans, as of December 31 of the years indicated (dollars in thousands):

	2015				
	New Loans	Covered Loans		Total	%( <sup>(1)</sup> )
		ACI Loans	Non-ACI Loans		
Residential:					
1 - 4 single family residential	\$ 11,086	\$ —	\$ 564	\$ 11,650	21.9%
Home equity loans and lines of credit	4	—	4,304	4,308	0.4%
	11,090	—	4,868	15,958	22.3%
Commercial:					
Multi-family	22,317	—	—	22,317	20.9%
Commercial real estate					
Owner occupied	7,490	—	—	7,490	8.2%
Non-owner occupied	26,179	—	—	26,179	17.5%
Construction and land	3,587	—	—	3,587	2.1%
Commercial and industrial	33,661	—	—	33,661	16.7%
Commercial lending subsidiaries	16,383	—	—	16,383	12.1%
	109,617	—	—	109,617	77.5%
Consumer	253	—	—	253	0.2%
	\$ 120,960	\$ —	\$ 4,868	\$ 125,828	100.0%

2014					
	New Loans	Covered Loans		Total	%(1)
		ACI Loans	Non-ACI Loans		
<b>Residential:</b>					
1 - 4 single family residential	\$ 7,116	\$ —	\$ 945	\$ 8,061	27.6%
Home equity loans and lines of credit	17	—	3,247	3,264	1.0%
	7,133	—	4,192	11,325	28.6%
<b>Commercial:</b>					
Multi-family	14,970	—	—	14,970	15.8%
<b>Commercial real estate</b>					
Owner occupied	8,273	—	—	8,273	8.4%
Non-owner occupied	17,615	—	—	17,615	14.4%
Construction and land	2,725	—	—	2,725	1.4%
Commercial and industrial	25,867	—	—	25,867	19.4%
Commercial lending subsidiaries	14,577	—	—	14,577	11.8%
	84,027	—	—	84,027	71.2%
Consumer	190	—	—	190	0.2%
	\$ 91,350	\$ —	\$ 4,192	\$ 95,542	100.0%
2013					
	New Loans	Covered Loans		Total	%(1)
		ACI Loans	Non-ACI Loans		
<b>Residential:</b>					
1 - 4 single family residential	\$ 6,271	\$ —	\$ 827	\$ 7,098	32.4%
Home equity loans and lines of credit	12	—	8,243	8,255	1.9%
	6,283	—	9,070	15,353	34.3%
<b>Commercial:</b>					
Multi-family	3,947	323	—	4,270	12.6%
<b>Commercial real estate</b>					
Owner occupied	6,774	369	6	7,149	8.5%
Non-owner occupied	4,401	1,444	8	5,853	11.5%
Construction and land	803	192	6	1,001	1.7%
Commercial and industrial	24,148	565	412	25,125	18.5%
Commercial lending subsidiaries	8,787	—	—	8,787	10.5%
	48,860	2,893	432	52,185	63.3%
Consumer	2,187	—	—	2,187	2.4%
	\$ 57,330	\$ 2,893	\$ 9,502	\$ 69,725	100.0%

2012					
	New Loans	Covered Loans		Total	%(1)
		ACI Loans	Non-ACI Loans		
<b>Residential:</b>					
1 - 4 single family residential	\$ 10,074	\$ —	\$ 984	\$ 11,058	41.5%
Home equity loans and lines of credit	19	—	8,087	8,106	3.8%
	10,093	—	9,071	19,164	45.3%
<b>Commercial:</b>					
Multi-family	2,212	504	5	2,721	6.5%
Commercial real estate	7,790	5,400	31	13,221	17.5%
Construction and land	672	350	9	1,031	1.6%
Commercial loans and leases	20,047	1,765	758	22,570	28.5%
	30,721	8,019	803	39,543	54.1%
Consumer	414	—	—	414	0.6%
	\$ 41,228	\$ 8,019	\$ 9,874	\$ 59,121	100.0%
2011					
	New Loans	Covered Loans		Total	%(1)
		ACI Loans	Non-ACI Loans		
<b>Residential:</b>					
1 - 4 single family residential	\$ 4,015	\$ —	\$ 593	\$ 4,608	54.1%
Home equity loans and lines of credit	18	—	5,549	5,567	6.1%
	4,033	—	6,142	10,175	60.2%
<b>Commercial:</b>					
Multi-family	929	1,063	5	1,997	4.1%
Commercial real estate	4,529	10,672	284	15,485	13.6%
Construction and land	337	2,310	62	2,709	1.7%
Commercial loans and leases	14,449	2,287	1,249	17,985	20.2%
	20,244	16,332	1,600	38,176	39.6%
Consumer	51	—	—	51	0.2%
	\$ 24,328	\$ 16,332	\$ 7,742	\$ 48,402	100.0%

(1) Represents percentage of loans receivable in each category to total loans receivable.

The overall increase in the balance of the ALLL for new loans at December 31, 2015 as compared to December 31, 2014 reflects the impact of growth of the new loan portfolio. The impact of a net decrease in historical loss rates was largely offset by a net increase in qualitative reserves and an increase in reserves for classified assets, particularly related to taxi medallion loans. The net increase in qualitative reserves was primarily attributable to increases in qualitative factors related to GDP growth rates, the level of policy and procedure exceptions, the level of criticized and classified assets in certain segments of the portfolio and concerns related to the taxi medallion portfolio; and decreases in the qualitative factors related to changes in lending policies and procedures and loan concentrations in certain segments of the portfolio. Factors influencing significant components of the change in the ALLL at December 31, 2015 compared to December 31, 2014, as related to specific loan types, include:

- A \$4.0 million increase for new 1-4 single family residential loans was attributable to increased qualitative loss factors and growth in the portfolio.
- Increases of \$7.3 million for new multi-family and \$8.6 million for new non-owner occupied commercial real estate loans reflected the growth of the corresponding loan portfolio segments and net increases in qualitative reserves, partially offset by decreases in the peer group net charge-off rates. An \$0.8 million decrease for new owner occupied

commercial real estate loans, in spite of the growth of the corresponding loan portfolio, was primarily driven by decreased peer group charge-off rates

- A \$7.8 million increase for new commercial and industrial loans was primarily attributable to increases in quantitative and qualitative reserves for taxi medallion loans. Increases in the ALLL related to the growth of the portfolio were generally offset by decreased peer group charge-off rates.
- An increase of \$1.8 million for commercial lending subsidiaries reflected the growth of the corresponding loan and lease portfolio segments partially offset by decreases in quantitative loss factors and specific reserves on impaired credits.
- A \$1.1 million increase for Non-ACI home equity loans and lines of credit was primarily driven by a worsening of roll rates.

For additional information about the ALLL, see Note 5 to the consolidated financial statements.

### ***Equipment under Operating Lease***

Equipment under operating lease primarily consists of railcars leased to North American commercial end-users. The portfolio also includes non-commercial aircraft and other land transport equipment. These equipment leases provide additional diversity in asset classes, geography and financing structures, with the potential for attractive after-tax returns.

At December 31, 2015, our operating lease fleet consisted of 4,494 rail cars, including hoppers, tank cars, boxcars, auto carriers, and center beams; 932 trailers; 34 tractors; 12 forklifts; and 2 helicopters. The largest concentrations of rail cars were 1,929 hopper cars and 1,534 tank cars, primarily used to ship sand and oil, respectively, for the energy industry.

The primary risks inherent in the equipment leasing business are asset risk resulting from ownership of the equipment on operating lease and credit risk. Asset risk arises from fluctuations in supply and demand for the underlying leased equipment. Railcars are long-lived equipment with useful lives of approximately 35-50 years. The equipment is leased to commercial end-users with lease terms ranging from 3-10 years at December 31, 2015. We are exposed to the risk that, at the end of the lease term, the value of the asset will be lower than expected, potentially resulting in reduced future lease income over the remaining life of the asset or a lower sale value.

Asset risk may ultimately impact the financial statements through changes to lease income streams from fluctuations in lease rates and/or utilization. Changes to lease income occur when the existing lease contracts expire, the assets come off lease, and we seek to enter new lease agreements. Asset risk may also lead to changes in depreciation as a result of changes in the residual values of the operating lease assets or through impairment of asset carrying values. Since our operating lease portfolio is relatively new, we do not have historical experience with respect to the expiration of lease terms for our equipment. To date, there have been no significant impairments of asset carrying values.

Asset risk is evaluated and managed by an internal team of leasing professionals with a broad depth and breadth of experience in the leasing business. Additionally, we have partnered with an industry leading, experienced service provider who provides fleet management and servicing, including lease administration and reporting, a Regulation Y compliant full service maintenance program and railcar remarketing. Risk is managed by setting appropriate residual values at inception and systematic reviews of residual values based on independent appraisals, performed at least annually. Additionally, our internal management team and our external service provider closely follow the rail markets, monitoring traffic flows, supply and demand trends and the impact of new technologies and regulatory requirements. Demand for railcars is sensitive to shifts in general and industry specific economic and market trends and shifts in trade flows from specific events such as natural or man-made disasters. We seek to mitigate these risks by leasing to a stable end-user base, by maintaining a relatively young and diversified fleet of assets that are expected to maintain stronger and more stable utilization rates despite impacts from unexpected events or cyclical trends and by staggering lease maturities. We regularly monitor the impact of lower oil prices on the estimated residual value of rail cars being used in the petroleum/natural gas extraction sector. There have been no indications of impairment or reductions in residual values through the date of our most recent evaluation and fleet appraisal, performed in the fourth quarter of 2015.

Credit risk in the leased equipment portfolio results from the potential default of lessees, possibly driven by obligor specific or industry-wide conditions, and is economically less significant than asset risk, because in the operating lease business, there is no extension of credit to the obligor. Instead, the lessor deploys a portion of the useful life of the asset. Credit losses, if any, will manifest through reduced rental income due to missed payments, time off lease, or lower rental payments due either to a restructuring or re-leasing of the asset to another obligor. To date, we have not experienced any credit losses, missed payments, time off lease or restructurings related to our operating lease portfolio. Credit risk in the operating lease portfolio is managed and monitored utilizing credit administration infrastructure, processes and procedures similar to those used to manage and monitor

credit risk in the commercial loan portfolio. We also mitigate credit risk in this portfolio by leasing only to high credit quality obligors.

During the year ended December 31, 2015, the portfolio of equipment under operating lease grew by \$169 million. There were no significant changes in the performance of lessees, there were no significant impairments of residuals or asset carrying values, missed payments, time off-lease or restructurings related to the operating lease portfolio during the years ended December 31, 2015, 2014 and 2013.

We expect our operating lease portfolio to continue to grow, and we may expand into other asset classes. We are not currently increasing our exposure to the energy sector.

### **Other Real Estate Owned**

The following table presents the changes in OREO for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Balance, beginning of period	\$ 13,780	\$ 40,570	\$ 76,022
Transfers from loan portfolio	14,575	26,564	68,084
Sales	(18,449)	(52,119)	(101,597)
Impairment	(1,053)	(1,235)	(1,939)
Balance, end of period	<u>\$ 8,853</u>	<u>\$ 13,780</u>	<u>\$ 40,570</u>

At December 31, 2015 and 2014, OREO consisted of the following types of properties (in thousands):

	2015			2014		
	Covered	Non-Covered	Total	Covered	Non-Covered	Total
1-4 single family residential	\$ 7,694	\$ —	\$ 7,694	\$ 12,341	\$ —	\$ 12,341
Condominium	1,159	—	1,159	1,304	—	1,304
Land	—	—	—	—	135	135
	<u>\$ 8,853</u>	<u>\$ —</u>	<u>\$ 8,853</u>	<u>\$ 13,645</u>	<u>\$ 135</u>	<u>\$ 13,780</u>

The decrease in OREO reflects our continued efforts to resolve non-performing covered residential assets and a decline in the volume of residential foreclosures. There were 128 and 123 residential units in the foreclosure pipeline at December 31, 2015 and 2014, respectively. Residential OREO inventory declined to 42 units at December 31, 2015 from 63 units at December 31, 2014.

Full appraisals, prepared in accordance with prevailing industry standards, are ordered for all OREO properties at the time of transfer to OREO and upon obtaining physical possession. Full appraisals are generally considered stale after 180 days. Broker Price Opinions, used for foreclosure bids, short sales, and modifications, are considered stale after 90 days from the effective date of the report.

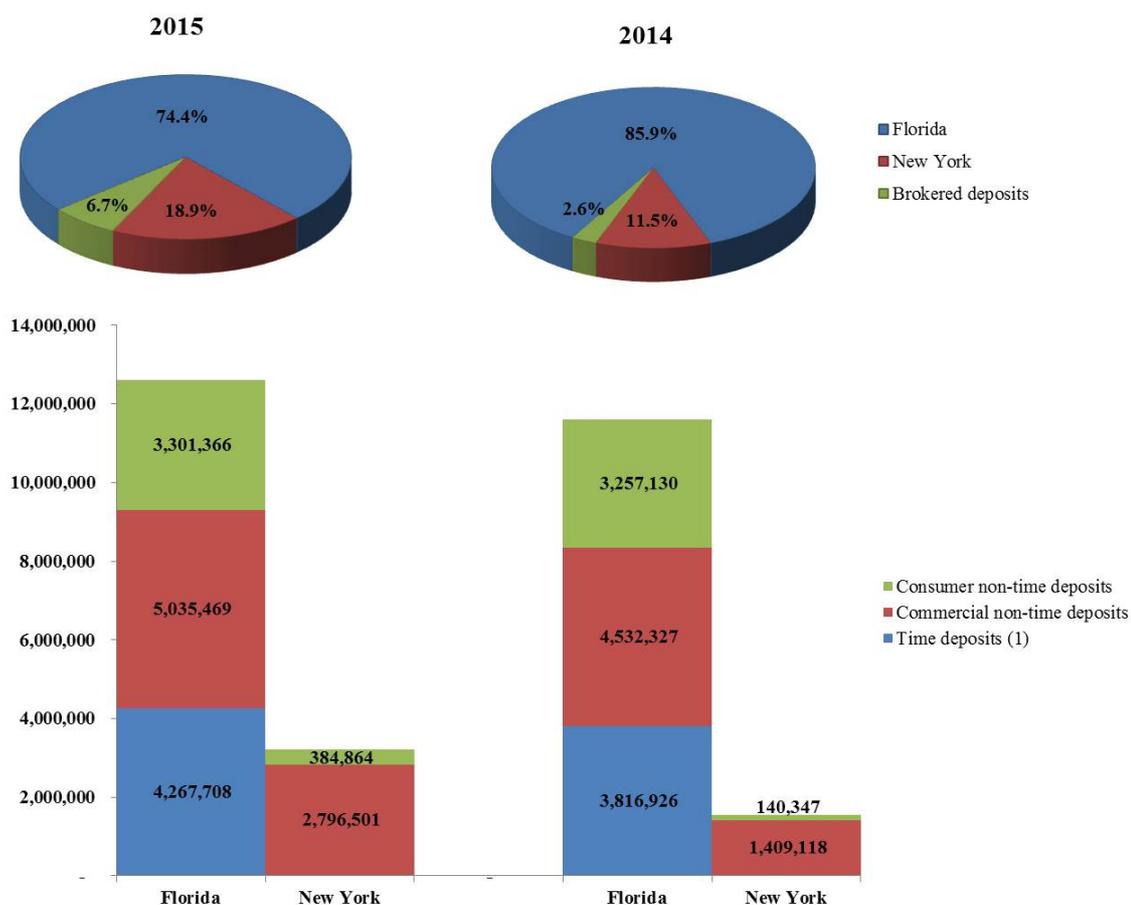
### **Goodwill and Other Intangible Assets**

Goodwill consists of \$59 million recorded in conjunction with the FSB Acquisition, \$8 million recorded in conjunction with the acquisition of two commercial lending subsidiaries in 2010 and \$10 million recorded in conjunction with the SBF acquisition in May 2015. Other intangible assets consist of core deposit intangible assets and customer relationship intangible assets.

The Company has a single reporting unit. We perform goodwill impairment testing in the third quarter of each fiscal year. As of the 2015 impairment testing date, the estimated fair value of the reporting unit substantially exceeded its carrying amount; therefore, no impairment was indicated.

**Deposits**

A further breakdown of the geographic composition of deposits as of December 31, 2015 and 2014 is shown below (dollars in thousands):



(1) Time deposits in New York were insignificant at December 31, 2015 and 2014.

Average balances and rates paid on deposits for the years ended December 31, 2015, 2014 and 2013 were as follows (dollars in thousands):

	2015		2014		2013	
	Average Balance	Average Rate Paid	Average Balance	Average Rate Paid	Average Balance	Average Rate Paid
Demand deposits:						
Non-interest bearing	\$ 2,732,654	—%	\$ 2,366,621	—%	\$ 1,586,007	—%
Interest bearing	1,169,921	0.49%	773,655	0.42%	582,623	0.46%
Money market	6,313,340	0.57%	4,444,753	0.54%	3,403,276	0.51%
Savings	536,026	0.32%	647,691	0.30%	877,255	0.37%
Time	4,305,857	1.11%	3,716,611	1.18%	2,844,377	1.31%
	<u>\$ 15,057,798</u>	<u>0.61%</u>	<u>\$ 11,949,331</u>	<u>0.61%</u>	<u>\$ 9,293,538</u>	<u>0.65%</u>

The following table shows scheduled maturities of certificates of deposit with denominations greater than or equal to \$100,000 as of December 31, 2015 (in thousands):

Three months or less	\$ 561,841
Over three through six months	388,556
Over six through twelve months	1,210,147
Over twelve months	1,347,124
	\$ 3,507,668

### ***Federal Home Loan Bank Advances, Notes and Other Borrowings***

In addition to deposits, we utilize FHLB advances to fund growth in interest earning assets; the advances provide us with additional flexibility in managing both term and cost of funding. FHLB advances are secured by FHLB stock, qualifying residential first mortgage, commercial real estate and home equity loans, and mortgage-backed securities. At December 31, 2015 and 2014, outstanding FHLB advances totaled \$4.0 billion and \$3.3 billion, respectively. The increase in outstanding FHLB advances during the year ended December 31, 2015 corresponded to asset growth.

The contractual balance of FHLB advances outstanding at December 31, 2015 is scheduled to mature as follows (in thousands):

<b>Maturing in:</b>	
2016—31 days or less	\$ 1,000,000
2016—Over 31 days	1,730,000
2017	1,130,000
2018	75,000
2020	75,000
Total contractual balance outstanding	4,010,000
Unamortized modification costs	(1,536)
Carrying value	\$ 4,008,464

At December 31, 2015 and 2014 outstanding senior notes payable and other borrowings consisted of the following (dollars in thousands):

	2015	2014
Senior notes	\$ 392,326	\$ —
Capital lease obligations	10,219	10,627
	\$ 402,545	\$ 10,627

In November 2015, the Company issued \$400 million of senior notes. The notes have a fixed coupon rate of 4.875% and mature on November 17, 2025. The Company received proceeds of \$392 million, net of issuance discount and costs.

### **Capital Resources**

Pursuant to the FDIA, the federal banking agencies have adopted regulations setting forth a five-tier system for measuring the capital adequacy of the financial institutions they supervise. At December 31, 2015 and December 31, 2014, BankUnited and the Company had capital levels that exceeded both the regulatory well-capitalized guidelines and all internal capital ratio targets. See Note 15 to the consolidated financial statements for more information about BankUnited and the Company's regulatory capital ratios and requirements.

Stockholders' equity increased to \$2.2 billion at December 31, 2015, an increase of \$191 million, or 9.3%, from December 31, 2014 due primarily to the retention of earnings. Proceeds from the exercise of stock options in 2015 were largely offset by a decrease in accumulated other comprehensive income resulting from changes in unrealized gains and losses on investment securities available for sale and derivative instruments.

Since our formation, stockholders' equity has been impacted primarily by the retention of earnings, and to a lesser extent, proceeds from the issuance of common shares and changes in unrealized gains and losses, net of taxes, on investment securities

available for sale and cash flow hedges. Our rate of earnings retention is derived by dividing undistributed earnings per common share by earnings per common share. Our retention ratio was 64.3% and 56.9% for the years ended December 31, 2015 and 2014, respectively. We retain a high percentage of our earnings to support our planned growth.

We filed a shelf registration statement with the SEC in October 2015 that allows the Company to periodically offer and sell in one or more offerings, individually or in any combination, our common stock, preferred stock and other non-equity securities. The shelf registration provides us with flexibility in issuing capital instruments and enables us to more readily access the capital markets as needed to pursue future growth opportunities and to ensure continued compliance with regulatory capital requirements. Our ability to issue securities pursuant to the shelf registration is subject to market conditions.

## Liquidity

Liquidity involves our ability to generate adequate funds to support planned asset growth, particularly growth of the new loan portfolio, meet deposit withdrawal requests, maintain reserve requirements, conduct routine operations, pay dividends, service outstanding debt and meet other contractual obligations.

Primary sources of liquidity include cash flows from operations, cash generated by the repayment and resolution of loans acquired in the FSB Acquisition, cash payments received from the FDIC pursuant to the Residential Shared Loss Agreement, deposit growth, the available for sale securities portfolio and FHLB advances.

Prior to 2015, our consolidated statements of cash flows reflected net cash outflows from operating activities. For the year ended December 31, 2015, net cash provided by operating activities was \$217.9 million compared with net cash used in operating activities of \$49.7 million and \$67.1 million for the years ended December 31, 2014 and 2013, respectively. The primary driver of cash outflows from operations reflected in the consolidated statements of cash flows for the years ended December 31, 2014 and 2013 was accretion on ACI loans, which is reflected as a non-cash reduction in net income to arrive at operating cash flows. Accretion on ACI loans totaled \$295.0 million, \$338.9 million and \$410.4 million for the years ended December 31, 2015, 2014 and 2013, respectively. Accretable yield on ACI loans represents the excess of expected future cash flows over the carrying amount of the loans, and is recognized as interest income over the expected lives of the loans. Amounts recorded as accretion are realized in cash as individual loans are paid down or otherwise resolved; however, the timing of cash realization may differ from the timing of income recognition. These cash flows from the repayment or resolution of loans acquired in the FSB Acquisition, inclusive of amounts that have been accreted through earnings over time, are recognized as cash flows from investing activities in the consolidated statements of cash flows upon receipt. Cash generated by the repayment and resolution of loans acquired in the FSB Acquisition totaled \$635.1 million, \$776.8 million and \$841.3 million for the years ended December 31, 2015, 2014 and 2013, respectively. Cash payments from the FDIC in the form of reimbursements of losses related to the covered loans under the Loss Sharing Agreements are also characterized as investing cash flows. These reimbursements from the FDIC totaled \$59.1 million, \$114.9 million and \$164.9 million for the years ended December 31, 2015, 2014 and 2013, respectively, exceeding net operating cash outflows for the years ended December 31, 2014 and 2013. Both cash generated by the repayment and resolution of loans acquired in the FSB Acquisition and cash payments received from the FDIC have been and are expected to continue to be consistent and relatively predictable sources of liquidity.

The percentage of assets comprised of ACI loans and percentage of interest income comprised of ACI accretion continues to decrease. As expected, cash flows from resolution of the loans acquired in the FSB Acquisition are being replaced by operating cash flows from new assets originated with those proceeds, resulting in cash inflows from operating activities for the year ended December 31, 2015. In addition to cash provided by the repayment and resolution of covered loans and payments under the Single Family Shared-Loss Agreement from the FDIC, BankUnited's liquidity needs, particularly liquidity to fund growth of the new loan portfolio, have been and continue to be met by deposit growth, its amortizing investment portfolio, and FHLB advances. We anticipate that we will generate cash inflows from operating activities in the future.

BankUnited has access to additional liquidity through FHLB advances, other collateralized borrowings, wholesale deposits or the sale of available for sale securities. At December 31, 2015, unencumbered investment securities available for sale totaled \$3.3 billion. At December 31, 2015, BankUnited had available borrowing capacity at the FHLB of \$2.6 billion, unused borrowing capacity at the FRB of \$179 million and unused Federal funds lines of credit totaling \$70 million. Management also has the ability to exert substantial control over the rate and timing of growth of the new loan portfolio, and resultant requirements for liquidity to fund new loans.

Continued runoff of the covered loan portfolio and FDIC indemnification asset and growth of deposits and the new loan portfolio are the most significant trends expected to impact the Bank's liquidity in the near term.

The ALCO policy has established several measures of liquidity which are monitored monthly by ALCO and quarterly by the Board of Directors. One measure of liquidity monitored by management is the 30 day total liquidity ratio, defined as (a) the sum of cash and cash equivalents, pledgeable securities, a measure of funds expected to be generated by operations over the

next 30 days, and borrowing capacity from the FHLB and brokered deposits; divided by (b) the sum of potential deposit runoff, liabilities maturing and a measure of funds expected to be used in operations over the next 30 days. BankUnited's liquidity is considered acceptable if the 30 day total liquidity ratio exceeds 100%. At December 31, 2015, BankUnited's 30 day total liquidity ratio was 168%. Management also monitors a one year liquidity ratio, defined as (a) cash and cash equivalents, pledgeable securities, unused borrowing capacity at the FHLB, and loans and non-agency securities maturing within one year; divided by (b) deposits and borrowings maturing within one year. The maturity of deposits, excluding certificate of deposits, is based on retention rates derived from the most recent external core deposit analysis obtained by the Company. This ratio allows management to monitor liquidity over a longer time horizon. The acceptable threshold established by ALCO for this liquidity measure is 100%. At December 31, 2015, BankUnited's one year liquidity ratio was 165%. Additional measures of liquidity regularly monitored by ALCO include the ratio of FHLB advances to tier 1 capital plus the ALLL, the ratio of FHLB advances to total assets and a measure of available liquidity to volatile liabilities. At December 31, 2015, BankUnited was within acceptable limits established by ALCO for each of these measures.

As a holding company, BankUnited, Inc. is a corporation separate and apart from its banking subsidiary, and therefore, provides for its own liquidity. BankUnited, Inc.'s main sources of funds include management fees and dividends from the Bank, access to public debt and capital markets and, to a lesser extent, its own available for sale securities portfolio. There are regulatory limitations that affect the ability of the Bank to pay dividends to BankUnited, Inc. Management believes that such limitations will not impact our ability to meet our ongoing near-term cash obligations.

We expect that our liquidity requirements will continue to be satisfied over the next 12 months through the sources of funds described above.

## **Interest Rate Risk**

The principal component of the Company's risk of loss arising from adverse changes in the fair value of financial instruments, or market risk, is interest rate risk, including the risk that assets and liabilities with similar re-pricing characteristics may not reprice at the same time or to the same degree. The primary objective of the Company's asset/liability management activities is to maximize net interest income, while maintaining acceptable levels of interest rate risk. The ALCO is responsible for establishing policies to limit exposure to interest rate risk, and to ensure procedures are established to monitor compliance with these policies. The guidelines established by ALCO are approved at least annually by the Board of Directors.

Management believes that the simulation of net interest income in different interest rate environments provides the most meaningful measure of interest rate risk. Income simulation analysis is designed to capture not only the potential of all assets and liabilities to mature or reprice, but also the probability that they will do so. Income simulation also attends to the relative interest rate sensitivities of these items, and projects their behavior over an extended period of time. Finally, income simulation permits management to assess the probable effects on the balance sheet not only of changes in interest rates, but also of proposed strategies for responding to them.

The income simulation model analyzes interest rate sensitivity by projecting net interest income over the next twenty-four months in a most likely rate scenario based on forward interest rate curves versus net interest income in alternative rate scenarios. Management continually reviews and refines its interest rate risk management process in response to the changing economic climate. Currently, our model projects a plus 100, plus 200, plus 300 and plus 400 basis point change with rates increasing by the magnitude of the rate ramp evenly over the next 12 months as well as flattening yield curve scenarios and instantaneous rate shocks of plus 100, 200, 300 and 400 basis points. We continually evaluate the scenarios being modeled with a view toward adapting them to changing economic conditions, expectations and trends.

The Company's ALCO policy has established that interest income sensitivity will be considered acceptable if forecast net interest income in the plus 100, plus 200, plus 300 and plus 400 basis point rate shock scenarios is within specified percentages of forecast net interest income in the most likely rate scenario over the next twelve months and in the second year. The following table illustrates the acceptable limits and the impact on forecasted net interest income of plus 100, plus 200, plus 300 and plus 400 basis point rate shock scenarios at December 31, 2015 and 2014.

	Plus 100	Plus 200	Plus 300	Plus 400
<b>Acceptable Limits:</b>				
Twelve Months	6.0%	10.0%	14.0%	18.0%
Twenty Four Months	9.0%	13.0%	17.0%	21.0%
<b>December 31, 2015:</b>				
Twelve Months	2.5%	5.2%	7.8%	10.7%
Twenty Four Months	2.1%	4.0%	5.9%	8.1%
<b>December 31, 2014:</b>				
Twelve Months	2.2%	4.4%	6.5%	8.6%
Twenty Four Months	3.6%	7.0%	10.4%	13.8%

Management also simulates changes in the economic value of equity ("EVE") in various interest rate environments. The ALCO policy has established parameters of acceptable risk that are defined in terms of the percentage change in EVE from a base scenario under six rate scenarios, derived by implementing immediate parallel movements of plus and minus 100, 200 and 300 basis points from current rates. We did not simulate decreases in interest rates at December 31, 2015 due to the current low rate environment. The parameters established by ALCO stipulate that the change in EVE is considered acceptable if the change is less than 8%, 13% and 18% in plus 100, 200 and 300 basis point scenarios, respectively. As of December 31, 2015, our simulation for BankUnited indicated percentage changes from base EVE of (3.7)%, (8.3)% and (13.4)% in plus 100, 200, and 300 basis point scenarios, respectively.

These measures fall within an acceptable level of interest rate risk per the policies established by ALCO and the Board of Directors. In the event the models indicate an unacceptable level of risk, the Company could undertake a number of actions that would reduce this risk, including the sale or re-positioning of a portion of its available for sale investment portfolio, restructuring of borrowings, or the use of derivatives such as interest rate swaps and caps.

Many assumptions were used by the Company to calculate the impact of changes in interest rates, including the change in rates. Actual results may not be similar to the Company's projections due to several factors including the timing and frequency of rate changes, market conditions, changes in depositor behavior and the shape of the yield curve. Actual results may also differ due to the Company's actions, if any, in response to changing rates and conditions.

### ***Derivative Financial Instruments***

Interest rate swaps are one of the tools we use to manage interest rate risk. These derivative instruments are used to mitigate exposure to changes in interest rates on variable rate borrowings such as FHLB advances and time deposits and to manage duration of liabilities. These interest rate swaps are designated as cash flow hedging instruments. The fair value of these instruments is included in other assets and other liabilities in our consolidated balance sheets and changes in fair value are reported in accumulated other comprehensive income. At December 31, 2015, outstanding interest rate swaps designated as cash flow hedges had an aggregate notional amount of \$2.1 billion. The aggregate fair value of interest rate swaps designated as cash flow hedges included in other assets was \$3 million and the aggregate fair value included in other liabilities was \$39 million.

Interest rate swaps and caps not designated as cash flow hedges had an aggregate notional amount of \$1.6 billion at December 31, 2015. The aggregate fair value of these interest rate swaps and caps included in other assets was \$31 million and the aggregate fair value included in other liabilities was \$31 million. These interest rate swaps and caps were entered into as accommodations to certain of our commercial borrowers.

See Note 12 to the consolidated financial statements for more information about our derivative positions.

**Off-Balance Sheet Arrangements*****Commitments***

We routinely enter into commitments to extend credit to our customers, including commitments to fund loans or lines of credit and commercial and standby letters of credit. The credit risk associated with these commitments is essentially the same as that involved in extending loans to customers and they are subject to our normal credit policies and approval processes. While these commitments represent contractual cash requirements, a significant portion of commitments to extend credit may expire without being drawn upon. The following table details our outstanding commitments to extend credit as of December 31, 2015 (in thousands):

	<u>Covered</u>	<u>Non-Covered</u>	<u>Total</u>
Commitments to fund loans	\$ —	\$ 521,008	\$ 521,008
Commitments to purchase loans	—	60,265	60,265
Unfunded commitments under lines of credit	17,689	1,661,300	1,678,989
Commercial and standby letters of credit	—	59,240	59,240
	<u>\$ 17,689</u>	<u>\$ 2,301,813</u>	<u>\$ 2,319,502</u>

## Contractual Obligations

The following table contains supplemental information regarding our significant outstanding contractual obligations, including interest to be paid on FHLB advances, long-term borrowings and time deposits, as of December 31, 2015 (in thousands):

	Total	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years
FHLB advances	\$ 4,050,984	\$ 2,756,816	\$ 1,215,961	\$ 78,207	\$ —
4.875% Senior notes due 2025	595,000	19,500	39,000	39,000	497,500
Operating lease obligations	177,175	22,865	44,233	36,426	73,651
Time deposits	4,680,183	2,874,780	1,469,756	335,617	30
Capital lease obligations	18,030	1,686	3,537	3,812	8,995
	<u>\$ 9,521,372</u>	<u>\$ 5,675,647</u>	<u>\$ 2,772,487</u>	<u>\$ 493,062</u>	<u>\$ 580,176</u>

## Non-GAAP Financial Measures

Net income, diluted earnings per common share, return on average assets and return on average stockholders' equity, excluding the impact of a discrete income tax benefit and related professional fees are non-GAAP financial measures. Management believes disclosure of these measures enhances readers' ability to compare the Company's financial performance for the current period to that of other periods presented. The following tables reconcile these non-GAAP financial measurements to the comparable GAAP financial measurements of net income, diluted earnings per common share, return on average assets and return on average stockholders' equity for the year ended December 31, 2015 (in thousands except share and per share data):

Net income excluding the impact of a discrete income tax benefit and related professional fees:

Net income (GAAP)	\$ 251,660
Less discrete income tax benefit	(49,323)
Add back related professional fees, net of tax of \$524	801
Net income excluding the impact of a discrete income tax benefit and related professional fees (non-GAAP)	<u>\$ 203,138</u>

Diluted earnings per common share, excluding the impact of a discrete income tax benefit and related professional fees:

Diluted earnings per common share (GAAP)	\$ 2.35
Impact on diluted earnings per common share of discrete income tax benefit and related professional fees (non-GAAP)	(0.47)
Impact on diluted earnings per common share of discrete income tax benefit and related professional fees allocated to participating securities (non-GAAP)	0.02
Diluted earnings per common share, excluding the impact of a discrete income tax benefit and related professional fees (non-GAAP)	<u>\$ 1.90</u>

Impact on diluted earnings per common share of discrete income tax benefit and related professional fees:

Discrete income tax benefit and related professional fees, net of tax	\$ (48,522)
Weighted average shares for diluted earnings per share (GAAP)	102,972,150
Impact on diluted earnings per common share of discrete income tax benefit and related professional fees (non-GAAP)	<u>\$ (0.47)</u>

Impact on diluted earnings per common share of discrete income tax benefit and related professional fees allocated to participating securities:

Discrete income tax benefit and related professional fees, net of tax, allocated to participating securities	\$ 1,881
Weighted average shares for diluted earnings per share (GAAP)	102,972,150
Impact on diluted earnings per common share of discrete income tax benefit and related professional fees allocated to participating securities (non-GAAP)	<u>\$ 0.02</u>

Return on average assets excluding the impact of a discrete income tax benefit and related professional fees:

Return on average assets (GAAP)	1.18 %
Less impact on return on average assets of discrete income tax benefit and related professional fees	(0.23)%
Return on average assets excluding the impact of a discrete income tax benefit and related professional fees (non-GAAP)	<u>0.95 %</u>

Impact on return on average assets of discrete income tax benefit and related professional fees:

Discrete income tax benefit and related professional fees, net of tax	\$ (48,522)
Average assets (GAAP)	21,293,911
Impact on return on average assets of discrete income tax benefit and related professional fees (non-GAAP)	<u>(0.23)%</u>

Return on average stockholders' equity excluding the impact of a discrete income tax benefit and related professional fees:

Return on average stockholders' equity (GAAP)	11.62 %
Less impact on return on average stockholders' equity of discrete income tax benefit and related professional fees	(2.24)%
Return on average stockholders' equity excluding the impact of a discrete income tax benefit and related professional fees (non-GAAP)	<u>9.38 %</u>

Impact on return on average stockholders' equity of discrete income tax benefit and related professional fees:

Discrete income tax benefit and related professional fees, net of tax	\$ (48,522)
Average stockholder's equity (GAAP)	2,165,515
Impact on return on average assets of discrete income tax benefit and related professional fees (non-GAAP)	<u>(2.24)%</u>

**Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

See the section entitled “Interest Rate Risk” included in Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

**Item 8. Financial Statements and Supplementary Data**

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## MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in the Securities Exchange Act of 1934 Rule 13a-15(f). The Company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements prepared for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of management, including the Company's principal executive officer and principal financial officer, the Company conducted an evaluation of the effectiveness of the Company's internal control over financial reporting based on the framework in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on the Company's evaluation under the framework in Internal Control—Integrated Framework, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2015.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2015 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report which is included herein.

## Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders  
BankUnited, Inc.:

We have audited the accompanying consolidated balance sheets of BankUnited, Inc. and subsidiaries (the Company) as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, cash flows, and stockholders' equity for each of the years in the three-year period ended December 31, 2015. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of BankUnited, Inc. and subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 26, 2016 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/KPMG LLP

February 26, 2016  
Miami, Florida  
Certified Public Accountants

## Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders  
BankUnited, Inc.:

We have audited BankUnited, Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, BankUnited, Inc. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of the Company as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, cash flows, and stockholders' equity for each of the years in the three-year period ended December 31, 2015, and our report dated February 26, 2016 expressed an unqualified opinion on those consolidated financial statements.

/s/KPMG LLP

February 26, 2016  
Miami, Florida  
Certified Public Accountants

**BANKUNITED, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
(In thousands, except share and per share data)

	December 31, 2015	December 31, 2014
<b>ASSETS</b>		
Cash and due from banks:		
Non-interest bearing	\$ 31,515	\$ 46,268
Interest bearing	39,613	33,979
Interest bearing deposits at Federal Reserve Bank	192,366	100,596
Federal funds sold	4,006	6,674
Cash and cash equivalents	267,500	187,517
Investment securities available for sale, at fair value	4,859,539	4,585,694
Investment securities held to maturity	10,000	10,000
Non-marketable equity securities	219,997	191,674
Loans held for sale	47,410	1,399
Loans (including covered loans of \$809,540 and \$1,043,864)	16,636,603	12,414,769
Allowance for loan and lease losses	(125,828)	(95,542)
Loans, net	16,510,775	12,319,227
FDIC indemnification asset	739,880	974,704
Bank owned life insurance	225,867	215,065
Equipment under operating lease, net	483,518	314,558
Deferred tax asset, net	105,577	117,215
Goodwill and other intangible assets	78,330	68,414
Other assets	335,074	225,062
Total assets	<u>\$ 23,883,467</u>	<u>\$ 19,210,529</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Liabilities:</b>		
Demand deposits:		
Non-interest bearing	\$ 2,874,533	\$ 2,714,127
Interest bearing	1,167,537	899,696
Savings and money market	8,288,340	5,896,007
Time	4,608,091	4,001,925
Total deposits	16,938,501	13,511,755
Federal Home Loan Bank advances	4,008,464	3,307,932
Notes and other borrowings	402,545	10,627
Other liabilities	290,059	327,681
Total liabilities	21,639,569	17,157,995
<b>Commitments and contingencies</b>		
<b>Stockholders' equity:</b>		
Common stock, par value \$0.01 per share, 400,000,000 shares authorized; 103,626,255 and 101,656,702 shares issued and outstanding	1,036	1,017
Paid-in capital	1,406,786	1,353,538
Retained earnings	813,894	651,627
Accumulated other comprehensive income	22,182	46,352
Total stockholders' equity	2,243,898	2,052,534
Total liabilities and stockholders' equity	<u>\$ 23,883,467</u>	<u>\$ 19,210,529</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BANKUNITED, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF INCOME**  
(In thousands, except per share data)

	Years Ended December 31,		
	2015	2014	2013
<b>Interest income:</b>			
Loans	\$ 753,901	\$ 667,237	\$ 618,944
Investment securities	116,817	108,662	114,535
Other	10,098	7,845	5,342
Total interest income	880,816	783,744	738,821
<b>Interest expense:</b>			
Deposits	91,151	72,961	60,566
Borrowings	44,013	33,690	32,045
Total interest expense	135,164	106,651	92,611
Net interest income before provision for loan losses	745,652	677,093	646,210
Provision for (recovery of) loan losses (including \$2,251, \$(243) and \$(1,738) for covered loans)	44,311	41,505	31,964
Net interest income after provision for loan losses	701,341	635,588	614,246
<b>Non-interest income:</b>			
Income from resolution of covered assets, net	50,658	49,082	78,862
Net loss on FDIC indemnification	(65,942)	(46,396)	(50,638)
FDIC reimbursement of costs of resolution of covered assets	859	4,440	9,397
Service charges and fees	17,876	16,612	14,255
Gain (loss) on sale of loans, net (including gain (loss) related to covered loans of \$34,929, \$20,369 and \$(16,195))	40,633	21,047	(15,469)
Gain on investment securities available for sale, net (including loss related to covered securities of \$(963) for the year ended December 31, 2013)	8,480	3,859	8,629
Lease financing	35,641	21,601	8,214
Other non-interest income	14,019	13,920	14,799
Total non-interest income	102,224	84,165	68,049
<b>Non-interest expense:</b>			
Employee compensation and benefits	210,104	195,218	173,763
Occupancy and equipment	75,484	70,520	63,766
Amortization of FDIC indemnification asset	109,411	69,470	36,943
Deposit insurance expense	14,257	9,348	7,648
Professional fees	14,185	13,178	21,934
Telecommunications and data processing	13,613	13,381	13,034
Depreciation of equipment under operating lease	18,369	8,759	4,259
Other non-interest expense	51,249	46,629	42,946
Total non-interest expense	506,672	426,503	364,293
Income before income taxes	296,893	293,250	318,002
Provision for income taxes	45,233	89,035	109,066
Net income	\$ 251,660	\$ 204,215	\$ 208,936
Earnings per common share, basic (see Note 2)	\$ 2.37	\$ 1.95	\$ 2.03
Earnings per common share, diluted (see Note 2)	\$ 2.35	\$ 1.95	\$ 2.01
Cash dividends declared per common share	\$ 0.84	\$ 0.84	\$ 0.84

The accompanying notes are an integral part of these consolidated financial statements.

**BANKUNITED, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
**(In thousands)**

	Years Ended December 31,		
	2015	2014	2013
Net income	\$ 251,660	\$ 204,215	\$ 208,936
Other comprehensive income (loss), net of tax:			
Unrealized gains on investment securities available for sale:			
Net unrealized holding gain (loss) arising during the period	(21,657)	1,939	(39,546)
Reclassification adjustment for net securities gains realized in income	(5,130)	(2,370)	(5,300)
Net change in unrealized gains on securities available for sale	(26,787)	(431)	(44,846)
Unrealized losses on derivative instruments:			
Net unrealized holding gain (loss) arising during the period	(13,403)	(27,080)	4,942
Reclassification adjustment for net losses realized in income	16,020	16,383	13,408
Net change in unrealized losses on derivative instruments	2,617	(10,697)	18,350
Other comprehensive loss	(24,170)	(11,128)	(26,496)
Comprehensive income	\$ 227,490	\$ 193,087	\$ 182,440

The accompanying notes are an integral part of these consolidated financial statements.

**BANKUNITED, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)

	Years Ended December 31,		
	2015	2014	2013
<b>Cash flows from operating activities:</b>			
Net income	\$ 251,660	\$ 204,215	\$ 208,936
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Amortization and accretion, net	(164,376)	(258,433)	(373,988)
Provision for loan losses	44,311	41,505	31,964
Income from resolution of covered assets, net	(50,658)	(49,082)	(78,862)
Net loss on FDIC indemnification	65,942	46,396	50,638
(Gain) loss on sale of loans, net	(40,633)	(21,047)	15,469
Increase in cash surrender value of bank owned life insurance	(3,102)	(3,009)	(2,472)
Gain on investment securities available for sale, net	(8,480)	(3,859)	(8,629)
(Gain) loss on other real estate owned	920	(2,617)	(7,629)
Equity based compensation	16,027	15,551	13,936
Depreciation and amortization	43,390	31,552	23,184
Deferred income taxes	29,471	(39,577)	8,237
Proceeds from sale of loans held for sale	169,139	22,387	36,752
Loans originated for sale, net of repayments	(130,819)	(23,088)	(34,091)
Realized tax benefits from dividend equivalents and equity based compensation	(1,593)	(2,123)	(2,795)
Other:			
Increase in other assets	(35,235)	(32,709)	(4,324)
Increase in other liabilities	31,922	24,192	56,567
Net cash provided by (used in) operating activities	<u>217,886</u>	<u>(49,746)</u>	<u>(67,107)</u>
<b>Cash flows from investing activities:</b>			
Net cash paid in business combination	(277,553)	—	—
Purchase of investment securities	(2,093,508)	(1,549,649)	(1,095,477)
Proceeds from repayments and calls of investment securities available for sale	537,992	362,552	686,531
Proceeds from sale of investment securities available for sale	1,114,020	355,798	874,876
Purchase of non-marketable equity securities	(141,599)	(82,800)	(40,137)
Proceeds from redemption of non-marketable equity securities	113,276	43,192	21,131
Purchases of loans	(787,834)	(955,995)	(1,141,808)
Loan originations, repayments and resolutions, net	(3,128,701)	(2,617,273)	(2,067,791)
Proceeds from sale of loans, net	207,425	624,362	116,611
Decrease in FDIC indemnification asset for claims filed	59,139	114,916	164,872
Purchase of premises and equipment, net	(23,272)	(24,012)	(22,079)
Acquisition of equipment under operating lease, net	(187,329)	(126,834)	(162,009)
Proceeds from sale of other real estate owned	18,582	55,971	111,165
Other investing activities	(19,330)	(8,035)	(52,869)
Net cash used in investing activities	<u>(4,608,692)</u>	<u>(3,807,807)</u>	<u>(2,606,984)</u>

(Continued)

The accompanying notes are an integral part of these consolidated financial statements.

**BANKUNITED, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)**  
(In thousands)

	Years Ended December 31,		
	2015	2014	2013
<b>Cash flows from financing activities:</b>			
Net increase in deposits	3,426,755	2,979,340	1,994,404
Additions to Federal Home Loan Bank advances	7,830,000	4,100,000	2,625,000
Repayments of Federal Home Loan Bank advances	(7,130,350)	(3,205,000)	(2,130,000)
Proceeds from issuance of notes, net	392,252	—	—
Dividends paid	(88,981)	(87,716)	(65,225)
Realized tax benefits from dividend equivalents and equity based compensation	1,593	2,123	2,795
Exercise of stock options	35,647	926	9,905
Other financing activities	3,873	2,648	(5,392)
Net cash provided by financing activities	4,470,789	3,792,321	2,431,487
Net increase (decrease) in cash and cash equivalents	79,983	(65,232)	(242,604)
Cash and cash equivalents, beginning of period	187,517	252,749	495,353
Cash and cash equivalents, end of period	<u>\$ 267,500</u>	<u>\$ 187,517</u>	<u>\$ 252,749</u>
<b>Supplemental disclosure of cash flow information:</b>			
Interest paid	<u>\$ 130,963</u>	<u>\$ 105,386</u>	<u>\$ 93,735</u>
Income taxes paid, net	<u>\$ 29,346</u>	<u>\$ 129,987</u>	<u>\$ 97,631</u>
<b>Supplemental schedule of non-cash investing and financing activities:</b>			
Transfers from loans to other real estate owned and other repossessed assets	<u>\$ 17,541</u>	<u>\$ 26,564</u>	<u>\$ 68,084</u>
Disbursement of loan proceeds from escrow	<u>\$ —</u>	<u>\$ 52,500</u>	<u>\$ —</u>
Dividends declared, not paid	<u>\$ 22,380</u>	<u>\$ 21,968</u>	<u>\$ 21,833</u>
Unsettled purchases of investment securities available for sale	<u>\$ —</u>	<u>\$ 124,767</u>	<u>\$ —</u>
Acquisition of assets under capital lease	<u>\$ —</u>	<u>\$ 9,035</u>	<u>\$ 1,820</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BANKUNITED, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(In thousands, except share data)

	Common Shares Outstanding	Common Stock	Preferred Shares Outstanding	Preferred Stock	Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income	Total Stockholders' Equity
Balance at December 31, 2012	95,006,729	\$ 950	5,415,794	\$ 54	\$ 1,308,315	\$ 413,385	\$ 83,976	\$ 1,806,680
Comprehensive income	—	—	—	—	—	208,936	(26,496)	182,440
Conversion of preferred shares to common shares	5,415,794	54	(5,415,794)	(54)	—	—	—	—
Dividends	—	—	—	—	—	(87,058)	—	(87,058)
Equity based compensation	109,585	1	—	—	13,935	—	—	13,936
Forfeiture of unvested shares	(58,682)	—	—	—	—	—	—	—
Exercise of stock options	539,588	5	—	—	9,900	—	—	9,905
Tax benefits from dividend equivalents and equity based compensation	—	—	—	—	2,795	—	—	2,795
Balance at December 31, 2013	101,013,014	1,010	—	—	1,334,945	535,263	57,480	1,928,698
Comprehensive income	—	—	—	—	—	204,215	(11,128)	193,087
Dividends	—	—	—	—	—	(87,851)	—	(87,851)
Equity based compensation	699,529	7	—	—	15,544	—	—	15,551
Forfeiture of unvested shares	(111,264)	(1)	—	—	1	—	—	—
Exercise of stock options	55,423	1	—	—	925	—	—	926
Tax benefits from dividend equivalents and equity based compensation	—	—	—	—	2,123	—	—	2,123
Balance at December 31, 2014	101,656,702	1,017	—	—	1,353,538	651,627	46,352	2,052,534
Comprehensive income	—	—	—	—	—	251,660	(24,170)	227,490
Dividends	—	—	—	—	—	(89,393)	—	(89,393)
Equity based compensation	664,928	7	—	—	16,020	—	—	16,027
Forfeiture of unvested shares	(59,270)	(1)	—	—	1	—	—	—
Exercise of stock options	1,363,895	13	—	—	35,634	—	—	35,647
Tax benefits from dividend equivalents and equity based compensation	—	—	—	—	1,593	—	—	1,593
Balance at December 31, 2015	103,626,255	\$ 1,036	—	\$ —	\$ 1,406,786	\$ 813,894	\$ 22,182	\$ 2,243,898

The accompanying notes are an integral part of these consolidated financial statements.

**BANKUNITED, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2015**

**Note 1 Basis of Presentation and Summary of Significant Accounting Policies**

BankUnited, Inc. ("BankUnited, Inc." or "BKU"), is a national bank holding company with one wholly-owned subsidiary, BankUnited, National Association ("BankUnited" or the "Bank"), collectively, the Company. BankUnited, a national banking association headquartered in Miami Lakes, Florida, provides a full range of banking and related services to individual and corporate customers through 98 branches located in 15 Florida counties and 6 banking centers located in the New York metropolitan area at December 31, 2015. The Bank also offers certain commercial lending products through national platforms.

On May 21, 2009, BankUnited acquired substantially all of the assets and assumed all of the non-brokered deposits and substantially all of the other liabilities of BankUnited, FSB from the Federal Deposit Insurance Corporation ("FDIC") in a transaction referred to as the "FSB Acquisition." Neither the Company nor the Bank had any substantive operations prior to May 21, 2009. In connection with the FSB Acquisition, BankUnited entered into two loss sharing agreements with the FDIC (the "Loss Sharing Agreements"). The Loss Sharing Agreements consist of a single family shared-loss agreement (the "Single Family Shared-Loss Agreement"), and a commercial and other loans shared-loss agreement, (the "Commercial Shared-Loss Agreement"). The Single Family Shared-Loss Agreement provides for FDIC loss sharing and the Bank's reimbursement for recoveries to the FDIC through May 21, 2019 for single family residential loans and other real estate owned ("OREO"). Loss sharing under the Commercial Shared-Loss Agreement terminated on May 21, 2014. The Commercial Shared-Loss Agreement continues to provide for the Bank's reimbursement of recoveries to the FDIC through May 21, 2017 for all other covered assets, including commercial real estate, commercial and industrial and consumer loans, certain investment securities and commercial OREO. Gains realized on the sale of formerly covered investment securities are included in recoveries subject to reimbursement. The assets covered under the Loss Sharing Agreements are collectively referred to as the "covered assets." Pursuant to the terms of the Loss Sharing Agreements, the covered assets are subject to a stated loss threshold whereby the FDIC will reimburse BankUnited for 80% of losses related to the covered assets up to \$4.0 billion and 95% of losses in excess of this amount, beginning with the first dollar of loss incurred.

The consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") and prevailing practices in the banking industry.

The Company has a single reportable segment.

***Accounting Estimates***

In preparing the consolidated financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses and disclosures of contingent assets and liabilities. Actual results could differ significantly from these estimates.

Significant estimates include the allowance for loan and lease losses ("ALLL"), the amount and timing of expected cash flows from covered assets and the FDIC indemnification asset, and the fair values of investment securities and other financial instruments. Management has used information provided by third party valuation specialists to assist in the determination of the fair values of investment securities.

Significant estimates were also made in the determination of the fair values of assets acquired and liabilities assumed in the FSB Acquisition, the most significant of which related to loans acquired with evidence of deterioration in credit quality since origination, the FDIC indemnification asset and certain investment securities.

***Principles of Consolidation***

The consolidated financial statements include the accounts of BankUnited, Inc. and its wholly-owned subsidiary, BankUnited. All significant intercompany balances and transactions have been eliminated in consolidation.

Variable interest entities ("VIEs") are consolidated if the Company is the primary beneficiary, i.e., has (i) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and (ii) the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. The Company has variable interests in affordable housing limited partnerships that are not required to be consolidated because the Company is not the primary beneficiary.

**BANKUNITED, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2015**

***Fair Value Measurements***

Certain of the Company's assets and liabilities are reflected in the financial statements at fair value on either a recurring or non-recurring basis. Investment securities available for sale, certain servicing rights and derivative instruments are measured at fair value on a recurring basis. Assets measured at fair value or fair value less cost to sell on a non-recurring basis may include collateral dependent impaired loans, OREO and other repossessed assets, loans held for sale, goodwill, residential mortgage servicing rights ("MSRs") and assets acquired and liabilities assumed in business combinations. These non-recurring fair value measurements typically involve the application of acquisition accounting, lower-of-cost-or-market accounting or the measurement of impairment of certain assets.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. GAAP establishes a hierarchy that prioritizes inputs used to determine fair value measurements into three levels based on the observability and transparency of the inputs:

Level 1 inputs are unadjusted quoted prices in active markets that are accessible at the measurement date for identical assets or liabilities.

Level 2 inputs are observable inputs other than level 1 inputs, including quoted prices for similar assets and liabilities, quoted prices for identical assets and liabilities in less active markets and other inputs that can be corroborated by observable market data.

Level 3 inputs are unobservable inputs supported by limited or no market activity or data and inputs requiring significant management judgment or estimation.

The fair value hierarchy requires the Company to maximize the use of observable inputs and minimize the use of unobservable inputs in estimating fair value. Unobservable inputs are utilized in determining fair value measurements only to the extent that observable inputs are unavailable. The need to use unobservable inputs generally results from a lack of market liquidity and diminished observability of actual trades or assumptions that would otherwise be available to value a particular asset or liability.

Transfers between levels of the fair value hierarchy are recorded as of the end of the reporting period.

***Cash and Cash Equivalents***

Cash and cash equivalents include cash and due from banks, both interest bearing and non-interest bearing, amounts on deposit at the Federal Reserve Bank and federal funds sold. Cash equivalents have original maturities of three months or less.

***Investment Securities***

Debt securities that the Company has the positive intent and ability to hold to maturity are classified as held to maturity and reported at amortized cost. Debt securities that the Company may not have the intent to hold to maturity and marketable equity securities are classified as available for sale at the time of acquisition and carried at fair value with unrealized gains and losses, net of tax, excluded from earnings and reported in accumulated other comprehensive income ("AOCI"), a separate component of stockholders' equity. Securities classified as available for sale may be used as part of the Company's asset/liability management strategy and may be sold in response to liquidity needs, regulatory changes or changes in interest rates, prepayment risk or other market factors. The Company does not maintain a trading portfolio. Purchase premiums and discounts on debt securities are amortized as adjustments to yield over the expected lives of the securities using the level yield method. Realized gains and losses from sales of securities are recorded on the trade date and are determined using the specific identification method.

The Company reviews investment securities for other-than-temporary impairment ("OTTI") at least quarterly. An investment security is impaired if its fair value is lower than its amortized cost basis. The Company considers many factors in determining whether a decline in fair value below amortized cost represents OTTI, including, but not limited to:

- the Company's intent to hold the security until maturity or for a period of time sufficient for a recovery in value;
- whether it is more likely than not that the Company will be required to sell the security prior to recovery of its amortized cost basis;

**BANKUNITED, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2015**

- the length of time and extent to which fair value has been less than amortized cost;
- adverse changes in expected cash flows;
- collateral values and performance;
- the payment structure of the security including levels of subordination or over-collateralization;
- changes in the economic or regulatory environment;
- the general market condition of the geographic area or industry of the issuer;
- the issuer's financial condition, performance and business prospects; and
- changes in credit ratings.

The relative importance assigned to each of these factors varies depending on the facts and circumstances pertinent to the individual security being evaluated.

The Company recognizes OTTI of a debt security for which there has been a decline in fair value below amortized cost if (i) management intends to sell the security, (ii) it is more likely than not that the Company will be required to sell the security before recovery of its amortized cost basis, or (iii) the Company does not expect to recover the entire amortized cost basis of the security. The amount by which amortized cost exceeds the fair value of a debt security that is considered to be other-than-temporarily impaired is separated into a component representing the credit loss, which is recognized in earnings, and a component related to all other factors, which is recognized in other comprehensive income. The measurement of the credit loss component is equal to the difference between the debt security's amortized cost basis and the present value of its expected future cash flows discounted at the security's effective yield. If the Company intends to sell the security, or if it is more likely than not it will be required to sell the security before recovery, an OTTI write-down is recognized in earnings equal to the entire difference between the amortized cost basis and fair value of the security.

The evaluation of OTTI of marketable equity securities focuses on whether evidence supports recovery of the unrealized loss within a timeframe consistent with temporary impairment. The entire amount by which cost basis exceeds the fair value of an equity security that is considered to be other-than-temporarily impaired is recognized in earnings.

#### ***Non-marketable Equity Securities***

The Bank, as a member of the Federal Reserve Bank ("FRB") system and the Federal Home Loan Bank ("FHLB"), is required to maintain investments in the stock of the FRB and FHLB. No market exists for this stock, and the investment can be liquidated only through redemption by the respective institutions, at the discretion of and subject to conditions imposed by those institutions. The stock has no readily determinable fair value and is carried at cost. Historically, stock redemptions have been at par value, which equals the Company's carrying value. The Company monitors its investment in FHLB stock for impairment through review of recent financial results of the FHLB, including capital adequacy and liquidity position, dividend payment history, redemption history and information from credit agencies. The Company has not identified any indicators of impairment of FHLB stock.

#### ***Loans Held for Sale***

Residential mortgage loans and the guaranteed portion of Small Business Administration loans originated with the intent to sell are carried at the lower of cost or fair value, determined in the aggregate by loan type. A valuation allowance is established through a charge to earnings if the aggregate fair value of such loans is lower than their cost. Gains or losses recognized upon sale are determined on the specific identification basis.

Loans not originated or otherwise acquired with the intent to sell are transferred into the held for sale classification at the lower of carrying amount or fair value when they are specifically identified for sale and a formal plan exists to sell them. Acquired credit impaired loans accounted for in pools are removed from the pools at their carrying amounts when they are sold.

**BANKUNITED, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2015**

***Loans***

The Company's loan portfolio contains 1-4 single family residential first mortgages, home equity loans and lines of credit, multi-family, owner and non-owner occupied commercial real estate, construction and land, commercial and industrial and consumer loans and direct financing leases. A portion of the Company's loan portfolio consists of loans acquired from the FDIC in the FSB Acquisition, the substantial majority of which are covered under the Loss Sharing Agreements. Loans covered under the Loss Sharing Agreements are referred to as covered loans. The Company segregates its loan portfolio between covered and non-covered loans. Non-covered loans include those originated or purchased since the FSB Acquisition ("new loans") and loans acquired in the FSB Acquisition for which loss share coverage has terminated. Loans acquired in the FSB Acquisition are further segregated between those acquired with evidence of deterioration in credit quality since origination (Acquired Credit Impaired or "ACI" loans) and those acquired without evidence of deterioration in credit quality since origination ("non-ACI" loans).

*New Loans*

New loans are those originated or purchased by the Company since the FSB Acquisition. New loans are carried at the unpaid principal balance ("UPB"), net of premiums, discounts, unearned income, deferred loan origination fees and costs, and the ALLL.

Interest income on new loans is accrued based on the principal amount outstanding. Non-refundable loan origination fees, net of direct costs of originating or acquiring loans, as well as purchase premiums and discounts, are deferred and recognized as adjustments to yield over the contractual lives of the related loans using the level yield method.

*Direct Financing Leases*

Direct financing leases are carried at the aggregate of lease payments receivable and estimated residual value of the leased property, if applicable, less unearned income. Interest income on direct financing leases is recognized over the term of the leases to achieve a constant periodic rate of return on the outstanding investment. Initial direct costs are deferred and amortized over the lease term as a reduction to interest income using the effective interest method.

*ACI Loans*

ACI loans are those for which, at acquisition, management determined it probable that the Company would be unable to collect all contractual principal and interest payments due. These loans were recorded at estimated fair value at the time of the FSB Acquisition, measured as the present value of all cash flows expected to be received, discounted at an appropriately risk-weighted discount rate. Initial cash flow expectations incorporated significant assumptions regarding prepayment rates, frequency of default and loss severity.

The difference between total contractually required payments on ACI loans and the cash flows expected to be received represents non-accretable difference. The excess of all cash flows expected to be received over the Company's recorded investment in the loans represents accretable yield and is recognized as interest income on a level-yield basis over the expected life of the loans.

The Company aggregated ACI 1-4 single family residential mortgage loans and home equity loans and lines of credit with similar risk characteristics into homogenous pools at acquisition. A composite interest rate and composite expectations of future cash flows are used in accounting for each pool. These loans were aggregated into pools based on the following characteristics:

- delinquency status;
- product type, in particular, amortizing as opposed to option adjustable rate mortgages ("ARMs");
- loan-to-value ratio; and
- borrower FICO score.

Loans that do not have similar risk characteristics, primarily commercial and commercial real estate loans, are accounted for on an individual loan basis using interest rates and expectations of cash flows for each loan.

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The Company is required to develop reasonable expectations about the timing and amount of cash flows to be collected related to ACI loans and to continue to update those estimates over the lives of the loans. Expected cash flows from ACI loans are updated quarterly. If it is probable that the Company will be unable to collect all the cash flows expected from a loan or pool at acquisition plus additional cash flows expected to be collected arising from changes in estimates after acquisition, the loan or pool is considered impaired and a valuation allowance is established by a charge to the provision for loan losses. If there is a significant increase in expected cash flows from a loan or pool, the Company first reduces any valuation allowance previously established by the amount of the increase in the present value of expected cash flows, and then recalculates the amount of accretable yield for that loan or pool. The adjustment of accretable yield due to an increase in expected cash flows, as well as changes in expected cash flows due to changes in interest rate indices and changes in prepayment assumptions is accounted for prospectively as a change in yield. Additional cash flows expected to be collected are transferred from non-accretable difference to accretable yield and the amount of periodic accretion is adjusted accordingly over the remaining life of the loan or pool.

The Company may resolve an ACI loan either through a sale of the loan, by working with the customer and obtaining partial or full repayment, by short sale of the collateral, or by foreclosure. When a loan accounted for in a pool is resolved, it is removed from the pool at its carrying amount. In the event of a sale of the loan, the Company recognizes a gain or loss on sale based on the difference between the sales proceeds and the carrying amount of the loan. For loans resolved through pre-payment or short sale of the collateral, the Company recognizes the difference between the amount of the payment received and the carrying amount of the loan in the income statement line item "Income from resolution of covered assets, net". For loans resolved through foreclosure, the difference between the fair value of the collateral obtained through foreclosure less estimated cost to sell and the carrying amount of the loan is recognized in the income statement line item "Income from resolution of covered assets, net". Any remaining accretable discount related to loans not accounted for in pools that are resolved by full or partial pre-payment, short sale or foreclosure is recognized in interest income at the time of resolution, to the extent collected.

Payments received earlier than expected or in excess of expected cash flows from sales or other resolutions may result in the carrying value of a pool being reduced to zero even though outstanding contractual balances and expected cash flows remain related to loans in the pool. Once the carrying value of a pool is reduced to zero, any future proceeds, which may include cash or real estate acquired in foreclosure, from the remaining loans, representing further realization of accretable yield, are recognized as interest income upon receipt.

#### *Non-ACI Loans*

Loans acquired without evidence of deterioration in credit quality since origination were initially recorded at estimated fair value on the acquisition date. Non-ACI 1-4 single family residential mortgage loans and home equity loans and lines of credit with similar risk characteristics were aggregated into pools for accounting purposes at acquisition. Non-ACI loans are carried at the principal amount outstanding, adjusted for unamortized acquisition date fair value adjustments and the ALLL. Interest income is accrued based on the UPB and, with the exception of home equity loans and lines of credit, acquisition date fair value adjustments are amortized using the level-yield method over the expected lives of the related loans. For non-ACI 1-4 family residential mortgage loans accounted for in pools, prepayment estimates are used in determining the periodic amortization of acquisition date fair value adjustments. Acquisition date fair value adjustments related to revolving home equity loans and lines of credit are amortized on a straight-line basis.

#### *Non-accrual Loans*

New commercial loans are placed on non-accrual status when (i) management has determined that full repayment of all contractual principal and interest is in doubt, or (ii) the loan is past due 90 days or more as to principal or interest unless the loan is well secured and in the process of collection. New and non-ACI residential and consumer loans are generally placed on non-accrual status when 90 days of interest is due and unpaid. When a loan is placed on non-accrual status, uncollected interest accrued is reversed and charged to interest income. Payments received on nonaccrual commercial loans are applied as a reduction of principal. Interest payments are recognized as income on a cash basis on nonaccrual residential loans. Commercial loans are returned to accrual status only after all past due principal and interest has been collected and full repayment of remaining contractual principal and interest is reasonably assured. Residential and consumer loans are returned to accrual status when there is no longer 90 days of interest due and unpaid. Past due status of loans is determined based on the contractual next payment due date. Loans less than 30 days past due are reported as current.

Contractually delinquent ACI loans are not classified as non-accrual as long as discount continues to be accreted on the loans or pools.

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*Impaired Loans*

New and non-ACI loans are considered impaired when, based on current information and events, it is probable that the Company will be unable to collect the scheduled payments of principal or interest when due, according to the contractual terms of the loan agreements. Commercial relationships with committed balances greater than or equal to \$750,000 that have internal risk ratings of substandard or doubtful and are on non-accrual status are individually evaluated for impairment. The likelihood of loss related to loans assigned internal risk ratings of substandard or doubtful is considered elevated due to their identified credit weaknesses. Factors considered by management in evaluating impairment include payment status, financial condition of the borrower, collateral value, and other factors impacting the probability of collecting scheduled principal and interest payments when due.

An ACI pool or loan is considered to be impaired when it is probable that the Company will be unable to collect all the cash flows expected at acquisition, plus additional cash flows expected to be collected arising from changes in estimates after acquisition. 1-4 single family residential and home equity ACI loans accounted for in pools are evaluated collectively for impairment on a pool by pool basis based on expected pool cash flows. Commercial ACI loans are individually evaluated for impairment based on expected cash flows from the individual loans. Discount continues to be accreted on ACI loans or pools as long as there are expected future cash flows in excess of the current carrying amount of the loans or pools.

*Troubled Debt Restructurings*

In certain situations due to economic or legal reasons related to a borrower's financial difficulties, the Company may grant a concession to the borrower for other than an insignificant period of time that it would not otherwise consider. At that time, except for ACI loans accounted for in pools, the related loan is classified as a troubled-debt restructuring ("TDR") and considered impaired. The concessions granted may include rate reductions, principal forgiveness, payment forbearance, extensions of maturity at rates of interest below that commensurate with the risk profile of the loans, modification of payment terms and other actions intended to minimize economic loss. A TDR is generally placed on non-accrual status at the time of the modification unless the borrower has no history of missed payments for six months prior to the restructuring. If the borrower performs pursuant to the modified loan terms for at least six months and the remaining loan balance is considered collectible, the loan is returned to accrual status. Modified ACI loans accounted for in pools are not accounted for as TDRs, are not separated from the pools and are not classified as impaired loans.

*Allowance for Loan and Lease Losses*

The ALLL represents the amount considered adequate by management to absorb probable losses inherent in the loan portfolio at the balance sheet date. The ALLL relates to (i) new loans, (ii) estimated additional losses arising on non-ACI loans subsequent to the FSB Acquisition and (iii) impairment recognized as a result of decreases in expected cash flows on ACI loans due to further credit deterioration since acquisition. The ALLL consists of both specific and general components. The ALLL is established as losses are estimated to have occurred through a provision charged to earnings. Individual loans are charged off against the ALLL when management determines them to be uncollectible.

An assessment of collateral value is made at no later than 120 days delinquency for new open- and closed-end loans secured by residential real estate and any outstanding loan balance in excess of fair value less cost to sell is charged off at no later than 180 days delinquency. Additionally, any outstanding balance in excess of fair value of collateral less cost to sell is charged off (i) within 60 days of receipt of notification of filing from the bankruptcy court, (ii) within 60 days of determination of loss if all borrowers are deceased or (iii) within 90 days of discovery of fraudulent activity. Non-ACI loans secured by residential real estate are generally charged off at final resolution which is consistent with the terms of the Single Family Shared-Loss Agreement. Consumer loans are typically charged off at 120 days delinquency. Commercial loans are charged off when management deems them to be uncollectible. Subsequent recoveries are credited to the ALLL.

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*New and Non-ACI Loans*

The new residential and home equity portfolio segments have not yet developed an observable loss trend. Due to several factors, there is a lack of similarity between the risk characteristics of new loans and covered loans in the residential and home equity portfolios. Those factors include elimination of wholesale origination channels, elimination of Alt-A and no document loans, enhancements to real estate appraisal policies, elimination of option ARMs and tightening of underwriting policies. Therefore, management does not believe it is appropriate to use the historical performance of the covered residential loans as a basis for calculating the ALLL applicable to the new loans. The ALLL for new 1-4 single family residential loans is based on average annual loss rates on prime residential mortgage securitizations issued between 2003 and 2008. Loans included in these securitizations have credit characteristics, such as loan-to-value ("LTV") and FICO scores, considered by management to be comparable to characteristics of loans in the new 1-4 single family residential portfolio. The ALLL for new home equity loans is based on peer group average historical loss rates as described further below.

Calculated loss frequency and severity percentages are applied to the UPB of non-ACI 1-4 single family residential mortgages and home equity loans and lines of credit to calculate the ALLL. Based on an analysis of historical portfolio performance, OREO and short sale data and other internal and external factors, management has concluded that historical performance by portfolio class is the best indicator of incurred loss for the non-ACI 1-4 single family residential and home equity portfolio classes. For each of these portfolio classes, a quarterly roll rate matrix is used to measure the rate at which loans move from one delinquency bucket to the next during a given quarter. An average four quarter roll rate matrix is used to estimate the amount within each delinquency bucket expected to roll to 120+ days delinquent. Loss severity given default is estimated based on internal data about short sales and OREO sales. The ALLL calculation incorporates a 100% loss severity assumption for home equity loans and lines of credit projected to roll to 120 days delinquency.

The credit quality of loans in the residential portfolio segment may be impacted by fluctuations in home values, unemployment, general economic conditions, borrowers' financial circumstances and fluctuations in interest rates.

The new commercial loan portfolio has limited delinquency history and has not exhibited an observable loss trend. The credit quality of loans in this portfolio segment is impacted by general economic conditions and other factors that may influence debt service coverage generated by the borrowers' businesses as well as fluctuations in the value of real estate and other collateral. For loans evaluated individually for impairment and determined to be impaired, a specific allowance is established based on the present value of expected cash flows discounted at the loan's effective interest rate, the estimated fair value of the loan, or for collateral dependent loans, the estimated fair value of collateral less costs to sell. Loans not individually determined to be impaired are grouped based on common risk characteristics. The ALLL for these portfolio segments is based primarily on peer group average historical loss rates and the Bank's internal credit risk rating system, using a four quarter loss emergence period and a twelve quarter loss experience period. The ALLL for municipal loans and lease receivables is based on a cumulative municipal default curve for obligations of credit quality comparable to those in the Company's portfolio, using a twelve quarter loss emergence period.

The peer group used to calculate average annual historical net charge-off rates that form the basis for the Bank's general reserves for new commercial, home equity and consumer loans is a group of 34 banks made up of the banks included in the OCC Midsize Bank Group and two additional banks in the New York region that management believes to be comparable based on size and nature of lending operations.

Qualitative adjustments are made to the ALLL when, based on management's judgment and experience, there are internal or external factors impacting incurred losses not taken into account by the quantitative calculations. Management has categorized potential qualitative adjustments into the following categories:

- Portfolio performance trends, including trends in and the levels of delinquencies, non-performing loans and classified loans;
- Changes in the nature of the portfolio and terms of the loans, specifically including the volume and nature of policy and procedural exceptions;
- Portfolio growth trends;
- Changes in lending policies and procedures, including credit and underwriting guidelines;
- Economic factors, including unemployment rates and GDP growth rates;

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- Changes in the value of underlying collateral, particularly for loans secured by real estate;
- Quality of risk ratings, as measured by changes in risk rating identified by our independent loan review function;
- Credit concentrations;
- Changes in credit administration management and staff; and
- Other factors identified by management that may impact the level of losses inherent in the portfolio, including but not limited to competition and legal and regulatory requirements.

*ACI Loans*

A specific valuation allowance related to an ACI loan or pool is established when quarterly evaluations of expected cash flows indicate it is probable that the Company will be unable to collect all of the cash flows expected at acquisition plus any additional cash flows expected to be collected arising from changes in estimate after acquisition. The amount of any necessary valuation allowance is measured by comparing the carrying value of the loan or pool to the updated net present value of expected cash flows for the loan or pool. In calculating the present value of expected cash flows for this purpose, changes in cash flows related to credit related factors are isolated from those related to changes in interest rate indices or prepayment assumptions. Alternatively, an improvement in the expected cash flows related to ACI loans results in a reduction of any previously established specific allowance with a corresponding credit to the provision for loan losses. A charge-off is taken for an individual ACI commercial loan when it is deemed probable that the loan will be resolved for an amount less than its carrying value.

Expected cash flows are estimated on a pool basis for ACI 1-4 single family residential and home equity loans. The analysis of expected pool cash flows incorporates updated pool level expected prepayment rate, default rate, delinquency level and loss severity given default assumptions. Prepayment, delinquency and default curves are derived primarily from roll rates generated from the historical performance of the portfolio over the immediately preceding four quarters. Loss severity given default is generated from the historical performance of the portfolio over the immediately preceding four quarters, while loss severity from loan sales is generated from historical performance over the immediately preceding twelve quarters. Estimates of default probability also incorporate updated LTV ratios, at the loan level, based on Case-Shiller Home Price Indices for the relevant Metropolitan Statistical Area ("MSA"). Costs and fees represent an additional component of loss on default and are projected using the "Making Home Affordable" cost factors provided by the Federal government.

The primary assumptions underlying estimates of expected cash flows for commercial ACI loans are default probability and severity of loss given default. Generally, updated cash flow assumptions are based primarily on net realizable value analyses prepared at the individual loan level. These analyses incorporate information about loan performance, collateral values, the financial condition of the borrower and other available information that may impact sources of repayment.

***Reserve for Unfunded Commitments***

The reserve for unfunded commitments represents the estimated probable losses related to unfunded lending commitments. The reserve is calculated in a manner similar to the general reserve for new loans, while also considering the timing and likelihood that the available credit will be utilized as well as the exposure upon default. The reserve for unfunded commitments is presented within other liabilities on the consolidated balance sheets, distinct from the ALLL, and adjustments to the reserve for unfunded commitments are included in other non-interest expense in the consolidated statements of income.

***FDIC Indemnification Asset***

The FDIC indemnification asset was initially recorded at the time of the FSB Acquisition at fair value, measured as the present value of the estimated cash payments expected from the FDIC for probable losses on covered assets. The FDIC indemnification asset is measured separately from the related covered assets. It is not contractually embedded in the covered assets and it is not transferable with the covered assets should the Company choose to dispose of them.

Impairment of expected cash flows from covered assets results in an increase in cash flows expected to be collected from the FDIC. These increased expected cash flows from the FDIC are recognized as increases in the FDIC indemnification asset and as non-interest income in the same period that the impairment of the covered assets is recognized in the provision for loan losses. Increases in expected cash flows from covered assets result in decreases in cash flows expected to be collected from the

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FDIC. These decreases in expected cash flows from the FDIC are recognized immediately in earnings to the extent that they relate to a reversal of a previously recorded valuation allowance related to the covered assets. Any remaining decreases in cash flows expected to be collected from the FDIC are recognized prospectively through an adjustment of the rate of accretion or amortization on the FDIC indemnification asset, consistent with the approach taken to recognize increases in expected cash flows on the covered assets. Amortization of the FDIC indemnification asset results from circumstances in which, due to improvement in expected cash flows from the covered assets, expected cash flows from the FDIC are less than the carrying value of the FDIC indemnification asset. Accretion or amortization of the FDIC indemnification asset is recognized in earnings using the effective interest method over the period during which cash flows from the FDIC are expected to be collected, which is limited to the lesser of the contractual term of the indemnification agreement and the remaining life of the indemnified assets.

Gains and losses from resolution of ACI loans are included in the income statement line item "Income from resolution of covered assets, net." These gains and losses represent the difference between the expected losses from ACI loans and consideration actually received in satisfaction of such loans that were resolved either by payment in full, foreclosure or short sale. The Company may also realize gains or losses on the sale or impairment of covered loans, covered investment securities or covered OREO. When the Company recognizes gains or losses related to the resolution, sale or impairment of covered assets in earnings, corresponding changes in the estimated amount recoverable from the FDIC under the Loss Sharing Agreements are reflected in the consolidated financial statements as increases or decreases in the FDIC indemnification asset and in the consolidated statement of income line item "Net loss on FDIC indemnification."

***Bank Owned Life Insurance***

Bank owned life insurance is carried at the amount that could be realized under the contract at the balance sheet date, which is typically cash surrender value. Changes in cash surrender value are recorded in non-interest income.

***Equipment Under Operating Lease***

Equipment under operating lease is carried at cost less accumulated depreciation and is depreciated to estimated residual value using the straight-line method over the lease term. Estimated residual values are re-evaluated at least annually, based primarily on current residual value appraisals. Rental revenue is recognized on a straight-line basis over the contractual term of the lease.

A review for impairment of equipment under operating lease is performed at least annually or when events or changes in circumstances indicate that the carrying amount of long-lived assets may not be recoverable. Impairment of assets is determined by comparing the carrying amount to future undiscounted net cash flows expected to be generated. If an asset is impaired, the impairment is the amount by which the carrying amount exceeds the fair value of the asset. Fair value is based upon discounted cash flow analysis and available market data.

***Goodwill and Other Intangible Assets***

Goodwill of \$78 million and \$67 million at December 31, 2015 and 2014, respectively, represents the excess of consideration transferred in business combinations over the fair value of net tangible and identifiable intangible assets acquired. Goodwill is not amortized, but is tested for impairment annually or more frequently if events or circumstances indicate that impairment may have occurred. The Company performs its annual goodwill impairment test in the third fiscal quarter. The Company has a single reporting unit. The impairment test compares the estimated fair value of the reporting unit to its carrying amount. If the fair value of the reporting unit exceeds its carrying amount, no impairment is indicated. If the fair value of the reporting unit is less than its carrying amount, impairment of goodwill is measured as the excess of the carrying amount of goodwill over its implied fair value. The estimated fair value of the reporting unit is based on the market capitalization of the Company's common stock. The estimated fair value of the reporting unit at each impairment testing date substantially exceeded its carrying amount; therefore, no impairment of goodwill was indicated.

Intangible assets with determinable lives include core deposit intangible assets and other customer relationship intangible assets. These assets are amortized over their estimated useful lives using the straight-line method, or for certain core deposit intangible assets using an accelerated method based on an exponential attrition curve. Intangible assets with determinable lives are evaluated for impairment when events or changes in circumstances indicate the carrying amount of the assets may not be recoverable.

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***Foreclosed Property and Repossessed Assets***

Foreclosed property and repossessed assets consists of real estate assets acquired through, or in lieu of, loan foreclosure and personal property acquired through repossession. Such assets are included in other assets in the accompanying consolidated balance sheets. These assets are held for sale and are initially recorded at estimated fair value less costs to sell, establishing a new cost basis. Subsequent to acquisition, periodic valuations are performed and the assets are carried at the lower of the carrying amount at the date of acquisition or estimated fair value less cost to sell. Significant property improvements are capitalized to the extent that the resulting carrying value does not exceed fair value less cost to sell. Legal fees, maintenance, taxes, insurance and other direct costs of holding and maintaining these assets are expensed as incurred.

***Premises and Equipment***

Premises and equipment are carried at cost less accumulated depreciation and amortization and are included in other assets in the accompanying consolidated balance sheets. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets. The lives of improvements to existing buildings are based on the lesser of the estimated remaining lives of the buildings or the estimated useful lives of the improvements. Leasehold improvements are amortized over the shorter of the expected terms of the leases at inception, considering options to extend that are reasonably assured, or their useful lives. Direct costs of materials and services associated with developing or obtaining and implementing internal use computer software incurred during the application and development stage are capitalized and amortized over the estimated useful lives of the software. The estimated useful lives of premises and equipment are as follows:

- buildings and improvements - 30 years;
- leasehold improvements - 5 to 20 years;
- furniture, fixtures and equipment - 5 to 7 years;
- computer equipment - 3 to 5 years; and
- software and software licensing rights - 3 to 5 years.

***Loan Servicing Assets***

The Company may acquire residential MSR's through purchases or retention of servicing in connection with sales of originated loans in the secondary market. All newly acquired residential MSR's are initially measured at fair value. Residential MSR's are subsequently measured using the amortization method and are amortized in proportion to and over the period of estimated net servicing revenue. Amortization is adjusted prospectively in response to changes in estimated future cash flows. Residential MSR's are periodically evaluated for impairment based on a comparison of the amortized balance to fair value. For purposes of impairment evaluation and measurement, if the carrying amount of residential MSR's exceeds fair value, a valuation allowance is established. The valuation allowance is subsequently adjusted to reflect changes in the measurement of impairment.

The Company also recognizes loan servicing assets when the guaranteed portion of Small Business Administration ("SBA") loans is sold with servicing retained. Servicing assets related to SBA loans are measured at fair value, with changes in fair value subsequent to acquisition recognized in earnings.

Loan servicing assets are included in other assets in the accompanying consolidated balance sheets. Servicing fee income is recorded net of amortization and changes in fair value in other non-interest income. Neither the loan servicing assets nor related income have had a material impact on the Company's financial statements to date.

***Investments in Affordable Housing Limited Partnerships***

The Company has acquired investments in limited partnerships that manage or invest in qualified affordable housing projects and provide the Company with low-income housing tax credits and other tax benefits. These investments are included in other assets in the accompanying consolidated balance sheets. The Company accounts for investments in qualified affordable housing projects using the proportional amortization method if certain criteria are met. Under the proportional amortization method, the initial cost of the investment is amortized in proportion to the tax credits and other tax benefits received and the amortization is recognized in the income statement as a component of income tax expense. The investments are evaluated for

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impairment when events or changes in circumstances indicate that it is more likely than not that the carrying amount of the investment will not be realized.

***Income Taxes***

The Company accounts for income taxes using the asset and liability method. Deferred tax assets and liabilities are determined based on differences between the financial reporting and tax bases of assets and liabilities using enacted tax rates in effect for periods in which the differences are expected to reverse. The effect of changes in tax rates on deferred tax assets and liabilities are recognized in income in the period that includes the enactment date. A valuation allowance is established for deferred tax assets when management determines that it is more likely than not that some portion or all of a deferred tax asset will not be realized. In making such determinations, the Company considers all available positive and negative evidence that may impact the realization of deferred tax assets. These considerations include the amount of taxable income generated in statutory carryback periods, future reversals of existing taxable temporary differences, projected future taxable income and available tax planning strategies.

The Company recognizes tax benefits from uncertain tax positions when it is more likely than not that the related tax positions will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits of the tax positions. An uncertain tax position is a position taken in a previously filed tax return or a position expected to be taken in a future tax return that is not based on clear and unambiguous tax law. The Company measures tax benefits related to uncertain tax positions based on the largest benefit that has a greater than 50% likelihood of being realized upon settlement. If the initial assessment fails to result in recognition of a tax benefit, the Company subsequently recognizes a tax benefit if (i) there are changes in tax law or case law that raise the likelihood of prevailing on the technical merits of the position to more-likely-than-not, (ii) the statute of limitations expires, or (iii) there is a completion of an examination resulting in a settlement of that tax year or position with the appropriate agency. The Company recognizes interest and penalties related to uncertain tax positions in the provision for income taxes.

***Equity Based Compensation***

The Company periodically grants unvested or restricted shares of common stock to key employees. Compensation cost is measured based on the estimated fair value of the awards at the grant date and is recognized in earnings on a straight-line basis over the requisite service period for each award. Compensation cost related to awards that embody performance conditions is recognized if it is probable that the performance conditions will be achieved.

The fair value of unvested shares is based on the closing market price of the Company's common stock at the date of grant. The value of shares granted with post-vesting restrictions as to transferability is reduced by a discount for lack of marketability. The fair value of stock options, which were granted in periods prior to 2013, was estimated at the date of grant using a Black-Scholes option pricing model.

***Derivative Financial Instruments and Hedging Activities***

***Interest rate derivative contracts***

The Company uses interest rate derivative contracts, such as swaps, caps, floors and collars, in the normal course of business to meet the financial needs of its customers and to manage exposure to changes in interest rates. Interest rate contracts are recorded as assets or liabilities in the consolidated balance sheets at fair value. Interest rate swaps that are used as a risk management tool to hedge the Company's exposure to changes in interest rates have been designated as cash flow hedging instruments. The effective portion of the gain or loss on interest rate swaps designated and qualifying as cash flow hedging instruments is initially reported as a component of other comprehensive income and subsequently reclassified into earnings in the same period in which the hedged transaction affects earnings. The ineffective portion of the gain or loss on these derivative instruments, if any, is recognized currently in earnings. Hedge effectiveness is assessed using the hypothetical derivative method. Assessments of hedge effectiveness and measurements of hedge ineffectiveness are performed quarterly.

The Company discontinues hedge accounting prospectively when it is determined that the derivative is no longer effective in offsetting changes in the cash flows of the hedged item, the derivative expires or is sold, terminated, or exercised, management determines that the designation of the derivative as a hedging instrument is no longer appropriate or the occurrence of the forecasted transaction is no longer probable. When hedge accounting is discontinued, any subsequent changes in fair value of the derivative are recognized in earnings. The cumulative unrealized gain or loss related to a discontinued cash

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flow hedge continues to be reported in AOCI unless it is probable that the forecasted transaction will not occur by the end of the originally specified time period, in which case the cumulative unrealized gain or loss reported in AOCI is reclassified into earnings immediately.

Cash flows resulting from derivative financial instruments that are accounted for as hedges are classified in the cash flow statement in the same category as the cash flows from the hedged items.

Changes in the fair value of interest rate contracts not designated as, or not qualifying as, hedging instruments are recognized currently in earnings.

*Derivative loan commitments*

Interest rate lock commitments to originate mortgage loans to be held for sale upon funding are derivative instruments and are recognized in the consolidated balance sheets at fair value with changes in fair value reflected in earnings.

*Forward loan sale commitments*

Mandatory delivery forward loan sale commitments and best efforts forward loan sale commitments for which the loan to the underlying borrower has closed are derivative instruments and are reflected in the consolidated balance sheets at fair value with changes in fair value reflected in earnings.

***Transfers of Financial Assets***

Transfers of financial assets are accounted for as sales when control over the assets has been surrendered. A gain or loss is recognized in earnings upon completion of the sale based on the difference between the sales proceeds and the carrying value of the assets. Control over the transferred assets is deemed to have been surrendered when: (i) the assets have been legally isolated from the Company, (ii) the transferee obtains the right (free of conditions that constrain it from taking advantage of that right) to pledge or exchange the transferred assets, and (iii) the Company does not maintain effective control over the transferred assets through an agreement to repurchase them before their maturity or the ability to unilaterally cause the holder to return specific assets.

***Advertising Costs***

Advertising costs are expensed as incurred.

***Earnings per Common Share***

Basic earnings per common share is calculated by dividing income allocated to common stockholders for basic earnings per common share by the weighted average number of common shares outstanding for the period, reduced by average unvested stock awards. Unvested stock awards with non-forfeitable rights to dividends or dividend equivalents, whether paid or unpaid, stand-alone dividend participation rights and participating preferred stock are considered participating securities and are included in the computation of basic earnings per common share using the two class method whereby net income is allocated between common stock and participating securities. In periods of a net loss, no allocation is made to participating securities as they are not contractually required to fund net losses. Diluted earnings per common share is computed by dividing income allocated to common stockholders for basic earnings per common share, adjusted for earnings reallocated from participating securities, by the weighted average number of common shares outstanding for the period increased for the dilutive effect of unexercised stock options, warrants and unvested stock awards using the treasury stock method and by the dilutive effect of convertible preferred stock using the if-converted method. Contingently issuable shares are included in the calculation of earnings per common share as if the end of the respective period was the end of the contingency period.

***Reclassifications***

Certain amounts presented for prior periods have been reclassified to conform to the current period presentation.

***Recent Accounting Pronouncements***

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which will supersede the revenue recognition requirements in Topic 605,

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*Revenue Recognition*, and most industry-specific revenue recognition guidance throughout the Accounting Standards Codification. The amendments in this update affect any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of non-financial assets unless those contracts, including leases and insurance contracts, are within the scope of other standards. The amendments establish a core principle requiring the recognition of revenue to depict the transfer of goods or services to customers in an amount reflecting the consideration to which the entity expects to be entitled in exchange for such goods or services. The amendments also require expanded disclosures concerning the nature, amount, timing and uncertainty of revenues and cash flows arising from contracts with customers. Financial instruments and lease contracts are generally outside the scope of the ASU. In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*. This ASU defers the effective date of ASU 2014-09 to annual periods and interim periods within fiscal years beginning after December 15, 2017, without changing any other amendments included in ASU 2014-09. Management continues to evaluate the impact of adoption.

In February 2015, the FASB issued ASU No. 2015-02, *Consolidation (Topic 810) - Amendments to the Consolidation Analysis*. The amendments in this ASU change the way reporting enterprises evaluate whether (a) they should consolidate limited partnerships and similar entities, (b) fees paid to a decision maker or service provider are variable interests in a VIE, and (c) variable interests in a VIE held by related parties of the reporting enterprise require the reporting enterprise to consolidate the VIE. The Company elected to early adopt the amendments for the year ended December 31, 2015. Adoption had no material impact on the Company's financial condition, results of operations or cash flows.

In April 2015, the FASB issued ASU No. 2015-03, *Interest-Imputation of Interest, (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. The amendments in this ASU require that debt issuance costs related to a note be reported in the balance sheet as a direct deduction from the face amount of that note and amortization of debt issuance costs be reported as interest expense. The Company elected to early adopt this ASU for the year ended December 31, 2015. The adoption resulted in \$3.9 million of debt issuance costs being reported as a direct deduction from the face amount of notes payable in the accompanying consolidated balance sheet at December 31, 2015.

In April 2015, the FASB issued ASU No. 2015-05, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Customer's Accounting for Fees Paid in a Cloud Computing Arrangement*. The amendments in this ASU provide guidance regarding whether fees paid by a customer in a cloud computing arrangement are considered a software license or a service contract. The amendments in this ASU are effective for the Company for annual periods, including interim periods within those annual periods, beginning after December 15, 2015. The Company has elected to apply the amendment prospectively to all arrangements entered into or materially modified after the effective date. Management does not expect adoption will have a material impact on the Company's consolidated financial condition, results of operations or cash flows.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments - Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*. The amendments in the ASU that are expected to be most applicable to the Company 1) require equity investments (except those accounted for under the equity method of accounting or those that result in consolidation of the investee) to be measured at fair value with changes in fair value recognized in net income, 2) eliminate the requirement to disclose the method(s) and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost on the balance sheet, and 3) require public business entities to use the exit price notion when measuring the fair value of financial instruments for disclosure purposes. The amendments in this ASU are effective for the Company for interim and annual periods in fiscal years beginning after December 15, 2017. Management has not completed its evaluation of the impact of adoption of this ASU.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The amendments in this ASU require a lessee to recognize in the statement of financial position a liability to make lease payments and a right-of-use asset representing its right to use the underlying asset for lease terms longer than one year. Accounting for leases by a lessor will not be significantly impacted by this ASU. The amendments in this ASU are effective for the Company for interim and annual periods in fiscal years beginning after December 15, 2018. Management has not yet made an evaluation of the impact of adoption of this ASU.

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**Note 2 Earnings Per Common Share**

The computation of basic and diluted earnings per common share is presented below for the years ended December 31, 2015, 2014 and 2013 (in thousands, except share and per share data):

	2015	2014	2013
<b>Basic earnings per common share:</b>			
<b>Numerator:</b>			
Net income	\$ 251,660	\$ 204,215	\$ 208,936
Distributed and undistributed earnings allocated to participating securities	(9,742)	(7,991)	(9,380)
Income allocated to common stockholders for basic earnings per common share	\$ 241,918	\$ 196,224	\$ 199,556
<b>Denominator:</b>			
Weighted average common shares outstanding	103,187,530	101,574,076	99,587,970
Less average unvested stock awards	(1,128,416)	(1,117,869)	(1,093,930)
Weighted average shares for basic earnings per common share	102,059,114	100,456,207	98,494,040
<b>Basic earnings per common share</b>	<b>\$ 2.37</b>	<b>\$ 1.95</b>	<b>\$ 2.03</b>
<b>Diluted earnings per common share:</b>			
<b>Numerator:</b>			
Income allocated to common stockholders for basic earnings per common share	\$ 241,918	\$ 196,224	\$ 199,556
Adjustment for earnings reallocated from participating securities	54	16	1,265
Income used in calculating diluted earnings per common share	\$ 241,972	\$ 196,240	\$ 200,821
<b>Denominator:</b>			
Weighted average shares for basic earnings per common share	102,059,114	100,456,207	98,494,040
Dilutive effect of stock options and preferred shares	913,036	139,606	1,257,565
Weighted average shares for diluted earnings per common share	102,972,150	100,595,813	99,751,605
<b>Diluted earnings per common share</b>	<b>\$ 2.35</b>	<b>\$ 1.95</b>	<b>\$ 2.01</b>

Included in participating securities above are 3,023,314 dividend equivalent rights outstanding at December 31, 2015 that were issued in conjunction with the initial public offering ("IPO") of the Company's common stock. These dividend equivalent rights expire in 2021 and participate in dividends on a one-for-one basis.

The following potentially dilutive securities were outstanding at December 31, 2015, 2014, and 2013, but excluded from the calculation of diluted earnings per common share for the years then ended because their inclusion would have been anti-dilutive:

	2015	2014	2013
Unvested shares	1,040,385	881,693	752,609
Stock options and warrants	1,851,376	6,386,424	6,386,815

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**Note 3 Acquisition Activity**

On May 1, 2015, BankUnited completed the acquisition of the Small Business Finance Unit ("SBF") of CertusHoldings, Inc. in an asset purchase transaction for a cash purchase price of \$278 million. SBF's primary business activity is to originate loans under programs administered by the SBA. The SBF acquisition will allow BankUnited to expand its current small business lending platform on a national basis.

BankUnited acquired the SBF loan portfolio, as well as substantially all of SBF's operating assets, and assumed certain of its operating liabilities. The acquisition of SBF was determined to be a business combination and was accounted for using the acquisition method of accounting; accordingly, the assets acquired and liabilities assumed were recorded at their estimated fair values at the acquisition date. The results of operations of SBF have been included in the Company's consolidated financial statements from the date of acquisition, and are not material.

The following table summarizes the estimated fair values of assets acquired and liabilities assumed (in thousands):

Assets:	
Loans held for investment	\$ 173,809
Loans held for sale	82,143
Servicing rights	10,418
Other assets	4,397
Total assets	270,767
Total liabilities	3,620
Estimated fair value of net assets acquired	267,147
Consideration issued	277,553
Excess of consideration issued over fair value of net assets acquired	\$ 10,406

Goodwill of \$10.4 million was primarily attributable to the assembled workforce and market share and is expected to be deductible for income tax purposes.

Valuation methodologies used to estimate the fair values of significant assets acquired are summarized as follows:

- Loans were valued using a discounted cash flow technique incorporating market based prepayment, probability of default, loss severity given default, recovery lag and appropriately risk adjusted discount rate assumptions.
- Servicing rights were valued using a discounted cash flow methodology incorporating contractually specified servicing fees, prepayment factors and default rates based primarily on historical industry data, market convention assumptions about the cost of servicing and discount rates commensurate with observed secondary market activity.

The UPB of acquired loans was \$249 million, of which approximately \$13 million was not expected to be collected based on probability of default and loss severity given default assumptions applied in estimating fair value.

Pro-forma financial information is not required to be presented due to the immateriality of this transaction to the Company's consolidated financial position and results of operations.

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**Note 4 Investment Securities**

Investment securities available for sale consisted of the following at December 31, 2015 and 2014 (in thousands):

	2015			
	Amortized Cost	Gross Unrealized		Fair Value
		Gains	Losses	
U.S. Treasury securities	\$ 4,997	\$ —	\$ —	\$ 4,997
U.S. Government agency and sponsored enterprise residential mortgage-backed securities	1,167,197	15,376	(4,255)	1,178,318
U.S. Government agency and sponsored enterprise commercial mortgage-backed securities	95,997	944	(127)	96,814
Resecuritized real estate mortgage investment conduits ("Re-Remics")	88,658	1,138	(105)	89,691
Private label residential mortgage-backed securities and collateralized mortgage obligations ("CMOs")	502,723	44,822	(2,933)	544,612
Private label commercial mortgage-backed securities	1,219,355	5,533	(6,148)	1,218,740
Single family rental real estate-backed securities	646,156	284	(9,735)	636,705
Collateralized loan obligations	309,615	—	(2,738)	306,877
Non-mortgage asset-backed securities	54,981	1,519	—	56,500
Preferred stocks	75,742	7,467	—	83,209
State and municipal obligations	351,456	10,297	—	361,753
Small Business Administration ("SBA") securities	270,553	3,343	(560)	273,336
Other debt securities	3,854	4,133	—	7,987
	<u>\$ 4,791,284</u>	<u>\$ 94,856</u>	<u>\$ (26,601)</u>	<u>\$ 4,859,539</u>
	2014			
	Amortized Cost	Gross Unrealized		Fair Value
		Gains	Losses	
U.S. Treasury securities	\$ 54,924	\$ 43	\$ —	\$ 54,967
U.S. Government agency and sponsored enterprise residential mortgage-backed securities	1,501,504	29,613	(6,401)	1,524,716
U.S. Government agency and sponsored enterprise commercial mortgage-backed securities	101,089	769	—	101,858
Re-Remics	179,664	3,613	(5)	183,272
Private label residential mortgage-backed securities and CMOs	350,300	54,222	(543)	403,979
Private label commercial mortgage-backed securities	1,156,166	10,254	(4,935)	1,161,485
Single family rental real estate-backed securities	446,079	468	(3,530)	443,017
Collateralized loan obligations	174,767	—	(435)	174,332
Non-mortgage asset-backed securities	96,250	3,824	(6)	100,068
Preferred stocks	96,294	9,148	—	105,442
State and municipal obligations	15,317	385	—	15,702
SBA securities	298,424	10,540	(236)	308,728
Other debt securities	3,712	4,416	—	8,128
	<u>\$ 4,474,490</u>	<u>\$ 127,295</u>	<u>\$ (16,091)</u>	<u>\$ 4,585,694</u>

Investment securities held to maturity at December 31, 2015 and 2014 consisted of one State of Israel bond with a carrying value of \$10 million. Fair value approximated carrying value at December 31, 2015 and 2014. The bond matures in 2024.

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At December 31, 2015, contractual maturities of investment securities available for sale, adjusted for anticipated prepayments of mortgage-backed and other pass-through securities, were as follows (in thousands):

	<u>Amortized Cost</u>	<u>Fair Value</u>
Due in one year or less	\$ 939,014	\$ 943,775
Due after one year through five years	2,116,652	2,136,983
Due after five years through ten years	1,033,111	1,048,226
Due after ten years	626,765	647,346
Preferred stocks with no stated maturity	75,742	83,209
	<u>\$ 4,791,284</u>	<u>\$ 4,859,539</u>

Based on the Company's proprietary assumptions, the estimated weighted average life of the investment portfolio as of December 31, 2015 was 4.1 years. The effective duration of the investment portfolio as of December 31, 2015 was 1.8 years. The model results are based on assumptions that may differ from actual results.

The carrying value of securities pledged as collateral for Federal Home Loan Bank ("FHLB") advances, public deposits, interest rate swaps and to secure borrowing capacity at the Federal Reserve Bank ("FRB") totaled \$1.5 billion and \$1.0 billion at December 31, 2015 and 2014, respectively.

The following table provides information about gains and losses on investment securities available for sale for the years ended December 31, 2015, 2014, and 2013 (in thousands):

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Proceeds from sale of investment securities available for sale	\$ 1,114,020	\$ 355,798	\$ 874,876
Gross realized gains	\$ 8,955	\$ 4,987	\$ 11,119
Gross realized losses	(475)	(1,128)	(1,527)
Net realized gain	8,480	3,859	9,592
OTTI	—	—	(963)
Gain on investment securities available for sale, net	<u>\$ 8,480</u>	<u>\$ 3,859</u>	<u>\$ 8,629</u>

During the year ended December 31, 2013, OTTI was recognized on an intermediate term mortgage mutual fund. Due primarily to the length of time the investment had been in a continuous unrealized loss position and an increasing measure of impairment, the Company determined the impairment to be other than temporary. This security was covered under the Commercial Shared-Loss Agreement; therefore, the impact of the impairment was significantly mitigated by an increase of \$770 thousand in the FDIC indemnification asset, reflected in the consolidated statement of income line item "Net loss on FDIC indemnification." This security was sold in 2014.

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The following tables present the aggregate fair value and the aggregate amount by which amortized cost exceeded fair value for investment securities in unrealized loss positions, aggregated by investment category and length of time that individual securities had been in continuous unrealized loss positions at December 31, 2015 and 2014 (in thousands):

	2015					
	Less than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. Government agency and sponsored enterprise residential mortgage-backed securities	\$ 321,143	\$ (3,065)	\$ 54,290	\$ (1,190)	\$ 375,433	\$ (4,255)
U.S. Government agency and sponsored enterprise commercial mortgage-backed securities	5,273	(127)	—	—	5,273	(127)
Re-Remics	20,421	(105)	—	—	20,421	(105)
Private label residential mortgage-backed securities and CMOs	289,312	(2,401)	16,342	(532)	305,654	(2,933)
Private label commercial mortgage-backed securities	739,376	(4,476)	106,280	(1,672)	845,656	(6,148)
Single family rental real estate-backed securities	381,033	(4,499)	212,491	(5,236)	593,524	(9,735)
Collateralized loan obligations	257,442	(2,173)	49,435	(565)	306,877	(2,738)
SBA securities	41,996	(543)	868	(17)	42,864	(560)
	<u>\$ 2,055,996</u>	<u>\$ (17,389)</u>	<u>\$ 439,706</u>	<u>\$ (9,212)</u>	<u>\$ 2,495,702</u>	<u>\$ (26,601)</u>

	2014					
	Less than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. Government agency and sponsored enterprise residential mortgage-backed securities	\$ 7,058	\$ (34)	\$ 300,057	\$ (6,367)	\$ 307,115	\$ (6,401)
Re-Remics	—	—	335	(5)	335	(5)
Private label residential mortgage-backed securities and CMOs	60,076	(189)	14,653	(354)	74,729	(543)
Private label commercial mortgage-backed securities	103,900	(1,150)	239,456	(3,785)	343,356	(4,935)
Single family rental real estate-backed securities	233,012	(3,530)	—	—	233,012	(3,530)
Collateralized loan obligations	49,565	(435)	—	—	49,565	(435)
Non-mortgage asset-backed securities	2,796	(6)	—	—	2,796	(6)
SBA securities	49,851	(236)	—	—	49,851	(236)
	<u>\$ 506,258</u>	<u>\$ (5,580)</u>	<u>\$ 554,501</u>	<u>\$ (10,511)</u>	<u>\$ 1,060,759</u>	<u>\$ (16,091)</u>

The Company monitors its investment securities available for sale for OTTI on an individual security basis. No securities were determined to be other-than-temporarily impaired during the years ended December 31, 2015 or 2014. As discussed above, during the year ended December 31, 2013, OTTI was recognized on an intermediate term mortgage mutual fund. The Company does not intend to sell securities that are in significant unrealized loss positions and it is not more likely than not that the Company will be required to sell these securities before recovery of the amortized cost basis, which may be at maturity. At December 31, 2015, 93 securities were in unrealized loss positions. The amount of impairment related to 22 of these securities was considered insignificant, totaling approximately \$223 thousand and no further analysis with respect to these securities was

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considered necessary. The basis for concluding that impairment of the remaining securities was not other-than-temporary is further described below:

*U.S. Government agency and sponsored enterprise residential and commercial mortgage-backed securities:*

At December 31, 2015, thirteen U.S. Government agency and sponsored enterprise residential and commercial mortgage-backed securities were in unrealized loss positions. The unrealized losses were primarily attributable to an increase in medium and long-term market interest rates subsequent to the date the securities were acquired. The amount of impairment of each of the individual securities was 4% or less of amortized cost and the substantial majority of the securities had been in unrealized loss positions for three months or less. The timely payment of principal and interest on these securities is explicitly or implicitly guaranteed by the U.S. Government. Given the limited severity of impairment and the expectation of timely payment of principal and interest, the impairments were considered to be temporary.

*Re-Remics:*

At December 31, 2015, one Re-Remic security was in an unrealized loss position. The unrealized loss was primarily due to an increase in credit spreads subsequent to acquisition. The amount of impairment was less than 1% of amortized cost. Given the immaterial amount of impairment, the limited severity, the structure of the security and the performance of the underlying collateral, the impairment was considered to be temporary.

*Private label residential mortgage-backed securities and CMOs:*

At December 31, 2015, twelve private label residential mortgage-backed securities were in unrealized loss positions. The unrealized losses were primarily due to widening credit spreads and an increase in medium and long-term market interest rates subsequent to acquisition. The amount of impairment of each of the individual securities was 4% or less of amortized cost. These securities were assessed for OTTI using credit and prepayment behavioral models that incorporate CUSIP level constant default rates, voluntary prepayment rates and loss severity and delinquency assumptions. The results of these assessments were not indicative of credit losses that would result in the Company recovering less than its amortized cost basis related to any of these securities as of December 31, 2015. Given the limited severity of impairment and the expectation of timely recovery of outstanding principal, the impairments were considered to be temporary.

*Private label commercial mortgage-backed securities:*

At December 31, 2015, 22 private label commercial mortgage-backed securities were in unrealized loss positions. The unrealized losses were primarily attributable to widening credit spreads and for certain securities, an increase in medium and long-term market interest rates subsequent to acquisition. The amount of impairment of each of the individual securities was less than 2% of amortized cost. These securities were assessed for OTTI using credit and prepayment behavioral models incorporating assumptions consistent with the collateral characteristics of each security. The results of this analysis were not indicative of expected credit losses. Given the limited severity of impairment and the expectation of timely recovery of outstanding principal, the impairments were considered to be temporary.

*Single family rental real estate-backed securities:*

At December 31, 2015, sixteen single family rental real estate-backed securities were in unrealized loss positions. The unrealized losses were primarily due to widening credit spreads, leading to increased extension risk. The amount of impairment of each of the individual securities was 3% or less of amortized cost. Management's analysis of the credit characteristics, including loan-to-value and debt service coverage ratios, and levels of subordination for each of the securities is not indicative of projected credit losses. Given the limited severity of impairment and the absence of projected credit losses, the impairments were considered to be temporary.

*Collateralized loan obligations:*

At December 31, 2015, six collateralized loan obligations were in unrealized loss positions, due to widening credit spreads. The amount of impairment of each of the individual securities was less than 2% of amortized cost. Given the limited severity of impairment, levels of subordination and the results of independent analyses of the credit quality of loans underlying the securities, the impairments were considered to be temporary.

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*SBA securities:*

At December 31, 2015, one SBA security was in an unrealized loss position. The amount of impairment was 2% of amortized cost and was attributable primarily to increased prepayment speeds. The timely payment of principal and interest on this security is guaranteed by this U.S. Government agency. Given the limited severity of impairment and the expectation of timely payment of principal and interest, the impairment was considered to be temporary.

**Note 5 Loans and Allowance for Loan and Lease Losses**

At December 31, 2015 and 2014, loans consisted of the following (dollars in thousands):

	2015					
	Non-Covered Loans		Covered Loans		Total	Percent of Total
	New Loans	ACI	ACI	Non-ACI		
<b>Residential:</b>						
1-4 single family residential	\$ 2,883,470	\$ —	\$ 699,039	\$ 46,110	\$ 3,628,619	21.9%
Home equity loans and lines of credit	806	—	4,831	67,493	73,130	0.4%
	<u>2,884,276</u>	<u>—</u>	<u>703,870</u>	<u>113,603</u>	<u>3,701,749</u>	<u>22.3%</u>
<b>Commercial:</b>						
Multi-family	3,447,526	24,636	—	—	3,472,162	20.9%
<b>Commercial real estate</b>						
Owner occupied	1,338,184	16,567	—	—	1,354,751	8.2%
Non-owner occupied	2,885,226	25,101	—	—	2,910,327	17.5%
Construction and land	347,676	—	—	—	347,676	2.1%
Commercial and industrial	2,769,813	1,062	—	—	2,770,875	16.7%
Commercial lending subsidiaries	2,003,984	—	—	—	2,003,984	12.1%
	<u>12,792,409</u>	<u>67,366</u>	<u>—</u>	<u>—</u>	<u>12,859,775</u>	<u>77.5%</u>
Consumer	35,173	10	—	—	35,183	0.2%
<b>Total loans</b>	<u>15,711,858</u>	<u>67,376</u>	<u>703,870</u>	<u>113,603</u>	<u>16,596,707</u>	<u>100.0%</u>
Premiums, discounts and deferred fees and costs, net	47,829	—	—	(7,933)	39,896	
Loans including premiums, discounts and deferred fees and costs	15,759,687	67,376	703,870	105,670	16,636,603	
Allowance for loan and lease losses	(120,960)	—	—	(4,868)	(125,828)	
<b>Loans, net</b>	<u>\$ 15,638,727</u>	<u>\$ 67,376</u>	<u>\$ 703,870</u>	<u>\$ 100,802</u>	<u>\$ 16,510,775</u>	

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	2014					
	Non-Covered Loans		Covered Loans		Total	Percent of Total
	New Loans	ACI	ACI	Non-ACI		
<b>Residential:</b>						
1-4 single family residential	\$ 2,486,272	\$ —	\$ 874,522	\$ 56,138	\$ 3,416,932	27.6%
Home equity loans and lines of credit	1,827	—	22,657	101,142	125,626	1.0%
	<u>2,488,099</u>	<u>—</u>	<u>897,179</u>	<u>157,280</u>	<u>3,542,558</u>	<u>28.6%</u>
<b>Commercial:</b>						
Multi-family	1,927,225	24,964	—	—	1,952,189	15.8%
<b>Commercial real estate</b>						
Owner occupied	1,008,930	34,440	—	—	1,043,370	8.4%
Non-owner occupied	1,753,317	30,762	—	—	1,784,079	14.4%
Construction and land	167,713	2,007	—	—	169,720	1.4%
Commercial and industrial	2,402,064	1,229	—	—	2,403,293	19.4%
Commercial lending subsidiaries	1,456,751	—	—	—	1,456,751	11.8%
	<u>8,716,000</u>	<u>93,402</u>	<u>—</u>	<u>—</u>	<u>8,809,402</u>	<u>71.2%</u>
Consumer	26,293	14	—	—	26,307	0.2%
<b>Total loans</b>	<u>11,230,392</u>	<u>93,416</u>	<u>897,179</u>	<u>157,280</u>	<u>12,378,267</u>	<u>100.0%</u>
Premiums, discounts and deferred fees and costs, net	47,097	—	—	(10,595)	36,502	
Loans including premiums, discounts and deferred fees and costs	11,277,489	93,416	897,179	146,685	12,414,769	
Allowance for loan and lease losses	(91,350)	—	—	(4,192)	(95,542)	
<b>Loans, net</b>	<u>\$ 11,186,139</u>	<u>\$ 93,416</u>	<u>\$ 897,179</u>	<u>\$ 142,493</u>	<u>\$ 12,319,227</u>	

Through three subsidiaries, the Bank provides commercial and municipal equipment financing utilizing both loan and lease structures. At December 31, 2015 and 2014, the commercial lending subsidiaries portfolio included a net investment in direct financing leases of \$472 million and \$458 million, respectively.

The following table presents the components of the net investment in direct financing leases as of December 31, 2015 and 2014 (in thousands):

	2015	2014
Total minimum lease payments to be received	\$ 503,692	\$ 489,892
Estimated unguaranteed residual value of leased assets	1,561	—
Gross investment in direct financing leases	505,253	489,892
Unearned income	(37,677)	(37,277)
Initial direct costs	4,817	5,567
	<u>\$ 472,393</u>	<u>\$ 458,182</u>

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As of December 31, 2015, future minimum lease payments to be received under direct financing leases were as follows (in thousands):

Years Ending December 31:	
2016	\$ 159,176
2017	116,772
2018	73,707
2019	41,447
2020	34,089
Thereafter	78,501
	<u>\$ 503,692</u>

During the years ended December 31, 2015 and 2014, the Company purchased 1-4 single family residential loans totaling \$788 million and \$921 million, respectively.

At December 31, 2015, the Company had pledged real estate loans with UPB of approximately \$8.4 billion and recorded investment of approximately \$7.4 billion as security for FHLB advances.

At December 31, 2015 and 2014, the UPB of ACI loans was \$2.0 billion and \$2.6 billion, respectively. The accretable yield on ACI loans represents the amount by which undiscounted expected future cash flows exceed recorded investment. Changes in the accretable yield on ACI loans for the years ended December 31, 2015, 2014 and 2013 were as follows (in thousands):

Balance at December 31, 2012	\$ 1,286,066
Reclassifications from non-accretable difference	282,952
Accretion	(410,446)
Balance at December 31, 2013	1,158,572
Reclassifications from non-accretable difference	185,604
Accretion	(338,864)
Balance at December 31, 2014	1,005,312
Reclassifications from non-accretable difference	192,291
Accretion	(295,038)
Balance at December 31, 2015	\$ 902,565

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**Loan sales**

During the years ended December 31, 2015, 2014 and 2013, the Company sold covered residential loans to third parties on a non-recourse basis. The following table summarizes the impact of these transactions (in thousands):

	2015	2014	2013
UPB of loans sold	\$ 249,038	\$ 269,143	\$ 230,031
Cash proceeds, net of transaction costs	\$ 207,425	\$ 177,560	\$ 116,611
Recorded investment in loans sold	172,496	144,231	82,160
Net pre-tax impact on earnings, excluding gain (loss) on FDIC indemnification	\$ 34,929	\$ 33,329	\$ 34,451
Gain (loss) on sale of covered loans, net	\$ 34,929	\$ 2,398	\$ (16,195)
Proceeds recorded in interest income	—	30,931	50,646
	\$ 34,929	\$ 33,329	34,451
Gain (loss) on FDIC indemnification, net	\$ (28,051)	\$ (809)	\$ 21,021

For the years ended December 31, 2014 and 2013, covered 1-4 single family residential loans with UPB of \$50 million and \$102 million, respectively, were sold from a pool of ACI loans with a zero carrying value. Proceeds of the sale of loans from this pool, representing realization of accretable yield, were recorded in interest income. The gain or loss on the sale of loans from the remaining pools, representing the difference between the recorded investment and consideration received, was recorded in "Gain (loss) on sale of loans, net" in the accompanying consolidated statements of income. No loans were sold from the pool of ACI loans with a zero carrying value during the year ended December 31, 2015.

During the year ended December 31, 2014, in accordance with the terms of the Commercial Shared-Loss Agreement, the Bank requested and received approval from the FDIC to sell certain covered commercial and consumer loans. These loans were transferred to loans held for sale at the lower of carrying value or fair value, determined at the individual loan level, upon receipt of FDIC approval and sold in 2014. The reduction of carrying value to fair value for specific loans was recognized in the provision for loan losses.

The following table summarizes the pre-tax impact of these sales, as reflected in the consolidated statements of income for the year ended December 31, 2014 (in thousands):

Cash proceeds, net of transaction costs	\$ 101,023
Carrying value of loans transferred to loans held for sale	86,521
Provision for loan losses recorded upon transfer to loans held for sale	(3,469)
Recorded investment in loans sold	83,052
Gain on sale of covered loans	\$ 17,971
Loss on FDIC indemnification	\$ (2,085)

During the year ended December 31, 2014 the Company terminated its indirect auto lending activities and sold indirect auto loans with a recorded investment of \$302.8 million. The total impact of this transaction on pre-tax earnings was not material.

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**Allowance for loan and lease losses**

Activity in the ALLL for the years ended December 31, 2015, 2014 and 2013 is summarized as follows (in thousands):

	2015			
	Residential	Commercial	Consumer	Total
Beginning balance	\$ 11,325	\$ 84,027	\$ 190	\$ 95,542
Provision for (recovery of) loan losses:				
ACI loans	—	—	—	—
Non-ACI loans	2,317	(66)	—	2,251
New loans	3,957	38,072	31	42,060
Total provision	6,274	38,006	31	44,311
Charge-offs:				
ACI loans	—	—	—	—
Non-ACI loans	(1,680)	—	—	(1,680)
New loans	—	(13,719)	—	(13,719)
Total charge-offs	(1,680)	(13,719)	—	(15,399)
Recoveries:				
Non-ACI loans	39	66	—	105
New loans	—	1,237	32	1,269
Total recoveries	39	1,303	32	1,374
Ending balance	\$ 15,958	\$ 109,617	\$ 253	\$ 125,828

	2014			
	Residential	Commercial	Consumer	Total
Beginning balance	\$ 15,353	\$ 52,185	\$ 2,187	\$ 69,725
Provision for (recovery of) loan losses:				
ACI loans	—	1,987	324	2,311
Non-ACI loans	(1,891)	(663)	—	(2,554)
New loans	850	42,310	(1,412)	41,748
Total provision	(1,041)	43,634	(1,088)	41,505
Charge-offs:				
ACI loans	—	(4,880)	(324)	(5,204)
Non-ACI loans	(3,006)	(490)	—	(3,496)
New loans	—	(7,671)	(1,083)	(8,754)
Total charge-offs	(3,006)	(13,041)	(1,407)	(17,454)
Recoveries:				
Non-ACI loans	19	721	—	740
New loans	—	528	498	1,026
Total recoveries	19	1,249	498	1,766
Ending balance	\$ 11,325	\$ 84,027	\$ 190	\$ 95,542

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	2013			
	Residential	Commercial	Consumer	Total
Beginning balance	\$ 19,164	\$ 39,543	\$ 414	\$ 59,121
Provision for (recovery of) loan losses:				
ACI loans	—	(2,891)	—	(2,891)
Non-ACI loans	4,043	(2,890)	—	1,153
New loans	(3,800)	35,368	2,134	33,702
Total provision	243	29,587	2,134	31,964
Charge-offs:				
ACI loans	—	(2,235)	—	(2,235)
Non-ACI loans	(4,134)	(171)	—	(4,305)
New loans	(10)	(17,987)	(484)	(18,481)
Total charge-offs	(4,144)	(20,393)	(484)	(25,021)
Recoveries:				
Non-ACI loans	90	2,690	—	2,780
New loans	—	758	123	881
Total recoveries	90	3,448	123	3,661
Ending balance	\$ 15,353	\$ 52,185	\$ 2,187	\$ 69,725

The following table presents information about the balance of the ALLL and related loans as of December 31, 2015 and 2014 (in thousands):

	2015				2014			
	Residential	Commercial	Consumer	Total	Residential	Commercial	Consumer	Total
<b>Allowance for loan and lease losses:</b>								
Ending balance	\$ 15,958	\$ 109,617	\$ 253	\$ 125,828	\$ 11,325	\$ 84,027	\$ 190	\$ 95,542
Ending balance: non-ACI and new loans individually evaluated for impairment	\$ 978	\$ 5,439	\$ —	\$ 6,417	\$ 1,083	\$ 6,878	\$ —	\$ 7,961
Ending balance: non-ACI and new loans collectively evaluated for impairment	\$ 14,980	\$ 104,178	\$ 253	\$ 119,411	\$ 10,242	\$ 77,149	\$ 190	\$ 87,581
Ending balance: ACI	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Ending balance: non-ACI	\$ 4,868	\$ —	\$ —	\$ 4,868	\$ 4,192	\$ —	\$ —	\$ 4,192
Ending balance: new loans	\$ 11,090	\$ 109,617	\$ 253	\$ 120,960	\$ 7,133	\$ 84,027	\$ 190	\$ 91,350
<b>Loans:</b>								
Ending balance	\$ 3,734,967	\$ 12,866,548	\$ 35,088	\$ 16,636,603	\$ 3,568,529	\$ 8,819,980	\$ 26,260	\$ 12,414,769
Ending balance: non-ACI and new loans individually evaluated for impairment	\$ 12,240	\$ 54,128	\$ —	\$ 66,368	\$ 6,406	\$ 28,978	\$ —	\$ 35,384
Ending balance: non-ACI and new loans collectively evaluated for impairment	\$ 3,018,857	\$ 12,745,054	\$ 35,078	\$ 15,798,989	\$ 2,664,944	\$ 8,697,600	\$ 26,246	\$ 11,388,790
Ending balance: ACI loans	\$ 703,870	\$ 67,366	\$ 10	\$ 771,246	\$ 897,179	\$ 93,402	\$ 14	\$ 990,595

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**Credit quality information**

The tables below present information about new and non-ACI loans identified as impaired as of December 31, 2015 and 2014 (in thousands):

	2015			2014		
	Recorded Investment	UPB	Related Specific Allowance	Recorded Investment	UPB	Related Specific Allowance
<b>New loans:</b>						
With no specific allowance recorded:						
Commercial real estate						
Owner occupied	\$ 6,194	\$ 6,015	\$ —	\$ 2,984	\$ 2,961	\$ —
Non-owner occupied	548	533	—	1,326	1,326	—
Commercial and industrial	3,561	3,559	—	4,830	4,826	—
Commercial lending subsidiaries	3,839	3,821	—	1,790	1,790	—
With a specific allowance recorded:						
Commercial and industrial	34,340	34,370	3,799	11,152	11,157	4,054
Commercial lending subsidiaries	5,646	5,628	1,640	6,896	6,896	2,824
<b>Total:</b>						
Residential	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Commercial	54,128	53,926	5,439	28,978	28,956	6,878
	\$ 54,128	\$ 53,926	\$ 5,439	\$ 28,978	\$ 28,956	\$ 6,878
<b>Non-ACI loans:</b>						
With no specific allowance recorded:						
1-4 single family residential	\$ 417	\$ 490	\$ —	\$ 358	\$ 426	\$ —
Home equity loans and lines of credit	1,607	1,633	—	1,621	1,647	—
With a specific allowance recorded:						
1-4 single family residential	3,301	3,828	570	3,493	4,158	945
Home equity loans and lines of credit	6,915	7,028	408	934	949	138
<b>Total:</b>						
Residential	\$ 12,240	\$ 12,979	\$ 978	\$ 6,406	\$ 7,180	\$ 1,083
Commercial	—	—	—	—	—	—
	\$ 12,240	\$ 12,979	\$ 978	\$ 6,406	\$ 7,180	\$ 1,083

One non-owner occupied commercial real estate ACI loan modified in a TDR with a carrying value of \$500 thousand was impaired as of December 31, 2015. Interest income recognized on impaired loans after impairment was not significant during the periods presented.

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The following table presents the average recorded investment in impaired loans for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015			2014			2013		
	New Loans	Non-ACI Loans	ACI Loans	New Loans	Non-ACI Loans	ACI Loans	New Loans	Non-ACI Loans	ACI Loans
<b>Residential:</b>									
1-4 single family residential	\$ 82	\$ 3,655	\$ —	\$ —	\$ 3,748	\$ —	\$ —	\$ 3,891	\$ —
Home equity loans and lines of credit	—	4,830	—	—	2,417	—	—	1,494	—
	82	8,485	—	—	6,165	—	—	5,385	—
<b>Commercial:</b>									
Multi-family	291	—	—	—	—	696	730	—	4,804
Commercial real estate									
Owner occupied	5,117	—	—	2,949	—	529	—	—	3,260
Non-owner occupied	559	—	442	1,385	—	6,564	2,224	—	22,883
Construction and land	—	—	—	—	—	451	—	—	3,873
Commercial and industrial	35,976	—	—	15,058	399	786	16,837	2,424	5,744
Commercial lending subsidiaries	14,835	—	—	2,680	—	—	1,478	—	—
	56,778	—	442	22,072	399	9,026	21,269	2,424	40,564
	\$ 56,860	\$ 8,485	\$ 442	\$ 22,072	\$ 6,564	\$ 9,026	\$ 21,269	\$ 7,809	\$ 40,564

The following table presents the recorded investment in new and non-ACI loans on non-accrual status as of December 31, 2015 and 2014 (in thousands):

	2015		2014	
	New Loans	Non-ACI Loans	New Loans	Non-ACI Loans
<b>Residential:</b>				
1-4 single family residential	\$ 2,007	\$ 594	\$ 49	\$ 604
Home equity loans and lines of credit	—	4,724	—	3,808
	2,007	5,318	49	4,412
<b>Commercial:</b>				
Commercial real estate				
Owner occupied	8,274	—	3,362	—
Non-owner occupied	—	—	1,326	—
Construction and land	—	—	209	—
Commercial and industrial	37,782	—	13,666	—
Commercial lending subsidiaries	9,920	—	9,226	—
	55,976	—	27,789	—
Consumer	7	—	173	—
	\$ 57,990	\$ 5,318	\$ 28,011	\$ 4,412

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There were no new and non-ACI loans contractually delinquent by 90 days or more and still accruing at December 31, 2015 or 2014. The amount of additional interest income that would have been recognized on non-accrual loans had they performed in accordance with their contractual terms was approximately \$2.4 million for the year ended December 31, 2015.

Management considers delinquency status to be the most meaningful indicator of the credit quality of 1-4 single family residential, home equity and consumer loans. Delinquency statistics are updated at least monthly. See "Aging of loans" below for more information on the delinquency status of loans. Original loan-to-value ("LTV") and original FICO score are also important indicators of credit quality for the new 1-4 single family residential portfolio.

Internal risk ratings are considered the most meaningful indicator of credit quality for commercial loans. Internal risk ratings are a key factor in identifying loans that are individually evaluated for impairment and impact management's estimates of loss factors used in determining the amount of the ALLL. Internal risk ratings are updated on a continuous basis. Generally, relationships with balances in excess of defined thresholds are re-evaluated at least annually and more frequently if circumstances indicate that a change in risk rating may be warranted. At December 31, 2015, the defined thresholds ranged from \$1.5 million to \$3.0 million for the commercial lending subsidiaries, and were \$1.0 million for other commercial loan relationships. Loans exhibiting potential credit weaknesses that deserve management's close attention and that if left uncorrected may result in deterioration of the repayment capacity of the borrower are categorized as special mention. Loans with well-defined credit weaknesses, including payment defaults, declining collateral values, frequent overdrafts, operating losses, increasing balance sheet leverage, inadequate cash flow, project cost overruns, unreasonable construction delays, past due real estate taxes or exhausted interest reserves, are assigned an internal risk rating of substandard. A loan with a weakness so severe that collection in full is highly questionable or improbable, but because of certain reasonably specific pending factors has not been charged off, will be assigned an internal risk rating of doubtful.

The following tables summarize key indicators of credit quality for the Company's loans as of December 31, 2015 and 2014. Amounts include premiums, discounts and deferred fees and costs (in thousands):

**1-4 Single Family Residential credit exposure for new loans, based on original LTV and FICO score:**

LTV	2015				
	FICO				
	720 or less	721 - 740	741 - 760	761 or greater	Total
60% or less	\$ 78,836	\$ 99,094	\$ 143,864	\$ 667,420	\$ 989,214
60% - 70%	71,046	76,878	111,343	479,344	738,611
70% - 80%	63,380	100,271	211,299	772,646	1,147,596
More than 80%	28,338	3,938	3,481	13,443	49,200
	<u>\$ 241,600</u>	<u>\$ 280,181</u>	<u>\$ 469,987</u>	<u>\$ 1,932,853</u>	<u>\$ 2,924,621</u>
LTV	2014				
	FICO				
	720 or less	721 - 740	741 - 760	761 or greater	Total
60% or less	\$ 64,590	\$ 79,518	\$ 128,115	\$ 596,843	\$ 869,066
60% - 70%	55,075	63,642	102,054	424,487	645,258
70% - 80%	43,316	98,052	170,305	650,165	961,838
More than 80%	28,218	3,261	3,450	11,747	46,676
	<u>\$ 191,199</u>	<u>\$ 244,473</u>	<u>\$ 403,924</u>	<u>\$ 1,683,242</u>	<u>\$ 2,522,838</u>

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*Commercial credit exposure, based on internal risk rating:*

	2015						
	Commercial Real Estate			Construction and Land	Commercial and Industrial	Commercial Lending Subsidiaries	Total
	Multi-Family	Owner Occupied	Non-Owner Occupied				
<b>New loans:</b>							
Pass	\$ 3,451,571	\$ 1,317,081	\$ 2,879,135	\$ 346,795	\$ 2,587,801	\$ 1,981,068	\$ 12,563,451
Special mention	—	4,824	548	—	7,556	18,584	31,512
Substandard	402	17,042	434	176	168,875	11,018	197,947
Doubtful	—	—	—	—	4,296	1,976	6,272
	<u>\$ 3,451,973</u>	<u>\$ 1,338,947</u>	<u>\$ 2,880,117</u>	<u>\$ 346,971</u>	<u>\$ 2,768,528</u>	<u>\$ 2,012,646</u>	<u>\$ 12,799,182</u>
<b>ACI loans:</b>							
Pass	\$ 24,338	\$ 15,708	\$ 24,857	\$ —	\$ 1,035	\$ —	\$ 65,938
Special mention	—	859	—	—	—	—	859
Substandard	298	—	84	—	27	—	409
Doubtful	—	—	160	—	—	—	160
	<u>\$ 24,636</u>	<u>\$ 16,567</u>	<u>\$ 25,101</u>	<u>\$ —</u>	<u>\$ 1,062</u>	<u>\$ —</u>	<u>\$ 67,366</u>
	2014						
	Commercial Real Estate			Construction and Land	Commercial and Industrial	Commercial Lending Subsidiaries	Total
	Multi-Family	Owner Occupied	Non-Owner Occupied				
<b>New loans:</b>							
Pass	\$ 1,930,324	\$ 995,062	\$ 1,750,753	\$ 166,929	\$ 2,364,792	\$ 1,441,670	\$ 8,649,530
Special mention	—	8,303	—	—	9,165	7,155	24,623
Substandard	408	6,426	1,326	209	21,501	11,044	40,914
Doubtful	—	—	—	—	5,121	6,390	11,511
	<u>\$ 1,930,732</u>	<u>\$ 1,009,791</u>	<u>\$ 1,752,079</u>	<u>\$ 167,138</u>	<u>\$ 2,400,579</u>	<u>\$ 1,466,259</u>	<u>\$ 8,726,578</u>
<b>ACI loans:</b>							
Pass	\$ 22,762	\$ 34,440	\$ 30,101	\$ 2,007	\$ 1,156	\$ —	\$ 90,466
Special mention	—	—	509	—	—	—	509
Substandard	2,202	—	152	—	67	—	2,421
Doubtful	—	—	—	—	6	—	6
	<u>\$ 24,964</u>	<u>\$ 34,440</u>	<u>\$ 30,762</u>	<u>\$ 2,007</u>	<u>\$ 1,229</u>	<u>\$ —</u>	<u>\$ 93,402</u>

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**Aging of loans:**

The following table presents an aging of loans as of December 31, 2015 and 2014. Amounts include premiums, discounts and deferred fees and costs (in thousands):

	2015					2014				
	Current	30 - 59 Days Past Due	60 - 89 Days Past Due	90 Days or More Past Due	Total	Current	30 - 59 Days Past Due	60 - 89 Days Past Due	90 Days or More Past Due	Total
<b>New loans:</b>										
1-4 single family residential	\$ 2,922,096	\$ 517	\$ 551	\$ 1,457	\$ 2,924,621	\$ 2,518,357	\$ 4,432	\$ —	\$ 49	\$ 2,522,838
Home equity loans and lines of credit	806	—	—	—	806	1,827	—	—	—	1,827
Multi-family	3,451,973	—	—	—	3,451,973	1,929,546	1,186	—	—	1,930,732
<b>Commercial real estate</b>										
Owner occupied	1,329,131	1,433	4,784	3,599	1,338,947	1,008,576	836	—	379	1,009,791
Non-owner occupied	2,878,218	1,899	—	—	2,880,117	1,752,079	—	—	—	1,752,079
Construction and land	342,477	4,494	—	—	346,971	167,138	—	—	—	167,138
Commercial and industrial	2,739,357	2,235	4,827	22,109	2,768,528	2,396,549	1,696	327	2,007	2,400,579
Commercial lending subsidiaries	2,003,842	3,839	—	4,965	2,012,646	1,458,890	5,208	246	1,915	1,466,259
Consumer	35,078	—	—	—	35,078	26,116	2	10	118	26,246
	<u>\$ 15,702,978</u>	<u>\$ 14,417</u>	<u>\$ 10,162</u>	<u>\$ 32,130</u>	<u>\$ 15,759,687</u>	<u>\$ 11,259,078</u>	<u>\$ 13,360</u>	<u>\$ 583</u>	<u>\$ 4,468</u>	<u>\$ 11,277,489</u>
<b>Non-ACI loans:</b>										
1-4 single family residential	\$ 37,249	\$ 1,415	\$ —	\$ 594	\$ 39,258	\$ 45,959	\$ 602	\$ 563	\$ 41	\$ 47,165
Home equity loans and lines of credit	60,760	1,090	443	4,119	66,412	93,427	1,739	546	3,808	99,520
	<u>\$ 98,009</u>	<u>\$ 2,505</u>	<u>\$ 443</u>	<u>\$ 4,713</u>	<u>\$ 105,670</u>	<u>\$ 139,386</u>	<u>\$ 2,341</u>	<u>\$ 1,109</u>	<u>\$ 3,849</u>	<u>\$ 146,685</u>
<b>ACI loans:</b>										
1-4 single family residential	\$ 661,755	\$ 12,490	\$ 4,950	\$ 19,844	\$ 699,039	\$ 829,412	\$ 18,463	\$ 4,689	\$ 21,958	\$ 874,522
Home equity loans and lines of credit	4,243	127	9	452	4,831	20,474	558	125	1,500	22,657
Multi-family	24,636	—	—	—	24,636	24,964	—	—	—	24,964
<b>Commercial real estate</b>										
Owner occupied	16,567	—	—	—	16,567	34,440	—	—	—	34,440
Non-owner occupied	24,941	—	160	—	25,101	30,746	9	—	7	30,762
Construction and land	—	—	—	—	—	2,007	—	—	—	2,007
Commercial and industrial	1,041	—	21	—	1,062	1,196	3	—	30	1,229
Consumer	10	—	—	—	10	14	—	—	—	14
	<u>\$ 733,193</u>	<u>\$ 12,617</u>	<u>\$ 5,140</u>	<u>\$ 20,296</u>	<u>\$ 771,246</u>	<u>\$ 943,253</u>	<u>\$ 19,033</u>	<u>\$ 4,814</u>	<u>\$ 23,495</u>	<u>\$ 990,595</u>

1-4 single family residential and home equity ACI loans that are contractually delinquent by more than 90 days and accounted for in pools that are on accrual status because discount continues to be accreted totaled \$20 million and \$23 million, respectively, at December 31, 2015 and 2014.

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**Loan Concentrations:**

At December 31, 2015 and 2014, 1-4 single family residential loans outstanding were to customers domiciled in the following states (dollars in thousands):

	2015					
				Percent of Total		
	New Loans	Covered Loans	Total	New Loans	Total Loans	
California	\$ 948,301	\$ 53,048	\$ 1,001,349	32.4%	27.3%	
Florida	422,638	381,897	804,535	14.5%	22.0%	
New York	548,181	23,326	571,507	18.7%	15.6%	
Others	1,005,501	280,026	1,285,527	34.4%	35.1%	
	<u>\$ 2,924,621</u>	<u>\$ 738,297</u>	<u>\$ 3,662,918</u>	<u>100.0%</u>	<u>100.0%</u>	
	2014					
				Percent of Total		
	New Loans	Covered Loans	Total	New Loans	Total Loans	
California	\$ 1,045,430	\$ 66,105	\$ 1,111,535	41.4%	32.3%	
Florida	335,073	483,297	818,370	13.3%	23.8%	
New York	318,484	27,568	346,052	12.6%	10.0%	
Others	823,851	344,717	1,168,568	32.7%	33.9%	
	<u>\$ 2,522,838</u>	<u>\$ 921,687</u>	<u>\$ 3,444,525</u>	<u>100.0%</u>	<u>100.0%</u>	

No other state represented borrowers with more than 4.0% of 1-4 single family residential loans outstanding at December 31, 2015 or 2014. At December 31, 2015, 43.4% and 40.6%, respectively, of loans in the new commercial portfolio were to borrowers in Florida and the New York tri-state area, respectively.

**Foreclosure of residential real estate:**

The carrying amount of foreclosed residential real estate properties included in "Other assets" in the accompanying consolidated balance sheets, all of which are covered, totaled \$9 million and \$14 million at December 31, 2015 and 2014, respectively. The recorded investment in residential mortgage loans in the process of foreclosure at December 31, 2015 and 2014 totaled \$13 million and \$16 million, respectively, all of which were covered loans.

**Troubled debt restructurings:**

Modifications during the years ended December 31, 2015, 2014 and 2013 included interest rate reductions, restructuring of the amount and timing of required periodic payments, extensions of maturity and residential modifications under the U.S. Treasury Department's Home Affordable Modification Program ("HAMP"). Included in TDRs are residential loans to borrowers who have not reaffirmed their debt discharged in Chapter 7 bankruptcy. The total amount of such loans is not material. Modified ACI loans accounted for in pools are not considered TDRs, are not separated from the pools and are not classified as impaired loans. Because of the immateriality of the number and dollar amount of loans modified in TDRs and nature of the modifications, the modifications did not have a material impact on the Company's consolidated financial statements or on the determination of the amount of the ALLL as of or for the years ended December 31, 2015, 2014 and 2013.

**Note 6 FDIC Indemnification Asset**

When the Company recognizes gains or losses related to covered assets in its consolidated financial statements, changes in the estimated amount recoverable from the FDIC under the Loss Sharing Agreements with respect to those gains or losses are also reflected in the consolidated financial statements. Covered loans may be resolved through prepayment, short sale of the underlying collateral, foreclosure, sale of the loans or charge-off. For loans resolved through prepayment, short sale or foreclosure, the difference between consideration received in satisfaction of the loans and the carrying value of the loans is recognized in the consolidated statement of income line item "Income from resolution of covered assets, net." Losses from the

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resolution of covered loans increase the amount recoverable from the FDIC under the Loss Sharing Agreements. Gains from the resolution of covered loans reduce the amount recoverable from the FDIC under the Loss Sharing Agreements. Similarly, differences in proceeds received on the sale of OREO and covered loans and their carrying amounts result in gains or losses and reduce or increase the amount recoverable from the FDIC under the Loss Sharing Agreements. Increases in valuation allowances or impairment charges related to covered assets also increase the amount estimated to be recoverable from the FDIC. These additions to or reductions in amounts recoverable from the FDIC related to transactions in the covered assets are recorded in the consolidated statement of income line item “Net loss on FDIC indemnification” and reflected as corresponding increases or decreases in the FDIC indemnification asset.

In addition, recoveries of previously indemnified losses on commercial loans and gains on the sale of investment securities that were previously covered under the Commercial Shared-Loss Agreement result in reimbursements due to the FDIC. These transactions are included in the tables below. Amounts payable to the FDIC resulting from these transactions are recognized in other liabilities in the accompanying consolidated balance sheets.

The following tables summarize the components of the gains and losses associated with covered assets, along with the related additions to or reductions in the amounts recoverable from the FDIC under the Loss Sharing Agreements, as reflected in the consolidated statements of income for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015		
	Transaction Income (Loss)	Net Loss on FDIC Indemnification	Net Impact on Pre-tax Earnings
Provision for losses on covered loans <sup>(1)</sup>	\$ (2,284)	\$ 1,826	\$ (458)
Income from resolution of covered assets, net	50,658	(40,395)	10,263
Gain on sale of covered loans	34,929	(28,051)	6,878
Loss on covered OREO	(1,014)	678	(336)
	<u>\$ 82,289</u>	<u>\$ (65,942)</u>	<u>\$ 16,347</u>
	2014		
	Transaction Income	Net Loss on FDIC Indemnification	Net Impact on Pre-tax Earnings
Recovery of losses on covered loans <sup>(1)</sup>	\$ 33	\$ (54)	\$ (21)
Income from resolution of covered assets, net	49,082	(39,127)	9,955
Gain on sale of covered loans	20,369	(5,338)	15,031
Gain on covered investment securities available for sale	209	(167)	42
Gain on covered OREO	2,744	(1,710)	1,034
	<u>\$ 72,437</u>	<u>\$ (46,396)</u>	<u>\$ 26,041</u>

(1) Transaction income (loss) for the years ended December 31, 2015 and 2014 includes provisions of \$33 thousand and \$210 thousand, respectively, related to unfunded loan commitments included in other non-interest expense in the accompanying consolidated statements of income.

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	2013		
	Transaction Income (Loss)	Net Loss on FDIC Indemnification	Net Impact on Pre-tax Earnings
Recovery of losses on covered loans	\$ 1,738	\$ (1,574)	\$ 164
Income from resolution of covered assets, net	78,862	(64,793)	14,069
Loss on sale of covered loans	(16,195)	21,021	4,826
Loss on covered investment securities available for sale	(963)	770	(193)
Gain on covered OREO	7,629	(6,062)	1,567
	<u>\$ 71,071</u>	<u>\$ (50,638)</u>	<u>\$ 20,433</u>

For a number of reasons, the gain or loss on FDIC indemnification may not bear the relationship to net income or loss from transactions in the covered assets that might generally be expected based on the Loss Sharing Agreements. These reasons include, but are not limited to, the fact that the amount of indemnification from the resolution of covered loans is generally based on the UPB of the loans rather than carrying value and proceeds in excess of the contractual UPB of the loans are not subject to loss sharing.

Changes in the FDIC indemnification asset and in the liability to the FDIC for recoveries related to assets previously covered under the Commercial Shared-Loss Agreement for the years ended December 31, 2015, 2014 and 2013, were as follows (in thousands):

Balance at December 31, 2012	\$ 1,457,570
Amortization	(36,943)
Reduction for claims filed	(164,872)
Net loss on FDIC indemnification	(50,638)
Balance at December 31, 2013	1,205,117
Amortization	(69,470)
Reduction for claims filed	(114,916)
Net loss on FDIC indemnification	(46,396)
Balance at December 31, 2014	974,335
Amortization	(109,411)
Reduction for claims filed	(59,139)
Net loss on FDIC indemnification	(65,942)
Balance at December 31, 2015	<u>\$ 739,843</u>

The balance at December 31, 2015 and 2014 is reflected in the consolidated balance sheets as follows (in thousands):

	2015	2014
FDIC indemnification asset	\$ 739,880	\$ 974,704
Other liabilities	(37)	(369)
	<u>\$ 739,843</u>	<u>\$ 974,335</u>

**Note 7 Equipment Under Operating Lease**

Equipment under operating lease consists of transportation equipment, primarily railcars. The components of equipment under operating lease as of December 31, 2015 and 2014 are summarized as follows (in thousands):

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	2015	2014
Equipment under operating lease	\$ 509,641	\$ 324,295
Less: accumulated depreciation	(26,123)	(9,737)
Equipment under operating lease, net	<u>\$ 483,518</u>	<u>\$ 314,558</u>

At December 31, 2015, scheduled minimum rental payments under operating leases were as follows (in thousands)

Years Ending December 31:		
2016		\$ 41,264
2017		39,071
2018		33,023
2019		29,666
2020		24,134
Thereafter through 2025		46,063
		<u>\$ 213,221</u>

**Note 8 Premises and Equipment and Lease Commitments**

Premises and equipment are included in other assets in the accompanying consolidated balance sheets and are summarized as follows as of December 31, 2015 and 2014 (in thousands):

	2015	2014
Buildings and improvements	\$ 25,739	\$ 25,739
Leasehold improvements	65,818	61,485
Furniture, fixtures and equipment	35,711	34,056
Computer equipment	16,701	13,555
Software and software licensing rights	33,979	31,672
Aircraft and automobiles	11,686	486
	<u>189,634</u>	<u>166,993</u>
Less: accumulated depreciation	(84,282)	(61,808)
Premises and equipment, net	<u>\$ 105,352</u>	<u>\$ 105,185</u>

Buildings and improvements includes \$11 million related to property under capital lease at both December 31, 2015 and 2014.

Depreciation and amortization expense related to premises and equipment, including amortization of assets recorded under capital leases, was \$22.9 million, \$22.1 million and \$18.2 million for the years ended December 31, 2015, 2014 and 2013, respectively.

The Company leases branch and office facilities under operating leases, most of which contain renewal options under various terms. Total rent expense under operating leases for the years ended December 31, 2015, 2014 and 2013 was \$27.1 million, \$25.4 million, and \$26.0 million, respectively.

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As of December 31, 2015, future minimum rentals under non-cancelable operating leases with initial or remaining terms in excess of one year were as follows (in thousands):

Years ending December 31:	
2016	\$ 22,865
2017	22,740
2018	21,493
2019	20,135
2020	16,291
Thereafter through 2034	73,651
	\$ 177,175

**Note 9 Deposits**

The following table presents average balances and weighted average rates paid on deposits for the years ended December 31, 2015, 2014 and 2013 (dollars in thousands):

	2015		2014		2013	
	Average Balance	Average Rate Paid	Average Balance	Average Rate Paid	Average Balance	Average Rate Paid
<b>Demand deposits:</b>						
Non-interest bearing	\$ 2,732,654	—%	\$ 2,366,621	—%	\$ 1,586,007	—%
Interest bearing	1,169,921	0.49%	773,655	0.42%	582,623	0.46%
Money market	6,313,340	0.57%	4,444,753	0.54%	3,403,276	0.51%
Savings	536,026	0.32%	647,691	0.30%	877,255	0.37%
Time	4,305,857	1.11%	3,716,611	1.18%	2,844,377	1.31%
	\$ 15,057,798	0.61%	\$ 11,949,331	0.61%	\$ 9,293,538	0.65%

Time deposit accounts with balances of \$100,000 or more totaled approximately \$3.5 billion and \$2.9 billion at December 31, 2015 and 2014, respectively. Time deposit accounts with balances of \$250,000 or more totaled \$1.6 billion and \$1.3 billion at December 31, 2015 and 2014, respectively.

The following table presents maturities of time deposits as of December 31, 2015 (in thousands):

Maturing in:	
2016	\$ 2,836,921
2017	1,185,618
2018	258,995
2019	36,111
2020	290,416
Thereafter through 2023	30
	\$ 4,608,091

Included in deposits at December 31, 2015 are public funds deposits of \$2.4 billion and brokered deposits of \$1.1 billion. Investment securities available for sale with a carrying value of \$1.1 billion and a standby letter of credit issued by the FHLB on the Bank's behalf in the amount of \$65 million were pledged as security for public funds deposits at December 31, 2015.

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Interest expense on deposits for the years ended December 31, 2015, 2014 and 2013 was as follows (in thousands):

	2015	2014	2013
Interest bearing demand	\$ 5,782	\$ 3,254	\$ 2,698
Money market	36,005	23,944	17,355
Savings	1,739	1,971	3,265
Time	47,625	43,792	37,248
	<u>\$ 91,151</u>	<u>\$ 72,961</u>	<u>\$ 60,566</u>

**Note 10 Borrowings**

The following table presents information about outstanding FHLB advances as of December 31, 2015 (dollars in thousands):

	Amount	Range of Interest Rates		Weighted Average Rate
		Minimum	Maximum	
Maturing in:				
2016—31 days or less	\$ 1,000,000	0.34%	0.41%	0.37%
2016—Over 31 days	1,730,000	0.32%	0.81%	0.53%
2017	1,130,000	0.35%	1.31%	0.68%
2018	75,000	1.25%	1.25%	1.25%
2020	75,000	1.78%	1.78%	1.78%
Total contractual balance outstanding	4,010,000			
Unamortized modification costs	(1,536)			
Carrying value	<u>\$ 4,008,464</u>			

Deferred modification costs on FHLB advances are being amortized as adjustments to interest expense over the remaining terms of the related advances using the effective yield method. Prior to 2014, acquisition accounting fair value adjustments were also being amortized. The amortization of these adjustments and costs increased interest expense by \$882 thousand, \$882 thousand and \$131 thousand during the years ended December 31, 2015, 2014 and 2013, respectively.

The terms of the Company's security agreement with the FHLB require a specific assignment of collateral consisting of qualifying first mortgage loans, commercial real estate loans, home equity lines of credit and mortgage-backed securities with unpaid principal amounts discounted at various stipulated percentages at least equal to 100% of outstanding FHLB advances. As of December 31, 2015, the Company had pledged investment securities and real estate loans with an aggregate carrying amount of approximately \$7.6 billion as collateral for advances from the FHLB.

At December 31, 2015 and 2014 outstanding senior notes payable and other borrowings consisted of the following (dollars in thousands):

	2015	2014
Principal amount of 4.875% senior notes	\$ 400,000	\$ —
Unamortized discount and debt issuance costs	(7,674)	—
	<u>392,326</u>	<u>—</u>
Capital lease obligations	10,219	10,627
	<u>\$ 402,545</u>	<u>\$ 10,627</u>

The senior notes mature on November 17, 2025 with interest payable semiannually. The notes have an effective interest rate of 5.12%, after consideration of issuance discount and costs. The notes may be redeemed by the Company, in whole or in

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part, at any time prior to August 17, 2025 at the greater of a) 100% of the principal balance or b) the sum of the present values of the remaining scheduled payments of principal and interest on the securities discounted to the redemption date at the rate on a United States Treasury security with a maturity comparable to the remaining maturity of notes that would be used to price new issues of corporate debt securities with a maturity comparable to the remaining maturity of the senior notes plus 40 basis points. The senior notes may be redeemed at any time after August 17, 2025 at 100% of principal plus accrued and unpaid interest.

At December 31, 2015, BankUnited had available borrowing capacity at the FHLB of approximately \$2.6 billion, unused borrowing capacity at the FRB of approximately \$179 million and unused Federal funds lines of credit with other financial institutions totaling \$70 million.

**Note 11 Income Taxes**

The components of the provision for income taxes for the years ended December 31, 2015, 2014 and 2013 were as follows (in thousands):

	2015	2014	2013
<b>Current:</b>			
Federal	\$ 18,230	\$ 121,063	\$ 94,724
State	(2,468)	7,549	6,105
	15,762	128,612	100,829
<b>Deferred:</b>			
Federal	20,509	(27,468)	5,028
State	8,962	(12,109)	3,209
	29,471	(39,577)	8,237
	<u>\$ 45,233</u>	<u>\$ 89,035</u>	<u>\$ 109,066</u>

A reconciliation of expected income tax expense at the statutory federal income tax rate of 35% to the Company's effective income tax rate for the years ended December 31, 2015, 2014 and 2013 follows (dollars in thousands):

	2015		2014		2013	
	Amount	Percent	Amount	Percent	Amount	Percent
Tax expense calculated at the statutory federal income tax rate	\$ 103,912	35.00 %	\$ 102,637	35.00 %	\$ 111,301	35.00 %
Increases (decreases) resulting from:						
Income not subject to tax	(14,279)	(4.81)%	(10,056)	(3.43)%	(7,065)	(2.22)%
State income taxes, net of federal tax benefit	12,889	4.34 %	6,259	2.13 %	9,896	3.11 %
Uncertain tax positions - lapse of statute of limitations	(6,166)	(2.08)%	(5,098)	(1.74)%	(3,597)	(1.13)%
Discrete tax benefit	(49,323)	(16.61)%	—	— %	—	— %
Other, net	(1,800)	(0.60)%	(4,707)	(1.60)%	(1,469)	(0.46)%
	<u>45,233</u>	<u>15.24 %</u>	<u>89,035</u>	<u>30.36 %</u>	<u>109,066</u>	<u>34.30 %</u>

A discrete income tax benefit of \$49.3 million was recognized in the year ended December 31, 2015. The tax benefit, predicated on clarifying guidance issued by the IRS in 2015, relates to the Company's ability to claim additional tax basis in certain assets acquired in the FSB Acquisition. The additional tax basis will result in increased taxable losses or reduced taxable income upon the final disposition of those assets.

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The components of deferred tax assets and liabilities at December 31, 2015 and 2014 were as follows (in thousands):

	2015	2014
<b>Deferred tax assets:</b>		
Excess of tax basis over carrying value of acquired loans	\$ 158,931	\$ 152,870
Allowance for loan and lease losses	46,875	37,091
Acquisition costs	10,176	11,257
Net operating loss and tax credit carryforwards	9,051	10,525
Net unrealized losses on derivatives designated as cash flow hedges	12,609	13,836
Equity-based compensation	8,339	7,797
Other	19,077	13,374
Gross deferred tax assets	<u>265,058</u>	<u>246,750</u>
<b>Deferred tax liabilities:</b>		
Net unrealized gains on investment securities available for sale	26,961	43,123
Lease financing, due to differences in depreciation	118,388	71,024
Other	14,132	15,388
Gross deferred tax liabilities	<u>159,481</u>	<u>129,535</u>
Net deferred tax asset	<u>\$ 105,577</u>	<u>\$ 117,215</u>

Based on the evaluation of available evidence, management has concluded that it is more likely than not that the existing deferred tax assets will be realized. The primary factors supporting this conclusion are the amount of taxable income available for carryback and the amount of future taxable income that will result from the scheduled reversal of existing deferred tax liabilities.

At December 31, 2015, remaining net operating loss carryforwards included federal net operating loss carryforwards in the amount of \$14.6 million, expiring from 2029 through 2032 and Florida net operating loss carryforwards in the amount of \$110.5 million, expiring from 2030 through 2035. The Company established deferred tax assets of \$0.9 million and \$2.9 million, respectively, for the years ended December 31, 2015 and 2014 related to Florida net operating losses and recognized current tax benefits of \$0.8 million related to the usage of federal net operating losses for each of the years ended December 31, 2015, 2014 and 2013.

Deferred tax benefits of \$2.0 million and \$2.4 million were recognized for the years ended December 31, 2015 and 2014 related to enacted changes in state tax laws.

In 2015, the Company invested in affordable housing limited partnerships which generate federal Low Income Housing Tax Credits and other tax benefits. The balance of these investments, included in other assets in the accompanying consolidated balance sheet, was \$59 million at December 31, 2015. Unfunded commitments for affordable housing investments, included in other liabilities in the accompanying consolidated balance sheet, were \$52 million at December 31, 2015. The maximum exposure to loss as a result of the Company's involvement with these limited partnerships at December 31, 2015 was approximately \$60 million. While the Company believes potential losses from these investments are remote, the maximum exposure was determined by assuming a scenario where the projects completely fail and do not meet certain government compliance requirements resulting in recapture of the related tax credits. These investments did not have a significant impact on income tax expense for the year ended December 31, 2015.

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The Company has a liability for unrecognized tax benefits relating to uncertain state tax positions in several jurisdictions. A reconciliation of the beginning and ending amount of gross unrecognized tax benefits for the years ended December 31, 2015, 2014 and 2013 follows (in thousands):

	2015	2014	2013
Balance, beginning of period	\$ 36,622	\$ 21,898	\$ 24,790
Additions for tax positions related to the current year	2,909	3,797	699
Additions for tax positions related to prior periods	11,618	22,089	—
Reductions due to settlements with taxing authorities	(246)	(3,807)	—
Reductions due to lapse of the statute of limitations	(5,438)	(4,739)	(3,340)
	45,465	39,238	22,149
Interest and penalties	(2,053)	(2,616)	(251)
Balance, end of period	\$ 43,412	\$ 36,622	\$ 21,898

As of December 31, 2015, 2014, and 2013, the Company had \$27.0 million, \$21.3 million and \$10.0 million of unrecognized state tax benefits, net of federal tax benefits, that if recognized would have impacted the effective tax rate. Unrecognized tax benefits related to state income tax contingencies that may decrease during the 12 months subsequent to December 31, 2015, as a result of settlements with taxing authorities, range from zero to \$23.9 million. In the absence of such settlements, unrecognized tax benefits may increase during the 12 months subsequent to December 31, 2015.

Interest and penalties related to unrecognized tax benefits are included in the provision for income taxes in the consolidated statements of income. At December 31, 2015 and 2014, accrued interest and penalties included in the consolidated balance sheets, net of federal tax benefits, were \$1.4 million and \$3.2 million, respectively. The total amounts of interest and penalties, net of federal tax benefits, recognized through income tax expense were \$(1.8) million, \$(2.3) million and \$(0.3) million in 2015, 2014 and 2013, respectively.

The Company and its subsidiaries file a consolidated federal income tax return as well as combined state income tax returns where combined filings are required. Income tax returns for the tax years ended December 31, 2015, 2014, 2013 and 2012 remain subject to examination in the U.S. Federal and various state tax jurisdictions. The tax years ended December 31, 2009, 2010 and 2011 remain subject to examination by certain states.

## Note 12 Derivatives and Hedging Activities

The Company uses interest rate swaps to manage interest rate risk related to liabilities that expose the Company to variability in cash flows due to changes in interest rates. The Company enters into LIBOR-based interest rate swaps that are designated as cash flow hedges with the objective of limiting the variability of interest payment cash flows resulting from changes in the benchmark interest rate LIBOR. The effective portion of changes in the fair value of interest rate swaps designated as cash flow hedging instruments is reported in AOCI and subsequently reclassified into interest expense in the same period in which the related interest on the floating-rate debt obligations affects earnings.

The Company also enters into interest rate derivative contracts with certain of its commercial borrowers to enable those borrowers to manage their exposure to interest rate fluctuations. To mitigate interest rate risk associated with these derivative contracts, the Company enters into offsetting derivative contract positions with primary dealers. These interest rate derivative contracts are not designated as hedging instruments; therefore, changes in the fair value of these derivatives are recognized immediately in earnings. The impact on earnings related to changes in fair value of these derivatives for the years ended December 31, 2015, 2014 and 2013 was not material.

The Company may be exposed to credit risk in the event of non-performance by the counterparties to its interest rate derivative agreements. The Company assesses the credit risk of its financial institution counterparties by monitoring publicly available credit rating and financial information. The Company manages dealer credit risk by entering into interest rate derivatives only with primary and highly rated counterparties, the use of International Swaps and Derivatives Association ("ISDA") master agreements and counterparty limits. The agreements contain bilateral collateral arrangements with the amount of collateral to be posted generally governed by the settlement value of outstanding swaps. The Company manages the risk of default by its borrower counterparties through its normal loan underwriting and credit monitoring policies and procedures. The

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Company does not currently anticipate any losses from failure of interest rate derivative counterparties to honor their obligations.

The following tables set forth certain information concerning the Company's interest rate contract derivative financial instruments and related hedged items at December 31, 2015 and 2014 (dollars in thousands):

2015								
	Hedged Item	Weighted Average Pay Rate	Weighted Average Receive Rate	Weighted Average Remaining Life in Years	Notional Amount	Balance Sheet Location	Fair Value	
							Asset	Liability
Derivatives designated as cash flow hedges:								
Pay-fixed interest rate swaps	Variability of interest cash flows on variable rate borrowings	1.62%	3-Month Libor	2.6	1,805,000	Other liabilities	\$ 3,442	\$ (12,347)
Pay-fixed forward-starting interest rate swaps	Variability of interest cash flows on variable rate borrowings	3.43%	3-Month Libor	11.5	300,000	Other liabilities	—	(26,274)
Derivatives not designated as hedges:								
Pay-fixed interest rate swaps		4.08%	Indexed to 1-month Libor	7.0	663,311	Other liabilities	225	(30,514)
Pay-variable interest rate swaps		Indexed to 1-month Libor	4.08%	7.0	663,311	Other assets	30,514	(225)
Interest rate caps purchased, indexed to 1-month Libor			2.85%	2.2	139,786	Other assets	164	—
Interest rate caps sold, indexed to 1-month Libor		2.85%		2.2	139,786	Other liabilities	—	(164)
					\$ 3,711,194		\$ 34,345	\$ (69,524)
2014								
	Hedged Item	Weighted Average Pay Rate	Weighted Average Receive Rate	Weighted Average Remaining Life in Years	Notional Amount	Balance Sheet Location	Fair Value	
							Asset	Liability
Derivatives designated as cash flow hedges:								
Pay-fixed interest rate swaps	Variability of interest cash flows on certificates of deposit	3.11%	12-Month Libor	0.8	\$ 225,000	Other liabilities	\$ —	\$ (5,741)
Pay-fixed interest rate swaps	Variability of interest cash flows on variable rate borrowings	1.61%	3-Month Libor	2.8	1,505,000	Other assets / Other liabilities	4,083	(19,639)
Pay-fixed forward-starting interest rate swaps	Variability of interest cash flows on variable rate borrowings	3.43%	3-Month Libor	12.5	300,000	Other liabilities	—	(18,115)
Derivatives not designated as hedges:								
Pay-fixed interest rate swaps and caps		4.34%	Indexed to 1-month Libor	6.3	537,368	Other assets / Other liabilities	60	(25,622)
Pay-variable interest rate swaps and caps		Indexed to 1-month Libor	4.34%	6.3	537,368	Other assets / Other liabilities	25,622	(60)
					\$ 3,104,736		\$ 29,765	\$ (69,177)

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During the years ended December 31, 2015, 2014 and 2013, the amount of loss reclassified from AOCI into interest expense (effective portion) was \$26.5 million, \$26.7 million and \$21.8 million, respectively.

During the years ended December 31, 2015, 2014 and 2013, no derivative positions designated as cash flow hedges were discontinued and none of the gains and losses reported in AOCI were reclassified into earnings as a result of the discontinuance of cash flow hedges or because of the early extinguishment of debt. As of December 31, 2015, the amount expected to be reclassified from AOCI into income during the next twelve months was \$12.8 million.

Some of the Company's ISDA master agreements with financial institution counterparties contain provisions that permit either counterparty to terminate the agreements and require settlement in the event that regulatory capital ratios fall below certain designated thresholds, upon the initiation of other defined regulatory actions or upon suspension or withdrawal of the Bank's credit rating. Currently, there are no circumstances that would trigger these provisions of the agreements.

The Company does not offset assets and liabilities under master netting agreements for financial reporting purposes. Information on interest rate swaps subject to these agreements is as follows at December 31, 2015 and 2014 (in thousands):

	2015					
	Gross Amounts Recognized	Gross Amounts Offset in Balance Sheet	Net Amounts Presented in Balance Sheet	Gross Amounts Not Offset in Balance Sheet		Net Amount
				Derivative Instruments	Collateral Pledged	
Derivative assets	\$ 3,830	\$ —	\$ 3,830	\$ (3,605)	\$ —	\$ 225
Derivative liabilities	(69,135)	—	(69,135)	3,605	65,530	—
	<u>\$ (65,305)</u>	<u>\$ —</u>	<u>\$ (65,305)</u>	<u>\$ —</u>	<u>\$ 65,530</u>	<u>\$ 225</u>
	2014					
	Gross Amounts Recognized	Gross Amounts Offset in Balance Sheet	Net Amounts Presented in Balance Sheet	Gross Amounts Not Offset in Balance Sheet		Net Amount
				Derivative Instruments	Collateral Pledged	
Derivative assets	\$ 4,143	\$ —	\$ 4,143	\$ (4,143)	\$ —	\$ —
Derivative liabilities	(69,117)	—	(69,117)	4,143	64,974	—
	<u>\$ (64,974)</u>	<u>\$ —</u>	<u>\$ (64,974)</u>	<u>\$ —</u>	<u>\$ 64,974</u>	<u>\$ —</u>

The difference between the amounts reported for interest rate swaps subject to master netting agreements and the total fair value of interest rate contract derivative financial instruments reported in the consolidated balance sheets is related to interest rate contracts entered into with borrowers not subject to master netting agreements.

At December 31, 2015, the Company had pledged investment securities available for sale with a carrying amount of \$49 million and cash on deposit of \$39 million as collateral for interest rate swaps in a liability position. No financial collateral was pledged by counterparties to the Company for interest rate swaps in an asset position. The amount of collateral required to be posted varies based on the settlement value of outstanding swaps and in some cases may include initial margin requirements.

The Company enters into commitments to fund residential mortgage loans with the intention that these loans will subsequently be sold into the secondary market. A mortgage loan commitment binds the Company to lend funds to a potential borrower at a specified interest rate within a specified period of time, generally 30 to 75 days. These commitments are considered derivative instruments. The notional amount of outstanding mortgage loan commitment derivatives was \$4 million and \$3 million at December 31, 2015 and 2014, respectively. Outstanding derivative loan commitments expose the Company to the risk that the price of the loans arising from exercise of the commitments might decline from inception of the commitment to funding of the loan. To protect against the price risk inherent in derivative loan commitments, the Company utilizes "best efforts" forward loan sale commitments. Under a "best efforts" contract, the Company commits to deliver an individual mortgage loan to an investor if the loan to the underlying borrower closes. Generally, the price the investor will pay the

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Company for a loan is specified prior to the loan being funded. These commitments are considered derivative instruments once the underlying loans are funded. The notional amount of forward loan sale commitment derivatives was \$2 million and \$1 million at December 31, 2015 and 2014, respectively. The fair value of loan commitment and forward sale commitment derivatives was nominal at December 31, 2015 and 2014.

**Note 13 Stockholders' Equity**

***Accumulated Other Comprehensive Income***

Changes in AOCI are summarized as follows for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015		
	Before Tax	Tax Effect	Net of Tax
Unrealized gains on investment securities available for sale:			
Net unrealized holding loss arising during the period	\$ (34,470)	\$ 12,813	\$ (21,657)
Amounts reclassified to gain on investment securities available for sale, net	(8,480)	3,350	(5,130)
Net change in unrealized gains on investment securities available for sale	(42,950)	16,163	(26,787)
Unrealized losses on derivative instruments:			
Net unrealized holding loss arising during the period	(22,635)	9,232	(13,403)
Amounts reclassified to interest expense on deposits	4,869	(1,923)	2,946
Amounts reclassified to interest expense on borrowings	21,610	(8,536)	13,074
Net change in unrealized losses on derivative instruments	3,844	(1,227)	2,617
Other comprehensive loss	\$ (39,106)	\$ 14,936	\$ (24,170)
	2014		
	Before Tax	Tax Effect	Net of Tax
Unrealized gains on investment securities available for sale:			
Net unrealized holding gain arising during the period	\$ 3,134	\$ (1,195)	\$ 1,939
Amounts reclassified to gain on investment securities available for sale, net	(3,859)	1,489	(2,370)
Net change in unrealized gains on investment securities available for sale	(725)	294	(431)
Unrealized losses on derivative instruments:			
Net unrealized holding loss arising during the period	(44,086)	17,006	(27,080)
Amounts reclassified to interest expense on deposits	5,675	(2,189)	3,486
Amounts reclassified to interest expense on borrowings	20,996	(8,099)	12,897
Net change in unrealized losses on derivative instruments	(17,415)	6,718	(10,697)
Other comprehensive loss	\$ (18,140)	\$ 7,012	\$ (11,128)

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	2013		
	Before Tax	Tax Effect	Net of Tax
Unrealized gains on investment securities available for sale:			
Net unrealized holding loss arising during the period	\$ (64,330)	\$ 24,784	\$ (39,546)
Amounts reclassified to gain on investment securities available for sale, net	(8,629)	3,329	(5,300)
Net change in unrealized gains on investment securities available for sale	(72,959)	28,113	(44,846)
Unrealized losses on derivative instruments:			
Net unrealized holding gain arising during the period	8,046	(3,104)	4,942
Amounts reclassified to interest expense on deposits	5,140	(1,982)	3,158
Amounts reclassified to interest expense on borrowings	16,687	(6,437)	10,250
Net change in unrealized losses on derivative instruments	29,873	(11,523)	18,350
Other comprehensive loss	\$ (43,086)	\$ 16,590	\$ (26,496)

The categories of AOCI and changes therein are presented below for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	Unrealized Gains on Investment Securities Available for Sale	Unrealized Losses on Derivative Instruments	Total
Balance at December 31, 2012	\$ 113,599	\$ (29,623)	\$ 83,976
Other comprehensive loss	(44,846)	18,350	(26,496)
Balance at December 31, 2013	\$ 68,753	\$ (11,273)	\$ 57,480
Other comprehensive loss	(431)	(10,697)	(11,128)
Balance at December 31, 2014	\$ 68,322	\$ (21,970)	\$ 46,352
Other comprehensive loss	(26,787)	2,617	(24,170)
Balance at December 31, 2015	\$ 41,535	\$ (19,353)	\$ 22,182

**Other**

In conjunction with a previous acquisition, the Company issued 1,834,160 warrants to purchase its common stock. The warrants expire in November 2018 and are exercisable at an exercise price of \$9.47, in exchange for which the holder is entitled to receive 0.0827 shares of BKU common stock and cash of \$1.73.

**Note 14 Equity Based and Other Compensation Plans**

**Description of Equity Based Compensation Plans**

In connection with the IPO of the Company's common stock in 2011, the Company adopted the BankUnited, Inc. 2010 Omnibus Equity Incentive Plan (the "2010 Plan"). In 2014, the Board of Directors and the Company's stockholders approved the BankUnited, Inc. 2014 Omnibus Equity Incentive Plan (the "2014 Plan"). The 2010 Plan and 2014 Plans are administered by the Board of Directors or a committee thereof and provide for the grant of non-qualified stock options, share appreciation rights ("SARs"), restricted shares, deferred shares, performance shares, unrestricted shares and other share-based awards to selected employees, directors or independent contractors of the Company and its affiliates. The number of shares of common stock authorized for award under the 2010 Plan is 7,500,000, of which 23,965 shares remain available for issuance as of December 31, 2015. The number of shares of common stock available for issuance under the 2014 Plan is 4,000,000, of which 3,958,355 shares remain available for issuance as of December 31, 2015. Substantially all of the shares vest in equal annual installments over a period of three years from the date of grant. Shares of common stock delivered under the plans may consist of authorized but unissued shares or previously issued shares reacquired by the Company. The term of a share option or SAR issued under the plans may not exceed ten years from the date of grant and the exercise price may not be less than the fair market value of the Company's common stock at the date of grant. Unvested awards generally become fully vested in the event of a change in control, as defined.

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**Compensation Expense Related to Equity Based Awards**

The following table summarizes compensation cost related to equity based awards for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Compensation cost of equity based awards:			
Unvested and restricted share awards	\$ 15,573	\$ 14,474	\$ 11,618
Option awards	—	609	1,362
Performance share awards	294	550	798
Total compensation cost of equity based awards	15,867	15,633	13,778
Related tax benefits	(5,965)	(5,677)	(5,021)
Compensation cost of equity based awards, net of tax	\$ 9,902	\$ 9,956	\$ 8,757

Unrecognized compensation cost for unvested share awards outstanding at December 31, 2015 totaled \$20.5 million, which will be recognized over a weighted average remaining period of 1.83 years.

**Share Awards**

*Unvested share awards*

A summary of activity related to unvested share awards for the years ended December 31, 2015, 2014 and 2013 follows:

	Number of Share Awards	Weighted Average Grant Date Fair Value
Unvested share awards outstanding, December 31, 2012	1,189,896	\$ 23.61
Granted	109,585	28.77
Vested	(534,363)	24.12
Canceled or forfeited	(58,682)	23.61
Unvested share awards outstanding, December 31, 2013	706,436	24.02
Granted	699,529	31.71
Vested	(465,476)	24.22
Canceled or forfeited	(111,264)	26.51
Unvested share awards outstanding, December 31, 2014	829,225	30.06
Granted	664,928	32.06
Vested	(394,498)	28.72
Canceled or forfeited	(59,270)	29.82
Unvested share awards outstanding, December 31, 2015	1,040,385	\$ 31.86

Included in the table above are 22,913 shares granted in 2013 as employment inducement awards outside of the 2010 and 2014 plans but subject to the same terms and conditions as awards granted under the 2010 and 2014 plans.

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Unvested share awards are generally valued at the closing price of the Company's common stock on the date of grant. The following table summarizes the closing price of the Company's stock on the date of grant for shares granted and the aggregate grant date fair value of shares vesting during the years ended December 31, 2015, 2014, and 2013 (in thousands, except per share data):

	2015	2014	2013
Range of the closing price on date of grant	\$31.35 - \$38.63	\$30.34 - \$34.04	\$24.53 - \$30.72
Aggregate grant date fair value of shares vesting	\$ 11,330	\$ 11,273	\$ 10,714

Substantially all of the shares vest in equal annual installments over a period of three years from the date of grant. Unvested shares participate in dividends declared on the Company's common stock on a one-for-one basis.

*Performance share awards*

Certain of the Company's executive officers are eligible to receive performance share awards at the end of designated performance periods. The dollar value of share awards to be granted is based on the achievement of certain performance criteria pre-established by the Company's Compensation Committee. The number of performance shares to be awarded is variable based on the closing price of the Company's stock on the date of grant; therefore, these awards are initially classified as liability instruments in the Company's consolidated balance sheets. The awards vest over varying schedules of up to three years.

Based on the closing price of the Company's common stock on the date of grant, 41,645, 50,099 and 66,822 performance share awards with aggregate values of \$1.5 million, \$1.5 million and \$2.0 million were granted in 2015, 2014 and 2013, respectively. These shares are included in the summary of activity related to unvested share awards above.

**Option Awards**

A summary of activity related to stock option awards for the years ended December 31, 2015, 2014 and 2013 follows:

	Number of Option Awards	Weighted Average Exercise Price
Option awards outstanding, December 31, 2012	5,698,788	\$ 25.89
Exercised	(539,588)	18.37
Canceled or forfeited	(88,261)	43.30
Option awards outstanding, December 31, 2013	5,070,939	26.38
Exercised	(55,423)	16.71
Canceled or forfeited	(469)	63.74
Option awards outstanding, December 31, 2014	5,015,047	26.49
Exercised	(1,363,895)	26.14
Option awards outstanding and exercisable, December 31, 2015	3,651,152	\$ 26.62

The intrinsic value of options exercised during the years ended December 31, 2015, 2014 and 2013 was \$8.7 million, \$0.9 million, and \$6.1 million, respectively.

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There were no option awards granted during the years ended December 31, 2015, 2014 and 2013. Additional information about options outstanding and exercisable at December 31, 2015 is presented in the following table:

<u>Range of Exercise Prices</u>	<u>Outstanding and Exercisable Options</u>		
	Number of Options	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
\$10.00 - \$13.39	47,250	3.73	\$ 1,177
\$15.94 - \$19.97	89,964	4.41	1,626
\$21.36 - \$22.31	99,617	5.25	1,374
\$27	3,397,105	5.09	30,778
\$63.74	17,216	2.94	—
	3,651,152	5.05	\$ 34,955

***Deferred Compensation Plan***

The Company has a non-qualified deferred compensation plan for a select group of key management or highly compensated employees whereby a participant, upon election, may defer a portion of eligible compensation. The deferred compensation plan provides for discretionary Company contributions. Generally, the Company has elected not to make contributions; however, for a small group of employees, the Company makes contributions equal to 100% of the first 1% plus 70% of the next 5% of eligible compensation deferred. The Company credits each participant's account with income based on either an annual interest rate determined by the Company's Compensation Committee or returns of selected investment portfolios, as elected by the participant. A participant's elective deferrals and interest thereon are at all times 100% vested. Company contributions and interest thereon will become 100% vested upon the earlier of a change in control, as defined, or the participant's death, disability, attainment of normal retirement age or the completion of two years of service. Participant deferrals and any associated earnings will be paid upon separation from service or based on a specified distribution schedule, as elected by the participant. Deferred compensation expense was \$751 thousand, \$543 thousand and \$373 thousand for the years ended December 31, 2015, 2014 and 2013, respectively. Deferred compensation liabilities of \$12 million and \$6 million were included in other liabilities in the accompanying consolidated balance sheets at December 31, 2015 and 2014, respectively.

***BankUnited 401(k) Plan***

The Company sponsors the BankUnited 401(k) Plan, a tax-qualified, deferred compensation plan (the "401(k) Plan"). Under the terms of the 401(k) Plan, eligible employees may contribute a portion of compensation not exceeding the limits set by law. Employees are eligible to participate in the plan after one month of service. The 401(k) Plan allows a matching employer contribution equal to 100% of elective deferrals that do not exceed 1% of compensation, plus 70% of elective deferrals that exceed 1% but are less than 6% of compensation. Matching contributions are fully vested after two years of service. For the years ended December 31, 2015, 2014 and 2013, BankUnited made matching contributions to the 401(k) Plan of approximately \$4.9 million, \$4.5 million and \$4.1 million, respectively.

**Note 15 Regulatory Requirements and Restrictions**

The Company and its banking subsidiaries are subject to various regulatory capital requirements administered by Federal banking agencies. Failure to meet minimum capital requirements can initiate certain mandatory—and possibly additional discretionary—actions by regulators that, if undertaken, could have a direct material effect on the Company's financial statements. Under capital adequacy guidelines and the regulatory framework for prompt corrective action, the Company and its banking subsidiaries must meet specific capital guidelines that involve quantitative measures of assets, liabilities and certain off-balance-sheet items calculated pursuant to regulation. The capital amounts and classification also are subject to qualitative judgments by the regulators about components, risk weightings and other factors. Banking regulations identify five capital categories for insured depository institutions: well-capitalized, adequately capitalized, undercapitalized, significantly undercapitalized and critically undercapitalized. As of December 31, 2015 and 2014, all capital ratios of the Company and its banking subsidiaries exceeded the "well capitalized" levels under the regulatory framework for prompt corrective action.

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Quantitative measures established by regulation to ensure capital adequacy require the Company and its banking subsidiaries to maintain minimum amounts and ratios of total, common equity tier 1 and tier 1 capital (as defined in the regulations) to risk-weighted assets (as defined), and of tier 1 capital to average tangible assets (leverage ratio).

The following tables provide information regarding regulatory capital for the Company and its banking subsidiary as of December 31, 2015 and 2014 (dollars in thousands):

	2015					
	Actual		Required to be Considered Well Capitalized		Required to be Considered Adequately Capitalized	
	Amount	Ratio	Amount	Ratio	Amount	Ratio
<b>BankUnited, Inc.:</b>						
Tier 1 leverage	\$ 2,143,108	9.35%	N/A <sup>(1)</sup>	N/A <sup>(1)</sup>	\$ 917,207	4.00%
Common Equity Tier 1 ("CET1") risk-based capital	\$ 2,143,108	12.58%	\$ 1,107,156	6.50%	\$ 766,492	4.50%
Tier 1 risk-based capital	\$ 2,143,108	12.58%	\$ 1,362,653	8.00%	\$ 1,021,990	6.00%
Total risk based capital	\$ 2,274,910	13.36%	\$ 1,703,317	10.00%	\$ 1,362,653	8.00%
<b>BankUnited:</b>						
Tier 1 leverage	\$ 2,377,689	10.41%	\$ 1,141,845	5.00%	\$ 913,476	4.00%
CET1 risk-based capital	\$ 2,377,689	14.04%	\$ 1,100,455	6.50%	\$ 761,854	4.50%
Tier 1 risk-based capital	\$ 2,377,689	14.04%	\$ 1,354,406	8.00%	\$ 1,015,805	6.00%
Total risk based capital	\$ 2,507,430	14.81%	\$ 1,693,008	10.00%	\$ 1,354,406	8.00%
2014						
	Actual		Required to be Considered Well Capitalized		Required to be Considered Adequately Capitalized	
	Amount	Ratio	Amount	Ratio	Amount	Ratio
	<b>BankUnited, Inc.:</b>					
Tier 1 leverage	\$ 1,937,480	10.70%	N/A <sup>(1)</sup>	N/A <sup>(1)</sup>	\$ 725,784	4.00%
Tier 1 risk-based capital	\$ 1,937,480	15.45%	\$ 752,257	6.00%	\$ 501,505	4.00%
Total risk based capital	\$ 2,039,523	16.27%	\$ 1,253,761	10.00%	\$ 1,003,009	8.00%
<b>BankUnited:</b>						
Tier 1 leverage	\$ 1,636,481	9.10%	\$ 898,708	5.00%	\$ 718,967	4.00%
Tier 1 risk-based capital	\$ 1,636,481	13.18%	\$ 744,754	6.00%	\$ 496,502	4.00%
Total risk based capital	\$ 1,736,076	13.99%	\$ 1,241,256	10.00%	\$ 993,005	8.00%

(1) There is no Tier 1 leverage ratio component in the definition of a well-capitalized bank holding company.

For purposes of risk based capital computations, the FDIC Indemnification asset and the covered assets are risk-weighted at 20% due to the conditional guarantee represented by the Loss Sharing Agreements.

On July 2, 2013 the Federal Reserve Board approved a final rule implementing the Basel III changes to the regulatory capital framework for all U.S. banking organizations. The revised capital rule became effective on January 1, 2015, with a phase-in period extending through January 1, 2019. The rule added another risk-based capital category, CET1 risk-based capital, increased the required tier 1 capital level, increased risk weights for certain of the Company's loans, other assets and off-balance sheet commitments and added some complexity to the risk-based capital calculations. In addition, a capital conservation buffer will be phased in beginning in 2016. When fully phased in on January 1, 2019, in order to avoid limitations on capital distributions, including dividend payments and certain discretionary bonus payments to executive officers, a banking

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organization must hold this capital conservation buffer composed of CET1 capital equal to 2.50% of risk-weighted assets above the amounts required to be adequately capitalized. The adoption of the rule had no impact on the Company's or the Bank's capital categories.

BankUnited is subject to various regulatory restrictions relating to the payment of dividends, including requirements to maintain capital at or above certain minimums, and to remain "well-capitalized" under the prompt corrective action regulations. The Company does not expect that any of these laws, regulations or policies will materially affect the ability of BankUnited to pay dividends in the future.

BankUnited is required by the Board of Governors of the Federal Reserve System to maintain reserve balances in the form of vault cash or deposits with the FRB. At December 31, 2015, the reserve requirement for BankUnited was \$42 million.

**Note 16 Fair Value Measurements**

*Assets and liabilities measured at fair value on a recurring basis*

Following is a description of the methodologies used to estimate the fair values of assets and liabilities measured at fair value on a recurring basis and the level within the fair value hierarchy in which those measurements are typically classified.

*Investment securities available for sale*—Fair value measurements are based on quoted prices in active markets when available; these measurements are classified within level 1 of the fair value hierarchy. These securities typically include U.S. Treasury securities and certain preferred stocks. If quoted prices in active markets are not available, fair values are estimated using quoted prices of securities with similar characteristics, quoted prices of identical securities in less active markets, discounted cash flow techniques, or matrix pricing models. These securities are generally classified within level 2 of the fair value hierarchy and include U.S. Government agency securities, U.S. Government agency and sponsored enterprise mortgage-backed securities, preferred stock investments for which level 1 valuations are not available, corporate debt securities, non-mortgage asset-backed securities, single family rental real estate-backed securities, certain private label residential mortgage-backed securities and CMOs, Re-Remics, private label commercial mortgage-backed securities, collateralized loan obligations and state and municipal obligations. Pricing of these securities is generally primarily spread driven. Observable inputs that may impact the valuation of these securities include benchmark yield curves, credit spreads, reported trades, dealer quotes, bids, issuer spreads, current rating, historical constant prepayment rates, historical voluntary prepayment rates, structural and waterfall features of individual securities, published collateral data, and for certain securities, historical constant default rates and default severities. Investment securities available for sale generally classified within level 3 of the fair value hierarchy include certain private label mortgage-backed securities and trust preferred securities. The Company typically values these securities using third-party proprietary pricing models, primarily discounted cash flow valuation techniques, which incorporate both observable and unobservable inputs. Unobservable inputs that may impact the valuation of these securities include risk adjusted discount rates, projected prepayment rates, projected default rates and projected loss severity.

The Company uses third-party pricing services in determining fair value measurements for investment securities. To obtain an understanding of the methodologies and assumptions used, management reviews written documentation provided by the pricing services, conducts interviews with valuation desk personnel and reviews model results and detailed assumptions used to value selected securities as considered necessary. Management has established a robust price challenge process that includes a review by the treasury front office of all prices provided on a monthly basis. Any price evidencing unexpected month over month fluctuations or deviations from expectations is challenged. If considered necessary to resolve any discrepancies, a price will be obtained from an additional independent valuation source. The Company does not typically adjust the prices provided, other than through this established challenge process. The results of price challenges are subject to review by executive management. The Company has also established a quarterly process whereby prices provided by its primary pricing service for a sample of securities are validated. When there are price discrepancies, the final determination of fair value is based on careful consideration of the assumptions and inputs employed by each of the pricing sources.

*Servicing rights*—Servicing rights for SBA loans are valued using a discounted cash flow methodology incorporating contractually specified servicing fees and market based assumptions about prepayments, default rates and costs of servicing. Prepayment and default assumptions are based on historical industry data for loans with similar characteristics. Assumptions about costs of servicing are based on market convention. Discount rates are based on rates of return implied by observed trades of underlying loans in the secondary market. The significant inputs to the valuation model are based on observable market data, therefore, these fair value measurements are classified within level 2 of the fair value hierarchy.

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*Derivative financial instruments*—Interest rate swaps are predominantly traded in over-the-counter markets and, as such, values are determined using widely accepted discounted cash flow modeling techniques. These discounted cash flow models use projections of future cash payments and receipts that are discounted at mid-market rates. Observable inputs that may impact the valuation of these instruments include LIBOR swap rates and LIBOR forward yield curves. These fair value measurements are generally classified within level 2 of the fair value hierarchy. Loan commitment derivatives are priced based on a bid pricing convention adjusted based on the Company’s historical fallout rates. Fallout rates are a significant unobservable input; therefore, these fair value measurements are classified within level 3 of the fair value hierarchy.

The following tables present assets and liabilities measured at fair value on a recurring basis at December 31, 2015 and 2014 (in thousands):

	2015			
	Level 1	Level 2	Level 3	Total
Investment securities available for sale:				
U.S. Treasury securities	\$ 4,997	\$ —	\$ —	\$ 4,997
U.S. Government agency and sponsored enterprise residential mortgage-backed securities	—	1,178,318	—	1,178,318
U.S. Government agency and sponsored enterprise commercial mortgage-backed securities	—	96,814	—	96,814
Re-Remics	—	89,691	—	89,691
Private label residential mortgage-backed securities and CMOs	—	403,729	140,883	544,612
Private label commercial mortgage-backed securities	—	1,218,740	—	1,218,740
Single family rental real estate-backed securities	—	636,705	—	636,705
Collateralized loan obligations	—	306,877	—	306,877
Non-mortgage asset-backed securities	—	56,500	—	56,500
Preferred stocks	82,613	596	—	83,209
State and municipal obligations	—	361,753	—	361,753
SBA securities	—	273,336	—	273,336
Other debt securities	—	3,455	4,532	7,987
Servicing rights	—	11,548	—	11,548
Derivative assets		34,345	4	34,349
Total assets at fair value	<u>\$ 87,610</u>	<u>\$ 4,672,407</u>	<u>\$ 145,419</u>	<u>\$ 4,905,436</u>
Derivative liabilities	<u>\$ —</u>	<u>\$ 69,524</u>	<u>\$ —</u>	<u>\$ 69,524</u>
Total liabilities at fair value	<u>\$ —</u>	<u>\$ 69,524</u>	<u>\$ —</u>	<u>\$ 69,524</u>

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	2014			
	Level 1	Level 2	Level 3	Total
Investment securities available for sale:				
U.S. Treasury securities	\$ 54,967	\$ —	\$ —	\$ 54,967
U.S. Government agency and sponsored enterprise residential mortgage-backed securities	—	1,524,716	—	1,524,716
U.S. Government agency and sponsored enterprise commercial mortgage-backed securities	—	101,858	—	101,858
Re-Remics	—	183,272	—	183,272
Private label residential mortgage-backed securities and CMOs	—	235,902	168,077	403,979
Private label commercial mortgage-backed securities	—	1,161,485	—	1,161,485
Single family rental real estate-backed securities	—	443,017	—	443,017
Collateralized loan obligations	—	174,332	—	174,332
Non-mortgage asset-backed securities	—	100,068	—	100,068
Preferred stocks	104,754	688	—	105,442
State and municipal obligations	—	15,702	—	15,702
SBA securities	—	308,728	—	308,728
Other debt securities	—	3,210	4,918	8,128
Derivative assets	—	29,765	49	29,814
Total assets at fair value	<u>\$ 159,721</u>	<u>\$ 4,282,743</u>	<u>\$ 173,044</u>	<u>\$ 4,615,508</u>
Derivative liabilities	<u>\$ —</u>	<u>\$ 69,177</u>	<u>\$ 1</u>	<u>\$ 69,178</u>
Total liabilities at fair value	<u>\$ —</u>	<u>\$ 69,177</u>	<u>\$ 1</u>	<u>\$ 69,178</u>

There were no transfers of financial assets between levels of the fair value hierarchy during the years ended December 31, 2015 and 2014.

The following tables reconcile changes in the fair value of assets and liabilities measured at fair value on a recurring basis and classified in level 3 of the fair value hierarchy during the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015		
	Private Label Residential Mortgage-Backed Securities	Other Debt Securities	Derivative Assets (Liabilities), Net
Balance at beginning of period	\$ 168,077	\$ 4,918	\$ 48
Gains (losses) for the period included in:			
Net income	—	—	(44)
Other comprehensive income	(7,469)	(434)	—
Discount accretion	6,524	148	—
Settlements	(26,249)	(100)	—
Transfers into level 3	—	—	—
Transfers out of level 3	—	—	—
Balance at end of period	<u>\$ 140,883</u>	<u>\$ 4,532</u>	<u>\$ 4</u>

**BANKUNITED, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2015**

	2014		
	Private Label Residential Mortgage-Backed Securities	Other Debt Securities	Derivative Assets (Liabilities), Net
Balance at beginning of period	\$ 199,408	\$ 4,601	\$ 32
Gains (losses) for the period included in:			
Net income	—	—	16
Other comprehensive income	(4,890)	235	—
Discount accretion	8,010	173	—
Sales	(7,787)	—	—
Settlements	(26,664)	(91)	—
Transfers into level 3	—	—	—
Transfers out of level 3	—	—	—
Balance at end of period	<u>\$ 168,077</u>	<u>\$ 4,918</u>	<u>\$ 48</u>

	2013		
	Private Label Residential Mortgage-Backed Securities	Other Debt Securities	Derivative Assets (Liabilities), Net
Balance at beginning of period	\$ 243,058	\$ 4,173	\$ (29)
Gains (losses) for the period included in:			
Net income	—	—	61
Other comprehensive income	(2,157)	691	—
Discount accretion	12,470	61	—
Settlements	(53,963)	(324)	—
Transfers into level 3	—	—	—
Transfers out of level 3	—	—	—
Balance at end of period	<u>\$ 199,408</u>	<u>\$ 4,601</u>	<u>\$ 32</u>

Changes in the fair value of derivatives are included in the consolidated statement of income line item “Other non-interest income.”

Securities for which fair value measurements are categorized in level 3 of the fair value hierarchy at December 31, 2015 consisted of pooled trust preferred securities with a fair value of \$5 million and private label residential mortgage-backed securities and CMOs with a fair value of \$141 million. The trust preferred securities are not material to the Company’s financial statements. Private label residential mortgage-backed securities consisted of senior and mezzanine tranches collateralized by prime fixed rate and hybrid 1-4 single family residential mortgages originated before 2005, some of which contain option-arm features. Substantially all of these securities have variable rate coupons. Weighted average subordination levels at December 31, 2015 were 16.0%, 12.8% and 1.6% for investment grade, non-investment grade and option-arm securities, respectively. There were \$28 million of option-arm securities with a subordination level of zero at December 31, 2015.

**BANKUNITED, INC. AND SUBSIDIARIES**  
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The following table provides information about the valuation techniques and unobservable inputs used in the valuation of private label residential mortgage-backed securities and CMOs falling within level 3 of the fair value hierarchy as of December 31, 2015 (dollars in thousands):

	Fair Value at December 31, 2015	Valuation Technique	Unobservable Input	Range (Weighted Average)
Investment grade	\$ 64,010	Discounted cash flow	Voluntary prepayment rate	1.00% - 18.00% (8.47%)
			Probability of default	0.00% - 4.38% (0.98%)
			Loss severity	0.00% - 80.00% (3.21%)
			Discount rate	3.49% - 10.15% (4.28%)
Non-investment grade	\$ 47,359	Discounted cash flow	Voluntary prepayment rate	4.46% - 20.00% (8.91%)
			Probability of default	0.00% - 4.05% (1.45%)
			Loss severity	0.00% - 80.00% (11.42%)
			Discount rate	3.37% - 14.83% (6.23%)
Option-arm (non-investment grade)	\$ 29,514	Discounted cash flow	Voluntary prepayment rate	2.86% - 2.99% (2.89%)
			Probability of default	2.30% - 3.00% (2.83%)
			Loss severity	6.31% - 17.01% (14.34%)
			Discount rate	5.11% - 38.85% (11.06%)

The significant unobservable inputs impacting the fair value measurement of private label residential mortgage-backed securities and CMOs include voluntary prepayment rates, probability of default, loss severity given default and discount rates. Generally, increases in probability of default, loss severity or discount rates would result in a lower fair value measurement. Alternatively, decreases in probability of default, loss severity or discount rates would result in a higher fair value measurement. For securities with less favorable credit characteristics, decreases in voluntary prepayment speeds may be interpreted as a deterioration in the overall credit quality of the underlying collateral and as such, lead to lower fair value measurements. The fair value measurements of those securities with higher levels of subordination will be less sensitive to changes in these unobservable inputs other than discount rates, while securities with lower levels of subordination will show a higher degree of sensitivity to changes in these unobservable inputs other than discount rates. Generally, a change in the assumption used for probability of default is accompanied by a directionally similar change in the assumption used for loss severity given default and a directionally opposite change in the assumption used for voluntary prepayment rate.

*Assets and liabilities measured at fair value on a non-recurring basis*

Following is a description of the methodologies used to estimate the fair values of assets and liabilities that may be measured at fair value on a non-recurring basis, and the level within the fair value hierarchy in which those measurements are typically classified.

*Impaired loans, OREO and other repossessed assets* - The carrying amount of collateral dependent impaired loans is typically based on the fair value of the underlying collateral, which may be real estate or other business assets, less estimated costs to sell. The carrying value of OREO is initially measured based on the fair value of the real estate acquired in foreclosure and subsequently adjusted to the lower of cost or estimated fair value, less estimated cost to sell. Fair values of real estate collateral are typically based on real estate appraisals which utilize market and income approaches to valuation incorporating both observable and unobservable inputs. When current appraisals are not available, the Company may use brokers' price opinions, home price indices or other available information about changes in real estate market conditions to adjust the latest appraised value available. These adjustments to appraised values may be subjective and involve significant management judgment. The fair value of repossessed assets or collateral consisting of other business assets is generally based on appraisals that use market approaches to valuation incorporating primarily unobservable inputs. Fair value measurements related to collateral dependent impaired loans, OREO and other repossessed assets are classified within level 3 of the fair value hierarchy.

*Residential mortgage servicing rights* - Fair value is estimated using a discounted cash flow technique that incorporates market-based assumptions including estimated prepayment speeds, contractual servicing fees, cost to service, discount rates, escrow account earnings, ancillary income, and estimated defaults.

**BANKUNITED, INC. AND SUBSIDIARIES**  
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The following tables present the carrying value of assets for which non-recurring changes in fair value have been recorded for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015				Gains (losses) from Fair Value Changes
	Level 1	Level 2	Level 3	Total	
OREO and repossessed assets	\$ —	\$ —	\$ 7,389	\$ 7,389	\$ (1,206)
Impaired loans	\$ —	\$ —	\$ 30,812	\$ 30,812	\$ (9,865)
Residential mortgage servicing rights	\$ —	\$ 8,469	\$ —	\$ 8,469	\$ (15)

	2014				Gains (losses) from Fair Value Changes
	Level 1	Level 2	Level 3	Total	
OREO	\$ —	\$ —	\$ 10,606	\$ 10,606	\$ (2,791)
Impaired loans	\$ —	\$ —	\$ 11,727	\$ 11,727	\$ 2,539

	2013				Gains (losses) from Fair Value Changes
	Level 1	Level 2	Level 3	Total	
OREO	\$ —	\$ —	\$ 40,570	\$ 40,570	\$ (1,939)
Impaired loans	\$ —	\$ —	\$ 7,320	\$ 7,320	\$ (22,865)

**BANKUNITED, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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The following table presents the carrying value and fair value of financial instruments and the level within the fair value hierarchy in which those measurements are classified at December 31, 2015 and 2014 (dollars in thousands):

	Level	2015		2014	
		Carrying Value	Fair Value	Carrying Value	Fair Value
<b>Assets:</b>					
Cash and cash equivalents	1	\$ 267,500	\$ 267,500	\$ 187,517	\$ 187,517
Investment securities available for sale	1/2/3	4,859,539	4,859,539	4,585,694	4,585,694
Investment securities held to maturity	3	10,000	10,000	10,000	10,000
Non-marketable equity securities	2	219,997	219,997	191,674	191,674
Loans held for sale	2	47,410	50,080	1,399	1,445
<b>Loans:</b>					
Covered	3	804,672	1,535,688	1,039,672	1,763,132
Non-covered	3	15,706,103	15,925,405	11,279,555	11,443,408
FDIC Indemnification asset	3	739,880	361,364	974,704	595,847
Accrued interest receivable	2	47,654	47,654	32,636	32,636
Derivative assets	2/3	34,349	34,349	29,814	29,814
<b>Liabilities:</b>					
Demand, savings and money market deposits	2	\$ 12,330,410	\$ 12,330,410	\$ 9,509,830	\$ 9,509,830
Time deposits	2	4,608,091	4,630,572	4,001,925	4,017,476
FHLB advances	2	4,008,464	4,008,621	3,307,932	3,309,711
Notes and other borrowings	2	402,545	392,219	10,627	10,627
Accrued interest payable	2	5,638	5,638	1,997	1,997
Derivative liabilities	2/3	69,524	69,524	69,178	69,178

The following methods and assumptions were used to estimate the fair value of each class of financial instruments, other than those described above:

The carrying amounts of certain financial instruments approximate fair value due to their short-term nature and generally negligible credit risk. These financial instruments include cash and cash equivalents, accrued interest receivable and accrued interest payable.

*Investment securities held to maturity*

Investment securities held to maturity includes one bond issued by the State of Israel, with fair value obtained from a third party pricing service.

*Non-marketable equity securities*

Non-marketable equity securities include FHLB and FRB stock. There is no market for these securities, which can be liquidated only by redemption by the issuer. These securities are valued at par, which has historically represented the redemption price and is therefore considered to approximate fair value.

*Loans held for sale*

The fair value of conforming residential mortgage loans originated and held for sale is based on pricing currently available to the Company in the secondary market.

The fair value of the portion of small business loans guaranteed by U.S. government agencies being held for sale is estimated using pricing on recent sales of similar loans by the Company in active markets.

**BANKUNITED, INC. AND SUBSIDIARIES**  
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*ACI and non-ACI loans*

Fair values are estimated based on a discounted cash flow analysis. Estimates of future cash flows incorporate various factors that may include the type of loan and related collateral, estimated collateral values, estimated default probability and loss severity given default, internal risk rating, whether the interest rate is fixed or variable, term of loan and whether or not the loan is amortizing. The fair values of loans accounted for in pools are estimated on a pool basis. Other loans may be grouped based on risk characteristics and fair value estimated in the aggregate when applying discounted cash flow valuation techniques. Discount rates for residential loans are based on observable fixed income market data for products with similar credit characteristics. Discount rates for commercial loans reflect indicative yields based on pricing obtained in the commercial loan sale in 2014, adjusted for changes in market rates subsequent to the sale.

*New loans*

Fair values of residential loans are estimated using a discounted cash flow analysis with discount rates based on yields at which similar loans are trading in the secondary market, which reflect assumptions about credit risk. Fair values of commercial and consumer loans are estimated using a discounted cash flow analysis with discount rates based on interest rates currently being offered for loans with similar terms to borrowers of similar credit quality. The ALLL related to commercial and consumer loans is considered a reasonable estimate of the required adjustment to fair value to reflect the impact of credit risk. This estimate may not represent an exit value as defined in ASC 820.

*FDIC indemnification asset*

The fair value of the FDIC indemnification asset has been estimated using a discounted cash flow technique incorporating assumptions about the timing and amount of future projected cash payments from the FDIC related to the resolution of covered assets. The factors that impact estimates of future cash flows are similar to those impacting estimated cash flows from covered loans. The discount rate is determined by adjusting the risk free rate to incorporate uncertainty in the estimate of the timing and amount of future cash flows and illiquidity.

*Deposits*

The fair value of demand deposits, savings accounts and money market deposits is the amount payable on demand at the reporting date. The fair value of time deposits is estimated using a discounted cash flow technique based on rates currently offered for deposits of similar remaining maturities.

*Federal Home Loan Bank advances*

Fair value is estimated by discounting contractual future cash flows using the current rate at which borrowings with similar terms and remaining maturities could be obtained by the Company.

*Senior notes*

Fair value is estimated based on quoted prices of identical securities in less active markets.

**Note 17 Commitments and Contingencies**

The Company issues off-balance sheet financial instruments to meet the financing needs of its customers. These financial instruments include commitments to fund loans, unfunded commitments under existing lines of credit, and commercial and standby letters of credit. These commitments expose the Company to varying degrees of credit and market risk which are essentially the same as those involved in extending loans to customers, and are subject to the same credit policies used in underwriting loans. Collateral may be obtained based on the Company's credit evaluation of the counterparty. The Company's maximum exposure to credit loss is represented by the contractual amount of these commitments. Certain amounts funded under non-cancellable commitments in effect at the date of the FSB Acquisition are covered under the Single Family Shared-Loss Agreement if prescribed conditions are met.

**BANKUNITED, INC. AND SUBSIDIARIES**  
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*Commitments to fund loans*

These are agreements to lend funds to customers as long as there is no violation of any condition established in the contract. Commitments to fund loans generally have fixed expiration dates or other termination clauses and may require payment of a fee. Many of these commitments are expected to expire without being funded and, therefore, the total commitment amounts do not necessarily represent future liquidity requirements.

*Unfunded commitments under lines of credit*

Unfunded commitments under lines of credit include commercial, commercial real estate, home equity and consumer lines of credit to existing customers. Some of these commitments may mature without being fully funded.

*Commercial and standby letters of credit*

Letters of credit are conditional commitments issued by the Company to guarantee the performance of a customer to a third party. These letters of credit are primarily issued to support trade transactions or guarantee arrangements. Fees collected on standby letters of credit represent the fair value of those commitments. The credit risk involved in issuing letters of credit is essentially the same as that involved in extending loan facilities to customers.

Total lending related commitments outstanding at December 31, 2015 were as follows (in thousands):

	<b>Covered</b>	<b>Non-Covered</b>	<b>Total</b>
Commitments to fund loans	\$ —	\$ 521,008	\$ 521,008
Commitments to purchase loans	—	60,265	60,265
Unfunded commitments under lines of credit	17,689	1,661,300	1,678,989
Commercial and standby letters of credit	—	59,240	59,240
	<u>\$ 17,689</u>	<u>\$ 2,301,813</u>	<u>\$ 2,319,502</u>

*Legal Proceedings*

The Company is involved as plaintiff or defendant in various legal actions arising in the normal course of business. In the opinion of management, based upon advice of legal counsel, the likelihood is remote that the impact of these proceedings, either individually or in the aggregate, would be material to the Company's consolidated financial position, results of operations or cash flows.

**BANKUNITED, INC. AND SUBSIDIARIES**  
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**Note 18 Condensed Financial Statements of BankUnited, Inc.**

Condensed financial statements of BankUnited, Inc. are presented below (in thousands):

**Condensed Balance Sheets**

	December 31, 2015	December 31, 2014
<b>Assets:</b>		
Cash and cash equivalents	\$ 82,810	\$ 178,444
Investment securities available for sale, at fair value	79,384	126,888
Investment in BankUnited, N.A.	2,475,629	1,747,992
Deferred tax asset, net	15,336	14,534
Other assets	10,948	8,593
Total assets	\$ 2,664,107	\$ 2,076,451
<b>Liabilities and Stockholders' Equity:</b>		
Notes payable	\$ 392,326	\$ —
Other liabilities	27,883	23,917
Stockholders' equity	2,243,898	2,052,534
Total liabilities and stockholders' equity	\$ 2,664,107	\$ 2,076,451

**Condensed Statements of Income**

	Years Ended December 31,		
	2015	2014	2013
<b>Income:</b>			
Interest and dividends on investment securities available for sale	\$ 4,866	\$ 5,560	\$ 5,647
Service fees from subsidiaries	17,404	15,746	6,293
Equity in earnings of subsidiaries	256,456	208,934	216,240
Other	235	—	68
Total	278,961	230,240	228,248
<b>Expense:</b>			
Interest on borrowings	2,457	—	—
Employee compensation and benefits	22,099	21,388	18,465
Other	4,356	4,571	6,806
Total	28,912	25,959	25,271
Income before income taxes	250,049	204,281	202,977
Provision (benefit) for income taxes	(1,611)	66	(5,959)
Net income	\$ 251,660	\$ 204,215	\$ 208,936

**BANKUNITED, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**Condensed Statements of Cash Flows**

	Years Ended December 31,		
	2015	2014	2013
<b>Cash flows from operating activities:</b>			
Net income	\$ 251,660	\$ 204,215	\$ 208,936
Adjustments to reconcile net income to net cash provided by operating activities:			
Equity in undistributed earnings of subsidiaries	(176,456)	(116,934)	(116,240)
Equity based compensation	16,027	15,551	13,936
Other	1,878	20,804	5,267
Net cash provided by operating activities	93,109	123,636	111,899
<b>Cash flows from investing activities:</b>			
Capital contributions to subsidiary	(575,000)	—	—
Proceeds from repayments, sale, maturities and calls of investment securities available for sale	46,031	7,319	19,851
Other	(285)	(137)	79
Net cash provided by (used in) investing activities	(529,254)	7,182	19,930
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of notes payable	392,252	—	—
Dividends paid	(88,981)	(87,716)	(65,225)
Proceeds from exercise of stock options	35,647	926	9,905
Other	1,593	2,123	2,795
Net cash provided by (used in) financing activities	340,511	(84,667)	(52,525)
Net increase (decrease) in cash and cash equivalents	(95,634)	46,151	79,304
Cash and cash equivalents, beginning of period	178,444	132,293	52,989
Cash and cash equivalents, end of period	\$ 82,810	\$ 178,444	\$ 132,293
<b>Supplemental schedule of non-cash investing and financing activities:</b>			
Dividends declared, not paid	\$ 22,380	\$ 21,968	\$ 21,833

Dividends received by BankUnited, Inc. from the Bank totaled \$80 million, \$92 million and \$100 million for the years ended December 31, 2015, 2014, and 2013, respectively.

**BANKUNITED, INC. AND SUBSIDIARIES**  
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**Note 19 Quarterly Financial Information (Unaudited)**

Financial information by quarter for the years ended December 31, 2015 and 2014 follows (in thousands, except per share data):

	2015				
	Fourth Quarter	Third Quarter	Second Quarter	First Quarter	Total
Interest income	242,402	\$ 223,898	\$ 212,634	\$ 201,882	\$ 880,816
Interest expense	39,407	34,947	31,656	29,154	135,164
Net interest income before provision for loan losses	202,995	188,951	180,978	172,728	745,652
Provision for loan losses	9,924	17,819	8,421	8,147	44,311
Net interest income after provision for loan losses	193,071	171,132	172,557	164,581	701,341
Non-interest income	29,252	31,173	21,058	20,741	102,224
Non-interest expense	136,811	132,269	123,448	114,144	506,672
Income before income taxes	85,512	70,036	70,167	71,178	296,893
Provision for income taxes	29,249	(32,267)	23,530	24,721	45,233
Net income	\$ 56,263	\$ 102,303	\$ 46,637	\$ 46,457	\$ 251,660
Earnings per common share, basic	\$ 0.53	\$ 0.96	\$ 0.44	\$ 0.44	\$ 2.37
Earnings per common share, diluted	\$ 0.52	\$ 0.95	\$ 0.43	\$ 0.44	\$ 2.35

Earnings for the third quarter 2015 benefited from a discrete income tax benefit of \$49.3 million related to the Company's ability to claim additional tax basis in certain assets acquired in the FSB Acquisition.

	2014				
	Fourth Quarter	Third Quarter	Second Quarter	First Quarter	Total
Interest income	\$ 200,227	\$ 201,222	\$ 191,733	\$ 190,562	\$ 783,744
Interest expense	28,725	27,973	25,855	24,098	106,651
Net interest income before provision for loan losses	171,502	173,249	165,878	166,464	677,093
Provision for loan losses	20,523	5,387	7,192	8,403	41,505
Net interest income after provision for loan losses	150,979	167,862	158,686	158,061	635,588
Non-interest income	19,046	14,451	20,478	30,190	84,165
Non-interest expense	108,489	108,933	106,620	102,461	426,503
Income before income taxes	61,536	73,380	72,544	85,790	293,250
Provision for income taxes	14,702	19,813	24,001	30,519	89,035
Net income	\$ 46,834	\$ 53,567	\$ 48,543	\$ 55,271	\$ 204,215
Earnings per common share, basic	\$ 0.45	\$ 0.51	\$ 0.46	\$ 0.53	\$ 1.95
Earnings per common share, diluted	\$ 0.45	\$ 0.51	\$ 0.46	\$ 0.53	\$ 1.95

## **Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None

## **Item 9A. Controls and Procedures**

### *Evaluation of Disclosure Controls and Procedures*

As of the end of the period covered by this Annual Report on Form 10-K, we carried out an evaluation under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Exchange Act Rules 13a-15(e) and 15d-15(e). Based upon that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2015.

### *Changes in Internal Control over Financial Reporting*

None.

### *Management's Report on Internal Control Over Financial Reporting*

Management's report set forth on page F-2 is incorporated herein by reference.

### *Attestation Report of the Registered Public Accounting Firm*

The effectiveness of the Company's internal control over financial reporting as of December 31, 2015 has been audited by KPMG LLP, an independent registered public accounting firm, as stated in their report, which is included in Part II, Item 8 of this Form 10-K on page F-4.

## **Item 9B. Other Information**

None.

## **PART III**

## **Item 10. Directors, Executive Officers and Corporate Governance**

Information regarding the directors and executive officers of BankUnited, Inc. and information regarding Section 16(a) compliance, the Audit and Risk Committee, the Company's code of ethics, background of the directors and director nominations appearing under the captions "Section 16(a) Beneficial Ownership Reporting Compliance," "Committees of the Board of Directors," "Corporate Governance Guidelines, Code of Conduct and Code of Ethics," "Director Nominating Process and Diversity" and "Election of Directors" in the Company's Proxy Statement for the 2016 annual meeting of stockholders is hereby incorporated by reference.

## **Item 11. Executive Compensation**

### *Executive Compensation*

For purposes of Item 402 of Regulation S-K, the "named executive officers" of BankUnited, Inc. for the fiscal year ended December 31, 2015 are John A. Kanas, Chairman, President and Chief Executive Officer; Leslie Lunak, Chief Financial Officer; Rajinder P. Singh, Chief Operating Officer and Director; Thomas M. Cornish, President, Florida Bank of BankUnited, N.A. and Joseph Roberto, President, New York Banking Operations of BankUnited, N.A.

Information appearing under the captions "Director Compensation" and "Executive Compensation" in the 2016 Proxy Statement (other than the "Compensation Committee Report," which is deemed furnished herein by reference) is hereby incorporated by reference.

## **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

Information setting forth the security ownership of certain beneficial owners and management appearing under the caption "Beneficial Ownership of the Company's Common Stock" and information in the "Equity Compensation Plans" table appearing under the caption "Equity Compensation Plan Information" in the 2016 Proxy Statement is hereby incorporated by reference.

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

Information regarding certain related transactions appearing under the captions "Certain Related Party Relationships" and information regarding director independence appearing under the caption "Director Independence" in the 2016 Proxy Statement is hereby incorporated by reference.

**Item 14. Principal Accountant Fees and Services**

Information appearing under the captions "Auditor Fees and Services" and "Policy on Audit and Risk Committee Pre-Approval of Audit and Permissible Non-Audit Services of Independent Auditors" in the 2016 Proxy Statement is hereby incorporated by reference.

## PART IV

### Item 15. Exhibits, Financial Statement Schedules

(a) List of documents filed as part of this report:

- 1) Consolidated Financial Statements and Report of Independent Registered Public Accounting Firm:

See Index on page F-1.

- 2) Financial Statement Schedules:

Financial statement schedules are omitted as not required or not applicable or because the information is included in the Consolidated Financial Statements or notes thereto.

- 3) List of Exhibits:

The exhibit list in the Exhibit Index is incorporated herein by reference as the list of exhibits required as part of this report.

**EXHIBIT INDEX**

Exhibit Number	Description	Location
2.1a	Purchase and Assumption Agreement, dated as of May 21, 2009, among the Federal Deposit Insurance Corporation, Receiver of BankUnited, FSB, Coral Gables, Florida, the Federal Deposit Insurance Corporation and BankUnited (Single Family Shared-Loss Agreement and Commercial and Other Shared-Loss Agreement included as Exhibits 4.15A and 4.15B thereto, respectively)†	Exhibit 2.1a to the Registration Statement on Form S-1 of the Company filed January 18, 2011
2.1b	Addendum to Purchase and Assumption Agreement, dated as of May 21, 2009, by and among the Federal Deposit Insurance Corporation, Receiver of BankUnited, FSB, Coral Gables, Florida, BankUnited, and the Federal Deposit Insurance Corporation	Exhibit 2.1b to the Registration Statement on Form S-1 of the Company filed January 10, 2011
2.1c	Amendment No. 1 to the BankUnited Single Family Shared-Loss Agreement with the FDIC, dated as of November 2, 2010	Exhibit 2.1c to the Registration Statement on Form S-1 of the Company filed January 18, 2011
2.1d	Amendment No. 2 the BankUnited Single Family Shared-Loss Agreement with the FDIC, dated as of December 22, 2010	Exhibit 2.1d to the Registration Statement on Form S-1 of the Company filed January 18, 2011
3.1	Amended and Restated Certificate of Incorporation	Exhibit 3.1 of the Company's Annual Report on Form 10-K filed March 31, 2011
3.2	Amended and Restated By-Laws	Exhibit 3.2 of the Company's Annual Report on Form 10-K filed March 31, 2011
4.1	Specimen common stock certificate	Exhibit 4.1 to the Registration Statement on Form S-1 of the Company filed January 18, 2011
4.2	Indenture dated as of November 17, 2015 between BankUnited, Inc. and U.S. Bank National Association, as trustee	Exhibit 4.1 to the Current Report on Form 8-K of the Company filed November 17, 2015
4.3	First Supplemental Indenture dated as of November 17, 2015 between BankUnited, Inc. and U.S. Bank National Association, as trustee	Exhibit 4.2 to the Current Report on Form 8-K of the Company filed November 17, 2015
4.4	Form of 4.875% Senior Note due 2025 (included as part of Exhibit 4.3 above)	Exhibit 4.3 to the Current Report on Form 8-K of the Company filed November 17, 2015
10.1	BankUnited, N.A. Non-Qualified Deferred Compensation Plan	Exhibit 10.1b of the Company's Annual Report on Form 10-K filed February 26, 2015
10.1a	Amendment to the BankUnited, N.A. Non-Qualified Deferred Compensation Plan	Filed herewith
10.2	BankUnited, Inc. (formerly known as BU Financial Corporation) 2009 Stock Option Plan	Exhibit 10.7 to the Registration Statement on Form S-1 of the Company filed October 29, 2010
10.3a	BankUnited, Inc. 2010 Omnibus Equity Incentive Plan	Exhibit 10.8 to the Registration Statement on Form S-1 of the Company filed January 18, 2011

<b>Exhibit Number</b>	<b>Description</b>	<b>Location</b>
10.3b	BankUnited, Inc. 2014 Omnibus Equity Incentive Plan	Appendix A to the Proxy Statement on Schedule 14A of the Company filed April 11, 2014
10.4a	Registration Rights Agreement by and among BankUnited, Inc., John A. Kanas, Rajinder P. Singh, Douglas J. Pauls and John Bohlsen, and each of the other parties thereto	Exhibit 10.9 to Annual Report on Form 10-K of the Company filed March 31, 2011
10.4b	Amendment No. 1, dated February 29, 2012, to Registration Rights Agreement, dated February 2, 2011, by and among BankUnited, Inc., John A. Kanas, Rajinder P. Singh, Douglas J. Pauls and John Bohlsen, and each of the other parties thereto	Exhibit 10.3 to the Current Report on Form 8-K of the Company filed March 6, 2012
10.5	Form of indemnification agreement between BankUnited, Inc. and each of its directors and executive officers	Exhibit 10.1 to the Current Report on Form 8-K of the Company filed February 16, 2011
10.6	BankUnited, Inc. Policy on Incentive Compensation Arrangements	Exhibit 10.6 of the Company's Annual Report on Form 10-K filed February 26, 2015
10.7	Heritage Bank, N.A. 2008 Stock Incentive Plan	Exhibit 10.1 to the Registration Statement on Form S-8 of the Company filed February 29, 2012
10.8	Stock Warrant Agreement, dated as of November 24, 2008, by Heritage Bank, N.A. in favor of the parties listed on Exhibit A thereto	Exhibit 10.4 to the Current Report on Form 8-K of the Company filed March 6, 2012
10.9	Supplemental Warrant Agreement, dated as of February 29, 2012, by and between BankUnited, Inc. and Heritage Bank, N.A.	Exhibit 10.5 to the Current Report on Form 8-K of the Company filed March 6, 2012
10.10	Amended and Restated Employment Agreement, dated February 2, 2016, by and between BankUnited, Inc. and John A. Kanas	Filed herewith
10.11	Amended and Restated Employment Agreement, dated February 2, 2016, by and between BankUnited, Inc. and Rajinder P. Singh	Filed herewith

<b>Exhibit Number</b>	<b>Description</b>	<b>Location</b>
12.1	Ratio of Earnings to Fixed Charges	Filed herewith
21.1	Subsidiaries of BankUnited, Inc.	Filed herewith
23.1	Consent of KPMG LLP	Filed herewith
31.1	Rule 13a-14(a) Certification of Chief Executive Officer of the Company in accordance with Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
31.2	Rule 13a-14(a) Certification of Chief Financial Officer of the Company in accordance with Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
32.1	Section 1350 Certification of Chief Executive Officer of the Company in accordance with Section 906 of the Sarbanes-Oxley Act of 2002	Filed herewith
32.2	Section 1350 Certification of Chief Financial Officer of the Company in accordance with Section 906 of the Sarbanes-Oxley Act of 2002	Filed herewith
101.INS	XBRL Instance Document	Filed herewith
101.SCH	XBRL Taxonomy Extension Schema	Filed herewith
101.CAL	XBRL Taxonomy Extension Calculation Linkbase	Filed herewith
101.DEF	XBRL Taxonomy Extension Definition Linkbase	Filed herewith
101.LAB	XBRL Taxonomy Extension Label Linkbase	Filed herewith
101.PRE	XBRL Taxonomy Extension Presentation Linkbase	Filed herewith

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† Schedules and similar attachments to the Purchase and Assumption Agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant will furnish supplementally a copy of any omitted schedules or similar attachment to the SEC upon request.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused the report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 26, 2016

**BANKUNITED, INC.**

By: /s/ JOHN A. KANAS

Name: John A. Kanas

Title: *Chairman, President and Chief Executive Officer*

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ JOHN A. KANAS</u> John A. Kanas	Chairman, President and Chief Executive Officer (Principal Executive Officer)	February 26, 2016
<u>/s/ LESLIE N. LUNAK</u> Leslie N. Lunak	Chief Financial Officer (Principal Financial and Accounting Officer)	February 26, 2016
<u>/s/ RAJINDER P. SINGH</u> Rajinder P. Singh	Chief Operating Officer and Director	February 26, 2016
<u>/s/ TERE BLANCA</u> Tere Blanca	Director	February 26, 2016
<u>/s/ EUGENE F. DEMARK</u> Eugene F. Demark	Director	February 26, 2016
<u>/s/ MICHAEL J. DOWLING</u> Michael J. Dowling	Director	February 26, 2016
<u>/s/ DOUGLAS J. PAULS</u> Douglas J. Pauls	Director	February 26, 2016
<u>/s/ A. GAIL PRUDENTI</u> A. Gail Prudenti	Director	February 26, 2016
<u>/s/ SANJIV SOBTI</u> Sanjiv Sobti	Director	February 26, 2016
<u>/s/ A. ROBERT TOWBIN</u> A. Robert Towbin	Director	February 26, 2016
<u>/s/ LYNNE WINES</u> Lynne Wines	Director	February 26, 2016

**EMPLOYMENT AGREEMENT**

**EMPLOYMENT AGREEMENT** (this "Agreement") dated February 2, 2016 by and between BankUnited, Inc., a Delaware corporation (the "Company"), and John A. Kanas ("Executive").

WHEREAS, the Company and Executive previously entered into an Employment Agreement dated August 18, 2010 as amended and restated on August 29, 2012 (the "Original Agreement");

WHEREAS, having taking into consideration the factors set forth in the Company's Policy on Incentive Compensation, the Company has determined that retaining the services of the Executive pursuant to the terms of this Agreement is in the best interests of the Company; and

WHEREAS, the Company and Executive desire to enter into this Agreement setting forth the terms and conditions of Executive's continued employment with the Company and service to BankUnited, a national banking association organized under the laws of the United States of America ("BankUnited").

NOW THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment.

Subject to the provisions of Section 6 of this Agreement, Executive shall continue to be employed by the Company for a period beginning on January 1, 2016 (the "Effective Date") and ending on the third anniversary of the Effective Date (the "Employment Term"), on the terms and subject to the conditions set forth in this Agreement; provided, that commencing on the third anniversary of the Effective Date and on each anniversary thereafter, the Company and Executive may mutually agree to extend the Employment Term for an additional period; provided, further, that if the Employment Term would expire on or following the date of the first public announcement of a transaction or other event that would constitute a "Change in Control" (as defined in the BankUnited, Inc. 2014 Omnibus Equity Incentive Plan, as in effect on the Effective Date) and prior to consummation of such Change in Control, the Employment Term shall be automatically extended for a period of one year from the date the Employment Term would otherwise expire. Notwithstanding the foregoing, the Employment Term shall not be automatically extended on or following the date on which such potential Change in Control is terminated or abandoned.

2. Position.

(a) During the Employment Term, Executive shall serve as Chief Executive Officer of the Company. Executive shall report directly to the board of directors of the Company (the "Board") and shall perform the duties, undertake the responsibilities and exercise the authority customarily performed, undertaken and exercised by persons situated in a similar

executive capacity in a company the size and nature of the Company. If requested, Executive shall also serve as an officer or member of the board of directors of the Company's subsidiaries, in each case, without additional compensation.

(b) During the Employment Term, Executive will devote Executive's business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or materially interfere with the rendition of such services either directly or indirectly, without the prior consent of the Board; provided that nothing herein shall preclude Executive, (i) from engaging in charitable and civic activities, including accepting appointment to or continuing to serve on any board of directors or trustees of any charitable organization or (ii) from continuing to, or subject to the prior approval of the Board, from accepting appointment to serve on any board of directors or trustees of any business corporation; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 7 or 8.

3. Compensation.

(a) Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate of \$1,300,000. Executive's base salary may be increased as may be determined from time to time in the discretion of the Board, taking into account increases in base salary provided to other officers and employees of the Company. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

(b) Annual Incentive. Executive shall be eligible to earn an annual incentive award ("Annual Incentive") pursuant to the terms of the Company's annual incentive plan as in effect from time to time (the "Annual Incentive Plan"). With respect to each twelve month performance period under the Annual Incentive Plan ending during the Employment Term, Executive's target incentive amount equal to 150% of Executive's Base Salary ("Target Annual Incentive"), with the actual Annual Incentive amount to be based upon the achievement of performance criteria that have been established by the compensation committee (the "Compensation Committee") of the Board in consultation with Executive for the applicable performance period and the terms of the Annual Incentive Plan. The Annual Incentive shall be paid as soon as practicable following the Compensation Committee's determination of Executive's Annual Incentive for the completed performance period but in no event later than 60 days following the last day of the performance period to which such Annual Incentive relates.

(c) Long-Term Incentive Awards.

(i) Performance Units. In each calendar year during the Employment Term (generally expected to occur during the first calendar quarter of the year), the Company shall grant to Executive restricted stock units in accordance with this Section 3(c)(i) (the "Performance Units") having a grant date fair value equal to 92.5% of Executive's Base Salary (the "Target LTI Award"), with the final value of each award to be determined by the Compensation Committee as soon as reasonably practicable following the end of the

applicable Performance Period (but in no event later than 60 days following the end of each Performance Period and, in the case of the Performance Period ending on the last day of the Employment Term, notwithstanding the expiration of the Employment Term) based on the level of achievement of pre-established performance criteria with respect to the 3 year period beginning on January 1 of the year in which the Performance Units are granted (each such period, a “Performance Period”). The applicable performance criteria with respect to each Performance Period shall be established by the Compensation Committee in consultation with Executive. The Shares (as defined in the Plan) in respect of each grant of Performance Units shall be issued as soon as reasonably practicable following the end of the applicable Performance Period (but in no event later than 60 days following the end of each Performance Period), subject to Executive’s continued employment with the Company. Each Annual Performance Unit Award shall be subject to the terms and conditions of the Plan and the applicable award agreement, which award agreement shall be substantially in the form attached hereto as Exhibit A; provided, that the performance criteria set forth in subsequent award agreements may be updated by the Compensation Committee at the time of such grant. Notwithstanding anything contained in this Agreement to the contrary, upon the consummation of a Change in Control, the Performance Units shall automatically convert to time-based restricted stock units (“Converted RSUs”) pursuant to the terms of the applicable award agreement, and, following such conversion, shall be treated as a time-based equity awards for purposes of this Agreement.

(ii) Restricted Stock Units. In each calendar year during the Employment Term, Executive shall receive a grant of restricted stock units in accordance with this Section 3(c)(ii) having a grant fair date value equal to 92.5% of Executive’s Base Salary (the “Restricted Stock Units”). Subject to Executive’s continued employment with the Company, except as set forth in the applicable award agreement, one-third (1/3) of such Restricted Stock Units shall vest on December 31 of each of the first three calendar years following the grant date. The Restricted Stock Units shall be subject to the terms and conditions of the Plan and the award agreement attached hereto as Exhibit B.

#### 4. Employee Benefits.

During the Employment Term, Executive shall be entitled to participate in employee benefit plans (other than annual bonus and incentive plans) of the Company and its subsidiaries as in effect from time to time on the same basis as those benefits are generally made available to other senior executives of the Company (the “Benefit Plans”). During the Employment Term, Executive shall also be eligible to receive such perquisites generally made available to senior executives of the Company as determined in the sole and absolute discretion of the Board following consultation with Executive (the “Perquisites”). Notwithstanding anything contained in this Section 4 to the contrary, Executive shall be entitled to participate in the benefit plans and perquisites set forth on Exhibit C hereto (such benefit plans and perquisites (the “Specified Benefits”), together with the Benefit Plans and Perquisites, collectively, the “Employee Benefits”).

#### 5. Business Expenses.

During the Employment Term and in accordance with the Company's policies, Executive shall be entitled to be reimbursed for reasonable and customary business expenses incurred by Executive in connection with the performance of Executive's duties hereunder.

6. Termination.

The Employment Term and Executive's employment hereunder may be terminated by the Company at any time and for any reason upon at least 30 days' advance Notice to Executive (provided, however, that a termination with Cause (as defined below) shall be effective immediately, subject to any applicable procedures set forth in the definition of Cause) and by Executive upon at least 30 days' advance Notice of any such resignation of Executive's employment, other than as a result of Executive's death. Notwithstanding any other provision of this Agreement, the provisions of this Section 6 shall exclusively govern Executive's rights upon termination of employment with the Company and its subsidiaries (except with respect to any equity arrangements, which shall be exclusively governed by the terms of such equity arrangements).

(a) By the Company with Cause or By Executive other than as a result of Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company with Cause and shall terminate automatically upon the effective date of Executive's resignation other than for Good Reason (as defined in Section 6(c)(ii)), provided that (as set forth above) Executive will be required to give the Company at least 30 days' advance Notice of a such a resignation.

(ii) For purposes of this Agreement, "Cause" shall mean Executive's: (A) Personal Dishonesty, (B) Incompetence and Willful Misconduct, (C) willful or intentional failure to perform Specified Duties, (D) willful violation of any law, rule, or regulation (other than Excluded Offenses) or final cease-and-desist order (it being understood that unless Executive is indicted or charged by a court of competent jurisdiction with the applicable violation, the Board shall have the burden of proving the occurrence thereof by clear and convincing evidence), or (E) willful and material breach of any Material Provision of the Agreement. Notwithstanding the above, in each case, "Cause" shall cease to exist for an event on the one hundred eightieth (180<sup>th</sup>) day following the later of (x) its occurrence or (y) the actual knowledge thereof by a majority of the Board (not including Executive or any other employee of the Company and its subsidiaries, if applicable) that the conduct has occurred and, if applicable, such conduct has resulted in the requisite consequences required hereunder, unless the Company has given Executive a Notice thereof prior to such date. A termination of Executive shall not be deemed to be with "Cause" unless and until there shall have been delivered to Executive a copy of a finding approved by a majority of the Board (in each case, not including Executive or any other employee of the Company or its subsidiaries, if applicable), concluding that, in the good faith opinion of such majority, Executive has engaged in the conduct described in one or more of the clauses above, specifying the particulars thereof in reasonable detail and demonstrating that no cure by Executive was effected following giving Executive thirty (30) days to cure such conduct after Notice by the

Company to Executive of such conduct, or, in the case of clause (B) above, to cure the negative impact of such conduct after Notice by the Company to Executive of such conduct, or in the Board's good faith reasonable judgment, no cure is possible at such time (it being understood that the matters in clauses (A) and (D) of this definition shall not be subject to any opportunity to cure) (such notice, a "Cause Notice"). Notwithstanding any provision herein to the contrary, no act, or failure to act, shall be deemed willful or intentional if Executive can demonstrate that Executive acted in a good faith belief that such action was in the best interests of the Company and its subsidiaries.

(iii) For purposes of this Agreement, "Excluded Offenses" shall include any motor vehicle related offenses and any other violation of any law, rule, or regulation that does not constitute a felony.

(iv) For purposes of this Agreement, "Personal Dishonesty" shall mean Executive's theft, embezzlement, fraud or similar conduct with respect to the Company or any of its subsidiaries or its or their property (other than de minimis property).

(v) For purposes of this Agreement, "Incompetence and Willful Misconduct" shall mean Executive's willful, intentional or gross misconduct in connection with his duties to the Company or any of its subsidiaries (other than such failure resulting from Executive's Disability) that results in material adverse harm to the Company and its subsidiaries, taken as a whole.

(vi) For purposes of this Agreement, "Specified Duties" shall mean Executive's duty to follow lawful and reasonable orders of the Board, the failure of which to follow, could reasonably be expected to materially and adversely impact the Company and its subsidiaries taken as a whole (other than such failure resulting from Executive's Disability).

(vii) For purposes of this Agreement, "Material Provision" shall mean Sections 7 and 8 of this Agreement.

(viii) If Executive's employment is terminated by the Company with Cause (or Executive resigns at a time when grounds for Cause exist, provided that the Board shall have delivered a Cause Notice to Executive within ten (10) business days of such termination of employment), or Executive voluntarily resigns without Good Reason, Executive shall be entitled to receive:

(A) the Base Salary, if any, accrued through the date of termination, payable within fifteen days following the date of such termination;

(B) any Annual Incentive awarded by the Board, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 3(b) (except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement, in which case such amount shall be paid as is provided under such arrangement); and

(C) such fully vested and non-forfeitable Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company (the amounts described in clauses (A) through (C) hereof being referred to as the “Accrued Rights”).

Following such termination of Executive’s employment, except as set forth in this Section 6(a)(viii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(b) Disability or Death.

(i) The Employment Term and Executive’s employment hereunder shall terminate upon Executive’s death and may be terminated by the Company by reason of Executive’s Disability. The term “Disability” shall mean: Executive’s inability, for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twelve (12) consecutive month period, to perform Executive’s employment duties hereunder as a result of Executive’s becoming physically or mentally incapacitated. Any question as to the existence of such Disability of Executive as to which Executive and the Company cannot agree shall be verified in writing by a physician selected by the Board and Executive jointly (or if they cannot agree, a physician selected by the Board and reasonably acceptable to Executive). The determination by such physician of Disability that is delivered in writing to the Company and Executive shall be final and conclusive for all purposes of this Agreement.

(ii) Upon termination of Executive’s employment hereunder by reason of either Disability or death, Executive or Executive’s estate (as the case may be) shall be entitled to receive the Accrued Rights.

(iii) Upon termination of Executive’s employment hereunder by reason of either Disability or death:

(A) the Restricted Stock Units (and any other time-based equity awards) shall vest as of the termination date; and

(B) the Performance Units (and any other performance-based equity awards) shall remain outstanding through completion of the applicable performance period and vest based on actual achievement of the performance criteria; provided, that if such termination of employment occurs either on, prior to or following a Change in Control, then, in each case, the Converted RSUs shall vest on the later to occur of the (i) date of such Change in Control and (ii) termination date.

(iv) In addition, upon termination of Executive’s employment hereunder by reason of either Disability or death, Executive (to the extent applicable and to the extent Executive participated in such plans immediately prior to such termination) and Executive’s eligible dependents (to the extent covered under such plan immediately prior to such termination) shall be entitled to receive continued coverage under the Company’s group health

plans (or to the extent such coverage is not permissible under the terms of such plan(s), comparable coverage), at the Company's sole expense, until twenty-four (24) months from Executive's date of termination of employment with the Company (such period, the "Coverage Period"); provided, that if Executive is terminated by reason of Disability and subsequently becomes eligible for comparable coverage under another employer's health plans, the continued coverage under the Company's plans shall be secondary; provided, further, that if such continued coverage cannot be provided under the applicable plan(s) for longer than eighteen months, the Company shall pay Executive (or his estate, as applicable), on the first business day of each month thereafter, an amount equal to the premium subsidy the Company would have otherwise paid on Executive's behalf for such coverage during the balance of the twenty-four month period. The COBRA health care continuation coverage period under Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code"), or any replacement or successor provision of United States tax law, shall run concurrently with the Coverage Period. The benefits described in this Section 6(b)(iv) are hereinafter referred to as the "Continued Benefits."

Following Executive's termination of employment due to death or Disability, except as set forth in this Section 6(b), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(c) By the Company without Cause or Voluntary Resignation by Executive for Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or voluntarily by Executive for Good Reason.

(ii) For purposes of this Agreement, "Good Reason" shall mean: (A) material reduction in Executive's Base Salary, Target Annual Incentive or Specified Benefits; (B) removal of Executive from the position of Chairman of the Board and Chief Executive Officer of the Company or Chief Executive Officer and Chairman of the board of directors of BankUnited (in each case, other than as a result of Cause or Disability); provided, however, that removal of Executive solely from his position as Chairman of any such boards to comply with any regulatory, legal, exchange or similar requirement shall not constitute Good Reason; (C) material diminution in Executive's title, reporting relationship, duties or responsibilities (other than as a result of Cause or Disability); (D) failure of the Company or its subsidiaries to pay any compensation to Executive when due; or (E) relocation of Executive's principal place of employment by more than thirty (30) miles; provided, however, in each case, that no such event shall constitute "Good Reason" unless Executive (x) notifies the Company in writing of the existence of the event constituting Good Reason within sixty (60) days of the occurrence thereof, (y) the event constituting Good Reason is not cured within thirty (30) days from the receipt of such Notice to cure and (z) Executive terminates employment within ninety (90) days following expiration of the 30-day cure period referred to in clause (y) above.

(iii) If, during the Employment Term, Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or Executive resigns for Good Reason, Executive shall be entitled to receive:

(A) the Accrued Rights;

(B) payment of an aggregate amount equal to two (2) times the sum of Executive's (i) Base Salary and (ii) Target Annual Incentive, which aggregate amount shall be payable to Executive in a lump sum within 60 days following Executive's termination of employment; provided, that if such termination of employment occurs on or following a Change in Control, this payment shall instead be in an aggregate amount equal to three (3) times the sum of (i) and (ii) above;

(C) payment of a pro-rated Annual Incentive based on actual achievement of performance objectives for the year of termination, which shall be pro-rated based on the number of days in the calendar year prior to the termination date divided by 365 and payable to Executive at the same time such Annual Incentive is otherwise paid by the Company; provided, that if such termination of employment occurs on or following a Change in Control, this payment shall instead be equal to a pro-rated Annual Incentive based on target performance with proration calculated in the same manner as described above and payable to Executive in a lump sum within 60 days following Executive's termination of employment;

(D) the Restricted Stock Units (and any other time-based equity awards) shall vest as of the termination date;

(E) the Performance Units (and any other performance-based equity awards) shall remain outstanding through completion of the applicable performance period and vest based on actual achievement of the performance criteria; provided, that if such termination of employment occurs either on, prior to or following a Change in Control, then, in each case, the Converted RSUs shall vest on the later to occur of the (i) date of such Change in Control and (ii) termination date; and

(F) the Continued Benefits; provided, that if Executive becomes eligible for comparable coverage under another employer's health plans, the continued coverage under the Company's plans shall be secondary.

The acceleration and amounts payable to Executive under subparagraphs (B), (C), (D), (E) and (F) above, are subject to Executive providing a fully enforceable release of all claims to the Company and its subsidiaries substantially in the form attached hereto as Exhibit D (with any changes necessary to comply with applicable law and/or make the release legally enforceable in the reasonable judgment of the Company) no later than the 59th day following termination of employment (and the Company may, at its sole election, defer the payment of any such amount until the 60th day following termination of employment). Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or by Executive's resignation

for Good Reason, except as set forth in this Section 6(c)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Expiration of the Employment Term; Vesting of Equity Awards. Unless the parties otherwise agree in writing, continuation of Executive's employment with the Company beyond the expiration of the Employment Term shall be deemed an employment at-will and shall not be deemed to extend any of the provisions of this Agreement and Executive's employment may thereafter be terminated at will by either Executive or the Company. Upon any termination of Executive's employment following such expiration, (A) the Restricted Stock Units (and any other time-based equity awards) shall vest as of the termination date and (B) the Performance Units (and any other performance-based equity awards) shall remain outstanding through completion of the applicable performance period and vest based on actual achievement of the performance criteria; provided, that if such termination of employment occurs either on, prior to or following a Change in Control, then, in each case, the Converted RSUs shall vest on the later to occur of the (i) date of such Change in Control and (ii) termination date. Any accrued and vested rights of Executive as of the last day of the Employment Term shall survive any termination of this Agreement or Executive's termination of employment hereunder.

(e) Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by Notice of Termination to the other party hereto in accordance with Section 11(j) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a Notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

(f) Board/Committee Resignation. Upon termination of Executive's employment for any reason, Executive agrees to resign, as of the date of such termination and to the extent applicable, from the Board (and any committees thereof) and the board of directors of BankUnited and any other subsidiary of the Company, if applicable, and agrees to resign as an officer of each of the Company, BankUnited and any subsidiary of the Company.

7. Non-Competition; Non-Solicitation of Employees; Non-Disparagement.

(a) Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its subsidiaries and accordingly agrees as follows:

(i) Executive will not, during the Employment Term and for eighteen months following the termination during the Employment Term of Executive's employment by the Company for Cause or by Executive's voluntary resignation without Good Reason (the "Restricted Period"), directly or indirectly, own, manage, operate, control or participate in the ownership, management, operation or control of, or be connected as an officer, employee, consultant, partner, or director with, any depository institution (as defined in 12 U.S.C. Section 1813(c)(1)) or holding company thereof that (i) has more than 50% of its deposits (as defined in 12 U.S.C. Section 1813(l)) in the State of Florida; (ii) has more than 50% of its branches

(measured by physical presence) in the State of Florida; or (iii) has its principal place of business or headquarters in the State of Florida (a “Competitive Business”).

(ii) During the Restricted Period, Executive will not initiate or respond to communications with any of the employees of the Company or its subsidiaries who earned annually a base salary of \$100,000 or more as a the Company or subsidiary employee during the twelve-month period prior to the termination of such individual’s employment with the Company or its subsidiaries, for the purpose of soliciting such employee to work for any other business, individual, partnership, firm, corporation, or other entity; provided, however, that this prohibition will not apply to general advertising or solicitations made to the public generally that are not specifically targeted at employees of the Company or its subsidiaries.

(iii) Executive will not at any time (whether during or after the Employment Term), other than as required by law or by order of a court or other competent authority, make or publish, or cause any other person to make or publish, any statement that is disparaging or that reflects negatively upon the Company or any of its subsidiaries or affiliates or any of the directors of the Company or BankUnited or that is or reasonably would be expected to be damaging to the reputation or business of the Company or any of its subsidiaries or affiliates or any of the directors of the Company or BankUnited. The Company, on behalf of itself and its respective directors and senior officers agrees that the Company and its directors and senior officers will not at any time (whether during or after the Employment Term), other than as required by law or by order of a court or other competent authority, make or publish, or cause any other person to make or publish, any statement that is disparaging or that reflects negatively upon Executive, or that is or reasonably would be expected to be damaging to the reputation or business of Executive.

Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any person engaged in a Competitive Business which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (x) is not a controlling person of, or a member of a group which controls, such person and (y) does not, directly or indirectly, own 5% or more of any class of securities of such person.

(b) It is expressly understood and agreed that although the parties to this Agreement consider the restrictions contained in this Section 7 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction, that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(c) The period of time during which the provisions of this Section 7 shall be in effect shall be extended by the length of time during which Executive is in breach of the terms hereof as determined by any court of competent jurisdiction on the Company's application for injunctive relief.

8. Confidentiality.

(a) Executive will not at any time (whether during or after the Employment Term) (x) retain or use for the benefit, purposes or account of Executive or any other person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any person outside the Company or its subsidiaries or affiliates (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information – including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals – concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company or its subsidiaries or affiliates on a confidential basis (“Confidential Information”) without the prior written authorization of the Board.

(b) “Confidential Information” shall not include any information that is (i) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (ii) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (iii) required by law to be disclosed (including via subpoena); provided that Executive shall give prompt Notice to the Company of such requirement of law, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(c) Except as required by law, Executive will not disclose to anyone, other than Executive's immediate family, legal or financial advisors or governmental agencies, the existence or contents of this Agreement; provided, that Executive may disclose to any prospective future employer the provisions of this Agreement provided they agree to maintain the confidentiality of such terms.

(d) Upon termination of Executive's employment with the Company for any reason, Executive shall (i) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (ii) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not company property) that contain

Confidential Information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information and Executive's rolodex (or other physical or electronic address book); and (iii) fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information not within Executive's possession or control of which Executive is or becomes aware. Notwithstanding the foregoing, Executive may retain Executive's rolodex and similar address books. To the extent that Executive is provided with a cell phone number by the Company during employment, the Company shall cooperate with Executive in transferring such cell phone number to Executive's individual name following termination.

#### 9. Specific Performance.

Executive acknowledges and agrees that the remedies at law for a breach or threatened breach of any of the provisions of Sections 7 or 8 would be inadequate and the Company and its subsidiaries would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company shall be entitled to seek a temporary or permanent injunction or any other equitable remedy which may then be available.

#### 10. Excise Tax.

(a) If the tax imposed by Section 4999 of the Code, or any similar or successor tax, (the "Excise Tax") would apply absent this Section 10, to any payments, benefits and/or amounts received by Executive as severance benefits or otherwise, including, without limitation, any amounts received or deemed received, within the meaning of any provision of the Code, by Executive as a result of (and not by way of limitation) any automatic vesting, lapse of restrictions and/or accelerated target or performance achievement provisions, or otherwise, applicable to outstanding grants or awards to the Executive under any of the Company's equity incentive plans or agreements (collectively, the "Total Payments"), then, as determined by Executive in his sole discretion, Executive's payments and benefits under this Agreement shall be either (A) paid and delivered in full, or (B) paid and delivered to such lesser extent as would result in no portion of such payments and benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account all applicable federal, state and local income and employment taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits. If the Total Payments are to be reduced in accordance with the preceding sentence, any such reduction shall be applied in the following order: (i) payments that are payable in cash the full amount of which are treated as parachute payments under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity the full amount of which are treated as parachute payments under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and

benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in the foregoing clauses (ii) or (iv) will next be reduced pro-rata.

(b) The calculations required to be made under this section shall be made in writing by the Company's independent public accountant (the "Accountants"). For purposes of making the calculations required by this section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this section. The Company shall bear all costs the Accountants may incur in connection with any calculations contemplated by this section.

#### 11. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof that would direct the application of the laws of any other jurisdiction.

(b) Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings among the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto. If it is determined that it is necessary to amend, modify or alter this Agreement (or the arrangements relating to compensation provided hereunder) in order to comply with applicable legal and/or regulatory requirements or guidance relating to compensation (including any formal and conclusive interpretation thereof by any regulator or agency of competent jurisdiction), the Company and Executive shall cooperate in good faith to implement such amendments, modifications or alterations (it being understood that any such amendments, modifications or alterations shall be implemented in a manner that seeks to preserve to the extent possible the total compensation opportunities intended to be provided hereunder). In the event of any inconsistency between this Agreement and any other plan, program, practice or agreement of which Executive is a participant or a party, this Agreement shall control unless such other plan, program, practice or agreement specifically refers to the provisions of this sentence.

(c) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(e) Assignment. This Agreement, and all of the respective parties' rights and duties hereunder, shall be assignable or delegable only pursuant to a written agreement executed by the parties hereto. Upon such assignment, the rights and obligations of the respective parties hereunder shall become the rights and obligations of such affiliate or successor person or entity.

(f) Set-Off; No Mitigation. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall not be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its subsidiaries. Executive shall not be required to mitigate the amount of any payment provided for pursuant to this Agreement by seeking other employment, and such payments shall not be reduced by any compensation or benefits received from any subsequent employer or other endeavor, except as provided in Section 6(c)(iii)(E).

(g) Compliance with Code Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code ("Section 409A") to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything herein to the contrary, (i) if at the time of Executive's termination of employment with the Company, Executive is a "specified employee" as defined in Section 409A and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A), (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Board that does not cause such an accelerated or additional tax, (iii) to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payment shall be due to Executive under this Agreement on account of any such termination until Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A, and (iv) each amount to be paid or benefit to be provided to Executive pursuant to this Agreement shall be construed as a separate identified payment for purposes of Section 409A. To the extent required to avoid an accelerated or additional tax under Section 409A, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred and the

amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one year may not effect amounts reimbursable or provided in any subsequent year; provided, however, that with respect to any reimbursements for any taxes which Executive would become entitled to under the terms of this Agreement, the payment of such reimbursements shall be made by the Company no later than the end of the calendar year following the calendar year in which Executive remits the related taxes. The Company shall consult with Executive in good faith regarding the implementation of the provisions of this Section 11(g); provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to thereto.

(h) Regulatory Matters.

(i) Notwithstanding anything herein contained to the contrary, any payments to Executive by the Company or BankUnited, whether pursuant to this Agreement or otherwise, are subject to and conditioned upon their compliance with section 18(k) of the Federal Deposit Insurance Act (“FDI Act”), 12 U.S.C. §1828(k), and the Federal Deposit Insurance Corporation (the “FDIC”) regulation 12 C.F.R. part 359, Golden Parachute and Indemnification Payments.

(ii) Notwithstanding anything herein contained to the contrary, if Executive is suspended from office and/or temporarily prohibited from participating in the conduct of the affairs of the Company pursuant to a notice served under section 8(e)(3) or 8(g)(1) of the FDI Act, 12 U. S. C. §1818(e)(3) or 1818(g)(1), the Company’s obligations under this Agreement shall be suspended as of the date of service of such notice, unless stayed by appropriate proceedings.

(iii) Notwithstanding anything herein contained to the contrary, if Executive is removed and/or permanently prohibited from participating in the conduct of the Company’s affairs by an order issued under section 8(e)(4) or 8(g)(1) of the FDI Act, 12 U.S.C. §1818(e)(4) or (g)(1), all prospective obligations of the Company under this Agreement shall terminate as of the effective date of the order, but vested rights and obligations of the Company and Executive shall not be affected.

(iv) Notwithstanding anything herein contained to the contrary, if the Company is in default (within the meaning of section 3(x)(1) of the FDI Act, 12 U.S.C. §1813(x)(1), all prospective obligations of the Company under this Agreement shall terminate as of the date of default, but vested rights and obligations of the Company and Executive shall not be affected.)

(v) Notwithstanding anything herein contained to the contrary, all prospective obligations of the Company hereunder shall be terminated, except to the extent that a continuation of this Agreement is necessary for the continued operation of the Company: (i) by the Office of the Comptroller of the Currency (“OCC”) or the FDIC, at the time the FDIC enters into an agreement to provide assistance to or on behalf of the Company under the authority contained in section 13(c) of the FDI Act, 12 U.S.C. §1823(c); (ii) by the OCC at the

time the OCC approves a supervisory merger to resolve problems related to the operation of the Company. The vested rights and obligations of the parties shall not be affected.

(vi) Compensation provided under this Agreement shall be subject to the terms of any clawback/forfeiture policy adopted by the Company or its subsidiaries as in effect from time to time, as well as any clawback/forfeiture provisions required by law and applicable to the Company or its subsidiaries, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act.

(vii) If and to the extent that any of the foregoing provisions shall cease to be required by applicable law, rule or regulation, the same shall become inoperative as though eliminated by formal amendment of this Agreement.

(i) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. In the event of Executive's death prior to receipt of all amounts payable to Executive (including any unpaid amounts due under Section 6), such amounts shall be paid to Executive's beneficiary designated by him by Notice to the Company or, in the absence of such designation, to Executive's estate.

(j) Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three postal delivery days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that Notice of change of address shall be effective only upon receipt (each such communication, "Notice").

If to the Company, addressed to:

BankUnited, Inc.  
14817 Oak Lane  
Miami Lakes, Florida 33016  
Attention: General Counsel

If to Executive, addressed to the most recent address of Executive set forth in the personnel records of the Company.

(k) Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

(l) Prior Agreements. This Agreement supersedes all prior agreements and understandings (including verbal agreements) between Executive and the Company and/or its

subsidiaries regarding the terms and conditions of Executive's employment with the Company and/or its subsidiaries.

(m) Indemnification and Insurance. Executive shall be covered under the Company's and its subsidiaries' director and officer indemnification insurance policies and, subject to applicable law, shall be provided indemnification to the maximum extent permitted by the Company's and its subsidiaries' charters, by-laws and any other organizational documents and any indemnification agreement between the Company or its subsidiaries and Executive, as applicable, with such insurance coverage and indemnification to be in accordance with the Company's and its subsidiaries' standard practices for senior executive officers but on terms no less favorable than provided to any other senior executive officer or director of the Company or its subsidiaries.

(n) Cooperation. If and to the extent requested by the Company or any of its subsidiaries, Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment with the Company and its subsidiaries. In respect of the foregoing cooperation, the Company shall provide reasonable compensation to Executive and shall reimburse Executive promptly for reasonable out-of-pocket expenses (including travel costs, lodging and meals); provided that such reimbursement shall be made no later than the end of the calendar year after the year in which the expenses are incurred. This provision shall survive any termination of this Agreement.

(o) Key-Man Insurance. The Company shall have the right to insure the life of Executive for the sole benefit of the Company or its subsidiaries in such amounts, and with such terms, as the Board may determine, with all premiums payable thereon to be the obligation of the Company. Executive shall have no interest in any such policy, but agrees to cooperate with the Company in procuring such insurance, including by submitting to physical examinations and executing all necessary documents, provided that no financial obligation is imposed on Executive by any such documents.

(p) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(q) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows this Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BANKUNITED, INC.

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By:  
Title:

EXECUTIVE

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JOHN A. KANAS

**EXHIBIT A**

**Performance Unit Award Agreement**

*[See attached.]*

**EXHIBIT B**

**Restricted Stock Unit Award Agreement**

*[See attached.]*

**EXHIBIT C**  
**BENEFITS AND PERQUISITES**

During the Employment Term, Executive shall be entitled to the following benefits and perquisites:

- Participation in group life, hospitalization, medical, dental, health, accident and short and long term disability plans.
- 4 weeks' annual paid vacation.
- Participation in a nonqualified deferred compensation plan.
- Payment of professional dues and professional membership fees.
- Provision of an automobile, up to a cost of \$2,500 per month, and driver (at market cost), for Executive's use.

## EXHIBIT D

### RELEASE OF CLAIMS

This Release of Claims is entered into by John A. Kanas ("Executive").

WHEREAS, Executive and BankUnited, Inc. with offices at \_\_\_\_\_ (the "Company") entered into an Employment Agreement (the "Employment Agreement") dated February 2, 2016 that provides Executive certain severance and other benefits in the event of an involuntary termination of Executive's employment without Cause or Executive's resignation of employment for Good Reason (each term as defined under the Employment Agreement);

WHEREAS, Executive's employment has so terminated; and

WHEREAS, pursuant to Section 6(c)(iii) of the Employment Agreement, a condition of Executive's entitlement to certain severance and other benefits thereunder is his Employment Agreement to this Release of Claims.

NOW, THEREFORE, in consideration of the severance and other benefits provided under Section 6(c)(iii)(B), (C), (D), (E) and (F) of the Employment Agreement, the sufficiency of which Executive hereby acknowledges, Executive agrees as follows:

1. Executive, for himself and his heirs, assigns, executors and administrators, hereby fully and finally waives, discharges and releases the Company Group (as defined below), including each of the Company Group's past, current and future parents, subsidiaries, and affiliates, and its and their shareholders, members, directors, officers, employees, agents and representatives, and each of their heirs and assigns (collectively, the "Released Parties"), from any and all claims, suits, promises, contracts, liabilities, obligations and damages arising on or prior to the date hereof relating to his employment with the Company Group or his termination therefrom, whether now known or later discovered, which he or anyone acting on his behalf might otherwise have had or asserted, including, but not limited to, any express or implied contract of employment claims (whether written or oral), claims arising under tort, covenant, public policy or otherwise, claims under Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act of 1993, Section 1981 of the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the Americans with Disabilities Act of 1991, as amended, the Older Workers Benefit Protection Act of 1990, the Worker Adjustment and Retraining Notification Act, claims under the laws, including the labor laws of any state or locality, all claims under related common law, statutes, and administrative and executive orders at the federal, state and local levels of government, and any claims to any payments or benefits from employment with the Company Group, including, but not limited to, claims for salary, bonuses, unvested stock options, severance pay, vacation pay or any benefits under the Employee Retirement Income Security Act of 1974, as amended, other than: (i) those benefits set forth in Section 6(c)(iii) of the Employment Agreement, (ii) any rights Executive has to indemnification or coverage under directors' and officers' liability insurance policies, (iii) any direct or indirect holdings of equity in the Company and its subsidiaries or affiliates or any

vested awards (or awards which may vest) which Executive has under any equity, equity-based, profits interest, stock option or similar plan, agreement or program, which equity and awards shall be subject to all the terms and conditions of such documents, and (iv) any claims for accrued and vested benefits under any of the Company Group's employee retirement and welfare benefit plans. In addition, Executive represents that no incident has occurred during his employment with the Company Group that could form the basis for any claim by him against the Company Group under the worker's compensation laws of any jurisdiction. For the purposes of this Release of Claims, the term "Company Group" shall mean the Company and its subsidiaries.

2. Executive represents that he has not brought any charges, claims, demands, suits or actions, known or unknown, in any forum, against the Released Parties related to his employment or his termination (excluding any claims of Executive in respect of his direct and indirect holdings of equity in the Company and its subsidiaries or affiliates); provided, however, that Executive shall not be prevented from challenging or seeking a determination in good faith of the validity of this Release of Claims under ADEA or enforcing any rights he may have under the terms of this Release of Claims or in respect of any claims of Executive in respect of his direct and indirect holdings of equity in the Company and its subsidiaries or affiliates.

3. Executive acknowledges that he is subject to certain post-employment restrictions under the terms of the Employment Agreement, including, without limitation, a non-disparagement covenant pursuant to Section 7(a)(iii) of the Employment Agreement and a confidentiality covenant pursuant to Section 8 of the Employment Agreement and hereby reaffirms his obligations thereunder.

4. Executive affirms that he has returned all of the Company's property in Executive's possession, including, but not limited to, keys, credit cards, cellular phones, computer equipment, software and peripherals and originals or copies of books, records, or other information pertaining to the Company's business. In addition, Executive has returned all electronic documents or records relating to the Company that Executive may have saved to any such cellular phone, laptop computer or other electronic or storage device, whether business or personal, including any presentations stored in hard copy or electronically. Further, if Executive stored any information relating to the Company on a personal computer or other storage device, Executive affirms that he has permanently deleted such information; provided, however, that, prior to deleting that information, Executive printed out one copy and provided it to the Company.

5. This Release of Claims shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof that would direct the application of the laws of any other jurisdiction.

6. Each of the sections contained in this Release of Claims shall be enforceable independently of every other section in this Release of Claims, and the invalidity or unenforceability of any section shall not invalidate or render unenforceable any other section contained in this Release of Claims.

7. This Release of Claims, together with the Employment Agreement, represents the complete agreement between Executive and the Company concerning the subject matter in this Release of Claims and supersedes all prior agreements or understandings, written or oral. This Release of Claims may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives. Executive acknowledges that no representation, statement, promise, inducement, threat or suggestion has been made by any of the Released Parties to influence Executive to sign this Release of Claims except such statements as are expressly set forth herein or in the Employment Agreement.

8. EXECUTIVE ACKNOWLEDGES THAT HE IS RELEASING ALL CLAIMS UNDER ADEA AND HAS BEEN ADVISED, IN WRITING, TO CONSULT WITH AN ATTORNEY OF HIS CHOICE PRIOR TO SIGNING THIS RELEASE OF CLAIMS AND THAT HE HAS CAREFULLY READ AND SIGNED THIS RELEASE OF CLAIMS KNOWINGLY, VOLUNTARILY, AND FREELY, AND WITH SUCH COUNSEL AS HE DEEMED APPROPRIATE. IN ADDITION, EXECUTIVE ACKNOWLEDGES THAT THE CONSIDERATION GIVEN FOR THIS RELEASE OF CLAIMS IS IN ADDITION TO ANYTHING OF VALUE TO WHICH EXECUTIVE IS ALREADY ENTITLED, AND HE HAS BEEN PROVIDED WITH A PERIOD OF UP TO [TWENTY-ONE (21)]/[FORTY-FIVE (45)]<sup>1</sup> DAYS IN WHICH TO CONSIDER WHETHER OR NOT TO ENTER INTO THIS RELEASE OF CLAIMS. FURTHER, EXECUTIVE ACKNOWLEDGES THAT HE HAS BEEN ADVISED OF HIS RIGHT TO REVOKE THIS RELEASE OF CLAIMS DURING THE SEVEN (7)-DAY PERIOD FOLLOWING EXECUTION HEREOF, AND THAT THE RELEASE OF CLAIMS SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE AND NEITHER THE COMPANY NOR ANY OTHER PARTY IS OBLIGATED TO PROVIDE ANY PAYMENTS OR BENEFITS TO EXECUTIVE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

9. Nothing contained herein shall be construed as an admission by the Company Group of any liability of any kind to Executive, all such liability being expressly denied except for obligations of the Company imposed by the Employment Agreement which survive pursuant to this Release of Claims.

John A. Kanas \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

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<sup>1</sup> To be determined at the time of termination.

**BANKUNITED, INC.**  
**2014 OMNIBUS EQUITY INCENTIVE PLAN**  
**FORM PERFORMANCE UNIT AWARD AGREEMENT**

THIS PERFORMANCE UNIT AGREEMENT (this “**Agreement**”), is made effective as of [●], 2016 (the “**Date of Grant**”), by and between BankUnited, Inc., a Delaware corporation (the “**Company**”), and [●] (the “**Participant**”):

RECITALS:

WHEREAS, the Company has adopted the BankUnited, Inc. 2014 Omnibus Equity Incentive Plan (the “**Plan**”);

WHEREAS, the Administrator has determined that, pursuant to Section 10 of the Plan, it is in the best interests of the Company and its shareholders to grant the performance units (the “**Performance Units**”) provided for herein to the Participant pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and Participant entered into an employment agreement dated January [●], 2016 (the “**Employment Agreement**”), which includes certain provisions relating to the Performance Units provided for herein; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have meanings ascribed to such terms in the Plan.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant of Performance Units.

(a) Subject to all of the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Date of Grant, an Award for a target number of [●] Performance Units (the “**Target Award**”). Each Performance Unit represents the right to receive one Share, subject to the terms and conditions set forth in this Agreement and the Plan. The number of Performance Units that the Participant actually earns for the Performance Period (as defined below), up to a maximum of [●],<sup>1</sup> will be determined by the level of achievement of the Performance Goals in accordance with Exhibit A attached hereto.

(b) The Performance Units shall be credited to a separate account maintained for the Participant on the books and records of the Company (the “**Account**”). All amounts credited to the Account shall continue for all purposes to be part of the general assets of the Company.

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<sup>1</sup> Equal to 150% of the Target Award.

2. Performance Period. For purposes of this Agreement, the term “**Performance Period**” shall be the period commencing on January 1, [2016] and ending on December 31, [2018].<sup>2</sup>

3. Performance Goals.

(a) The number of Performance Units earned by the Participant for the Performance Period will be determined at the end of the Performance Period based on the level of achievement of the Performance Goals in accordance with Exhibit A. All determinations related to the Performance Units shall be made by the Committee in its sole discretion.

(b) Promptly following completion of the Performance Period (and no later than sixty (60) days following the end of the Performance Period), the Committee will review and certify in writing (i) whether, and to what extent, the Performance Goals for the Performance Period have been achieved, and (ii) the number of Performance Units that the Participant shall earn, if any, subject to compliance with the requirements of Section 5. Such certification shall be final, conclusive and binding on the Participant, and on all other persons, to the maximum extent permitted by law.

4. Restrictions. neither the Performance Units nor any rights relating thereto may be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered, other than by will or by the laws of descent and distribution, and shall be subject to a risk of forfeiture as described in Section 5, in each case, until such time as the Performance Units are settled in accordance with Section 7. Any attempt by the Participant to transfer any of the Performance Units or any rights in respect of the Performance Units in violation of this Section shall be null and void and without force or effect and upon any such attempted transfer such Performance Units and all of the rights related thereto, shall be immediately forfeited by the Participant without payment of any consideration; provided, that the designation of a beneficiary shall not constitute a sale, assignment, transfer, pledge, hypothecation, disposition or encumbrance.

5. Vesting/Forfeiture.

(a) General. Except as otherwise provided herein, the Performance Units are subject to forfeiture until they vest. Except as otherwise provided herein, the Performance Units will vest and become non-forfeitable on the last day of the Performance Period, subject to (i) achievement of the Performance Goals set forth in Exhibit A attached hereto, and (ii) the Participant’s continuous service with the Company or any of its Affiliates from the Date of Grant through the last day of the Performance Period. The number of Performance Units that vest and become payable under this Agreement shall be determined by the Committee and shall be rounded to the nearest whole Performance Unit. Once vested, the Performance Units become “**Vested Units.**”

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<sup>2</sup> Each performance period will be 3 years.

(b) Change in Control. Notwithstanding any other provisions in this Agreement or the Plan to the contrary, upon the consummation of a Change in Control, Section 5(a)(i) shall become inapplicable and all Performance Units shall automatically convert to time-based restricted share units (“**Converted RSUs**”), subject to the same vesting, forfeiture, payment, termination, and other terms, conditions and restrictions as the Performance Units, other than with respect to (i) dividend awards, which shall be governed by Section 6(c) and (ii) the Performance Goals, which shall cease to apply. The number of Converted RSUs shall be between 100% and 150% of the Target Award, determined in the sole discretion of the Committee; provided, however, that if the Converted RSUs are not assumed or substituted in connection with the Change in Control, 100% of the Converted RSUs shall become Vested Units immediately on the date of such Change in Control.

(c) Termination. Upon termination of the Participant’s service to the Company and its Affiliates, the Performance Units then held by the Participant shall terminate immediately; provided, that if the Participant’s service to the Company and its Affiliates is terminated at any time prior to the completion of the Performance Period (i) by reason of the Participant’s “**Disability**” or death, (ii) by the Company without “**Cause**” or (iii) by the Participant for “**Good Reason**” (each, as defined in the Employment Agreement, as in effect on the Date of Grant), the Performance Units shall remain outstanding through the completion of the Performance Period and shall vest in accordance with Section 5(a). If the Participant’s service to the Company and its Affiliates is terminated under the circumstances described in (i)-(iii) of this Section 5(c), either on, prior to or following a Change in Control, then, in each case, 100% of the Converted RSUs shall become Vested Units on the later to occur of the (x) date of such Change in Control and (y) termination date.

(d) Expiration of the Employment Agreement. Upon termination of the Participant’s service with the Company and its Affiliates for any reason on or following the expiration of the Employment Agreement, the Performance Units shall remain outstanding through the completion of the Performance Period and shall vest in accordance with Section 5(a). If the Participant’s service to the Company and its Affiliates is terminated either on, prior to or following a Change in Control, then, in each case, 100% of the Converted RSUs shall become Vested Units on the later to occur of the (x) date of such Change in Control and (y) termination date.

6. Shareholder Rights; Dividend Awards.

(a) Shareholder Rights. The Participant shall not have any rights as a shareholder with respect to the Shares underlying the Performance Units unless and until the Performance Units vest and are settled by the issuance of such Shares. Upon and following settlement of the Performance Units in Shares, the Participant shall be the record owner of such Shares unless and until such Shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company

(including, without limitation, voting rights and the right to receive dividends with respect to the Shares).

(b) Dividend Award for Performance Units. If, prior to the settlement date, the Company declares a dividend on the Shares, then, on the settlement date of such Performance Units, the Company shall make an additional cash payment, except as otherwise provided in Section 7(a)(ii) below, in an amount equal to the aggregate per Share dividend declared following the Date of Grant through the settlement date multiplied by the number of Shares underlying the Vested Units.

(c) Dividend Award for Converted RSUs. If, after conversion from Performance Units to Converted RSUs but prior to the settlement date, the Company (or its successor) declares a dividend on the Shares underlying the Converted RSUs, then, on the settlement date of such Converted RSUs, the Company shall make an additional cash payment, except as otherwise provided in Section 7(a)(ii) below, in an amount equal to the aggregate per Share dividend declared following the Date of Grant through the settlement date multiplied by the number of Shares underlying the Converted RSU. Any such dividend award shall be subject to the same vesting, forfeiture, payment, termination and other terms, conditions and restrictions as the Converted RSUs. No dividend award in respect of a particular dividend shall be granted with respect to any Converted RSUs which, as of the record date for such dividend, have either been settled or terminated.

7. Settlement. Subject to Section 9 hereof, promptly following the vesting date, and in any event no later than March 15 of the calendar year following the calendar year in which such vesting occurs, the Company shall (a) issue and deliver to the Participant (i) the number of Shares equal to the number of Vested Units or, at the discretion of the Administrator, cash equal to the Fair Market Value of such Shares on the date immediately preceding the settlement date and (ii) cash equal to any dividend award (without interest thereon) or, at the discretion of the Administrator, Shares having a Fair Market Value equal to such dividend award (without interest thereon) and (b) enter the Participant's name on the books of the Company as the shareholder of record with respect to the Shares delivered to the Participant.

8. No Right to Continued Employment. The granting of the Performance Units evidenced hereby and this Agreement shall impose no obligation on the Company or any Affiliate to continue the employment of the Participant and shall not lessen or affect the Company's or any Affiliate's right to terminate the employment of such Participant.

9. Withholding. The Participant shall be required to pay to the Company or any Affiliate and the Company shall have the right and is hereby authorized to withhold from any payment due under this Agreement or under the Plan or from any compensation or other amount owing to the Participant the amount (in cash, Shares, other securities or other property) of any applicable withholding taxes in respect of the Performance Units or any other payment under this Agreement or the Plan or with respect to the Performance Units and to take such other action as may be necessary in the opinion of the Administrator to satisfy all obligations for the payment of such withholding taxes.

10. Notices. Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.
11. Governing Law/Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed therein. Any suit, action or proceeding with respect to this Agreement, or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of New York, and the Company and the Participant hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment. The Participant and the Company hereby irrevocably waive (a) any objections which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of New York, (b) any claim that any such suit, action or proceeding brought in any such court has been brought in any inconvenient forum and (c) any right to a jury trial.
12. Performance Units Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Performance Units are subject to the Plan, as may be amended from time to time, and the terms and provisions of the Plan are hereby incorporated herein by reference.
13. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BANKUNITED, INC.

By: \_\_\_\_\_

Name:

Title:

Agreed and acknowledged:

\_\_\_\_\_  
Participant

### Exhibit A

The Performance Units will be awarded based on the achievement of three (3) equally-weighted performance metrics measured over the Performance Period:

Metric 1		Metric 2		Metric 3	
Metric	Weighting	Metric	Weighting	Metric	Weighting
Relative Operating Income Growth	33%	Relative 3-year Total Shareholder Return	33%	Relative Net Charge-off Ratio	33%

The percentile ranking for each metric will be averaged to calculate the average percentile ranking (“APR”). The APR will determine payout as detailed in the table below:

	APR (% of Target)	Payout	Performance Units
<Target	0-33%	0%	0
Target	34-66%	100%	[ ] <sup>3</sup>
Maximum	67-100%	150%	[ ] <sup>4</sup>

<sup>3</sup> Insert number of Performance Units with a value equal to \$1,202,500 (Kanas) or \$525,000 (Singh) on the Date of Grant

<sup>4</sup> Insert number of Performance Units with a value equal to \$1,803,750 (Kanas) or \$787,500 (Singh) of base salary on the Date of Grant.

**BANKUNITED, INC.**  
**2014 OMNIBUS EQUITY INCENTIVE PLAN**  
**FORM RESTRICTED SHARE UNIT AWARD AGREEMENT**

THIS RESTRICTED SHARE UNIT AGREEMENT (this “**Agreement**”), is made effective as of [●], 2016 (the “**Date of Grant**”), by and between BankUnited, Inc., a Delaware corporation (the “**Company**”), and [●] (the “**Participant**”):

RECITALS:

WHEREAS, the Company has adopted the BankUnited, Inc. 2014 Omnibus Equity Incentive Plan (the “**Plan**”);

WHEREAS, the Administrator has determined that, pursuant to Section 10 of the Plan, it is in the best interests of the Company and its shareholders to grant the restricted share units (the “**RSUs**”) provided for herein to the Participant pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and Participant entered into an employment agreement dated January [●], 2016 (the “**Employment Agreement**”), which includes certain provisions relating to the RSUs provided for herein; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have meanings ascribed to such terms in the Plan.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant of RSUs.

(a) Subject to all of the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Date of Grant, [●] RSUs. Each RSU represents the right to receive one Share, subject to the terms and conditions set forth in this Agreement and the Plan.

(b) The RSUs shall be credited to a separate account maintained for the Participant on the books and records of the Company (the “**Account**”). All amounts credited to the Account shall continue for all purposes to be part of the general assets of the Company.

2. Restrictions. Neither the RSUs nor any rights relating thereto may be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered, other than by will or by the laws of descent and distribution, and shall be subject to a risk of forfeiture as described in Section 3, in each case, until such time as the RSUs are settled in accordance with Section 5. Any attempt by the Participant to transfer any of the RSUs or any rights in respect of the RSUs in violation of this Section shall be null and void and without force or effect and upon any such attempted transfer such RSUs and all of the rights related thereto shall be immediately forfeited by the Participant without payment of any consideration; provided, that the designation of a ben

eficiary shall not constitute a sale, assignment, transfer, pledge, hypothecation, disposition or encumbrance.

3. Vesting/Forfeiture.

(a) General. Except as otherwise provided herein, the RSUs shall vest with respect to one-third (1/3) of the RSUs granted under this Agreement on each of December 31<sup>st</sup> of the year in which the Date of Grant occurs and on December 31<sup>st</sup> of each of the following two years, subject to the Participant's continuous service with the Company or any of its Affiliates on each such vesting date. Once vested, the RSUs become "**Vested Units.**"

(b) Change in Control. Notwithstanding any other provisions in this Agreement to the contrary, one hundred percent (100%) of the RSUs shall become Vested Units immediately upon the occurrence of a Change in Control.

(c) Termination. Upon termination of the Participant's service with the Company and its Affiliates, the RSUs then held by the Participant, other than any Vested Units, shall terminate immediately; provided, that if the Participant's service to the Company and its Affiliates is terminated at any time prior to December 31<sup>st</sup> of the third year following the year in which the Date of Grant occurs (i) by reason of the Participant's "**Disability**" or death, (ii) by the Company without "**Cause**" or (iii) by the Participant for "**Good Reason**" (each, as defined in the Employment Agreement, as in effect on the Date of Grant), one hundred percent (100%) of the RSUs shall become Vested Units immediately upon the occurrence of such termination.

(d) Expiration of the Employment Agreement. Upon termination of the Participant's service with the Company and its Affiliates for any reason on or following the expiration of the Employment Agreement, one hundred percent (100%) of the RSUs shall become Vested Units.

4. Shareholder Rights; Dividend Award.

(a) Shareholder Rights. The Participant shall not have any rights as a shareholder with respect to the Shares underlying the RSUs unless and until the RSUs vest and are settled by the issuance of such Shares. Upon and following settlement of the RSUs in Shares, the Participant shall be the record owner of such Shares unless and until such Shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company (including, without limitation, voting rights and the right to receive dividends with respect to the Shares).

(b) Dividend Award. If, prior to the applicable settlement date, the Company declares a dividend on the Shares underlying the RSUs, then, on such settlement date, the Company shall make an additional cash payment, except as otherwise provided in Section 5(a)(ii), in an amount equal to the aggregate per Share dividend declared following the Date of Grant through such settlement date multiplied by the number of

Shares underlying the Vested Units (the “**Dividend Award**”). The Dividend Award shall be subject to the same vesting, forfeiture, payment, termination and other terms, conditions and restrictions as the RSUs. No Dividend Award in respect of a particular dividend shall be granted with respect to any RSUs which, as of the record date for such dividend, have either been settled or terminated.

5. Settlement of RSUs. Subject to Section 7 hereof, promptly following the vesting date, and in any event no later than March 15 of the calendar year following the calendar year in which such vesting occurs, the Company shall (a) issue and deliver to the Participant (i) the number of Shares equal to the number of Vested Units or, at the discretion of the Administrator, cash equal to the Fair Market Value of such Shares on the date immediately preceding the settlement date and (ii) cash equal to the Dividend Award (without interest thereon) or, at the discretion of the Administrator, Shares having a Fair Market Value equal to the Dividend Award (without interest thereon); and (b) enter the Participant’s name on the books of the Company as the shareholder of record with respect to the Shares delivered to the Participant.

6. No Right to Continued Employment. The granting of the RSUs evidenced hereby and this Agreement shall impose no obligation on the Company or any Affiliate to continue the employment of the Participant and shall not lessen or affect the Company’s or any Affiliate’s right to terminate the employment of such Participant.

7. Withholding. The Participant shall be required to pay to the Company or any Affiliate and the Company shall have the right and is hereby authorized to withhold from any payment due under this Agreement or under the Plan or from any compensation or other amount owing to the Participant the amount (in cash, Shares, other securities or other property) of any applicable withholding taxes in respect of the RSUs, Dividend Award or any other payment under this Agreement or the Plan or with respect to the RSUs and to take such other action as may be necessary in the opinion of the Administrator to satisfy all obligations for the payment of such withholding taxes.

8. Notices. Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

9. Governing Law/Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed therein. Any suit, action or proceeding with respect to this Agreement, or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of New York, and the Company and the Participant hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment. The Participant and the Company hereby irrevocably waive (a) any objections which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of New York, (b) any claim that any such suit, action or proceeding bro

ught in any such court has been brought in any inconvenient forum and (c) any right to a jury trial.

10. RSUs Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The RSUs are subject to the Plan, as may be amended from time to time, and the terms and provisions of the Plan are hereby incorporated herein by reference.

11. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BANKUNITED, INC.

By: \_\_\_\_\_

Name:

Title:

Agreed and acknowledged:

\_\_\_\_\_  
Participant

**EMPLOYMENT AGREEMENT**

**EMPLOYMENT AGREEMENT** (this "Agreement") dated February 2, 2016 by and between BankUnited, Inc., a Delaware corporation (the "Company"), and Rajinder P. Singh ("Executive").

WHEREAS, the Company and Executive previously entered into an Employment Agreement dated August 18, 2010 as amended and restated on August 29, 2012 (the "Original Agreement");

WHEREAS, having taking into consideration the factors set forth in the Company's Policy on Incentive Compensation, the Company has determined that retaining the services of the Executive pursuant to the terms of this Agreement is in the best interests of the Company; and

WHEREAS, the Company and Executive desire to enter into this Agreement setting forth the terms and conditions of Executive's continued employment with the Company and service to BankUnited, a national banking association organized under the laws of the United States of America ("BankUnited").

NOW THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment.

Subject to the provisions of Section 6 of this Agreement, Executive shall continue to be employed by the Company for a period beginning on January 1, 2016 (the "Effective Date") and ending on the third anniversary of the Effective Date (the "Employment Term"), on the terms and subject to the conditions set forth in this Agreement; provided, that commencing on the third anniversary of the Effective Date and on each anniversary thereafter, the Company and Executive may mutually agree to extend the Employment Term for an additional period; provided, further, that if the Employment Term would expire on or following the date of the first public announcement of a transaction or other event that would constitute a "Change in Control" (as defined in the BankUnited, Inc. 2014 Omnibus Equity Incentive Plan, as in effect on the Effective Date) and prior to consummation of such Change in Control, the Employment Term shall be automatically extended for a period of one year from the date the Employment Term would otherwise expire. Notwithstanding the foregoing, the Employment Term shall not be automatically extended on or following the date on which such potential Change in Control is terminated or abandoned.

2. Position.

(a) During the Employment Term, Executive shall serve as Chief Operating Officer of the Company. Executive shall report directly to the Chief Executive Officer of the Company (the "Chief Executive Officer") and shall perform the duties, undertake the responsibilities and exercise the authority customarily performed, undertaken and exercised by

persons situated in a similar executive capacity in a company the size and nature of the Company. If requested, Executive shall also serve as an officer or member of the board of directors of the Company's subsidiaries, in each case, without additional compensation.

(b) During the Employment Term, Executive will devote Executive's business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or materially interfere with the rendition of such services either directly or indirectly, without the prior consent of the board of directors of the Company (the "Board"); provided that nothing herein shall preclude Executive, (i) from engaging in charitable and civic activities, including accepting appointment to or continuing to serve on any board of directors or trustees of any charitable organization or (ii) from continuing to, or subject to the prior approval of the Board, from accepting appointment to serve on any board of directors or trustees of any business corporation; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 7 or 8.

3. Compensation.

(a) Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate of \$700,000. Executive's base salary may be increased as may be determined from time to time in the discretion of the Board, taking into account increases in base salary provided to other officers and employees of the Company. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

(b) Annual Incentive. Executive shall be eligible to earn an annual incentive award ("Annual Incentive") pursuant to the terms of the Company's annual incentive plan as in effect from time to time (the "Annual Incentive Plan"). With respect to each twelve month performance period under the Annual Incentive Plan ending during the Employment Term, Executive's target incentive amount equal to 150% of Executive's Base Salary ("Target Annual Incentive"), with the actual Annual Incentive amount to be based upon the achievement of performance criteria that have been established by the compensation committee (the "Compensation Committee") of the Board in consultation with Executive for the applicable performance period and the terms of the Annual Incentive Plan. The Annual Incentive shall be paid as soon as practicable following the Compensation Committee's determination of Executive's Annual Incentive for the completed performance period but in no event later than 60 days following the last day of the performance period to which such Annual Incentive relates.

(c) Long-Term Incentive Awards.

(i) Performance Units. In each calendar year during the Employment Term (generally expected to occur during the first calendar quarter of the year), the Company shall grant to Executive restricted stock units in accordance with this Section 3(c)(i) (the "Performance Units") having a grant date fair value equal to 75% of Executive's Base Salary (the "Target LTI Award"), with the final value of each award to be determined by the Compensation Committee as soon as reasonably practicable following the end of the applicable Performance Period (but in no event later than 60 days following the end of each

Performance Period and, in the case of the Performance Period ending on the last day of the Employment Term, notwithstanding the expiration of the Employment Term) based on the level of achievement of pre-established performance criteria with respect to the 3 year period beginning on January 1 of the year in with the Performance Units are granted (each such period, a “Performance Period”). The applicable performance criteria with respect to each Performance Period shall be established by the Compensation Committee in consultation with Executive. The Shares (as defined in the Plan) in respect of each grant of Performance Units shall be issued as soon as reasonably practicable following the end of the applicable Performance Period (but in no event later than 60 days following the end of each Performance Period), subject to Executive’s continued employment with the Company. Each Annual Performance Unit Award shall be subject to the terms and conditions of the Plan and the applicable award agreement, which award agreement shall be substantially in the form attached hereto as Exhibit A; provided, that the performance criteria set forth in subsequent award agreements may be updated by the Compensation Committee at the time of such grant. Notwithstanding anything contained in this Agreement to the contrary, upon the consummation of a Change in Control, the Performance Units shall automatically convert to time-based restricted stock units (“Converted RSUs”) pursuant to the terms of the applicable award agreement, and, following such conversion, shall be treated as a time-based equity awards for purposes of this Agreement.

(ii) Restricted Stock Units. In each calendar year during the Employment Term, Executive shall receive a grant of restricted stock units in accordance with this Section 3(c)(ii) having a grant fair date value equal to 75% of Executive’s Base Salary (the “Restricted Stock Units”). Subject to Executive’s continued employment with the Company, except as set forth in the applicable award agreement, one-third (1/3) of such Restricted Stock Units shall vest on December 31 of each of the first three calendar years following the grant date. The Restricted Stock Units shall be subject to the terms and conditions of the Plan and the award agreement attached hereto as Exhibit B.

4. Employee Benefits.

During the Employment Term, Executive shall be entitled to participate in employee benefit plans (other than annual bonus and incentive plans) of the Company and its subsidiaries as in effect from time to time on the same basis as those benefits are generally made available to other senior executives of the Company (the “Benefit Plans”). During the Employment Term, Executive shall also be eligible to receive such perquisites generally made available to senior executives of the Company as determined in the sole and absolute discretion of the Board following consultation with Executive (the “Perquisites”). Notwithstanding anything contained in this Section 4 to the contrary, Executive shall be entitled to participate in the benefit plans and perquisites set forth on Exhibit C hereto (such benefit plans and perquisites (the “Specified Benefits”), together with the Benefit Plans and Perquisites, collectively, the “Employee Benefits”).

5. Business Expenses.

During the Employment Term and in accordance with the Company's policies, Executive shall be entitled to be reimbursed for reasonable and customary business expenses incurred by Executive in connection with the performance of Executive's duties hereunder.

6. Termination.

The Employment Term and Executive's employment hereunder may be terminated by the Company at any time and for any reason upon at least 30 days' advance Notice to Executive (provided, however, that a termination with Cause (as defined below) shall be effective immediately, subject to any applicable procedures set forth in the definition of Cause) and by Executive upon at least 30 days' advance Notice of any such resignation of Executive's employment, other than as a result of Executive's death. Notwithstanding any other provision of this Agreement, the provisions of this Section 6 shall exclusively govern Executive's rights upon termination of employment with the Company and its subsidiaries (except with respect to any equity arrangements, which shall be exclusively governed by the terms of such equity arrangements).

(a) By the Company with Cause or By Executive other than as a result of Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company with Cause and shall terminate automatically upon the effective date of Executive's resignation other than for Good Reason (as defined in Section 6(c)(ii)), provided that (as set forth above) Executive will be required to give the Company at least 30 days' advance Notice of a such a resignation.

(ii) For purposes of this Agreement, "Cause" shall mean Executive's: (A) Personal Dishonesty, (B) Incompetence and Willful Misconduct, (C) willful or intentional failure to perform Specified Duties, (D) willful violation of any law, rule, or regulation (other than Excluded Offenses) or final cease-and-desist order (it being understood that unless Executive is indicted or charged by a court of competent jurisdiction with the applicable violation, the Board shall have the burden of proving the occurrence thereof by clear and convincing evidence), or (E) willful and material breach of any Material Provision of the Agreement. Notwithstanding the above, in each case, "Cause" shall cease to exist for an event on the one hundred eightieth (180<sup>th</sup>) day following the later of (x) its occurrence or (y) the actual knowledge thereof by a majority of the Board (not including Executive or any other employee of the Company and its subsidiaries, if applicable) that the conduct has occurred and, if applicable, such conduct has resulted in the requisite consequences required hereunder, unless the Company has given Executive a Notice thereof prior to such date. A termination of Executive shall not be deemed to be with "Cause" unless and until there shall have been delivered to Executive a copy of a finding approved by a majority of the Board (in each case, not including Executive or any other employee of the Company or its subsidiaries, if applicable), concluding that, in the good faith opinion of such majority, Executive has engaged in the conduct described in one or more of the clauses above, specifying the particulars thereof in reasonable detail and demonstrating that no cure by Executive was effected following giving Executive thirty (30) days to cure such conduct after Notice by the

Company to Executive of such conduct, or, in the case of clause (B) above, to cure the negative impact of such conduct after Notice by the Company to Executive of such conduct, or in the Board's good faith reasonable judgment, no cure is possible at such time (it being understood that the matters in clauses (A) and (D) of this definition shall not be subject to any opportunity to cure) (such notice, a "Cause Notice"). Notwithstanding any provision herein to the contrary, no act, or failure to act, shall be deemed willful or intentional if Executive can demonstrate that Executive acted in a good faith belief that such action was in the best interests of the Company and its subsidiaries.

(iii) For purposes of this Agreement, "Excluded Offenses" shall include any motor vehicle related offenses and any other violation of any law, rule, or regulation that does not constitute a felony.

(iv) For purposes of this Agreement, "Personal Dishonesty" shall mean Executive's theft, embezzlement, fraud or similar conduct with respect to the Company or any of its subsidiaries or its or their property (other than de minimis property).

(v) For purposes of this Agreement, "Incompetence and Willful Misconduct" shall mean Executive's willful, intentional or gross misconduct in connection with his duties to the Company or any of its subsidiaries (other than such failure resulting from Executive's Disability) that results in material adverse harm to the Company and its subsidiaries, taken as a whole.

(vi) For purposes of this Agreement, "Specified Duties" shall mean Executive's duty to follow lawful and reasonable orders of the Board, the failure of which to follow, could reasonably be expected to materially and adversely impact the Company and its subsidiaries taken as a whole (other than such failure resulting from Executive's Disability).

(vii) For purposes of this Agreement, "Material Provision" shall mean Sections 7 and 8 of this Agreement.

(viii) If Executive's employment is terminated by the Company with Cause (or Executive resigns at a time when grounds for Cause exist, provided that the Board shall have delivered a Cause Notice to Executive within ten (10) business days of such termination of employment), or Executive voluntarily resigns without Good Reason, Executive shall be entitled to receive:

(A) the Base Salary, if any, accrued through the date of termination, payable within fifteen days following the date of such termination;

(B) any Annual Incentive awarded by the Board, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 3(b) (except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement, in which case such amount shall be paid as is provided under such arrangement); and

(C) such fully vested and non-forfeitable Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company (the amounts described in clauses (A) through (C) hereof being referred to as the “Accrued Rights”).

Following such termination of Executive’s employment, except as set forth in this Section 6(a)(viii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(b) Disability or Death.

(i) The Employment Term and Executive’s employment hereunder shall terminate upon Executive’s death and may be terminated by the Company by reason of Executive’s Disability. The term “Disability” shall mean: Executive’s inability, for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twelve (12) consecutive month period, to perform Executive’s employment duties hereunder as a result of Executive’s becoming physically or mentally incapacitated. Any question as to the existence of such Disability of Executive as to which Executive and the Company cannot agree shall be verified in writing by a physician selected by the Board and Executive jointly (or if they cannot agree, a physician selected by the Board and reasonably acceptable to Executive). The determination by such physician of Disability that is delivered in writing to the Company and Executive shall be final and conclusive for all purposes of this Agreement.

(ii) Upon termination of Executive’s employment hereunder by reason of either Disability or death, Executive or Executive’s estate (as the case may be) shall be entitled to receive the Accrued Rights.

(iii) Upon termination of Executive’s employment hereunder by reason of either Disability or death:

(A) the Restricted Stock Units (and any other time-based equity awards) shall vest as of the termination date; and

(B) the Performance Units (and any other performance-based equity awards) shall remain outstanding through completion of the applicable performance period and vest based on actual achievement of the performance criteria; provided, that if such termination of employment occurs either on, prior to or following a Change in Control, then, in each case, the Converted RSUs shall vest on the later to occur of the (i) date of such Change in Control and (ii) termination date.

(iv) Upon termination of Executive’s employment hereunder by reason of either Disability or death, Executive (to the extent applicable and to the extent Executive participated in such plans immediately prior to such termination) and Executive’s eligible dependents (to the extent covered under such plan immediately prior to such termination) shall be entitled to receive continued coverage under the Company’s group health plans (or to

the extent such coverage is not permissible under the terms of such plan(s), comparable coverage), at the Company's sole expense, until twenty-four (24) months from Executive's date of termination of employment with the Company (such period, the "Coverage Period"); provided, that if Executive is terminated by reason of Disability and subsequently becomes eligible for comparable coverage under another employer's health plans, the continued coverage under the Company's plans shall be secondary; provided, further, that if such continued coverage cannot be provided under the applicable plan(s) for longer than eighteen months, the Company shall pay Executive (or his estate, as applicable), on the first business day of each month thereafter, an amount equal to the premium subsidy the Company would have otherwise paid on Executive's behalf for such coverage during the balance of the twenty-four month period. The COBRA health care continuation coverage period under Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code"), or any replacement or successor provision of United States tax law, shall run concurrently with the Coverage Period. The benefits described in this Section 6(b)(iv) are hereinafter referred to as the "Continued Benefits."

(v) In addition, at all times following termination of Executive's employment hereunder by reason of either Disability or death, the Company shall take all actions necessary to maintain the Split-Dollar Life Insurance Policy on all insureds, including continued payment of premiums.

Following Executive's termination of employment due to death or Disability, except as set forth in this Section 6(b), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(c) By the Company without Cause or Voluntary Resignation by Executive for Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or voluntarily by Executive for Good Reason.

(ii) For purposes of this Agreement, "Good Reason" shall mean: (A) material reduction in Executive's Base Salary, Target Annual Incentive or Specified Benefits; (B) material diminution in Executive's title, reporting relationship, duties or responsibilities (other than as a result of Cause or Disability); (C) failure of the Company or its subsidiaries to pay any compensation to Executive when due; or (D) relocation of Executive's principal place of employment by more than thirty (30) miles; provided, however, in each case, that no such event shall constitute "Good Reason" unless Executive (x) notifies the Company in writing of the existence of the event constituting Good Reason within sixty (60) days of the occurrence thereof, (y) the event constituting Good Reason is not cured within thirty (30) days from the receipt of such Notice to cure and (z) Executive terminates employment within ninety (90) days following expiration of the 30-day cure period referred to in clause (y) above.

(iii) If, during the Employment Term, Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or Executive resigns for Good Reason, Executive shall be entitled to receive:

(A) the Accrued Rights;

(B) payment of an aggregate amount equal to two (2) times the sum of Executive's (i) Base Salary and (ii) Target Annual Incentive, which aggregate amount shall be payable to Executive in a lump sum within 60 days following Executive's termination of employment; provided, that if such termination of employment occurs on or following a Change in Control, this payment shall instead be in an aggregate amount equal to three (3) times the sum of (i) and (ii) above;

(C) payment of a pro-rated Annual Incentive based on actual achievement of performance objectives for the year of termination, which shall be pro-rated based on the number of days in the calendar year prior to the termination date divided by 365 and payable to Executive at the same time such Annual Incentive is otherwise paid by the Company; provided, that if such termination of employment occurs on or following a Change in Control, this payment shall instead be equal to a pro-rated Annual Incentive based on target performance with proration calculated in the same manner as described above and payable to Executive in a lump sum within 60 days following Executive's termination of employment;

(D) the Restricted Stock Units (and any other time-based equity awards) shall vest as of the termination date;

(E) the Performance Units (and any other performance-based equity awards) shall remain outstanding through completion of the applicable performance period and vest based on actual achievement of the performance criteria; provided, that if such termination of employment occurs either on, prior to or following a Change in Control, then, in each case, the Converted RSUs shall vest on the later to occur of the (i) date of such Change in Control and (ii) termination date;

(F) the Continued Benefits; provided, that if Executive becomes eligible for comparable coverage under another employer's health plans, the continued coverage under the Company's plans shall be secondary; and

(G) the continued benefit of the Split-Dollar Life Insurance Policy, and the Company shall take all actions necessary to maintain the Split-Dollar Life Insurance Policy on all insureds, including continued payment of premiums at all times following termination Executive's employment.

The acceleration and amounts payable to Executive under subparagraphs (B), (C), (D), (E), (F) and (G) above, are subject to Executive providing a fully enforceable release of all claims to the Company and its subsidiaries substantially in the form attached hereto as Exhibit D (with any changes necessary to comply with applicable law and/or make the release legally enforceable in the reasonable

judgment of the Company) no later than the 59th day following termination of employment (and the Company may, at its sole election, defer the payment of any such amount until the 60th day following termination of employment). Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or by Executive's resignation for Good Reason, except as set forth in this Section 6(c)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Expiration of the Employment Term; Vesting of Equity Awards. Unless the parties otherwise agree in writing, continuation of Executive's employment with the Company beyond the expiration of the Employment Term shall be deemed an employment at-will and shall not be deemed to extend any of the provisions of this Agreement and Executive's employment may thereafter be terminated at will by either Executive or the Company. Upon any termination of Executive's employment following such expiration, (A) the Restricted Stock Units (and any other time-based equity awards) shall vest as of the termination date and (B) the Performance Units (and any other performance-based equity awards) shall remain outstanding through completion of the applicable performance period and vest based on actual achievement of the performance criteria; provided, that if such termination of employment occurs either on, prior to or following a Change in Control, then, in each case, the Converted RSUs shall vest on the later to occur of the (i) date of such Change in Control and (ii) termination date. In addition, at all times following the expiration of the Employment Term, the Company shall take all actions necessary to maintain the Split-Dollar Life Insurance Policy on all insureds, including continued payment of premiums. Any accrued and vested rights of Executive as of the last day of the Employment Term shall survive any termination of this Agreement or Executive's termination of employment hereunder.

(e) Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by Notice of Termination to the other party hereto in accordance with Section 11(j) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a Notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

(f) Board/Committee Resignation. Upon termination of Executive's employment for any reason, Executive agrees to resign, as of the date of such termination and to the extent applicable, from the Board (and any committees thereof) and the board of directors of BankUnited and any other subsidiary of the Company, if applicable, and agrees to resign as an officer of each of the Company, BankUnited and any subsidiary of the Company.

7. Non-Competition; Non-Solicitation of Employees; Non-Disparagement.

(a) Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its subsidiaries and accordingly agrees as follows:

(i) Executive will not, during the Employment Term and for eighteen months following the termination during the Employment Term of Executive's employment by the Company for Cause or by Executive's voluntary resignation without Good Reason (the "Restricted Period"), directly or indirectly, own, manage, operate, control or participate in the ownership, management, operation or control of, or be connected as an officer, employee, consultant, partner, or director with, any depository institution (as defined in 12 U.S.C. Section 1813(c)(1)) or holding company thereof that (i) has more than 50% of its deposits (as defined in 12 U.S.C. Section 1813(l)) in the State of Florida; (ii) has more than 50% of its branches (measured by physical presence) in the State of Florida; or (iii) has its principal place of business or headquarters in the State of Florida (a "Competitive Business").

(ii) During the Restricted Period, Executive will not initiate or respond to communications with any of the employees of the Company or its subsidiaries who earned annually a base salary of \$100,000 or more as a the Company or subsidiary employee during the twelve-month period prior to the termination of such individual's employment with the Company or its subsidiaries, for the purpose of soliciting such employee to work for any other business, individual, partnership, firm, corporation, or other entity; provided, however, that this prohibition will not apply to general advertising or solicitations made to the public generally that are not specifically targeted at employees of the Company or its subsidiaries.

(iii) Executive will not at any time (whether during or after the Employment Term), other than as required by law or by order of a court or other competent authority, make or publish, or cause any other person to make or publish, any statement that is disparaging or that reflects negatively upon the Company or any of its subsidiaries or affiliates or any of the directors of the Company or BankUnited or that is or reasonably would be expected to be damaging to the reputation or business of the Company or any of its subsidiaries or affiliates or any of the directors of the Company or BankUnited. The Company, on behalf of itself and its respective directors and senior officers agrees that the Company and its directors and senior officers will not at any time (whether during or after the Employment Term), other than as required by law or by order of a court or other competent authority, make or publish, or cause any other person to make or publish, any statement that is disparaging or that reflects negatively upon Executive, or that is or reasonably would be expected to be damaging to the reputation or business of Executive.

Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any person engaged in a Competitive Business which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (x) is not a controlling person of, or a member of a

group which controls, such person and (y) does not, directly or indirectly, own 5% or more of any class of securities of such person.

(b) It is expressly understood and agreed that although the parties to this Agreement consider the restrictions contained in this Section 7 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction, that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(c) The period of time during which the provisions of this Section 7 shall be in effect shall be extended by the length of time during which Executive is in breach of the terms hereof as determined by any court of competent jurisdiction on the Company's application for injunctive relief.

#### 8. Confidentiality.

(a) Executive will not at any time (whether during or after the Employment Term) (x) retain or use for the benefit, purposes or account of Executive or any other person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any person outside the Company or its subsidiaries or affiliates (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information – including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals – concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company or its subsidiaries or affiliates on a confidential basis (“Confidential Information”) without the prior written authorization of the Board.

(b) “Confidential Information” shall not include any information that is (i) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (ii) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (iii) required by law to be disclosed (including via subpoena); provided that Executive shall give prompt Notice to the Company of such requirement of law, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(c) Except as required by law, Executive will not disclose to anyone, other than Executive's immediate family, legal or financial advisors or governmental agencies, the existence or contents of this Agreement; provided, that Executive may disclose to any prospective future employer the provisions of this Agreement provided they agree to maintain the confidentiality of such terms.

(d) Upon termination of Executive's employment with the Company for any reason, Executive shall (i) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (ii) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information and Executive's rolodex (or other physical or electronic address book); and (iii) fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information not within Executive's possession or control of which Executive is or becomes aware. Notwithstanding the foregoing, Executive may retain Executive's rolodex and similar address books. To the extent that Executive is provided with a cell phone number by the Company during employment, the Company shall cooperate with Executive in transferring such cell phone number to Executive's individual name following termination.

#### 9. Specific Performance.

Executive acknowledges and agrees that the remedies at law for a breach or threatened breach of any of the provisions of Sections 7 or 8 would be inadequate and the Company and its subsidiaries would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company shall be entitled to seek a temporary or permanent injunction or any other equitable remedy which may then be available.

#### 10. Excise Tax.

(a) If the tax imposed by Section 4999 of the Code, or any similar or successor tax, (the "Excise Tax") would apply absent this Section 10, to any payments, benefits and/or amounts received by Executive as severance benefits or otherwise, including, without limitation, any amounts received or deemed received, within the meaning of any provision of the Code, by Executive as a result of (and not by way of limitation) any automatic vesting, lapse of restrictions and/or accelerated target or performance achievement provisions, or otherwise, applicable to outstanding grants or awards to the Executive under any of the Company's equity incentive plans or agreements (collectively, the "Total Payments"), then, as determined by Executive in his sole discretion, Executive's payments and benefits under this Agreement shall

be either (A) paid and delivered in full, or (B) paid and delivered to such lesser extent as would result in no portion of such payments and benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account all applicable federal, state and local income and employment taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits. If the Total Payments are to be reduced in accordance with the preceding sentence, any such reduction shall be applied in the following order: (i) payments that are payable in cash the full amount of which are treated as parachute payments under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity the full amount of which are treated as parachute payments under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in the foregoing clauses (ii) or (iv) will next be reduced pro-rata.

(b) The calculations required to be made under this section shall be made in writing by the Company's independent public accountant (the "Accountants"). For purposes of making the calculations required by this section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this section. The Company shall bear all costs the Accountants may incur in connection with any calculations contemplated by this section.

11. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof that would direct the application of the laws of any other jurisdiction.

(b) Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings among the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto. If it is determined that it is necessary to amend, modify or alter this Agreement (or the arrangements relating to compensation provided hereunder) in order to comply with applicable legal and/or regulatory requirements or guidance relating to compensation (including any formal and conclusive interpretation thereof by any regulator or

agency of competent jurisdiction), the Company and Executive shall cooperate in good faith to implement such amendments, modifications or alterations (it being understood that any such amendments, modifications or alterations shall be implemented in a manner that seeks to preserve to the extent possible the total compensation opportunities intended to be provided hereunder). In the event of any inconsistency between this Agreement and any other plan, program, practice or agreement of which Executive is a participant or a party, this Agreement shall control unless such other plan, program, practice or agreement specifically refers to the provisions of this sentence.

(c) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(e) Assignment. This Agreement, and all of the respective parties' rights and duties hereunder, shall be assignable or delegable only pursuant to a written agreement executed by the parties hereto. Upon such assignment, the rights and obligations of the respective parties hereunder shall become the rights and obligations of such affiliate or successor person or entity.

(f) Set-Off; No Mitigation. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall not be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its subsidiaries. Executive shall not be required to mitigate the amount of any payment provided for pursuant to this Agreement by seeking other employment, and such payments shall not be reduced by any compensation or benefits received from any subsequent employer or other endeavor, except as provided in Section 6(c)(iii)(E).

(g) Compliance with Code Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code ("Section 409A") to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything herein to the contrary, (i) if at the time of Executive's termination of employment with the Company, Executive is a "specified employee" as defined in Section 409A and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A), (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A,

such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Board that does not cause such an accelerated or additional tax, (iii) to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement and no payment shall be due to Executive under this Agreement on account of any such termination until Executive would be considered to have incurred a “separation from service” from the Company within the meaning of Section 409A, and (iv) each amount to be paid or benefit to be provided to Executive pursuant to this Agreement shall be construed as a separate identified payment for purposes of Section 409A. To the extent required to avoid an accelerated or additional tax under Section 409A, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one year may not effect amounts reimbursable or provided in any subsequent year; provided, however, that with respect to any reimbursements for any taxes which Executive would become entitled to under the terms of this Agreement, the payment of such reimbursements shall be made by the Company no later than the end of the calendar year following the calendar year in which Executive remits the related taxes. The Company shall consult with Executive in good faith regarding the implementation of the provisions of this Section 11(g); provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to thereto.

(h) Regulatory Matters.

(i) Notwithstanding anything herein contained to the contrary, any payments to Executive by the Company or BankUnited, whether pursuant to this Agreement or otherwise, are subject to and conditioned upon their compliance with section 18(k) of the Federal Deposit Insurance Act (“FDI Act”), 12 U.S.C. §1828(k), and the Federal Deposit Insurance Corporation (the “FDIC”) regulation 12 C.F.R. part 359, Golden Parachute and Indemnification Payments.

(ii) Notwithstanding anything herein contained to the contrary, if Executive is suspended from office and/or temporarily prohibited from participating in the conduct of the affairs of the Company pursuant to a notice served under section 8(e)(3) or 8(g)(1) of the FDI Act, 12 U. S. C. §1818(e)(3) or 1818(g)(1), the Company’s obligations under this Agreement shall be suspended as of the date of service of such notice, unless stayed by appropriate proceedings.

(iii) Notwithstanding anything herein contained to the contrary, if Executive is removed and/or permanently prohibited from participating in the conduct of the Company’s affairs by an order issued under section 8(e)(4) or 8(g)(1) of the FDI Act, 12 U.S.C. §1818(e)(4) or (g)(1), all prospective obligations of the Company under this Agreement shall terminate as of the effective date of the order, but vested rights and obligations of the Company and Executive shall not be affected.

(iv) Notwithstanding anything herein contained to the contrary, if the Company is in default (within the meaning of section 3(x)(1) of the FDI Act, 12 U.S.C. §1813(x)(1), all prospective obligations of the Company under this Agreement shall terminate as of the date of default, but vested rights and obligations of the Company and Executive shall not be affected.)

(v) Notwithstanding anything herein contained to the contrary, all prospective obligations of the Company hereunder shall be terminated, except to the extent that a continuation of this Agreement is necessary for the continued operation of the Company: (i) by the Office of the Comptroller of the Currency (“OCC”) or the FDIC, at the time the FDIC enters into an agreement to provide assistance to or on behalf of the Company under the authority contained in section 13(c) of the FDI Act, 12 U.S.C. §1823(c); (ii) by the OCC at the time the OCC approves a supervisory merger to resolve problems related to the operation of the Company. The vested rights and obligations of the parties shall not be affected.

(vi) Compensation provided under this Agreement shall be subject to the terms of any clawback/forfeiture policy adopted by the Company or its subsidiaries as in effect from time to time, as well as any clawback/forfeiture provisions required by law and applicable to the Company or its subsidiaries, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act.

(vii) If and to the extent that any of the foregoing provisions shall cease to be required by applicable law, rule or regulation, the same shall become inoperative as though eliminated by formal amendment of this Agreement.

(i) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. In the event of Executive’s death prior to receipt of all amounts payable to Executive (including any unpaid amounts due under Section 6), such amounts shall be paid to Executive’s beneficiary designated by him by Notice to the Company or, in the absence of such designation, to Executive’s estate.

(j) Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three postal delivery days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that Notice of change of address shall be effective only upon receipt (each such communication, “Notice”).

If to the Company, addressed to:

BankUnited, Inc.  
14817 Oak Lane

If to Executive, addressed to the most recent address of Executive set forth in the personnel records of the Company.

(k) Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

(l) Prior Agreements. This Agreement supersedes all prior agreements and understandings (including verbal agreements) between Executive and the Company and/or its subsidiaries regarding the terms and conditions of Executive's employment with the Company and/or its subsidiaries.

(m) Indemnification and Insurance. Executive shall be covered under the Company's and its subsidiaries' director and officer indemnification insurance policies and, subject to applicable law, shall be provided indemnification to the maximum extent permitted by the Company's and its subsidiaries' charters, by-laws and any other organizational documents and any indemnification agreement between the Company or its subsidiaries and Executive, as applicable, with such insurance coverage and indemnification to be in accordance with the Company's and its subsidiaries' standard practices for senior executive officers but on terms no less favorable than provided to any other senior executive officer or director of the Company or its subsidiaries.

(n) Cooperation. If and to the extent requested by the Company or any of its subsidiaries, Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment with the Company and its subsidiaries. In respect of the foregoing cooperation, the Company shall provide reasonable compensation to Executive and shall reimburse Executive promptly for reasonable out-of-pocket expenses (including travel costs, lodging and meals); provided that such reimbursement shall be made no later than the end of the calendar year after the year in which the expenses are incurred. This provision shall survive any termination of this Agreement.

(o) Key-Man Insurance. The Company shall have the right to insure the life of Executive for the sole benefit of the Company or its subsidiaries in such amounts, and with such terms, as the Board may determine, with all premiums payable thereon to be the obligation of the Company. Executive shall have no interest in any such policy, but agrees to cooperate with the Company in procuring such insurance, including by submitting to physical examinations and executing all necessary documents, provided that no financial obligation is imposed on Executive by any such documents.

(p) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(q) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows this Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BANKUNITED, INC.

\_\_\_\_\_

By:

Title:

EXECUTIVE

\_\_\_\_\_ RAJINDER P. SINGH

**EXHIBIT A**

**Performance Unit Award Agreement**

*[See attached.]*

**EXHIBIT B**

**Restricted Stock Unit Award Agreement**

*[See attached.]*

**EXHIBIT C**  
**BENEFITS AND PERQUISITES**

During the Employment Term, Executive shall be entitled to the following benefits and perquisites:

- Participation in group life, hospitalization, medical, dental, health, accident and short and long term disability plans.
- 4 weeks' annual paid vacation.
- Participation in a nonqualified deferred compensation plan.
- Payment of professional dues and professional membership fees.
- Provision of an automobile, up to a cost of \$2,500 per month, and driver (at market cost), for Executive's use.

During the Employment Term, and thereafter in accordance with the terms of the Agreement, Executive shall be entitled to the following benefit:

- The Company shall purchase, pay all premiums on and otherwise maintain in good standing a second-to-die life insurance policy on the lives of Executive and his current spouse with a death benefit paid to the beneficiaries of the named insureds of not less than \$15 million (the "Split-Dollar Life Insurance Policy").

## EXHIBIT D

### RELEASE OF CLAIMS

This Release of Claims is entered into by Rajinder P. Singh ("Executive").

WHEREAS, Executive and BankUnited, Inc. with offices at \_\_\_\_\_ (the "Company") entered into an Employment Agreement (the "Employment Agreement") dated February 2, 2016 that provides Executive certain severance and other benefits in the event of an involuntary termination of Executive's employment without Cause or Executive's resignation of employment for Good Reason (each term as defined under the Employment Agreement);

WHEREAS, Executive's employment has so terminated; and

WHEREAS, pursuant to Section 6(c)(iii) of the Employment Agreement, a condition of Executive's entitlement to certain severance and other benefits thereunder is his Employment Agreement to this Release of Claims.

NOW, THEREFORE, in consideration of the severance and other benefits provided under Section 6(c)(iii)(B), (C), (D), (E), (F) and (G) of the Employment Agreement, the sufficiency of which Executive hereby acknowledges, Executive agrees as follows:

1. Executive, for himself and his heirs, assigns, executors and administrators, hereby fully and finally waives, discharges and releases the Company Group (as defined below), including each of the Company Group's past, current and future parents, subsidiaries, and affiliates, and its and their shareholders, members, directors, officers, employees, agents and representatives, and each of their heirs and assigns (collectively, the "Released Parties"), from any and all claims, suits, promises, contracts, liabilities, obligations and damages arising on or prior to the date hereof relating to his employment with the Company Group or his termination therefrom, whether now known or later discovered, which he or anyone acting on his behalf might otherwise have had or asserted, including, but not limited to, any express or implied contract of employment claims (whether written or oral), claims arising under tort, covenant, public policy or otherwise, claims under Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act of 1993, Section 1981 of the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the Americans with Disabilities Act of 1991, as amended, the Older Workers Benefit Protection Act of 1990, the Worker Adjustment and Retraining Notification Act, claims under the laws, including the labor laws of any state or locality, all claims under related common law, statutes, and administrative and executive orders at the federal, state and local levels of government, and any claims to any payments or benefits from employment with the Company Group, including, but not limited to, claims for salary, bonuses, unvested stock options, severance pay, vacation pay or any benefits under the Employee Retirement Income Security Act of 1974, as amended, other than: (i) those benefits set forth in Section 6(c)(iii) of the Employment Agreement, (ii) any rights Executive has to indemnification or coverage under directors' and officers' liability insurance policies, (iii) any direct or indirect holdings of equity in the Company and its subsidiaries or affiliates or any

vested awards (or awards which may vest) which Executive has under any equity, equity-based, profits interest, stock option or similar plan, agreement or program, which equity and awards shall be subject to all the terms and conditions of such documents, and (iv) any claims for accrued and vested benefits under any of the Company Group's employee retirement and welfare benefit plans. In addition, Executive represents that no incident has occurred during his employment with the Company Group that could form the basis for any claim by him against the Company Group under the worker's compensation laws of any jurisdiction. For the purposes of this Release of Claims, the term "Company Group" shall mean the Company and its subsidiaries.

2. Executive represents that he has not brought any charges, claims, demands, suits or actions, known or unknown, in any forum, against the Released Parties related to his employment or his termination (excluding any claims of Executive in respect of his direct and indirect holdings of equity in the Company and its subsidiaries or affiliates); provided, however, that Executive shall not be prevented from challenging or seeking a determination in good faith of the validity of this Release of Claims under ADEA or enforcing any rights he may have under the terms of this Release of Claims or in respect of any claims of Executive in respect of his direct and indirect holdings of equity in the Company and its subsidiaries or affiliates.

3. Executive acknowledges that he is subject to certain post-employment restrictions under the terms of the Employment Agreement, including, without limitation, a non-disparagement covenant pursuant to Section 7(a)(iii) of the Employment Agreement and a confidentiality covenant pursuant to Section 8 of the Employment Agreement and hereby reaffirms his obligations thereunder.

4. Executive affirms that he has returned all of the Company's property in Executive's possession, including, but not limited to, keys, credit cards, cellular phones, computer equipment, software and peripherals and originals or copies of books, records, or other information pertaining to the Company's business. In addition, Executive has returned all electronic documents or records relating to the Company that Executive may have saved to any such cellular phone, laptop computer or other electronic or storage device, whether business or personal, including any presentations stored in hard copy or electronically. Further, if Executive stored any information relating to the Company on a personal computer or other storage device, Executive affirms that he has permanently deleted such information; provided, however, that, prior to deleting that information, Executive printed out one copy and provided it to the Company.

5. This Release of Claims shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof that would direct the application of the laws of any other jurisdiction.

6. Each of the sections contained in this Release of Claims shall be enforceable independently of every other section in this Release of Claims, and the invalidity or unenforceability of any section shall not invalidate or render unenforceable any other section contained in this Release of Claims.

7. This Release of Claims, together with the Employment Agreement, represents the complete agreement between Executive and the Company concerning the subject matter in this Release of Claims and supersedes all prior agreements or understandings, written or oral. This Release of Claims may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives. Executive acknowledges that no representation, statement, promise, inducement, threat or suggestion has been made by any of the Released Parties to influence Executive to sign this Release of Claims except such statements as are expressly set forth herein or in the Employment Agreement.

8. EXECUTIVE ACKNOWLEDGES THAT HE IS RELEASING ALL CLAIMS UNDER ADEA AND HAS BEEN ADVISED, IN WRITING, TO CONSULT WITH AN ATTORNEY OF HIS CHOICE PRIOR TO SIGNING THIS RELEASE OF CLAIMS AND THAT HE HAS CAREFULLY READ AND SIGNED THIS RELEASE OF CLAIMS KNOWINGLY, VOLUNTARILY, AND FREELY, AND WITH SUCH COUNSEL AS HE DEEMED APPROPRIATE. IN ADDITION, EXECUTIVE ACKNOWLEDGES THAT THE CONSIDERATION GIVEN FOR THIS RELEASE OF CLAIMS IS IN ADDITION TO ANYTHING OF VALUE TO WHICH EXECUTIVE IS ALREADY ENTITLED, AND HE HAS BEEN PROVIDED WITH A PERIOD OF UP TO [TWENTY-ONE (21)]/[FORTY-FIVE (45)]<sup>1</sup> DAYS IN WHICH TO CONSIDER WHETHER OR NOT TO ENTER INTO THIS RELEASE OF CLAIMS. FURTHER, EXECUTIVE ACKNOWLEDGES THAT HE HAS BEEN ADVISED OF HIS RIGHT TO REVOKE THIS RELEASE OF CLAIMS DURING THE SEVEN (7)-DAY PERIOD FOLLOWING EXECUTION HEREOF, AND THAT THE RELEASE OF CLAIMS SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE AND NEITHER THE COMPANY NOR ANY OTHER PARTY IS OBLIGATED TO PROVIDE ANY PAYMENTS OR BENEFITS TO EXECUTIVE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

9. Nothing contained herein shall be construed as an admission by the Company Group of any liability of any kind to Executive, all such liability being expressly denied except for obligations of the Company imposed by the Employment Agreement which survive pursuant to this Release of Claims.

Rajinder P. Singh

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

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<sup>1</sup> To be determined at the time of termination.

**BANKUNITED, INC.**  
**2014 OMNIBUS EQUITY INCENTIVE PLAN**  
**FORM PERFORMANCE UNIT AWARD AGREEMENT**

THIS PERFORMANCE UNIT AGREEMENT (this “**Agreement**”), is made effective as of [●], 2016 (the “**Date of Grant**”), by and between BankUnited, Inc., a Delaware corporation (the “**Company**”), and [●] (the “**Participant**”):

RECITALS:

WHEREAS, the Company has adopted the BankUnited, Inc. 2014 Omnibus Equity Incentive Plan (the “**Plan**”);

WHEREAS, the Administrator has determined that, pursuant to Section 10 of the Plan, it is in the best interests of the Company and its shareholders to grant the performance units (the “**Performance Units**”) provided for herein to the Participant pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and Participant entered into an employment agreement dated January [●], 2016 (the “**Employment Agreement**”), which includes certain provisions relating to the Performance Units provided for herein; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have meanings ascribed to such terms in the Plan.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant of Performance Units.

(a) Subject to all of the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Date of Grant, an Award for a target number of [●] Performance Units (the “**Target Award**”). Each Performance Unit represents the right to receive one Share, subject to the terms and conditions set forth in this Agreement and the Plan. The number of Performance Units that the Participant actually earns for the Performance Period (as defined below), up to a maximum of [●],<sup>1</sup> will be determined by the level of achievement of the Performance Goals in accordance with Exhibit A attached hereto.

(b) The Performance Units shall be credited to a separate account maintained for the Participant on the books and records of the Company (the “**Account**”). All amounts credited to the Account shall continue for all purposes to be part of the general assets of the Company.

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<sup>1</sup> Equal to 150% of the Target Award.

2. Performance Period. For purposes of this Agreement, the term “**Performance Period**” shall be the period commencing on January 1, [2016] and ending on December 31, [2018].<sup>2</sup>

3. Performance Goals.

(a) The number of Performance Units earned by the Participant for the Performance Period will be determined at the end of the Performance Period based on the level of achievement of the Performance Goals in accordance with Exhibit A. All determinations related to the Performance Units shall be made by the Committee in its sole discretion.

(b) Promptly following completion of the Performance Period (and no later than sixty (60) days following the end of the Performance Period), the Committee will review and certify in writing (i) whether, and to what extent, the Performance Goals for the Performance Period have been achieved, and (ii) the number of Performance Units that the Participant shall earn, if any, subject to compliance with the requirements of Section 5. Such certification shall be final, conclusive and binding on the Participant, and on all other persons, to the maximum extent permitted by law.

4. Restrictions. neither the Performance Units nor any rights relating thereto may be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered, other than by will or by the laws of descent and distribution, and shall be subject to a risk of forfeiture as described in Section 5, in each case, until such time as the Performance Units are settled in accordance with Section 7. Any attempt by the Participant to transfer any of the Performance Units or any rights in respect of the Performance Units in violation of this Section shall be null and void and without force or effect and upon any such attempted transfer such Performance Units and all of the rights related thereto, shall be immediately forfeited by the Participant without payment of any consideration; provided, that the designation of a beneficiary shall not constitute a sale, assignment, transfer, pledge, hypothecation, disposition or encumbrance.

5. Vesting/Forfeiture.

(a) General. Except as otherwise provided herein, the Performance Units are subject to forfeiture until they vest. Except as otherwise provided herein, the Performance Units will vest and become non-forfeitable on the last day of the Performance Period, subject to (i) achievement of the Performance Goals set forth in Exhibit A attached hereto, and (ii) the Participant’s continuous service with the Company or any of its Affiliates from the Date of Grant through the last day of the Performance Period. The number of Performance Units that vest and become payable under this Agreement shall be determined by the Committee and shall be rounded to the nearest whole Performance Unit. Once vested, the Performance Units become “**Vested Units.**”

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<sup>2</sup> Each performance period will be 3 years.

(b) Change in Control. Notwithstanding any other provisions in this Agreement or the Plan to the contrary, upon the consummation of a Change in Control, Section 5(a)(i) shall become inapplicable and all Performance Units shall automatically convert to time-based restricted share units (“**Converted RSUs**”), subject to the same vesting, forfeiture, payment, termination, and other terms, conditions and restrictions as the Performance Units, other than with respect to (i) dividend awards, which shall be governed by Section 6(c) and (ii) the Performance Goals, which shall cease to apply. The number of Converted RSUs shall be between 100% and 150% of the Target Award, determined in the sole discretion of the Committee; provided, however, that if the Converted RSUs are not assumed or substituted in connection with the Change in Control, 100% of the Converted RSUs shall become Vested Units immediately on the date of such Change in Control.

(c) Termination. Upon termination of the Participant’s service to the Company and its Affiliates, the Performance Units then held by the Participant shall terminate immediately; provided, that if the Participant’s service to the Company and its Affiliates is terminated at any time prior to the completion of the Performance Period (i) by reason of the Participant’s “**Disability**” or death, (ii) by the Company without “**Cause**” or (iii) by the Participant for “**Good Reason**” (each, as defined in the Employment Agreement, as in effect on the Date of Grant), the Performance Units shall remain outstanding through the completion of the Performance Period and shall vest in accordance with Section 5(a). If the Participant’s service to the Company and its Affiliates is terminated under the circumstances described in (i)-(iii) of this Section 5(c), either on, prior to or following a Change in Control, then, in each case, 100% of the Converted RSUs shall become Vested Units on the later to occur of the (x) date of such Change in Control and (y) termination date.

(d) Expiration of the Employment Agreement. Upon termination of the Participant’s service with the Company and its Affiliates for any reason on or following the expiration of the Employment Agreement, the Performance Units shall remain outstanding through the completion of the Performance Period and shall vest in accordance with Section 5(a). If the Participant’s service to the Company and its Affiliates is terminated either on, prior to or following a Change in Control, then, in each case, 100% of the Converted RSUs shall become Vested Units on the later to occur of the (x) date of such Change in Control and (y) termination date.

6. Shareholder Rights; Dividend Awards.

(a) Shareholder Rights. The Participant shall not have any rights as a shareholder with respect to the Shares underlying the Performance Units unless and until the Performance Units vest and are settled by the issuance of such Shares. Upon and following settlement of the Performance Units in Shares, the Participant shall be the record owner of such Shares unless and until such Shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company

(including, without limitation, voting rights and the right to receive dividends with respect to the Shares).

(b) Dividend Award for Performance Units. If, prior to the settlement date, the Company declares a dividend on the Shares, then, on the settlement date of such Performance Units, the Company shall make an additional cash payment, except as otherwise provided in Section 7(a)(ii) below, in an amount equal to the aggregate per Share dividend declared following the Date of Grant through the settlement date multiplied by the number of Shares underlying the Vested Units.

(c) Dividend Award for Converted RSUs. If, after conversion from Performance Units to Converted RSUs but prior to the settlement date, the Company (or its successor) declares a dividend on the Shares underlying the Converted RSUs, then, on the settlement date of such Converted RSUs, the Company shall make an additional cash payment, except as otherwise provided in Section 7(a)(ii) below, in an amount equal to the aggregate per Share dividend declared following the Date of Grant through the settlement date multiplied by the number of Shares underlying the Converted RSU. Any such dividend award shall be subject to the same vesting, forfeiture, payment, termination and other terms, conditions and restrictions as the Converted RSUs. No dividend award in respect of a particular dividend shall be granted with respect to any Converted RSUs which, as of the record date for such dividend, have either been settled or terminated.

7. Settlement. Subject to Section 9 hereof, promptly following the vesting date, and in any event no later than March 15 of the calendar year following the calendar year in which such vesting occurs, the Company shall (a) issue and deliver to the Participant (i) the number of Shares equal to the number of Vested Units or, at the discretion of the Administrator, cash equal to the Fair Market Value of such Shares on the date immediately preceding the settlement date and (ii) cash equal to any dividend award (without interest thereon) or, at the discretion of the Administrator, Shares having a Fair Market Value equal to such dividend award (without interest thereon) and (b) enter the Participant's name on the books of the Company as the shareholder of record with respect to the Shares delivered to the Participant.

8. No Right to Continued Employment. The granting of the Performance Units evidenced hereby and this Agreement shall impose no obligation on the Company or any Affiliate to continue the employment of the Participant and shall not lessen or affect the Company's or any Affiliate's right to terminate the employment of such Participant.

9. Withholding. The Participant shall be required to pay to the Company or any Affiliate and the Company shall have the right and is hereby authorized to withhold from any payment due under this Agreement or under the Plan or from any compensation or other amount owing to the Participant the amount (in cash, Shares, other securities or other property) of any applicable withholding taxes in respect of the Performance Units or any other payment under this Agreement or the Plan or with respect to the Performance Units and to take such other action as may be necessary in the opinion of the Administrator to satisfy all obligations for the payment of such withholding taxes.

10. Notices. Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.
11. Governing Law/Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed therein. Any suit, action or proceeding with respect to this Agreement, or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of New York, and the Company and the Participant hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment. The Participant and the Company hereby irrevocably waive (a) any objections which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of New York, (b) any claim that any such suit, action or proceeding brought in any such court has been brought in any inconvenient forum and (c) any right to a jury trial.
12. Performance Units Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The Performance Units are subject to the Plan, as may be amended from time to time, and the terms and provisions of the Plan are hereby incorporated herein by reference.
13. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BANKUNITED, INC.

By: \_\_\_\_\_

Name:

Title:

Agreed and acknowledged:

\_\_\_\_\_  
Participant

### Exhibit A

The Performance Units will be awarded based on the achievement of three (3) equally-weighted performance metrics measured over the Performance Period:

Metric 1		Metric 2		Metric 3	
Metric	Weighting	Metric	Weighting	Metric	Weighting
Relative Operating Income Growth	33%	Relative 3-year Total Shareholder Return	33%	Relative Net Charge-off Ratio	33%

The percentile ranking for each metric will be averaged to calculate the average percentile ranking (“APR”). The APR will determine payout as detailed in the table below:

	APR (% of Target)	Payout	Performance Units
<Target	0-33%	0%	0
Target	34-66%	100%	[ ] <sup>3</sup>
Maximum	67-100%	150%	[ ] <sup>4</sup>

<sup>3</sup> Insert number of Performance Units with a value equal to \$1,202,500 (Kanas) or \$525,000 (Singh) on the Date of Grant

<sup>4</sup> Insert number of Performance Units with a value equal to \$1,803,750 (Kanas) or \$787,500 (Singh) of base salary on the Date of Grant.

**BANKUNITED, INC.**  
**2014 OMNIBUS EQUITY INCENTIVE PLAN**  
**FORM RESTRICTED SHARE UNIT AWARD AGREEMENT**

THIS RESTRICTED SHARE UNIT AGREEMENT (this “**Agreement**”), is made effective as of [●], 2016 (the “**Date of Grant**”), by and between BankUnited, Inc., a Delaware corporation (the “**Company**”), and [●] (the “**Participant**”):

R E C I T A L S:

WHEREAS, the Company has adopted the BankUnited, Inc. 2014 Omnibus Equity Incentive Plan (the “**Plan**”);

WHEREAS, the Administrator has determined that, pursuant to Section 10 of the Plan, it is in the best interests of the Company and its shareholders to grant the restricted share units (the “**RSUs**”) provided for herein to the Participant pursuant to the Plan and the terms set forth herein;

WHEREAS, the Company and Participant entered into an employment agreement dated January [●], 2016 (the “**Employment Agreement**”), which includes certain provisions relating to the RSUs provided for herein; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have meanings ascribed to such terms in the Plan.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant of RSUs.

(a) Subject to all of the terms and conditions set forth in this Agreement, the Company hereby grants to the Participant, as of the Date of Grant, [●] RSUs. Each RSU represents the right to receive one Share, subject to the terms and conditions set forth in this Agreement and the Plan.

(b) The RSUs shall be credited to a separate account maintained for the Participant on the books and records of the Company (the “**Account**”). All amounts credited to the Account shall continue for all purposes to be part of the general assets of the Company.

2. Restrictions. Neither the RSUs nor any rights relating thereto may be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered, other than by will or by the laws of descent and distribution, and shall be subject to a risk of forfeiture as described in Section 3, in each case, until such time as the RSUs are settled in accordance with Section 5. Any attempt by the Participant to transfer any of the RSUs or any rights in respect of the RSUs in violation of this Section shall be null and void and without force or effect and upon any such attempted transfer such RSUs and all of the rights related thereto shall be immediately forfeited by the Participant without payment of any consideration; provided, that the designation of a ben

eficiary shall not constitute a sale, assignment, transfer, pledge, hypothecation, disposition or encumbrance.

3. Vesting/Forfeiture.

(a) General. Except as otherwise provided herein, the RSUs shall vest with respect to one-third (1/3) of the RSUs granted under this Agreement on each of December 31<sup>st</sup> of the year in which the Date of Grant occurs and on December 31<sup>st</sup> of each of the following two years, subject to the Participant's continuous service with the Company or any of its Affiliates on each such vesting date. Once vested, the RSUs become "**Vested Units.**"

(b) Change in Control. Notwithstanding any other provisions in this Agreement to the contrary, one hundred percent (100%) of the RSUs shall become Vested Units immediately upon the occurrence of a Change in Control.

(c) Termination. Upon termination of the Participant's service with the Company and its Affiliates, the RSUs then held by the Participant, other than any Vested Units, shall terminate immediately; provided, that if the Participant's service to the Company and its Affiliates is terminated at any time prior to December 31<sup>st</sup> of the third year following the year in which the Date of Grant occurs (i) by reason of the Participant's "**Disability**" or death, (ii) by the Company without "**Cause**" or (iii) by the Participant for "**Good Reason**" (each, as defined in the Employment Agreement, as in effect on the Date of Grant), one hundred percent (100%) of the RSUs shall become Vested Units immediately upon the occurrence of such termination.

(d) Expiration of the Employment Agreement. Upon termination of the Participant's service with the Company and its Affiliates for any reason on or following the expiration of the Employment Agreement, one hundred percent (100%) of the RSUs shall become Vested Units.

4. Shareholder Rights; Dividend Award.

(a) Shareholder Rights. The Participant shall not have any rights as a shareholder with respect to the Shares underlying the RSUs unless and until the RSUs vest and are settled by the issuance of such Shares. Upon and following settlement of the RSUs in Shares, the Participant shall be the record owner of such Shares unless and until such Shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company (including, without limitation, voting rights and the right to receive dividends with respect to the Shares).

(b) Dividend Award. If, prior to the applicable settlement date, the Company declares a dividend on the Shares underlying the RSUs, then, on such settlement date, the Company shall make an additional cash payment, except as otherwise provided in Section 5(a)(ii), in an amount equal to the aggregate per Share dividend declared following the Date of Grant through such settlement date multiplied by the number of

Shares underlying the Vested Units (the “**Dividend Award**”). The Dividend Award shall be subject to the same vesting, forfeiture, payment, termination and other terms, conditions and restrictions as the RSUs. No Dividend Award in respect of a particular dividend shall be granted with respect to any RSUs which, as of the record date for such dividend, have either been settled or terminated.

5. Settlement of RSUs. Subject to Section 7 hereof, promptly following the vesting date, and in any event no later than March 15 of the calendar year following the calendar year in which such vesting occurs, the Company shall (a) issue and deliver to the Participant (i) the number of Shares equal to the number of Vested Units or, at the discretion of the Administrator, cash equal to the Fair Market Value of such Shares on the date immediately preceding the settlement date and (ii) cash equal to the Dividend Award (without interest thereon) or, at the discretion of the Administrator, Shares having a Fair Market Value equal to the Dividend Award (without interest thereon); and (b) enter the Participant’s name on the books of the Company as the shareholder of record with respect to the Shares delivered to the Participant.

6. No Right to Continued Employment. The granting of the RSUs evidenced hereby and this Agreement shall impose no obligation on the Company or any Affiliate to continue the employment of the Participant and shall not lessen or affect the Company’s or any Affiliate’s right to terminate the employment of such Participant.

7. Withholding. The Participant shall be required to pay to the Company or any Affiliate and the Company shall have the right and is hereby authorized to withhold from any payment due under this Agreement or under the Plan or from any compensation or other amount owing to the Participant the amount (in cash, Shares, other securities or other property) of any applicable withholding taxes in respect of the RSUs, Dividend Award or any other payment under this Agreement or the Plan or with respect to the RSUs and to take such other action as may be necessary in the opinion of the Administrator to satisfy all obligations for the payment of such withholding taxes.

8. Notices. Any notice necessary under this Agreement shall be addressed to the Company in care of its Secretary at the principal executive office of the Company and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

9. Governing Law/Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed therein. Any suit, action or proceeding with respect to this Agreement, or any judgment entered by any court in respect of any thereof, shall be brought in any court of competent jurisdiction in the State of New York, and the Company and the Participant hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment. The Participant and the Company hereby irrevocably waive (a) any objections which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any court of competent jurisdiction in the State of New York, (b) any claim that any such suit, action or proceeding bro

ught in any such court has been brought in any inconvenient forum and (c) any right to a jury trial.

10. RSUs Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The RSUs are subject to the Plan, as may be amended from time to time, and the terms and provisions of the Plan are hereby incorporated herein by reference.

11. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BANKUNITED, INC.

By: \_\_\_\_\_

Name:

Title:

Agreed and acknowledged:

\_\_\_\_\_  
Participant

**AMENDMENT  
TO THE  
2014 BANKUNITED, N.A.  
NON-QUALIFIED DEFERRED COMPENSATION PLAN**

This is an Amendment to the 2014 BankUnited, N.A. Non-Qualified Deferred Compensation Plan (the “2014 Plan”) (the “Amendment”). All capitalized terms not defined herein have the meaning ascribed to them in the Plan.

**RECITALS**

**WHEREAS**, the Board of Directors of BankUnited, Inc. (the “Board”), through its Compensation Committee, is authorized to amend the Plan in accordance with Section 14 of the Plan; and

**WHEREAS**, the Board wishes to amend the Plan to clarify the formula for Company Contributions and provide participants with an opportunity to make annual elections with respect to distributions of future deferrals upon a Change in Control.

**NOW, THEREFORE**, pursuant to Section 14 of the Plan, the Plan is hereby amended, in each case, effective as of the dates specified:

1. Effective as of January 1, 2014, Section 6.1(b) is hereby amended and restated in its entirety to read as follows:

“(b) Notwithstanding the preceding, with respect to a Group A Eligible Employee Participant, Company Contributions shall be credited for each Plan Year in an amount equal to the sum of (i) 100% of the portion of the Participant’s Eligible Compensation deferred that does not exceed 1% of his or her Eligible Compensation, plus (ii) 70% of the portion of the Participant’s Eligible Compensation deferred that exceeds 1% of the Participant’s Eligible Compensation but does not exceed 6% of the Participant’s Eligible Compensation. Such Company Contributions shall be credited to the Participant’s Account as soon as practicable after the end of the applicable pay period.”

2. Effective as of December 1, 2014, Section 9.3 of the Plan is hereby amended and restated in its entirety to read as follows:

“9.3. Change in Control. In the event of a Change in Control, distribution of a Participant’s vested Account for a Plan Year shall be made in a lump sum within 60 days of the Change in Control if:

(a) with respect to deferrals of Eligible Compensation earned for services rendered on or before December 31, 2014, the Participant selected such distribution option in his or her initial Election Notice; or

(b) with respect to deferrals of Eligible Compensation earned for services rendered on or after January 1, 2015, the Participant selected such distribution option in his or her Election Notice for the Plan Year in which services relating to such Eligible Compensation are rendered.”

3. Terms used herein without definitions shall have the meanings ascribed to them in the Plan.

4. Except as expressly modified in this Amendment, all terms and conditions of the Plan shall remain in full force and effect.

**IN WITNESS WHEREOF**, BankUnited has caused this Amendment to the 2014 BankUnited, N.A. Non-Qualified Deferred Compensation Plan to be executed by its duly authorized officer on this 1<sup>st</sup> day of December, 2014.

**BANKUNITED, N.A.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**BANKUNITED, INC. AND SUBSIDIARIES**  
**CALCULATION OF RATIO OF INCOME TO FIXED CHARGES**  
(In thousands, except for ratios)

	Year Ended December 31,					
	2015	2014	2013	2012	2011	2010
<b>Excluding Interest on Deposits:</b>						
Fixed Charges						
Interest expense (other than interest on deposits)	\$ 44,013	\$ 33,690	\$ 32,045	\$ 57,091	\$ 63,164	\$ 59,856
Interest factor in rent expense <sup>(1)</sup>	9,026	8,471	8,668	7,772	4,956	4,267
<b>Total fixed charges</b>	<b>\$ 53,039</b>	<b>\$ 42,161</b>	<b>\$ 40,713</b>	<b>\$ 64,863</b>	<b>\$ 68,120</b>	<b>\$ 64,123</b>
Earnings						
Income before income taxes	\$ 296,893	\$ 293,250	\$ 318,002	\$ 344,865	\$ 192,744	\$ 312,540
Fixed charges	53,039	42,161	40,713	64,863	68,120	64,123
<b>Total earnings</b>	<b>\$ 349,932</b>	<b>\$ 335,411</b>	<b>\$ 358,715</b>	<b>\$ 409,728</b>	<b>\$ 260,864</b>	<b>\$ 376,663</b>
Ratio of earnings to fixed charges excluding interest on deposits	6.60	7.96	8.81	6.32	3.83	5.87
<b>Including Interest on Deposits:</b>						
Fixed Charges						
Total interest expense	\$ 135,164	\$ 106,651	\$ 92,611	\$ 123,269	\$ 138,937	\$ 168,200
Interest factor in rent expense <sup>(1)</sup>	9,026	8,471	8,668	7,772	4,956	4,267
<b>Total fixed charges</b>	<b>\$ 144,190</b>	<b>\$ 115,122</b>	<b>\$ 101,279</b>	<b>\$ 131,041</b>	<b>\$ 143,893</b>	<b>\$ 172,467</b>
Earnings						
Income before income taxes	\$ 296,893	\$ 293,250	\$ 318,002	\$ 344,865	\$ 192,744	\$ 312,540
Fixed charges	144,190	115,122	101,279	131,041	143,893	172,467
<b>Total earnings</b>	<b>\$ 441,083</b>	<b>\$ 408,372</b>	<b>\$ 419,281</b>	<b>\$ 475,906</b>	<b>\$ 336,637</b>	<b>\$ 485,007</b>
Ratio of earnings to fixed charges including interest on deposits	3.06	3.55	4.14	3.63	2.34	2.81

(1) Consists of one third of total rent expense which management believes approximates the interest factor in rent expense.

**List of Subsidiaries**

The following is a list of the subsidiaries of BankUnited, Inc. as of December 31, 2015, including the name of each subsidiary and its jurisdiction of incorporation:

- |  |          |
|--|----------|
| 1. BankUnited, N.A.                      | USA      |
| 2. Bridge Capital Leasing, Inc.          | Delaware |
| 3. BU Delaware, Inc.                     | Delaware |
| 4. CRE Properties, Inc.                  | Florida  |
| 5. Pinnacle Public Finance, Inc.         | Delaware |
| 6. United Capital Business Lending, Inc. | Delaware |

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
BankUnited, Inc.:

We consent to the incorporation by reference in the registration statements on Form S-3ASR (No. 333-187060 and 333-207619) and Form S-8 (Nos. 333-172035, 333-179800, 333-188925, 333-190586, 333-192222 and 333-197808) of BankUnited, Inc. and subsidiaries (the Company) of our reports dated February 26, 2016, with respect to the consolidated balance sheets of the Company as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, cash flows, and stockholders' equity for each of the years in the three-year period ended December 31, 2015, and the effectiveness of internal control over financial reporting as of December 31, 2015, which reports appear in the December 31, 2015 annual report on Form 10-K of the Company.

/s/KPMG LLP

February 26, 2016  
Miami, Florida  
Certified Public Accountants

**Certification of Chief Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, John A. Kanas, certify that:

1. I have reviewed this annual report on Form 10-K of BankUnited, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ John A. Kanas

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**John A. Kanas**

**Chairman, President and Chief Executive Officer**

**Date: February 26, 2016**

**Certification of Chief Financial Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Leslie N. Lunak, certify that:

1. I have reviewed this annual report on Form 10-K of BankUnited, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Leslie N. Lunak

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**Leslie N. Lunak**

**Chief Financial Officer**

**Date: February 26, 2016**

**Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350  
as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of BankUnited, Inc. (the "Company") on Form 10-K for the year ended December 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John A. Kanas, as Chief Executive Officer of the Company, certify, to the best of my knowledge, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- 1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
- 2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ John A. Kanas

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**John A. Kanas**

**Chairman, President and Chief Executive Officer**

**Date: February 26, 2016**

**Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350  
as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of BankUnited, Inc. (the "Company") on Form 10-K for the year ended December 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Leslie N. Lunak, as Chief Financial Officer of the Company, certify, to the best of my knowledge, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- 1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
- 2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Leslie N. Lunak

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**Leslie N. Lunak**  
**Chief Financial Officer**

**Date: February 26, 2016**