TO THE PLAN ADMINISTRATOR

The following Administrative Forms have been included because they are either required under the Plan or by law, or they are necessary to properly administer the Plan. Below are instructions for the use of these forms.

1. **SAFE HARBOR NOTIFICATION TO ELIGIBLE EMPLOYEES (includes Qualified Automatic Contribution Arrangement QACA)**

The law requires the Plan Administrator of a safe harbor 401(k) plan to provide eligible Employees a timely written notice describing their rights and obligations under a safe harbor plan. The Plan Administrator must provide each eligible Employee with the SAFE HARBOR NOTIFICATION TO ELIGIBLE EMPLOYEES form within a reasonable period of time before each Plan Year, but in no event more than 90 days before the beginning of the Plan Year. (Providing the notice at least 30 days before the beginning of the Plan Year is deemed to be a reasonable period of time before the beginning of the Plan Year). For Employees who become Participants during or after this period, the notice may generally be provided within a reasonable period of time prior to the Employee becoming a Participant.

The SALARY REDUCTION AGREEMENT should also be provided so that a Participant can elect an alternative amount of compensation to defer.

2. **ELECTION TO REFUND AND STOP DEFERRALS**

This form is used to permit an employee to elect a refund of amounts that were automatically withheld under the Plan's automatic contribution arrangement. If a Participant wants a refund, then this form must be returned to the Administrator within 90 days after the date the first automatic deferral is taken from the Participant's compensation.

BANKUNITED 401(K) PLAN

SAFE HARBOR NOTIFICATION TO ELIGIBLE EMPLOYEES
(includes Qualified Automatic Contribution Arrangement)

This is an annual notice and only applies to the Plan Year beginning on January 1, 2027.

This notice covers the following points:

- Whether the Plan's automatic enrollment feature applies to you;
- What amounts will be automatically taken from your pay and contributed to the Plan;
- What other amounts the Employer will contribute to the Plan for you; and
- When your Plan account will be vested (that is, not lost when you leave your job), and when you can receive a distribution of your Plan account.

You can find out more information about the Plan in the Plan's Summary Plan Description (SPD). You can obtain a copy of the SPD from the Plan Administrator.

I. Employee deferral contributions

You are allowed to defer a portion of your compensation to the Plan. These amounts are referred to as deferrals and are held in an account for your behalf. When you are permitted to take a distribution from the Plan, you will be entitled to all of your deferrals, as adjusted for any gains or losses. The type of compensation that may be deferred under the Plan is explained in the section of the Summary Plan Description entitled "What compensation is used to determine my Plan benefits?" (this is in the Article entitled "COMPENSATION AND ACCOUNT BALANCE").

Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The dollar limit may increase each year for cost-of-living adjustments. The Administrator will notify you of the maximum percentage you may defer.

If you are at least age 50 or will attain age 50 during a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

You may make either Regular 401(k) deferrals (pre-tax) or Roth 401(k) deferrals (after-tax). Your election regarding the amount and type of deferrals is irrevocable with respect to any deferrals already withheld from your compensation. If you make Regular 401(k) deferrals, your deferrals are not subject to income tax until distributed from the Plan. If you make Roth 401(k) deferrals, your deferrals are subject to income tax at the time of deferral. The Roth 401(k) deferrals, however, are not taxed when you receive a distribution from the Plan. In addition, if the distribution of Roth 401(k) deferrals is considered "qualified," then the earnings on the deferrals will not be subject to income tax when distributed from the Plan. Distributions from your Roth accounts will be considered "qualified" only if the distribution is on account of attainment of age 59 1/2, death or disability, and the distribution must not occur prior to the end of the 5-year participation period that begins with the first taxable year for which you made a Roth 401(k) deferral to the Plan, or if earlier, the first taxable year for which you made a Roth 401(k) deferral to another Roth 401(k) plan or Roth 403(b) plan that you rolled over to this Plan. Both types of deferrals are subject to Social Security taxes at the time of deferral. Your Employer will deduct the Social Security taxes, and in the case of Roth 401(k) deferrals will deduct income taxes, from your remaining compensation.

Automatic deferrals. The Plan includes an automatic enrollment feature known as a Qualified Automatic Contribution Arrangement ("QACA"). Under the QACA provisions of the Plan, **if you do not complete and return a salary reduction agreement**, then the Employer will automatically withhold a portion of your eligible compensation from your pay each payroll period and contribute that amount to the Plan as an elective deferral (the automatic amount is described below). If you wish to defer the automatic deferral amount, then you do not need to complete a salary reduction agreement. However, you may choose a different amount (including zero). You may make this election by submitting a salary reduction agreement to the Plan Administrator in accordance with the deferral procedures of the Plan.

Application of automatic deferral provisions. The automatic deferral provisions are effective as of August 16, 2009 and will only apply to the following Plan participants.

- **Application to new Participants.** If you are a new participant in the Plan, then the automatic deferral provisions apply if your Entry Date is on or following the effective date of the automatic deferral provisions.
- **Application to existing Participants.** If you were a Participant in the Plan as of the effective date of the automatic deferral provisions, then the automatic deferral provisions apply to you unless you have a salary reduction agreement in effect on the automatic deferral provisions effective date.

- The amount to be automatically withheld from your pay each payroll period will be equal to the percentage of compensation set forth in the table below.

Plan Year	Automatic Deferral Percentage
1-2	3%
3	4%
4	5%
5 and thereafter	6%

- The increase in the amount automatically withheld from your pay will be effective on the first day of the Plan Year.

Limited right to withdraw automatic deferrals. For a limited time, if your Employer automatically enrolled you and you did not want to participate in the Plan, you may elect to have the Plan distribute to you all of your prior automatic deferrals (adjusted for any earning or losses). You may make this election on the form provided to you by the Plan Administrator. You must make this election no later than 90 days after the first automatic deferral is taken from your compensation. If you elect to withdraw your automatic deferrals, then the entire amount will be subject to income taxes, but you will not be subject to the 10% premature distribution penalty tax, even if you receive the distribution prior to age 59 1/2. Also, if you withdraw your prior automatic deferrals, then you will forfeit any matching contributions related to those deferrals. If you take out automatic deferrals, then the Employer will treat you as having chosen to make no further contributions. However you can choose to continue or restart making contributions by completing a salary reduction agreement.

II. Employer Safe Harbor Contribution Election

To help you make an informed decision on the level of your own elective deferral contributions, if any, your Employer must inform you about the contributions it will make to the Plan. Your Employer has elected to make the following employer safe harbor contribution:

Safe Harbor Matching Contribution. In order to maintain "QACA safe harbor" status, your Employer will make a safe harbor matching contribution equal to the specified matching rate for each level of your elective deferral percentage according to the table below. This safe harbor matching contribution is 100% vested.

Elective Deferral Percentage	Matching Rate
1%	100%
2% - 6%	70%

For purposes of calculating the safe harbor matching contribution, your compensation and deferrals will be computed for the Plan Year.

III. Other Employer Contributions

IV. Suspension or reduction of safe harbor matching contribution.

The Employer retains the right to reduce or suspend the safe harbor matching contribution under the Plan. If the Employer chooses to do so, you will receive a supplemental notice explaining the reduction or suspension of the safe harbor matching contribution at least 30 days before the change is effective. The Employer will contribute any safe harbor matching contribution you have earned up to that point. At this time, the Employer has no such intention to suspend or reduce the safe harbor matching contribution.

V. Vesting

The following is a general explanation of the vesting provisions of the Plan. More details can be found in the Article of the SPD entitled "VESTING."

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- elective deferrals including Roth 401(k) deferrals and catch-up contributions
- rollover contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Qualified Safe Harbor Contributions

Your "vested percentage" in your account attributable to qualified safe harbor contributions is determined under the following schedule. You will always, however, be 100% vested in your qualified safe harbor contributions if you are employed on or after your Normal Retirement Age or if you terminate employment on account of your death, or if you terminate employment as a result of becoming disabled.

Vesting Schedule
Qualified Safe Harbor Contributions

Years of Service	Percentage
Less than 2	0%
2	100%

VI. Distribution provisions

The Plan and law impose restrictions on when you may receive a distribution from the Plan. Below is general information on when distributions may be made under the Plan. See the SPD for more details, including details on how benefits are paid. Also, at the time you are entitled to receive a distribution, the Plan Administrator will provide you with a notice explaining the rules regarding the taxation of the distribution.

You generally may not withdraw your deferral contributions except when one of the following events occurs: severance from employment with the Employer, death, or attainment of age 59 1/2. You are always 100% vested in your deferral contributions.

If your vested account balance exceeds $1,000, you may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment.

If your vested account balance does not exceed $1,000, a distribution of your vested account balance may be made to you as soon as administratively feasible following your termination of employment.

You may also withdraw money from the Plan from certain accounts if you have reached age 59 1/2 or if you have an immediate and heavy financial need. However, there are various rules and requirements that you must meet before any withdrawal is permitted. See the Article in the SPD entitled "DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT" for more details.

You may withdraw money from your rollover account at any time. See the Article in the SPD entitled "DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT" for more details.

If you: (i) are a reservist or National Guardsman; (ii) were/are called to active duty after September 11, 2001; and (iii) were/are called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

VII. Administrative procedures

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. Your election will become effective as soon as administratively feasible. Your election will remain in effect until you modify or terminate it.

You may revoke or make modifications to your salary deferral election in accordance with procedures that the Plan Administrator provides.

In addition to any other election periods provided above, you may make or modify a deferral election during the 30-day period immediately preceding the Plan Year for which this notice is being provided. For the Plan Year you become eligible to make deferrals, you may complete a salary deferral agreement during a 30-day period that includes the date you become eligible.

VIII. Investments

Right to direct investment/default investment. You have the right to direct the investment of your Pre-Tax 401(k) and Roth 401(k) deferrals (whether the deferrals result from the Plan's automatic deferral or from a salary reduction agreement) and also other accounts under the Plan (your "directed accounts") in any of the investment choices explained in the investment information materials provided to you.

We encourage you to make an investment election to ensure that amounts in the Plan are invested in accordance with your long-term investment and retirement plans. However, if you do not make an investment election, then the amounts that you could have elected to invest will be invested in a default investment that the Plan officials have selected.

IX. Employer's right to terminate Plan

Pursuant to the terms of the Plan, your Employer has the right, at any time, to terminate the Plan. Termination of the Plan will result in the discontinuance of all contributions to the Plan (including the safe harbor 401(k) contribution) with respect to any compensation you receive after the effective date of the termination. Termination of the Plan will not affect your right to receive any contributions you have accrued as of the effective date of the termination.

X. Additional information

This notice is not a substitute for the Summary Plan Description. The provisions of the Plan are very complex and you should always look at the Summary Plan Description if you have any questions about the Plan. If, after reading the Summary Plan Description, you still have questions, contact the Plan Administrator.

The Plan Administrator is the Employer. You may contact the Employer at:

Contact: BankUnited, Inc.

Address: 14820 Palmetto Frontage Road

Miami Lakes, Florida 33016

Telephone: 305-231-6400

Where to go for further investment information. You can obtain further investment information about the Plan's investment alternatives by contacting the Plan Administrator as listed above.

BANKUNITED 401(K) PLAN

ELECTION TO REFUND AND TO STOP DEFERRALS

As an eligible employee under BankUnited 401(k) Plan, I hereby elect not to have any further deferrals automatically taken from my compensation and I elect to have the Plan distribute to me all of my prior automatic deferrals and allocable earnings or losses on the deferrals. I understand that this election will not affect my ability to make future deferrals by subsequently electing to defer on a salary reduction agreement.

I understand that I must make this election within 90 days of the first automatic deferral being taken from my compensation and that this is a one-time election as to receiving a refund of my previous deferrals. I understand that I will pay income tax on the distributed amount, but I will not be subject to the 10% premature distribution penalty tax, even if I receive the distribution prior to age 59 1/2. The Plan will make the distribution as soon as practicable, but in no event later than the earlier of (1) the pay date of the second payroll period beginning after the election is received by the Plan Administrator, or (2) the first pay date that occurs at least 30 days after the election is received by the Plan Administrator.

I acknowledge that I will forfeit any matching contributions on the distributed amounts.

Date of execution: _____

_____
Signature of Administrator

_____
Print Name of Participant

_____
Signature of Participant

_____
Street Address (include apartment no.)

_____
Last 4 digits of Social Security Number

_____
City State Zip Code