
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 4, 2017 (December 29, 2016)

BankUnited, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

001-35039
(Commission File Number)

27-0162450
(I.R.S. Employer Identification No.)

14817 Oak Lane
Miami Lakes, FL 33016
(Address of principal executive offices) (Zip Code)

(305) 569-2000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On January 3, 2017, BankUnited, Inc. (the "Company") filed a Current Report on Form 8-K (the "Prior Report") that included, as Exhibit 10.2, the First Amendment to Employment Agreement, dated December 29, 2016, between BankUnited, Inc. and Rajinder P. Singh (the "December Amendment"). The December Amendment did not take into account the prior amendment to Mr. Singh's employment agreement dated May 6, 2016. Accordingly, Mr. Singh and the Company have agreed that the December Amendment will be restated in its entirety in the form of the Second Amendment to Employment Agreement, dated January 4, 2017, between the Company and Rajinder P. Singh (the "Restated Amendment"). The Restated Amendment removes Sections 5 and 6 of the December Amendment regarding Mr. Singh's long-term incentive opportunity.

The foregoing description of the Restated Amendment is qualified in its entirety by reference to the full text of the Restated Amendment, which is attached hereto as Exhibit 10.2.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
10.2	Second Amendment to Employment Agreement, dated January 4, 2017, between BankUnited, Inc. and Rajinder P. Singh.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: January 4, 2017

BANKUNITED, INC.

/s/ Leslie N. Lunak

Name: Leslie N. Lunak

Title: Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Description
10.2	Second Amendment to Employment Agreement, dated January 4, 2017, between BankUnited, Inc. and Rajinder P. Singh.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), dated as of the 4th day of January 2017, by and between BankUnited, Inc., a Delaware corporation (the "Company"), and Rajinder P. Singh ("Executive"), amends the Employment Agreement by and between the Company and Executive, dated as of February 2, 2016, as amended on May 6, 2016 (the "Agreement").

WHEREAS, in connection with the promotion of Executive to the positions of President and Chief Executive Officer of the Company to be effective on January 1, 2017, the Company has determined that it is necessary and advisable and in the best interests of the Company to amend the Agreement to reflect Executive's promotion.

WHEREAS, this Amendment restates in its entirety the First Amendment to Employment Agreement, dated as of the 29th day of December 2016, by and between the Company and Executive.

NOW, THEREFORE, the parties hereto agree as follows, effective from and after January 1, 2017 and subject to the continuing effectiveness of the Agreement as of such date:

1. Section 1 is hereby amended and restated in its entirety to read as follows:

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, 2017 (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. Section 2(a) is hereby amended and restated in its entirety to read as follows:

2. Position.

- (a) During the Employment Term, Executive shall serve as President and 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.

3. Section 2(b) is hereby amended by replacing the words "the board of directors of the Company (the "Board")" with the words "the Board".
4. Section 3(a) (Base Salary) is hereby amended by deleting the reference to "\$700,000" in the first sentence thereof and replacing it with "\$935,000". Except as expressly modified hereby, the terms and provisions of the Agreement remain in full force and effect.

[Signature Page Follows this Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

BANKUNITED, INC.

By: /s/ Leslie Lunak
Name: Leslie Lunak
Title: Chief Financial Officer

EXECUTIVE

/s/ Rajinder P. Singh
RAJINDER P. SINGH