
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **May 6, 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.

Employment Agreement Amendments

On May 6, 2016, the Compensation Committee (the “Compensation Committee”) of the Board of Directors of BankUnited, Inc., a Delaware corporation (the “Company”), approved amendments to the Employment Agreements dated February 2, 2016 (the “Employment Agreement Amendments”) by and between the Company and each of John A. Kanas and Rajinder P. Singh (each, an “Executive” and, together, the “Executives”), and the Executives entered into their respective Employment Agreement Amendments as of such date.

The Employment Agreement Amendments provide for the elimination of the specified size of each Executive’s long-term incentive awards and instead provide for the Company to determine the grant date fair value of the Executive’s long-term incentive awards, with the final value of each award to be determined by the Compensation Committee.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to each Executive’s Employment Agreement Amendment, which is filed as Exhibit 10.1 and 10.2 to this Current Report on Form 8-K and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

**Exhibit
Number Description**

10.1	Amendment to Employment Agreement by and between the Company and John A. Kanas dated May 6, 2016
10.2	Amendment to Employment Agreement by and between the Company and Rajinder P. Singh dated May 6, 2016

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: May 6, 2016

BANKUNITED, INC.

/s/ Leslie N. Lunak

Name: Leslie N. Lunak

Title: Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment to Employment Agreement by and between the Company and John A. Kanas dated May 6, 2016
10.2	Amendment to Employment Agreement by and between the Company and Rajinder P. Singh dated May 6, 2016

**AMENDMENT TO
EMPLOYMENT AGREEMENT**

This AMENDMENT, dated May 6, 2016 (this "Amendment"), is 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 February 2, 2016 (the "Employment Agreement"); and

WHEREAS, the Company and Executive desire to make certain changes to the Employment Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Company and Executive agree as follows:

1. The first sentence of Section 3(c)(i) shall be deleted in its entirety and replaced with the following:

"In each calendar year during the Employment Term (generally expected to occur during the first calendar quarter of the year), Executive shall be eligible to receive, as determined by the Compensation Committee, a grant of restricted stock units in accordance with this Section 3(c)(i) (the "Performance Units") having a grant date fair value as determined by the Company, 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 (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")."

2. The first sentence of Section 3(c)(ii) shall be deleted in its entirety and replaced with the following:

"In each calendar year during the Employment Term, Executive shall be eligible to receive, as determined by the Compensation Committee, a grant of restricted stock units in accordance with this Section 3(c)(ii) having a grant date fair value as determined by the Company (the "Restricted Stock Units")."

3. The Employment Agreement, except as expressly modified herein, shall remain in full force and effect.

4. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof that would direct the application of the laws of any other jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Company and Executive have caused this Amendment to the Employment Agreement to be executed and delivered as of the date first written above, to be effective immediately.

BANKUNITED, INC.

/s/ Leslie N. Lunak

Name: Leslie N. Lunak

Title: Chief Financial Officer

EXECUTIVE

/s/ John A. Kanas

John A. Kanas

**AMENDMENT TO
EMPLOYMENT AGREEMENT**

This AMENDMENT, dated May 6, 2016 (this "Amendment"), is 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 February 2, 2016 (the "Employment Agreement"); and

WHEREAS, the Company and Executive desire to make certain changes to the Employment Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Company and Executive agree as follows:

1. The first sentence of Section 3(c)(i) shall be deleted in its entirety and replaced with the following:

"In each calendar year during the Employment Term (generally expected to occur during the first calendar quarter of the year), Executive shall be eligible to receive, as determined by the Compensation Committee, a grant of restricted stock units in accordance with this Section 3(c)(i) (the "Performance Units") having a grant date fair value as determined by the Company, 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 (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")."

2. The first sentence of Section 3(c)(ii) shall be deleted in its entirety and replaced with the following:

"In each calendar year during the Employment Term, Executive shall be eligible to receive, as determined by the Compensation Committee, a grant of restricted stock units in accordance with this Section 3(c)(ii) having a grant date fair value as determined by the Company (the "Restricted Stock Units")."

3. The Employment Agreement, except as expressly modified herein, shall remain in full force and effect.

4. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof that would direct the application of the laws of any other jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Company and Executive have caused this Amendment to the Employment Agreement to be executed and delivered as of the date first written above, to be effective immediately.

BANKUNITED, INC.

/s/ Leslie N. Lunak

Name: Leslie N. Lunak

Title: Chief Financial Officer

EXECUTIVE

/s/ Rajinder P. Singh

Rajinder P. Singh