
**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): February 14, 2019 (**February 13, 2019**)

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act

Item 1.01 Entry into a Material Definitive Agreement

The information set forth in Item 1.02 of this Current Report on Form 8-K is incorporated by reference into this Item 1.01.

Item 1.02 Termination of a Material Definitive Agreement

On February 13, 2019, BankUnited, National Association (the “Bank”), a wholly owned subsidiary of BankUnited, Inc. (the “Company”), entered into a termination agreement (the “Termination Agreement”) with the Federal Deposit Insurance Corporation (the “FDIC”) that terminates the Bank’s single-family loan shared-loss agreement with the FDIC (the “Single Family Shared-Loss Agreement”) effective immediately. The Bank has made a payment of approximately seven thousand dollars to the FDIC in connection with the termination and all rights and obligations of the Bank and the FDIC under the Single Family Shared-Loss Agreement have been terminated.

The foregoing description of the Termination Agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the Termination Agreement, a copy of which is attached hereto as Exhibit 10.1 and the terms of which are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Termination Agreement, dated as of February 13, 2019, by and among the Federal Deposit Insurance Corporation as Receiver of BankUnited, FSB, Coral Gables, Florida, BankUnited n/k/a BankUnited, N.A., and the Federal Deposit Insurance Corporation.

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: February 14, 2019

BANKUNITED, INC.

/s/ Leslie N. Lunak

Name: Leslie N. Lunak

Title: Chief Financial Officer

TERMINATION AGREEMENT

AMONG

**FEDERAL DEPOSIT INSURANCE CORPORATION
RECEIVER OF BANKUNITED, FSB
CORAL GABLES, FLORIDA**

FEDERAL DEPOSIT INSURANCE CORPORATION

and

BANKUNITED

DATED AS OF

FEBRUARY 13, 2019

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (the “Agreement”), is made and entered into as of the 13th day of February, 2019, by and among the **FEDERAL DEPOSIT INSURANCE CORPORATION** as **RECEIVER OF BANKUNITED,FSB, CORAL GABLES, FLORIDA** (the “Receiver”), **BANKUNITED n/k/a BANKUNITED, N.A.**, organized under the laws of the United States of America and having its principal place of business in Miami Lakes, Florida (the “Assuming Institution”), and the **FEDERAL DEPOSIT INSURANCE CORPORATION**, organized under the laws of the United States of America and having its principal office in Washington, D.C., acting in its corporate capacity (the “Corporation”).

RECITALS

- A. The Receiver, the Assuming Institution and the Corporation entered into a Purchase and Assumption Agreement (“P&A Agreement”) dated as of May 21, 2009 which included a Single Family Shared-Loss Agreement (“SFSLA”) as Exhibit 4.15A and a Commercial and Other Assets Shared-Loss Agreement as Exhibit 4.15B (“CSLA”)(together the “Shared-Loss Agreements”);
- B. The Receiver, the Assuming Institution and the Corporation entered into an Addendum to Purchase and Assumption Agreement dated as of May 21, 2009 (the “Addendum”) which in effect amended the SFSLA by permitting the Assuming Institution to sell up to two and one-half percent (2.5%) of Single Family Shared-Loss Loans on an annual basis without the Receiver’s consent with losses on such sales constituting Portfolio Losses as defined in the SFSLA;
- C. The SFSLA was later amended effective as of November 2, 2010 and further amended effective as of December 22, 2010.
- D. The CSLA has terminated in accordance with its terms;
- E. The Receiver, the Assuming Institution and the Corporation desire to terminate the Single Family Shared-Loss Agreement as amended.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other valuable consideration, the parties hereto agree as follows:

ARTICLE I
CLOSING

Except as noted below in Section 2.1 and subject to the satisfaction, or waiver in writing of the conditions precedent set forth in Article III, the transactions contemplated by this Agreement shall be consummated at a closing (the "Closing") to be held in person or by electronic means, as the Receiver shall direct, on February 13, 2019, or such earlier or later date, or in such other manner, as the parties hereto may agree in writing (the "Closing Date").

ARTICLE II
PAYMENTS AND TERMINATION

2.1 Payment of Termination Amount. Within two Business Days after the Closing Date, subject to the satisfaction or waiver in writing of the conditions precedent set forth herein, the Assuming Institution shall pay or cause to be paid to the Receiver by wire transfer in immediately available funds Seven Thousand Thirty Four Dollars (\$7,034) (the "Termination Amount"). The Assuming Institution and the Receiver hereby acknowledge that the amount of any shared-loss claims filed by the Assuming Institution but not yet paid by the Receiver were accounted for in the calculation of the Termination Amount.

2.2 Legal Action; Utilization of Special Receivership Powers. As of the Closing Date, the Assuming Institution's right, under Article III of the Shared-Loss Agreements, to request to utilize any special legal power or right which the Assuming Institution derived as a result of having acquired an asset from the Receiver shall terminate; provided, however, any prior requests to utilize such special powers or rights that were granted by the Receiver shall not be affected hereby, and the Assuming Institution may continue to use such special legal rights or powers in the litigation in which the permission to use those special legal powers or rights was given. Notwithstanding the foregoing, the Assuming Institution shall continue to have all rights and remedies available to it under applicable state and federal laws, which shall not be limited or altered by this Agreement.

2.3 Release. Except for the rights and obligations created by this Agreement, the Receiver, the Corporation and the Assuming Institution, upon the Closing Date and subject to timely payment of the Termination Amount in accordance with Section 2.1 of this Agreement, on behalf of themselves, and their respective officers, directors, employees, shareholders, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns, hereby unconditionally, knowingly, and voluntarily release and forever discharge each other and their respective officers, directors, employees, shareholders, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns (collectively "Released Parties") to the extent permitted by law, from any and all claims, demands, actions, causes of action, suits, controversies, liabilities, damages, costs, and expenses of any kind or character whatsoever, absolute or contingent, whether presently known or hereafter discovered, that arise under or relate in any way to the Shared-Loss Agreements.

ARTICLE III
CONDITIONS PRECEDENT

The obligations of the parties to this Agreement are subject to the Receiver and the Corporation having received at or before the Closing Date evidence reasonably satisfactory to each of any necessary approval, waiver, or other action by any governmental authority, the board of directors of the Assuming Institution, or other third party, with respect to this Agreement and the transactions contemplated hereby, and any agreements, documents, matters or proceedings contemplated hereby or thereby.

ARTICLE IV
MISCELLANEOUS

4.1 No Third Party Beneficiary. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any Person other than the Receiver, the Corporation and the Assuming Institution (and their respective successors and assigns) any legal or equitable right, remedy or claim under or with respect to this Agreement or any provisions contained herein, it being the intention of the parties hereto that this Agreement, the obligations and statements of responsibilities hereunder, and all other conditions and provisions hereof are for the sole and exclusive benefit of the Receiver, the Corporation and the Assuming Institution and that there be no other third party beneficiaries.

4.2 Rights Cumulative. Except as otherwise expressly provided herein, the rights of each of the parties under this Agreement are cumulative, may be exercised as often as any party considers appropriate and are in addition to each such party's rights under this Agreement, any of the agreements related thereto or under applicable law. Any failure to exercise or any delay in exercising any of such rights, or any partial or defective exercise of such rights, shall not operate as a waiver or variation of that or any other such right, unless expressly otherwise provided.

4.3 Entire Agreement. This Agreement embodies the entire agreement of the parties hereto in relation to the subject matter herein and supersedes all prior understandings or agreements, oral or written, between the parties.

4.4 Counterparts.

(a) This Agreement may be executed in any number of counterparts and by the duly authorized representative of a different party hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

(b) Each counterpart of this Agreement will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Agreement may raise the use of a facsimile machine or other electronic means to deliver an executed document or the fact that any signature or agreement was transmitted or communicated through the use of a

facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

4.5 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES OF AMERICA, AND IN THE ABSENCE OF CONTROLLING FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

4.6 Successors. All terms and conditions of this Agreement shall be binding on the successors and assigns of the Receiver, the Corporation and the Assuming Institution.

4.7 Modification. No amendment or other modification, rescission or release of any part of this Agreement shall be effective except pursuant to a written agreement subscribed by the duly authorized representatives of the parties hereto.

4.8 Waiver. Each of the Receiver, the Corporation and the Assuming Institution may waive its respective rights, powers or privileges under this Agreement; provided that such waiver shall be in writing; and further provided that no failure or delay on the part of the Receiver, the Corporation or the Assuming Institution to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege by the Receiver, the Corporation, or the Assuming Institution under this Agreement, nor will any such waiver operate or be construed as a future waiver of such right, power or privilege under this Agreement.

4.9 Severability. If any provision of this Agreement is declared invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

4.10 Survival of Covenants. The covenants, representations, and warranties in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated hereunder.

4.11 Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings given such terms in the P&A Agreement or the Shared-Loss Agreements, as applicable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by themselves or their respective officers, as the case may be, as of the day and year first above written.

**FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER OF BANKUNITED, FSB**

BY: _____
NAME: Robert N. Stoner, Jr.
TITLE: Assistant Director, DRR

Attest:

FEDERAL DEPOSIT INSURANCE CORPORATION

BY: _____
NAME: Robert N. Stoner, Jr.
TITLE: Assistant Director, DRR

Attest:

BANKUNITED n/k/a BANKUNITED, N.A.

BY: _____
NAME:
TITLE:

Attest: