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

**FORM 8-K/A
(Amendment No. 1)**

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 16, 2017**

CNO Financial Group, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other
Jurisdiction of Incorporation)

001-31792
(Commission File Number)
11825 North Pennsylvania Street
Carmel, Indiana 46032
(Address of Principal Executive Offices) (Zip Code)

75-3108137
(I.R.S. Employer
Identification No.)

(317) 817-6100
(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 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 17, 2017, CNO Financial Group, Inc. (“CNO” or the “Company”) filed a Form 8-K to report that (i) Edward J. Bonach will be retiring as Chief Executive Officer and as a member of the Board of Directors of CNO (the “Board”) effective December 31, 2017, (ii) Gary C. Bhojwani, currently President of CNO, was appointed Chief Executive Officer of the Company, effective January 1, 2018, and (iii) the Board had elected Mr. Bhojwani as a Director, effective May 16, 2017, increasing the size of the Board to 10 members.

On August 9, 2017, the Board approved an Amendment to the Employment Agreement between CNO and Mr. Bhojwani. The amendment extends the term of his employment agreement through December 31, 2020 and makes other changes in connection with his appointment as successor Chief Executive Officer.

A copy of the Amendment is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01(d). Financial Statements and Exhibits.

The following is filed as an exhibit to this Current Report on Form 8-K/A:

- 10.1 Amendment dated as of August 9, 2017 to Employment Agreement between CNO and Gary C. Bhojwani.

SIGNATURES

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.

CNO Financial Group, Inc.

Date: August 10, 2017

By: /s/ John R. Kline

John R. Kline

Senior Vice President and
Chief Accounting Officer

AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 9th day of August, 2017, between CNO Financial Group, Inc. (the “Company”) and Gary C. Bhojwani (“Executive”).

Recitals

- A. The Company and Executive entered into an Employment Agreement dated as of April 6, 2016 (the “Agreement”).
- B. On May 16, 2017, the Company announced that the Company’s current Chief Executive Officer would be retiring on December 31, 2017 and that Executive had been named successor Chief Executive Officer, effective January 1, 2018.
- C. In connection with the forthcoming changes in Executive’s duties, the Company and Executive desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged:

1. Section 2 of the Agreement is hereby amended solely to change the ending date of the Term from April 18, 2019 to December 31, 2020. All other provisions of Section 2 of the Agreement shall remain unchanged.
2. Section 3 of the Agreement shall be amended in its entirety to read as follows:

Duties. Executive shall be engaged by the Company in the capacity of President of the Company through December 31, 2017 and shall report in such capacity to the current Chief Executive Officer regarding the performance of his duties. Effective January 1, 2018 and during the remainder of the Term, Executive shall be engaged by the Company in the capacity of Chief Executive Officer and in such capacity shall report exclusively to the Company’s Board of Directors (the “Board”) regarding the performance of his duties. Effective May 16, 2017, Executive was elected as a member of the Board. During the remaining Term, the Board will nominate Executive for election to the Board at any annual or special meetings of the Company’s shareholders at which directors are elected. Such Board membership shall be subject to re-election by the shareholders of the Company at each annual or special meeting at which directors are elected.

3. Section 4 of the Agreement is hereby amended by deleting the first sentence in its entirety and replacing it with the following:

During the Term, subject to the direction and control of the Chief Executive Officer through December 31, 2017 or such earlier date as the Board shall determine, and subject to the Board's direction and control thereafter, Executive shall have the power and authority commensurate with his executive status and necessary to perform his duties hereunder.

All other provisions of Section 4 of the Agreement shall remain unchanged.

4. Section 5(b) of the Agreement is hereby amended by deleting the penultimate sentence in its entirety and replacing it with the following:

Notwithstanding the above, the 2020 bonus will be paid at the same time that similar payments are made to other Company executives if Executive remains employed through the end of the Term.

All other provisions of Section 5(b) of the Agreement shall remain unchanged.

5. Section 6(b) of the Agreement is hereby amended solely to change "four weeks" to "six weeks." All other provisions of Section 6(b) of the Agreement shall remain unchanged.

6. The first two sentences of Section 10(c) of the Agreement are hereby amended in their entirety to read as follows:

Executive's employment may be terminated in a Control Termination. A "Control Termination" shall mean any termination by the Company (or its successor), of Executive's employment for any reason, or by Executive With Reason as so defined, within six months in anticipation of or within two years following a Change in Control.

All other provisions of Section 10(c) of the Agreement shall remain unchanged.

7. Section 10(d) of the Agreement is hereby amended to delete "Carmel, Indiana or" from clause (iii) of that section. All other provisions of Section 10(d) of the Agreement shall remain unchanged.
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8. The first sentence of Section 11(d) of the Agreement is hereby amended in its entirety to read as follows:

In the event that Executive is terminated by the Company (or its successor) in a Control Termination as so defined, or if Executive terminates his employment With Reason in a Control Termination, then the Company shall pay Executive within 30 days of the Termination Date the Accrued Amounts.

9. Section 11(d) of the Agreement is hereby also amended to change “two times” to “three times” in clause (iii) of that section. All other provisions of Section 11(d) of the Agreement shall remain unchanged.

All provisions of the Agreement not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Employment Agreement as of the date first above written.

CNO FINANCIAL GROUP,
INC.

By: /s/ Neal C. Schneider
Neal C. Schneider, Board
Chair

/s/ Gary C. Bhojwani
Gary C. Bhojwani