Section 1: SC 13D/A (FORM SC 13D/A)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 12)*

JANUS CAPITAL GROUP INC.

(Name of Issuer)

Common Stock, par value $0.01 per Share

(Title of Class of Securities)

47102X105

(CUSIP Number)

Taku Murakawa
General Manager, Actuarial and Accounting Unit
Dai-ichi Life Holdings, Inc.
13-1, Yurakucho 1-Chome,
Chiyoda-ku, Tokyo, 100-8411 Japan
+81-50-3780-4384

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

October 3, 2016

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-l(f) or 240.13d-l(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Item 1. Security and Issuer

This Amendment No. 12 (this "**Amendment No. 12**") amends the Schedule 13D that was filed on August 17, 2012 (as amended by Amendment No. 1 filed on August 29, 2012, Amendment No. 2 filed on September 18, 2012, Amendment No. 3 filed on September 25, 2012, Amendment No. 4 filed on October 1, 2012, Amendment No. 5 filed on October 12, 2012, Amendment No. 6 filed on November 5, 2012, Amendment No. 7 filed on November 13, 2012, Amendment No. 8 filed on November 16, 2012, Amendment No. 9 filed on November 28, 2012 and Amendment No. 10 filed on December 4, 2012 and Amendment No. 11 filed on January 22, 2013, the "**Schedule 13D**") by Dai-ichi Life Holdings, Inc. (formerly The Dai-ichi Life Insurance Company, Limited) (the "**Investor**"), relating to the issued and outstanding shares of common stock, par value $0.01 per share (the "**Company Common Stock**"), of Janus Capital Group Inc., a Delaware corporation (the "**Company**"). The principal executive offices of the Company are located at 151 Detroit Street, Denver, Colorado 80206. Beginning on the date this Amendment No. 12 is filed, all references in the Schedule 13D to the Schedule 13D shall be deemed to refer to the Schedule 13D as amended by this Amendment No. 12. Only those items reported in this Amendment No. 12 are amended and all other items in the Schedule 13D remain unchanged. Capitalized terms used in this Amendment No. 12 and not defined herein shall have the meanings given to such terms in the Schedule 13D.

Item 2. Identity and Background

Item 2 is hereby amended by replacing the first paragraph thereof with the following:

This Statement is being filed by Dai-ichi Life Holdings, Inc. (previously named The Dai-ichi Life Insurance Company, Limited until October 1, 2016) (the "**Investor**"). The address of the principal business and principal office of the Investor is 13-1, Yurakucho 1-Chome, Chiyoda-ku, Tokyo, 100-8411 Japan.

Item 4. Purpose of Transaction

Item 4 is hereby amended by deleting the last two paragraphs and adding the following to the end thereof:

On October 3, 2016, the Company and Henderson Group plc ("**Henderson**") entered into a definitive agreement ("**Merger Agreement**") for an all-stock merger of equals (the "**Merger**") pursuant to which at the closing of the merger (the "**Closing**") the Company shall become a wholly-owned subsidiary of Henderson and the Investor's shares in the Company will be converted into shares of common stock of Henderson which will be renamed Janus Henderson ("**New Company**"). Subject to certain approvals, the common stock of New Company will be listed on the New York Stock Exchange as of the Closing.

On October 3, 2016, the Investor also entered into the Voting and Support Agreement (the "**Voting Agreement**") with the Company and Henderson pursuant to which the Investor has agreed, among other things, to vote its shares in the Company in favor of the Merger. The Voting Agreement will terminate if, among other things, the Merger Agreement is terminated.

On October 3, 2016, the Investor entered into an Amended and Restated Investment and Strategic Cooperation Agreement (the "**Amended Investment Agreement**") with the Company and Henderson. Pursuant to the terms of the Amended Investment Agreement, the terms and conditions of the Investment Agreement have been maintained subject to certain adjustments described herein. Prior to the Closing, the terms of the Amended Investment Agreement apply to the Company. From and after the Closing, under the Amended Investment Agreement, the rights and obligations of the Company become the rights and obligations of the New Company and the Investor's rights and obligations with respect to the Company will become rights and obligations with respect to the New Company. If the Merger is not consummated, the terms of the Investment Agreement will be reinstated. After the Closing, the Investor's minimum ownership percentage (the "**Applicable Percentage**") in the New Company that is required to maintain various of Investor's rights will be the percentage ownership held by the Investor in the New Company immediately after giving effect to the Merger, as reduced by certain subsequent dilution that results from issuances of shares of common stock by the New Company. The Investor's rights that are subject to the maintenance of ownership of at least the Applicable Percentage include pre-emptive rights, board designation rights, and information rights with respect to the New Company. The Investor has agreed not to acquire more than 20% of the issued and outstanding shares of the shares of common stock of the New Company. After the Closing, the Investor will be required to invest up to $500,000,000 in additional investment products managed by one or more of the New Company's affiliates. The transfer restrictions that were initially applicable under the Investment Agreement have been reinstated such that within three years of the date of the Amended Investment

Agreement the Investor cannot, without the New Company's consent, transfer its shares of the common stock of the New Company, except for under limited circumstances. The Investor and the New Company have a termination right if the Investor's ownership of the New Company drops below the Applicable Percentage for any consecutive five business day period. Commencing three years after the Closing, the Investor and the New Company will also have the right to terminate upon 90 days' notice to the other party.

On October 3, 2016, the Investor entered into an Option Agreement (the "**New Company Option Agreement**") with the Henderson pursuant to which Henderson has agreed, subject to the Closing, to grant to the Investor 20 conditional options, each to purchase 5,000,000 shares of common stock of the New Company with an exercise price of £2.9972 per share, which collectively give the Investor an option to purchase up to approximately 5% of New Company common stock. All of the options are conditioned on the Closing and 9 of the conditional options are also conditioned on the approval of the shareholders of Henderson. The options will be exercisable by the Investor following the closing of the Merger for a period measured as the two-year period ending on the 24-month anniversary of the date of the New Company Option Agreement. The aggregate consideration paid by the Investor to Henderson for entering into the New Company Option Agreement will be £19,778,800.00 payable at the Closing. The New Company Option Agreement will terminate if, among other things, the Merger Agreement or the Amended Investment Agreement is terminated.

The foregoing summaries of the Investment Agreement, the Option Agreement, the Voting Agreement, the Amended Investment Agreement and the New Company Option Agreement do not purport to be complete and are qualified in their entirety by reference to the Investment Agreement, the Option Agreement, the Voting Agreement, the Amended Investment Agreement and the New Company Option Agreement, which are filed as Exhibits 1, 2, 3, 4 and 5 respectively, to this Statement and are incorporated herein by reference. Except as set forth in this Statement and in connection with the Investment Agreement, the Option Agreement, the Voting Agreement, the Amended Investment Agreement and the New Company Option Agreement, the Investor has no plans or proposals that relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. The Investor may, at any time and from time to time, but subject to the terms and conditions of the Amended Investment Agreement, review or reconsider its position and/or change its purpose and/or formulate plans or proposals with respect thereto.

Without limiting the generality of the foregoing sentence, subject to the terms and conditions of the Amended Investment Agreement, the Investor intends to review its holdings in the Company on a continuing basis and, depending upon the price and availability of the Company Common Stock, subsequent developments affecting the Company, the business prospects of the Company, general stock market and economic conditions, tax considerations and other factors deemed relevant, may consider increasing or decreasing its investment in the Company.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby replaced by the following:

The information in Item 4 is incorporated herein by reference. Except for the Investment Agreement, the Option Agreement, the Voting Agreement, the Amended Investment Agreement and the New Company Option Agreement, to the best knowledge of the Investor, there are no contracts, arrangements, understandings or relationships (legal or otherwise), among the persons named in Item 2, or between such persons and any person with respect to any securities of the Company, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, and including any securities pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, other than standard default and similar provisions contained in loan agreements.

Item 7. Material to be Filed as Exhibits

Item 7 is hereby amended by adding the following after Exhibit 2 in the table thereof:

3.	Voting and Support Agreement, by and among Janus Capital Group Inc., Henderson Group plc and Dai-ichi Life Holdings, Inc., dated as of October 3, 2016 (incorporated by reference to Exhibit 10.1 of the Company's current report on Form 8-K, filed on October 3, 2016).

4. Amended and Restated Investment and Strategic Cooperation Agreement by and among Janus Capital Group Inc., Henderson Group plc and Dai-ichi Life Holdings, Inc., dated as of October 3, 2016 (incorporated by reference to Exhibit 10.2 of the Company's current report on Form 8-K, filed on October 3, 2016).

5. Option Agreement, by and between Henderson Group plc and Dai-ichi Life Holdings, Inc., dated as of October 3, 2016.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dai-ichi Life Holdings, Inc.

Date: October 4, 2016

By: /s/ Taku Murakawa
Name: Taku Murakawa
Title: General Manager, Actuarial and Accounting Unit

(Back To Top)

Section 2: EX-5 (EXHIBIT 5)

Exhibit 5

Option Agreement

OPTION AGREEMENT, dated as of October 3, 2016 (this "Agreement"), by and between Henderson Group plc, a public company incorporated in Jersey with registered number 101484 and having its registered office at 47 Esplanade, St Helier, Jersey JE1 0BD (the "Company"), and Dai-ichi Life Holdings, Inc., a Japanese corporation (the "Investor"). The Company and the Investor may be referred to in this Agreement individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, concurrently with the execution of this Agreement, the Company is entering into an Agreement and Plan of Merger (the "Merger Agreement"), by and among the Company, Janus Capital Group Inc., a Delaware corporation ("JCG"), and Horizon Orbit Corp., a company incorporated in Delaware, USA with registered number 6159764 and having its registered office at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, USA ("Merger Sub"), pursuant to which Merger Sub will be merged with and into JCG, with JCG surviving as the surviving corporation and a wholly-owned subsidiary of the Company;

WHEREAS, concurrently with the execution of this Agreement, the Company, the Investor and JCG are entering into an Amended and Restated Investment and Strategic Cooperation Agreement (the "Investment Agreement"); and

WHEREAS, the Company desires to grant the Investor a series of conditional options to subscribe for or purchase ordinary shares in the Company (the "Company Common Stock") in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

(a) Definitions. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings ascribed to them in the Investment Agreement.

(b) Conditional Option.

(i) The Company hereby grants to the Investor:

(A) 11 conditional options (each, an "Approved Conditional Option" and collectively, the "Approved Conditional Options"), each to subscribe for or purchase 5,000,000 shares of the Company Common Stock (such shares, the "Approved Option Shares"), for a purchase price of £2.9972 per share (the "Approved Option Price"), and

(B) subject to the passing of a resolution of the shareholders of the Company approving their allotment and issue (the "Shareholder Resolution"), 9 conditional

options (each, an "Unapproved Conditional Option" and collectively, the "Unapproved Conditional Options" and, together with the Approved Conditional Options, the "Conditional Options"), each to subscribe for or purchase 5,000,000 shares of the Company Common Stock (such shares, the "Unapproved Option Shares" and, together with the Approved Option Shares, the "Option Shares"), for a purchase price of £2.9972 per share (the "Unapproved Option Price"),

in each case, subject to the terms and limitations set forth herein. For the avoidance of doubt, each Conditional Option may only be exercised or settled in shares of Company Common Stock and no net settlement or cash settlement shall be permitted hereunder. In the event that, prior to exercise of a Conditional Option, the Company changes the number of shares of Company Common Stock issued and outstanding as a result of a reclassification, stock split (including a reverse split), stock-based dividend or distribution, merger, subdivision, combination or other similar transaction (other than, for the avoidance of doubt, pursuant to the Merger Agreement), the number of Option Shares and the number of shares of Company Common Stock contained in each Conditional Option shall be adjusted appropriately to provide to the Investor the same economic and ownership effect as contemplated by this Agreement prior to such reclassification, split, dividend, distribution, merger, subdivision, combination or similar transaction. The rights of Dawn shall be changed to the extent necessary to comply with ASX Listing Rule 7.22 (or any similar ASX Listing Rule) applying to a reorganization of capital at the time of any such reorganization.

(ii) The Investor shall have the right to exercise one or more (or all) of the Conditional Option(s) following the Closing, provided, that in no event shall the Investor have the right to exercise a Conditional Option to the extent that such exercise would cause the Investor's Beneficial Ownership of shares of the Company Common Stock to exceed the Ownership Limit. For the avoidance of doubt, each Conditional Option may only be exercised in whole and not in part. The Conditional Options, if unexercised, do not give the Investor any right to participate in new issuances of Company Common Stock in respect of the Option Shares subject to the Conditional Options (excluding for the avoidance of doubt any rights that the Investor has to participate in new issuances of Company Common Stock generally pursuant to the Investment Agreement).

(iii) This Agreement, and each Conditional Option hereunder, shall terminate on the earlier of (A) the date that is 24 months from the date hereof, (B) the termination of the Investment Agreement in accordance with its terms, (C) the termination of the Merger Agreement in accordance with its terms and (D) the failure of the Investor to pay the Option Consideration substantially concurrently with the Closing.

(iv) The Investor acknowledges that (i) the Option Shares have not been registered under the Securities Act or any other securities laws, by reason of their issuance by the Company in a transaction exempt from the registration requirements thereof and (ii) any Option Shares purchased pursuant to this Agreement may not be sold unless such disposition is registered under the Securities Act and applicable securities laws or is exempt from registration thereunder; the Investor acknowledges that, except as provided in Exhibit B to the Investment Agreement, the Company does not have any obligation to register any Option Shares.

(c) Option Consideration. The Parties agree that the aggregate value of the Conditional Options has been reasonably determined by the mutual agreement of the Parties and that, substantially concurrently with the Closing, such value, which is equal to £ 19,778,800.00 (the "Option Consideration"), shall be paid in immediately available funds in £ by Investor to the account of Company notified to the Investor in writing at least five Business Days prior to Closing Date. If the Shareholder Resolution is not passed, no amount shall be due from the Investor to the Company in respect of the Unapproved Option Shares.

(d) Exercise Procedures. To exercise one or more (or all) of the Conditional Option(s), the Investor shall deliver an irrevocable written notice of such exercise (the "Exercise Notice") to the Company at the address set forth in subsection (e) below. The Exercise Notice shall indicate the number of Conditional Options that the Investor is exercising. As promptly as reasonably practicable, but not less than five Business Days, following the delivery of an Exercise Notice to the Company, the Company and the Investor shall effect the closing of the exercise of the Conditional Option(s) indicated by the Exercise Notice. At such closing, (a) the Investor shall pay or cause to be paid to the account of Company provided by written notice from the Company to the Investor at least five Business Days prior to Closing an amount in £ that is equal to the aggregate Approved Option Price in respect of the number of Approved Option Shares and, subject to the passing of the Shareholder Resolution, an amount in £ that is equal to the aggregate Unapproved Option Price in respect of the number of Unapproved Option Shares, in each case as contained in the exercised Conditional Option(s), and (b) the Company shall issue the Option Shares contained in the exercised Conditional Option(s) to the Investor (excluding any Unapproved Option Shares in the event that the Shareholder Resolution has not been passed).

(e) Notices. All notices, demand or other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first class mail, return receipt requested, facsimile, courier service, overnight mail or personal delivery:

If to the Company:

Henderson Group plc
201 Bishopsgate
London
EC2M 3AE
United Kingdom
Attn: General Counsel
Fax: +44 (0)20 7818 1819

With a copy (which shall not constitute notice) to:

Freshfields Bruckhaus Deringer US LLP
601 Lexington Avenue
New York, NY 10022
United States of America
Attention: Peter D. Lyons, Esq.
Email: peter.lyons@freshfields.com
Attention: Matthew F. Herman, Esq.
Email: matthew.herman@freshfields.com
Facsimile: +1 (212) 277 4001

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS
United Kingdom
Attention: Simon Marchant
Email: simon.marchant@freshfields.com
Attention: Oliver Lazenby
Email: oliver.lazenby@freshfields.com
Facsimile: +44 20 7832 7001

If to the Investor:

Dai-ichi Life Holdings, Inc.
13-1, Yurakucho 1-chome, Chiyoda-ku, Tokyo 100-8411, Japan
Attention: Chief of Asset Management Business Unit
Facsimile: +81 (3) 5221-3971

With a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: George R. Bason, Jr.
Michael Davis
Facsimile: +1 (212) 701-5800

(f) Miscellaneous.

(i) This Agreement and the Investment Agreement contain the entire understanding of the parties in respect of the subject matter hereof, and supersede all prior agreements, written or oral, with respect thereto.

(ii) THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY UNDER THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

(iii) THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF NEW YORK, IN THE STATE OF NEW YORK OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE AFFAIRS OF THE COMPANY. TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, THE PARTIES HERETO IRREVOCABLY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, ANY CLAIM THAT THEY ARE NOT SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR

PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(iv) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY WAIVES AND COVENANTS THAT IT SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY THAT THIS SECTION CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH IT IS RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. EITHER PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(v) Each Party hereto hereby acknowledges that irreparable damage would occur, and the remedies at law of each other Party hereto would be inadequate, if any term or provision hereof were not performed or observed strictly in accordance herewith, and hereby unconditionally and irrevocably waives any defense that may be available to it that any other Party's remedies at law are adequate or that its injuries are not irreparable. Each Party hereto may, without posting any bond or other security and in addition to any remedy available to it at law, obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available to it.

(vi) Neither this Agreement nor any of the rights granted herein (including any of the Conditional Options), nor any of the other interests and obligations created hereunder, may be transferred, assigned or delegated by either Party without the prior written consent of the other Party (provided that no Conditional Option shall be transferred, assigned or delegated by any Party to any person if, as a result of such transfer, assignment or delegation the Company would be in breach of, or of any consent issued to the Company pursuant to, Article 4 of the Control of Borrowing (Jersey) Order 1958), and any purported transfer, assignment or delegation without such consent shall be void, except that the Investor may, upon prior notice to the Company, transfer this Agreement and all of its rights, interests and obligations herein to any majority-owned Affiliate of the Investor without the consent of the Company.

(vii) This Agreement may be executed in one or more counterparts (by facsimile or otherwise), each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each party hereto or a duly authorized officer of each party hereto as of the date first above written.

HENDERSON GROUP PLC

By: /s/ Andrew Formica
Name: Andrew Formica
Title: Chief Executive

DAI-ICHI LIFE HOLDINGS, INC.

By: /s/ Tatsusaburo Yamamoto
Name:Tatsusaburo Yamamoto
Title:Executive Officer

[Signature Page to Option Agreement]

(Back To Top)