

---

---

**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): April 5, 2013**

---

**RenaissanceRe Holdings Ltd.**

(Exact name of registrant as specified in its charter)

---

**Bermuda**  
(State or other jurisdiction  
of incorporation)

**001-14428**  
(Commission  
File Number)

**98-014-1974**  
(IRS Employer  
Identification No.)

**Renaissance House**  
**12 Crow Lane, Pembroke**  
**Bermuda**  
(Address of principal executive offices)

**HM 19**  
(Zip Code)

**Registrant's telephone number, including area code: (441) 295-4513**

**Not Applicable**

(Former name or former address, if changed since last report)

---

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))
- 
-

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

(e) On April 5, 2013, RenaissanceRe Holdings Ltd. (the “Company”) entered into amendments to the employment agreements of each of its most senior executive officers, including the Company’s Chief Executive Officer, Neill A. Currie, and all of the Company’s other named executive officers (the “2013 Amendment”). The 2013 Amendment is designed to enhance aspects of the Company’s risk management and retention needs and to further align the interests of the Company’s shareholders and each of these executives (i) by providing the executive with a continued interest in the Company’s performance following certain qualifying terminations, and (ii) by eliminating the rights the executive has to receive accelerated vesting of certain outstanding unvested equity awards while still employed by the Company upon reaching the executive’s retirement eligibility date.

The 2013 Amendment provides that all outstanding equity awards, which as of their date of grant were subject to both service- and performance-based vesting requirements, that are held by the executive upon certain qualifying terminations will remain outstanding through the applicable performance period and will vest based on the actual level of achievement of the applicable performance goals at such time or times as would have been the case if the executive remained employed through all applicable service-vesting periods.

With respect to each of the executives who has not yet reached the date on which their age and years of services equals 65 (subject to a minimum of five years of service) (the “retirement eligibility date”), the 2013 Amendment removes such executive’s right pursuant to the terms of the executive’s employment agreement to an acceleration of certain outstanding unvested equity awards on the attainment of the executive’s retirement eligibility date.

The foregoing description of the 2013 Amendment does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to the full text of the forms of the 2013 Amendment, which are attached hereto as Exhibits 10.1 and 10.2 and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) **Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Amendment No. 4 to the Amended and Restated Employment Agreements for Executive Officers.
10.2	Amendment No. 3 to Further Amended and Restated Employment Agreement by and between RenaissanceRe Holdings Ltd. and Neill A. Currie.

---

**SIGNATURES**

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

Date: April 11, 2013

RENAISSANCERE HOLDINGS LTD.

By: /s/ Stephen H. Weinstein

Stephen H. Weinstein

Senior Vice President, General Counsel & Corporate Secretary

---

## Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Amendment No. 4 to the Amended and Restated Employment Agreements for Executive Officers.
10.2	Amendment No. 3 to Further Amended and Restated Employment Agreement by and between RenaissanceRe Holdings Ltd. and Neill A. Currie.

**FORM OF AMENDMENT NO. 4 TO THE  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Amendment No. 4 to the Agreement (defined below) is entered into as of April 5, 2013, by and among RenaissanceRe Holdings Ltd. (the “Company”) and [—] (“Employee”). All terms not defined herein shall have the meaning ascribed to them in the Agreement.

**WHEREAS**, the Company and Employee are parties to that certain Amended and Restated Employment Agreement dated as of [—], as amended prior to the date hereof (the “Agreement”), which governs Employee’s employment with the Company; and

**WHEREAS**, the Company and Employee desire to amend the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and considerations contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

Section 4(d) of the Agreement shall be deleted in its entirety and replaced with the phrase “[Intentionally omitted]”.

Section 7(b)(vi) shall be deleted in its entirety and replaced with the following provision:

“(A) Vesting, as of the date of Employee’s termination, of all Awards, other than Awards that as of their date of grant were subject to both service- and performance-based vesting requirements, (B) all Awards that as of their date of grant were subject to both service- and performance-based vesting requirements shall remain outstanding through the last day of the applicable performance periods, without regard for the termination of Employee’s employment, and shall vest (or fail to vest and be forfeited) based on the level of actual attainment of performance goals at such time or times as would have been the case had the service vesting provisions continued to apply and Employee remained employed through all applicable service vesting periods; provided, however, the eligibility for continued vesting based on performance shall immediately cease, and all Awards shall be forfeited, in the event that Employee violates any provision of the restrictive covenants set forth herein, and (C) any Awards that are stock options shall remain outstanding until the earliest of (x) exercise, (y) the expiration of the original term, and (z) the first anniversary of the date of Employee’s termination”

Section 7(d)(vii) shall be deleted in its entirety and replaced with the following provision:

“(A) Vesting, as of the date of such termination, of all Awards, other than (1) Awards under the Company’s 2004 Stock Option Incentive Plan (as the same may have been amended or supplemented) (the 2004 Plan”), the vesting of which shall continue to be governed by the terms of the 2004 Plan and any related grant agreement, and (2) Awards that as of their date of grant were subject to both service- and performance-based vesting requirements, which shall remain outstanding through the last day of the applicable performance periods, without regard for the termination of Employee’s employment, and shall vest (or fail to vest and be forfeited) based on the level of actual attainment of performance goals at such time or times as would have been the case had the service vesting provisions continued to apply and Employee remained employed through all applicable service vesting periods; provided, however, the eligibility for continued vesting based on performance shall immediately cease, and all Awards shall be forfeited, in the event that Employee violates any provision of the restrictive covenants set forth herein, and (B) any Awards that are stock options shall remain outstanding until the earliest of (x) exercise, (y) the expiration of the original term, and (z) the six-month anniversary of the date of Employee’s termination.”

Section 7(f)(iii) shall be deleted in its entirety and replaced with the following provision:

“If such termination is a Retirement, subject to Employee’s continued compliance with the provisions of Section 8 hereof, (A) any Awards that are stock options and that have been held by Employee for at least one year at the time of Retirement (1) and that are unvested at the date of Employee’s termination shall continue to vest as if Employee had remained employed through the applicable vesting period, and (2) shall remain outstanding until the earliest of (x) exercise, (y) the expiration of the original term, and (z) the second anniversary of the later of the date of Employee’s termination and the actual vesting date, and (B) any Awards that as of their date of grant were subject to both service- and performance-based vesting requirements shall remain outstanding through the last day of the applicable performance period, without regard for the termination of Employee’s employment, and shall vest (or fail to vest and be forfeited) based on the level of actual attainment of performance goals at such time

or times as would have been the case had the service vesting provisions continued to apply and Employee remained employed through all applicable service vesting period; provided, however, the eligibility for continued vesting based on performance shall immediately cease, and all Awards shall be forfeited, in the event that Employee violates any provision of the restrictive covenants set forth herein.”

\* \* \*

Except as otherwise specifically set forth herein, all terms and provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Agreement as of the date first set forth above.

\_\_\_\_\_  
Name:  
  
RenaissanceRe Holdings Ltd.  
  
By: \_\_\_\_\_  
Name:  
Title:

**AMENDMENT NO. 3 TO  
FURTHER AMENDED AND RESTATED EMPLOYMENT AGREEMENT  
APRIL 5, 2013**

This Amendment to the Agreement (defined below) is entered into as of April 5, 2013, by and among RenaissanceRe Holdings Ltd. (the “Company”) and Neill A. Currie (“Employee”). All terms not defined herein shall have the meaning ascribed to them in the Agreement.

**WHEREAS**, the Company and Employee are parties to that certain further amended and restated employment agreement dated as of February 19, 2009, as amended January 8, 2010, and February 19, 2013 (the “Agreement”), which governs Employee’s employment with the Company; and

**WHEREAS**, the Company and Employee desire to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and considerations contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

Section 4(e)(viii) shall be deleted in its entirety and replaced with the phrase: “[Intentionally omitted]”.

Section 4(e)(ix) shall be deleted in its entirety and replaced with the phrase: “[Intentionally omitted]”.

Section 4(d) of the Agreement shall be deleted in its entirety and replaced with the following provision:

“The Company acknowledges and agrees that Employee’s Retirement Eligibility Date occurred on July 5, 2005, and the vesting of any Awards held by Employee relating to the occurrence of the Retirement Eligibility Date will not be modified in any manner.”

Section 8(b)(vi) shall be deleted in its entirety and replaced with the following provision:

“(A) Vesting, as of the date of termination, of all Awards, other than the Special Equity Grant and Awards that as of their date of grant were subject to both service- and performance-based vesting requirements, (B) the Special Equity Grant and all Awards that as of their date of grant were subject to both service- and performance-based vesting requirements shall remain outstanding through the last day of the applicable performance periods, without regard for the termination of Employee’s employment, and shall vest (or fail to vest and be forfeited) based on the level of actual attainment of performance goals at such time or times as would have been the case had the service vesting provisions continued to apply and Employee remained employed through all applicable service vesting periods; provided, however, the eligibility for continued vesting based on performance



shall immediately cease, and all Awards shall be forfeited, in the event that Employee violates any provision of the restrictive covenants set forth herein, and (C) any Awards that are stock options shall remain outstanding until the earliest of (x) exercise, (y) the expiration of the original term and (z) the fifth anniversary of the date of termination.”

Section 8(d)(vii) shall be deleted in its entirety and replaced with the following provision:

“(A) Vesting, as of the date of termination, of all Awards, other than the Special Equity Grant and Awards that as of their date of grant were subject to both service- and performance-based vesting requirements, (B) the Special Equity Grant and Awards that as of their date of grant were subject to both service- and performance-based vesting requirements shall remain outstanding through the last day of the applicable performance periods, without regard for the termination of Employee’s employment, and shall vest (or fail to vest and be forfeited) based on the level of actual attainment of performance goals at such time or times as would have been the case had the service vesting provisions continued to apply and Employee remained employed through all applicable service vesting periods; provided, however, the eligibility for continued vesting based on performance shall immediately cease, and all Awards shall be forfeited, in the event that Employee violates any provision of the restrictive covenants set forth herein, and (C) any Awards that are stock options shall remain outstanding until the earliest of (x) exercise, (y) the expiration of the original term and (z) the day prior to the second anniversary of the date of termination.”

The first sentence of Section 8(f)(iii) shall be deleted in its entirety and replaced with the following provision:

“If such termination is a Retirement (A) any Awards which are stock options and which have been held by Employee for at least one year at the time of Retirement (1) and which are unvested at the date of termination shall continue to vest as if Employee had remained employed through the applicable vesting period, and (2) shall remain outstanding until the earliest of (x) exercise, (y) the expiration of the original term and (z) the day prior to the fifth anniversary of the date of termination, and (B) the Special Equity Grant and any Awards that as of their date of grant were subject to both service- and performance-based vesting requirements shall remain outstanding through the last day of the applicable performance periods, without regard for the termination of Employee’s employment, and shall vest (or fail to vest and be forfeited) based on the level of actual attainment of performance goals at such time or times as would have been the case had the service vesting provisions continued to apply and Employee remained employed through all applicable service vesting periods; provided, however, the eligibility for continued vesting based on performance shall immediately cease, and all Awards shall be forfeited, in the event that Employee violates any provision of the restrictive covenants set forth herein.”

\* \* \*

Except as otherwise specifically set forth herein, all terms and provisions of the Agreement shall continue in full force and effect.

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

/s/ Neill A. Currie

Neill A. Currie

/s/ Stephen H. Weinstein

RenaissanceRe Holdings Ltd.

By: Stephen H. Weinstein

Title: Senior Vice President, General Counsel, Chief  
Compliance Officer, and Secretary