
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): **June 25, 2007**

RenaissanceRe Holdings Ltd.

(Exact Name of Registrant as Specified in Its Charter)

Bermuda
(State or Other Jurisdiction of Incorporation)

34-0-26512
(Commission File Number)

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

Renaissance House 8-20 East Broadway, Pembroke Bermuda
(Address of Principal Executive Offices)

HM 19
(Zip Code)

(441) 295-4513
(Registrant's Telephone Number, Including Area Code)

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))
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Item 1.01. Entry into a Material Definitive Agreement.

Effective as of June 25, 2007, RenaissanceRe Holdings Ltd. (the “Company”), the banks and financial institutions parties thereto (collectively, the “Lenders”), Deutsche Bank AG New York Branch, as letter of credit issuer, and Bank of America, National Association, as administrative agent for the Lenders, entered into the Third Amendment Agreement (the “Third Amendment”), amending the Second Amended and Restated Credit Agreement, dated as of August 6, 2004 (as amended, the “Credit Agreement”), among the same parties. The Third Amendment, among other things, modifies certain restrictive covenants in the Credit Agreement to permit the Company to pay dividends on any of its preference shares under all but certain circumstances. The description of the Third Amendment contained herein is qualified in its entirety by reference to the Third Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Bank of America, National Association, The Bank of New York, The Bank of N.T. Butterfield & Son Limited, Citibank, N.A., HSBC Bank USA, National Association, Mellon Bank, N.A., and Wachovia Bank, National Association, which are parties to the Third Amendment, are also parties to a \$200,000,000 credit agreement with DaVinciRe Holdings Ltd., a subsidiary of the Company. Bank of America, National Association, The Bank of New York, Citibank, N.A., Deutsche Bank AG New York Branch, HSBC Bank USA, National Association, Mellon Bank, N.A., UBS Loan Finance LLC and Wachovia Bank, National Association, which are parties to the Third Amendment, are also parties to a \$1,400,000,000 reimbursement agreement with the Company, Renaissance Reinsurance Ltd., Renaissance Reinsurance of Europe, Glencoe Insurance Ltd. and DaVinci Reinsurance Ltd. In addition, certain affiliates of the Lenders have in the past provided, and may in the future provide, investment banking, transfer agent, trusteeship, custodial, and/or other financial services from time to time to the Company.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

The following exhibits are filed as part of this report:

Exhibit #	Description
10.1	Third Amendment Agreement, dated June 18, 2007 and effective June 25, 2007, among RenaissanceRe Holdings Ltd., the banks and financial institutions parties thereto, Deutsche Bank AG New York Branch, as letter of credit issuer, and Bank of America, National Association, as administrative agent.

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.

RENAISSANCERE HOLDINGS LTD.

Date: June 29, 2007

By: /s/ Stephen H. Weinstein

Name: Stephen H. Weinstein

Title: SVP, General Counsel, & Corporate Secretary

INDEX TO EXHIBITS

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10.1	Third Amendment Agreement, dated June 18, 2007 and effective June 25, 2007, among RenaissanceRe Holdings Ltd., the banks and financial institutions parties thereto, Deutsche Bank AG New York Branch, as letter of credit issuer, and Bank of America, National Association, as administrative agent.

THIRD AMENDMENT AGREEMENT

THIS THIRD AMENDMENT AGREEMENT (this "Amendment"), dated as of June 18, 2007, is among RENAISSANCERE HOLDINGS LTD. (the "Borrower"), the Lenders listed on the signature pages hereto, DEUTSCHE BANK AG NEW YORK BRANCH, as LC Issuer and BANK OF AMERICA, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders.

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Second Amended and Restated Credit Agreement dated as of August 6, 2004 (as amended and supplemented to date, the "Credit Agreement");

WHEREAS, the parties hereto wish to amend the Credit Agreement as hereinafter set forth;

NOW, THEREFORE, the parties hereto, in consideration of the premises and the mutual agreements herein contained, hereby agree as follows:

Section 1. Credit Agreement Definitions. Capitalized terms used herein that are defined in the Credit Agreement shall have the same meanings when used herein unless otherwise defined herein.

Section 2. Amendments To Credit Agreement. Effective on (and subject to the occurrence of) the Third Amendment Effective Date (as defined below), the Credit Agreement shall be amended as follows:

(a) Section 7.10 of the Credit Agreement is amended in its entirety to read as follows:

Section 7.10 Dividends, etc. Not, and not permit its Subsidiaries to, (a) declare or pay any dividends on any of its capital stock (other than pro rata payments of dividends by a Subsidiary to the Borrower and such Subsidiary's other shareholders), (b) purchase or redeem any capital stock of the Borrower or any Subsidiary or any warrants, options or other rights in respect of such stock (other than the pro rata purchase or redemption by a Subsidiary of its capital stock, warrants, options or other rights in respect of such stock and redemptions by RIHL of its redeemable preference shares), (c) purchase or redeem or prepay, prior to its scheduled payment date, any Debt (other than the Credit Extensions), or (d) set aside funds for any of the foregoing (collectively "Restricted Payments"); except that (i) the Borrower may declare or pay any Restricted Payment described in clauses (a), (b) or (c) above provided no Default or Event of Default has occurred and is continuing on the date of such declaration or payment or would result therefrom, (ii) the Borrower may pay dividends on any of its preference shares provided no Event of Default under Section 7.1 [Debt to Capital Ratio], Section 7.2 [Net Worth/Renaissance Net Worth], Section 8.1(a) [Non-Payment of Loan] or Section 8.1(b) [Non-Payment of Interest, Fees, etc.] and no Default or Event of Default under Section 8.1 (e) [Bankruptcy, Insolvency, etc.] has occurred and is continuing on the date of such declaration or payment, and (iii) any Insurance Subsidiary may pay any

Restricted Payment described in clause (b) above on a non prorata basis provided no Default or Event of Default has occurred and is continuing on the date of such payment.

(b) Schedules 5.1, 5.2, 5.3, 5.4, 5.11, 5.14, 5.15 and 7.7 to the Credit Agreement are deleted and Schedules 5.1, 5.2, 5.3, 5.4, 5.11, 5.14, 5.15 and 7.7 attached hereto are substituted therefor.

Section 3. Representation and Warranties. In order to induce the Lenders, the LC Issuer and the Administrative Agent to execute and deliver this Amendment, the Borrower hereby represents and warrants to the Lenders, the LC Issuer and to the Administrative Agent that after giving effect to the amendments in Section 2 hereof:

(a) no Default or Event of Default has occurred and is continuing or will result from the execution and delivery or effectiveness of this Amendment; and

(b) the representations and warranties of the Borrower contained in Article 5 (other than Section 5.4) of the Credit Agreement, as updated by the revised Schedules to the Credit Agreement attached hereto and replacing the existing schedules in their entirety, are true and correct in all material respects as of the date hereof, with the same effect as though made on and as of such date (except where such representation or warranty speaks as of a specified date).

Section 4. Conditions to Effectiveness. The amendments set forth in Section 2 hereof shall become effective on the date (the “Third Amendment Effective Date”) when the Administrative Agent shall have received four counterparts of this Amendment executed by the Borrower, the Administrative Agent and the Required Lenders.

Section 5. Reaffirmation of Loan Documents. From and after the date hereof, each reference to the Credit Agreement that appears in any other Loan Document shall be deemed to be a reference to the Credit Agreement as amended hereby. As amended hereby, the Credit Agreement is hereby reaffirmed, approved and confirmed in every respect and shall remain in full force and effect.

Section 6. Counterparts; Effectiveness. This Amendment may be executed by the parties hereto in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

Section 7. Governing Law; Entire Agreement. This Amendment shall be deemed a contract made under and governed by the laws of the State of New York. This agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements with respect thereto.

Section 8. Loan Document. This Amendment is a Loan Document.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date and year first above written.

RENAISSANCERE HOLDINGS LTD.

By: /s/ Fred R. Donner
Title: Chief Financial Officer

BANK OF AMERICA, NATIONAL
ASSOCIATION, as Administrative Agent and Lender

By: /s/ Debra Basler
Title: Senior Vice President

THE BANK OF N.T. BUTTERFIELD & SON LIMITED.

By: _____
Title: _____

THE BANK OF NEW YORK

By: _____
Title: _____

BARCLAYS BANK PLC

By: /s/ Esther Carr
Title: Manager

CITIBANK, N.A.

By: /s/ Michael Taylor

Title: Managing Director

DEUTSCHE BANK AG NEW YORK BRANCH,
as LC Issuer and Lender

By: /s/ illegible

Title: Managing Director

By: /s/ Michael (illegible)

Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION

By: /s/ David (illegible)

Title: Senior Vice President

KEYBANK NATIONAL ASSOCIATION

By: /s/ Mary K. Young

Title: Senior Vice President

MELLON BANK, N.A.

By:

Title:

UBS LOAN FINANCE LLC

By: /s/ Richard L. Tavrow

Title: Director

By: /s/ David B. Julie

Title: Associate Director

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /s/ William R. Goley

Title: Director
