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

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**FORM 8-K**

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**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 9, 2010

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**RenaissanceRe Holdings Ltd.**

(Exact name of registrant as specified in its charter)

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**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)

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

On June 9, 2010, RenaissanceRe Holdings Ltd. (the “Company”) granted the following awards of performance-vested restricted stock (the “Restricted Stock”) to certain named executive officers pursuant to the Company’s 2010 Performance-Based Equity Incentive Plan (the “Plan”), which was approved by the Company’s shareholders on May 18, 2010:

<u>Name</u>	<u>Shares of Restricted Stock</u>
Neill A. Currie	203,506
Jeffrey D. Kelly	13,023
Kevin J. O’Donnell	18,574

In addition to these grants to our named executive officers, grants of Restricted Stock under the Plan were made to the following executive officers, totaling an additional 40,710 shares: Peter C. Durhager, Ian D. Branagan, Todd R. Fonner, and Stephen H. Weinstein. The Restricted Stock granted to the executive officers is subject to the terms and conditions of the Plan, a copy of which was included as Appendix A to the Company’s Definitive Proxy Statement on Schedule 14A for the year ended December 31, 2009, filed with the Commission on April 8, 2010, and (x) with respect to executives other than Mr. Currie, the form of performance-based restricted stock grant notice and agreement attached as Exhibit 10.1 to this report (the “Form of Executive Grant Agreement”), or (y) with respect to Mr. Currie, the performance-based restricted stock grant notice and agreement attached as Exhibit 10.2 to this report (the “Currie Grant Agreement”), each of which is described separately below. The descriptions of the Form of Executive Grant Agreement and the Currie Grant Agreement contained herein are qualified by reference to the actual agreements filed herewith.

*Restricted Stock Awards to Executive Officers other than Mr. Currie*

Each executive officer’s Restricted Stock award will vest in three vesting tranches, each consisting of one third of the total number of shares granted to such executive officer, subject to the satisfaction of both performance- and service-based vesting conditions. With respect to each vesting tranche, the actual number of shares that will satisfy the performance-based vesting condition is a function of the Company’s total shareholder return relative to the total shareholder return of the Company’s peers (as set forth in the Form of Executive Grant Agreement) for a given performance period. The performance periods for the first, second, and third vesting tranches will be calendar years 2010, 2011, and 2012, respectively. The service-based vesting condition will be satisfied with respect to the first and second vesting tranches on December 31, 2011, and with respect to the third vesting tranche on December 31, 2012. Executive officers will have the rights and privileges of a shareholder with respect to their shares of Restricted Stock, and dividends declared with respect to shares of Restricted Stock will be held by the Company for the executive officer’s account and made subject to forfeiture to the same degree as the shares of Restricted Stock to which such dividends relate.

*Restricted Stock Awards to Mr. Currie*

The grant of Restricted Stock to Mr. Currie was made in accordance with the terms of his February 19, 2009, employment agreement, as amended on January 8, 2010, pursuant to which Mr. Currie became entitled to receive a special retention equity award. The Currie Grant Agreement contains terms that are substantially similar to those contained in the Form of Executive Grant Agreement, except that Mr. Currie’s Restricted Stock will vest in four vesting tranches. The performance periods for the first, second, third, and fourth vesting tranches will be calendar years 2010, 2011, 2012, and 2013, respectively. The service-based vesting condition will be satisfied with respect to the first and second vesting tranches on December 31, 2011, and with respect to the third and fourth vesting tranches on December 31, 2013.

**ITEM 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

The following exhibits are filed as part of this report:

<b>Exhibit #</b>	<b>Description</b>
10.1	Form of Performance-Based Restricted Stock Grant Notice and Agreement for Executive Officers (other than Mr. Currie)
10.2	Performance-Based Restricted Stock Grant Notice and Agreement with Neill A. Currie

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**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: June 11, 2010

RENAISSANCERE HOLDINGS LTD.

By: /s/ Stephen H. Weinstein

Name: Stephen H. Weinstein

Title: SVP, General Counsel, & Corporate Secretary

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## INDEX TO EXHIBITS

Exhibit #	Description
10.1	Form of Performance-Based Restricted Stock Grant Notice and Agreement for Executive Officers (other than Mr. Currie)
10.2	Performance-Based Restricted Stock Grant Notice and Agreement with Mr. Currie

**PERFORMANCE-BASED RESTRICTED STOCK  
GRANT NOTICE AND AGREEMENT**

RenaissanceRe Holdings Ltd. (the “Company”), pursuant to its 2010 Performance-Based Equity Incentive Plan (the “Plan”), hereby grants to Holder the number of shares of the Restricted Stock set forth below. The Restricted Stock is subject to all of the terms and conditions as set forth herein, as well as the terms and conditions of the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Grant Notice and Agreement (this “Grant Notice”), the Plan shall govern and control.

**Holder:**

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**Date of Grant:**

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**Number of Shares of Restricted Stock:**

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**Definitions:**

For purposes of this Grant Notice, the following definitions shall apply:

“Employment Agreement” means the Holder’s employment agreement with the Company, as amended, amended and restated, or modified from time to time.

“Good Leaver Termination” means a termination of the Holder’s employment either (x) due to the Holder’s death or Disability, (y) by the Company without Cause, or (z) by the Holder for Good Reason (as defined in the Employment Agreement).

“Peer Group” means the following group of companies: Allied World Assurance Company Holdings, Ltd, Arch Capital Group Ltd., Aspen Insurance Holdings Limited, Axis Capital Holdings Limited, Endurance Specialty Holdings Ltd., Everest Re Group, Ltd., Flagstone Reinsurance Holdings Ltd., Max Capital Group Ltd., Montpelier Re Holdings Ltd., PartnerRe Ltd., Platinum Underwriters Holdings Ltd., Transatlantic Holdings Inc., Validus Holdings Ltd., and White Mountains Insurance Group Ltd.; provided, however, that if sufficient data with respect to any of such companies is not available to the Committee to calculate Total Shareholder Return for a given Performance Period, such company or companies shall not be members of the Peer Group during such

Performance Period; provided further, however, that the Committee may, in its discretion, review and revise the composition of the Peer Group with respect to any Performance Period during the Committee's first quarter meeting at the beginning of such Performance Period based on a review of the appropriateness of including or excluding any given company for comparison purposes.

"Performance Period" means (i) with respect to Tranche 1, calendar year 2010, (ii) with respect to Tranche 2, calendar year 2011, and (iii) with respect to Tranche 3, calendar year 2012.

"Retirement Eligibility Date" shall have the meaning given to it in the Employment Agreement.

"Service Period" means the period commencing on the Date of Grant and ending on (i) December 31, 2011, with respect to each of Tranche 1 and Tranche 2, or (ii) December 31, 2012, with respect to Tranche 3.

"Total Shareholder Return" means the total shareholder return of the Company or a given member of the Peer Group during any period, as determined by the Committee in its sole discretion; provided, however, that, with respect to a given Performance Period, the Committee shall apply the same methodology to the calculation of Total Shareholder Return of the Company as it applies to the calculation of Total Shareholder Return of each member of the Peer Group.

"Vesting Percentage" shall, with respect to a given Vesting Tranche, be a function of the Company's Total Shareholder Return during the applicable Performance Period relative to members of the Peer Group, determined as follows:

<u>Relative Total Shareholder Return</u>	<u>Vesting Percentage</u>
35 <sup>th</sup> Percentile	0%
50 <sup>th</sup> Percentile	40%
100 <sup>th</sup> Percentile	100%

In the event that the relative Total Shareholder Return during a given Performance Period falls between any of the stated percentile values above, the Vesting Percentage for the applicable Vesting Tranche shall be determined using a linear interpolation from the next lowest stated percentile

value (i.e., an additional 2 2/3% will be added to the Vesting Percentage for each whole percentile increase between the 35<sup>th</sup> and 50<sup>th</sup> percentiles, and an additional 1.2% will be added to the Vesting Percentage for each whole percentile increase between the 50<sup>th</sup> and 100<sup>th</sup> percentiles). For example, if the Company's Total Shareholder Return during a given Performance Period is in the 41<sup>st</sup> percentile relative to the Peer Group, the Vesting Percentage for the applicable Vesting Tranche would equal 16%, and if the Company's Total Shareholder Return during a given Performance Period is in the 75<sup>th</sup> percentile relative to the Peer Group, the Vesting Percentage for the applicable Vesting Tranche would equal 70%. For all purposes of this Grant Notice, the Plan, the Employment Agreement, and any other agreement between the Holder and the Company, relative Total Shareholder Return in the 50<sup>th</sup> percentile among the Peer Group shall be deemed to be "target" performance. Notwithstanding anything herein to the contrary, the Committee may decrease the Vesting Percentage with respect to any given Performance Period(s), in its sole discretion. No shares of Restricted Stock in a given Vesting Tranche shall vest if the Company's Total Shareholder Return for a given Performance Period relative to the Peer Group is at or below the 35<sup>th</sup> percentile. The maximum Vesting Percentage for any given Vesting Tranche shall be 100%.

"Vesting Tranche" means a vesting tranche of Restricted Stock as set forth herein.

**Vesting Tranches:**

"Tranche 1" shall consist of [•] shares of the Restricted Stock.

"Tranche 2" shall consist of [•] shares of the Restricted Stock.

"Tranche 3" shall consist of [•] shares of the Restricted Stock.

**Vesting Schedule:**

Subject to the Holder's continued employment with the Company or a Subsidiary through the applicable Service Period (except as otherwise provided in any other agreement between the Holder and the Company pertaining to the Restricted Stock, including the Employment Agreement), a number of shares of Restricted Stock in each



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given Vesting Tranche shall vest upon the expiration of such Service Period equal to the product of (x) the total number of shares of Restricted Stock in such Vesting Tranche multiplied by (y) the Vesting Percentage. Shares of Restricted Stock in a given Vesting Tranche that do not vest pursuant to the immediately preceding sentence shall be forfeited by the Holder immediately upon the expiration of the applicable Service Period.

**Termination of Employment:**

In the event that the Holder's employment with the Company and all Subsidiaries is terminated for any reason (except as otherwise provided in any other agreement between the Holder and the Company pertaining to the Restricted Stock, including the Employment Agreement), all shares of Restricted Stock that have not vested as of the date of such termination shall be immediately forfeited.

**Dividends on Restricted Stock:**

As contemplated by Section 8(a)(ii) of the Plan, all cash dividends and stock dividends, if any, with respect to the Restricted Stock shall be withheld by the Company for the Holder's account, without interest. Such cash dividends or stock dividends so withheld shall be subject to forfeiture and vesting to the same degree as the shares of Restricted Stock to which they relate and shall be paid to the Holder only when such shares of Restricted Stock otherwise vest; provided, however, that notwithstanding any waiver by the Company on the Retirement Eligibility Date, if any, of the requirement that the Holder remain employed through the applicable Service Period for purposes of vesting in any shares of Restricted Stock, all accrued dividends on shares of Restricted Stock that have not fully vested on or prior to the Retirement Eligibility Date (and dividends that accrue on such shares after the Retirement Eligibility Date) shall remain subject to the Holder's continued employment with the Company or a Subsidiary through, and shall only be paid to the Holder upon (subject in all cases to the vesting of the Restricted Stock on which such dividends have been accrued), the earliest to occur of (x) the end of the applicable Service Period, (y) the date of a Good Leaver Termination, and (z) a Change in Control. Accrued dividends that remain unpaid following any termination of the Holder's employment shall be immediately forfeited. No dividends will accrue or be withheld by the Company on the Holder's behalf pursuant to this Grant Notice or the Plan with respect to any Restricted Shares on or following the date on which they vest in full.

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**Withholding and Sale of Restricted Stock  
Prior to Vesting:**

Notwithstanding anything to the contrary herein, in the Plan, or in the Employment Agreement, to the extent the Company waives on the Retirement Eligibility Date the requirement that the Holder remain employed through the applicable Service Period for purposes of vesting in any shares of Restricted Stock, then upon and following the Holder's Retirement Eligibility Date, the Holder may, prior to the end of the applicable Service Period, satisfy any tax withholding obligations with respect to the Restricted Stock in a given Vesting Tranche by having shares of Stock withheld from such Vesting Tranche, and further may sell Restricted Stock from such Vesting Tranche to the extent necessary to pay taxes in respect of such Vesting Tranche (after taking into account any such tax withholding), following which the balance of the shares in respect of such Vesting Tranche (and any interest in such shares) may not be sold, pledged, hedged, or otherwise transferred until the end of the applicable Service Period.

**Additional Terms:**

- The Restricted Stock granted hereunder shall be registered in the Holder's name on the books of the Company, but the certificates evidencing such Restricted Stock shall be retained by the Company while the Restricted Stock remains unvested, and for such additional time as the Committee determines appropriate.
- The Company shall have the right with respect to tax withholding in accordance with Section 10(d) of the Plan, the terms of which are incorporated herein by reference and made a part hereof.
- This Grant Notice does not confer upon the Holder any right to continue as an employee.
- This Grant Notice shall be construed and interpreted in accordance with the laws of Bermuda, without regard to the principles of conflicts of law thereof.

[Signatures to appear on the following page.]

THE UNDERSIGNED HOLDER ACKNOWLEDGES RECEIPT OF THIS GRANT NOTICE AND THE PLAN, AND AS AN EXPRESS CONDITION TO THE GRANT OF RESTRICTED STOCK HEREUNDER, AGREES TO BE BOUND BY THE TERMS THIS GRANT NOTICE AND THE PLAN.

RENAISSANCERE HOLDINGS LTD.

HOLDER

By: \_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Signature Page to [Holder] Restricted Stock Agreement]

**PERFORMANCE-BASED RESTRICTED STOCK  
GRANT NOTICE AND AGREEMENT**

RenaissanceRe Holdings Ltd. (the “Company”), pursuant to its 2010 Performance-Based Equity Incentive Plan (the “Plan”), hereby grants to Holder the number of shares of the Restricted Stock set forth below. The Restricted Stock is subject to all of the terms and conditions as set forth herein, as well as the terms and conditions of the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Grant Notice and Agreement (this “Grant Notice”), the Plan shall govern and control.

**Holder:** Neill A. Currie

**Date of Grant:** June 9, 2010

**Number of Shares of Restricted Stock:** 203,506

**Definitions:** For purposes of this Grant Notice, the following definitions shall apply:

“Employment Agreement” means the Holder’s employment agreement with the Company as in effect as of the date hereof, as amended, amended and restated, or modified from time to time hereafter and which specifically refers to the provisions of this Grant Notice.

“Peer Group” means the following group of companies: Allied World Assurance Company Holdings, Ltd, Arch Capital Group Ltd., Aspen Insurance Holdings Limited, Axis Capital Holdings Limited, Endurance Specialty Holdings Ltd., Everest Re Group, Ltd., Flagstone Reinsurance Holdings Ltd., Max Capital Group Ltd., Montpelier Re Holdings Ltd., PartnerRe Ltd., Platinum Underwriters Holdings Ltd., Transatlantic Holdings Inc., Validus Holdings Ltd., and White Mountains Insurance Group Ltd.; provided, however, that if sufficient data with respect to any of such companies is not available to the Committee to calculate Total Shareholder Return for a given Performance Period, such company or companies shall not be members of the Peer Group during such Performance Period; provided further, however, that the Committee may, in its discretion, review and revise the composition of the Peer Group with respect to any Performance Period during the Committee’s first quarter

meeting at the beginning of such Performance Period based on a review of the appropriateness of including or excluding any given company for comparison purposes.

“Performance Period” means (i) with respect to Tranche 1, calendar year 2010, (ii) with respect to Tranche 2, calendar year 2011, (iii) with respect to Tranche 3, calendar year 2012, and (iv) with respect to Tranche 4, calendar year 2013.

“Retirement Eligibility Date” shall have the meaning given to it in the Employment Agreement.

“Service Period” means the period commencing on the Date of Grant and ending on (i) December 31, 2011, with respect to each of Tranche 1 and Tranche 2, or (ii) December 31, 2013, with respect to each of Tranche 3 and Tranche 4.

“Total Shareholder Return” means the total shareholder return of the Company or a given member of the Peer Group during any period, as determined by the Committee in its sole discretion; provided, however, that, with respect to a given Performance Period, the Committee shall apply the same methodology to the calculation of Total Shareholder Return of the Company as it applies to the calculation of Total Shareholder Return of each member of the Peer Group.

“Vested Amount” shall, with respect to a given Vesting Tranche, be a function of the Company’s Total Shareholder Return during the applicable Performance Period relative to members of the Peer Group, determined as follows:

<u>Relative Total Shareholder Return</u>	<u>Vested Amount</u>			
	<u>Tranche 1</u>	<u>Tranche 2</u>	<u>Tranche 3</u>	<u>Tranche 4</u>
35 <sup>th</sup> Percentile	0	0	0	0
50 <sup>th</sup> Percentile	29,072	29,072	29,072	29,073
75 <sup>th</sup> Percentile	50,876	50,877	50,876	50,877

In the event that the relative Total Shareholder Return during a given Performance Period falls between any of the stated percentile values above, the Vested Amount for the applicable Vesting Tranche shall be determined using a linear interpolation from the next lowest stated percentile value, rounded down to the next whole share. For example, if the Company’s Total Shareholder Return during a the

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Performance Period for Tranche 1 is in the 40<sup>th</sup> percentile relative to the Peer Group, the Vested Amount for Tranche 1 would equal 9,690, and if the Company's Total Shareholder Return during such Performance Period is in the 60<sup>th</sup> percentile relative to the Peer Group, the Vested Amount for such Vesting Tranche would equal 37,793. For all purposes of this Grant Notice, the Plan, the Employment Agreement, and any other agreement between the Holder and the Company, relative Total Shareholder Return in the 50<sup>th</sup> percentile among the Peer Group shall be deemed to be "target" performance, and any references in the Employment Agreement to the "Target Number" shall be references to the number of shares in the Vested Amount at "target" performance. No shares of Restricted Stock in a given Vesting Tranche shall vest if the Company's Total Shareholder Return for the applicable Performance Period relative to the Peer Group is at or below the 35<sup>th</sup> percentile. The maximum Vested Amount for any given Vesting Tranche shall be the Vested Amount set forth for such Vesting Tranche in the table above for a Total Shareholder Return in the 75<sup>th</sup> percentile relative to the Peer Group.

"Vesting Tranche" means a vesting tranche of Restricted Stock as set forth herein.

**Vesting Tranches:**

"Tranche 1" shall consist of 50,876 shares of the Restricted Stock.

"Tranche 2" shall consist of 50,877 shares of the Restricted Stock.

"Tranche 3" shall consist of 50,876 shares of the Restricted Stock.

"Tranche 4" shall consist of 50,877 shares of the Restricted Stock.

**Vesting Schedule:**

Subject to the Holder's continued employment with the Company or a Subsidiary through the applicable Service Period (except as otherwise provided in any other agreement between the Holder and the Company pertaining to the Restricted Stock, including the Employment Agreement), a number of shares of Restricted Stock in each given Vesting Tranche equal to the Vested Amount shall

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vest upon the expiration of such Service Period. Shares of Restricted Stock in a given Vesting Tranche that do not vest pursuant to the immediately preceding sentence shall be forfeited by the Holder immediately upon the expiration of the applicable Service Period.

**Termination of Employment:**

In the event that the Holder's employment with the Company and all Subsidiaries terminates, shares of Restricted Stock that have not vested as of the date of such termination shall vest or be forfeited, as the case may be, in accordance with Sections 4(e)(vii), 4(e)(viii) and 4(e)(ix) of the Employment Agreement.

**Change in Control:**

The Restricted Stock shall vest in accordance with Section 4(e)(x) of the Employment Agreement.

**Dividends on Restricted Stock:**

No dividends shall be paid or accrued on the Restricted Stock prior to vesting.

**Withholding and Sale of Restricted Stock  
Prior to Vesting:**

Notwithstanding anything to the contrary herein, in the Plan, or in the Employment Agreement, to the extent the Company waives or has waived on the Retirement Eligibility Date the requirement that the Holder remain employed through the applicable Service Period for purposes of vesting in any shares of Restricted Stock, then upon and following the Holder's Retirement Eligibility Date, the Holder may, prior to the end of the applicable Service Period, satisfy any tax withholding obligations with respect to the Restricted Stock in a given Vesting Tranche by having shares of Stock withheld from such Vesting Tranche, and further may sell Restricted Stock from such Vesting Tranche to the extent necessary to pay taxes in respect of such Vesting Tranche (after taking into account any such tax withholding), following which the balance of the shares in respect of such Vesting Tranche (and any interest in such shares) may not be sold, pledged, hedged, or otherwise transferred until the end of the applicable Service Period.

**Additional Terms:**

Y The Restricted Stock granted hereunder shall be registered in the Holder's name on the books of the Company, but the certificates evidencing such Restricted Stock shall be retained by the Company while the Restricted Stock remains unvested.

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- Y The Company shall have the right with respect to tax withholding in accordance with Section 10(d) of the Plan, the terms of which are incorporated herein by reference and made a part hereof.
  - Y This Grant Notice does not confer upon the Holder any right to continue as an employee.
  - Y This Grant Notice shall be construed and interpreted in accordance with the laws of Bermuda, without regard to the principles of conflicts of law thereof.
  - Y The Holder agrees that this Grant Notice and the Restricted Stock granted pursuant to the terms hereof satisfy the Company's obligations under, and comply with the terms of, Section 4(e) of the Employment Agreement, including without limitation with respect to the number of Restricted Shares granted hereunder, the determination of which was based off of the closing price of the Stock on February 22, 2010, and to the extent of any inconsistencies between the terms of the Employment Agreement and this Grant Notice, this Grant Notice shall govern and control.

[Signatures to appear on the following page.]



THE UNDERSIGNED HOLDER ACKNOWLEDGES RECEIPT OF THIS GRANT NOTICE AND THE PLAN, AND AS AN EXPRESS CONDITION TO THE GRANT OF RESTRICTED STOCK HEREUNDER, AGREES TO BE BOUND BY THE TERMS THIS GRANT NOTICE AND THE PLAN.

RENAISSANCERE HOLDINGS LTD.

HOLDER

By: /s/ Stephen H. Weinstein

/s/ Neill A. Currie

Signature

Signature

Title: SVP, General Counsel

Date: June 9, 2010

Date: June 9, 2010

*[Signature Page to Currie Restricted Stock Agreement]*