

VALIDUS HOLDINGS LTD  
Form 8-K  
May 10, 2012

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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):

May 7, 2012

**Validus Holdings, Ltd.**

(Exact name of registrant as specified in its charter)

Bermuda

(State or other jurisdiction  
of incorporation)

001-33606

(Commission  
File Number)

98-0501001

(I.R.S. Employer  
Identification No.)

29 Richmond Road, Pembroke, Bermuda

(Address of principal executive offices)

HM08

(Zip Code)

Registrant's telephone number, including area code:

(441) 278-9000

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

On May 7, 2012, Validus Holdings, Ltd. (the "Company") appointed Jeffrey D. Sangster to serve as Executive Vice President and Group Chief Accounting Officer of the Company. Mr. Sangster will report to the Company's President and Chief Financial Officer. Mr. Sangster, 40, has served as Executive Vice President and Chief Accounting Officer of the Company since May 2012. Mr. Sangster joined the Company in October 2006 and has served in various finance positions, most recently as Executive Vice President and Chief Financial Officer of Validus Reinsurance, Ltd. Mr. Sangster is a member of the Institute of Chartered Accountants in Bermuda and the Institute of Chartered Accountants in Manitoba.

On May 7, 2012, the Company entered into an amended and restated employment agreement (the "Employment Agreement") with Mr. Sangster. During Mr. Sangster's term of employment, he will receive a base salary of \$450,000, and he will be eligible for a discretionary annual bonus with a target equal to 100% of his base salary. He will also be eligible to participate in other employee benefit programs as are in effect for similarly situated executives from time to time.

Mr. Sangster's term of employment will continue until the date of termination which is the first to occur of the following: (a) the 12-month anniversary of the Company providing notice of termination without cause to Mr. Sangster; (b) immediately upon the Company providing notice of termination for cause to Mr. Sangster; (c) the 12-month anniversary of Mr. Sangster providing notice of termination to the Company with or without good reason; (d) the fifth day following the Company providing notice of termination to Mr. Sangster as a result of Mr. Sangster's permanent disability; or (e) the date of Mr. Sangster's death.

The Employment Agreement provides that if it is terminated as a result of Mr. Sangster's resignation or leaving of his employment, other than for good reason, he shall continue to: (a) receive base salary and benefits through the date of termination; and (b) receive reimbursement for all reimbursable expenses incurred by him prior to the date of termination. No shares of restricted stock or stock options granted to Mr. Sangster will vest on or following the date he provides notice of termination without good reason.

The Employment Agreement further provides that in the event of termination of Mr. Sangster's employment by Mr. Sangster for good reason, by the Company with or without cause, as a result of Mr. Sangster's permanent disability or upon his death, Mr. Sangster (or his estate, in the case of death) shall continue to: (a) receive base salary and benefits (i) in the case of termination by Mr. Sangster for good reason or by the Company with or without cause, through the Date of Termination, and (ii) in the case of termination due to Mr. Sangster's permanent disability or death, through the six-month anniversary of the date of termination; (b) vest in any shares of restricted stock of the Company and any Company stock options granted to Mr. Sangster through the date of termination; and (c) receive reimbursement for all reimbursable expenses incurred by Mr. Sangster prior to the date of termination.

Mr. Sangster has also agreed to confidentiality, non-competition and non-solicitation provisions set forth in the Employment Agreement, and the Employment Agreement provides for indemnification of Mr. Sangster by the Company to the maximum extent permitted by applicable law and its charter documents and requires the Company to maintain directors' and officers' liability coverage.

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

**Item 9.01 Financial Statements and Exhibits.**

Exhibit 10.1 Amended and Restated Employment Agreement dated as of May 7, 2012 between Validus Holdings, Ltd. and Jeffrey D. Sangster.

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**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.

Validus Holdings, Ltd.

May 10, 2012

By: */s/ Joseph E. (Jeff) Consolino*

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*Name: Joseph E. (Jeff) Consolino*  
*Title: President and Chief Financial Officer*

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<b>Exhibit No.</b>	<b>Description</b>
10.1	Amended and Restated Employment Agreement dated as of May 7, 2012 between Validus Holdings, Ltd. and Jeffrey D. Sangster