

**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

November 15, 2005

Date of Report (Date of Earliest Event Reported)

RENASANT CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Mississippi
**(State or Other Jurisdiction of
Incorporation)**

000-12154
(Commission File Number)

64-0676974
**(I.R.S. Employer Identification
Number)**

209 Troy Street, Tupelo, Mississippi
(Address of Principal Executive Offices)

38802-0709
(Zip Code)

Registrant's Telephone Number, including area code: (662) 680-1001
(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 1.01 Entry into a Material Definitive Agreement.

On November 15, 2005, the Board of Directors of Renasant Corporation (the "Company") amended The Peoples Holding Company Deferred Compensation Plan (the "Plan") to change the name of the Plan to the Renasant Corporation Deferred Stock Unit Plan and to transfer account balances established and maintained under the Renasant Bancshares, Inc. Executive Nonqualified Excess Plan to the Plan.

Under the amendment, the bookkeeping account maintained for each participant under the Renasant Bancshares, Inc. Executive Nonqualified Excess Plan was valued as of November 11, 2005, and transferred to a new bookkeeping account established for each such participant under the Plan. During the deferral period, such accounts will be and remain notionally invested in units, each representing a share of the Company's \$5.00 par value common stock. The number of units initially credited to each such account was determined as the quotient of the value of each participant's newly-established account divided by the fair market value of a share of the Company's common stock on November 11th. Each such account will be periodically credited with dividend equivalent units, as and when dividends on the Company's common stock are declared by its Board of Directors. Pending distribution, the accounts will be administered in accordance with the terms of the Plan and in a manner consistent with the provisions of Section 409(A) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

Item 9.01 Financial Statements and Exhibits.

(d) The following exhibits are furnished herewith:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Amendment No. 3 to The Peoples Holding Company Deferred Compensation Plan, effective November 15, 2005

SIGNATURES

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

RENASANT CORPORATION

Date: November 17, 2005

By: /s/ E. Robinson McGraw

E. Robinson McGraw
Chairman, President and
Chief Executive Officer

**RENASANT CORPORATION
DEFERRED COMPENSATION PLAN
AMENDMENT
(Merger of Account Balances)**

Whereas, Renasant Corporation (the “Company”) maintains The Peoples Holding Company Deferred Compensation Plan, which plan is intended to provide for the deferral of compensation, the crediting of such amounts to the bookkeeping accounts for the benefit of designated participants thereunder, and the investment of such accounts in units representing shares of the Company’s Common Stock (the “Plan”);

Whereas, on account of the merger of Renasant Bank with and into The Peoples Bank and Trust Company, now Renasant Bank, a wholly-owned subsidiary of the Company (the “Bank”), certain bookkeeping accounts maintained under the Renasant Bank Executive Nonqualified Excess Plan are to be merged with and into the Plan;

Now, Therefore, Be It Resolved, that the Plan shall be amended as follows:

**I.
Name of the Plan**

Effective as of the date set forth below, the name of the Plan shall be the “Renasant Corporation Deferred Stock Unit Plan,” and all references to The Peoples Holding Company Deferred Compensation Plan, wherever contained, shall be deemed to refer to the Renasant Corporation Deferred Stock Unit Plan, without the necessity of further action.

**II.
Merger of Account Balances**

The following Article 14 shall be added to the Plan to read in its entirety as follows:

14.1 Definitions. Capitalized terms used herein shall have the meanings ascribed to them in Article I hereof, unless expressly defined herein.

- a. “Company Stock Unit” shall mean a bookkeeping unit representing a share of Common Stock.
- b. “Prior Plan” shall mean the Renasant Bank Executive Nonqualified Excess Plan.
- c. “Prior Plan Account” shall mean the account maintained for the benefit of each Prior Plan Participant under the Prior Plan.
- d. “Prior Plan Participant” shall mean those individuals for whom an account balance is maintained under the Prior Plan as of the Prior Plan Merger Date.
- e. “Prior Plan Merger Date” shall mean the date on which the balance of each Prior Plan Account is determined and deemed merged and invested in Company Stock Units hereunder.

14.2 Prior Plan Account. As of the Prior Plan Merger Date, a Prior Plan Account shall be established hereunder for the benefit of each Prior Plan Participant, subject to the following:

- a. The initial balance of each such account shall be the number of Company Stock Units determined as the quotient of (i) the fair market value of each such Participant’s interest

- in the Prior Plan, determined as of November 11, 2005, divided by (ii) the Fair Market Value of a share of Company Stock as of such date;
- b. No additional deferrals shall be added to such account; and
 - c. Except as expressly provided herein, each such account shall be administered and construed in accordance with the terms of the Plan, as the same may be amended, modified or replaced, from time to time.

14.3 Payment Elections. As soon as practicable, but in no event later than December 31, 2006, each Prior Plan Participant with respect to whom distribution had not begun under the Prior Plan shall make an election as to the time and manner in which his Prior Plan Account shall be distributed hereunder. Any such election shall be made in accordance with the terms of the Plan and applicable law and shall be irrevocable, except to the extent change is permitted under the terms of the Plan and such law.

The distribution of any Prior Plan Account maintained hereunder for the benefit of a Prior Plan Participant with respect to whom distributions had begun under the Prior Plan shall continue in the time and manner in effect as of the Prior Plan Merger Date.

14.4 Code Section 409A. The terms of this amendment are intended to comply with the provisions of Code Section 409A and the regulations promulgated thereunder. To the extent that any provision of this amendment or any election permitted hereunder violates such section or regulations, it shall be deemed void and of no effect.

This Amendment was approved and adopted by the Board of Directors of Renasant Corporation on November 15, 2005, to be effective as of such Date.

Renasant Corporation

By: /s/ Hollis Ray Smith

Executive Vice President and
Human Resources Director