

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

April 25, 2017

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)

001-13253  
(Commission  
File Number)

64-0676974  
(I.R.S. Employer  
Identification No.)

209 Troy Street, Tupelo, Mississippi 38804-4827

(Address of Principal Executive Offices)(Zip Code)

Registrant's Telephone Number, including area code: (662) 680-1001

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). ☐ Emerging growth company o

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

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

On April 25, 2017, in accordance with the previously-announced long-term succession plan of Renasant Corporation (the “Company”) and its wholly-owned subsidiary, Renasant Bank (the “Bank”), E. Robinson McGraw announced his decision, effective as of May 1, 2018, to step down as Chief Executive Officer of the Company and the Bank at which time C. Mitchell Waycaster will assume the role of Chief Executive Officer of both the Company and the Bank. Until such date, Mr. McGraw will continue to serve as Chief Executive Officer of the Company and the Bank; after May 1, 2018, Mr. McGraw will serve as Executive Chairman of the Company and the Bank.

On April 25, 2017, Mr. McGraw and the Company entered into an amendment to his employment agreement, which amendment will be effective as of May 1, 2018. Upon the effectiveness of the amendment, Mr. McGraw will be required, in his capacity as Executive Chairman of the Company and the Bank, to expend no more than 60% of the time that he previously expended as Chief Executive Officer of the Company and the Bank, and he will be paid 60% of his base compensation as in effect on April 30, 2018. Mr. McGraw will remain eligible for annual and long-term cash and equity incentives. In addition, when the amendment to his employment agreement takes effect, Mr. McGraw’s change in control payment will be modified by eliminating his “gross up” payment and substituting a “cut back” provision under which his change in control payment will be reduced to the extent necessary to avoid the imposition of the excise tax and the Company’s loss of a Federal income tax provision in respect thereof.

A detailed description of the terms of Mr. McGraw’s employment agreement is set forth under Item 5.02, Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers, in the Current Reports on Form 8-K filed by the Company on January 7, 2008 and March 7, 2008. These descriptions are incorporated by reference into this Item 5.02. A copy of the amendment to Mr. McGraw’s employment agreement is attached as Exhibit 10.1, and the foregoing description of the amendment is qualified in its entirety by reference to such amendment itself.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

The Company held its 2017 Annual Meeting of Shareholders on April 25, 2017. Proxies were solicited pursuant to Section 14(a) of the Securities Exchange Act of 1934, as amended, and there was no solicitation in opposition to the Company’s solicitations. At the meeting, shareholders voted on the following proposals:

- To elect five Class 3 directors, each to serve a three-year term expiring in 2020;
- To adopt a non-binding, advisory resolution approving the compensation of the Company’s named executive officers in 2016;
- To recommend, on a non-binding, advisory basis, whether the non-binding advisory vote to approve the compensation of the Company’s named executive officers should occur every year, every other year or every three years; and
- To ratify the appointment of HORNE LLP as the Company’s independent registered public accountants for 2017.

All of the Company’s nominees for directors as listed in the proxy statement were elected with the following vote:

	<b>For</b>	<b>Votes Withheld</b>
<b>Class 3 Director (term expiring in 2020)</b>		
Marshall H. Dickerson	27,980,881.71	2,739,647.65
R. Rick Hart	28,456,599.07	2,263,930.29
Richard L. Heyer, Jr.	25,679,253.71	5,041,275.65
J. Niles McNeel	28,146,739.71	2,573,789.65
Michael D. Shmerling	28,653,850.87	2,066,678.49

There were 6,475,806 broker non-votes for each director on these proposals.

The non-binding, advisory resolution approving the compensation of the Company's named executive officers in 2016 was approved with the following vote:

<b>For</b>	<b>Against</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
29,198,472.79	1,409,495.59	112,560.98	6,475,806

Shareholders voted as follows on the non-binding recommendation regarding the frequency of the advisory vote to approve the compensation of the Company's named executive officers:

<b>Every Year</b>	<b>Every Other Year</b>	<b>Every Three Years</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
24,703,433.38	180,932.77	5,683,102.33	153,060.88	6,475,806

The appointment of HORNE LLP as the Company's independent registered public accountants for 2017 was ratified with the following vote:

<b>For</b>	<b>Against</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
36,953,968.25	204,150.30	38,216.81	—

**Item 9.01. Financial Statements and Exhibits.**

(d) The following exhibits are furnished herewith:

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Amendment No. 1 to Executive Employment Agreement, dated April 25, 2017

## **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.

Date: April 28, 2017

### **RENASANT CORPORATION**

By: /s/ E. Robinson McGraw

E. Robinson McGraw

Chairman and Chief Executive Officer

## EXHIBIT INDEX

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Amendment No. 1 to Executive Employment Agreement, dated April 25, 2017

**RENASANT CORPORATION**  
**EXECUTIVE EMPLOYMENT AGREEMENT**  
**AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1** (the “Amendment”) is made and entered into by and between E. Robinson McGraw (“Executive”) and Renasant Corporation, a Mississippi corporation (the “Company”), and is intended to amend that certain Executive Employment Agreement by and between Executive and the Company effective as of January 1, 2008 (the “Employment Agreement”).

**1. Effectiveness and Construction.** This Amendment shall be effective as of May 1, 2018 (the “Effective Date”). To the extent the terms of this Amendment and the Employment Agreement shall conflict, for periods on or after the Effective Date, the terms of this Amendment shall control. In all other respects, the terms of the Employment Agreement are hereby ratified and confirmed and shall remain in full force and effect. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Employment Agreement.

Executive agrees that nothing contained in this Amendment shall be construed as the basis for a claim of Constructive Termination within the meaning of Section 3.4 of the Employment Agreement.

**2. Title and Duties.** As of the Effective Date, Executive shall be deemed to have relinquished his positions as the Chief Executive Officer of the Company and Renasant Bank (the “Bank”) and shall instead serve as the Executive Chairman of the Company and the Bank. In such capacity, Executive shall report to the Boards of Directors of the Company and the Bank. The parties agree that for periods on or after the Effective Date, Executive shall devote such time and attention to the business of the Company and the Bank as may be reasonably required to execute the duties assigned to him by the Boards of Directors, but unless the parties shall otherwise agree, in no event more than 60% of the time previously expended in his capacity as the Chief Executive Officer of the Company and the Bank.

**3. Renewal.** Executive’s Employment Term hereunder shall commence as of the Effective Date and shall end on May 1, 2020; thereafter, such term shall continue from year-to-year and shall be renewed for an additional one-year period as of each anniversary of the Effective Date, unless either party shall give 90 days’ prior written notice to the other that the term of Executive’s employment hereunder shall not be extended.

**4. Compensation and Benefits.** As of the Effective Date, Executive shall be paid 60% of his Base Compensation in effect immediately prior to the Effective Date. In all other respects, the payment or provision of Executive’s compensation, perquisites, and other benefits as described in Section 2 of the Employment Agreement is hereby ratified and confirmed. (For avoidance of doubt, any Incentive Bonus, Long-Term Incentive or similar compensatory opportunity that is determined, whether in whole or in part, with reference to the amount of Executive’s Base Compensation shall be determined taking into account the reduction contemplated under this Section 4.) Executive shall continue to participate in the retirement, health and insurance plans that may be sponsored and maintained by the Bank or the Company for their employees and executives, from time to time, it being agreed that his service under this Amendment shall constitute full-time employment for purposes thereof.

**5. Termination.** If Executive holds time-based restricted stock as of his Termination Date, Section 3.1f of the Employment Agreement shall be deemed to refer to and include a prorated portion of such award, based upon Executive’s actual period of employment during the service period.

**6. Change in Control.** In the event a Change in Control shall occur on or after the Effective Date, Executive shall be entitled to receive those payments and benefits described in Section 4 of the Employment Agreement; provided that if the aggregate of all such payments and benefits, including any payment or benefit provided to Executive under a separate plan or arrangement would result in any such payment being a “parachute payment” within the meaning of Code Section 280G, the cash payment under subsection 4c shall be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of such payments and benefits, as so reduced, is deemed to constitute an “excess parachute payment.” For this purpose, the determination of whether any reduction is required hereunder shall be made at the expense of the Company and by the Company’s independent accountants or another independent accountant agreed upon by Executive and the Company.

**7. Executive’s Covenants.** Executive expressly acknowledges and agrees that those covenants set forth in Section 5 of the Employment Agreement shall continue in force and effect in accordance with their terms and, for avoidance of doubt, that his “Termination Date” thereunder shall be the date on which he ceases to be employed by the Company as provided under this Amendment.

**THIS AMENDMENT** was approved by the Board of Directors of the Company on April 25, 2017, to be effective as provided herein.

**RENASANT CORPORATION**

**E. ROBINSON MCGRAW**

By: /s/ John M. Creekmore  
Its: Authorized Director  
Date: April 25, 2017

/s/ E. Robinson McGraw  
Date: April 25, 2017