

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 11, 2008

Maiden Holdings, Ltd.

(Exact name of registrant as specified in its charter)

Bermuda

(State or other jurisdiction
of incorporation)

001-34042

(Commission
File Number)

N/A

(IRS Employer
Identification No.)

48 Par-la-Ville Road, Suite 1141

(Address of principal executive offices)

HM11

(Zip Code)

Registrant's telephone number, including area code

(441) 292-7090

(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 (see General Instruction A.2. below):

- 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 240.133-4 (c))

Item 1.01 AMENDMENT OF MATERIAL DEFINITIVE AGREEMENT; ENTRY INTO MATERIAL DEFINITIVE AGREEMENT

On June 11, 2008, Maiden Insurance Company, Ltd., (“Maiden Insurance”), a wholly owned subsidiary of Maiden Holdings, Ltd. (the “Company”), and AmTrust International Insurance, Ltd of Hamilton Bermuda (“AII”), an affiliate of AmTrust Financial Services, Inc. (“AmTrust”), amended, effective as of June 1, 2008, their Quota Share Reinsurance Agreement which was entered into effective July 1, 2007. Pursuant to the amendment, AII agrees to cede and Maiden Insurance agrees to accept and reinsure Retail Commercial Package Business, which AmTrust, through Affiliates, commenced writing effective June 1, 2008, in connection with its acquisition from Trinity Universal Insurance Company, a subsidiary of Unitrin, Inc., of its Unitrin Business Insurance unit (“UBI”). Subject to required regulatory approvals, effective June 1, 2007, AII will cede 100% of the unearned premium related to in-force Retail Commercial Package Business and losses related thereto assumed by AmTrust as a result of this acquisition and 40% of AmTrusts’s net written premium and losses on Retail Commercial Package Business written or renewed on or after the effective date. The \$2 million maximum liability for a single loss provided in the Quota Share Reinsurance Agreement shall not be applicable to Retail Commercial Package Business. AmTrust will be paid a ceding commission of 34.375% for Retail Commercial Package Business subject to the amendment. The Company previously disclosed its entry into the Quota Share Reinsurance Agreement between AII and Maiden Insurance on its Registration Statement on Form S-1 filed on September 18, 2007.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Exhibits.

Exhibit Number	Description
99.1	Addendum No. 2 to Quota Share Reinsurance Agreement between AmTrust International Insurance, LTD Hamilton Bermuda and Maiden Insurance Company, LTD Hamilton, Bermuda.

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.

Maiden Holdings, Ltd.

(Registrant)

Date June 13, 2008

/s/ Ben Turin

Ben Turin
Chief Operating Officer

ADDENDUM NO. 2 TO QUOTA SHARE REINSURANCE AGREEMENT

THIS ADDENDUM NO. 2 (this “Addendum”) to the Quota Share Reinsurance Agreement (the “Agreement”), effective as of July 1, 2007, by and between AMTRUST INTERNATIONAL INSURANCE, LTD, of Hamilton, Bermuda (the “Company”) and MAIDEN INSURANCE COMPANY, LTD, of Hamilton, Bermuda (the “Reinsurer”), is made and entered into as of June 1, 2008 (the “Effective Time”) by and between the Company and the Reinsurer.

WHEREAS, pursuant to Article I of the Agreement, the Company and the Reinsurer may mutually agree to reinsure Additional Business pursuant to the Agreement;

WHEREAS, effective June 1, 2008, AmTrust Financial Services, Inc. (“AmTrust”) acquired from Trinity Universal Insurance Company, a subsidiary of Unitrin, Inc., its Unitrin Business Insurance unit (“UBI”), which included the acquisition of Milwaukee Casualty Insurance Co., Trinity Universal Insurance Company of Kansas, Inc., Security National Insurance Company and Trinity Lloyd’s Insurance Company;

WHEREAS, UBI writes commercial lines business, including commercial package, commercial umbrella, commercial property, commercial general liability, workers’ compensation (offered as part of a commercial package policy), inland marine and farm/ranchowner insurance through retail agents (“Retail Commercial Package Business”);

WHEREAS, pursuant to the Agreement, Retail Commercial Package Business is not included in the definition of Covered Business;

WHEREAS, pursuant to Paragraph B of Article I of the Agreement, the Company is required to offer the Reinsurer the opportunity to reinsure the Retail Commercial Package Business written by Affiliates, subject to agreement on a ceding commission for the cession of such business; and

WHEREAS, the Company and the Reinsurer desire to set forth the terms under which the Reinsurer will reinsure Retail Commercial Package Business written by Affiliates;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Company and the Reinsurer hereby agree as follows:

**ARTICLE I
DEFINITIONS AND USAGE**

1.01 **Definitions.** Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1.02 **Headings.** The headings contained in this Addendum are for reference purposes only and shall not affect the meaning or interpretation of this Addendum.

**ARTICLE II
ADDENDUM**

- A. Effective as of the Effective Time, Paragraph A of Article IV - Definitions is amended to provide:
- “Affiliate” means Rochdale, Wesco, Technology, IGI, AIU, Associated Industries Insurance Company (“AIIC”), Milwaukee Casualty Insurance Co. (“MCIC”), Trinity Universal Insurance Company of Kansas, Inc. (“TUK”), Security National Insurance Company (“SNIC”) and Trinity Lloyd’s Insurance Company (“TLIC”) and each other insurance company more than fifty percent (50%) of the voting securities of which are directly or indirectly controlled by AmTrust Financial Services, Inc. (“AmTrust”), for so long as AmTrust continues to so directly or indirectly control such entity.
- B. Company agrees to cede and Reinsurer agrees to accept and reinsure, the Ultimate Net Loss equal to 100% of the Affiliate Ultimate Net Loss (net of inuring reinsurance) with respect to unearned premium (“UBI UEP”) assumed by Technology, MCIC, TUK, SNIC and TLIC from Trinity Universal Insurance Company (“TUIC”) as of June 1, 2008 and ceded to Company, in connection with AmTrust’s acquisition of Unitrin, Inc.’s Unitrin Business Insurance unit (“UBI”) from TUIC.
- C. Company agrees to cede and Reinsurer agrees to accept and reinsure 40% of the Affiliate Ultimate Net Loss (net of inuring reinsurance) with respect to Retail Commercial Package Business, which is written or renewed on or after the Effective Time, ceded to the Company by each Affiliate.
- D. The reinsurance of Retail Commercial Package Business provided for in this Addendum shall not be subject to the maximum liability for a single loss under a Policy set forth in Paragraph A of Article V.
- E. The Company shall cede to the Reinsurer 100% of the UBI UEP (net of the cost of inuring reinsurance) ceded to it by Technology, MCIC, TUK, SNIC and TLIC no later than 30 days after the approval the cession of the UBI UEP to the Company (to the extent it has been collected) and shall cede to the Reinsurer the balance of the premium related to UBI UEP (net of the cost of inuring reinsurance) upon collection and the Subject Premium (net of the cost of inuring reinsurance) related to Retail Commercial Package Business in accordance with the Agreement and this Addendum.
- F. The Reinsurer shall allow the Company a 34.375% commission on the UBI UEP and Subject Premium related to Retail Commercial Package Business.
- G. The reinsurance of Retail Commercial Package Business hereunder is subject to the required regulatory approvals of the reinsurance by the Company of the UBI UEP and Subject Premium related to Retail Commercial Package Business assumed, written and renewed by Technology, MCIC, TUK, SNIC and TLIC.
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ARTICLE III
MISCELLANEOUS

- A. **Confirmation of the Agreement.** Except as amended by this Addendum, the Agreement remains in full force and effect, without modification or amendment.
- B. **Governing Law.** This Addendum shall be governed by the laws of the State of New York, without giving effect to its conflict of laws principles.
- C. **Counterparts.** This Addendum may be executed in one or more counterparts, and such counterparts together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto, by their respective duly authorized officers, have executed this Addendum, in duplicate, as of the dates recorded below:

AMTRUST INTERNATIONAL INSURANCE, LTD.

By: /s/ Michael Bott

Dated: June 12, 2008

MAIDEN INSURANCE COMPANY, LTD.

By: /s/ Bentzion S. Turin

Dated: June 11, 2008
