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 27, 2025

ATHENE HOLDING LTD.
(Exact name of registrant as specified in its charter)

Delaware	**001-37963**	**98-0630022**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(IRS Employer Identification Number)**

7700 Mills Civic Pkwy
West Des Moines, Iowa 50266
(Address of principal executive offices and zip code)

1 (515) 342-4678
(Registrant's telephone number, including area code)

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Depositary Shares, each representing a 1/1,000th interest in a share of 6.35% Fixed-to-Floating Rate Perpetual Non-Cumulative Preferred Stock, Series A	ATHPrA	New York Stock Exchange
Depositary Shares, each representing a 1/1,000th interest in a share of 5.625% Fixed Rate Perpetual Non-Cumulative Preferred Stock, Series B	ATHPrB	New York Stock Exchange
Depositary Shares, each representing a 1/1,000th interest in a share of 4.875% Fixed-Rate Perpetual Non-Cumulative Preferred Stock, Series D	ATHPrD	New York Stock Exchange
Depositary Shares, each representing a 1/1,000th interest in a share of 7.750% Fixed-Rate Reset Perpetual Non-Cumulative Preferred Stock, Series E	ATHPrE	New York Stock Exchange
7.250% Fixed-Rate Reset Junior Subordinated Debentures Due 2064	ATHS	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company 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 ☐

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. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On June 27, 2025, Athene Holding Ltd. ("AHL" or the "Company"), Athene Life Re Ltd., a wholly-owned indirect subsidiary of the Company ("ALRe"), Athene Annuity Re Ltd., a wholly-owned indirect subsidiary of the Company ("AARe"), and Athene Annuity and Life Company, a wholly-owned indirect subsidiary of the Company ("AAIA" and, together with the Company, ALRe and AARe, collectively, the "Borrowers" and individually, a "Borrower"), entered into a credit agreement with a syndicate of banks, including Wells Fargo Bank, National Association, as administrative agent ("Administrative Agent"), and the other lenders named therein (the "Credit Agreement"), which replaces the 364-Day Credit Agreement among the Company, ALRe and the Administrative Agent dated June 28, 2024. The Credit Agreement allows for borrowings of up to $2.60 billion, subject to being increased to up to $3.10 billion on the terms described in the Credit Agreement, on a revolving basis.

The Credit Agreement is being entered into to facilitate and optimize the Borrowers' available financing commitments for liquidity and working capital needs to meet short-term cash flow and investment timing differences of the Borrowers and their subsidiaries. The Borrowers expect to utilize borrowings under the Credit Agreement on a regular basis in the ordinary course of business.

The Credit Agreement is unsecured and has a commitment termination date of June 26, 2026, subject to any extensions of additional 364-day periods with the consent of extending lenders and/or "term-out" of outstanding loans (by which, at the election of the Company, the outstanding loans may be converted to term loans which shall have a maturity of up to one year after the original maturity date), in each case in accordance with the terms of the Credit Agreement. In connection with the Credit Agreement, AARe entered into a Guaranty, dated as of June 27, 2025 (the "Guaranty"), with the Administrative Agent, pursuant to which AARe guaranteed all of the obligations of each other Borrower under and in respect of the Credit Agreement and the other loan documents related thereto. Interest accrues on outstanding borrowings under the Credit Agreement at a rate per annum equal to either: (i) Term SOFR (as defined in the Credit Agreement) plus a margin determined on a sliding scale from 1.000% to 1.250% based on the Financial Strength Rating (as defined in the Credit Agreement) of AARe (currently 1.100%) or (ii) the Base Rate (as defined in the Credit Agreement) plus a margin determined on a sliding scale from 0.000% to 0.250% based on the Financial Strength Rating of AARe (currently 0.100%). Under the Credit Agreement, the Borrowers pay a fee on undrawn commitments on a sliding scale from 0.100% to 0.175% based on the Financial Strength Rating of AARe (currently 0.125%). These fees adjust automatically in the event of the public announcement of a change in AARe's Financial Strength Rating.

The Credit Agreement contains a number of customary representations and warranties and affirmative and negative covenants, including covenants restricting, subject to certain exceptions, the following:

- the ability to create liens on the Borrowers' assets and on the equity interests of material subsidiaries;
- the ability of any Borrower or any material subsidiary to make fundamental changes;
- the ability of any Borrower or any subsidiary to engage in certain transactions with affiliates; and
- the ability to make changes in the nature of the Borrowers' business.

The Credit Agreement also includes a financial covenant consisting of a requirement for AARe to maintain a minimum Consolidated Net Worth (as defined in the Credit Agreement) equal to $23,249,108,000.00. Further, the Credit Agreement contains customary events of default, subject to certain materiality thresholds and grace periods for certain of those events of default. The events of default include payment defaults,

covenant defaults, material inaccuracies in representations and warranties, certain cross-defaults, bankruptcy and liquidation proceedings and other customary defaults. Upon an event of default, the Credit Agreement provides that, among other things, the commitments may be terminated and the loans then outstanding may be declared due and payable.

The foregoing description of the Credit Agreement and the Guaranty do not purport to be complete and are qualified in their entirety by reference to the complete text of the Credit Agreement and the Guaranty, which will be filed with the Company's Quarterly Report on Form 10-Q for the fiscal quarter ending June 30, 2025.

Item 1.02 Termination of a Material Definitive Agreement.

Effective as of June 27, 2025, the Credit Agreement replaced the 364-Day Credit Agreement dated as of June 28, 2024 among the Company, ALRe and the banks party thereto and Wells Fargo Bank, National Association, as administrative agent (the "Expired Credit Agreement"), and the commitments under the Expired Credit Agreement have expired.

Item 2.02 Results of Operations and Financial Condition.

The information contained in Item 7.01 below under the heading "Preliminary Estimates for Alternative Net Investment Income" is incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information required by Item 2.03 contained in Item 8.01 below under the heading "Offering of Junior Subordinated Debentures" is incorporated by reference herein.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On June 30, 2025, the Company filed a Certificate of Elimination with the Secretary of State of the State of Delaware with respect to the Company's 6.375% Fixed-Rate Reset Perpetual Non-Cumulative Preferred Stock, Series C (the "Series C Preferred Stock"), which, effective upon filing, eliminated from the Company's Certificate of Incorporation all matters set forth in the Certificate of Designations for the Series C Preferred Stock.

A copy of the Certificate of Elimination with respect to the Company's Series C Preferred Stock is attached as Exhibit 3.1 to this report and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

Preliminary Estimates for Alternative Net Investment Income

Apollo Global Management, Inc. ("Apollo"), the parent company of the Company, and the Company are reporting preliminary estimates for the Company's alternative net investment income for the second quarter ended June 30, 2025. This information is being reported prior to the availability of Apollo's quarterly earnings release and quarterly financial supplement for the second quarter, scheduled for release on August 5, 2025.

The Company estimates that alternative net investment income will be approximately $305 million (pre-tax) for the second quarter ended June 30, 2025, which equates to an estimated 10% annualized return on alternative net investments. Within these alternative net investments, the Company estimates that the annualized return on its investment in a pooled investment vehicle, through which it holds the large majority of its alternative

investments portfolio, equates to an estimated 10% for the second quarter ended June 30, 2025 and the annualized return on its investments in other alternative investments including the Company's investments in retirement services platforms equates to an estimated 8% for the second quarter ended June 30, 2025. Excluded from these figures is alternative investment income attributable to non-controlling interests. Alternative net investment income is a component of Spread Related Earnings. Spread Related Earnings is a pre-tax, non-GAAP measure used to assess our financial performance. Refer to the Company's Form 10-K for the period ended December 31, 2024, filed on February 24, 2025, which may be accessed at ir.athene.com, for detailed definitions and reconciliations of the Company's non-GAAP performance measures.

The preliminary financial results presented above are the responsibility of management and have been prepared in good faith on a basis consistent with prior periods. However, we have not completed our financial closing procedures for the period ended June 30, 2025, and our actual results may differ, possibly materially, from these preliminary financial results due to a variety of factors. Additionally, our independent registered public accounting firm has not audited, reviewed, compiled or performed any procedures with respect to these preliminary financial results and does not express an opinion or provide any other form of assurance with respect to these preliminary financial results or their achievability. During the course of the preparation of our consolidated financial statements and related notes as of and for the period ended June 30, 2025, we may identify items that would require us to make material adjustments to the preliminary financial results presented above. As a result, investors should exercise caution in relying on this information and should not draw any inferences from this information regarding financial or operating data not provided. These preliminary financial results should not be viewed as a substitute for full financial statements prepared in accordance with U.S. GAAP. In addition, these preliminary financial results should not be interpreted as indicative of future performance.

The foregoing information is being furnished pursuant to Item 2.02 and Item 7.01 and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference in any filing or other document pursuant to the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, regardless of any general incorporation language in such filing or document, except as shall be expressly set forth by specific reference in such a filing or document.

Overview of Athene's Corporate Structure

The Company has made available to investors a presentation on the Investor Relations section of the Company's website titled "Overview of Athene's Corporate Structure."

The foregoing information is being furnished pursuant to Item 7.01 and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference in any filing or other document pursuant to the Securities Act or the Exchange Act, regardless of any general incorporation language in any such filing or document, except as shall be expressly set forth by specific reference in such filing or document.

Item 8.01 Other Events.

Offering of Junior Subordinated Debentures

On June 24, 2025, the Company entered into an underwriting agreement (the "Underwriting Agreement") by and among the Company and BofA Securities, Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein (the "Underwriters"), relating to the issuance and sale by the Company of $600,000,000 aggregate principal amount of its 6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055 (the "Debentures"). The Debentures were issued on June 27, 2025 pursuant to an Indenture, dated as of March 7, 2024 (the "Indenture"), by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by the third supplemental indenture, dated as of June 27, 2025 (the "Third Supplemental Indenture"), by and between the Company and the Trustee. Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Third Supplemental Indenture.

The Debentures will bear interest (i) from, and including, June 27, 2025 to, but excluding, June 28, 2035 (the "First Reset Date") at the fixed rate of 6.875% per annum and (ii) from, and including, the First Reset Date, during each Reset Period, at a rate per annum equal to the Five-Year U.S. Treasury Rate

as of the most recent Reset Interest Determination Date plus 2.582% to be reset on each Reset Date. Interest on the Debentures will be payable semi-annually in arrears on June 28 and December 28 of each year, beginning on December 28, 2025.

The Debentures have been registered under the Securities Act of 1933, as amended (the "Act") pursuant to a shelf registration statement on Form S-3 (File No. 333-276340), previously filed by the Company with the Securities and Exchange Commission under the Act (the "Registration Statement"). The foregoing description of the Debentures and related agreements is qualified in its entirety by the terms of the Underwriting Agreement, the Indenture and the Third Supplemental Indenture (including the forms of the debentures). The Underwriting Agreement, the Indenture and the Third Supplemental Indenture (including the forms of the debentures) are filed as Exhibit 1.1, 4.1 and 4.2 hereto, and are incorporated by reference herein. An opinion regarding the legality of the Debentures is also filed as Exhibit 5.1, and is incorporated by reference into the Registration Statement.

Series C Preferred Stock Redemption

On June 30, 2025, the Company completed its previously announced redemption of the issued and outstanding Series C Preferred Stock and the related issued and outstanding depositary shares, each representing 1/1,000th interest in a share of the Series C Preferred Stock.

Item 9.01 Financial Statements and Exhibits.

(d) **Exhibits.**

Exhibit No.	Description
1.1	Underwriting Agreement, dated June 24, 2025, by and among Athene Holding Ltd. and BofA Securities, Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein
3.1	Certificate of Elimination of the 6.375% Fixed-Rate Reset Perpetual Non-Cumulative Preferred Stock, Series C of Athene Holding Ltd.
4.1	Indenture for Subordinated Debt Securities, dated March 7, 2024, by and between Athene Holding Ltd. and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.1 to the Form 8-K filed on March 7, 2024)
4.2	Third Supplemental Indenture, dated June 27, 2025, by and between Athene Holding Ltd. and U.S. Bank Trust Company, National Association, as trustee
4.3	Form of 6.875% Junior Subordinated Debentures due 2055 (included in Exhibit 4.2)
5.1	Opinion of Sidley Austin LLP
23.1	Consent of Sidley Austin LLP (included in Exhibit 5.1)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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 thereunto duly authorized.

ATHENE HOLDING LTD.

Date: July 1, 2025

By: /s/ Louis-Jacques Tanguy
Louis-Jacques Tanguy
Chief Financial Officer

Exhibit 1.1

Athene Holding Ltd.

6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055

Underwriting Agreement

June 24, 2025

BofA Securities, Inc.
Deutsche Bank Securities Inc.
J.P. Morgan Securities LLC
Wells Fargo Securities, LLC

As Representatives of the several
Underwriters named in Schedule I attached hereto,

c/o BofA Securities, Inc.
One Bryant Park
New York, New York 10036

c/o Deutsche Bank Securities Inc.
1 Columbus Circle
New York, New York 10019

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

c/o Wells Fargo Securities, LLC
550 South Tryon Street, 5th Floor
Charlotte, North Carolina 28202

Ladies and Gentlemen:

Athene Holding Ltd., a corporation organized under the laws of the State of Delaware (the "Company"), proposes, upon the terms and conditions set forth in this agreement (this "Agreement"), to issue and sell to BofA Securities, Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC and the other several underwriters named in Schedule I hereto (the "Underwriters"), for whom BofA Securities, Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC are acting as representatives (in such capacity, the "Representatives"), $600,000,000 aggregate principal amount of its 6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055 (the "Debentures"). The Debentures will have terms and provisions that are summarized in the Pricing Disclosure Package and the Prospectus (each as defined below). The Debentures are to be issued pursuant to an Indenture, dated as of March 7, 2024 (the "Base Indenture") between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by the Third Supplemental Indenture, to be dated as of June 27, 2025, to be entered into between the Company and the Trustee (the "Supplemental Indenture"; the Base Indenture, as supplemented by the Supplemental Indenture, the "Indenture"). This Agreement is to confirm the agreement concerning the purchase of the Debentures from the Company by the Underwriters.

1. (a) The Company represents and warrants to, and agrees with, each of the Underwriters that:

i. A registration statement on Form S-3 (File No.333-276340) relating to the Debentures (among other securities) (i) has been prepared by the Company in conformity with the requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder; (ii) has been filed with the Commission under the Securities Act; and (iii) has become effective under the Securities Act. Copies of such registration statement and any amendment thereto have been delivered by the Company to the Representatives. As used in this Agreement:

a. "Applicable Time" means 2:30 p.m. (New York City time) on June 24, 2025;

b. "Effective Date" means the date and time at which such registration statement became, or is deemed to have become, effective in accordance with the rules and regulations under the Securities Act;

c. "Issuer Free Writing Prospectus" means each "issuer free writing prospectus" (as defined in Rule 433 under the Securities Act) relating to the Debentures;

d. "Preliminary Prospectus" means any preliminary prospectus relating to the Debentures included in such registration statement or filed with the Commission pursuant to Rule 424(b) under the Securities Act, including any preliminary prospectus supplement thereto relating to the Debentures;

e. "Pricing Disclosure Package" means, as of the Applicable Time, the most recent Preliminary Prospectus, together with each Issuer Free Writing Prospectus filed or used by the Company at or before the Applicable Time, other than a road show that is an Issuer Free Writing Prospectus but is not required to be filed under Rule 433 under the Securities Act;

f. "Prospectus" means the final prospectus relating to the Debentures, including any prospectus supplement thereto relating to the Debentures, as filed with the Commission pursuant to Rule 424(b) under the Securities Act; and

g. "Registration Statement" means such registration statement (File No. 333-276340) on Form S-3, as amended as of the Effective Date, including any Preliminary Prospectus or the Prospectus, all exhibits to such registration statement and including the information deemed by virtue of Rule 430B under the Securities Act to be part of such registration statement as of the Effective Date.

Any reference to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents incorporated by reference therein pursuant to Form S-3 under the Securities Act as of the date of such Preliminary Prospectus or the Prospectus, as the case may be. Any reference to the "most recent Preliminary Prospectus" shall be deemed to refer to the latest Preliminary Prospectus included in the Registration Statement or filed pursuant to Rule 424(b) under the Securities Act prior to or on the date hereof. Any reference to any amendment

or supplement to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any document filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date of such Preliminary Prospectus or the Prospectus, as the case may be, and before the date of such amendment or supplement and incorporated by reference in such Preliminary Prospectus or the Prospectus, as the case may be; and any reference to any amendment to the Registration Statement shall be deemed to include any document filed with the Commission pursuant to Section 13(a), 14 or 15(d) of the Exchange Act after the Effective Date and before the date of such amendment that is incorporated by reference in the Registration Statement. The Commission has not issued any order preventing or suspending the use of any Preliminary Prospectus or the Prospectus or suspending the effectiveness of the Registration Statement, and no proceeding or examination for such purpose has been instituted or threatened by the Commission. The Commission has not notified the Company of any objection to the use of the form of the Registration Statement or any post-effective amendment thereto;

ii. Since the time of initial filing of the Registration Statement, the Company has been, and continues to be, a "well-known seasoned issuer" (as defined in Rule 405) eligible to use Form S-3 for the offering of the Debentures. Since the time of the initial filing of the Registration Statement, the Company was not and has not been an "ineligible issuer" (as defined in Rule 405). The Registration Statement is an "automatic shelf registration statement" (as defined in Rule 405) and was filed not earlier than the date that is three years prior to the Time of Delivery (as defined herein);

iii. The Registration Statement conformed and will conform in all material respects on the Effective Date and at the Time of Delivery, and any amendment to the Registration Statement filed after the date hereof will conform in all material respects when filed, to the requirements of the Securities Act and the rules and regulations thereunder. The most recent Preliminary Prospectus conformed, and the Prospectus will conform, in all material respects when filed with the Commission pursuant to Rule 424(b) under the Securities Act and at the Time of Delivery, to the requirements of the Securities Act and the rules and regulations thereunder. The documents incorporated by reference in any Preliminary Prospectus or the Prospectus conformed, and any further documents so incorporated will conform, when filed with the Commission, in all material respects to the requirements of the Exchange Act or the Securities Act, as applicable, and the rules and regulations of the Commission thereunder;

iv. Neither the Company nor any other person acting on behalf of the Company has sold or issued any securities that would be integrated with the offering of the Debentures contemplated by this Agreement pursuant to the Securities Act, the rules and regulations thereunder or the interpretations thereof by the Commission;

v. The Registration Statement did not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided that no representation or warranty is made as to (1) information contained in or omitted from the Registration Statement in reliance upon and in conformity with written information furnished to the Company through the Representatives by or on behalf of any Underwriter specifically for inclusion therein or (2) the Statement of Eligibility under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), of the Trustee. For purposes of this Agreement, the only information furnished to the Company by an Underwriter through the Representatives is the information in the third sentence in the third paragraph under the heading "Underwriting" and "Underwriting (Conflicts of Interest),"

the first and seventh sentences in the tenth paragraph under the heading "Underwriting" and "Underwriting (Conflicts of Interest)," and the first sentence in the eleventh paragraph under the heading "Underwriting," in each case contained in, as the case may be, the Pricing Disclosure Package, the Prospectus or any Issuer Free Writing Prospectus (the "Underwriter Information");

vi. The Prospectus will not, as of its date or as of the Time of Delivery, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information;

vii. The Pricing Disclosure Package, as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements in the Pricing Disclosure Package, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information;

viii. Each Issuer Free Writing Prospectus listed in Schedule III(a) hereto does not conflict with the information contained in the Registration Statement, the Pricing Disclosure Package or the Prospectus; and each such Issuer Free Writing Prospectus listed in Schedule III(a) hereto, when taken together with the Pricing Disclosure Package, as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made as to information contained in or omitted from such Issuer Free Writing Prospectus listed in Schedule III(a) hereto in reliance upon and in conformity with Underwriter Information;

ix. The documents incorporated by reference in any Preliminary Prospectus or the Prospectus did not, and any further documents filed and incorporated by reference therein will not, when filed with the Commission, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. No such documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule IV hereto;

x. The financial statements (including the notes and any supporting schedules thereto) of the Company and its consolidated subsidiaries included or incorporated by reference in the Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus comply in all material respects with the applicable requirements of the Securities Act and present fairly in all material respects the consolidated financial position of the Company as of the dates indicated and the consolidated results of operations and changes in the consolidated financial position of the Company for the periods specified; any such financial statements have been prepared in conformity with generally accepted accounting principles in the United States ("U.S. GAAP") applied on a consistent basis throughout the periods presented (other than as described therein); the summary and selected consolidated financial data included or incorporated by reference in the Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus has been derived from the accounting records of the Company and its consolidated subsidiaries and presents fairly, on the basis stated in or incorporated by reference in the Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus, the information shown therein and has been compiled on a basis consistent with that of the audited consolidated financial statements included therein;

xi. Neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package and the Prospectus any material loss or material interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus; and, since the respective dates as of which information is given in the Pricing Disclosure Package and the Prospectus, there has not been any change in the capital stock (other than as a result of (i) the grant, vesting or exercise of stock options or other equity incentives pursuant to the Company's equity incentive plans or (ii) the repurchase of shares of capital stock pursuant to agreements, share repurchase programs or other arrangements providing for an option to repurchase or a right of first refusal on behalf of the Company, in each case as such (A) equity incentive plans, (B) outstanding equity incentives, (C) agreements or other arrangements and (D) share repurchase programs are described in the Pricing Disclosure Package and the Prospectus) or long-term debt of the Company or any of its subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of share capital of the Company, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general business affairs, management, financial position, stockholder equity or results of operations of the Company and its subsidiaries, taken as a whole (each, a "Material Adverse Change"), except in each case as set forth or contemplated in the Pricing Disclosure Package and the Prospectus;

xii. The Company and its subsidiaries have valid title in fee simple to all real and personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Disclosure Package and the Prospectus or such as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them, to the Company's knowledge, under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries;

xiii. The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing (where such concept exists) under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, or is subject to no material liability or disability by reason of the failure to be so qualified in any such jurisdiction; and each subsidiary of the Company has been duly incorporated or otherwise organized, as applicable, and is validly existing as a corporation or other entity, as applicable, in good standing (where such concept exists) under the laws of its applicable jurisdiction of incorporation or organization (where such concept exists) with the corporate or other power and authority to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus, and has been duly qualified as a foreign corporation or other entity, as applicable, for the transaction of its business as described in the Pricing Disclosure Package and the Prospectus under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification;

xiv. The Company has an authorized capitalization as set forth in the Pricing Disclosure Package and the Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and conform to the description thereof contained in the Pricing Disclosure Package and the Prospectus; and all of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and, except for directors' qualifying shares and as described in the Pricing Disclosure Package, are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims; except as described in the Pricing Disclosure Package and the Prospectus, there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Company's shares of common stock, par value $0.001 per share (the "Common Stock"), or any other class of share capital of the Company; and except as described in the Pricing Disclosure Package and the Prospectus, there are no restrictions on subsequent transfers of the Common Stock under the laws of the State of Delaware;

xv. Except as described in the Pricing Disclosure Package, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company;

xvi. The issuance and sale of the Debentures, the execution, delivery and performance by the Company of the Debentures, the Indenture and this Agreement, the application of the proceeds from the sale of the Debentures as described under "Use of Proceeds" in each of the Pricing Disclosure Package and the Prospectus and the consummation of the transactions contemplated hereby and thereby, will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (B) result in any violation of the Certificate of Incorporation, Bylaws or similar organizational documents of the Company or any of its subsidiaries, or (C) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except in the case of (A) and (C) for such violations as would not, individually or in the aggregate, reasonably be expected to (x) have a Material Adverse Change and (y) impair, in any material respect, the consummation of the transactions contemplated by this Agreement ((x) and (y) collectively, a "Material Adverse Effect"); and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issuance and sale of the Debentures, the execution, delivery and performance by the Company of the Debentures, the Indenture and this Agreement, the application of the proceeds from the sale of the Debentures as described under "Use of Proceeds" in each of the Pricing Disclosure Package and the Prospectus and the consummation of the transactions contemplated hereby and thereby, except for (i) such consents, approvals, authorizations, orders, registrations or qualifications as may be required under the Securities Act and applicable state and foreign securities laws, any rule or

regulation of any self-regulatory organization or other non-governmental regulatory authority and/or the bylaws and rules of the Financial Industry Regulatory Authority, Inc. ("FINRA") in connection with the purchase and distribution of the Debentures by the Underwriters or (ii) where the failure to obtain any such consent, approval, authorization, order, registration or qualification would not impair, in any material respect, the ability of the Company or any other party hereto to consummate the transactions contemplated by this Agreement;

xvii. Neither the Company nor any of its subsidiaries is (i) in violation of its Certificate of Incorporation, Bylaws or similar organizational documents, or (ii) in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except in the case of (ii) for such defaults as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

xviii. The statements set forth in each of the Pricing Disclosure Package and the Prospectus under the caption "Description of Debt Securities," as supplemented by the statements set forth under the caption "Description of the Junior Subordinated Debentures," insofar as they purport to constitute a summary of the terms of the Indenture and the Debentures, under the caption "Tax Considerations," and under the subsection "Regulation" under the caption "Business" in the Company's Form 10-K for the year ended December 31, 2024, insofar as they purport to describe the provisions of the laws and/or regulations referred to therein, are accurate, complete and fair in all material respects;

xix. None of the transactions contemplated by this Agreement (including, without limitation, the use of the proceeds from the sale of the Debentures), will violate or result in a violation of Section 7 of the Exchange Act, or any regulation promulgated thereunder, including, without limitation, Regulations T, U and X of the Board of Governors of the Federal Reserve System;

xx. Other than as set forth in the Pricing Disclosure Package and the Prospectus, there are no legal or governmental or regulatory proceedings pending to which the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company is a party or of which any property or assets of the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company is the subject which, if determined adversely to the Company, would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or regulatory organizations or threatened by others;

xxi. The Company is not, and after giving effect to the offer and sale of the Debentures and the application of the proceeds therefrom as described under "Use of Proceeds" in each of the Pricing Disclosure Package and the Prospectus, will not be, an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

xxii. The Company and its affiliates have not taken, directly or indirectly, any action designed to cause or result in, or that could reasonably be expected to cause or result in, or that has constituted the stabilization or manipulation of the price of any security of the Company in connection with the offering of the Debentures;

xxiii. The Company has not distributed and, prior to the later to occur of the Time of Delivery and completion of the distribution of the Debentures, will not distribute any offering material in connection with the offering and sale of the Debentures other than any Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus to which the Representatives have consented in accordance with Section 6(a) and any Issuer Free Writing Prospectus set forth on Schedule III hereto;

xxiv. Deloitte & Touche LLP, who has certified certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm as required by the Securities Act and the rules and regulations of the Commission thereunder and the Public Company Accounting Oversight Board (United States);

xxv. The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. Except as disclosed in the Pricing Disclosure Package and the Prospectus, the Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting (whether or not remediated);

xxvi. There is and has been no failure on the part of the Company and any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith with which the Company is required to comply;

xxvii. Since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package and the Prospectus, there has been no change in the Company's internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the Company's internal control over financial reporting;

xxviii. The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act applicable to the Company; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective;

xxix. This Agreement has been duly authorized, executed and delivered by the Company and the Company has all requisite power and authority to perform its obligations hereunder;

xxx. The Company has all requisite power and authority (corporate and other), to execute, deliver and perform its obligations under the Base Indenture and the Supplemental Indenture. The Base Indenture has been duly and validly authorized and executed by the Company and constitutes a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). The Supplemental Indenture has been duly and validly authorized by the Company, and upon its execution and delivery and, assuming due authorization, execution and delivery by the Trustee, will constitute a valid and legally binding agreement of the Company, enforceable against the

Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). The Base Indenture and the Supplemental Indenture shall comply in all material respects with the requirements of the Trust Indenture Act. The Indenture will conform to the descriptions thereof in each of the Pricing Disclosure Package and the Prospectus;

xxxi. The Company has all requisite power and authority (corporate and other) to execute, issue, sell and perform its obligations under the Debentures. The Debentures have been duly authorized by the Company and, when duly executed by the Company in accordance with the terms of the Indenture, assuming due authentication of the Debentures by the Trustee, upon delivery to the Underwriters against payment therefor in accordance with the terms hereof, will be validly issued and delivered and will constitute valid and legally binding obligations of the Company entitled to the benefits of the Indenture, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). The Debentures will conform in all material respects to the description thereof in each of the Pricing Disclosure Package and the Prospectus;

xxxii. Each subsidiary of the Company that is required to be organized and licensed as an insurance company (collectively, the "Insurance Subsidiaries") is duly licensed as required in its jurisdiction of organization and, other than as described in the Pricing Disclosure Package and the Prospectus, is duly licensed or authorized as required in each jurisdiction outside its jurisdiction of organization where it is required to be so licensed or authorized to conduct its business as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, except where the failure to be so licensed or authorized, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. The Insurance Subsidiaries have made all required filings (including statutory annual and quarterly statements and statutory balance sheets and income statements included therein) under applicable insurance statutes in each jurisdiction where such filings are required, except for such filings the failure of which to make would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Except as contemplated in the Pricing Disclosure Package and the Prospectus, (A) each of the Insurance Subsidiaries has all other necessary authorizations, approvals, orders, consents, certificates, permits, registrations and qualifications ("Authorizations"), of and from all insurance regulatory authorities necessary to conduct their respective existing business as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, except where the failure to have such Authorizations, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, and (B) no Insurance Subsidiary has received any notification from any insurance regulatory authority to the effect that any additional Authorizations are needed to be obtained by any Insurance Subsidiary in any case where it would reasonably be expected that the failure to obtain such additional Authorizations or the limiting of the writing of such business would result in a Material Adverse Effect, and, except as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus, no insurance regulatory authority having jurisdiction over any Insurance Subsidiary has issued any order or decree impairing, restricting or prohibiting (A) the payment of dividends by any Insurance Subsidiary to its parent, other than

those restrictions applicable to insurance or reinsurance companies under such jurisdiction generally or (B) the continuation of the business of the Company or any of the Insurance Subsidiaries in all material respects as presently conducted, in each case except where such orders or decrees would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

xxxiii. Neither the Company nor any of its Insurance Subsidiaries has received any written notice from any of the other parties to any material reinsurance treaties, contracts, agreements or arrangements to which the Company or any Insurance Subsidiary is a party that such other party intends not to perform its obligations thereunder, except to the extent that such nonperformance would not have a Material Adverse Effect;

xxxiv. The Company and each of its subsidiaries carry or are covered by insurance in such amounts and covering such risks as the Company reasonably believes are prudent and customary in the business in which the Company is engaged; and the Company has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business;

xxxv. The Company is not aware of any existing or imminent labor disturbances by any of its employees that would reasonably be expected to have a Material Adverse Effect;

xxxvi. There are no contracts or documents that are required to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement that have not been so described and filed as required;

xxxvii. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Registration Statement, the Preliminary Prospectus and the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith;

xxxviii. The Company and its subsidiaries own or possess adequate rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, know-how, software, systems and technology (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of their respective businesses as currently conducted (collectively, the "Intellectual Property"), except where the failure to own or possess such rights would not reasonably be expected to have a Material Adverse Effect. To the Company's knowledge, the present employment of the Intellectual Property by the Company and its subsidiaries does not infringe or otherwise violate any rights of any third party in respect of the Intellectual Property that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries have not received any unresolved notice of material infringement of or conflict with rights of third parties with respect to any of the Intellectual Property;

xxxix. There are no business relationships or related party transactions involving the Company or any subsidiary or any other person required by the Securities Act to be described in the Registration Statement, the Preliminary Prospectus or the Prospectus that have not been described as required;

xl. The Company and its subsidiaries have filed all necessary federal, state, local and foreign income tax returns and have paid all taxes required to be paid by any of them, and, if due and payable, any related or similar assessment, fine or penalty levied against any of them, except for any taxes, assessments, fines or penalties as may be being contested in good faith and by appropriate proceedings or where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect;

xli. Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included or incorporated by reference in the Registration Statement, the Preliminary Prospectus, the Pricing Disclosure Package and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects;

xlii. No subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock or other ownership interests, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's property or assets to the Company or any other subsidiary of the Company, except as described in the Pricing Disclosure Package and the Prospectus;

xliii. Immediately after the consummation of the issuance of the Debentures, the Company will be Solvent. As used in this paragraph, the term "Solvent" means, with respect to a particular date, that on such date (i) the present fair market value (or present fair saleable value) of the assets of the Company are not less than the total amount required to pay the probable liabilities of the Company on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured, (ii) the Company is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business, (iii) assuming the sale of the Debentures as contemplated by this Agreement, the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company is not incurring debts or liabilities beyond its ability to pay as such debts and liabilities mature, (iv) the Company is not engaged in any business or transaction, and is not about to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which the Company is engaged, and (v) the Company is not a defendant in any civil action that would result in a judgment that the Company is or would become unable to satisfy. In computing the amount of such contingent liabilities at any time, it is intended that such liabilities will be computed at the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability;

xliv. Other than as set forth in the Pricing Disclosure Package and the Prospectus, the Company has no debt securities or preferred stock rated by any "nationally recognized statistical rating organization," as defined in Section 3(a)(62) of the Exchange Act;

xlv. (a) Except as in each case would not reasonably be expected to have a Material Adverse Effect, the Company has operated its business in a manner compliant with all privacy and data protection laws and regulations applicable to the Company's collection, handling, and storage of its customers' data; the Company has policies and procedures in place designed to ensure privacy and data protection laws are complied with and takes steps which are reasonably designed to assure compliance in all material respects with such policies and procedures; and (b) other than as set forth in the Pricing Disclosure Package and the Prospectus, (x) to the Company's knowledge, there has been no security breach or other compromise of or relating to any of the Company's or its subsidiaries' information technology and computer systems,

networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, "IT Systems and Data") and (y) the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would result in, any security breach or other compromise to their IT Systems and Data, except, in the case of both (x) and (y), as would not reasonably be expected to have a Material Adverse Effect;

xlvi. None of the Company, any of its subsidiaries, or their respective directors or officers, nor to the knowledge of the Company, any agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries has (i) made any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; (iv) violated or is in violation of any provision of the Bribery Act 2010 of the United Kingdom; or (v) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

xlvii. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with the applicable requirements of anti-money laundering laws, including, but not limited to, the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder, and the anti-money laundering laws of the various jurisdictions to which the Company and its subsidiaries are subject (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

xlviii. None of the Company, any of its subsidiaries, or their respective directors or officers, nor, to the knowledge of the Company, any agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the United Nations Security Council, the United Kingdom, the European Union or any European Union member state, or other relevant sanctions authority (collectively, "Sanctions"), and the Company will not directly or indirectly use the proceeds of the offering of the Debentures hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, Crimea, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, any other covered region of Ukraine identified pursuant to Executive Order 14065, and the non-governmental controlled areas of the Kherson and Zaporizhzhia regions of Ukraine) or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions;

xlix. To the Company's knowledge, based on a reasonable and diligent inquiry, neither the Company nor any of its subsidiaries (1) is a "covered foreign person", as that term is defined in 31 C.F.R. § 850.209 ("Covered Foreign Person"), or (2) plans to make any investment, become a party to any joint venture or other arrangement, or engage in any other activity as a result of which the Company or any of its subsidiaries would be or become a Covered Foreign Person.

l. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Preliminary Prospectus, the Pricing Disclosure Package and the Prospectus fairly present in all material respects the information in accordance with the Commission's rules and guidelines applicable thereto; and

li. The Company is not a "shell company" as described in Rule 144(i) under the Securities Act.

2. Subject to the terms and conditions herein set forth, the Company agrees to issue and sell to the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price of 99.00% of the principal amount thereof, plus accrued interest from the Time of Delivery to the date of payment, if any, the principal amount of Debentures set forth opposite the name of such Underwriter in Schedule I hereto.

3. Each Underwriter represents, severally and not jointly, that it has, to the best of its knowledge, complied with, and agrees to comply with, the selling restrictions included in the "Underwriting" section of the most recent Preliminary Prospectus in connection with the offering of the Debentures.

4. (a) The Debentures to be purchased by each of the Underwriters hereunder, shall be delivered by or on behalf of the Company to the Underwriters, or the Trustee as custodian for The Depository Trust Company ("DTC"), for the account of such Underwriters against payment by or on behalf of the Underwriters of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to the Representatives at least forty-eight hours in advance, by causing DTC to credit the Debentures to the account of the Underwriters at DTC. The Debentures will be evidenced by one or more global securities in definitive form (the "Global Notes") and will be registered in the name of Cede & Co., as nominee of DTC. The Debentures to be delivered to the Underwriters shall be made available to the Underwriters in New York City for inspection and packaging not later than 10:00 a.m., New York City time, on the business day next preceding the Time of Delivery. The time and date of such delivery and payment shall be 9:30 a.m., New York City time, on June 27, 2025 or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date for delivery of the Debentures is herein called the "Time of Delivery."

(b) The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including any documents requested by the Underwriters pursuant to Section 8 hereof will be delivered at the offices of Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (the "Closing Location"), and the Debentures will be delivered through the facilities of DTC at its office or the office of its designated custodian, all at the Time of Delivery. A meeting will be held at the Closing Location at 5:00 p.m., New York City time, on the Business Day next preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. "Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by the Representatives and to file such Prospectus pursuant to Rule 424(b) under the Securities Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the Time of Delivery except as provided herein; to advise the Representatives, promptly after it receives notice thereof, of the time when any amendment or supplement to the Registration Statement or the Prospectus has been filed and to furnish the Representatives with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Securities Act; to advise the Representatives, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Prospectus or any Issuer Free Writing Prospectus, of the suspension of the qualification of the Debentures for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding or examination for any such purpose, or any notice from the Commission objecting to the use of the form of Registration Statement or any post-effective supplement thereto or of any request by the Commission for the amending or supplementing of the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of the Prospectus or any Issuer Free Writing Prospectus or suspending any such qualification, to use promptly its best efforts to obtain its withdrawal;

(b) To deliver promptly to the Representatives such number of the following documents as the Representatives shall reasonably request: (A) conformed copies of the Registration Statement as originally filed with the Commission and each amendment thereto (in each case excluding exhibits other than this Agreement), (B) each Preliminary Prospectus, the Prospectus and any amended or supplemented Prospectus, (C) each Issuer Free Writing Prospectus, and (D) any document incorporated by reference in any Preliminary Prospectus or the Prospectus; and, if the delivery of a prospectus is required at any time after the date hereof in connection with the offering or sale of the Debentures or any other securities relating thereto and if at such time any events shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Securities Act or the Exchange Act, to notify the Representatives and, upon their request, to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many copies as the Representatives may from time to time reasonably request of an amended or supplemented Prospectus that will correct such statement or omission or effect such compliance;

(c) The Company consents to the use of the Pricing Disclosure Package and the Prospectus in accordance with the securities or Blue Sky laws of the jurisdictions in which the Debentures are offered by the Underwriters and by all dealers to whom Debentures may be sold, in connection with the offering and sale of the Debentures;

(d) Promptly from time to time to take such action as the Underwriters may reasonably request to qualify the Debentures for offering and sale under the securities laws of such jurisdictions as the Underwriters may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Debentures, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction or subject itself to qualification in any jurisdiction in which it was not otherwise subject to taxation;

(e) Prior to 10:00 a.m., New York City time, on the Business Day next succeeding the date of this Agreement (or such later time as may be agreed by the Company and the Representatives) and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as the Representatives may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Securities Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Debentures and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Securities Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Securities Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance;

(f) To make generally available to its securityholders as soon as practicable (which may be satisfied by filing with the Commission's Electronic Gathering, Analysis and Retrieval system or any successor thereto ("EDGAR")), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Securities Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(g) For a period commencing on the date hereof through and including the Time of Delivery, the Company agrees not to, directly or indirectly, (i) offer for sale, sell, or otherwise dispose of (or enter into any transaction or device that is designed to, or would be expected to, result in the disposition by any person at any time in the future of) any debt securities of the Company substantially similar to the Debentures or securities convertible into or exchangeable for such debt securities of the Company, or sell or grant options, rights or warrants with respect to such debt securities of the Company or securities convertible into or exchangeable for such debt securities of the Company, (ii) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of such debt securities of the Company, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of debt securities of the Company or other securities, in cash or otherwise, (iii) file or cause to be filed a registration statement, including any amendments, with respect to the registration of debt securities of the Company substantially similar to the Debentures or securities convertible, exercisable or exchangeable into debt securities of the Company, or (iv) publicly announce an offering of any debt securities of the Company substantially similar to the Debentures or securities convertible or exchangeable into such debt securities, in each case without the prior written consent of the Representatives on behalf of the Underwriters. For the avoidance of doubt, nothing contained in this Section 5(g) shall prohibit or in any way restrict, or be deemed to prohibit or in any way restrict, the issuance of notes by a special purpose trust formed solely to hold funding agreements and to issue funding agreement backed notes;

(h) To file with the Commission such information on Form 10-Q or Form 10-K, as may be required by Rule 463 under the Securities Act;

(i) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 p.m., Washington, D.C. time, on the date of this Agreement (or other applicable EDGAR filing deadline), and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 3a(c) of the Commission's Informal and Other Procedures (16 CFR 202.3a);

(j) The Company will apply the net proceeds from the sale of the Debentures to be sold by it hereunder substantially in accordance with the description set forth in the Pricing Disclosure Package and the Prospectus under the caption "Use of Proceeds";

(k) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's applicable trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Debentures (the "License"); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee, may not be assigned or transferred or sublicensed and terminates immediately upon the completion of the distribution of the Debentures by any such Underwriter;

(l) To not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company in connection with the offering of the Debentures;

(m) The Company will use its best efforts to cause the Debentures to be eligible for clearance and settlement through DTC;

(n) The Company will do and perform all things required or necessary to be done and performed under this Agreement by it prior to the Time of Delivery, and to satisfy all conditions precedent to the Underwriters' obligations hereunder to purchase the Debentures;

(o) To file promptly with the Commission any amendment or supplement to the Registration Statement or the Prospectus that may, in the reasonable judgment of the Company or the Representatives, be required by the Securities Act or requested by the Commission;

(p) Prior to filing with the Commission any amendment or supplement to the Registration Statement, the Prospectus, any document incorporated by reference in the Prospectus or any amendment to any document incorporated by reference in the Prospectus, to furnish a copy thereof to the Representatives and counsel for the Underwriters and obtain the consent of the Representatives to the filing (such consent to not be unreasonably withheld or delayed); and

(q) To pay the required Commission filing fees relating to the Debentures within the time required by Rule 456(b)(1) under the Securities Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Securities Act.

6. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Debentures that would constitute a "free writing prospectus" as defined in Rule 405 under the Securities Act; and each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Debentures that would constitute a free writing prospectus; any such Issuer Free Writing Prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule III hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Securities Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and

(c) The Company agrees that if at any time following issuance of a Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document which will correct such conflict, statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with Underwriter Information.

7. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel, outside advisers and accountants in connection with the registration, issuance and delivery of the Debentures under the Securities Act and all other expenses in connection with the preparation, printing, reproduction, filing and distribution of the Registration Statement, any Preliminary Prospectus, the Pricing Disclosure Package, the Prospectus and any Issuer Free Writing Prospectus and all amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing this Agreement, closing documents (including any compilations thereof), the Indenture and any other documents in connection with the offering, purchase, sale and delivery of the Debentures; (iii) all expenses in connection with the qualification of the Debentures for offering and sale under state and foreign securities laws as provided in Section 5(c) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) the filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA (including, if applicable, the fees and expenses of any "qualified independent underwriter" and its counsel as may be required by the rules and regulations of FINRA) of the terms of the sale of the Debentures; provided that the costs and fees of counsel described in clauses (iii) and (iv) shall not exceed $15,000; (v) fees and expenses associated with filings required to be made with the Commission; (vi) the issuance and delivery by the Company of the Debentures and any taxes payable in connection therewith; (vii) the furnishing of such copies of the Preliminary Prospectus, the Pricing Disclosure Package and the Prospectus; (viii) the preparation of certificates for the Debentures (including, without limitation, printing and engraving thereof); (ix) the approval of the Debentures by DTC for "book-entry" transfer; (x) the rating of the Debentures; (xi) the obligations of the Trustee, any agent of the Trustee and the counsel for the Trustee in connection with the Indenture and the Debentures; (xii) all expenses of the Company related to the "road-show" for any offering of the Debentures, including without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company; (xiii) the rating of the Debentures; and (xiv) all other costs and expenses incident to the performance of the Company's obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 9, 13 and 22 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Debentures by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder, as to the Debentures to be delivered at the Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company herein are, at and as of the Time of Delivery, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Securities Act within the applicable time period prescribed for such filing by the rules and regulations under the Securities Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Securities Act shall have been filed with the Commission within the applicable time period prescribed or as permitted for such filing by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or, to the Company's knowledge, threatened by the Commission and no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Fried, Frank, Harris, Shriver & Jacobson LLP, counsel for the Underwriters, shall have furnished to you their written opinion and negative assurance letter, each dated the Time of Delivery, in form and substance reasonably satisfactory to you, with respect to such matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Sidley Austin LLP, counsel for the Company, shall have furnished to you their written opinion (including certain negative assurance statements) (a form of such opinion and letter is attached as Annex I hereto), dated the Time of Delivery, in form and substance reasonably satisfactory to you;

(d) On the date of the Prospectus at a time prior to or contemporaneously with the execution of this Agreement, and also at the Time of Delivery, Deloitte & Touche LLP shall have furnished to you a letter, dated the respective dates of delivery thereof, in form and substance satisfactory to you;

(e) (i) Neither the Company nor any of its subsidiaries, taken as a whole, shall have sustained since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package or the Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, except as set forth or contemplated in the Pricing Disclosure Package or the Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Disclosure Package or the Prospectus, there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general business affairs, management, financial position, stockholder equity or results of operations of the Company and its subsidiaries or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of share capital, taken as a whole, except as set forth or contemplated in the Pricing Disclosure Package or the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Debentures being delivered at the Time of Delivery on the terms and in the manner contemplated in the Pricing Disclosure Package or the Prospectus;

(f) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt or preference securities (including the Debentures) or the Company's and the Insurance Subsidiaries' financial strength or claims paying ability by any "nationally recognized statistical rating organization", as defined in Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's and the Insurance Subsidiaries' debt or preference securities, financial strength or claims paying ability;

(g) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on The New York Stock Exchange (the "NYSE"); (ii) a suspension or material limitation in trading in the Company's securities on the NYSE; (iii) a general moratorium on commercial banking activities declared by U.S. federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Debentures being delivered at the Time of Delivery on the terms and in the manner contemplated in the Pricing Disclosure Package or the Prospectus;

(h) The Company shall have complied with the provisions of Section 5(e) hereof with respect to the furnishing of the Prospectus on the Business Day next succeeding the date of this Agreement;

(i) The Company shall have furnished or caused to be furnished to you at the Time of Delivery a certificate of officers of the Company, satisfactory to you as to the accuracy of the representations and warranties of the Company, herein at and as of the Time of Delivery, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to the Time of Delivery, and the Company shall have furnished or caused to be furnished certificates as to the matters set forth in subsections (a) and (e) of this Section 8 and as to such other matters as you may reasonably request;

(j) The Company shall have furnished or caused to be furnished to you at the date of this Agreement and the Time of Delivery a certificate of the Chief Financial Officer of the Company, dated the date hereof and the Time of Delivery, in form and substance satisfactory to you;

(k) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any U.S. federal or state, or other federal, state or foreign governmental or regulatory authority that would, as of the Time of Delivery, prevent the issuance or sale of the Debentures by the Company; and no injunction or order of any U.S. federal or state, or other federal, state or foreign court shall have been issued that would, as of the Time of Delivery, prevent the issuance or sale of the Debentures by the Company;

(l) The Debentures shall be eligible for clearance and settlement through DTC; and

(m) The Company and the Trustee shall have executed and delivered the Indenture, and the Underwriters shall have received an electronic copy thereof, duly executed by the Company and the Trustee.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, to which such Underwriter may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, or any "issuer information" filed or required to

be filed pursuant to Rule 433(d) under the Securities Act, or the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus in reliance upon and in conformity with Underwriter Information.

(b) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Disclosure Package or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with the Underwriter Information provided by such Underwriter; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) of this Section 9 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection in relation to which notice was omitted. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Debentures. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case, as set forth on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total discounts and commission received by such Underwriter with respect to the offering of the Debentures exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective obligations to purchase and not joint.

(e) The obligations of the Company under this Section 9 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each employee, agent, officer, director and partner of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Securities Act and each broker-dealer affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Securities Act.

10. (a) If any Underwriter shall default in its obligation to purchase the Debentures that it has agreed to purchase hereunder at the Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Debentures on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Debentures, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Debentures on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Debentures, or the Company notifies you that it has so arranged for the purchase of such Debentures, you or the Company shall have the right to postpone the Time of Delivery for a period of not more than seven calendar days, in order to effect whatever changes may thereby be made necessary in the Registration Statement, the Pricing Disclosure Package or the Prospectus, or in any other documents or arrangements, and the Company agrees to make promptly any amendments or supplements to the Registration Statement, the Pricing Disclosure Package or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section 10 with like effect as if such person had originally been a party to this Agreement with respect to such Debentures.

(b) If, after giving effect to any arrangements for the purchase of the Debentures of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate principal amount of such Debentures which remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all Debentures to be purchased at the Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the aggregate principal amount of Debentures which such Underwriter agreed to purchase hereunder at the Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the aggregate principal amount of Debentures which such Underwriter agreed to purchase hereunder) of the Debentures of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Debentures of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate principal amount of such Debentures which remains unpurchased exceeds one-eleventh of the aggregate principal amount of such Debentures to be purchased at the Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Debentures of a defaulting Underwriter or Underwriters, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, rights and obligations of contribution, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Debentures.

12. The Company acknowledges that the Underwriters' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriters' research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering that differ from the views of their respective investment banking divisions. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Company by such Underwriters' investment banking divisions. The Company acknowledges that each of the Underwriters is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies that may be the subject of the transactions contemplated by this Agreement.

13. If this Agreement shall be terminated pursuant to Section 10 hereof, the Company shall not then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason any Debentures are not delivered by or on behalf of the Company as provided herein, the Company will reimburse the Underwriters through you for all reasonable out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Debentures not so delivered, but the Company shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

14. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you jointly as the Representatives.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, electronic mail or facsimile transmission to BofA Securities, Inc., Attention: High Grade Transaction Management/Legal, 114 W 47th St., NY8-114-07-01, New York, New York 10036, Facsimile: (212) 901-7881; Deutsche Bank Securities Inc., 1 Columbus Circle, New York, New York 10019, Attention: Debt Capital Markets Syndicate (with a copy to General Counsel, dbcapmarkets.gcnotices@list.db.com); J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Attention: Investment Grade Syndicate Desk (fax: (212) 834-6081); and Wells Fargo Securities, LLC, 550 South Tryon Street, 5th Floor, Charlotte, North Carolina 28202, Attention of Transaction Management, Email: tmgcapitalmarkets@wellsfargo.com; if to the Company shall be delivered or sent by mail, electronic mail or facsimile transmission to the address of the Company set forth on the cover of the Prospectus, Attention: Secretary; provided, however, that any notice to an Underwriter pursuant to Section 9(c) hereof shall be delivered or sent by mail, electronic mail or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, which address will be supplied to the Company by you on request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

15. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters and the Company and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter and each broker-dealer affiliate of any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Debentures from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

16. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

17. The Company acknowledges and agrees that (i) the purchase and sale of the Debentures pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

18. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

20. THE COMPANY AND EACH OF THE UNDERWRITERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. The Company agrees that any suit or proceeding arising in respect of this Agreement or our engagement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company irrevocably agrees to submit to the jurisdiction of, and to venue in, such courts.

22. The Company undertakes to pay and bear any stamp, issuance, registration, capital, transfer or similar taxes or duties, including all interest and penalties, and otherwise to indemnify and hold harmless each Underwriter against any such taxes or duties, arising in connection with the purchase, sale, transfer and delivery of the Debentures by the Company pursuant to this Agreement, including (without limitation): (i) the issuance, sale, transfer and delivery of the Debentures to or for the respective accounts of the several Underwriters, (ii) the sale, transfer and delivery of the Debentures by the Underwriters, to the subsequent purchasers thereof in the manner contemplated by this Agreement, (iii) the execution and delivery of and performance under this Agreement or (iv) any subsequent transfer of the Debentures through the facilities of DTC.

23. (a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section a "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

24. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic communication shall be equally effective as delivery of an original executed counterpart hereof (including electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g. DocuSign or a copy of a duly signed document sent via email).

25. Notwithstanding anything herein to the contrary, the Company is authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment.

If the foregoing is in accordance with your understanding, please sign and return to us one counterpart hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination, upon request, but without warranty on your part as to the authority of the signers thereof.

[Signature Pages Follow]

Very truly yours,
Athene Holding Ltd.

By: /s/ Louis-Jacques Tanguy
Name: Louis-Jacques Tanguy
Title: Executive Vice President, Chief Financial Officer

[*Signature page to Underwriting Agreement*]

Accepted as of the date first written above

BofA Securities, Inc.
Deutsche Bank Securities Inc.
J.P. Morgan Securities LLC
Wells Fargo Securities, LLC

BofA Securities, Inc.

By: /s/ Anthony Aceto
Name: Anthony Aceto
Title: Managing Director

Deutsche Bank Securities Inc.

By: /s/ Mary Hardgrove
Name: Mary Hardgrove
Title: Managing Director

By: /s/ Josh Warren
Name: Josh Warren
Title: Managing Director

J.P. Morgan Securities LLC

By: /s/ Stephen L. Sheiner
Name: Stephen L. Sheiner
Title: Executive Director

Wells Fargo Securities, LLC

By: /s/ Carolyn Hurley
Name: Carolyn Hurley
Title: Managing Director

On behalf of each of the Underwriters

SCHEDULE I

Underwriters	Principal Amount of Debentures to be Purchased
BofA Securities, Inc.	$ 120,000,000
Deutsche Bank Securities Inc.	120,000,000
J.P. Morgan Securities LLC	120,000,000
Wells Fargo Securities, LLC	120,000,000
Apollo Global Securities, LLC	30,000,000
Barclays Capital Inc.	15,000,000
Blaylock Van, LLC	15,000,000
BNP Paribas Securities Corp.	15,000,000
Citigroup Global Markets Inc.	15,000,000
R. Seelaus & Co., LLC	15,000,000
SMBC Nikko Securities America, Inc.	15,000,000
TOTAL:	$ 600,000,000

SCHEDULE II

ATHENE HOLDING LTD.

FORM OF PRICING TERM SHEET

Athene Holding Ltd.
Pricing Term Sheet
June 24, 2025

6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055 (the "Debentures")

This pricing term sheet supplements the preliminary prospectus supplement filed by Athene Holding Ltd. on June 24, 2025 (the "Preliminary Prospectus Supplement") relating to its prospectus dated January 2, 2024.

Issuer:	Athene Holding Ltd. ("Issuer")
Securities:	6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055 (the "Debentures")
Ranking:	Junior subordinated unsecured debentures
Principal Amount Offered:	$600,000,000
Trade Date:	June 24, 2025
Settlement Date*:	June 27, 2025 (T+3)
Maturity Date:	June 28, 2055
Coupon:	6.875%
Price to Public:	100.000% of principal amount plus accrued interest, if any, from June 27, 2025.
Net Proceeds to Issuer Before Expenses:	$594,000,000
First Reset Date:	June 28, 2035
Interest:	The initial interest rate for the Debentures from, and including, the issue date to, but excluding, the First Reset Date will be 6.875% per annum. On and after the First Reset Date, the interest rate on the Debentures for each Reset Period will be equal to the Five-Year U.S. Treasury Rate as of the most recent Reset Interest Determination Date plus a spread of 2.582%.
Interest Payment Dates:	June 28 and December 28 of each year, commencing on December 28, 2025 (long first), subject to the Issuer's right to defer the payment of interest as described under "Optional Interest Deferral" below.
Optional Interest Deferral:	The Issuer has the right to defer the payment of interest on the Debentures for one or more optional deferral periods of up to five consecutive years each. During an optional deferral period, interest will continue to accrue at the then- applicable interest rate on the Debentures, and deferred interest payments will accrue additional interest at the then-applicable interest rate on the Debentures, compounded semi-annually as of each interest payment date to the extent permitted by applicable law.

Optional Redemption:	Redeemable in whole at any time or in part from time to time (i) during the three-month period prior to, and including, the First Reset Date or the three- month period prior to, and including, each subsequent Reset Date (each such period, a "Par Call Period"), at a redemption price equal to 100% of the principal amount of the Debentures being redeemed, and (ii) on any date that is not within a Par Call Period, at a redemption price equal to the greater of (x) 100% of the principal amount of the Debentures being redeemed and (y) the sum of the present values of the remaining scheduled payments of principal of and interest on the Debentures being redeemed discounted to the redemption date (assuming the Debentures matured on the next following Reset Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 40 basis points, less interest accrued to the redemption date; plus, in each case, any accrued and unpaid interest thereon (including compounded interest, if any) to, but excluding, the date of redemption; provided that if the Debentures are not redeemed in whole, at least $25 million aggregate principal amount of the Debentures must remain outstanding after giving effect to such redemption.
Tax Event Redemption:	Redeemable in whole, but not in part, at any time within 90 days of the occurrence of a Tax Event (as defined in the Preliminary Prospectus Supplement), at a redemption price equal to 100% of the principal amount plus any accrued and unpaid interest thereon (including compounded interest, if any) to, but excluding, the date of redemption.
Rating Agency Event Redemption:	Redeemable in whole, but not in part, at any time within 90 days of the occurrence of a Rating Agency Event (as defined in the Preliminary Prospectus Supplement), at a redemption price equal to 102% of the principal amount plus any accrued and unpaid interest thereon (including compounded interest, if any) to, but excluding, the date of redemption.
Regulatory Capital Event Redemption:	Redeemable in whole, but not in part, at any time within 90 days of the occurrence of a Regulatory Capital Event (as defined in the Preliminary Prospectus Supplement), at a redemption price equal to 100% of the principal amount plus any accrued and unpaid interest thereon (including compounded interest, if any) to, but excluding, the date of redemption.
Day Count Convention:	30/360
Denominations:	$2,000 and integral multiples of $1,000 in excess thereof
CUSIP / ISIN:	04686JAM3 / US04686JAM36
Joint Book-Running Managers:	BofA Securities, Inc. Deutsche Bank Securities Inc. J.P. Morgan Securities LLC Wells Fargo Securities, LLC
Co-Managers:	Apollo Global Securities, LLC Barclays Capital Inc. Blaylock Van, LLC BNP Paribas Securities Corp. Citigroup Global Markets Inc. R. Seelaus & Co., LLC SMBC Nikko Securities America, Inc.
Other Information:	Apollo Global Securities, LLC is an affiliate of the Issuer and will receive a portion of the gross spread as an underwriter in the sale of the Debentures.

* The Issuer expects that delivery of the Debentures will be made to investors on or about June 27, 2025, which will be the third business day following the date of this pricing term sheet (such settlement being referred to as "T+3"). Under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in one business day, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Debentures on any date prior to the date that is one business day before delivery of the Debentures will be required, by virtue of the fact that the Debentures initially will settle T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Such purchasers should consult their own advisor.

The Issuer has filed a shelf registration statement (including a prospectus) with the Securities and Exchange Commission (the "SEC") for the offering to which this communication relates. Before you invest, you should read the prospectus in that shelf registration statement, the prospectus supplement and other documents the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, a copy of the prospectus supplement can be obtained by contacting BofA Securities, Inc. toll-free at 1-800-294-1322, Deutsche Bank Securities Inc. by calling toll-free at 1-800-503-4611, J.P. Morgan Securities LLC by calling collect at 1-212-834-4533, or Wells Fargo Securities, LLC by calling toll-free at 1-800-645-3751.

Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice may have been automatically generated as a result of this communication being sent by Bloomberg or another email system.

SCHEDULE III

(a) Issuer Free Writing Prospectus not included in the Pricing Disclosure Package

- None.

(b) Issuer Free Writing Prospectus included in the Pricing Disclosure Package

- Issuer Free Writing Prospectus dated June 24, 2025, filed pursuant to Rule 433 under the Securities Act.

SCHEDULE IV

None.

FORM OF OPINION OF
COUNSEL FOR THE COMPANY

Exhibit 3.1

CERTIFICATE OF ELIMINATION
OF
6.375% FIXED-RATE RESET PERPETUAL NON-CUMULATIVE PREFERRED STOCK, SERIES C
OF
ATHENE HOLDING LTD.

(Pursuant to Section 151(g) of the
General Corporation Law of the State of Delaware)

Athene Holding Ltd., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Company"), in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

FIRST: Pursuant to applicable Bermuda law, the Board of Directors of the Company (the "Board"), by resolution duly adopted, authorized the issuance of a series of twenty-four thousand (24,000) 6.375% Fixed-Rate Reset Perpetual Non-Cumulative Preference Shares, Series C, par value $1.00 per share, with a liquidation preference of $25,000 per share (the "Series C Preferred Stock"), and established the designation, preferences and privileges, voting rights, relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof in a Certificate of Designations executed on June 11, 2020.

SECOND: In connection with the Company's redomestication of its jurisdiction of organization from Bermuda to the State of Delaware, effective December 31, 2023, the Company duly adopted a Certificate of Designations of 6.375% Fixed-Rate Reset Perpetual Non-Cumulative Preferred Stock, Series C (the "Series C Certificate of Designations"), relating to the powers, designations, preferences and rights of the Series C Preferred Stock.

THIRD: Pursuant to the provisions of Section 151(g) of the DGCL, the Board adopted the following resolutions:

FURTHER RESOLVED, that, upon redemption of the Series C Preferred Stock and corresponding Series C Depositary Shares, all of the shares of Series C Preferred Stock so redeemed shall be retired.

FURTHER RESOLVED, that, upon redemption and retirement of the Series C Preferred Stock in accordance with the foregoing resolutions, none of the authorized shares of such Series C Preferred Stock will be outstanding and no shares of such series thereafter will be issued.

FURTHER RESOLVED, that any officer of the Company is authorized and directed to execute a certificate of elimination as provided by Section 151(g) of the DGCL in accordance with Section 103 of the DGCL, with such changes therein as the officer executing the same may approve and as are permitted by the DGCL to be made by such officer, such approval to be conclusively evidenced by such officer's execution of such certificate of elimination, and to file the same forthwith

in the Office of the Secretary of State of the State of Delaware, and, when such certificate of elimination becomes effective, the Series C Certificate of Designations shall be eliminated, and the shares of Series C Preferred Stock so redeemed and retired shall resume the status of authorized and unissued shares of preferred stock of the Company, without designation as to series.

FOURTH: Pursuant to the provisions of Section 151(g) of the DGCL, all matters set forth in the Series C Certificate of Designations shall be eliminated from the Company's Certificate of Incorporation, and the shares of Series C Preferred Stock hereby are returned to the status of authorized but unissued shares of the preferred stock of the Company, without designation as to series.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed by Ira Rosenblatt, its Secretary, this 30th day of June, 2025.

ATHENE HOLDING LTD.

By: /s/ Ira Rosenblatt
Name: Ira Rosenblatt
Title: Secretary

Exhibit 4.2

Execution Version

THIRD SUPPLEMENTAL INDENTURE

between

ATHENE HOLDING LTD.,
as Issuer,

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Dated as of June 27, 2025

THIRD SUPPLEMENTAL INDENTURE, dated as of June 27, 2025 (this "**Third Supplemental Indenture**"), between Athene Holding Ltd., a Delaware corporation (the "**Company**"), and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "**Trustee**"), supplementing the Indenture, dated as of March 7, 2024 (the "**Original Indenture**"), between the Company and the Trustee.

RECITALS

WHEREAS, the Company executed and delivered the Original Indenture to the Trustee to provide for the future issuance of the Company's Securities, to be issued from time to time in one or more series as might be determined by the Company under the Original Indenture;

WHEREAS, pursuant to the terms of the Original Indenture and this Third Supplemental Indenture (together, the "**Indenture**"), the Company desires to provide for the establishment of a new series of Securities to be known as the 6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055 (the "**Debentures**"), the form and substance of such Debentures, and the terms, provisions and conditions thereof to be set forth herein as provided in the Indenture;

WHEREAS, the Company has requested that the Trustee, in respect to the Debentures, execute and deliver this Third Supplemental Indenture in such capacity; and

WHEREAS, all requirements necessary to make this Third Supplemental Indenture a valid instrument in accordance with its terms and to make the Debentures, when executed by the Company and authenticated and delivered by the Trustee, the valid obligations of the Company, have been done and performed, and the execution and delivery of this Third Supplemental Indenture has been duly authorized in all respects;

NOW THEREFORE, in consideration of the purchase and acceptance of the Debentures by the holders thereof, and for the purpose of setting forth, as provided in the Indenture, the form and substance of the Debentures, and the terms, provisions and conditions thereof, the parties hereto hereby agree as follows:

ARTICLE I
DEBENTURES

SECTION 1.01. Definitions.

Unless the context otherwise requires or unless otherwise set forth herein:

(a) a term not defined herein that is defined in the Original Indenture, has the same meaning when used in this Third Supplemental Indenture;

(b) the definition of any term in this Third Supplemental Indenture that is also defined in the Original Indenture, shall for the purposes of this Third Supplemental Indenture supersede the definition of such term in the Original Indenture;

(c) a term defined anywhere in this Third Supplemental Indenture has the same meaning throughout this Third Supplemental Indenture;

(d) the definition of a term in this Third Supplemental Indenture is not intended to have any effect on the meaning or definition of an identical term that is defined in the Original Indenture insofar as the use or effect of such term in the Original Indenture, as previously defined, is concerned;

(e) the singular includes the plural and *vice versa*;

(f) headings are for convenience of reference only and do not affect interpretation; and

(g) the following terms have the meanings given to them in this Section 1.01(g):

"**Business Day**" means any day other than a day on which banking institutions in the State of New York or any place of payment are authorized or required by law, executive order or regulation to close.

"**Calculation Agent**" means, with respect to the Debentures, at any time, the person or entity appointed by the Company and serving as the calculation agent with respect to the Debentures at such time. Unless the Company has validly redeemed all Outstanding Debentures on or before the First Reset Date, the Company will appoint a Calculation Agent with respect to the Debentures prior to the Reset Interest Determination Date preceding the First Reset Date. The Company may terminate any such appointment as long as it appoints a successor agent at the time of termination.

"**Capital Regulator**" means any governmental agency, instrumentality or standard-setting organization as may then have group-wide oversight of the Company's regulatory capital.

"**Company**" has the meaning set forth in the Preamble.

"**Debentures**" has the meaning set forth in the Recitals.

"**Event of Default**" has the meaning specified in Section 1.12 of this Third Supplemental Indenture.

"**Existing Debentures**" means the Company's 7.250% Fixed-Rate Reset Junior Subordinated Debentures due 2064 and the Company's 6.625% Fixed-Rate Reset Junior Subordinated Debentures due 2054.

"**First Reset Date**" has the meaning specified in Section 1.03(a) of this Third Supplemental Indenture.

"**Five-Year U.S. Treasury Rate**" means, as of any Reset Interest Determination Date, the average of the yields on actively traded U.S. Treasury securities adjusted to constant maturity, for five-year maturities, for the most recent five Business Days appearing under the caption "Treasury Constant Maturities" in the Most Recent H.15.

If the Five-year U.S. Treasury Rate cannot be determined pursuant to the method described above, the Calculation Agent, after consulting such sources as it deems comparable to any of the foregoing calculations, or any such source as it deems reasonable from which to estimate the Five-year U.S. Treasury Rate, will determine the Five-year U.S. Treasury Rate in its sole discretion, provided that if the Calculation Agent determines there is an industry-accepted successor Five-year U.S. Treasury Rate, then the Calculation Agent will use such successor rate. If the Calculation Agent has determined a substitute or successor base rate in accordance with the foregoing, the Calculation Agent in its sole discretion may determine the Business

Day convention, the definition of Business Day and the Reset Interest Determination Date to be used and any other relevant methodology for calculating such substitute or successor base rate, including any adjustment factor needed to make such substitute or successor base rate comparable to the Five-year U.S. Treasury Rate, in a manner that is consistent with industry-accepted practices for such substitute or successor base rate.

"**H.15**" means the statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) – H.15" (or any successor designation or publication) under the caption "U.S. government securities—Treasury constant maturities —Nominal" (or any successor caption or heading), and "Most Recent H.15" means the H.15 published closest in time but prior to the close of business on the applicable Reset Interest Determination Date.

"**Indenture**" has the meaning set forth in the Recitals.

"**interest**," when used with respect to the Debentures, includes interest accruing on the Debentures, interest on deferred interest payments and other unpaid amounts and compounded interest, as applicable, without duplication.

"**Interest Payment Date**" means June 28 and December 28 of each year, commencing December 28, 2025.

"**Optional Deferral Period**" means the period commencing on an Interest Payment Date with respect to which the Company elects or is deemed to elect to defer interest pursuant to Section 1.04 of this Third Supplemental Indenture and ending on the earlier of (i) the fifth anniversary of that Interest Payment Date and (ii) the next Interest Payment Date on which the Company has paid all accrued and unpaid deferred interest, including compounded interest, on the Debentures.

"**Original Indenture**" has the meaning set forth in the Preamble.

"**Original Issue Date**" means June 27, 2025.

"**Parity Securities**" has the meaning specified in Section 1.05(b) of this Third Supplemental Indenture.

"**Rating Agency**" means any nationally recognized statistical rating organization, as defined in Section 3(a)(62) of the Securities Exchange Act of 1934, as amended, that publishes a rating for the Company.

"**Rating Agency Event**" means an amendment, clarification or change by any Rating Agency of the criteria it uses to assign equity credit to securities such as the Debentures, which amendment, clarification or change results in (i) the shortening of the length of time the Debentures are assigned a particular level of equity credit by that Rating Agency as compared to the length of time they would have been assigned that level of equity credit by that Rating Agency or its predecessor on the Original Issue Date or (ii) the lowering of the equity credit (including up to a lesser amount) assigned to the Debentures by that Rating Agency as compared to the equity credit assigned by that Rating Agency or its predecessor on the Original Issue Date.

"**Redemption Date**" means the date fixed for the redemption of the Debentures by or pursuant to the Indenture.

"**Reference Date**" has the meaning specified in Section 1.10(b)(ii) of this Third Supplemental Indenture.

"**Regular Record Date**" means, with respect to an Interest Payment Date, the close of business on the preceding June 13 or December 13, as the case may be (whether or not a Business Day).

"**Regulatory Capital Event**" means that the Company becomes subject to capital adequacy supervision by a Capital Regulator and the capital adequacy guidelines that apply to the Company as a result of being so subject set forth criteria pursuant to which the full principal amount of the Debentures would not qualify as capital under such capital adequacy guidelines, as the Company may determine at any time, in its sole discretion.

"**Remaining Life**" has the meaning set forth in the definition of "Treasury Rate."

"**Reset Date**" means the First Reset Date and each date falling on the fifth anniversary of the preceding Reset Date.

"**Reset Interest Determination Date**" means, in respect of any Reset Period, the day falling two Business Days prior to the beginning of such Reset Period.

"**Reset Period**" means the period from, and including, the First Reset Date to, but excluding, the next following Reset Date and thereafter each period from, and including, each Reset Date to, but excluding, the next following Reset Date or the Stated Maturity Date, as the case may be.

"**Senior Indebtedness**" means all amounts due on obligations, including principal of, premium, if any, and interest on, and any other payment due, in connection with any of the following, whether incurred prior to, on or after the date of this Third Supplemental Indenture or thereafter incurred or created: (i) all obligations of the Company for money borrowed (other than obligations pursuant to the Original Indenture, including the Debentures and the Existing Debentures), (ii) all obligations of the Company evidenced by notes, debentures, bonds or other similar instruments (other than obligations pursuant to the Original Indenture, including the Debentures and the Existing Debentures), including obligations incurred in connection with the acquisition of property, assets or businesses and including all other debt securities issued by the Company to any trust or a trustee of such trust, or to a partnership or other affiliate that acts as a financing vehicle for the Company, in connection with the issuance of securities by such vehicles, (iii) all obligations of the Company under leases required or permitted to be capitalized under generally accepted accounting principles, (iv) all reimbursement obligations with respect to letters of credit, bankers' acceptances or similar facilities issued for the account of the Company, (v) all obligations of the Company issued or assumed as the deferred purchase price of property or services, including all obligations under master lease transactions pursuant to which the Company or any of its Subsidiaries have agreed to be treated as owner of the subject property for federal income tax purposes (including trade accounts payable or accrued liabilities arising in the ordinary course of business), (vi) all payment obligations of the Company under interest rate swap or similar agreements or foreign currency hedge, exchange or similar agreements at the time of determination, including any such obligations the Company incurred solely to act as a hedge against increases in interest rates that may occur under the terms of other outstanding variable or floating rate indebtedness of the Company, (vii) all obligations of the types referred to in the preceding items of another person and all dividends of another person the payment of which, in either case, the Company has assumed or guaranteed or for which the Company is responsible or liable, directly or indirectly, jointly or

severally, as obligor, guarantor or otherwise, (viii) all compensation, reimbursement and indemnification obligations of the Company to the Trustee pursuant to the Indenture, and (ix) all amendments, modifications, renewals, extensions, refinancings, replacements and refundings of any of the above types of indebtedness. Notwithstanding anything to the contrary in the foregoing, Senior Indebtedness does not include (i) any indebtedness that by its terms expressly provides that it is subordinated, or not senior in right of payment, to the Debentures, (2) any indebtedness that by its terms expressly provides that it will rank equal in right of payment with the Debentures, or (3) obligations of the Company owed to its Subsidiaries.

"**Stated Maturity Date**" means June 28, 2055.

"**Tax Event**" means the receipt by the Company of an opinion of counsel, rendered by a law firm of nationally recognized standing that is experienced in such matters, stating that, as a result of any: (i) amendment to, or change in (including any promulgation, enactment, execution or modification of), the laws (or any regulations under those laws) of the United States or any political subdivision thereof or therein affecting taxation; (ii) official administrative pronouncement (including a private letter ruling, technical advice memorandum or similar pronouncement) or judicial decision or administrative action or other official pronouncement interpreting or applying the laws or regulations enumerated in clause (i), by any court, governmental agency or regulatory authority; or (iii) threatened challenge asserted in writing in connection with an audit of the Company or any of its Subsidiaries, or a threatened challenge asserted in writing against any taxpayer that has raised capital through the issuance of securities that are substantially similar to the Debentures, in each case, which amendment or change is enacted and effective or which pronouncement or decision is announced or which challenge is asserted or becomes publicly known on or after the Original Issue Date, there is more than an insubstantial increase in the risk that interest accruable or payable by the Company on the Debentures is not, or will not be, deductible by the Company, in whole or in part, for U.S. federal income tax purposes.

"**Third Supplemental Indenture**" has the meaning set forth in the Preamble.

"**Treasury Rate**" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based on H.15 for the most recent day that appears after such time on such day. In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Reference Date (the "**Remaining Life**"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Reference Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Reference Date, as applicable. If there is no United States Treasury security maturing on the Reference Date but there are two or more United States Treasury securities with a maturity date equally distant from the Reference Date, one with a maturity date preceding the Reference Date and one with a maturity date following the Reference Date, the Company shall select the United States Treasury security with a maturity date preceding the Reference Date. If there are two or more United States Treasury securities maturing on the Reference Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

"**Trustee**" has the meaning set forth in the Recitals.

SECTION 1.02. Establishment.

(a) There is hereby established a new series of Securities to be issued under the Indenture, to be designated as the Company's 6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055.

(b) There are to be authenticated and delivered the Debentures, initially limited in aggregate principal amount to $600,000,000, and no further Debentures shall be authenticated and delivered except as provided by Sections 2.05, 2.07, 2.11, 3.03 or 9.04 of the Original Indenture; provided, however, that the aggregate principal amount of the Debentures may be increased in the future with no limit, without the consent of the holders of the Debentures, on the same terms and with the same CUSIP and ISIN numbers as the Debentures, except for the issue price, Original Issue Date and, if applicable, the first Interest Payment Date and the initial interest accrual date; provided that no Event of Default with respect to the Debentures shall have occurred and be continuing. The Debentures shall be issued in fully registered form. Notwithstanding the foregoing, if any of such additional Debentures are not fungible for U.S. federal income tax purposes, such additional Debentures shall have a separate CUSIP and ISIN number. Any additional Debentures, together with the Debentures issued under this Third Supplemental Indenture, shall constitute a single series of debt securities under the Indenture and will rank equally and ratably in right of payment with all Outstanding Debentures.

(c) The Debentures shall be issued in the form of one or more Global Securities, registered in the name of the Depositary or its nominee. Each Global Security and the Trustee's certificate of authentication thereof shall be in substantially the form set forth in Exhibit A hereto.

(d) Each Debenture shall be dated the date of authentication thereof and shall bear interest from the Original Issue Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

SECTION 1.03. Payment of Principal and Interest.

(a) The principal amount of the Debentures shall be due at the Stated Maturity Date. The unpaid principal amount of the Debentures shall bear interest (i) from, and including, the Original Issue Date to, but excluding, June 28, 2035 (the "**First Reset Date**") at the fixed rate of 6.875% per annum and (ii) from, and including, the First Reset Date, during each Reset Period, at a rate per annum equal to the Five-Year U.S. Treasury Rate as of the most recent Reset Interest Determination Date plus 2.582%, to be reset on each Reset Date. Interest on the Debentures will be payable semi-annually in arrears on each Interest Payment Date to the record holders of the Debentures at the close of business on the immediately preceding Regular Record Date for such Interest Payment Date. However, interest that the Company pays on the Stated Maturity Date or a Redemption Date will be payable to the person to whom the principal will be payable.

(b) Interest payments will include accrued interest from, and including, the Original Issue Date, or, if interest has already been paid, from the last date in respect of which interest has been paid or duly provided for to, but excluding, the next succeeding Interest Payment Date, Stated Maturity Date or Redemption Date, as the case may be, subject to the Company's right to defer payment of interest on the Debentures in accordance with Section 1.04 of this Third Supplemental Indenture. Interest payments for the Debentures shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

(c) If any date on which interest is payable on the Debentures is not a Business Day, then payment of the interest payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay).

(d) The applicable interest rate for each Reset Period will be determined by the Calculation Agent, as of the applicable Reset Interest Determination Date. Promptly upon such determination, the Calculation Agent will notify the Company of the interest rate for the relevant Reset Period. The Company shall then promptly notify the Trustee and Paying Agent in writing of such interest rate. The Calculation Agent's determination of any interest rate and its calculation of the amount of interest for any Reset Period beginning on or after the First Reset Date will be on file at the Company's principal offices and will be made available to any holder of the Debentures upon request and will be final and binding in the absence of manifest error.

(e) The Trustee shall not be responsible or liable for the actions or omissions of the Calculation Agent, or any failure or delay in the performance of its duties or obligations, nor shall it be under any obligation to oversee or monitor its performance; and the Trustee shall be entitled to rely conclusively upon any determination made, and any instruction, notice, officer certificate, or other instrument or information provided, by the Calculation Agent, without independent verification, investigation or inquiry of any kind.

(f) The Trustee shall be under no duty to succeed to, assume or otherwise perform any of the duties of the Calculation Agent, or to appoint a successor or replacement in the event of its resignation or removal, or to remove and replace the Calculation Agent in the event of a default, breach or failure of performance on the part of the Calculation Agent with respect to its duties and obligations under the terms of the governing documents.

(g) The Trustee is hereby designated as Paying Agent for the Debentures and all payments of the principal of, and premium, if any, and interest due on the Debentures at the Stated Maturity Date or upon redemption shall be made upon surrender of the Debentures at the Corporate Trust Office of the Trustee.

(h) The principal of, and premium, if any, and interest due on the Debentures shall be paid in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. Payments of interest (including payments of interest on any Interest Payment Date) shall be made, subject to such surrender where applicable and subject, in the case of a Global Security, to the Trustee's arrangements with the Depositary, at the option of the Company, (i) by check mailed to the address of the person entitled thereto as such address shall appear in the Security Register, or (ii) by wire transfer at such place and to such account at a banking institution in the United States of America as may be designated in writing to the Trustee at least 15 days prior to the date for payment by the Person entitled thereto.

SECTION 1.04. Deferral of Interest Payments.

(a) The Company shall have the option to defer interest payments on the Debentures as follows:

(i) So long as no Event of Default with respect to the Debentures has occurred and is continuing, the Company may, in the Company's sole discretion, defer interest payments on the Debentures for one or more Optional Deferral Periods of up to five consecutive years each without giving rise to an Event of Default, provided that no Optional Deferral Period shall extend beyond the Stated Maturity Date, the earlier accelerated maturity date of the Debentures or other redemption in full of the Debentures. Whether or not notice pursuant to Section 1.04(b) is given, if the Company shall fail to pay interest on the Debentures on any Interest Payment Date, the Company shall be deemed to elect to defer payment of such interest on such Interest Payment Date, unless the Company shall pay such interest in full within five Business Days after such Interest Payment Date. If the Company shall have paid all deferred interest (including compounded interest) on the Debentures, the Company shall have the right to elect to begin a new Optional Deferral Period pursuant to this Section 1.04.

(ii) During an Optional Deferral Period, interest will continue to accrue at the then-applicable interest rate on the Debentures, and deferred interest payments will accrue interest at the then-applicable interest rate on the Debentures, compounded semi-annually as of each Interest Payment Date to the extent permitted by applicable law. No interest otherwise due during an Optional Deferral Period will be due and payable on the Debentures until the end of such Optional Deferral Period except upon an acceleration or redemption of the Debentures during such Optional Deferral Period.

(iii) At the end of five years following the commencement of an Optional Deferral Period, the Company must pay all accrued and unpaid deferred interest, including compounded interest, and the Company's failure to pay all accrued and unpaid deferred interest (including compounded interest, if any) for a period of 30 days after the conclusion of such five-year period will result in an Event of Default.

(iv) The Company shall pay all deferred interest in accordance with the provisions of Section 2.03 of the Original Indenture applicable to Defaulted Interest.

(b) The Company shall provide to the Trustee and the holders of Debentures written notice of its election to commence or continue any Optional Deferral Period at least one (1) and not more than sixty (60) Business Days prior to the applicable Interest Payment Date (subject to the applicable procedures to DTC). Notice of the Company's election of an Optional Deferral Period shall be given to the Trustee and each holder of Debentures at such holder's address appearing in the Security Register by first-class mail, postage prepaid, or, in the case of Global Securities, by transmission to DTC. Notwithstanding the foregoing, the failure of the Company to provide notice in accordance with this Section 1.04(b) of its election to commence or continue any Optional Deferral Period, including any deemed election as provided in Section 1.04(a)(i), shall not affect the validity of such deferral hereunder and shall not constitute an Event of Default.

SECTION 1.05. Payment Restrictions During an Optional Deferral Period. After the commencement of an Optional Deferral Period, until the Company has paid all accrued and unpaid interest on the Debentures, the Company shall not, and shall not permit any Subsidiary of the Company to:

(a) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock (which includes common and preferred stock) other than:

(i) purchases, redemptions or other acquisitions of the Company's capital stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, agents, directors or consultants or under any dividend reinvestment plan or shareholder purchase plan;

(ii) purchases of the Company's capital stock pursuant to a contractually binding requirement to buy or acquire capital stock entered into prior to the beginning of the related Optional Deferral Period, including under a contractually binding stock repurchase plan;

(iii) as a result of any reclassification of any class or series of the Company's capital stock, or the exchange, redemption or conversion of any class or series of the Company's capital stock for any class or series of the Company's capital stock;

(iv) the purchase of or payment of cash in lieu of fractional interests in the Company's capital stock in accordance with the conversion or exchange provisions of such capital stock or the security being converted or exchanged;

(v) acquisitions of the Company's capital stock in connection with acquisitions of businesses made by the Company (which acquisitions are made by the Company in connection with the satisfaction of indemnification obligations of the sellers of such businesses);

(vi) dividends or distributions payable solely in the Company's capital stock, or options, warrants or rights to subscribe for or acquire capital stock, or repurchases or redemptions of capital stock made solely from the issuance or exchange of such capital stock or stock that ranks equally with or junior to such capital stock; or

(vii) the distribution, declaration, redemption or repurchase of rights in accordance with any stockholders' rights plan or the issuance of rights, stock or other property under any shareholder rights plan, or the redemption or purchase of rights pursuant thereto.

(b) make any payment of principal of or interest or premium, if any, on or repay, repurchase or redeem any of the Company's debt securities or guarantees that rank equal in right of payment with the Debentures ("**Parity Securities**") or indebtedness ranking junior to the Debentures other than (i) any exchange, redemption or conversion of the Company's indebtedness for any class or series of the Company's capital stock, and (ii) any payment of principal on Parity Securities necessary to avoid a breach of the instrument governing such Parity Securities or payment, repurchase or redemption in respect of Parity Securities made ratably and in proportion to the respective amount of (1) accrued and unpaid amounts on such Parity Securities, on the one hand, and (2) accrued and unpaid amounts on the Debentures, on the other hand.

For the avoidance of doubt, no terms of the Debentures will restrict in any manner the ability of any of the Company's Subsidiaries to pay dividends or make any distributions to the Company or to any of the Company's other Subsidiaries.

SECTION 1.06. Denominations. The Debentures shall be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

SECTION 1.07. Global Securities.

(a) Except under the limited circumstances described below, the Debentures represented by Global Securities shall not be exchangeable for, and shall not otherwise be issuable as, Debentures in definitive form. The Global Securities described above may not be transferred except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or to a successor Depositary or its nominee.

(b) Except as otherwise provided in this Third Supplemental Indenture, owners of beneficial interests in such Global Securities shall not be considered the holders thereof for any purpose under the Indenture, and no Global Security representing a Debenture shall be exchangeable, except for another Global Security of like denomination and to be registered in the name of the Depositary or its nominee or to a successor Depositary or its nominee. The rights of holders of such Global Securities shall be exercised only through the Depositary.

(c) A Global Security shall be exchangeable in whole or, from time to time, in part for Debentures in definitive registered form only as provided in the Indenture. If (i) at any time the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for the Debentures or if at any time the Depositary shall no longer be registered or in good standing as a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, at such time as the Depositary is required to be so registered, and the Depositary so notifies the Company and, in each case, the Company does not appoint a successor Depositary within 90 days after the Company receives such notice or becomes aware of such condition, as the case may be, (ii) any Event of Default or default has occurred and is continuing under the Indenture or (iii) subject to the procedures of the Depositary, the Company in its sole discretion determines that the Debentures shall be exchangeable for Debentures in definitive registered form and executes and, in each case, delivers to the Security Registrar a written order of the Company providing that the Debentures shall be so exchangeable, the Debentures shall be exchangeable for Debentures in definitive registered form; provided that the definitive Debentures so issued in exchange for the Debentures shall be in minimum denominations of $2,000, or any integral multiple of $1,000 in excess thereof, and shall be of like aggregate principal amount and tenor as the portion of the Debentures to be exchanged. Except as provided herein, owners of beneficial interests in the Debentures shall not be entitled to have Debentures registered in their names, shall not receive or be entitled to physical delivery of Debentures in definitive registered form and shall not be considered the holders thereof for any purpose under the Indenture. Neither the Company, the Trustee, any Paying Agent nor the Security Registrar shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the Debentures, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Any Global Security that is exchangeable pursuant to this Section 1.07(c) shall be exchangeable for Debentures registered in such names as the Depositary shall direct.

SECTION 1.08. Transfer. The Trustee is hereby designated as Security Registrar for the Debentures. No service charge shall be made for any registration of transfer or exchange of Debentures, but payment may be required of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

SECTION 1.09. Defeasance. The provisions of Sections 13.02 and 13.03 of the Original Indenture shall apply to the Debentures.

SECTION 1.10. Redemption at the Option of the Company.

(a) The provisions of Sections 3.01, 3.02 (subject to Sections 1.10(d) and (e) hereof) and 3.03 of the Original Indenture shall apply to the Debentures.

(b) The Company may redeem the Debentures at its option in whole at any time or in part from time to time:

(i) during the three-month period prior to, and including, the First Reset Date or the three-month period prior to, and including, each subsequent Reset Date (each such period, a "**Par Call Period**"), at a Redemption Price equal to 100% of the principal amount of the Debentures being redeemed; and

(ii) on any date that is not within a Par Call Period, at a Redemption Price equal to the greater of (A) 100% of the principal amount of the Debentures being redeemed and (B) the sum of the present values of the remaining scheduled payments of principal of and interest on the

Debentures being redeemed discounted to the Redemption Date (assuming the Debentures matured on the next following Reset Date (the "**Reference Date**")) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 40 basis points, less interest accrued to the Redemption Date;

plus, in each case, any accrued and unpaid interest thereon (including compounded interest, if any) to, but excluding, the Redemption Date; provided that no partial redemption pursuant to this Section 1.10(b) shall be effected unless $25 million aggregate principal amount of the Debentures, excluding any Debentures held by the Company or any of the Company's affiliates, shall remain Outstanding after giving effect to such redemption and all accrued and unpaid interest, including deferred interest (and compounded interest, if any), must be paid in full on all Outstanding Debentures for all Interest Payment Dates occurring on or before the Redemption Date.

(c) The Company may redeem the Debentures in whole, but not in part, at any time:

(i) within ninety (90) days of the occurrence of a Tax Event, at a Redemption Price equal to 100% of the principal amount of the Debentures being redeemed plus any accrued and unpaid interest thereon (including compounded interest, if any) to, but excluding, the Redemption Date;

(ii) within ninety (90) days following the occurrence of the date on which the Company has reasonably determined that, as a result of (1) any amendment to, or change in, the laws or regulations of the jurisdiction of the Company's Capital Regulator that is enacted or becomes effective on or after the Original Issue Date, (2) any proposed amendment to, or change in, those laws or regulations that is announced or becomes effective on or after the Original Issue Date, or (3) any official administrative decision or judicial decision or administrative action or other official pronouncement interpreting or applying those laws or regulations that is announced on or after the Original Issue Date, a Regulatory Capital Event has occurred, at a Redemption Price equal to 100% of the principal amount of the Debentures being redeemed plus any accrued and unpaid interest thereon (including compounded interest, if any) to, but excluding, the Redemption Date; or

(iii) within ninety (90) days after the occurrence of a Rating Agency Event, at a redemption price equal to 102% of the principal amount of the Debentures being redeemed plus any accrued and unpaid interest thereon (including compounded interest, if any) to, but excluding, the Redemption Date.

(d) In the case of partial redemption of the Debentures, the particular Debentures to be redeemed will be selected not more than sixty (60) days prior to the Redemption Date by the Trustee, from the Outstanding Debentures not previously called for redemption, pro rata or by lots or by such other method as the Trustee in its sole discretion deems fair and appropriate and which may provide for the selection for redemption of a portion of the principal amount of any Debentures; provided that, so long as the Debentures are in the form of Global Securities, such

selection shall be made by DTC in accordance with its applicable procedures; provided further that the portions of the principal amount of any Debenture selected for redemption shall be in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The Trustee shall promptly notify the Company in writing of the Debentures selected for redemption and, in the case of any Debentures selected for partial redemption, the principal amount thereof to be redeemed.

(e) The Company shall mail or cause to be mailed or electronically delivered (or transmitted in accordance with the Depositary's standard procedures) at least 15 days, but not more than 60 days, before the Redemption Date, to each holder of Debentures to be redeemed with a copy to the Trustee.

(f) If the Company gives notice of redemption in respect of any Debentures, then, prior to the Redemption Date, the Company will:

(i) irrevocably deposit with the Trustee or a Paying Agent for the Debentures funds sufficient to pay the applicable Redemption Price of, and (except if the Redemption Date is an Interest Payment Date) accrued interest on, the Debentures to be redeemed; and

(ii) give the Trustee or such Paying Agent, as applicable, irrevocable instructions and authority to pay the Redemption Price to the holders of the Debentures upon surrender of the Global Security (subject to the applicable procedures of DTC) or such other certificates as the Company may have issued evidencing the Debentures.

(g) Once notice of redemption has been given and funds deposited as required, then, upon the date of the deposit, all rights of the holders of the Debentures so called for redemption will cease, except the right of the holders of the Debentures to receive the Redemption Price and any interest payable in respect of the Debentures on or prior to the Redemption Date and the Debentures will cease to be Outstanding. In the event that payment of the Redemption Price in respect of the Debentures called for redemption is improperly withheld or refused and not paid by the Company, interest on the Debentures will continue to accrue at the then-applicable interest rate from the Redemption Date originally established by the Company for the Debentures to the date of the Redemption Price is actually paid, in which case the actual payment date will be the date fixed for redemption for purposes of calculating the Redemption Price.

(h) The Company shall give the Trustee prompt notice of the determination of any Redemption Price provided for in Sections 1.10(b) and (c) and the Trustee shall have no responsibility for determining such Redemption Price.

(i) Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date interest will cease to accrue on the Debentures or portions thereof called for redemption.

SECTION 1.11. No Sinking Fund. None of the Debentures shall be entitled to any sinking fund and the provisions of Sections 3.04, 3.05 and 3.06 of the Original Indenture shall not apply to the Debentures.

SECTION 1.12. Events of Default. Solely for purposes of the Debentures, Section 6.01(a) of the Original Indenture shall be deleted and replaced by the following:

"SECTION 6.01 Events of Default.

(a) Whenever used herein with respect to Securities of a particular series, "**Event of Default**" means any one or more of the following events that has occurred and is continuing:

(1) default in the payment of interest in full or in part, including compounded interest, on any Debenture for a period of 30 days after such interest was due (taking into account the Company's ability to defer interest payments on the Debentures for one or more Optional Deferral Periods of up to five consecutive years each) or on the Stated Maturity Date;

(2) failure to pay principal of, or premium, if any, on any Debenture on the Maturity Date or upon redemption;

(3) the entry by a court of competent jurisdiction of:

(i) a decree or order for relief in respect of the Company in an involuntary proceeding under any applicable Bankruptcy Law and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days;

(ii) a decree or order adjudging the Company to be insolvent, or approving a petition seeking reorganization, arrangement, adjustment or composition of the Company and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or

(iii) a final and non-appealable order appointing a Custodian of the Company or of any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company; or

(4) the Company pursuant to or within the meaning of any Bankruptcy Law: (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against it in an involuntary case or proceeding; (iii) files a petition or answer or consent seeking reorganization or relief or consents to such filing or to the appointment of or taking possession by a Custodian of it or for all or substantially all of its property, and such Custodian is not discharged within 60 days; (iv) makes a general assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts generally as they become due."

SECTION 1.13. Supplemental Indentures with Consent of Securityholders. Solely for purposes of the Debentures, Section 9.02 of the Original Indenture shall be deleted and replaced by the following:

"SECTION 9.02 Supplemental Indentures with Consent of Securityholders.

With the consent (evidenced as provided in Section 8.01) of the holders of not less than a majority in aggregate principal amount of the Securities of each series affected by such supplemental indenture or indentures at the time Outstanding, the Company, when authorized by Board Resolutions, and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act as then in effect) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this

Indenture or of any supplemental indenture or of modifying in any manner not covered by Section 9.01 the rights of the holders of the Securities of such series under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the holders of each Security then Outstanding and affected thereby, (i) change the stated maturity of any Securities of any series, or reduce the principal amount thereof, or reduce the rate or change the time of payment of interest (including interest accrued on any deferred interest) thereon, or reduce any premium payable upon the redemption thereof; (ii) change the currency in which any Security or any premium or interest is payable; (iii) impair the right of any holder to enforce any payment on or with respect to any Security; (iv) adversely change the right of holders exercisable upon the repurchase of the Securities, if the Securities initially provide for such rights; (v) reduce the percentage in principal amount of outstanding Securities of any series, the consent of whose holders is required for modification or amendment of this Indenture or for waiver of compliance with certain provisions of this Indenture or for waiver of certain defaults; (vi) reduce the requirement contained in this Indenture for quorum or voting, (vii) make any change in the terms of the subordination of the Securities in a manner adverse in any material respect to the holders of any series of Outstanding Securities or (viii) modify any of the above provisions.

It shall not be necessary for the consent of the Securityholders of any series affected thereby under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof."

SECTION 1.14. Default on Senior Indebtedness. Solely for purposes of the Debentures, the first paragraph of Section 14.02 of the Original Indenture shall be deleted and replaced by the following:

"In the event and during the continuation of any default by the Company in the payment of principal, premium, interest or any other amount due on any Senior Indebtedness with respect to the Securities of any series, or in the event that an event of default occurs with respect to any Senior Indebtedness permitting the holders thereof to accelerate the maturity of such Senior Indebtedness and written notice of such event of default, requesting that payments on the Securities of such series cease (until such default in payment or event of default has been cured, is waived or ceases to exist), then, in either case, no payment shall be made by the Company with respect to the principal (including redemption and sinking fund payments) of, or any premium or interest on, the Securities of such series."

SECTION 1.15. Liquidation; Dissolution; Bankruptcy. Solely for purposes of the Debentures, the first paragraph of Section 14.03 of the Original Indenture shall be deleted and replaced by the following:

"In the event of any (a) dissolution, winding-up, liquidation or reorganization of the Company, whether voluntary or involuntary or in bankruptcy, insolvency or receivership or any proceeding for any of the foregoing, (b) general assignment for the benefit of creditors, or (c) marshaling of any assets or liabilities for the benefit of creditors, all amounts due upon all Senior Indebtedness with respect to the Securities of any series, which includes, without limitation, interest accruing after the commencement of any proceeding, assignment or marshaling of assets described above, shall first be paid in full, or payment thereof provided for in money in accordance with its terms, before any payment is made by the Company on account of the principal of, or premium or interest on, the Securities of such series; and upon any such dissolution, winding-up, liquidation or reorganization, or in any such bankruptcy, insolvency, receivership or other proceeding, any payment by the Company, or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to which the holders or the Trustee would be entitled to receive from the Company, except for the provisions of this Article Fourteen,

shall be paid by the Company or by any receiver, trustee in bankruptcy, liquidating trustee, agent or other Person making such payment or distribution, or by the holders or by the Trustee under this Indenture if received by them or it, directly to the holders of such Senior Indebtedness (pro rata to such holders on the basis of the respective amounts of such Senior Indebtedness held by such holders, as calculated by the Company) or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing such Senior Indebtedness may have been issued, as their respective interests may appear, to the extent necessary to pay such Senior Indebtedness in full, in money or money's worth, after giving effect to any concurrent payment or distribution to or for the holders of such Senior Indebtedness, before any payment or distribution is made to the holders of the Securities of such series or to the Trustee."

SECTION 1.16. Compounded Interest. Solely for purposes of the Debentures, for each of Article IV, Article VI, Article XI and Article XV of the Original Indenture, each instance of the word "interest," as applicable to interest on the Debentures, shall be read to include interest accruing on the Debentures, interest on deferred interest payments and other unpaid amounts and compounded interest, as applicable, without duplication.

ARTICLE II
MISCELLANEOUS PROVISIONS

This Third Supplemental Indenture shall become effective upon its execution and delivery.

SECTION 2.01. Debentures Unaffected by Other Supplemental Indentures. To the extent the terms of the Original Indenture are amended by any other supplemental indentures, no such amendment shall relate or apply to the Debentures, except to the extent such supplemental indenture is permitted by the Indenture and by its terms applies to the Debentures. To the extent the terms of the Original Indenture are amended as provided herein, no such amendment shall in any way affect the terms of any such other supplemental indenture or any other series of Securities. This Third Supplemental Indenture shall relate and apply solely to the Debentures.

SECTION 2.02. Trustee Not Responsible for Recitals. The recitals herein contained are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Third Supplemental Indenture or the Debentures.

SECTION 2.03. Tax Treatment. The Company agrees, and, by acceptance of a Debenture or a beneficial interest in a Debenture each holder of a Debenture and any person acquiring a beneficial interest in a Debenture will be deemed to have agreed, in each case, that such person intends that the Debentures constitute indebtedness and will treat the Debentures as indebtedness for U.S. federal income tax purposes.

SECTION 2.04. Ratification and Incorporation of Original Indenture. As supplemented hereby, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2.05. Governing Law. This Third Supplemental Indenture and the Debentures shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State.

SECTION 2.06. Severability. In case any one or more of the provisions contained in this Third Supplemental Indenture or in the Debentures shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Third Supplemental Indenture or of the Debentures, but this Third Supplemental Indenture and the Debentures shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

SECTION 2.07. Executed in Counterparts. This Third Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Third Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Third Supplemental Indenture as to the parties hereto and may be used in lieu of the original Third Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, PDF or other electronic transmission bearing a manual, facsimile or other electronic signature shall be deemed to be their original signatures for all purposes.

Unless otherwise provided herein or in any other Securities, the words “execute”, “execution”, “signed”, and “signature” and words of similar import used in or related to any document to be signed in connection with this Indenture, any Securities or any of the transactions contemplated hereby (including amendments, waivers, consents and other modifications) shall be deemed to include electronic signatures and the keeping of records in electronic form, including DocuSign or such other digital signature provider as specified in writing to Trustee by an authorized representative, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as applicable, to the fullest extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, and any other similar state laws based on the Uniform Electronic Transactions Act, provided that, notwithstanding anything herein to the contrary, the Trustee is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by such Trustee pursuant to procedures approved by such Trustee. The Company agrees to assume all risks arising out of the use of using digital signatures and electronic methods to submit communications to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 2.08. Trust Indenture Act Controls. If any provision of this Third Supplemental Indenture limits, qualifies or conflicts with another provision hereof which is required to be included in this Third Supplemental Indenture by any of the provisions of the Trust Indenture Act, such required provision shall control.

SECTION 2.09. Merger or Consolidation of Trustee. Any organization or entity into which the Trustee may be merged or converted or with which it may be consolidated, or any organization or entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any organization or entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such organization or entity shall be otherwise qualified and eligible under this Article 2, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

ATHENE HOLDING LTD.,
As Issuer

By: /s/ Louis-Jacques Tanguy
Name: Louis-Jacques Tanguy
Title: Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
As Trustee

By: /s/ Bradley E. Scarbrough
Name: Bradley E. Scarbrough
Title: Vice President

[Signature Page to Third Supplemental Indenture]

EXHIBIT A

FORM OF 6.875% FIXED-RATE RESET JUNIOR SUBORDINATED DEBENTURES DUE 2055

THIS DEBENTURE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE BASE INDENTURE HEREINAFTER REFERRED TO. UNLESS THIS DEBENTURE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC"), A NEW YORK CORPORATION, TO ATHENE HOLDING LTD. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY DEBENTURE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

EXCEPT AS OTHERWISE PROVIDED IN SECTION 1.07 OF THE THIRD SUPPLEMENTAL INDENTURE, THIS DEBENTURE MAY BE TRANSFERRED IN WHOLE, BUT NOT IN PART, ONLY TO DTC, TO ANOTHER NOMINEE OF DTC OR TO A SUCCESSOR DEPOSITARY OR TO A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

No. [•]

CUSIP No.: 04686JAM3
ISIN No.: US04686JAM36

ATHENE HOLDING LTD.

Global Certificate initially representing
$[•] aggregate principal amount of
6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055

Regular Record Date:	With respect to each Interest Payment Date, the close of business on the preceding June 13 or December 13, as the case may be (whether or not a Business Day).
Original Issue Date:	June 27, 2025
Stated Maturity Date:	June 28, 2055
First Reset Date:	June 28, 2035
Interest Payment Dates:	June 28 and December 28 of each year, commencing December 28, 2025
Interest Rate:	The initial interest rate for the Debentures from and including the Original Issue Date to, but excluding, First Reset Date will be 6.875% per annum. On and after the First Reset Date, the interest rate on the Debentures for each Reset Period will be equal to the Five-Year U.S. Treasury Rate as of the most recent Reset Interest Determination Date plus a spread of 2.582%.
Authorized Denomination:	$2,000 and integral multiples of $1,000 in excess thereof

This Global Certificate is in respect of a duly authorized issue of 6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055 (the "**Debentures**") of Athene Holding Ltd., a Delaware corporation (the "**Company**," which term includes any successor corporation under the Indenture referred to on the reverse hereof). The Company, for value received, hereby promises to pay to Cede & Co., or registered assigns, the amount of principal of the Debentures represented by this Global Certificate on the Stated Maturity Date (unless redeemed prior to such date) shown above, and to pay interest thereon from the Original Issue Date shown above, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on each Interest Payment Date as specified above, commencing December 28, 2025, and on the Stated Maturity Date or, if applicable at the earlier accelerated Stated Maturity Date or Redemption Date of the Debentures, at the Interest Rate per year shown above until the principal hereof is paid or made available for payment and on any overdue principal at such rate to the extent permitted by law. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date (other than an Interest Payment Date that is the Stated Maturity Date or any Redemption Date) shall, as provided in the Indenture,

be paid to the person in whose name this Debenture is registered at the close of business on the Regular Record Date as specified above next preceding such Interest Payment Date; provided that any interest payable at the Stated Maturity Date or on any Redemption Date shall be paid to the person to whom the principal is payable.

As provided in the Indenture, so long as no Event of Default has occurred and is continuing, the Company shall have the right on one or more occasions, in the Company's sole discretion, to defer the payment of interest for one or more Optional Deferral Periods of up to five consecutive years each without giving rise to an Event of Default, provided that no Optional Deferral Period shall extend beyond the Stated Maturity Date, the earlier accelerated maturity date hereof or other redemption in full hereof. Whether or not notice pursuant to the Indenture is given, if the Company shall fail to pay interest hereon on any Interest Payment Date, the Company shall be deemed to elect to defer payment of such interest on such Interest Payment Date, unless the Company shall pay such interest in full within five Business Days after such Interest Payment Date. If the Company shall have paid all deferred interest (including compounded interest) hereon, the Company shall have the right to elect to begin a new Optional Deferral Period as provided in the Indenture.

Payments of interest on this Debenture shall include interest accrued to but excluding the respective Interest Payment Date, Stated Maturity Date or Redemption Date, as the case may be, subject to the Company's right to defer payment of interest on the Debentures in accordance with the Indenture. Interest payments for this Debenture shall be computed and paid on the basis of a 360-day year consisting of twelve 30-day months. In the event that any date on which interest is payable on this Debenture is not a Business Day, then payment of the interest payable on such date shall be made on the next succeeding Business Day (and without any interest or other payment in respect of any such delay), with the same force and effect as if made on the date the payment was originally payable. Interest not paid on any Interest Payment Date will accrue and compound semi-annually at a rate per year equal to the rate of interest on the Debentures until paid.

Payment of the principal of, and premium, if any, and interest (including compounded interest) due on this Debenture at the Stated Maturity Date or upon redemption shall be made upon surrender of this Debenture at the Corporate Trust Office of the Trustee. The principal of, and premium, if any, and interest (including compounded interest) due on this Debenture shall be paid in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. Payment of interest (including payments of interest on any Interest Payment Date) shall be made, subject to such surrender where applicable and subject to the Trustee's arrangements with the Depositary, at the option of the Company, (i) by check mailed to the address of the person entitled thereto as such address shall appear in the Security Register, or (ii) by wire transfer at such place and to such account at a banking institution in the United States of America as may be designated in writing to the Trustee at least 15 days prior to the date for payment by the person entitled thereto.

The indebtedness evidenced by this Debenture is, to the extent and in the manner provided in the Indenture, subordinate and subject in right of payment to the prior payment in full of all Senior Indebtedness, and this Debenture is issued subject to such subordination provisions in the Indenture. Each holder of this Debenture, by accepting the same, agrees to and shall be bound by such provisions.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS DEBENTURE SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this Debenture shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

ATHENE HOLDING LTD.

By: _____
Name: Louis-Jacques Tanguy
Title: Chief Financial Officer

Attest:

_____
Name: Ira Rosenblatt
Title: Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Debentures referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
as Trustee

By: _____
Authorized Signatory
Dated:

REVERSE OF DEBENTURE

1. This Debenture is one of a duly authorized issue of junior subordinated debt securities of the Company (the "**Securities**") issued and issuable in one or more series under an Indenture dated as of March 7, 2024 (the "**Original Indenture**"), as supplemented by the Third Supplemental Indenture, dated as of June 27, 2025 (the "**Third Supplemental Indenture**," and together with the Original Indenture, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the holders of the Debentures issued thereunder and of the terms upon which said Debentures are, and are to be, authenticated and delivered. This Debenture is one of the series designated on the face hereof as the 6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055, initially limited in aggregate principal amount of $600,000,000, and no further Debentures shall be authenticated and delivered except as provided by Sections 2.05, 2.07, 2.11, 3.03 or 9.04 of the Original Indenture; provided, however, that the aggregate principal amount of the Debentures may be increased in the future with no limit, without the consent of the holders of the Debentures, on the same terms and with the same CUSIP and ISIN numbers as the Debentures, except for the issue price, Original Issue Date and, if applicable, the first Interest Payment Date and the initial interest accrual date; provided that no Event of Default with respect to the Debentures shall have occurred and be continuing. The Debentures shall be issued in fully registered form. Any additional Debentures having such similar terms shall constitute a single series of debt securities with the Debentures under the Indenture; provided that if any of such additional Debentures are not fungible for U.S. federal income tax purposes, such additional Debentures shall have a separate CUSIP and ISIN number. Capitalized terms used herein for which no definition is provided herein shall have the meanings set forth in the Indenture.

2. This Debenture is exchangeable in whole or, from time to time, in part for Debentures in definitive registered form only as provided herein and in the Indenture. If (a) at any time the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for this Debenture or if at any time the Depositary shall no longer be registered or in good standing as a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, at such time as the Depositary is required to be so registered, and the Depositary so notifies the Company and, in each case, the Company does not appoint a successor Depositary within 90 days after the Company receives such notice or becomes aware of such condition, as the case may be, (b) any Event of Default or default has occurred and is continuing under the Indenture or (c) subject to the procedures of the Depositary, the Company in its sole discretion determines that this Debenture shall be exchangeable for Debentures in definitive registered form and executes and, in each case, delivers to the Security Registrar a written order of the Company providing that this Debenture shall be so exchangeable, this Debenture shall be exchangeable for Debentures in definitive registered form; provided that the definitive Debentures so issued in exchange for this Debenture shall be in minimum denominations of $2,000, or any integral multiple of $1,000 in excess thereof, and shall be of like aggregate principal amount and tenor as the portion of this Debenture to be exchanged. Except as provided herein or in the Third Supplemental Indenture, owners of beneficial interests in this Debenture shall not be entitled to have Debentures registered in their names, shall not receive or be entitled to physical delivery of Debentures in definitive registered form and shall not be considered the holders thereof for any purpose under the

Indenture. Neither the Company, the Trustee, any Paying Agent nor the Security Registrar shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in this Debenture, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Any Global Security that is exchangeable pursuant to Section 1.07(c) of the Third Supplemental Indenture shall be exchangeable for Debentures registered in such names as the Depositary shall direct.

3. If an Event of Default with respect to the Debentures shall occur and be continuing, the principal of the Debentures may be declared due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

4. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the holders of the Debentures under the Indenture at any time by the Company and the Trustee with the consent of the holders of not less than a majority in aggregate principal amount of the Debentures at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the holders of specified percentages in principal amount of the Debentures at the time Outstanding, on behalf of the holders of all Debentures, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the holder of this Debenture shall be conclusive and binding upon such holder and upon all future holders of this Debenture and of any Debenture issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Debenture.

5. The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company pursuant to this Debenture and (b) restrictive covenants and the related Events of Default, upon compliance by the Company with certain conditions set forth therein, which provisions apply to this Debenture.

6. This Debenture may be redeemed by the Company pursuant to the provisions of Section 1.10 of the Third Supplemental Indenture.

7. No reference herein to the Indenture and no provision of this Debenture or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, and premium, if any, and interest due on this Debenture at the time, place and rate, and in the coin or currency, herein prescribed.

8. (a) As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Debenture is registrable in the Security Register, upon surrender of this Debenture for registration of transfer at the office or agency of the Company for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company or the Security Registrar and duly executed by, the holder hereof or his attorney duly authorized in writing, and thereupon one or more new Debentures, of authorized denominations and of like tenor and for the same aggregate principal amount, shall be issued to the designated transferee or transferees. No service charge shall be made for any such exchange or registration of transfer, but the Company shall require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

(b) Prior to due presentment of this Debenture for registration of transfer, the Company, the Trustee, any Paying Agent and the Security Registrar of the Company or the Trustee shall deem and treat the person in whose name this Debenture is registered as the absolute owner hereof for all purposes (subject to Section 1.03(a) of the Third Supplemental Indenture), whether or not this Debenture be overdue and notwithstanding any notice of ownership or writing thereon made by anyone other than the Security Registrar, and neither the Company nor the Trustee nor any Paying Agent nor the Security Registrar shall be affected by notice to the contrary. Except as provided in Section 1.03(a) of the Third Supplemental Indenture, all payments of the principal of and premium, if any, and interest due on this Debenture made to the registered holder hereof shall, to the extent of the amount or amounts so paid, effectually satisfy and discharge liability for moneys payable on this Debenture.

(c) This Debenture is issuable only in registered form without coupons in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, this Debenture is exchangeable for a like aggregate principal amount of Debentures of a different authorized denomination, as requested by the holder surrendering the same upon surrender of the Debenture or Debentures to be exchanged at the office or agency of the Company.

9. No recourse shall be had for payment of the principal of, or premium, if any, or interest on this Debenture, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture, against any incorporator, stockholder, officer or director, past, present or future, as such, of the Company or of any predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issuance hereof, expressly waived and released.

10. The Company agrees, and by acceptance of a Debenture or a beneficial interest in a Debenture each holder of a Debenture and any person acquiring a beneficial interest in a Debenture will be deemed to have agreed, in each case, that such person intends that the Debentures constitute indebtedness and will treat the Debentures as indebtedness for U.S. federal income tax purposes.

11. This Debenture shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common
UNIF GIFT MIN ACT – Custodian Uniform Gift to Minors Act

_____
(State)
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not on the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s) and transfer(s) unto

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE OF ASSIGNEE

_____
_____
_____

(please insert Social Security or other identifying number of assignee)

the within Debenture and all rights thereunder, hereby irrevocably constituting and appointing

_____
_____
_____

agent to transfer said Debenture on the books of the Company, with full power of substitution in the premises.

Dated:_____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular without alteration or enlargement, or any change whatsoever.

Exhibit 5.1

SIDLEY

SIDLEY AUSTIN LLP
787 SEVENTH AVENUE
NEW YORK, NY 10019
+1 212 839 5300
+1 212 839 5599 FAX

AMERICA · ASIA PACIFIC · EUROPE

June 27, 2025

Athene Holding Ltd.
7700 Mills Civic Pkwy
West Des Moines, Iowa 50266

Re: $600,000,000 6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-3, File No. 333-276340 (the "Registration Statement"), filed by Athene Holding Ltd., a Delaware corporation (the "Company"), with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), which Registration Statement became effective upon filing pursuant to Rule 462(e) under the Securities Act. Pursuant to the Registration Statement, the Company is issuing $600,000,000 aggregate principal amount of the Company's 6.875% Fixed-Rate Reset Junior Subordinated Debentures due 2055 (the "Notes"). The Notes are being issued under an Indenture dated as of March 7, 2024 (the "Base Indenture"), as amended and supplemented by a Third Supplemental Indenture dated as of June 27, 2025 (the "Supplemental Indenture," and the Base Indenture, as amended and supplemented by the Supplemental Indenture is hereinafter called the "Indenture"), each between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Notes are to be sold by the Company pursuant to an underwriting agreement dated June 24, 2025 (the "Underwriting Agreement") among the Company and BofA Securities, Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein.

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

We have examined the Registration Statement, the Indenture, the Underwriting Agreement, the Notes in global form and the resolutions adopted by the Board of Directors of the Company and a duly authorized committee thereof relating to the Registration Statement, the Indenture, the Underwriting Agreement and the issuance of the Notes by the Company. We have also examined originals, or copies of originals certified to our satisfaction, of such agreements, documents, certificates and statements of the Company and other corporate documents and instruments, and have examined such questions of law, as we have considered relevant and necessary as a basis for this opinion letter. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all persons and the conformity with the original documents of any copies thereof submitted to us for examination. As to facts relevant to the opinions expressed herein, we have relied without independent investigation or verification upon, and assumed the accuracy and completeness of, certificates, letters and oral and written statements and representations of public officials and officers and other representatives of the Company.

Based on and subject to the foregoing and the other limitations, qualifications and assumptions set forth herein, we are of the opinion that, the Notes will constitute valid and binding obligations of the Company when the Notes are duly executed by duly authorized officers of the Company and duly authenticated by the Trustee, all in accordance with the provisions of the Indenture, and delivered to the purchasers thereof against payment of the agreed consideration therefor in accordance with the Underwriting Agreement.

Our opinion is subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and other similar laws relating to or affecting creditors' rights generally, including, to the extent applicable, the rights or remedies of creditors of a "financial company" (as defined in Section 201 of the Dodd-Frank Wall Street Reform and Consumer Protection Act), or the affiliates thereof, and to general equitable principles (regardless of whether considered in a proceeding in equity or at law), including concepts of commercial reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief.

This opinion letter is limited to the General Corporation Law of the State of Delaware and the laws of the State of New York (excluding the securities laws of the State of New York). We express no opinion as to the laws, rules or regulations of any other jurisdiction, including, without limitation, the federal laws of the United States of America or any state securities or blue sky laws.

We hereby consent to the filing of this opinion letter as an Exhibit to the Registration Statement and to all references to our Firm included in or made a part of the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Sidley Austin LLP