UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

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x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2017

OR

¨ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

001-37963

(Commission file number)

ATHENE HOLDING LTD.

(Exact name of registrant as specified in its charter)

Bermuda	**98-0630022**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

96 Pitts Bay Road

Pembroke, HM08, Bermuda

(441) 279-8400

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes x No ¨

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ¨	Accelerated filer ¨
Non-accelerated filer x (Do not check if a smaller reporting company)	Smaller reporting company ¨
	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. ¨

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No x

The number of shares of each class of our common stock outstanding is set forth in the table below, as of April 17, 2017:

Class A common shares	101,618,993	Class M-2 common shares	974,563
Class B common shares	87,740,079	Class M-3 common shares	1,346,650
Class M-1 common shares	3,431,547	Class M-4 common shares	5,326,164

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PART I—FINANCIAL INFORMATION

PART II—OTHER INFORMATION

As used in this Form 10-Q, unless the context otherwise indicates, any reference to "Athene," "our Company," "the Company," "us," "we" and "our" refer to Athene Holding Ltd. together with its consolidated subsidiaries and any reference to "AHL" refers to Athene Holding Ltd. only.

Forward-Looking Statements

Certain statements in this Quarterly Report on Form 10-Q (report), other than purely historical information, including estimates, projections, statements relating to our business plans, objectives and expected operating results and the assumptions upon which those statements are based are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended.

You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “seek,” “assume,” “believe,” “may,” “will,” “should,” “could,” “would,” “likely” and other words and terms of similar meaning, including the negative of these or similar words and terms, in connection with any discussion of the timing or nature of future operating or financial performance or other events. However, not all forward-looking statements contain these identifying words. Forward-looking statements appear in a number of places throughout and give our current expectations and projections relating to our financial condition, results of operations, plans, strategies, objectives, future performance, business and other matters.

We caution you that forward-looking statements are not guarantees of future performance and that our actual consolidated results of operations, financial condition and liquidity may differ materially from those made in or suggested by the forward-looking statements contained in this report. There can be no assurance that actual developments will be those anticipated by us. In addition, even if our consolidated results of operations, financial condition and liquidity are consistent with the forward-looking statements contained in this report, those results or developments may not be indicative of results or developments in subsequent periods. A number of important factors could cause actual results or conditions to differ materially from those contained or implied by the forward-looking statements, including the risks discussed in *Part II—Item 1A. Risk Factors* included in this report and *Part I—Item 1A. Risk Factors* included in our Annual Report on Form 10-K for the year ended December 31, 2016 (2016 Annual Report). Factors that could cause actual results or conditions to differ from those reflected in the forward-looking statements contained in this report include:

- the accuracy of management’s assumptions and estimates;
- variability in the amount of statutory capital that our insurance and reinsurance subsidiaries have or are required to hold;
- interest rate fluctuations;
- our potential need for additional capital in the future and the potential unavailability of such capital to us on favorable terms or at all;
- changes in relationships with important parties in our product distribution network;
- the activities of our competitors and our ability to grow our retail business in a highly competitive environment;
- the impact of general economic conditions on our ability to sell our products and the fair value of our investments;
- our ability to successfully acquire new companies or businesses and/or integrate such acquisitions into our existing framework;
- downgrades, potential downgrades or other negative actions by rating agencies;
- our dependence on key executives and inability to attract qualified personnel, or the potential loss of Bermudian personnel as a result of Bermuda employment restrictions;
- market and credit risks that could diminish the value of our investments;
- foreign currency fluctuations;
- the impact of changes to the credit worthiness of our reinsurance and derivative counterparties;
- changes in consumer perception regarding the desirability of annuities as retirement savings products;
- introduction of the proposed European Union financial transaction tax;
- potential litigation (including class action litigation), enforcement investigations or regulatory scrutiny against us and our subsidiaries, which we may be required to defend against or respond to;
- the impact of new accounting rules or changes to existing accounting rules on our business;
- interruption or other operational failures in telecommunication and information technology and other operating systems, as well as our ability to maintain the security of those systems;
- the termination by Athene Asset Management, L.P. (AAM) or Apollo Asset Management Europe, LLP (AAME) of its investment management or advisory agreements with us and limitations on our ability to terminate such arrangements;
- AAM’s or AAME’s dependence on key executives and inability to attract qualified personnel;
- increased regulation or scrutiny of alternative investment advisers and certain trading methods;
- potential changes to regulations affecting, among other things, transactions with our affiliates, the ability of our subsidiaries to make dividend payments or distributions to us, acquisitions by or of us, minimum capitalization and statutory reserve requirements for insurance companies and fiduciary obligations on parties who distribute our products;
- suspension or revocation of our subsidiaries’ insurance and reinsurance licenses;
- Athene Holding Ltd. (AHL) or Athene Life Re Ltd. (ALRe) becoming subject to U.S. federal income taxation;
- adverse changes in U.S. tax law;
- our being subject to U.S. withholding tax under Foreign Account Tax Compliance Act; and
- our potential inability to pay dividends or distributions.
- other risks and factors listed under *Part II—Item 1A. Risk Factors* included in this report, *Part I—Item 1A. Risk Factors* included in our 2016 Annual Report and elsewhere in this report and in our 2016 Annual Report.

We caution you that the important factors referenced above may not be exhaustive. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect or anticipate. In light of these risks, you should not place undue reliance upon any forward-looking statements contained in this report. The forward-looking statements included in this report are made only as of the date hereof. We undertake no obligation, except as may be required by law, to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise. Comparisons of results for current and any prior periods are not intended to express any future trends, or indications of future performance, unless expressed as such, and should only be viewed as historical data.

GLOSSARY OF SELECTED TERMS

Unless otherwise indicated in this report, the following terms have the meanings set forth below:

Athene Holding Ltd. and Related Entities

Term or Acronym	Definition
A-A Mortgage	A-A Mortgage Opportunities, LP
AAA	AP Alternative Assets, L.P.
AAA Investor	AAA Guarantor – Athene, L.P.
AADE	Athene Annuity & Life Assurance Company, formerly known as Liberty Life Insurance Company, the parent insurance company of our U.S. insurance subsidiaries
AAIA	Athene Annuity and Life Company, formerly known as Aviva Life and Annuity Company
AAM	Athene Asset Management, L.P.
AAME	Apollo Asset Management Europe, LLP (together with certain of its affiliates)
ADKG	Athene Deutschland Holding GmbH & Co. KG
AHL	Athene Holding Ltd.
ALIC	Athene Life Insurance Company
ALRe	Athene Life Re Ltd.
ALV	Athene Lebensversicherung AG, formerly known as Delta Lloyd Lebensversicherung AG
AmeriHome	AmeriHome Mortgage Company, LLC
AMTG	Apollo Residential Mortgage, Inc.
APK	Athene Pensionskasse AG, formerly known as Delta Lloyd Pensionskasse AG
Apollo	Apollo Global Management, LLC
Apollo Group	(1) Apollo, (2) the AAA Investor, (3) any investment fund or other collective investment vehicle whose general partner or managing member is owned, directly or indirectly, by Apollo or one or more of Apollo's subsidiaries, (4) BRH Holdings GP, Ltd. and its shareholders and (5) any affiliate of any of the foregoing (except that AHL and its subsidiaries and employees of AHL, its subsidiaries or AAM are not members of the Apollo Group)
ARI	Apollo Commercial Real Estate Finance, Inc.
Athene USA	Athene USA Corporation, formerly known as Aviva USA Corporation
DLD	Delta Lloyd Deutschland AG, now known as Athene Deutschland GmbH
German Group Companies	Athene Deutschland GmbH, Athene Deutschland Holding GmbH & Co. KG, Athene Deutschland Verwaltungs GmbH, Athene Lebensversicherung AG and Athene Pensionskasse AG
MidCap	MidCap FinCo Limited

Certain Terms & Acronyms

Term or Acronym	Definition
ABS	Asset-backed securities
ACL	Authorized control level RBC as defined by the model created by the National Association of Insurance Commissioners
ALM	Asset liability management
AUM	Assets under management
Alternative investments	Alternative investments, including investment funds, CLO equity positions and certain other debt instruments considered to be equity-like
Base of earnings	Earnings generated from our results of operations and the underlying profitability drivers of our business
Bermuda capital	The capital of ALRe calculated under U.S. statutory accounting principles, including that for policyholder reserve liabilities which are subjected to U.S. cash flow testing requirements, but excluding certain items that do not exist under our applicable Bermuda requirements, such as interest maintenance reserves.
Block reinsurance	A transaction in which the ceding company cedes all or a portion of a block of previously issued annuity contracts through a reinsurance agreement
BMA	Bermuda Monetary Authority
BSCR	Bermuda Solvency Capital Requirement
CAL	Company action level RBC as defined by the model created by the National Association of Insurance Commissioners
CLO	Collateralized loan obligation
CMBS	Commercial mortgage-backed securities
Capital ratio	Ratios calculated (1) with respect to our U.S. insurance subsidiaries, by reference to RBC, (2) with respect to ALRe, by reference to BSCR, and (3) with respect to our German Group Companies, by reference to SCR
Cost of crediting	The interest credited to the policyholders on our fixed annuities, including, with respect to our FIAs, option costs
DAC	Deferred acquisition costs
Deferred annuities	FIAs, annual reset annuities and MYGAs
DSI	Deferred sales inducement
Excess capital	Capital in excess of the level management believes is needed to support our current operating strategy
FIA	Fixed indexed annuity, which is an insurance contract that earns interest at a crediting rate based on a specified index on a tax-deferred basis
Fixed annuities	FIAs together with fixed rate annuities
Fixed rate annuity	Fixed rate annuity is an insurance contract that offers tax-deferred growth and the opportunity to produce a guaranteed stream of retirement income for the lifetime of its policyholder
Flow reinsurance	A transaction in which the ceding company cedes a portion of newly issued policies to the reinsurer
GLWB	Guaranteed living withdrawal benefits
GMDB	Guaranteed minimum death benefits
IMO	Independent marketing organization
Invested assets	The sum of (a) total investments on the consolidated balance sheet with AFS securities at amortized cost, excluding derivatives, (b) cash and cash equivalents and restricted cash, (c) investments in related parties, (d) accrued investment income, (e) consolidated variable interest entities' assets, liabilities and noncontrolling interest and (f) policy loans ceded (which offset the direct policy loans in total investments). Invested assets also excludes assets associated with funds withheld liabilities related to business exited through reinsurance agreements and derivative collateral (offsetting the related cash positions).
Investment margin	Investment margin applies to deferred annuities and is the excess of our net investment earned rate over the cost of crediting to our policyholders
LIMRA	Life Insurance and Market Research Association
MCR	Minimum capital requirements
MMS	Minimum margin of solvency
Modco	Modified coinsurance
MVA	Market value adjustment
MYGA	Multi-year guaranteed annuity
NAIC	National Association of Insurance Commissioners
Net investment earned rate	Income from our invested assets divided by the average invested assets for the relevant period.

Term or Acronym	Definition
OTTI	Other-than-temporary impairment
Payout annuities	Annuities with a current cash payment component, which consist primarily of SPIAs, supplemental contracts and structured settlements
Policy loan	A loan to a policyholder under the terms of, and which is secured by, a policyholder's policy
RBC	Risk-based capital
Reserve liabilities	The sum of (a) interest sensitive contract liabilities, (b) future policy benefits, (c) dividends payable to policyholders, and (d) other policy claims and benefits, offset by reinsurance recoverables, excluding policy loans ceded. Reserve liabilities also includes the reserves related to assumed modco agreements in order to appropriately match the costs incurred in the consolidated statements of income with the liabilities. Reserve liabilities is net of the ceded liabilities to third-party reinsurers as the costs of the liabilities are passed to such reinsurers and therefore we have no net economic exposure to such liabilities, assuming our reinsurance counterparties perform under our agreements.
Rider reserves	Guaranteed living withdrawal benefits and guaranteed minimum death benefits reserves
RMBS	Residential mortgage-backed securities
RML	Residential mortgage loan
Sales	All money paid into an individual annuity, including money paid into new contracts with initial purchase occurring in the specified period and existing contracts with initial purchase occurring prior to the specified period (excluding internal transfers)
SPIA	Single premium immediate annuity
Surplus assets	Assets in excess of policyholder obligations, determined in accordance with the applicable domiciliary jurisdiction's statutory accounting principles
TAC	Total adjusted capital as defined by the model created by the NAIC
U.S. RBC Ratio	The CAL RBC ratio for AADE, our parent U.S. insurance company
VIE	Variable interest entity
VOBA	Value of business acquired

Item 1. Financial Statements

Index to Condensed Consolidated Financial Statements (unaudited)

ATHENE HOLDING LTD.
Condensed Consolidated Balance Sheets *(Unaudited)*

(In millions)	March 31, 2017	December 31, 2016
Assets		
Investments		
Available-for-sale securities, at fair value		
Fixed maturity securities (amortized cost: 2017 – $52,850 and 2016 – $51,110)	$ 54,225	$ 52,033
Equity securities (cost: 2017 – $381 and 2016 – $319)	422	353
Trading securities, at fair value	2,595	2,581
Mortgage loans, net of allowances (portion at fair value: 2017 – $44 and 2016 – $44)	5,453	5,470
Investment funds (portion at fair value: 2017 – $97 and 2016 – $99)	689	689
Policy loans	579	602
Funds withheld at interest (portion at fair value: 2017 – $212 and 2016 – $140)	6,593	6,538
Derivative assets	1,708	1,370
Real estate (portion held for sale: 2017 – $23 and 2016 – $23)	553	542
Short-term investments, at fair value (cost: 2017 – $166 and 2016 – $189)	166	189
Other investments	82	81
Total investments	73,065	70,448
Cash and cash equivalents	2,563	2,445
Restricted cash	73	57
Investments in related parties		
Available-for-sale securities, at fair value		
Fixed maturity securities (amortized cost: 2017 – $359 and 2016 – $341)	361	335
Equity securities (cost: 2017 – $0 and 2016 – $20)	—	20
Trading securities, at fair value	169	195
Investment funds (portion at fair value: 2017 – $23 and 2016 – $0)	1,276	1,198
Short-term investments, at fair value (cost: 2017 – $20 and 2016 – $0)	20	—
Other investments	238	237
Accrued investment income (related party: 2017 – $9 and 2016 – $9)	575	554
Reinsurance recoverable (portion at fair value: 2017 – $1,738 and 2016 – $1,692)	5,960	6,001
Deferred acquisition costs, deferred sales inducements and value of business acquired	2,895	2,964
Current income tax recoverable	12	107
Deferred tax assets	233	369
Other assets	817	869
Assets of consolidated variable interest entities		
Investments		
Available-for-sale securities, at fair value		
Equity securities – related party (cost: 2017 – $143 and 2016 – $143)	191	161
Trading securities, at fair value – related party	166	167
Investment funds (related party: 2017 – $588 and 2016 – $562; portion at fair value: 2017 – $567 and 2016 – $562)	599	573
Cash and cash equivalents	2	14
Other assets	5	6
Total assets	$ 89,220	$ 86,720

(Continued)

See accompanying notes to the unaudited condensed consolidated financial statements

ATHENE HOLDING LTD.
Condensed Consolidated Balance Sheets *(Unaudited)*

(In millions, except share and per share data)	March 31, 2017	December 31, 2016
Liabilities and Equity		
Liabilities		
Interest sensitive contract liabilities (portion at fair value: 2017 – $7,132 and 2016 – $6,574)	$ 62,634	$ 61,532
Future policy benefits (portion at fair value: 2017 – $2,415 and 2016 – $2,400)	14,727	14,569
Other policy claims and benefits	214	217
Dividends payable to policyholders	917	974
Derivative liabilities	32	40
Payables for collateral on derivatives	1,681	1,383
Funds withheld liability (portion at fair value: 2017 – $11 and 2016 – $6)	382	380
Other liabilities (related party: 2017 – $63 and 2016 – $56)	999	685
Liabilities of consolidated variable interest entities	37	34
Total liabilities	81,623	79,814
Equity		
Common stock		
Class A – par value $0.001 per share; authorized: 2017 and 2016 – 425,000,000 shares; issued and outstanding: 2017 – 101,563,650 and 2016 – 77,319,381 shares	—	—
Class B – par value $0.001 per share; convertible to Class A; authorized: 2017 and 2016 – 325,000,000 shares; issued and outstanding: 2017 – 87,775,578 and 2016 – 111,805,829 shares	—	—
Class M-1 – par value $0.001 per share; contingently convertible to Class A; authorized: 2017 and 2016 – 7,109,560 shares; issued and outstanding: 2017 – 3,431,547 and 2016 – 3,474,205 shares	—	—
Class M-2 – par value $0.001 per share; contingently convertible to Class A; authorized: 2017 and 2016 – 5,000,000 shares; issued and outstanding: 2017 – 974,563 and 2016 – 1,067,747 shares	—	—
Class M-3 – par value $0.001 per share; contingently convertible to Class A; authorized: 2017 and 2016 – 7,500,000 shares; issued and outstanding: 2017 – 1,346,650 and 2016 – 1,346,300 shares	—	—
Class M-4 – par value $0.001 per share; contingently convertible to Class A; authorized: 2017 and 2016 – 7,500,000 shares; issued and outstanding: 2017 – 5,345,432 and 2016 – 5,397,802 shares	—	—
Additional paid-in capital	3,436	3,421
Retained earnings	3,488	3,117
Accumulated other comprehensive income (related party: 2017 – $51 and 2016 – $12)	673	367
Total Athene Holding Ltd. shareholders' equity	7,597	6,905
Noncontrolling interest	—	1
Total equity	7,597	6,906
Total liabilities and equity	$ 89,220	$ 86,720

(Concluded)

See accompanying notes to unaudited condensed consolidated financial statements

ATHENE HOLDING LTD.
Condensed Consolidated Statements of Income *(Unaudited)*

(In millions, except per share data)	Three months ended March 31, 2017	2016
Revenues		
Premiums	$ 52	$ 60
Product charges	81	66
Net investment income (related party investment income: 2017 – $56 and 2016 – $45; and related party investment expense: 2017 – $78 and 2016 – $81)	786	692
Investment related gains (losses) (related party: 2017 – $(11) and 2016 – $(21))	682	(82)
Other-than-temporary impairment investment losses		
Other-than-temporary impairment losses	—	(22)
Other-than-temporary impairment losses recognized in other comprehensive income	(1)	12
Net other-than-temporary impairment losses	(1)	(10)
Other revenues	8	8
Revenues of consolidated variable interest entities		
Net investment income (related party: 2017 – $10 and 2016 – $3)	10	11
Investment related gains (losses) (related party: 2017 – $1 and 2016 – $(14))	1	(23)
Total revenues	1,619	722
Benefits and Expenses		
Interest sensitive contract benefits	696	253
Amortization of deferred sales inducements	18	4
Future policy and other policy benefits	214	224
Amortization of deferred acquisition costs and value of business acquired	108	28
Dividends to policyholders	32	17
Policy and other operating expenses (related party: 2017 – $4 and 2016 – $0)	156	104
Operating expenses of consolidated variable interest entities	—	4
Total benefits and expenses	1,224	634
Income before income taxes	395	88
Income tax expense	22	1
Net income	373	87
Less: Net income attributable to noncontrolling interests	—	—
Net income available to Athene Holding Ltd. shareholders	$ 373	$ 87
Earnings per share		
Basic – Classes A, B, M-1 and M-2[1]	$ 1.94	$ 0.47
Diluted – Class A	1.87	0.47
Diluted – Class B	1.94	0.47
Diluted – Class M-1[1]	1.94	*N/A*
Diluted – Class M-2[1]	0.08	*N/A*

N/A – Not applicable

[1] *Basic and diluted earnings per share for Class M-1 and M-2 were applicable only for the three months ended March 31, 2017. Refer to Note 9 – Earnings Per Share for further discussion.*

See accompanying notes to the unaudited condensed consolidated financial statements

ATHENE HOLDING LTD.
Condensed Consolidated Statements of Comprehensive Income *(Unaudited)*

(In millions)	Three months ended March 31, 2017	2016
Net income	$ 373	$ 87
Other comprehensive income, before tax		
Change in unrealized investment gains on available for sale securities	419	303
Change in noncredit component of other-than-temporary impairment losses, available-for-sale	1	(12)
Comprehensive loss on hedging instruments	(5)	(10)
Comprehensive income (loss) on pension adjustments	—	(1)
Comprehensive gain on foreign currency translation adjustments	2	3
Other comprehensive income, before tax	417	283
Income tax expense related to other comprehensive income	111	98
Other comprehensive income, after tax	306	185
Comprehensive income	679	272
Less: comprehensive income attributable to noncontrolling interests	—	—
Comprehensive income available to Athene Holding Ltd. shareholders	$ 679	$ 272

See accompanying notes to the unaudited condensed consolidated financial statements

ATHENE HOLDING LTD.
Condensed Consolidated Statements of Equity *(Unaudited)*

(In millions)	Common stock	Additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss)	Total Athene Holding Ltd. shareholders' equity	Noncontrolling interest	Total equity
Balance at December 31, 2015	$ —	$ 3,281	$ 2,318	$ (237)	$ 5,362	$ 1	$ 5,363
Net income	—	—	87	—	87	—	87
Other comprehensive income	—	—	—	185	185	—	185
Issuance of shares, net of expenses	—	1	—	—	1	—	1
Stock-based compensation	—	3	—	—	3	—	3
Balance at March 31, 2016	$ —	$ 3,285	$ 2,405	$ (52)	$ 5,638	$ 1	$ 5,639
Balance at December 31, 2016	$ —	$ 3,421	$ 3,117	$ 367	$ 6,905	$ 1	$ 6,906
Net income	—	—	373	—	373	—	373
Other comprehensive income	—	—	—	306	306	—	306
Stock-based compensation	—	15	—	—	15	—	15
Retirement or repurchase of shares	—	—	(2)	—	(2)	—	(2)
Other changes in equity of noncontrolling interests	—	—	—	—	—	(1)	(1)
Balance at March 31, 2017	$ —	$ 3,436	$ 3,488	$ 673	$ 7,597	$ —	$ 7,597

See accompanying notes to the unaudited condensed consolidated financial statements

ATHENE HOLDING LTD.
Condensed Consolidated Statements of Cash Flows *(Unaudited)*

(In millions)	Three months ended March 31, 2017	2016
Cash flows from operating activities		
Net income	$ 373	$ 87
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of deferred acquisition costs and value of business acquired	108	28
Amortization of deferred sales inducements	18	4
Amortization (accretion) of net investment premiums, discounts, and other	(54)	(74)
Stock-based compensation	16	(15)
Net investment income (related party: 2017 – $(27) and 2016 – $5)	(30)	25
Net recognized (gains) losses on investments and derivatives (related party: 2017 – $10 and 2016 – $14)	(547)	111
Policy acquisition costs deferred	(105)	(97)
Deferred income tax expense (benefit)	22	7
Changes in operating assets and liabilities:		
Accrued investment income	(21)	1
Interest sensitive contract liabilities	659	310
Future policy benefits, other policy claims and benefits, dividends payable to policyholders and reinsurance recoverable	(18)	(77)
Current income tax recoverable	95	39
Funds withheld assets and liabilities	(91)	8
Other assets and liabilities	4	9
Consolidated variable interest entities related:		
Net recognized (gains) losses on investments and derivatives (related party: 2017 – $(1) and 2016 – $14)	(1)	23
Change in other assets and liabilities	1	(1)
Net cash provided by operating activities	429	388

(Continued)

See accompanying notes to the unaudited condensed consolidated financial statements

ATHENE HOLDING LTD.
Condensed Consolidated Statements of Cash Flows *(Unaudited)*

(In millions)	Three months ended March 31, 2017	2016
Cash flows from investing activities		
Sales, maturities, and repayments of:		
Available-for-sale securities		
Fixed maturity securities (related party: 2017 – $7 and 2016 – $9)	$ 2,688	$ 2,518
Equity securities (related party: 2017 – $22 and 2016 – $0)	120	5
Trading securities (related party: 2017 – $14 and 2016 – $24)	92	235
Mortgage loans	281	146
Investment funds (related party: 2017 – $23 and 2016 – $37)	52	56
Derivative instruments and other invested assets	360	59
Short-term investments (related party: 2017 – $0 and 2016 – $55)	95	133
Purchases of:		
Available-for-sale securities		
Fixed maturity securities (related party: 2017 – $(25) and 2016 – $0)	(4,288)	(1,810)
Equity securities	(157)	(82)
Trading securities (related party: 2017 – $0 and 2016 – $(24))	(71)	(242)
Mortgage loans	(265)	(344)
Investment funds (related party: 2017 – $(71) and 2016 – $(85))	(94)	(98)
Derivative instruments and other invested assets	(189)	(157)
Real estate	(7)	(6)
Short-term investments (related party: 2017 – $(20) and 2016 – $0)	(93)	(427)
Consolidated variable interest entities related:		
Sales, maturities, and repayments of investments (related party: 2017 – $0 and 2016 – $3)	—	6
Purchases of investments (related party: 2017 – $(21) and 2016 – $(10))	(21)	(10)
Change in restricted cash	—	(4)
Cash settlement of derivatives	(8)	9
Change in restricted cash	(16)	43
Other investing activities, net	381	85
Net cash (used in) provided by investing activities	(1,140)	115
Cash flows from financing activities		
Capital contributions	—	1
Deposits on investment-type policies and contracts	1,925	784
Withdrawals on investment-type policies and contracts	(1,403)	(1,185)
Payments for coinsurance agreements on investment-type contracts, net	(10)	(21)
Net change in cash collateral posted for derivative transactions	298	(106)
Repurchase of common stock	(2)	(1)
Other financing activities, net	5	32
Net cash provided by (used in) financing activities	813	(496)
Effect of exchange rate changes on cash and cash equivalents	4	10
Net increase in cash and cash equivalents	106	17
Cash and cash equivalents at beginning of year[1]	2,459	2,720
Cash and cash equivalents at end of period[1]	$ 2,565	$ 2,737
Supplementary information		
Non-cash transactions		
Deposits on investment-type policies and contracts through reinsurance agreements	$ 169	$ 899
Withdrawals on investment-type policies and contracts through reinsurance agreements	182	79
Investments received from settlements on reinsurance agreements	24	—

[1] *Includes cash and cash equivalents of consolidated variable interest entities*

(Concluded)

See accompanying notes to the unaudited condensed consolidated financial statements

ATHENE HOLDING LTD.
Notes to Condensed Consolidated Financial Statements *(Unaudited)*

1. Business, Basis of Presentation and Significant Accounting Policies

Athene Holding Ltd. (AHL), a Bermuda exempted company, together with its subsidiaries (collectively, Athene, we, our, us, or the Company), is a leading retirement services company that issues, reinsures and acquires retirement savings products in all U.S. states, the District of Columbia and Germany.

We conduct business primarily through the following consolidated subsidiaries:

- Athene Life Re Ltd., a Bermuda exempted company to which AHL's other insurance subsidiaries and third party ceding companies directly and indirectly reinsure a portion of their liabilities (ALRe);
- Athene USA Corporation, an Iowa corporation and its subsidiaries (Athene USA); and
- Athene Deutschland GmbH & Co. KG, a German partnership and its subsidiaries (ADKG).

In addition, we consolidate certain variable interest entities (VIEs), for which we determined we are the primary beneficiary, as discussed in *Note 4 – Variable Interest Entities.*

Basis of Presentation—We have prepared the accompanying condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP) for interim financial information and the United States Securities and Exchange Commission's rules and regulations for Form 10-Q and Article 10 of Regulation S-X. The accompanying condensed consolidated financial statements are unaudited and reflect all adjustments, consisting only of normal recurring items, considered necessary for fair statement of the periods presented. All significant intercompany accounts and transactions have been eliminated. Interim operating results are not necessarily indicative of the results expected for the entire year.

The accompanying condensed consolidated balance sheet as of December 31, 2016 has been derived from the audited financial statements, but does not include all of the information and footnotes required by GAAP for complete financial statements. Therefore, these condensed consolidated financial statements should be read in conjunction with our consolidated financial statements included in our Annual Report on Form 10-K. The preparation of financial statements requires the use of management estimates. Actual results may differ from estimates used in preparing the condensed consolidated financial statements.

Change in Accounting Policy and Revisions—Subsequent to the original issuance of the condensed consolidated financial statements for the three months ended March 31, 2016, we adopted a change in accounting principle regarding the balance sheet presentation of assets and liabilities associated with reinsurance agreements written on a modified coinsurance (modco) basis. The funds withheld assets and liabilities arising from modco contracts are presented gross of the corresponding policy benefit liabilities on the condensed consolidated balance sheets, whereas these assets and liabilities were previously presented net on a contract-by-contract basis. We also applied this change retrospectively to the condensed consolidated statement of cash flows for the three months ended March 31, 2016, for the corresponding balance sheet classification changes within operating activities. There was no impact to the condensed consolidated statements of income, comprehensive income, or equity resulting from this change.

We have also revised our condensed consolidated financial statements and notes as a result of correcting immaterial misstatements. We assessed the materiality of these revisions and concluded these revisions are not material to the condensed consolidated financial statements as a whole. However, we elected to revise the condensed consolidated financial statements to increase their accuracy, as well as provide consistency and comparability with balances and activities to be reported in future periods.

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The following is a summary of the impacts of the revisions on the condensed consolidated statements of income:

	Three months ended March 31, 2016		
(In millions, except per share data)	As Previously Reported	Revisions	As Adjusted
Revenue			
Net investment income	$ 693	$ (1)	$ 692
Total revenues	723	(1)	722
Benefits and Expenses			
Interest sensitive contract benefits	246	7	253
Amortization of deferred sales inducements	2	2	4
Future policy and other policy benefits	222	2	224
Amortization of deferred acquisition costs and value of business acquired	20	8	28
Total benefits and expenses	615	19	634
Income before income taxes	108	(20)	88
Income tax expense	1	—	1
Net income	107	(20)	87
Less: Net income attributable to noncontrolling interests	—	—	—
Net income available to Athene Holding Ltd. shareholders	$ 107	$ (20)	$ 87
Earnings per share on Class A and B shares			
Basic	$ 0.57	$ (0.10)	$ 0.47
Diluted	$ 0.57	$ (0.10)	$ 0.47

The following is a summary of the impacts of the revisions on the condensed consolidated statements of comprehensive income:

	Three months ended March 31, 2016		
(In millions)	As Previously Reported	Revisions	As Adjusted
Net income	$ 107	$ (20)	$ 87
Other comprehensive income, before tax			
Comprehensive income (loss) on foreign currency translation adjustments	4	(1)	3
Other comprehensive income, before tax	284	(1)	283
Income tax expense related to other comprehensive income	98	—	98
Other comprehensive income, after tax	186	(1)	185
Comprehensive income	293	(21)	272
Less: comprehensive income attributable to noncontrolling interests	—	—	—
Comprehensive income available to Athene Holding Ltd. shareholders	$ 293	$ (21)	$ 272

We revised the condensed consolidated statements of equity for the three months ended March 31, 2016 for the changes to net income and other comprehensive income presented above, and an adjustment of $1 million to retirement of shares.

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The following is a summary of the impact of changes in accounting policy and revisions to the impacted lines of the condensed consolidated statements of cash flows:

	Three months ended March 31, 2016			
(In millions)	As Previously Reported	Change in Accounting Policy	Revisions	As Adjusted
Cash flows from operating activities				
Net income	$ 107	$ —	$ (20)	$ 87
Adjustments to reconcile net income to net cash provided by operating activities:				
Amortization of deferred acquisition costs and value of business acquired	20	—	8	28
Amortization of deferred sales inducements	2	—	2	4
Deferred income tax expense	(1)	—	8	7
Changes in operating assets and liabilities:				
Accrued investment income	(9)	—	10	1
Interest sensitive contract liabilities	293	13	4	310
Future policy benefits, other policy claims and benefits, dividends payable to policyholders and reinsurance recoverable[1]	(82)	(35)	40	(77)
Current income tax recoverable	47	—	(8)	39
Funds withheld assets and liabilities	(14)	22	—	8
Other asset and liabilities	21	—	(12)	9
Net cash provided by operating activities	356	—	32	388
Cash flows from investing activities				
Other investing activities, net	95	—	(10)	85
Net cash provided by (used in) investing activities	125	—	(10)	115
Cash flows from financing activities				
Withdrawals on investment-type policies and contracts	(1,150)	—	(35)	(1,185)
Other financing activities, net	19	—	13	32
Net cash used in financing activities	(474)	—	(22)	(496)
Effect of exchange rate changes on cash and cash equivalents	10	—	—	10
Net increase in cash and cash equivalents	17	—	—	17
Cash and cash equivalents at beginning of year[2]	2,720	—	—	2,720
Cash and cash equivalents at end of period[2]	$ 2,737	$ —	$ —	$ 2,737

[1] *Financial statement line item renamed for the current period presentation*
[2] *Includes cash and cash equivalents of consolidated variable interest entities*

Adopted Accounting Pronouncements

Receivables – Nonrefundable Fees and Other Costs (ASU 2017-08)
The amendments in this update shorten the amortization period for certain callable debt securities held at a premium to the earliest call date. These amendments are required to be adopted on a modified retrospective basis effective January 1, 2019. Early adoption is permitted and we have elected to early adopt effective January 1, 2017. The adoption did not have a material impact on our consolidated financial statements.

Consolidation – Interest Held through Related Parties under Common Control (ASU 2016-17)
This update amends the consolidation guidance to change how indirect interests in VIEs are evaluated by a reporting entity when determining whether or not it is the primary beneficiary of that VIE. The primary beneficiary of a VIE is the reporting entity that has a controlling financial interest in a VIE and, therefore, consolidates the VIE. A reporting entity has an indirect interest in a VIE if it has a direct interest in a related party that, in turn, has a direct interest in the VIE. Previously, if a single decision maker and its related parties were under common control, the single decision maker was required to consider indirect interests held through related parties to be the equivalent of direct interests in their entirety. The amendments change the evaluation of indirect interests to be considered on a proportionate basis. We adopted this standard effective January 1, 2017, and the adoption did not have a material effect on our consolidated financial statements.

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Improvements to Employee Share-Based Payment Accounting (ASU 2016-09)
This update simplifies several aspects of the accounting for share-based payment award transactions, including income tax consequences, forfeitures and classification on the statement of cash flows. The standard requires entities to make an entity-wide accounting policy election to either estimate the number of awards that are expected to vest or account for forfeitures when they occur. We have elected to account for forfeitures when they occur. We adopted this standard effective January 1, 2017, and the adoption did not have a material effect on our consolidated financial statements.

Equity Method and Joint Ventures (ASU 2016-07)
This update eliminates the retroactive adjustments to an investment upon it qualifying for the equity method of accounting as a result of an increase in the level of ownership interest or degree of influence by the investor. We adopted this standard effective January 1, 2017, and the adoption did not have a material effect on our consolidated financial statements.

Derivatives and Hedging – Contingent Put and Call Options (ASU 2016-06)
This update is intended to clarify the requirements for assessing whether contingent call (put) options that can accelerate the payment of principal on debt instruments are clearly and closely related to debt hosts. We adopted this standard effective January 1, 2017, and the adoption did not have a material effect on our consolidated financial statements.

Derivatives and Hedging – Effects of Derivative Contract Novation (ASU 2016-05)
This update is intended to clarify that a change in the counterparty to a derivative instrument that has been designated as the hedging instrument does not, in and of itself, require a de-designation of that hedging relationship provided all other hedge accounting criteria continue to be met. We adopted this standard effective January 1, 2017, and the adoption did not have a material effect on our consolidated financial statements.

Recently Issued Accounting Pronouncements

Gains and Losses from the Derecognition of Nonfinancial Assets (ASU 2017-05)
The amendments in this update clarify the scope of asset derecognition guidance and accounting for partial sales of nonfinancial assets. We will be required to adopt this standard on a retrospective or modified retrospective basis effective January 1, 2018. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Intangibles – Simplifying the Test for Goodwill Impairment (ASU 2017-04)
The amendments in this update simplify the subsequent measurement of goodwill by eliminating the comparison of the implied fair value of a reporting unit's goodwill with the carrying amount of that goodwill to determine the goodwill impairment loss. With the adoption of this guidance, a goodwill impairment will be the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of the goodwill allocated to that reporting unit. Entities will continue to have the option to perform a qualitative assessment to determine if a quantitative impairment test is necessary. We will be required to adopt this standard prospectively effective January 1, 2020. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Business Combinations – Clarifying the Definition of a Business (ASU 2017-01)
The amendments in this update clarify the definition of a business with the objective of assisting entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The definition of a business affects many areas of accounting including acquisitions, disposals, goodwill and consolidation. We will be required to adopt this standard effective January 1, 2018. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Revenue Recognition (ASU 2016-20, ASU 2016-12, ASU 2016-11, ASU 2016-10, ASU 2016-08, ASU 2015-14 and ASU 2014-09)
ASU 2014-09 indicates an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2015-14 provided for a one-year deferral of the effective date, which will require us to adopt this standard effective January 1, 2018. ASU 2016-08 amends the principal-versus-agent implementation guidance and illustrations in ASU 2014-09. ASU 2016-10 clarifies the identification of performance obligations as well as licensing implementation guidance. ASU 2016-11 brings existing Securities and Exchange Commission (SEC) guidance into conformity with revenue recognition accounting guidance of ASU 2014-09 discussed above. ASU 2016-12 provides clarification on assessing collectability, presentation of sales tax, non-cash consideration and transition. ASU 2016-20 addresses necessary technical corrections and improvements to clarify codification amended by ASU 2014-09 within Topic 606. The revenue recognition updates replace all general and most industry-specific revenue recognition guidance, excluding insurance contracts, leases, financial instruments and guarantees, which have been scoped out of the update. Since the guidance does not apply to revenue on contracts accounted for under the financial instruments or insurance contracts standards, only a portion of our revenues are impacted by this guidance. Our evaluation process includes, but is not limited to, identifying contracts within the scope of the guidance, reviewing and documenting our accounting for these contracts, identifying and determining the accounting for any related contract costs and assessing the impact of this guidance on our consolidated financial statements.

Statement of Cash Flows – Restricted Cash (ASU 2016-18)
This update requires amounts generally described as restricted cash or restricted cash equivalents be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period amounts shown on the consolidated statements of cash flows. We will be required to adopt this standard retrospectively for each period presented effective January 1, 2018. Early adoption is permitted. The adoption of this update will require us to change the presentation on the consolidated statements of cash flows for restricted cash or restricted cash equivalents; however, we do not expect the adoption of this update to have a material effect on our consolidated financial statements.

Income Taxes – Intra-Entity Transfers (ASU 2016-16)
This update requires the immediate recognition of current and deferred income tax effects of intra-entity transfers of assets, other than inventory. Currently, recognition of the income tax consequence was not recognized until the asset was sold to an outside party. We will be required to adopt this standard on a modified retrospective basis effective January 1, 2018. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Statement of Cash Flows (ASU 2016-15)
This update provides specific guidance to clarify how entities should classify certain cash receipts and cash payments on the statement of cash flows. The update also clarifies the application of the predominance principle when cash receipts and cash payments have aspects of more than one class of cash flows. We will be required to adopt this standard effective January 1, 2018. We do not expect the adoption of this update to have a material effect on our consolidated financial statements.

Financial Instruments – Credit Losses (ASU 2016-13)
This update is designed to reduce complexity by limiting the number of credit impairment models used for different assets. The model will result in accelerated credit loss recognition on assets held at amortized cost, which includes our commercial and residential mortgage investments. The identification of credit-deteriorated securities will include all assets that have experienced a more-than-insignificant deterioration in credit since origination. Additionally, any changes in the expected cash flows of credit-deteriorated securities will be recognized immediately in the income statement. Available-for-sale fixed maturity securities are not in scope of the new credit loss model, but will undergo targeted improvements to the current reporting model including the establishment of a valuation allowance for credit losses versus the current direct write down approach. We will be required to adopt this standard effective January 1, 2020. Early adoption is permitted effective January 1, 2019. We are currently evaluating the impact of this guidance on our consolidated financial statements.

Leases (ASU 2016-02)
This update is intended to increase transparency and comparability for lease transactions. A lessee is required to recognize an asset and a liability for all lease arrangements longer than 12 months. Lessor accounting is largely unchanged. We will be required to adopt this standard on a modified retrospective basis effective January 1, 2019. Early adoption is permitted. Our implementation efforts are primarily focused on the review of existing lease contracts and assessing the impact of this guidance on our consolidated financial statements.

Financial Instruments – Recognition and Measurement (ASU 2016-01)
This update retains the current accounting for classifying and measuring investments in debt securities and loans, but requires equity investments to be measured at fair value with subsequent changes recognized in net income, except for those accounted for under the equity method or requiring consolidation. We currently recognize changes in fair value related to available-for-sale (AFS) equity securities in accumulated other comprehensive income (AOCI) on the consolidated balance sheets. We will be required to adopt this standard with a cumulative-effect adjustment to beginning retained earnings effective January 1, 2018. Refer to *Note 2 – Investments* for further information on the unrealized gains and losses of our AFS equity securities.

ATHENE HOLDING LTD.
Notes to Condensed Consolidated Financial Statements *(Unaudited)*

2. Investments

Available-for-sale Securities—Our AFS investment portfolio includes bonds, collateralized loan obligations (CLO), asset-backed securities (ABS), commercial mortgage-backed securities (CMBS), residential mortgage-backed securities (RMBS), redeemable preferred stock, and equity securities. Additionally, it includes direct investments in affiliates of Apollo Global Management, LLC (AGM and, together with its subsidiaries, Apollo) where Apollo can exercise significant influence over the affiliates. These investments are presented as investments in related parties on the condensed consolidated balance sheets, and are separately disclosed below.

The following table represents the cost or amortized cost, gross unrealized gains and losses, fair value and other-than-temporary impairments (OTTI) in AOCI of our AFS investments by asset type:

	March 31, 2017				
(In millions)	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	OTTI in AOCI
Fixed maturity securities					
U.S. government and agencies	$ 59	$ 1	$ —	$ 60	$ —
U.S. state, municipal and political subdivisions	1,016	125	(1)	1,140	—
Foreign governments	1,959	87	(15)	2,031	—
Corporate	30,806	1,021	(260)	31,567	2
CLO	5,039	34	(52)	5,021	—
ABS	3,279	34	(53)	3,260	—
CMBS	1,835	46	(21)	1,860	—
RMBS	8,857	458	(29)	9,286	14
Total fixed maturity securities	52,850	1,806	(431)	54,225	16
Equity securities	381	42	(1)	422	—
Total AFS securities	53,231	1,848	(432)	54,647	16
Fixed maturity securities – related party					
CLO	304	3	(1)	306	—
ABS	55	—	—	55	—
Total fixed maturity securities – related party	359	3	(1)	361	—
Total AFS securities including related party	$ 53,590	$ 1,851	$ (433)	$ 55,008	$ 16

	December 31, 2016				
(In millions)	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	OTTI in AOCI
Fixed maturity securities					
U.S. government and agencies	$ 59	$ 1	$ —	$ 60	$ —
U.S. state, municipal and political subdivisions	1,024	117	(1)	1,140	—
Foreign governments	2,098	143	(6)	2,235	—
Corporate	29,433	901	(314)	30,020	2
CLO	4,950	14	(142)	4,822	—
ABS	2,980	25	(69)	2,936	—
CMBS	1,835	38	(26)	1,847	—
RMBS	8,731	313	(71)	8,973	15
Total fixed maturity securities	51,110	1,552	(629)	52,033	17
Equity securities	319	35	(1)	353	—
Total AFS securities	51,429	1,587	(630)	52,386	17
Fixed maturity securities – related party					
CLO	284	1	(6)	279	—
ABS	57	—	(1)	56	—
Total fixed maturity securities – related party	341	1	(7)	335	—
Equity securities – related party	20	—	—	20	—
Total AFS securities – related party	361	1	(7)	355	—
Total AFS securities including related party	$ 51,790	$ 1,588	$ (637)	$ 52,741	$ 17

The amortized cost and fair value of fixed maturity AFS securities, including related party, are shown by contractual maturity below:

	March 31, 2017	
(In millions)	Amortized Cost	Fair Value
Due in one year or less	$ 696	$ 698
Due after one year through five years	7,408	7,564
Due after five years through ten years	11,345	11,629
Due after ten years	14,391	14,907
CLO, ABS, CMBS and RMBS	19,010	19,427
Total AFS fixed maturity securities	52,850	54,225
Fixed maturity securities – related party, CLO and ABS	359	361
Total AFS fixed maturity securities including related party	$ 53,209	$ 54,586

Actual maturities can differ from contractual maturities as borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

Unrealized Losses on AFS Securities—The following summarizes the fair value and gross unrealized losses for AFS securities, including related party, aggregated by class of security and length of time the fair value has remained below cost or amortized cost:

	March 31, 2017					
	Less than 12 months		12 months or greater		Total	
(In millions)	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
Fixed maturity securities						
U.S. government and agencies	$ 16	$ —	$ —	$ —	$ 16	$ —
U.S. state, municipal and political subdivisions	65	(1)	2	—	67	(1)
Foreign governments	314	(15)	10	—	324	(15)
Corporate	5,565	(197)	949	(63)	6,514	(260)
CLO	318	(3)	1,906	(49)	2,224	(52)
ABS	776	(7)	756	(46)	1,532	(53)
CMBS	410	(12)	205	(9)	615	(21)
RMBS	854	(16)	534	(13)	1,388	(29)
Total fixed maturity securities	8,318	(251)	4,362	(180)	12,680	(431)
Equity securities	240	(1)	—	—	240	(1)
Total AFS securities	8,558	(252)	4,362	(180)	12,920	(432)
Fixed maturity securities – related party						
CLO	25	—	31	(1)	56	(1)
ABS	—	—	50	—	50	—
Total fixed maturity securities – related party	25	—	81	(1)	106	(1)
Total AFS securities including related party	$ 8,583	$ (252)	$ 4,443	$ (181)	$ 13,026	$ (433)

	December 31, 2016					
	Less than 12 months		12 months or greater		Total	
(In millions)	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
Fixed maturity securities						
U.S. government and agencies	$ 1	$ —	$ —	$ —	$ 1	$ —
U.S. state, municipal and political subdivisions	85	(1)	2	—	87	(1)
Foreign governments	137	(5)	9	(1)	146	(6)
Corporate	6,136	(228)	1,113	(86)	7,249	(314)
CLO	388	(2)	3,102	(140)	3,490	(142)
ABS	865	(17)	767	(52)	1,632	(69)
CMBS	576	(18)	183	(8)	759	(26)
RMBS	1,143	(19)	1,727	(52)	2,870	(71)
Total fixed maturity securities	9,331	(290)	6,903	(339)	16,234	(629)
Equity securities	179	(1)	—	—	179	(1)
Total AFS securities	9,510	(291)	6,903	(339)	16,413	(630)
Fixed maturity securities – related party						
CLO	68	—	100	(6)	168	(6)
ABS	—	—	56	(1)	56	(1)
Total fixed maturity securities – related party	68	—	156	(7)	224	(7)
Equity securities – related party	14	—	—	—	14	—
Total AFS securities – related party	82	—	156	(7)	238	(7)
Total AFS securities including related party	$ 9,592	$ (291)	$ 7,059	$ (346)	$ 16,651	$ (637)

As of March 31, 2017, we held 1,727 AFS securities that were in an unrealized loss position. Of this total, 522 were in an unrealized loss position longer than 12 months. As of March 31, 2017, we held eight related party AFS securities that were in an unrealized loss position. Of this total, five were in an unrealized loss position longer than 12 months. The unrealized losses on AFS securities can primarily be attributed to changes in market interest rates since acquisition. We did not recognize the unrealized losses in income as we intend to hold these securities and it is not more likely than not we will be required to sell a security before the recovery of its amortized cost.

Other-Than-Temporary Impairments—For the three months ended March 31, 2017, we incurred $1 million of net OTTI which related to credit loss impairments that we impaired to fair value and did not bifurcate a portion of the impairment in AOCI. Any credit loss impairments not bifurcated in AOCI are excluded from the rollforward below.

The following table represents a rollforward of the cumulative amounts recognized on the condensed consolidated statements of income for OTTI related to pre-tax credit loss impairments on AFS fixed maturity securities, for which a portion of the securities' total OTTI was recognized in AOCI:

	Three months ended March 31,	
(In millions)	2017	2016
Beginning balance	$ 16	$ 22
Initial impairments – credit loss OTTI recognized on securities not previously impaired	—	7
Additional impairments – credit loss OTTI recognized on securities previously impaired	—	2
Ending balance	$ 16	$ 31

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Net Investment Income—Net investment income by asset type consists of the following:

	Three months ended March 31,	
(In millions)	2017	2016
AFS securities		
Fixed maturity securities	$ 620	$ 589
Equity securities	2	2
Trading securities	51	63
Mortgage loans, net of allowances	85	83
Investment funds	55	12
Funds withheld at interest	36	13
Other	17	12
Investment revenue	866	774
Investment expenses	(80)	(82)
Net investment income	$ 786	$ 692

Investment Related Gains (Losses)—Investment related gains (losses) by asset type consist of the following:

	Three months ended March 31,	
(In millions)	2017	2016
AFS fixed maturity securities		
Gross realized gain on investment activity	$ 28	$ 36
Gross realized loss on investment activity	(8)	(32)
Net realized investment gains on fixed maturity securities	20	4
Net realized investment gains (losses) on trading securities	2	12
Derivative gains (losses)	654	(92)
Other gains (losses)	6	(6)
Investment related gains (losses)	$ 682	$ (82)

Proceeds from sales of AFS securities were $1,531 million and $1,015 million for the three months ended March 31, 2017 and 2016, respectively.

Included in net realized investment gains (losses) on trading securities are gains of $26 million and $36 million resulting from the change in unrealized gains or losses for the underlying securities we still held as of March 31, 2017 and 2016, respectively. Also included in net realized investment gains (losses) on trading securities are related party losses of $12 million and $13 million resulting from the change in unrealized gains or losses for the underlying securities we still held as of March 31, 2017 and 2016, respectively.

Purchased Credit Impaired (PCI) Investments—The following table summarizes our PCI investments:

	Fixed maturity securities		Mortgage loans	
(In millions)	March 31, 2017	December 31, 2016	March 31, 2017	December 31, 2016
Contractually required payments[1]	$ 7,932	$ 7,761	$ 693	$ 424
Less: Cash flows expected to be collected[2]	(5,367)	(5,285)	(475)	(286)
Non-accretable difference	$ 2,565	$ 2,476	$ 218	$ 138
Cash flows expected to be collected	$ 5,367	$ 5,285	$ 475	$ 286
Less: Amortized cost	(3,964)	(3,898)	(362)	(220)
Accretable difference	$ 1,403	$ 1,387	$ 113	$ 66
Fair value	$ 4,187	$ 4,029	$ 364	$ 221

[1] *Includes principal and accrued interest.*
[2] *Represents the undiscounted principal and interest cash flows expected.*

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During the period, we acquired PCI investments with the following amounts at the time of purchase:

	Three months ended March 31, 2017	
(In millions)	Fixed maturity securities	Mortgage loans
Contractually required principal and interest	$ 574	$ 298
Expected cash flows	364	205
Estimated fair value	264	147

The following tables summarize the activity for the accretable yield on PCI investments:

	Three months ended March 31, 2017	
(In millions)	Fixed maturity securities	Mortgage loans
Beginning balance at January 1	$ 1,387	$ 66
Purchases of PCI investments, net of sales	58	57
Accretion	(30)	—
Changes in expected cash flows	(12)	(10)
Ending balance at March 31	$ 1,403	$ 113

Mortgage Loans—Mortgage loans, net of allowances, consist of the following:

(In millions)	March 31, 2017	December 31, 2016
Commercial mortgage loans	$ 4,905	$ 5,058
Commercial mortgage loans under development	74	74
Total commercial mortgage loans	4,979	5,132
Residential mortgage loans	474	338
Mortgage loans, net of allowances	$ 5,453	$ 5,470

We primarily invest in commercial mortgage loans on income producing properties including hotels, industrial properties and retail and office buildings. We diversify the commercial mortgage loan portfolio by geographic region and property type to reduce concentration risk. We evaluate mortgage loans based on relevant current information to confirm if properties are performing at a consistent and acceptable level to secure the related debt.

The distribution of commercial mortgage loans, including those under development, net of valuation allowances, by property type and geographic region, is as follows:

	March 31, 2017		December 31, 2016	
(In millions, except for percentages)	Net Carrying Value	Percentage of Total	Net Carrying Value	Percentage of Total
Property type				
Hotels	$ 998	20.0%	$ 1,025	20.0%
Retail	1,138	22.8%	1,135	22.1%
Office building	1,139	22.9%	1,217	23.7%
Industrial	682	13.7%	742	14.5%
Apartment	572	11.5%	616	12.0%
Other commercial	450	9.1%	397	7.7%
Total commercial mortgage loans	$ 4,979	100.0%	$ 5,132	100.0%
U.S. Region				
East North Central	$ 405	8.1%	$ 450	8.8%
East South Central	148	3.0%	158	3.1%
Middle Atlantic	662	13.3%	628	12.2%
Mountain	538	10.8%	543	10.6%
New England	192	3.9%	194	3.8%
Pacific	810	16.3%	833	16.2%
South Atlantic	1,192	23.9%	1,284	25.0%
West North Central	296	5.9%	306	6.0%
West South Central	663	13.3%	662	12.9%
Total U.S. Region	4,906	98.5%	5,058	98.6%
International Region	73	1.5%	74	1.4%
Total commercial mortgage loans	$ 4,979	100.0%	$ 5,132	100.0%

Our residential mortgage loan portfolio includes first lien residential mortgage loans, collateralized by properties located in the U.S. As of March 31, 2017, California, Florida and New York represented 32.7%, 12.1% and 6.6%, respectively, of the portfolio. The remaining 48.6% represented all other states, with each individual state comprising less than 5% of the portfolio. As of December 31, 2016, California, Florida and New York represented 38.9%, 9.1% and 5.1%, respectively, of the portfolio, and the remaining 46.9% represented all other states, with each individual state comprising less than 5% of the portfolio.

Mortgage Loan Valuation Allowance—The assessment of mortgage loan impairments and valuation allowances is substantially the same for residential and commercial mortgage loans. The valuation allowance was $2 million as of March 31, 2017 and December 31, 2016. We did not record any material impairments or significant activity in the valuation allowance during the three months ended March 31, 2017 or 2016.

Residential mortgage loans – The primary credit quality indicator of residential mortgage loans is loan performance. Nonperforming residential mortgage loans are 90 days or more past due and/or are in non-accrual status. As of March 31, 2017, $3 million of our residential mortgage loans were non-performing. As of December 31, 2016, all of our residential mortgage loans were performing.

Commercial mortgage loans – The following provides the aging of our commercial mortgage loan portfolio, including those under development, net of valuation allowances:

(In millions)	March 31, 2017	December 31, 2016
Current (less than 30 days past due)	$ 4,962	$ 5,111
Over 90 days past due	17	21
Total commercial mortgage loans	$ 4,979	$ 5,132

Loan-to-value and debt service coverage ratios are measures we use to assess the risk and quality of commercial mortgage loans other than those under development. Loans under development are not evaluated using these ratios as the properties underlying these loans are generally not yet income-producing and the value of the underlying property significantly fluctuates based on the progress of construction. Therefore, the risk and quality of loans under development are evaluated based on the aging and geographical distribution of such loans as shown above.

The loan-to-value ratio is expressed as a percentage of the amount of the loan relative to the value of the underlying property. A loan-to-value ratio in excess of 100% indicates the unpaid loan amount exceeds the underlying collateral. The following represents the loan-to-value ratio of the commercial mortgage loan portfolio, excluding those under development, net of valuation allowances:

(In millions)	March 31, 2017	December 31, 2016
Less than 50%	$ 1,698	$ 1,787
50% to 60%	1,333	1,337
61% to 70%	1,379	1,401
71% to 100%	461	492
Greater than 100%	34	41
Commercial mortgage loans	$ 4,905	$ 5,058

The debt service coverage ratio, based upon the most recent financial statements, is expressed as a percentage of a property's net income to its debt service payments. A debt service ratio of less than 1.0 indicates a property's operations do not generate enough income to cover debt payments. The following represents the debt service coverage ratio of the commercial mortgage loan portfolio, excluding those under development, net of valuation allowances:

(In millions)	March 31, 2017	December 31, 2016
Greater than 1.20x	$ 4,345	$ 4,378
1.00x – 1.20x	246	353
Less than 1.00x	314	327
Commercial mortgage loans	$ 4,905	$ 5,058

Real Estate—Depreciation expense on invested real estate was $3 million during the three months ended March 31, 2017 and 2016. Accumulated depreciation was $14 million and $11 million as of March 31, 2017 and December 31, 2016, respectively.

Investment Funds—Our investment fund portfolio consists of funds that employ various strategies and include investments in mortgage and real estate, credit, private equity, natural resources and hedge funds. Investment funds typically meet the definition of variable interest entities and are discussed further in *Note 4 – Variable Interest Entities*.

3. Derivative Instruments

We use a variety of derivative instruments to manage risks, primarily equity, interest rate, credit, foreign currency and market volatility. There have been no significant changes in our accounting policies related to derivatives during the three months ended March 31, 2017. See *Note 5 – Fair Value* for information about the fair value hierarchy for derivatives.

The following table presents the notional amount and fair value of derivative instruments:

	March 31, 2017			December 31, 2016		
		Fair Value			Fair Value	
(In millions)	Notional Amount	Assets	Liabilities	Notional Amount	Assets	Liabilities
Derivatives designated as hedges						
Foreign currency swaps	384	$ 10	$ 8	289	$ 11	$ 4
Interest rate swaps	302	—	—	302	—	14
Total derivatives designated as hedges		10	8		11	18
Derivatives not designated as hedges						
Equity options	27,751	1,680	2	26,822	1,336	—
Futures	8	10	1	—	9	—
Total return swaps	110	—	—	41	2	—
Foreign currency swaps	42	5	—	43	5	—
Interest rate swaps	469	1	3	568	1	5
Credit default swaps	10	—	7	10	—	7
Foreign currency forwards	1,150	2	11	805	6	10
Embedded derivatives						
Funds withheld	—	212	11	—	140	6
Interest sensitive contract liabilities	—	—	5,793	—	—	5,283
Total derivatives not designated as hedges		1,910	5,828		1,499	5,311
Total derivatives		$ 1,920	$ 5,836		$ 1,510	$ 5,329

Derivatives Designated as Hedges

Foreign currency swaps – We use foreign currency swaps to convert foreign currency denominated cash flows of an investment to U.S. dollars to reduce cash flow fluctuations due to changes in currency exchange rates. Certain of these swaps are designated and accounted for as cash flow hedges, which will expire by June 2043. During the three months ended March 31, 2017 and 2016, we had foreign currency swap losses of $5 million and $10 million, respectively, recorded in AOCI. There were no amounts reclassified to income and no amounts deemed ineffective for the three months ended March 31, 2017 and 2016. As of March 31, 2017, no amounts are expected to be reclassified to income within the next 12 months.

Interest rate swaps – We use interest rate swaps to reduce market risks from interest rate changes and to alter interest rate exposure arising from duration mismatches between assets and liabilities. Certain of these swaps entered into during the fourth quarter of 2016 are designated as fair value hedges. With an interest rate swap, we agree with another party to exchange the difference between fixed-rate and floating-rate interest amounts tied to an agreed-upon notional principal amount at specified intervals.

The following table represents the gains and losses on derivatives and the related hedged items in fair value hedge relationships, recorded in interest sensitive contract benefits on the condensed consolidated statements of income:

(In millions)	Three months ended March 31, 2017
Loss recognized on derivative	$ (1)
Gain recognized on hedged item	1
Ineffectiveness recognized on fair value hedges	$ —

Derivatives Not Designated as Hedges

Equity options – We use equity indexed options to economically hedge fixed indexed annuity products that guarantee the return of principal to the policyholder and credit interest based on a percentage of the gain in a specified market index, primarily the S&P 500. To hedge against adverse changes in equity indices, we enter into contracts to buy the equity indexed options within a limited time at a contracted price. The contracts are net settled in cash based on differentials in the indices at the time of exercise and the strike price.

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Futures – Futures contracts are purchased to hedge the growth in interest credited to the customer as a direct result of increases in the related indices. We enter into exchange-traded futures with regulated futures commission clearing brokers who are members of a trading exchange. Under exchange-traded futures contracts, we agree to purchase a specified number of contracts with other parties and to post variation margin on a daily basis in an amount equal to the difference in the daily fair values of those contracts.

Total return swaps – We purchase total rate of return swaps to gain exposure and benefit from a reference asset without ownership. Total rate of return swaps are contracts in which one party makes payments based on a set rate, either fixed or variable, while the other party makes payments based on the return of the underlying asset, which includes both the income it generates and any capital gains.

Credit default swaps – Credit default swaps provide a measure of protection against the default of an issuer or allow us to gain credit exposure to an issuer or traded index. We use credit default swaps coupled with a bond to synthetically create the characteristics of a reference bond. These transactions have a lower cost and are generally more liquid relative to the cash market. We receive a periodic premium for these transactions as compensation for accepting credit risk.

Hedging credit risk involves buying protection for existing credit risk. The exposure resulting from the agreements, which is usually the notional amount, is equal to the maximum proceeds that must be paid by a counterparty for a defaulted security. If a credit event occurs on a reference entity, then a counterparty who sold protection is required to pay the buyer the trade notional amount less any recovery value of the security.

Foreign currency forwards – We use foreign currency forward contracts to hedge certain exposures to foreign currency risk. The price is agreed upon at the time of the contract and payment is made at a specified future date.

Embedded derivatives – We have embedded derivatives which are required to be separated from their host contracts and reported as derivatives. Host contracts include reinsurance agreements structured on a modco or funds withheld basis and indexed annuity products.

The following is a summary of the gains (losses) related to derivatives not designated as hedges:

	Three months ended March 31,	
(In millions)	2017	2016
Equity options	$ 528	$ (121)
Futures	(10)	(3)
Total return swaps	5	1
Foreign currency swaps	—	6
Interest rate swaps	—	(3)
Foreign currency forwards	1	—
Embedded derivatives on funds withheld	130	28
Amounts recognized in investment related gains (losses)	654	(92)
Embedded derivatives in indexed annuity products[1]	(431)	(19)
Total gains (losses) for derivatives not designated as hedges	$ 223	$ (111)

[1] *Included in interest sensitive contract benefits.*

Credit Risk—We may be exposed to credit-related losses in the event of counterparty nonperformance on derivative financial instruments. Generally, the current credit exposure of our derivative contracts is the fair value at the reporting date less any collateral received from the counterparty.

We manage credit risk related to over-the-counter derivatives by entering into transactions with creditworthy counterparties. Where possible, we maintain collateral arrangements and use master netting agreements that provide for a single net payment from one counterparty to another at each due date and upon termination. We have also established counterparty exposure limits, where possible, in order to evaluate if there is sufficient collateral to support the net exposure.

Collateral arrangements typically require the posting of collateral in connection with its derivative instruments. Collateral agreements often contain posting thresholds, some of which may vary depending on the posting party's financial strength ratings. Additionally, a decrease in our financial strength rating to a specified level can result in settlement of the derivative position. As of March 31, 2017 and December 31, 2016, we had $11 million and $25 million, respectively, of collateral pledged to counterparties.

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The estimated fair value of our net derivative and other financial assets and liabilities after the application of master netting agreements and collateral were as follows:

		Gross amounts not offset on the condensed consolidated balance sheets				
(In millions)	Gross amount recognized[1]	Financial instruments[2]	Collateral received/pledged	Net amount	Off-balance sheet securities collateral[3]	Net amount after securities collateral
March 31, 2017						
Derivative assets	$ 1,708	$ (11)	$ (1,681)	$ 16	$ (22)	$ (6)
Derivative liabilities	(32)	11	11	(10)	—	(10)
December 31, 2016						
Derivative assets	$ 1,370	$ (8)	$ (1,383)	$ (21)	$ (26)	$ (47)
Derivative liabilities	(40)	8	25	(7)	—	(7)

[1] The gross amounts of recognized derivative assets and derivative liabilities are reported on the condensed consolidated balance sheets. As of March 31, 2017 and December 31, 2016, amounts that are not subject to master netting agreements or similar agreements were immaterial.

[2] Represents amounts offsetting derivative assets and derivative liabilities that are subject to an enforceable master netting agreement or similar agreement that are not netted against the gross derivative assets or gross derivative liabilities for presentation on the condensed consolidated balance sheets.

[3] For securities collateral received, we do not have the right to sell or re-pledge the collateral. As such, we do not record the securities on the condensed consolidated balance sheets.

4. Variable Interest Entities

Our investment funds typically meet the definition of a VIE, and in certain cases these investment funds are consolidated in our financial statements because we meet the criteria of the primary beneficiary.

Consolidated VIEs—We consolidate AAA Investments (Co-Invest VI), L.P. (CoInvest VI), AAA Investments (Co-Invest VII), L.P. (CoInvest VII), AAA Investments (Other), L.P. (CoInvest Other), London Prime Apartments Guernsey Holdings Limited (London Prime), NCL Athene, LLC (NCL LLC) and Apollo Asia Sprint Co-Investment Fund, L.P. (Sprint), which are investment funds. We are the only limited partner or Class A member in these investment funds and receive all of the economic benefits and losses, other than management fees and carried interest, as applicable, paid to the general partner in each entity, or a related entity, which are related parties. We do not have any voting rights as limited partner and, as the limited partner or Class A member, do not solely satisfy the power criteria to direct the activities that significantly impact the economics of the VIE. However, the criteria for the primary beneficiary are satisfied by our related party group and because substantially all of the activities are conducted on our behalf, we consolidate the investment funds.

No arrangement exists requiring us to provide additional funding in excess of our committed capital investment, liquidity, or the funding of losses or an increase to our loss exposure in excess of our investment in the VIEs. We elected the fair value option for certain fixed maturity and equity securities and investment funds, which are reported in the consolidated variable interest entity sections on the condensed consolidated balance sheets.

CoInvest VI, CoInvest VII and CoInvest Other were formed to make investments, including co-investments alongside private equity funds sponsored by Apollo. We received our interests in CoInvest VI, CoInvest VII and CoInvest Other as part of a contribution agreement in 2012 with AAA Guarantor – Athene, L.P. and its subsidiary, Apollo Life Re Ltd., in order to provide a capital base to support future acquisitions. London Prime was formed for the purpose of investing in Prime London Ventures Limited, a Guernsey limited company, which purchases rental residential assets across prime central London.

CoInvest VII holds a significant investment in MidCap FinCo Limited (MidCap), which is included in investment funds of consolidated VIEs on the condensed consolidated balance sheets. We have purchased pools of loans sourced by MidCap and contemporaneously sold subordinated participation interests in the loans to a subsidiary of MidCap. As of March 31, 2017 and December 31, 2016, we had $14 million due to MidCap under the subordinated participation agreement which is reflected as a secured borrowing in other liabilities on the condensed consolidated balance sheets.

During the third quarter of 2016, CoInvest VI contributed its largest investment, Norwegian Cruise Line Holdings Ltd. (NCLH) shares, to a newly formed entity, NCL LLC, in exchange for 100% of the membership interests in this entity. Subsequent to this contribution, CoInvest VI distributed its Class A membership interests in NCL LLC to us and the Class B membership interests in NCL LLC to the general partner of CoInvest VI. NCL LLC is subject to the same management fees, selling restrictions with respect to shares of NCLH, and carried interest calculation as CoInvest VI. NCL LLC classifies its NCLH shares as AFS equity securities. We are the primary beneficiary and consolidate NCL LLC, as substantially all of its activities are conducted on our behalf.

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During the first quarter of 2017, we acquired a 100% limited partnership interest in Sprint, an entity formed to make a co-investment alongside private equity funds sponsored by Apollo. The underlying investment is a structured credit facility on a nearly completed skyscraper in Southeast Asia. We are the primary beneficiary and consolidate Sprint, as substantially all of its activities are conducted on our behalf.

We previously consolidated 2012 CMBS-I Fund L.P., a Delaware limited partnership, and 2012 CMBS-II Fund L.P., a Delaware limited partnership (collectively, CMBS Funds). The CMBS Funds were originally formed with the objective of generating high risk-adjusted investment returns by investing primarily in a portfolio of eligible CMBS and using leverage through repurchase agreements treated as collateralized financing. During the fourth quarter of 2016, the CMBS Funds were fully dissolved.

Trading securities – related party – Trading securities represents investments in fixed maturity and equity securities with changes in fair value recognized in investment related gains (losses) within revenues of consolidated variable interest entities on the condensed consolidated statements of income. For the three months ended March 31, 2017 and 2016, investment related gains (losses) included losses of $4 million and $21 million, respectively, resulting from the change in unrealized gains and losses underlying trading securities we still held as of the respective period end date. Trading securities held by CoInvest VI, CoInvest VII and CoInvest Other are considered related party investments because Apollo affiliates exercise significant influence over the operations of these investees.

Investment funds – including related party – Investment funds include non-fixed income, alternative investments in the form of limited partnerships or similar legal structures that meet the definition of VIEs; however, our consolidated VIEs are not considered the primary beneficiary of these investment funds. Changes in fair value of these investment funds are included in investment related gains (losses) within revenues of consolidated variable interest entities on the condensed consolidated statements of income. Investment funds held by CoInvest VII, CoInvest Other and Sprint are considered related party investments as they are sponsored or managed by Apollo affiliates.

Fair Value – See *Note 5 – Fair Value* for a description of the levels of our fair value hierarchy and our process for determining the level we assign our assets and liabilities carried at fair value.

The following represents the hierarchy for assets and liabilities of our consolidated VIEs measured at fair value on a recurring basis:

	March 31, 2017			
(In millions)	Total	Level 1	Level 2	Level 3
Assets of consolidated variable interest entities				
Investments				
AFS securities				
Equity securities	$ 191	$ 191	$ —	$ —
Trading securities				
Fixed maturity securities	50	—	—	50
Equity securities	116	84	—	32
Investment funds	567	—	—	567
Cash and cash equivalents	2	2	—	—
Total assets of consolidated VIEs measured at fair value	$ 926	$ 277	$ —	$ 649

	December 31, 2016			
(In millions)	Total	Level 1	Level 2	Level 3
Assets of consolidated variable interest entities				
Investments				
AFS securities				
Equity securities	$ 161	$ 161	$ —	$ —
Trading securities				
Fixed maturity securities	50	—	—	50
Equity securities	117	74	—	43
Investment funds	562	—	—	562
Cash and cash equivalents	14	14	—	—
Total assets of consolidated VIEs measured at fair value	$ 904	$ 249	$ —	$ 655

Fair Value Valuation Methods—Refer to *Note 5 – Fair Value* for the valuation methods used to determine the fair value of AFS securities, trading securities, investment funds, and cash and cash equivalents.

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Level 3 Financial Instruments – The following is a reconciliation for all VIE Level 3 assets and liabilities measured at fair value on a recurring basis:

	Three months ended March 31, 2017							
(In millions)	Beginning Balance	Total realized and unrealized gains (losses) included in income	Purchases	Sales	Transfers in (out)	Other	Ending Balance	Total gains (losses) included in earnings[1]
Assets of consolidated variable interest entities								
Trading securities								
Fixed maturity securities	$ 50	$ —	$ —	$ —	$ —	$ —	$ 50	$ —
Equity securities	43	(11)	—	—	—	—	32	(11)
Investment funds	562	5	—	—	—	—	567	5
Total Level 3 assets of consolidated VIEs	$ 655	$ (6)	$ —	$ —	$ —	$ —	$ 649	$ (6)

[1] *Related to instruments held at end of period.*

	Three months ended March 31, 2016							
(In millions)	Beginning Balance	Total realized and unrealized gains (losses) included in income	Purchases	Sales	Transfers in (out)	Other	Ending Balance	Total gains (losses) included in earnings[1]
Assets of consolidated variable interest entities								
Trading securities								
Fixed maturity securities	$ 53	$ —	$ —	$ —	$ —	$ —	$ 53	$ —
Equity securities	38	—	2	—	—	—	40	—
Investment funds	516	4	8	(3)	—	—	525	4
Total Level 3 assets of consolidated VIEs	$ 607	$ 4	$ 10	$ (3)	$ —	$ —	$ 618	$ 4

[1] *Related to instruments held at end of period.*

There were no transfers between Level 1 or Level 2 during the three months ended March 31, 2017 and 2016.

Significant Unobservable Inputs – For certain Level 3 trading securities and investment funds, the valuations have significant unobservable inputs for comparable multiples and weighed average cost of capital rates applied in the valuation models. These inputs in isolation can cause significant increases or decreases in fair value. Specifically, the comparable multiples are multiplied by the underlying investment's earnings before interest, tax, depreciation and amortization to establish the total enterprise value of the underlying investments. We use a comparable multiple consistent with the implied trading multiple of public industry peers.

For other Level 3 trading securities, valuations are performed using a discounted cash flow model. For a discounted cash flow model, the significant input is the discount rate applied to present value the projected cash flows. An increase in the discount rate can significantly lower the fair value; a decrease in the discount rate can significantly increase the fair value. The discount rate is determined by considering the weighted average cost of capital calculation of companies in similar industries with comparable debt to equity ratios.

Fair Value Option – The following represents the gains (losses) recorded for instruments within the consolidated VIEs for which we have elected the fair value option:

	Three months ended March 31,	
(In millions)	2017	2016
Trading securities, equity securities	$ (4)	$ (18)
Investment funds	5	4
Total gains (losses)	$ 1	$ (14)

Fair Value of Financial Instruments Not Held at Fair Value – Assets of consolidated variable interest entities includes $32 million and $11 million of investment funds accounted for under the equity method and, therefore, not carried at fair value as of March 31, 2017 and December 31, 2016, respectively; however, the carrying amount approximates fair value.

Commitments and Contingencies – Included in assets of CoInvest VI are equity investments in publicly traded shares of Caesars Entertainment Corporation (CEC) and Caesars Acquisition Company (CAC). We received the CEC and CAC shares as part of a contribution agreement in 2012 with AAA Guarantor - Athene, L.P. and its subsidiary, Apollo Life Re Ltd., in order to provide a capital base to support future acquisitions. There are pending claims against CEC, CAC and/or others, related to certain guaranties issued for debt of Caesars Entertainment Operating Company, Inc. (CEOC) and/or certain transactions involving CEOC and certain of its subsidiaries (collectively, Debtors), CEC, CAC and others. CEC and the Debtors announced on or about September 26, 2016 that CEC and CEOC had received confirmations from representatives of CEOC's major creditor groups of those groups' support for a term sheet that describes the key economic terms of a proposed consensual chapter 11 plan for the Debtors. The plan, containing such terms and further including such other terms respecting, among other things, the merger of CAC into CEC, that CoInvest VI and others will not retain their pre-merger CEC shares, that CoInvest VI and others will retain the value of their CAC shares when receiving shares in the merged CEC, and that CoInvest VI and others will receive releases to the fullest extent permitted by law, was confirmed by the Bankruptcy Court by order dated January 17, 2017. Conditions precedent to the effective date of the plan include regulatory approvals from the various gaming regulators, CEC and CAC shareholders' approval of the proposed merger, and securing required financings. As a result, CoInvest VI has recorded a liability of $30 million for the entire carrying value of the CEC shares. As of March 31, 2017, CoInvest VI's investment in CAC is carried at its fair value of $52 million.

Non-Consolidated Securities and Investment Funds—We invest in certain other entities meeting the definition of a VIE or voting interest entity (VOE). We do not consolidate such VIEs for which we do not meet the criteria of primary beneficiary as described below. We also do not consolidate such VOEs for which we do not have control.

Fixed Maturity Securities – We invest in securitization entities as a debt holder or an investor in the residual interest of the securitization vehicle, which are included in fixed maturity securities on the condensed consolidated balance sheets. These entities are deemed VIEs due to insufficient equity within the structure and lack of control by the equity investors over the activities that significantly impact the economics of the entity. In general, we are a debt investor within these entities and, as such, hold a variable interest; however, due to the debt holders' lack of ability to control the decisions within the trust that significantly impact the entity, and the fact the debt holders are protected from losses due to the subordination by the equity tranche, the debt holders are not deemed the primary beneficiary. Securitization vehicles in which we hold the residual tranche are not consolidated because we do not unilaterally have substantive rights to remove the general partner, or when assessing related party interests, we are not under common control, as defined by GAAP, with the related party, nor are substantially all of the activities conducted on our behalf; therefore, we are not deemed the primary beneficiary. Debt investments and investments in the residual tranche of securitization entities are considered debt instruments and are held at fair value on the balance sheet and classified as AFS or trading.

Investment funds – Investment funds include non-fixed income, alternative investments in the form of limited partnerships or similar legal structures that meet the definition of VIEs or VOEs.

A portion of these investment funds are sponsored and managed by unrelated parties in which we, as limited partner, do not have the power to direct the activities that most significantly impact the economic performance of the fund, nor do we unilaterally have substantive rights to remove the general partner or dissolve the entity without cause. As a result, we do not meet the power criterion to be considered the primary beneficiary and do not consolidate these VIEs in our financial statements. Investment funds managed by unrelated parties and classified as VOEs are not consolidated as we do not own a majority voting interest and have no other substantive rights that would provide control.

We also have equity interests in investment funds where the general partner or investment manager is a related party. We have determined we are not under common control, as defined by GAAP, with the related party, nor are we deemed to be the primary beneficiary. As a result, investments in these VIEs are not consolidated.

We account for non-consolidated investment funds where we are able to exercise significant influence over the entity under the equity method or by electing the fair value option. For non-consolidated investment funds where we are not able to exercise significant influence, we elect the fair value option. Our investments in investment funds are generally passive in nature as we do not take an active role in the investment fund's management.

Our risk of loss associated with our non-consolidated VIEs and VOEs is limited and depends on the investment as follows: (1) investment funds accounted for under the equity method are limited to our initial investment plus unfunded commitments; (2) investment funds under the fair value option are limited to the fair value plus unfunded commitments; (3) AFS securities and other investments are limited to cost or amortized cost; and (4) trading securities are limited to carrying value.

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The following summarizes the carrying value and maximum loss exposure of these non-consolidated VIEs and VOEs:

	March 31, 2017		December 31, 2016	
(In millions)	Carrying Value	Maximum Loss Exposure	Carrying Value	Maximum Loss Exposure
Investment funds	$ 689	$ 1,048	$ 689	$ 1,026
Investment in related parties – investment funds	1,276	1,546	1,198	1,485
Assets of consolidated variable interest entities – investment funds	599	621	573	593
Investment in fixed maturity securities	19,995	19,578	19,171	19,090
Investment in related parties – fixed maturity securities	530	528	530	536
Total non-consolidated VIEs	$ 23,089	$ 23,321	$ 22,161	$ 22,730

The following summarizes our investment funds, including related party investment funds and investment funds owned by consolidated VIEs:

	March 31, 2017			December 31, 2016		
(In millions, except for percentages and years)	Carrying value	Percent of total	Life of underlying funds in years	Carrying value	Percent of total	Life of underlying funds in years
Investment funds						
Private equity	$ 245	35.6%	0 – 7	$ 268	38.9%	0 – 7
Mortgage and real estate	143	20.8%	0 – 6	118	17.2%	0 – 4
Natural resources	5	0.7%	0 – 1	5	0.7%	1 – 2
Hedge funds	69	10.0%	0 – 3	72	10.4%	0 – 3
Credit funds	227	32.9%	0 – 5	226	32.8%	0 – 5
Total investment funds	689	100.0%		689	100.0%	
Investment funds – related parties						
Private equity – A-A Mortgage[1]	366	28.7%	5 – 5	343	28.6%	3 – 3
Private equity – other	152	11.9%	0 – 10	131	11.0%	0 – 10
Mortgage and real estate	262	20.5%	0 – 4	247	20.6%	1 – 4
Natural resources	76	6.0%	5 – 5	49	4.1%	5 – 5
Hedge funds	180	14.1%	9 – 9	192	16.0%	9 – 9
Credit funds	240	18.8%	1 – 3	236	19.7%	2 – 3
Total investment funds – related parties	1,276	100.0%		1,198	100.0%	
Investment funds owned by consolidated VIEs						
Private equity – MidCap[2]	528	88.1%	N/A	524	91.4%	N/A
Credit funds	39	6.5%	0 – 3	38	6.7%	0 – 3
Mortgage and real assets	32	5.4%	2 – 3	11	1.9%	2 – 3
Total investment funds owned by consolidated VIEs	599	100.0%		573	100.0%	
Total investment funds including related parties and funds owned by consolidated VIEs	$ 2,564			$ 2,460		

[1] *A-A Mortgage Opportunities, LP (A-A Mortgage) is a platform to originate residential mortgage loans and mortgage servicing rights.*

[2] *Our total investment in MidCap, including amounts advanced under credit facilities, totaled $766 million and $761 million as of March 31, 2017 and December 31, 2016, respectively, which is greater than 10% of total AHL shareholders' equity at the respective period end dates.*

Summarized Ownership of Investment Funds—The following table presents the carrying value by ownership percentage of equity method investment funds, including related party investment funds and investment funds owned by consolidated VIEs:

(In millions)	March 31, 2017	December 31, 2016
Ownership Percentage		
100%	$ 25	$ 27
50% – 99%	557	478
Greater than 3% – 49%	1,295	1,294
Equity method investment funds	$ 1,877	$ 1,799

The following table presents the carrying value by ownership percentage of investment funds where we elected the fair value option, including related party investment funds and investment funds owned by consolidated VIEs:

(In millions)	March 31, 2017	December 31, 2016
Ownership Percentage		
Greater than 3% – 49%	$ 567	$ 562
3% or less	120	99
Fair value option investment funds	$ 687	$ 661

5. Fair Value

Fair value is the price we would receive to sell an asset or pay to transfer a liability (exit price) in an orderly transaction between market participants. We determine fair value based on the following fair value hierarchy:

Level 1 – Unadjusted quoted prices for identical assets or liabilities in an active market.

Level 2 – Quoted prices for inactive markets or valuation techniques that require observable direct or indirect inputs for substantially the full term of the asset or liability. Level 2 inputs include the following:

- Quoted prices for similar assets or liabilities in active markets,
- Observable inputs other than quoted market prices, and
- Observable inputs derived principally from market data through correlation or other means.

Level 3 – Prices or valuation techniques with unobservable inputs significant to the overall fair value estimate. These valuations use critical assumptions not readily available to market participants. Level 3 valuations are based on market standard valuation methodologies, including discounted cash flows, matrix pricing or other similar techniques.

The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure fair value fall within different levels of the hierarchy, the category level is based on the lowest priority level input that is significant to the instrument's fair value measurement.

We use a number of valuation sources to determine fair values. Valuation sources can include quoted market prices; third-party commercial pricing services; third-party brokers; industry-standard, vendor modeling software that uses market observable inputs; and other internal modeling techniques based on projected cash flows. We periodically review the assumptions and inputs of third-party commercial pricing services through internal valuation price variance reviews, comparisons to internal pricing models, back testing to recent trades, or monitoring trading volumes.

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The following represents the hierarchy for our assets and liabilities measured at fair value on a recurring basis:

	March 31, 2017				
(In millions)	Total	NAV[1]	Level 1	Level 2	Level 3
Assets					
AFS securities					
Fixed maturity securities					
U.S. government and agencies	$ 60	$ —	$ 28	$ 32	$ —
U.S. state, municipal and political subdivisions	1,140	—	—	1,140	—
Foreign governments	2,031	—	—	2,018	13
Corporate	31,567	—	—	31,077	490
CLO	5,021	—	—	4,921	100
ABS	3,260	—	—	2,038	1,222
CMBS	1,860	—	—	1,713	147
RMBS	9,286	—	—	9,226	60
Total AFS fixed maturity securities	54,225	—	28	52,165	2,032
Equity securities	422	—	83	334	5
Total AFS securities	54,647	—	111	52,499	2,037
Trading securities					
Fixed maturity securities					
U.S. government and agencies	3	—	3	—	—
U.S. state, municipal and political subdivisions	141	—	—	124	17
Corporate	1,434	—	—	1,434	—
CLO	27	—	—	—	27
ABS	84	—	—	84	—
CMBS	73	—	—	73	—
RMBS	384	—	—	302	82
Total trading fixed maturity securities	2,146	—	3	2,017	126
Equity securities	449	—	—	449	—
Total trading securities	2,595	—	3	2,466	126
Mortgage loans	44	—	—	—	44
Investment funds	97	97	—	—	—
Funds withheld at interest – embedded derivative	212	—	—	—	212
Derivative assets	1,708	—	10	1,698	—
Short-term investments	166	—	28	138	—
Cash and cash equivalents	2,563	—	2,563	—	—
Restricted cash	73	—	73	—	—
Investments in related parties					
AFS, fixed maturity securities					
CLO	306	—	—	306	—
ABS	55	—	—	55	—
Total AFS securities – related party	361	—	—	361	—
Trading securities, CLO	169	—	—	38	131
Investment funds	23	23	—	—	—
Short-term investments	20	—	—	—	20
Reinsurance recoverable	1,738	—	—	—	1,738
Total assets measured at fair value	$ 64,416	$ 120	$ 2,788	$ 57,200	$ 4,308

(Continued)

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	March 31, 2017				
(In millions)	Total	NAV[1]	Level 1	Level 2	Level 3
Liabilities					
Interest sensitive contract liabilities					
Embedded derivative	$ 5,793	$ —	$ —	$ —	$ 5,793
Universal life benefits	910	—	—	—	910
Unit-linked contracts	429	—	—	429	—
Future policy benefits					
AmerUs Closed Block	1,602	—	—	—	1,602
ILICO Closed Block and life benefits	813	—	—	—	813
Derivative liabilities	32	—	1	24	7
Funds withheld liability – embedded derivative	11	—	—	11	—
Total liabilities measured at fair value	$ 9,590	$ —	$ 1	$ 464	$ 9,125

[1] *Investments measured at NAV as a practical expedient in determining fair value have not been classified in the fair value hierarchy.*

(Concluded)

	December 31, 2016				
(In millions)	Total	NAV[1]	Level 1	Level 2	Level 3
Assets					
AFS securities					
Fixed maturity securities					
U.S. government and agencies	$ 60	$ —	$ 29	$ 31	$ —
U.S. state, municipal and political subdivisions	1,140	—	—	1,135	5
Foreign governments	2,235	—	—	2,221	14
Corporate	30,020	—	—	29,650	370
CLO	4,822	—	—	4,664	158
ABS	2,936	—	—	1,776	1,160
CMBS	1,847	—	—	1,695	152
RMBS	8,973	—	—	8,956	17
Total AFS fixed maturity securities	52,033	—	29	50,128	1,876
Equity securities	353	—	79	269	5
Total AFS securities	52,386	—	108	50,397	1,881
Trading securities					
Fixed maturity securities					
U.S. government and agencies	3	—	3	—	—
U.S. state, municipal and political subdivisions	137	—	—	120	17
Corporate	1,423	—	—	1,423	—
CLO	43	—	—	—	43
ABS	82	—	—	82	—
CMBS	81	—	—	81	—
RMBS	387	—	—	291	96
Total trading fixed maturity securities	2,156	—	3	1,997	156
Equity securities	425	—	—	425	—
Total trading securities	2,581	—	3	2,422	156

(Continued)

	December 31, 2016				
(In millions)	Total	NAV[1]	Level 1	Level 2	Level 3
Mortgage loans	44	—	—	—	44
Investment funds	99	99	—	—	—
Funds withheld at interest – embedded derivative	140	—	—	—	140
Derivative assets	1,370	—	9	1,361	—
Short-term investments	189	—	19	170	—
Cash and cash equivalents	2,445	—	2,445	—	—
Restricted cash	57	—	57	—	—
Investments in related parties					
AFS, fixed maturity securities					
CLO	279	—	—	279	—
ABS	56	—	—	—	56
Total AFS fixed maturity securities	335	—	—	279	56
AFS, equity securities	20	—	20	—	—
Total AFS securities – related party	355	—	20	279	56
Trading securities, CLO	195	—	—	—	195
Reinsurance recoverable	1,692	—	—	—	1,692
Total assets measured at fair value	$ 61,553	$ 99	$ 2,661	$ 54,629	$ 4,164
Liabilities					
Interest sensitive contract liabilities					
Embedded derivative	$ 5,283	$ —	$ —	$ —	$ 5,283
Universal life benefits	883	—	—	—	883
Unit-linked contracts	408	—	—	408	—
Future policy benefits					
AmerUs Closed Block	1,606	—	—	—	1,606
ILICO Closed Block and life benefits	794	—	—	—	794
Derivative liabilities	40	—	—	33	7
Funds withheld liability – embedded derivative	6	—	—	6	—
Total liabilities measured at fair value	$ 9,020	$ —	$ —	$ 447	$ 8,573

[1] *Investments measured at NAV as a practical expedient in determining fair value have not been classified in the fair value hierarchy.*

(Concluded)

Refer to *Note 4 – Variable Interest Entities* for fair value disclosures associated with consolidated VIEs.

Fair Value Valuation Methods—We used the following valuation methods and assumptions to estimate fair value:

AFS and trading securities
Fixed maturity – We obtain the fair value for most marketable bonds without an active market from several commercial pricing services. These are classified as Level 2 assets. The pricing services incorporate a variety of market observable information in their valuation techniques, including benchmark yields, trading activity, credit quality, issuer spreads, bids, offers and other reference data. This category typically includes U.S. and non-U.S. corporate bonds, U.S. agency and government guaranteed securities, ABS, CMBS and RMBS.

We value privately placed fixed maturity securities based on the credit quality and duration of comparable marketable securities, which may be securities of another issuer with similar characteristics. In some instances, we use a matrix-based pricing model. These models consider the current level of risk-free interest rates, corporate spreads, credit quality of the issuer and cash flow characteristics of the security. We also consider additional factors such as net worth of the borrower, value of collateral, capital structure of the borrower, presence of guarantees and our evaluation of the borrower's ability to compete in its relevant market. Privately placed fixed maturity securities are classified as Level 2 or 3.

Equity securities – Fair values of publicly traded equity securities are based on quoted market prices and classified as Level 1. Other equity securities, typically private equities or equity securities not traded on an exchange, we value based on other sources, such as commercial pricing services or brokers and are classified as Level 2 or 3.

Mortgage loans – Mortgage loans for which we have elected the fair value option or those held for sale are carried at fair value. We estimate fair value on a monthly basis using discounted cash flow analysis and rates being offered for similar loans to borrowers with similar credit ratings. Loans with similar characteristics are aggregated for purposes of the calculations. The discounted cash flow model uses unobservable inputs, including estimates of discount rates and loan prepayments. Mortgage loans are classified as Level 3.

Funds withheld (embedded derivative) – We estimate the fair value of the embedded derivative based on the change in the fair value of the assets supporting the funds withheld payable under the combined coinsurance, modco and coinsurance funds withheld reinsurance agreements. As a result, the fair value of the embedded derivative is classified as Level 2 or 3 based on the valuation methods used for the assets held in trust supporting the reinsurance agreements.

Derivatives – Derivative contracts can be exchange traded or over-the-counter. Exchange-traded derivatives typically fall within Level 1 of the fair value hierarchy depending on trading activity. Over-the-counter derivatives are valued using valuation models or an income approach using third-party broker valuations. Valuation models require a variety of inputs, including contractual terms, market prices, yield curves, credit curves, measures of volatility, prepayment rates and correlation of the inputs. We consider and incorporate counterparty credit risk in the valuation process through counterparty credit rating requirements and monitoring of overall exposure. We also evaluate and include our own nonperformance risk in valuing derivatives. The majority of our derivatives trade in liquid markets; therefore, we can verify model inputs and model selection does not involve significant management judgment. These are typically classified within Level 2 of the fair value hierarchy.

Cash and cash equivalents – The carrying amount for cash equals fair value. We estimate the fair value for cash equivalents based on quoted market prices. These assets are classified as Level 1.

Interest sensitive contract liabilities (embedded derivative) – Embedded derivatives related to interest sensitive contract liabilities with fixed indexed annuity products are classified as Level 3. The valuations include significant unobservable inputs associated with economic assumptions and actuarial assumptions for policyholder behavior.

Unit-linked contracts – Unit-linked contracts are valued based on the fair value of the investments supporting the contract. The underlying investments are trading securities comprised primarily of mutual funds. The valuations of these are based on quoted market prices for similar assets and are classified in Level 2, resulting in a corresponding classification for the unit-linked contracts.

AmerUs Closed Block – We elected the fair value option for the future policy benefits liability in the AmerUs Closed Block. Our valuation technique is to set the fair value of policyholder liabilities equal to the fair value of assets. There is an additional component which captures the fair value of the open block's cost to hold capital in excess of existing liabilities on the closed block. This component uses a present value of future cash flows, which includes investment earnings and policyholder liability movements. Unobservable inputs include estimates for these items. The target surplus as a percentage of statutory reserves is 3.85% based on the statutory risk-based capital ratio applicable to this block of business. The AmerUs Closed Block policyholder liabilities and any corresponding reinsurance recoverable are classified as Level 3.

ILICO Closed Block – We elected the fair value option for the ILICO Closed Block. Our valuation technique is to set the fair value of policyholder liabilities equal to the fair value of assets. There is an additional component which captures the fair value of the open block's obligations to the closed block business. This component uses the present value of future cash flows. The cash flows include commissions, administrative expenses, reinsurance premiums and benefits, and an explicit cost of capital. Unobservable inputs include estimates for these items. The explicit cost of capital assumption is 9% of required capital, post tax. A margin of 8.94% is included in the discount rates to reflect the business risk. An additional 0.26% is included to reflect non-performance risk. The ILICO Closed Block policyholder liabilities and corresponding reinsurance recoverable are classified as Level 3.

Universal life liabilities and other life benefits – We elected the fair value option for certain blocks of universal and other life business ceded to Global Atlantic Financial Group Limited (together with its subsidiaries, Global Atlantic). We use a present value of liability cash flows. Unobservable inputs include estimates of mortality, persistency, expenses, premium payments and a risk margin used in the discount rates that reflects the riskiness of the business. The risk margin was 0.09%. These universal life policyholder liabilities and corresponding reinsurance recoverable are classified as Level 3.

Fair Value Option—The following represents the gains (losses) recorded for instruments for which we have elected the fair value option:

	Three months ended March 31,	
(In millions)	2017	2016
Trading securities	$ 2	$ 12
Investment funds	7	3
Future policy benefits	4	(53)
Total gains (losses)	$ 13	$ (38)

Gains and losses on trading securities are recorded in investment related gains (losses) on the condensed consolidated statements of income. For fair value option mortgage loans, we record interest income in net investment income and subsequent changes in fair value in investment related gains (losses) on the condensed consolidated statements of income. Gains and losses related to investment funds, including related party investment funds, are recorded in net investment income on the condensed consolidated statements of income. We record the change in fair value of future policy benefits to future policy and other policy benefits on the condensed consolidated statements of income.

The following summarizes information for fair value option mortgage loans:

(In millions)	March 31, 2017	December 31, 2016
Unpaid principal balance	$ 42	$ 42
Mark to fair value	2	2
Fair value	$ 44	$ 44

There were no fair value option mortgage loans 90 days or more past due as of March 31, 2017 and December 31, 2016.

Transfers Between Levels—Transfers into Level 3 generally represent securities that were valued using pricing sources which, due to changing market conditions, were less observable than in prior periods as indicated by the increased volatility, which was reflected in vendor prices obtained for individual securities. Additionally, changes in pricing sources also led to securities transferring into Level 3.

Transfers out of Level 3 generally represent securities that were valued using pricing sources which, due to changing market conditions, were more observable than in prior periods as indicated by decreased volatility, which was reflected in vendor prices obtained for individual securities. Additionally, changes in pricing sources also led to securities transferring into Level 2.

Transfers into or out of any level are assumed to occur at the end of the period. For the three months ended March 31, 2017 and 2016, there were no transfers between Level 1 and Level 2.

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Level 3 Financial Instruments—The following is a reconciliation for all Level 3 assets and liabilities measured at fair value on a recurring basis:

	Three months ended March 31, 2017							
		Total realized and unrealized gains (losses)			Transfers			
(In millions)	Beginning Balance	Included in income	Included in OCI	Purchases, issuances, sales and settlements, net	In	(Out)	Ending Balance	Total gains (losses) included in earnings[1]
Assets								
AFS securities								
Fixed maturity								
U.S. state, municipal and political subdivisions	$ 5	$ 16	$ (1)	$ (20)	$ —	$ —	$ —	$ —
Foreign governments	14	—	—	(1)	—	—	13	—
Corporate	370	1	6	92	21	—	490	—
CLO	158	—	4	3	29	(94)	100	—
ABS	1,160	4	14	75	—	(31)	1,222	—
CMBS	152	39	—	—	—	(44)	147	—
RMBS	17	—	1	—	50	(8)	60	—
Equity securities	5	—	—	—	—	—	5	—
Trading securities								
Fixed maturity								
U.S. state, municipal and political subdivisions	17	—	—	—	—	—	17	—
CLO	43	(1)	—	(15)	—	—	27	1
RMBS	96	(5)	—	2	—	(11)	82	(1)
Mortgage loans	44	—	—	—	—	—	44	—
Funds withheld at interest – embedded derivative	140	72	—	—	—	—	212	—
Investments in related parties								
AFS securities								
Fixed maturity								
ABS	56	—	1	(2)	—	(55)	—	—
Trading securities, CLO	195	(12)	—	(14)	—	(38)	131	(12)
Short-term investments	—	—	—	20	—	—	20	—
Reinsurance recoverable	1,692	46	—	—	—	—	1,738	—
Total Level 3 assets	$ 4,164	$ 160	$ 25	$ 140	$ 100	$ (281)	$ 4,308	$ (12)
Liabilities								
Interest sensitive contract liabilities								
Embedded derivative	$ (5,283)	$ (431)	$ —	$ (79)	$ —	$ —	$ (5,793)	$ —
Universal life liabilities	(883)	(27)	—	—	—	—	(910)	—
Future policy benefits								
AmerUs Closed Block	(1,606)	4	—	—	—	—	(1,602)	—
ILICO Closed Block and life benefits	(794)	(19)	—	—	—	—	(813)	—
Derivative liabilities	(7)	—	—	—	—	—	(7)	—
Total Level 3 liabilities	$ (8,573)	$ (473)	$ —	$ (79)	$ —	$ —	$ (9,125)	$ —

[1] *Related to instruments held at end of period.*

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(In millions)	Three months ended March 31, 2016							
		Total realized and unrealized gains (losses)			Transfers			
	Beginning balance	Included in income	Included in OCI	Purchases, issuances, sales and settlements, net	In	Out	Ending balance	Total gains (losses) included in earnings[1]
Assets								
AFS securities								
Fixed maturity								
Foreign governments	$ 17	$ 1	$ —	$ (1)	$ —	$ —	$ 17	$ —
Corporate	636	—	2	(12)	11	(188)	449	—
CLO	517	2	(22)	—	729	(189)	1,037	—
ABS	1,813	52	(17)	(510)	103	(80)	1,361	—
CMBS	67	—	—	29	12	(25)	83	—
RMBS	758	1	(7)	(63)	—	—	689	—
Equity securities	9	—	1	—	—	—	10	—
Trading securities								
Fixed maturity								
U.S. state, municipal and political subdivisions	17	—	—	—	—	—	17	—
Corporate	16	(1)	—	(4)	—	(11)	—	3
CLO	108	(11)	—	—	—	—	97	(8)
ABS	98	(2)	—	—	—	—	96	—
RMBS	29	(1)	—	48	—	(5)	71	(1)
Mortgage loans	48	(1)	—	(2)	—	—	45	(1)
Funds withheld at interest – embedded derivative	36	1	—	—	—	—	37	—
Investments in related parties								
AFS securities								
Fixed maturity								
CLO	7	—	(1)	—	40	—	46	—
ABS	60	—	—	(1)	—	—	59	—
Trading securities, CLO	191	(13)	—	9	26	—	213	9
Reinsurance recoverable	2,377	(365)	—	—	—	—	2,012	—
Total Level 3 assets	$ 6,804	$ (337)	$ (44)	$ (507)	$ 921	$ (498)	$ 6,339	$ 2
Liabilities								
Interest sensitive contract liabilities								
Embedded derivative	$ (4,477)	$ (22)	$ —	$ (104)	$ —	$ —	$ (4,603)	$ —
Universal life liabilities	(1,464)	345	—	—	—	—	(1,119)	—
Future policy benefits								
AmerUs Closed Block	(1,581)	(53)	—	—	—	—	(1,634)	—
ILICO Closed Block and life benefits	(897)	20	—	—	—	—	(877)	—
Derivative liabilities	(7)	(1)	—	—	—	—	(8)	—
Total Level 3 liabilities	$ (8,426)	$ 289	$ —	$ (104)	$ —	$ —	$ (8,241)	$ —

[1] *Related to instruments held at end of period.*

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The following represents the gross components of purchases, issuances, sales and settlements, net, shown above:

	Three months ended March 31, 2017				
(In millions)	Purchases	Issuances	Sales	Settlements	Purchases, issuances, sales and settlements, net
Assets					
AFS securities					
Fixed maturity					
U.S. state, municipal and political subdivisions	$ —	$ —	$ —	$ (20)	$ (20)
Foreign governments	—	—	—	(1)	(1)
Corporate	94	—	—	(2)	92
CLO	13	—	(2)	(8)	3
ABS	103	—	—	(28)	75
Trading securities					
Fixed maturity					
CLO	—	—	(15)	—	(15)
RMBS	2	—	—	—	2
Investments in related parties					
AFS securities					
Fixed maturity					
ABS	5	—	—	(7)	(2)
Trading securities, CLO	—	—	(14)	—	(14)
Short-term investments	20	—	—	—	20
Total Level 3 assets	$ 237	$ —	$ (31)	$ (66)	$ 140
Liabilities					
Interest sensitive contract liabilities					
Embedded derivative	$ —	$ (110)	$ —	$ 31	$ (79)
Total Level 3 liabilities	$ —	$ (110)	$ —	$ 31	$ (79)

	Three months ended March 31, 2016				
(In millions)	Purchases	Issuances	Sales	Settlements	Purchases, issuances, sales and settlements, net
Assets					
AFS securities					
Fixed maturity					
Foreign governments	$ —	$ —	$ —	$ (1)	$ (1)
Corporate	10	—	(21)	(1)	(12)
ABS	41	—	—	(551)	(510)
CMBS	29	—	—	—	29
RMBS	13	—	—	(76)	(63)
Trading securities					
Fixed maturity					
Corporate	—	—	(4)	—	(4)
RMBS	48	—	—	—	48
Mortgage loans	—	—	—	(2)	(2)
Investments in related parties					
AFS securities					
Fixed maturity					
ABS	—	—	—	(1)	(1)
Trading securities, CLO	25	—	(16)	—	9
Total Level 3 assets	$ 166	$ —	$ (41)	$ (632)	$ (507)
Liabilities					
Interest sensitive contract liabilities					
Embedded derivative	$ —	$ (144)	$ —	$ 40	$ (104)
Total Level 3 liabilities	$ —	$ (144)	$ —	$ 40	$ (104)

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Significant Unobservable Inputs—Significant unobservable inputs occur when we could not obtain or corroborate the quantitative detail of the inputs. This applies to AFS securities, trading securities, mortgage loans and credit default swaps. Additional significant unobservable inputs are described below.

Fixed maturity securities – For certain fixed maturity securities, internal models are used to calculate the fair value. We use a discounted cash flow approach. The discount rate is the significant unobservable input due to the determined credit spread being internally developed, illiquid, or as a result of other adjustments made to the base rate. The base rate represents a market comparable rate for securities with similar characteristics. As of March 31, 2017, discounts ranged from 3% to 7%. This excludes assets for which significant unobservable inputs are not developed internally, primarily consisting of broker quotes.

Interest sensitive contract liabilities – embedded derivative – Significant unobservable inputs we use in the fixed indexed annuities embedded derivative of the interest sensitive contract liabilities valuation include:

1. Non-performance risk – For contracts we issue, we use the credit spread from the U.S. treasury curve based on our public credit rating as of the valuation date. This represents our credit risk for use in the estimate of the fair value of embedded derivatives. For contracts reinsured through funds withheld reinsurance, the cedant company holds collateral against its exposure; therefore, immaterial non-performance risk is ascribed to these contracts.
2. Option budget – We assume future hedge costs in the derivative's fair value estimate. The level of option budgets determines the future costs of the options and impacts future policyholder account value growth.
3. Policyholder behavior – We regularly review the lapse and withdrawal assumptions (surrender rate). These are based on our initial pricing assumptions updated for actual experience. Actual experience may be limited for recently issued products.

The following summarizes the unobservable inputs for the embedded derivatives of fixed indexed annuities:

	March 31, 2017				
(In millions, except for percentages)	Fair value	Valuation technique	Unobservable inputs	Input/range of inputs	Impact of an increase in the input on fair value
Interest sensitive contract liabilities – fixed indexed annuities embedded derivatives	$ 5,793	Option budget method	Non-performance risk	0.5% – 1.5%	Decrease
			Option budget	0.8% – 3.8%	Increase
			Surrender rate	0.0% – 15.8%	Decrease

	December 31, 2016				
(In millions, except for percentages)	Fair value	Valuation technique	Unobservable inputs	Input/range of inputs	Impact of an increase in the input on fair value
Interest sensitive contract liabilities – fixed indexed annuities embedded derivatives	$ 5,283	Option budget method	Non-performance risk	0.7% – 1.5%	Decrease
			Option budget	0.8% – 3.8%	Increase
			Surrender rate	0.0% – 16.3%	Decrease

Fair Value of Financial Instruments Not Carried at Fair Value—The following represents our financial instruments not carried at fair value on the condensed consolidated balance sheets:

		March 31, 2017		December 31, 2016	
(In millions)	Fair Value Level	Carrying Value	Fair Value	Carrying Value	Fair Value
Assets					
Mortgage loans	3	$ 5,409	$ 5,555	$ 5,426	$ 5,560
Investment funds	NAV[1]	592	592	590	590
Policy loans	2	579	579	602	602
Funds withheld at interest	3	6,381	6,381	6,398	6,398
Other investments	3	82	82	81	81
Investments in related parties					
Investment funds	NAV[1]	1,253	1,253	1,198	1,198
Other investments	3	238	265	237	262
Total assets not carried at fair value		$ 14,534	$ 14,707	$ 14,532	$ 14,691
Liabilities					
Interest sensitive contract liabilities	3	$ 28,163	$ 27,469	$ 27,628	$ 26,600
Funds withheld liability	2	371	371	374	374
Total liabilities not carried at fair value		$ 28,534	$ 27,840	$ 28,002	$ 26,974

[1] *Investments measured at NAV as a practical expedient in determining fair value have not been classified in the fair value hierarchy.*

We estimate the fair value for financial instruments not carried at fair value using the same methods and assumptions as those we carry at fair value. The financial instruments presented above are reported at carrying value on the condensed consolidated balance sheets; however, in the case of policy loans, funds withheld at interest and liability, and other investments, the carrying amount approximates fair value.

Investment in related parties – Other investments – The fair value of related party other investments is determined using a discounted cash flow model using discount rates for similar investments.

Interest sensitive contract liabilities – The carrying and fair value of interest sensitive contract liabilities above includes fixed indexed and traditional fixed annuities without mortality or morbidity risks, funding agreements and payout annuities without life contingencies. The embedded derivatives within fixed indexed annuities without mortality or morbidity risks are excluded, as they are carried at fair value. The valuation of these investment contracts is based on discounted cash flow methodologies using significant unobservable inputs. The estimated fair value is determined using current market risk-free interest rates, adding a spread to reflect our nonperformance risk and subtracting a risk margin to reflect uncertainty inherent in the projected cash flows.

6. Reinsurance

During the three months ended March 31, 2017, we novated certain open blocks of business ceded to Global Atlantic, in accordance with the terms of the coinsurance and assumption agreement. As a result of the novation, interest sensitive contract liabilities decreased $106 million, future policy benefits decreased $4 million, policy loans decreased $4 million, and reinsurance recoverable decreased $106 million.

7. Deferred Acquisition Costs, Deferred Sales Inducements and Value of Business Acquired

The following represents a rollforward of deferred acquisition costs (DAC), deferred sales inducements (DSI) and value of business acquired (VOBA):

(In millions)	DAC	DSI	VOBA	Total
Balance at December 31, 2016	$ 1,148	$ 462	$ 1,354	$ 2,964
Additions	105	37	—	142
Amortization	(59)	(18)	(49)	(126)
Impact of unrealized investment (gains) losses	(27)	(13)	(45)	(85)
Balance at March 31, 2017	$ 1,167	$ 468	$ 1,260	$ 2,895

(In millions)	DAC	DSI	VOBA	Total
Balance at December 31, 2015	$ 707	$ 321	$ 1,635	$ 2,663
Additions	97	37	—	134
Amortization	(6)	(4)	(22)	(32)
Impact of unrealized investment (gains) losses	(7)	(4)	(38)	(49)
Balance at March 31, 2016	$ 791	$ 350	$ 1,575	$ 2,716

8. Common Stock

During the three months ended March 31, 2017, a total of 24,030,251 Class B shares were converted to Class A shares in connection with the distribution of Class B shares by AP Alternative Assets, L.P. to its unitholders, or in order to participate in the follow-on offering of our Class A shares, which was priced on March 28, 2017. We did not sell any shares in the offering.

Stock-based Compensation—Stock-based compensation was an expense of $16 million and a benefit of $15 million for the three months ended March 31, 2017, and 2016, respectively. The stock-based compensation benefit during the three months ended March 31, 2016 was a result of a reduction in the valuation of our Class A shares from $34.23 per share as of December 31, 2015, to $30.44 per share as of March 31, 2016, due to industry market movements. This resulted in a lower Class M share value at March 31, 2016, compared to December 31, 2015, and thus resulted in a benefit, primarily with respect to our performance-based M-1, M-2 and M-3 liability awards, which were remeasured to fair value each reporting period. As the performance-based M-1, M-2 and M-3 shares were fully vested in the third quarter of 2016, they are no longer subject to remeasurement.

As of March 31, 2017, the stock-based compensation plans had unrecognized compensation expense of $57 million. The cost is expected to be recognized over a weighted-average period of 1.3 years.

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9. Earnings Per Share

The following represents our basic and diluted earnings per share (EPS) calculations:

	Three months ended March 31, 2017			
(In millions, except share and per share data)	Class A	Class B	Class M-1	Class M-2[2]
Net income available to AHL shareholders	$ 152	$ 214	$ 7	$ —
Basic weighted average shares outstanding	78,246,213	110,772,123	3,452,402	42,267
Dilutive effect of stock compensation plans	3,051,380	—	—	971,427
Diluted weighted average shares outstanding	81,297,593	110,772,123	3,452,402	1,013,694
Earnings per share[1]				
Basic	$ 1.94	$ 1.94	$ 1.94	$ 1.94
Diluted	$ 1.87	$ 1.94	$ 1.94	$ 0.08

[1] *Calculated using whole figures.*
[2] *Net income available to AHL shareholders allocated to Class M-2 common shares rounded to $0 million for the three months ended March 31, 2017. However, earnings per share is calculated using whole figures.*

	Three months ended March 31, 2016	
(In millions, except share and per share data)	Class A	Class B
Net income available to AHL shareholders	$ 23	$ 64
Basic weighted average shares outstanding	50,028,933	135,963,975
Dilutive effect of stock compensation plans	52,832	—
Diluted weighted average shares outstanding	50,081,765	135,963,975
Earnings per share[1]		
Basic	$ 0.47	$ 0.47
Diluted	$ 0.47	$ 0.47

[1] *Calculated using whole figures.*

We use the two-class method for allocating net income available to AHL shareholders to each class of our common stock. Our Class M shares do not become eligible to participate in dividends until a return of investment (ROI) condition has been met for each class. Once eligible, each class of our common stock has equal dividend rights. Prior to the fourth quarter of 2016, the ROI condition had not been met for any of our Class M shares and as a result, no earnings were attributable to those classes. In conjunction with our IPO in the fourth quarter of 2016, the ROI condition for Class M-1 was met, and the ROI condition for Class M-2 was subsequently met on March 28, 2017. For purposes of calculating basic weighted average shares outstanding and the allocation of basic income, shares are deemed to be participating in earnings for only the portion of the period after the condition is met. However, as shares are considered dilutive as of the beginning of the period, the resulting diluted EPS is comparatively lower if the ROI condition is met after the beginning of the period than it would have been had the ROI condition been met at the beginning of the period.

Class M-3 and Class M-4 shares remained ineligible for dividends as of March 31, 2017; however, on April 20, 2017, the ROI condition was met for Class M-3 and Class M-4 shares. The basic EPS calculations above reflect only those classes of stock eligible to participate in earnings during each respective period.

Dilutive shares are calculated using the treasury stock method. For Class A common shares, this method takes into account shares that can be settled into Class A common shares, net of a conversion price.

The diluted EPS calculation for Class A shares excluded 94,429,888 and 152,766,540 shares, RSUs and options outstanding as of March 31, 2017 and 2016, respectively. The excluded shares as of March 31, 2017 were comprised of 91,666,275 shares considered antidilutive and 2,763,613 shares for which a performance condition had not been met. The excluded shares as of March 31, 2016 were comprised of 135,963,975 shares considered antidilutive and 16,802,565 shares for which issuance restrictions had not been satisfied as of the end of the period.

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10. Accumulated Other Comprehensive Income

The following is a detail of AOCI:

(In millions)	March 31, 2017	December 31, 2016
AFS securities	$ 1,473	$ 972
DAC, DSI, VOBA, future policy benefits and dividends payable to policyholders adjustments on AFS securities	(490)	(408)
Noncredit component of OTTI losses on AFS securities	(16)	(17)
Hedging instruments	5	10
Pension adjustments	(4)	(4)
Foreign currency translation adjustments	(10)	(12)
Accumulated other comprehensive income, before taxes	958	541
Deferred income tax liability	(285)	(174)
Accumulated other comprehensive income	$ 673	$ 367

Changes in AOCI are presented below:

	Three months ended March 31,	
(In millions)	2017	2016
Unrealized gains (losses) on AFS securities		
Unrealized holding net gains arising during the period	$ 516	$ 545
Change in DAC, DSI, VOBA, future policy benefits and dividends payable to policyholders adjustment	(82)	(264)
Less: Reclassification adjustment for gains (losses) realized in net income[1]	15	(22)
Less: Income tax expense	113	105
Change in unrealized net gains on AFS securities	306	198
Noncredit component of OTTI losses on AFS securities		
Noncredit component of OTTI losses on AFS securities recognized during the period	1	(12)
Less: Income tax expense (benefit)	—	(4)
Change in noncredit component of OTTI losses on AFS securities	1	(8)
Unrealized gains (losses) on hedging instruments		
Change in hedging instruments during the period	(5)	(10)
Less: Income tax benefit	(2)	(3)
Change in hedging instruments	(3)	(7)
Pension adjustments during the period	—	(1)
Foreign currency translation adjustments during the period	2	3
Change in AOCI	$ 306	$ 185

[1] *Recognized in investment related gains (losses) on the condensed consolidated statements of income.*

11. Income Taxes

Our effective tax rates were 6% and 1% for the three months ended March 31, 2017, and 2016, respectively. Our effective tax rates may vary year-to-year depending upon the relationship of income and loss subject to tax compared to consolidated income and loss before income taxes.

Under current Bermuda law, we are not required to pay any taxes in Bermuda on either income or capital gains. We have received an undertaking from the Minister of Finance in Bermuda that, in the event of any such taxes being imposed, we will be exempted from taxation until the year 2035.

12. Related Parties

Athene Asset Management

Investment related expenses – Substantially all of our investments, with the exception of the investments of ADKG, are managed by Athene Asset Management, L.P. (AAM), a subsidiary of AGM. AAM provides direct investment management, asset allocation, mergers and acquisition asset diligence and certain operational support services for our investment portfolio, including investment compliance, tax, legal and risk management support. As of March 31, 2017, AAM directly managed $54,539 million of our investment portfolio assets, of which 86% are rated one or two by the National Association of Insurance Commissioners (NAIC). For certain assets which require specialized sourcing and underwriting capabilities, AAM has chosen to mandate sub-advisors rather than building out in-house capabilities. For the services related to these investments, AAM earns a fee of 0.40% per year, subject to certain discounts, on all assets managed in accounts owned by or related to us, including sub-advised assets, but excluding assets of ADKG and certain other limited exceptions. Additionally, AAM recharges the sub-advisory fees it incurs with respect to our sub-advised assets to us.

AAM has entered into a Master Sub-Advisory Agreement (MSAA) with certain Apollo affiliates to sub-advise AAM with respect to a portion of our assets, with the fees recharged to us, in addition to the gross fee of 0.40% per year paid to AAM as described above. The MSAA covers services rendered by Apollo-affiliated sub-advisors relating to the following investments:

(In millions, except for percentages)	March 31, 2017	December 31, 2016
Fixed maturity securities		
U.S. state, municipal and political subdivisions	$ —	$ 5
Foreign governments	156	149
Corporate	2,279	2,032
CLO	4,947	4,727
ABS	887	911
CMBS	947	975
Mortgage loans	1,713	1,767
Investment funds	24	23
Trading securities	111	126
Funds withheld at interest	1,752	1,682
Other investments	82	81
Total assets sub-advised by Apollo affiliates	$ 12,898	$ 12,478
Percent of assets sub-advised by Apollo affiliates to total AAM-managed assets	19%	19%

In the first quarter 2017, we announced an agreement to amend certain fee arrangements we have in place with AAM and Apollo relating to investment management fees and sub-advisory fees that are paid by us to AAM and Apollo. More specifically, we and Apollo have agreed to enter into a revised fee agreement, which provides for, among other things, a fee of 0.30% per year (reduced from 0.40% per year) on all assets that Apollo manages in accounts owned by us in the U.S. and Bermuda or in accounts supporting reinsurance ceded to our U.S. and Bermuda subsidiaries by third-party insurers (North American Accounts) in excess of $65,846 million (the level of assets in the North American Accounts as of December 31, 2016). The fee to be paid by us to Apollo on the first $65,846 million of assets in the North American Accounts remains 0.40% per year, subject to certain discounts and exceptions.

In addition, we and Apollo have also agreed to amend the sub-advisory agreements that are in place with Apollo, whereby, with limited exceptions, Apollo will earn 0.40% per year on all assets in the North American Accounts explicitly sub-advised by Apollo up to $10,000 million, 0.35% per year on all assets in such accounts explicitly sub-advised by Apollo in excess of $10,000 million up to $12,441 million (the level of fee-paying sub-advised assets in the North American Accounts at December 31, 2016), 0.40% per year on all assets in such accounts explicitly sub-advised by Apollo in excess of $12,441 million up to $16,000 million and 0.35% per year on all assets in such accounts explicitly sub-advised by Apollo in excess of $16,000 million.

The amendments to the investment management fees and sub-advisory fees are subject to the approval by our shareholders at our 2017 annual general meeting of shareholders of certain amendments to our bye-laws relating to the term and termination of the investment management agreements between us and Apollo. However, upon such shareholder approval, the amendments to the investment management fees and sub-advisory fees will be effective retroactive to January 1, 2017.

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Apollo Asset Management Europe

ADKG has an investment advisory agreement with Apollo Asset Management Europe (together with certain of its affiliates, AAME), also a subsidiary of AGM. AAME provides advisory services for all of ADKG's investment portfolio other than operating cash, mortgage loans secured by residential and commercial properties that are not identified and advised by AAME, and assets related to unit-linked policies. Also excluded are assets held in German special investment funds managed or advised by Apollo, AAM and any of the respective affiliates of Apollo, AAM or AAME, to the extent the entity receives a management or advisory fee in connection with the fund. In providing these services, AAME has access to Apollo's European expertise and capabilities. The ADKG investments sub-advised by AAME consist primarily of corporate and sovereign bonds, as compared to the more diverse range of assets managed by AAM or those held in the German special investment funds. As compensation for the investment advisory services rendered, AAME receives a fee of 0.10% per year on the assets it sub-advises. Affiliates of AAME receive an advisory fee of 0.35% per year on certain German special investment funds and our investment in a sub-fund of Apollo Capital Efficient Fund I (ACE fund), as well as a pro rata share of operating expenses up to 0.30% on the ACE fund. As of March 31, 2017 and December 31, 2016, the German special investment funds totaled $449 million and $258 million, respectively and the ACE fund totaled $87 million and $84 million, respectively. The fees incurred for management of these funds are included in sub-advisory fees in the table below.

The following represents the assets sub-advised by AAME:

(In millions)	March 31, 2017	December 31, 2016
Fixed maturity securities		
Foreign governments	$ 1,848	$ 2,062
Corporate	1,475	1,567
Equity securities	259	187
Investment funds	33	34
Policy loans	6	6
Real estate	553	541
Other investments	154	153
Cash and cash equivalents	26	25
Total assets sub-advised by AAME	$ 4,354	$ 4,575

The following summarizes the asset management fees and sub-advisory fees we have incurred related to AAM, AAME and other Apollo affiliates:

	Three months ended March 31,	
(In millions)	2017	2016
Asset management fees	$ 62	$ 58
Sub-advisory fees	16	23

The management and sub-advisory fees are included within net investment income on the condensed consolidated statements of income. The management fees payable as of March 31, 2017 and December 31, 2016, were $31 million and $28 million, respectively. The sub-advisory fees payable as of March 31, 2017 and December 31, 2016, were $16 million and $11 million, respectively. Both the management and sub-advisory fees payables are included in other liabilities on the condensed consolidated balance sheets.

The investment management or advisory agreements with AAM or AAME have no stated term and any party can terminate upon notice. However, our bye-laws provide that we will not exercise our termination rights under the agreements, except that any agreement may only be terminated on October 31, 2018, or any third anniversary thereafter. Any termination on that date without cause requires (1) approval of our board of directors and the holders of our common shares that hold a majority of total voting power (giving effect to the voting allocation provisions set forth in our bye-laws) and (2) six months' prior written notice to AAM or AAME of termination. We may terminate the investment management or advisory agreements for cause, with the approval of our board of directors.

We have a management investment committee, which includes members of our senior management and reports to the risk committee of our board of directors. The committee focuses on strategic decisions involving our investment portfolio, such as approving investment limits, new asset classes and our allocation strategy, reviewing large asset transactions, as well as monitoring our credit risk, and the management of our assets and liabilities.

A significant voting interest in the Company is held by shareholders who are members of the Apollo Group, as defined in our bye-laws. Also, James Belardi, our Chief Executive Officer, is also an employee of, and receives substantial remuneration from acting as Chief Executive Officer of, AAM, and owns a 5% profits interest in AAM. Additionally, five of the twelve members of our board of directors are employees of or consultants to Apollo (including Mr. Belardi). In order to protect against potential conflicts of interest resulting from transactions into which we have entered and will continue to enter into with the Apollo Group, our bye-laws created a conflicts committee consisting of three of our directors who are not officers or employees of any member of the Apollo Group. The conflicts committee reviews and a majority of the committee members must approve material transactions between us and the Apollo Group, subject to certain exceptions.

Other related party transactions—We have a loan purchase agreement with AmeriHome Mortgage Company, LLC (AmeriHome), an investee of A-A Mortgage, an equity method investee. The agreement allows us to purchase residential mortgage loans which they have purchased from correspondent sellers and pooled for sale in the secondary market. AmeriHome retains the servicing rights to the sold loans. We purchased $1 million and $15 million of residential mortgage loans under this agreement during the three months ended March 31, 2017 and 2016, respectively.

13. Commitments and Contingencies

Contingent Commitments—We had commitments to make investments, primarily capital contributions to investment funds, of $1,140 million and $962 million as of March 31, 2017 and December 31, 2016, respectively. We expect most of our current commitments will be invested over the next five years; however, these commitments could become due any time upon counterparty request.

Funding Agreements—We are a member of the Federal Home Loan Bank (FHLB) of Indianapolis and Des Moines. Through membership, we have issued funding agreements with a carrying value of $459 million and $691 million as of March 31, 2017 and December 31, 2016, respectively, to the FHLB in exchange for cash advances. The decrease in carrying value during the three months ended March 31, 2017 was a result of maturities and payments on the outstanding funding agreements. We are required to provide collateral in excess of the funding agreements, considering any discounts to the securities posted and prepayment penalties.

We have a funding agreement backed notes (FABN) program, which allows Athene Global Funding, a special purpose, non-affiliated statutory-trust to offer up to $5 billion of its senior secured medium-term notes. Athene Global Funding uses the net proceeds from each sale to purchase one or more funding agreements from us. Funding agreements issued under this program have a carrying value of $896 million and $246 million as of March 31, 2017 and December 31, 2016, respectively. The increase in carrying value during the first quarter of 2017 was a result of additional issuances of $650 million under this program.

Pledged Assets and Funds in Trust (Restricted Assets)—The total restricted assets included on the condensed consolidated balance sheets are as follows:

(In millions)	March 31, 2017	December 31, 2016
AFS securities		
Fixed maturity	$ 1,505	$ 1,382
Equity	31	40
Investment funds	24	25
Mortgage loans	911	1,003
Short-term investments	13	—
Restricted cash	73	57
Total restricted assets	$ 2,557	$ 2,507

The restricted assets are primarily a result of the FHLB funding agreements described above. Additionally, we have established reinsurance trusts of assets in accordance with coinsurance agreements, which are typically based on corresponding statutory reserves.

Litigation, Claims and Assessments—On June 12, 2015, Don Hudson, on behalf of himself and others similarly situated, filed a putative class action complaint in the United States District Court, Northern District of California against us. The complaint, which is similar to complaints recently filed against other large insurance companies, primarily alleges that captive reinsurance and other transactions had the effect of misrepresenting the financial condition of Athene Annuity and Life Company (AAIA). The complaint purports to be brought on behalf of a class of purchasers of annuity products issued by AAIA between 2007 and the present and asserts claims against AHL, ALRe, AUSA and AAIA in addition to Apollo and AAM. There are also various allegations related to the purchase of Aviva USA and concerning entry into a modco transaction with ALRe in October 2013. The suit asserts claims of violation of the Racketeer Influenced and Corrupt Organizations Act and seeks compensatory damages, trebled, in an amount to be determined, costs and attorneys' fees. On March 25, 2016, the matter was transferred to the United States District Court, Southern District of Iowa (S.D. IA Court). On May 25, 2016, the court granted plaintiff's motion to file an amended complaint dropping plaintiff Silva and defendant Aviva plc. We moved to dismiss that complaint on June 30, 2016, and the motion was fully briefed as of September 8, 2016. On November 14, 2016, the court stayed consideration of the motion to dismiss pending a ruling from the United States Court of Appeals for the Eighth Circuit in a similar case which will likely affect the disposition of our motion. *See Ludwick v. Harbinger Grp., Inc.*, 161 F. Supp. 3d 769 (W.D. Mo. 2016), *appeal docketed*, No. 16-1561 (8th Cir.). On April 13, 2017, the Eighth Circuit affirmed the district court's dismissal of the claims in *Ludwick*, and Athene has advised the S.D. IA Court. We believe we have meritorious defenses to the claims set forth in the amended complaint and intend to vigorously defend the litigation and, as mentioned, have sought dismissal of the amended complaint. In light of the inherent uncertainties involved in this matter, reasonably possible losses, if any, cannot be estimated at this time.

On July 27, 2015, John Griffiths, on behalf of himself and others similarly situated, filed a putative class action complaint in the United States District Court, District of Massachusetts, against us. An amended complaint was filed on December 18, 2015. The complaint asserts claims against AHL, AAIA and Athene London Assignment Corporation (Athene London), in addition to an Aviva defendant. AHL is a named defendant due to its purchase of Aviva USA, and AAIA and Athene London are named as successors to Aviva Life Insurance Company and Aviva London Assignment Corporation, respectively. The complaint alleges a putative class action on behalf of all persons who are the beneficial owners of assets which were used to purchase structured settlement annuities that Aviva Life Insurance Company, Aviva London Assignment Corporation, and Aviva International Insurance Limited (Aviva Entities) or their predecessors, as applicable, delivered to purchasers on or after April 1, 2003. The complaint alleges that the Aviva Entities sold structured settlement annuities to the public on the basis that such products were backed by a capital maintenance agreement by Aviva International Insurance Limited or its predecessor, which was alleged as a source of great financial strength. The complaint further alleges that the Aviva Entities used this capital maintenance agreement to enhance the sales volume and raise the price of the annuities. The complaint claims that, as a result of Aviva USA's sale to AHL, the capital maintenance agreement terminated. According to the complaint, no notice was provided to the owners of the structured settlement annuities and the termination of the capital maintenance agreement constituted a breach of contract, and the plaintiff further asserts other causes of action. The defendants have answered and are engaged in the discovery process. We believe that we have meritorious defenses to the claims set forth in the complaint and intend to vigorously defend the litigation. In light of the inherent uncertainties involved in this matter, reasonably possible losses, if any, cannot be estimated at this time.

The Internal Revenue Service (IRS) has completed its examinations of the 2006 through 2010 Aviva USA tax years. Aviva USA agreed to all adjustments that were proposed with respect to those tax years with two exceptions: (1) AAIA's treatment of call options used to hedge fixed indexed annuity (FIA) liabilities for the tax years 2008–2010 and (2) the disallowance of offsetting tax deductions taken by AAIA and taxable income reported by the non-life subgroup with respect to unpaid independent marketing organization commissions. The first adjustment to which Aviva USA did not agree would disallow deductions of $191 million, $154 million and $76 million for 2008, 2009 and 2010, respectively. The second adjustment to which Aviva USA did not agree would increase non-life net operating losses and decrease AAIA net operating losses by $16 million in each of 2009 and 2010. Taxes, penalties and interest with respect to these two issues for the years under audit are subject to indemnification by Aviva plc under the Stock Purchase Agreement (SPA) between Aviva plc and AHL, dated December 21, 2012 assuming the SPA requirements are satisfied. Athene USA has been unable to negotiate a favorable settlement of this issue with the IRS, and intends to contest the adjustment in federal court. If the IRS position is upheld in federal court, Athene USA expects that it would owe tax of $120 million, plus interest, for tax years ending on or before October 2, 2013, which are subject to indemnification by Aviva plc as described above.

The IRS also recently completed its examination of the 2011 through 2012 Aviva USA tax years, proposing adjustments that would increase taxable income by approximately $16 million in the aggregate for these two tax years. Athene USA agreed to all adjustments that were proposed with respect to those tax years except for adjustments relating to the same two issues that were not agreed to during the prior examination as discussed above. The first adjustment to which Athene USA did not agree would disallow deductions of $16 million in 2011 and increase deductions by $12 million in 2012. The second adjustment to which Athene USA did not agree would increase non-life net operating losses and decrease AAIA net operating losses by $15 million in 2011 and $12 million in 2012. Taxes, penalties and interest with respect to these two tax years are subject to indemnification by Aviva plc under the SPA, assuming the SPA requirements are satisfied. The treatment of FIA hedges is a recurring issue as to the timing of the related deductions and could affect the current income tax incurred in periods after October 2, 2013, which are not subject to indemnification by Aviva plc. Given that the disallowance of a deduction in one period results in an increased deduction in a future period, we do not expect that there will be any material impact to our financial condition resulting from this issue.

In 2000 and 2001, two insurance companies which were subsequently merged into AAIA purchased from American General Life Insurance Company (American General) broad based variable corporate-owned life insurance (COLI) policies that, as of March 31, 2017, had an asset value of $333 million, and is included in other assets on the condensed consolidated balance sheets. In January 2012, the COLI policy administrator delivered to AAIA a supplement to the existing COLI policies and advised that American General and ZC Resource Investment Trust (ZC Trust) had unilaterally implemented changes set forth in the supplement that if effective, would: (1) potentially negatively impact the crediting rate for the policies and (2) change the exit and surrender protocols set forth in the policies. In March 2013, AAIA filed suit against American General, ZC Trust, and ZC Resource LLC in Chancery Court in Delaware, seeking, among other relief, a declaration that the changes set forth in the supplement were ineffectual and in breach of the parties' agreement. The parties filed cross motions for judgment as a matter of law, and the court granted defendants' motion and dismissed without prejudice on ripeness grounds. The issue that negatively impacts the crediting rate for one of the COLI policies has been triggered and we will pursue further adjudication. If the supplement is ultimately deemed to be effective, the purported changes to the policies could impair AAIA's ability to access the value of guarantees associated with the policies. The value of the guarantees included within the asset value reflected above are $160 million as of March 31, 2017.

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14. Segment Information

We operate our core business strategies out of one reportable segment, Retirement Services. In addition to Retirement Services, we report certain other operations in Corporate and Other.

Retirement Services—Retirement Services is comprised of our United States and Bermuda operations which issue and reinsure retirement savings products and institutional products. Retirement Services has retail operations, which provide annuity retirement solutions to our policyholders. Retirement Services also has reinsurance operations, which reinsure multi-year guaranteed annuities, fixed indexed annuities, traditional one-year guarantee fixed deferred annuities, immediate annuities and institutional products from our reinsurance partners. In addition, our funding agreements are included in our Retirement Services segment.

Corporate and Other—Corporate and Other includes certain other operations related to our corporate activities and our German operations, which is primarily comprised of participating long-duration savings products. In addition to our German operations, included in Corporate and Other are corporate allocated expenses, merger and acquisition costs, debt costs, certain integration and restructuring costs, certain stock-based compensation and intersegment eliminations. In Corporate and Other we also hold capital in excess of the level of capital we hold in Retirement Services to support our operating strategy.

Financial Measures—Segment operating income, net of tax, is an internal measure used by the chief operating decision maker to evaluate and assess the results of our segments.

Operating revenue is a component of operating income, net of tax, and excludes market volatility and adjustments for other non-operating activity. Our operating revenue equals our total revenue, adjusted to eliminate the impact of the following non-operating adjustments:

- Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets;
- Investment gains (losses), net of offsets;
- VIE expenses and noncontrolling interest; and
- Other adjustments to revenues.

The table below reconciles segment operating revenues to total revenues presented on the condensed consolidated statements of income:

	Three months ended March 31,	
(In millions)	2017	2016
Operating revenue by segment		
Retirement Services	$ 888	$ 786
Corporate and Other	68	31
Total segment operating revenues	956	817
Non-operating adjustments		
Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets	536	(118)
Investment gains (losses), net of offsets	125	18
VIE expenses and noncontrolling interest	—	4
Other adjustments to revenues	2	1
Total non-operating adjustments	663	(95)
Total revenues	$ 1,619	$ 722

Operating income, net of tax, is an internal measure used to evaluate our financial performance excluding market volatility and expenses related to integration, restructuring, stock compensation and other expenses. Our operating income, net of tax, equals net income available to AHL's shareholders adjusted to eliminate the impact of the following non-operating adjustments:

- Investment gains (losses), net of offsets;
- Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets;
- Integration, restructuring and other non-operating expenses;
- Stock-based compensation, excluding LTIP; and
- Income tax (expense) benefit – non-operating.

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The table below reconciles segment operating income, net of tax, to net income available to Athene Holding Ltd. shareholders presented on the condensed consolidated statements of income:

	Three months ended March 31,	
(In millions)	2017	2016
Operating income, net of tax by segment		
Retirement Services	$ 267	$ 197
Corporate and other	(9)	(45)
Total segment operating income, net of tax	258	152
Non-operating adjustments		
Investment gains (losses), net of offsets	57	(19)
Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets	94	(69)
Integration, restructuring and other non-operating expenses	(9)	(1)
Stock-based compensation, excluding LTIP	(13)	15
Income tax (expense) benefit – non-operating	(14)	9
Total non-operating adjustments	115	(65)
Net income available to Athene Holding Ltd. shareholders	$ 373	$ 87

The following represents total assets by segment:

(In millions)	March 31, 2017	December 31, 2016
Total assets by segment		
Retirement Services	$ 81,827	$ 79,319
Corporate and Other	7,393	7,401
Total assets	$ 89,220	$ 86,720

15. Subsequent Events

On April 14, 2017, in connection with a private offering, AGER Bermuda Holding Ltd. (AGER), a Bermuda domiciled holding company and the holding company of ADKG, entered into subscription agreements with AHL, certain affiliates of AGM and a number of other third-party investors pursuant to which AGER secured commitments from such parties to purchase new common shares in AGER (AGER Offering). AHL's capital commitment includes the valuation of the AGER Group (comprised of our European operations which includes ADKG) at approximately €90 million, which also approximates our invested capital in the AGER Group. Additionally, AHL has committed to purchase an additional €285 million of common shares (which may be reduced to €260 million if certain conditions are met), as well as an additional profits interest in securities which, upon meeting certain vesting triggers, will be convertible into additional common shares.

Upon closing of the AGER Offering, the aggregate voting power held by AHL in AGER will be reduced to 10%. The completion of the AGER Offering is conditioned upon obtaining certain regulatory approvals, and other customary terms and conditions. We expect that AGER's initial material capital call will result in the issuance by AGER of new common shares to affiliates of Apollo and other third-party investors, such that our interest in the AGER Group will be reduced so the AGER Group will be held as an investment rather than a consolidated subsidiary of AHL.

The valuation of the AGER Group was fixed at €90 million as of April 14, 2017, and is unaffected by any profit or loss or other increase or decrease in value of the AGER Group during the period between April 14, 2017 and the date on which the AGER Group is deconsolidated, which we expect to be nine months or longer. As a result, to the extent that our invested capital and/or the fair value of our AGER Group increases or decreases during such time period, we may incur a gain or loss upon deconsolidation.

We also expect AAME to continue to act as investment adviser in regards to the investment portfolio of the AGER Group, though the services provided and fees charged may differ from the existing arrangement.

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Overview

We are a leading retirement services company that issues, reinsures and acquires retirement savings products designed for the increasing number of individuals and institutions seeking to fund retirement needs. We generate attractive financial results for our policyholders and shareholders by combining our two core competencies of (1) sourcing long-term, generally illiquid liabilities and (2) investing in a high quality investment portfolio, which takes advantage of the illiquid nature of our liabilities. Our steady and significant base of earnings generates capital that we opportunistically invest across our business to source attractively-priced liabilities and capitalize on opportunities. Our differentiated investment strategy benefits from our strategic relationship with Apollo and its indirect subsidiary, AAM. AAM provides a full suite of services for our investment portfolio, including direct investment management, asset allocation, mergers and acquisition asset diligence and certain operational support services, including investment compliance, tax, legal and risk management support. Our relationship with Apollo and AAM also provides us with access to Apollo's investment professionals across the world as well as Apollo's global asset management infrastructure that, as of March 31, 2017, supported more than $197 billion of AUM across a broad array of asset classes. We are led by a highly skilled management team with extensive industry experience. We are based in Bermuda with our U.S. subsidiaries' headquarters located in Iowa.

We began operating in 2009 when the burdens of the financial crisis and resulting capital demands caused many companies to exit the retirement market, creating the need for a well-capitalized company with an experienced management team to fill the void. Taking advantage of this market dislocation, we have been able to acquire substantial blocks of long-duration liabilities and reinvest the related investments to produce profitable returns. We have established a significant base of earnings and as of March 31, 2017, have an expected annual investment margin of 2-3% over the 7.9 year weighted-average life of our deferred annuities, which make up a substantial portion of our reserve liabilities. Even as we have grown to $75.1 billion in investments, including related parties, $73.6 billion in invested assets and $89.2 billion of total assets as of March 31, 2017, we have continued to approach both sides of the balance sheet with an opportunistic mindset because we believe quickly identifying and capitalizing on market dislocations allows us to generate attractive, risk-adjusted returns for our shareholders. Further, our multiple distribution channels support growing origination across market environments and better enable us to achieve continued balance sheet growth while maintaining attractive profitability. We believe that in a typical market environment, we will be able to profitably grow through our organic channels, including retail, flow reinsurance and institutional products. In more challenging market environments, we believe that we will see additional opportunities to grow through our inorganic channels, including acquisitions and block reinsurance, due to market stress during those periods.

As a result of our focus on issuing, reinsuring and acquiring attractively-priced liabilities, our differentiated investment strategy and our significant scale, for the three months ended March 31, 2017 and the year ended the year ended December 31, 2016, we generated an annualized investment margin on deferred annuities of 2.85% and 2.77%, respectively and annualized operating ROE excluding AOCI of 22.8% and 19.1%, respectively for our Retirement Services segment. We currently maintain what we believe to be high capital ratios for our rating and hold more than $1.5 billion of excess capital, and view this excess as strategic capital available to reinvest into organic and inorganic growth opportunities. Because we hold such strategic capital to implement our opportunistic strategy and to enable us to explore deployment opportunities as they arise, and because we are investing for future growth, our consolidated annualized ROE for the three months ended March 31, 2017 and the year ended December 31, 2016 was 20.6% and 13.1%, respectively and our consolidated annualized operating ROE excluding AOCI was 15.3% and 12.5%, respectively.

We operate our core business strategies out of one reportable segment, Retirement Services. In addition to Retirement Services, we report certain other operations in Corporate and Other. Retirement Services is comprised of our U.S. and Bermuda operations which issue and reinsure retirement savings products and institutional products. Corporate and Other includes certain other operations related to our corporate activities and our German operations, which is primarily comprised of participating long-duration savings products.

We have developed organic and inorganic channels to address the retirement services market and grow our assets and liabilities. By focusing on the retirement services market, we believe that we will benefit from several demographic and economic trends, including the increasing number of retirees in the United States, the lack of tax advantaged alternatives for people trying to save for retirement and expectations of a rising interest rate environment. To date, most of our products sold and acquired have been fixed annuities, which offer people saving for retirement a product that is tax advantaged, has a minimum guaranteed rate of return or minimum cash value and provides protection against investment loss. Our policies often include surrender charges (86% of our deferred annuity products, as of March 31, 2017) or MVAs (73% of our deferred annuity products, as of March 31, 2017), both of which increase persistency and protect our ability to meet our obligations to policyholders. Our organic channels, including retail, flow reinsurance and institutional products, provided deposits of $1.9 billion and $1.6 billion for the three months ended March 31, 2017 and 2016, respectively. We believe the recent upgrade by A.M. Best to A in April 2017 and the 2015 upgrade of our financial strength ratings to A- by each of S&P, Fitch and A.M. Best and our recent FIA and MYGA new product launches, have enabled and will continue to enable us to increase penetration in our existing organic channels, and access new markets within our retail channel, such as financial institutions. This increased penetration will allow us to source additional volumes of profitably underwritten liabilities. Our inorganic channels, including acquisitions and block reinsurance, have contributed significantly to our growth. We believe our internal acquisitions team, with support from Apollo, has an industry-leading ability to source, underwrite, and expeditiously close transactions, which makes us a competitive counterparty for acquisition or block reinsurance transactions. The aggregate purchase price of our acquisitions was less than the aggregate statutory book value of the businesses acquired.

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We plan to grow organically by expanding our retail, reinsurance and institutional product distribution channels. We believe that we have the right people, infrastructure and scale to position us for continued growth. Within our retail channel we had fixed annuity sales of $1.1 billion and $663 million for the three months ended March 31, 2017 and 2016, respectively. We aim to grow our retail channel in the United States by deepening our relationships with our approximately 65 IMOs and approximately 33,000 independent agents. Our strong financial position and capital efficient products allow us to be a dependable partner with IMOs and consistently write new business. We work with our IMOs to develop customized, and at times exclusive, products that help drive sales. We expect our retail channel to continue to benefit from the ratings upgrade in 2017 by A.M. Best, our improving credit profile and recent product launches. We believe this should support growth in sales at our desired cost of crediting through increased volumes via current IMOs and access to new distribution channels, including small to mid-sized banks and regional broker-dealers. We are implementing the necessary technology platform, hiring and training a specialized sales force, and have created products to capture new potential distribution opportunities. Within our reinsurance channel we target reinsurance business consistent with our preferred liability characteristics, and as such, reinsurance provides another opportunistic channel for us to source long-term liabilities with attractive crediting rates. We generated deposits through our flow reinsurance channel of $166 million and $912 million for the three months ended March 31, 2017 and 2016, respectively. We believe the decrease in flow reinsurance has been impacted by the recent decline in overall MYGA volumes over the last several months, reflective of the recent stock market rally and expectations of higher interest rates. As we continue to source additional reinsurance partners, we expect to further diversify our flow reinsurance channel and expect that our recent ratings upgrade by A.M. Best and our improving credit profile will help us attract additional reinsurance partners. In our institutional channel, we sold our first funding agreement under our FABN program in 2015. During the three months ended March 31, 2017 and during April of 2017, we issued funding agreements in the aggregate principal amount of $650 million and $1.1 billion, respectively. We expect our institutional channel to continue to grow over time as we issue additional funding agreements and pursue pension risk transfer opportunities.

Industry Trends and Competition

Market Conditions

Our business and results of operations are materially affected by conditions in the global capital markets and the economy generally. A general economic slowdown could adversely affect us in the form of changes in consumer behavior and decreases in the returns on and value of our investment portfolio. Concerns over the slow economic recovery, the level of U.S. national debt, currency fluctuations and volatility, the stability of the EU, Brexit and the potential exit of certain other EU members, the rate of growth of China and other Asian economies, unemployment, the availability and cost of credit, the U.S. housing market, inflation levels, low or negative interest rates, energy costs and geopolitical issues have contributed to increased volatility and diminished expectations for the economy and the markets. Market conditions have generally improved since the U.S. elections in November on hopes of improved economic growth, however the long term outlook remains uncertain. Declining economic growth rates globally and resultant diverging paths of monetary policy could increase volatility in the credit markets, potentially impacting the availability and cost of credit. Factors such as equity prices, equity market volatility, interest rates, counterparty risks, availability of credit, inflation rates, economic uncertainty, changes in laws or regulations (including laws relating to the financial markets generally or the taxation or regulation of the insurance industry), trade barriers, commodity prices, currency exchange rates and controls and national and international political circumstances (including governmental instability, wars, terrorist acts or security operations) can have a material impact on the value of our investment portfolio and our ability to sell our products. We adjust the structure of our products depending on the economic environment, the behavior of customers and other factors, including mortality rates, morbidity rates, cap rates, rollup rates, annuitization rates and lapse rates, which can vary in response to changes in market conditions. We believe continued economic growth, stable financial markets and a potentially rising interest rate environment may ultimately enhance the attractiveness of our product portfolio. However, we remain exposed to potential slowdowns in economic activity, which could be characterized by rising unemployment, falling interest rates, widening credit spreads and an increase in corporate credit and real estate-related defaults.

Interest Rate Environment

As a retirement services company focused on issuing and reinsuring fixed annuities, we are affected by the monetary policy of the Federal Reserve in the United States as well as other central banks around the world. In spite of the Federal Reserve's recent increases in federal funds rates in March 2017, December 2016 and December 2015, interest rates in the United States remain lower than historical levels. The lower interest rates in part are due to a number of actions taken in recent years by the Federal Reserve in an effort to stimulate economic activity. Any future increases in federal funds rates are uncertain and will depend on the economic outlook.

Our investment portfolio consists predominantly of fixed maturity investments. See *Consolidated Investment Portfolio*. If prevailing interest rates were to rise, we believe the yield on our new investment purchases would also rise and our investment income from floating rate investments would increase while the value of our existing investments may decline. If prevailing interest rates were to decline, it is likely that the yield on our new investment purchases would decline and our investment income from floating rate investments would decrease while the value of our existing investments may increase. We address interest rate risk through managing the duration of the liabilities we source with assets we acquire and through ALM modeling. We endeavor to limit reinvestment risk related to cash flows by managing our asset portfolio to ensure it provides adequate cash flows to meet our expected policyholder benefit cash flows to within tolerable risk management limits. Our strategy is to achieve sustainable yields that allow us to maintain an attractive investment margin. As part of our investment strategy, we purchase floating rate investments, which we expect will perform well in a rising interest rate environment. Our investment portfolio includes $21.5 billion of floating rate investments, or approximately 29% of our total invested assets as of March 31, 2017. As part of our reinvestment strategy for the investment portfolios of our acquired companies, we generally seek to reinvest assets at yields higher than the related assets being liquidated for reinvestment. We continuously seek to optimize our investment portfolio to achieve favorable returns over the long term.

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If prevailing interest rates were to rise, we believe our products would be more attractive to consumers and our sales would likely increase. In periods of prolonged low interest rates, the investment margin earned on deferred annuities may be negatively impacted by reduced investment income as well as to the extent our ability to reduce policyholder crediting rates are limited by policyholder guarantees in the form of minimum crediting rates. As of March 31, 2017, most of our products were fixed annuities with approximately 37% of our FIAs at the minimum guarantees and approximately 50% of our fixed rate annuities at the minimum crediting rates. As of March 31, 2017, minimum guarantees on all of our deferred annuities, including those with crediting rates already at their minimum guarantees, were, on average, 75 to 85 basis points below the crediting rates on such deferred annuities, allowing us room to reduce rates before reaching the minimum guarantees. The remaining liabilities are associated with immediate annuities, funding agreements or life contracts which have crediting rates or costs that are less sensitive or insensitive to interest rate movements. A significant majority of our products have crediting rates that we may reset annually upon renewal following the expiration of the current guaranteed period. While we have the contractual ability to lower these crediting rates to the guaranteed minimum levels, our willingness to do so may be limited by competitive pressures.

See Item 7A. Quantitative and Qualitative Disclosures About Market Risks in our 2016 Annual Report, which includes a discussion regarding interest rate and other significant risks and our strategies for managing these risks.

Demographics

Over the next four decades, the retirement-age population is expected to experience unprecedented growth. Technological advances and improvements in healthcare are projected to continue to contribute to increasing average life expectancy, and aging individuals must be prepared to fund retirement periods that will last longer than ever before. Further, many working households in the United States do not have adequate retirement savings. As a tool for addressing the unmet need for retirement planning, we believe that many Americans have begun to look to tax-efficient savings products with low-risk or guaranteed return features and potential equity market upside, particularly as federal, state and local marginal tax rates have increased. Our tax-efficient savings products are well positioned to meet this increasing customer demand. The impact of this growth in demand may be offset to some extent by asset outflows as an increasing percentage of the population begins withdrawing assets to convert their savings into income.

We believe that our strong presence in the FIA market and strength of our relationships with IMOs position us to effectively serve consumers' demand in the rapidly growing retirement savings market. We expect our retail channel to benefit from rating agency upgrades as well as our improving credit profile and recent product launches. We believe this should help us to grow sales at our desired cost of crediting through increased volumes via current IMOs and access to new distribution channels, including small to mid-sized banks and regional broker-dealers. We also believe that the 2015 financial strength upgrades, as well as our upgrade to A by A.M. Best in April 2017, have enabled and will continue to enable us to increase penetration in our existing organic channels, and will help us to enter the pension risk transfer market.

Competition

We operate in highly competitive markets. We face a variety of large and small industry participants, including diversified financial institutions and insurance and reinsurance companies. These companies compete in one form or another for the growing pool of retirement assets driven by a number of external factors such as the continued aging of the population and the reduction in safety nets provided by governments and private employers. In many segments, product differentiation is difficult as product development and life cycles have shortened. In addition, we have experienced pressure on fees as product unbundling and lower cost alternatives have emerged. As a result, scale and the ability to provide value-added services and build long-term relationships are important factors to compete effectively. We believe that our leading presence in the retirement market, diverse range of capabilities and broad distribution network uniquely position us to effectively serve consumers’ increasing demand for retirement solutions, particularly in the FIA market.

According to LIMRA, total fixed annuity market sales in the United States were $117.4 billion for the twelve months ended December 31, 2016, a 14.0% increase from the same time period in 2015. This increase was driven by an increase in traditional fixed rate deferred annuities of $7.8 billion, or 25.2% over prior year traditional fixed rate deferred annuities, and an increase in FIA products of $6.4 billion, or 11.7% over prior year FIAs. In the total fixed annuity market, for the twelve months ended December 31, 2016, we were the 5th largest company based on sales with a 4.5% market share and $5.3 billion in sales. For the twelve months ended December 31, 2015, our market share was 2.4% with sales of $2.5 billion.

FIAs are one of the fastest growing annuity products having grown from $27.3 billion in 2005 to $60.9 billion in sales for the year ended December 31, 2016. According to LIMRA, for the twelve months ended December 31, 2016, we were the 3rd largest provider of FIAs in terms of sales, and our market share for the same period was 7.4% with sales of $4.5 billion. For the twelve months ended December 31, 2015, our market share was 4.5% with sales of $2.4 billion.

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Regulatory Developments

On April 6, 2016, the U.S. Department of Labor (DOL) issued a new regulation more broadly defining the circumstances under which a person is considered to be a fiduciary by reason of giving investment advice or recommendations to an employee benefit plan or a plan's participants or to IRA holders. In addition to releasing the investment advice regulation, the DOL: (1) issued a new prohibited transaction class exemption titled the "Best Interest Contract Exemption," to be used in connection with the sale of FIAs or variable annuities, and (2) updated the previously prohibited transaction class exemption 84-24, to be used in connection with the sale of traditional fixed rate annuities. The requirements of the regulation were scheduled to begin to be implemented on April 10, 2017, with full implementation on January 1, 2018; however, the DOL has published an amendment to the regulation that delays the applicability date for 60 days to allow the DOL to review the potential impact of the regulation on the ability of Americans to gain access to retirement information and financial advice in accordance with an executive memorandum signed by President Trump on February 3, 2017. In addition to delaying the applicability date of the DOL regulation, the DOL revised certain prohibited transaction exemptions, most notably allowing all annuity products, fixed, FIAs and variable annuities, to rely on an updated version of prohibited transaction class exemption 84-24 from June 9, 2017 through January 1, 2018, at which time full implementation of the DOL regulation is required. The DOL also opened a 45-day comment period, which closed on April 17, 2017, to collect responses to the questions raised in the executive memorandum. We anticipate a possible replacement of the regulation that is less burdensome but still requires sales to be in the best interest of clients. However, such a change is not guaranteed, and we continue to move forward in preparation for the delayed applicability date and full implementation on January 1, 2018, assuming the regulation remains unchanged.

Both the U.S. Congress and President Trump's administration have indicated a desire to reform the Internal Revenue Code. Although the 2016 U.S. House of Representatives Blueprint, "A Better Way" and President Trump's recently proposed tax reform plan do not align on all tax reform proposals, substantial proposed changes to the U.S. corporate tax regime include: reduction of the maximum corporate tax rate, repeal of the corporate alternative minimum tax, elimination of net operating loss carryback, immediate expensing of business assets, and elimination of a deduction for net interest expense as well as substantial changes to the international tax system including border tax adjustments, a destination based cash flow tax and moving to a territorial based tax system. A reduction in the corporate tax rate would have a positive impact on the earnings and cash flow of our U.S. companies, but it could also reduce the value of our deferred tax assets. Although it is not known at this time how border tax adjustments will (if enacted) be applied to insurers and reinsurers, it is possible that such adjustments will involve denying a deduction to U.S. insurance companies for reinsurance premium paid to a foreign reinsurer, which would materially increase our overall U.S. tax expense. In addition, it is not yet known whether potential tax reform will include further changes impacting the current tax treatment of insurance companies under the Internal Revenue Code. At this time, it is not possible to determine the impact of potential legislative changes on our financial condition and results of operations.

Key Operating and Non-GAAP Measures

In addition to our results presented in accordance with GAAP, our results of operations include certain non-GAAP measures commonly used in our industry. Management believes the use of these non-GAAP measures, together with the relevant GAAP measures, provides a better understanding of our results of operations and the underlying profitability drivers of our business. The majority of these non-GAAP measures are intended to remove from the results of operations the impact of market volatility (other than with respect to alternative investments) as well as integration, restructuring and certain other expenses which are not part of our underlying profitability drivers or likely to re-occur in the foreseeable future, as such items fluctuate from period-to-period in a manner inconsistent with these drivers. These measures should be considered supplementary to our results in accordance with GAAP and should not be viewed as a substitute for the GAAP measures. See *Non-GAAP Measure Reconciliations* for the appropriate reconciliations to the GAAP measures.

Operating Income, Net of Tax

Operating income, net of tax, a commonly used operating measure in the life insurance industry, is a non-GAAP measure used to evaluate our financial performance excluding market volatility and expenses related to integration, restructuring, stock compensation, and other expenses. Our operating income, net of tax, equals net income available to AHL's shareholders adjusted to eliminate the impact of the following (collectively, the "non-operating adjustments"):

- **Investment Gains (Losses), Net of Offsets—**Investment gains (losses), net of offsets, consist of the realized gains and losses on the sale of AFS securities, the change in assumed modco and funds withheld reinsurance embedded derivatives, unrealized gains and losses, impairments, and other investment gains and losses. Unrealized, impairments and other investment gains and losses are comprised of the fair value adjustments of trading securities (other than CLOs) and investments held under the fair value option, derivative gains and losses not hedging FIA index credits, and the net OTTI impacts recognized in operations net of the change in AmerUs Closed Block fair value reserve related to the corresponding change in fair value of investments and the change in unit linked reserves related to the corresponding trading securities. Investment gains and losses are net of offsets related to DAC, DSI, and VOBA amortization and changes to GLWB and guaranteed minimum death benefits (GMDB) reserves (together, GLWB and GMDB reserves represent rider reserves) as well as the MVAs associated with surrenders or terminations of contracts.

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- **Change in Fair Values of Derivatives and Embedded Derivatives – FIAs, Net of Offsets—**Impacts related to the fair value accounting for derivatives hedging the FIA index credits and the related embedded derivative liability fluctuate from period-to-period. The index reserve is measured at fair value for the current period and all periods beyond the current policyholder index term. However, the FIA hedging derivatives are purchased to hedge only the current index period. Upon policyholder renewal at the end of the period, new FIA hedging derivatives are purchased to align with the new term. The difference in duration between the FIA hedging derivatives and the index credit reserves creates a timing difference in earnings. This timing difference of the FIA hedging derivatives and index credit reserves is included as a non-operating adjustment, net of offsets related to DAC, DSI, and VOBA amortization and changes to rider reserves.

  We primarily hedge with options that align with the index terms of our FIA products (typically 1-2 years). From an economic basis, we believe this is suitable because policyholder accounts are credited with index performance at the end of each index term. However, because the “value of an embedded derivative” in an FIA contract is longer-dated, there is a duration mismatch which may lead to mismatches for accounting purposes.

- **Integration, Restructuring, and Other Non-operating Expenses—**Integration, restructuring, and other non-operating expenses consist of restructuring and integration expenses related to mergers and acquisitions as well as certain other expenses which are not part of our core operations or likely to re-occur in the foreseeable future.

- **Stock Compensation Expense—**To date, stock compensation expenses associated with our share incentive plans, excluding our long term incentive plan, are not part of our core operating expenses and fluctuate from time to time due to the structure of our plans.

- **Bargain Purchase Gain—**Bargain purchase gains associated with acquisitions are adjustments to net income as they are not consistent with our core operations.

- **Income Taxes (Expense) Benefit – Non-operating—**The non-operating income tax expense is comprised of the appropriate jurisdiction's tax rate applied to the non-operating adjustments that are subject to income tax.

We consider these non-operating adjustments to be meaningful adjustments to net income available to AHL's shareholders for the reasons discussed in greater detail above. Accordingly, we believe using a measure which excludes the impact of these items is effective in analyzing the trends in our results of operations. Together with net income available to AHL's shareholders, we believe operating income, net of tax, provides a meaningful financial metric that helps investors understand our underlying results and profitability. Operating income, net of tax, should not be used as a substitute for net income available to AHL's shareholders.

ROE Excluding AOCI and Operating ROE Excluding AOCI

ROE excluding AOCI and operating ROE excluding AOCI are non-GAAP measures used to evaluate our financial performance excluding the impacts of AOCI. AOCI fluctuates period-to-period in a manner inconsistent with our underlying profitability drivers as the majority of such fluctuation is related to the market volatility of the unrealized gains and losses associated with our AFS securities. Once we have reinvested acquired blocks of businesses, we typically buy and hold AFS investments to maturity throughout the duration of market fluctuations, therefore, the period-over-period impacts in unrealized gains and losses are not necessarily indicative of current operating fundamentals or future performance. Accordingly, we believe using measures which exclude AOCI is more effective in analyzing the trends of our operations. To enhance the ability to analyze these measures across periods, interim periods are annualized. ROE excluding AOCI and operating ROE excluding AOCI should not be used as a substitute for ROE. However, we believe the adjustments to equity are significant to gaining an understanding of our overall results of operations.

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Operating Earnings Per Share - Operating Diluted Class A, Weighted Average Shares Outstanding - Operating Diluted Class A Common Shares and Book Value Per Share Excluding AOCI

Operating earnings per share - operating diluted Class A, weighted average shares outstanding - operating diluted Class A common shares and book value per share excluding AOCI are non-GAAP measures used to evaluate our financial performance and financial condition. The non-GAAP measures adjust the number of shares included in the corresponding GAAP measures to reflect the conversion or settlement of all shares and other stock-based awards outstanding. We believe using these measures represent an economic view of our share counts and provide a simplified and consistent view of our outstanding shares. Operating earnings per share - operating diluted Class A is calculated as the operating income, net of tax over the weighted average shares outstanding - operating diluted Class A common shares. Book value per share excluding AOCI is calculated as the ending AHL shareholders' equity excluding AOCI divided by the operating diluted Class A common shares outstanding. Our Class B common shares are economically equivalent to Class A common shares and can be converted to Class A common shares on a one-for-one basis at any time. Our Class M common shares are in the legal form of shares but economically function as options as they are convertible into Class A shares after vesting and settlement of the conversion price. In calculating Class A diluted earnings per share on a GAAP basis, we are required to apply sequencing rules to determine the dilutive impacts, if any, of our Class B common shares, Class M common shares and any other stock-based awards. To the extent our Class B common shares, Class M common shares and/or any other stock-based awards are not dilutive they are excluded. Weighted average shares outstanding - operating diluted Class A common shares and operating diluted Class A common shares outstanding assume conversion or settlement of all outstanding items that are able to be converted to or settled in Class A common shares, including the impacts of Class B common shares on a one-for-one basis, the impacts of all Class M common shares net of the conversion price and any other stock-based awards. For certain historical periods, Class M shares were not included due to issuance restrictions which were contingent upon our IPO. Operating earnings per share - operating diluted Class A, weighted average shares outstanding - operating diluted Class A common shares and book value per share excluding AOCI should not be used as a substitute for basic earnings per share - Class A common shares, basic weighted average shares outstanding - Class A or book value per share. However, we believe the adjustments to the shares and equity are significant to gaining an understanding of our overall results of operations and financial condition.

Retirement Services Net Investment Earned Rate, Cost of Crediting and Investment Margin on Deferred Annuities

Investment margin is a key measurement of the financial health of our Retirement Services core deferred annuities. Investment margin on our deferred annuities is generated from the excess of our net investment earned rate over the cost of crediting to our policyholders. Net investment earned rate is a key measure of investment returns and cost of crediting is a key measure of the policyholder benefits on our deferred annuities.

Net investment earned rate is a non-GAAP measure we use to evaluate the performance of our invested assets that does not correspond to GAAP net investment income. Net investment earned rate is computed as the income from our invested assets divided by the average invested assets for the relevant period. To enhance the ability to analyze these measures across periods, interim periods are annualized. The adjustments to arrive at our net investment earned rate add alternative investment gains and losses, gains and losses related to trading securities for CLOs, net VIE impacts (revenues, expenses and noncontrolling interest) and the change in reinsurance embedded derivatives. We include the income and assets supporting our assumed reinsurance by evaluating the underlying investments of the funds withheld at interest receivables and we include the net investment income from those underlying investments which does not correspond to the GAAP presentation of reinsurance embedded derivatives. We exclude the income and assets supporting business that we have exited through ceded reinsurance including funds withheld agreements. We believe the adjustments for reinsurance provide a net investment earned rate on the assets for which we have economic exposure.

Cost of crediting is the interest credited to the policyholders on our fixed strategies as well as the option costs on the index annuity strategies. With respect to FIAs, the cost of providing index credits includes the expenses incurred to fund the annual index credits, and where applicable, minimum guaranteed interest credited. The interest credited on fixed strategies and option costs on index annuity strategies are divided by the average account value of our deferred annuities. Under GAAP, deposits and withdrawals for fixed indexed and fixed rate annuities are reported as deposit liabilities (or policyholder funds). Our average account values are averaged over the number of quarters in the relevant period to obtain our cost of crediting for such period. To enhance the ability to analyze these measures across periods, interim periods are annualized.

Net investment earned rate, cost of crediting and investment margin on deferred annuities are non-GAAP measures we use to evaluate the profitability of our core deferred annuities business. Deferred annuities include our fixed rate annuities and FIAs, which account for approximately 80% of our Retirement Services reserve liabilities as of March 31, 2017. We believe measures like net investment earned rate, cost of crediting and investment margin on deferred annuities are effective in analyzing the trends of our core business operations, profitability and pricing discipline. While we believe net investment earned rate, cost of crediting and investment margin on deferred annuities are meaningful financial metrics and enhance our understanding of the underlying profitability drivers of our business, they should not be used as a substitute for net investment income and interest sensitive contract benefits presented under GAAP.

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Invested Assets

In managing our business we analyze invested assets, which do not correspond to total investments, including investments in related parties, as disclosed in our consolidated financial statements and notes thereto. Invested assets represent the investments that directly back our policyholder liabilities as well as surplus assets. Invested assets is used in the computation of net investment earned rate, which allows us to analyze the profitability of our investment portfolio. Invested assets includes (a) total investments on the consolidated balance sheets with AFS securities at cost or amortized cost, excluding derivatives, (b) cash and cash equivalents and restricted cash, (c) investments in related parties, (d) accrued investment income, (e) the consolidated VIE assets, liabilities and noncontrolling interest and (f) policy loans ceded (which offset the direct policy loans in total investments). Invested assets also excludes assets associated with funds withheld liabilities related to business exited through reinsurance agreements and derivative collateral (offsetting the related cash positions). We include the underlying investments supporting our assumed funds withheld and modco agreements in our invested assets calculation in order to match the assets with the income received. We believe the adjustments for reinsurance provide a view of the assets for which we have economic exposure. Our invested assets are averaged over the number of quarters in the relevant period to compute our net investment earned rate for such period.

Reserve Liabilities

In managing our business we also analyze reserve liabilities, which does not correspond to total liabilities as disclosed in our consolidated financial statements and notes thereto. Reserve liabilities represents our policyholder liability obligations net of reinsurance. Reserve liabilities is used to analyze the costs of our liabilities. Reserve liabilities includes (a) the interest sensitive contract liabilities, (b) future policy benefits, (c) dividends payable to policyholders, and (d) other policy claims and benefits, offset by reinsurance recoverables, excluding policy loans ceded. Reserve liabilities is net of the ceded liabilities to third-party reinsurers as the costs of the liabilities are passed to such reinsurers and therefore we have no net economic exposure to such liabilities, assuming our reinsurance counterparties perform under our agreements. The majority of our ceded reinsurance is a result of reinsuring large blocks of life business following acquisitions. For such transactions, GAAP requires the ceded liabilities and related reinsurance recoverables to continue to be recorded in our consolidated financial statements despite the transfer of economic risk to the counterparty in connection with the reinsurance transaction.

Sales

Sales statistics do not correspond to revenues under GAAP, but are used as relevant measures of understanding our business performance. Our sales statistics include fixed rate annuities and FIAs and align with the LIMRA definition of all money paid into an individual annuity, including money paid into new contracts with initial purchase occurring in the specified period and existing contracts with initial purchase occurring prior to the specified period (excluding internal transfers).

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Consolidated Results of Operations

The following summarizes the consolidated results of operations:

	Three months ended March 31,	
(In millions, except percentages)	2017	2016
Revenues	$ 1,619	$ 722
Benefits and expenses	1,224	634
Income before income taxes	395	88
Income tax expense (benefit)	22	1
Net income	373	87
Less: Net income attributable to noncontrolling interests	—	—
Net income available to AHL shareholders	$ 373	$ 87
Operating income, net of tax by segment		
Retirement Services	$ 267	$ 197
Corporate and Other	(9)	(45)
Operating income, net of tax	258	152
Non-operating adjustments		
Realized gains (losses) on sale of AFS securities	11	8
Unrealized, impairments, and other investment gains (losses)	3	(25)
Assumed modco and funds withheld reinsurance embedded derivatives	68	(3)
Offsets to investment gains (losses)	(25)	1
Investment gains (losses), net of offsets	57	(19)
Change in fair values of derivatives and embedded derivatives – FIAs, net of offsets	94	(69)
Integration, restructuring and other non-operating expenses	(9)	(1)
Stock compensation expense	(13)	15
Income tax (expense) benefit – non-operating	(14)	9
Total non-operating adjustments	115	(65)
Net income available to AHL shareholders	$ 373	$ 87
ROE	20.6%	6.3%
ROE excluding AOCI	22.2%	6.2%
Operating ROE excluding AOCI	15.3%	10.8%

We operate our core business strategies out of one reportable segment, Retirement Services. In addition to Retirement Services, we report certain other operations in Corporate and Other. See *Results of Operations by Segment* for further detail on the results of the segments.

Three Months Ended March 31, 2017 Compared to the Three Months Ended March 31, 2016

In this section, references to 2017 refer to the three months ended March 31, 2017 and references to 2016 refer to the three months ended March 31, 2016.

Net Income Available to AHL Shareholders

Net income available to AHL shareholders increased by $286 million, or 329%, to $373 million in 2017 from $87 million in 2016. ROE and ROE excluding AOCI increased to 20.6% and 22.2%, respectively, from 6.3% and 6.2% in 2016, respectively. The increase in net income available to AHL shareholders was driven by a $106 million increase in operating income, net of tax, a favorable net change in FIA derivatives and a favorable change in assumed reinsurance embedded derivatives. The net change in FIA derivatives was primarily driven by the performance of the equity indices to which our FIA policies are linked and favorable changes in discount rates compared to prior year. The change in assumed reinsurance embedded derivatives was driven by credit spreads tightening in 2017.

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Operating Income, Net of Tax

Operating income, net of tax increased by $106 million, or 70%, to $258 million in 2017 from $152 million in 2016. Operating ROE excluding AOCI was 15.3%, up from 10.8% in the prior period. The increase in operating income, net of tax was primarily driven by a strong increase in net investment earnings due to higher fixed income and other investment income and higher alternative investment income as well as favorable rider reserves and DAC amortization due to strong equity market performance partially offset by higher cost of crediting. The increase in fixed income and other investment income was primarily due to growth in our Retirement Services invested assets of $5.8 billion, higher interest rates and proceeds from a bond previously written down. The increase in alternative investment income was due to strength across the alternative portfolio. In 2016, fixed income and other investment income benefited from $45 million of bond call income from a large redemption partially offset by lower alternative investment income driven by lower credit fund income due to credit spreads widening and a decline in market value of public equity positions in one of our funds. Cost of crediting was higher by $20 million due to growth in our deferred annuity block of business which was partially offset by recent rate actions and lower option costs. Other liability costs were in line with prior year having benefited by approximately $40 million of rider reserve changes and favorable DAC amortization driven by strong equity market performance in 2017 compared to 2016 offset by growth in the block of business.

Our consolidated net investment earned rate was 4.48% in 2017, an increase from 4.03% in 2016, primarily attributed to a strong performance from our alternative investment portfolio and an increase in our fixed income and other investment portfolios. Our alternative investment net investment earned rate was 8.06% in 2017, an increase from (0.37)% in 2016, primarily attributed to lower income in 2016 reflecting credit spread widening as well as a decline in market value of public equity positions in one of our funds.

Revenues

Total revenue increased by $897 million to $1.6 billion in 2017 from $722 million in 2016. The increase was driven by favorable changes in investment related gains and losses, an increase in net investment income and a favorable change in VIE investment related gains and losses.

The change in investment related gains and losses increased by $764 million to $682 million in 2017 from $(82) million in 2016, primarily due to the change in fair value of FIA hedging derivatives and the change in assumed reinsurance embedded derivatives. The change in fair value of FIA hedging derivatives increased by $637 million driven by the performance of the indices upon which our call options are based. The majority of our call options are based on the S&P 500 index which experienced a 5.5% increase in 2017, compared to an 0.8% increase in 2016. The assumed reinsurance embedded derivatives are based on the change in the fair value of the underlying investments held in modco and funds withheld portfolios (see *Note 3 – Derivative Instruments* to the condensed consolidated financial statements) which increased by $90 million as a result of $93 million of net investment income adjustment during the three months ended March 31, 2017, primarily due to credit spreads tightening in 2017 compared to credit spreads widening in 2016. The change in unrealized gains and losses on trading securities was comprised of an unfavorable decrease in AmerUs Closed Block assets of $39 million related to higher unrealized gains in 2016 due to the decrease in U.S. treasury rates partially offset by $30 million of gains related to unit-linked investments attributed to a decrease in rates.

Net investment income increased by $94 million to $786 million in 2017 from $692 million in 2016, primarily driven by a strong increase in fixed income and other investment income and an increase in alternative investment income. The increase in fixed income and other investment income was driven by earnings from growth in our investment portfolio attributed to a strong increase in deposits over the prior twelve months, $14 million of proceeds from a bond previously written down and higher income on floating rate securities related to an increase in interest rates, partially offset by lower bond call and mortgage prepayment income of $39 million related to a large redemption in 2016 of $45 million. The increase in alternative investment income was primarily driven by higher credit fund income due to credit spread tightening in 2017 compared to credit spreads widening in 2016.

The change in VIE investment related gains and losses increased by $24 million to $1 million in 2017 from $(23) million in 2016, primarily driven by a decline in market value of public equity positions in one of our funds in 2016.

Benefits and Expenses

Total benefits and expenses increased by $590 million to $1.2 billion in 2017 from $634 million in 2016. The increase was driven by an unfavorable change in interest sensitive contract benefits, an increase in DAC, DSI and VOBA amortization and higher policy and other operating expenses.

Interest sensitive contract benefits increased by $443 million to $696 million in 2017 from $253 million in 2016, primarily due to the change in FIA fair value embedded derivatives and higher interest credited to policyholders related to strong growth in deposits. The change in FIA fair value embedded derivatives increased by $398 million primarily driven by the performance of the equity indices to which our FIA policies are linked, primarily the S&P 500 index, which experienced a 5.5% increase in 2017, compared to a 0.8% increase in 2016 as well as a favorable change in discount rates used in our embedded derivative calculations as the decrease in 2016 discount rates was larger than the slight decrease in 2017.

DAC, DSI and VOBA amortization increased by $94 million to $126 million in 2017 from $32 million in 2016, primarily due to the favorable net change in FIA derivatives, the favorable change in investment related gains and losses and growth in the DAC asset balances related to block growth offset by the strong equity market performance in 2017 compared to 2016.

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Policy and other operating expenses increased by $52 million to $156 million in 2017 from $104 million in 2016, primarily attributed to $28 million increase in stock compensation expense reflecting a benefit in 2016 attributed to the decline in share price of our peer subgroup used to value our common share price. The remaining increase was primarily attributed to growing our business and expanding our distribution channels.

Future policy and other policy benefits decreased by $10 million to $214 million in 2017 from $224 million in 2016, primarily attributable to a decrease in the change in AmerUs Closed Block fair value liability, partially offset by an unfavorable change in the rider reserves. The favorable change in the AmerUs Closed Block fair value liability of $59 million was primarily driven by the increase in unrealized gains on the underlying investments driven by higher unrealized gains in 2016 due to the decrease in U.S. treasury rates. We have elected the fair value option to value the AmerUs Closed Block whereby the fair value of liabilities is the sum of the fair value of the assets plus our cost of capital in the AmerUs Closed Block. The unfavorable change in rider reserves of $41 million was primarily driven by the growth in the block of business and an increase related to the net change in FIA derivatives partially offset by the strong equity market performance in 2017 compared to 2016 resulting in increased index credits to policyholder accounts, which lowered the amount needed to fund the rider reserve.

Taxes

Income tax expense increased by $21 million to $22 million in 2017 from $1 million in 2016. The increase was primarily driven by the increase in income subject to U.S. income taxes of $54 million, or approximately $19 million of tax based on a 35% U.S. statutory rate.

Our effective tax rates were 6% in 2017 and 1% in 2016. Our effective tax rates may vary year-to-year depending upon the relationship of income and loss subject to tax compared to consolidated income and loss before income taxes.

Results of Operations by Segment

The following summarizes our operating income, net of tax by segment:

	Three months ended March 31,	
(In millions, except percentages)	2017	2016
Operating income, net of tax by segment		
Retirement Services	$ 267	$ 197
Corporate and Other	(9)	(45)
Operating income, net of tax	$ 258	$ 152
Retirement Services operating ROE excluding AOCI	22.8%	19.7%

Retirement Services

Retirement Services is comprised of our United States and Bermuda operations which issue and reinsure retirement savings products and institutional products. Retirement Services has retail operations, which provide annuity retirement solutions to our policyholders. Retirement Services also has reinsurance operations, which reinsure MYGAs, FIAs, traditional one year guarantee fixed deferred annuities, immediate annuities and institutional products from our reinsurance partners. In addition, our funding agreements are included in our Retirement Services segment.

Three Months Ended March 31, 2017 Compared to the Three Months Ended March 31, 2016

Operating Income, Net of Tax

Operating income, net of tax increased by $70 million, or 36%, to $267 million in 2017, from $197 million in 2016. Operating ROE excluding AOCI was 22.8%, up from 19.7% in the prior period. The increase in operating income, net of tax was primarily driven by an increase in net investment income from strong fixed income and other investment income and strong alternative investment income as well as favorable rider reserves and DAC amortization due to strong equity market performance partially offset by higher cost of crediting. The increase in net investment income was driven mainly by earnings from growth in invested assets of $5.8 billion, higher interest rates, the proceeds from a bond previously written down and strength in the alternatives portfolio. In 2016, fixed income and other investment income benefited from $45 million of bond call income from a large redemption partially offset by lower alternative investment income driven by lower credit fund income due to credit spreads widening. Cost of crediting was higher by $20 million due to growth in our deferred annuity block of business which was partially offset by recent rate actions and lower option costs. Other liability costs were in line with prior year having benefited by approximately $40 million of rider reserve changes and favorable DAC amortization driven by strong equity market performance in 2017 compared to 2016 offset by growth in the block of business.

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Net investment income increased $89 million primarily driven by a $55 million increase in fixed income and other investment income attributed earnings from growth in invested assets of $5.8 billion attributed to a strong increase in deposits over the prior twelve months, $14 million of proceeds on the recovery of a bond previously written down and higher income on floating rate securities related to an increase in interest rates, partially offset by lower bond call and mortgage prepayment income of $39 million related to a large redemption in 2016 of $45 million. The increase in alternative investment income was primarily driven by higher credit fund income due to credit spread tightening in 2017 compared to credit spreads widening in 2016.

Investment Margin on Deferred Annuities

	Three months ended March 31,	
	2017	2016
Net investment earned rate	4.76%	4.59%
Cost of crediting	1.91%	1.96%
Investment margin on deferred annuities	2.85%	2.63%

Investment margin on deferred annuities increased by 22 basis points to 2.85% in 2017, from 2.63% in 2016. The increase in the investment margin on deferred annuities was driven by the increase in net investment earned rate of 17 basis points, showing strength in our investment portfolio, and a favorable decrease in cost of crediting of 5 basis points.

Net investment earned rate increased due to the increase in alternative investment income earned rate partially offset by a slight decrease in fixed income and other investment income earned rate. The alternative investments net investments earned rate increased to 10.58% in 2017, from 5.79% in 2016 driven by lower income in 2016 reflecting credit spread widening. The fixed income and other net investment earned rate decreased slightly in 2017, to 4.52% from 4.54% in 2016 primarily driven by lower bond call and mortgage prepayment income related to a large redemption of 30 basis points in 2016 partially offset by the proceeds from a bond previously written down and higher income on floating rate securities related to an increase in interest rates. The net investment earned rates continue to reflect impacts of holding approximately 29% of total invested assets in floating rate investments and 1% of invested assets in cash holdings to opportunistically capitalize on market dislocations.

Cost of crediting on deferred annuities decreased by 5 basis points to 1.91% in 2017, from 1.96% in 2016. The decrease in cost of crediting was driven by recent rate actions and lower option costs. We continue to focus on pricing discipline, managing interest rates credited to policyholders and managing the cost of options to fund the annual index credits on our FIA products.

Corporate and Other

Corporate and Other includes certain other operations related to our corporate activities and our German operations, which is primarily comprised of participating long-duration savings products. In addition to our German operations, included in Corporate and Other are corporate allocated expenses, merger and acquisition costs, debt costs, certain integration and restructuring costs, certain stock-based compensation and intersegment eliminations. In Corporate and Other we also hold capital in excess of the level of capital we hold in Retirement Services to support our operating strategy.

Operating Income (Loss), Net of Tax

Operating (loss), net of tax decreased by $36 million, or 80%, to $(9) million in 2017, from $(45) million in 2016. The decrease in operating (loss), net of tax was driven by an increase in alternative investment income attributed to lower credit fund income in 2016 due to credit spread widening and a decline in market value of public equity positions in one of our funds in 2016. This was partially offset by an $11 million unfavorable change in fair value within one of our funds in 2017. Results in the quarter for our German business were in line with those in the prior year.

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Consolidated Investment Portfolio

We had consolidated investments, including related parties, of $75.1 billion and $72.4 billion as of March 31, 2017 and December 31, 2016, respectively. Our investment strategy seeks to achieve sustainable risk-adjusted returns through disciplined managing of investment characteristics with our long-duration liabilities and the diversification of risk. The investment strategies utilized by our investment managers focus primarily on a buy and hold asset allocation strategy that may be adjusted periodically in response to changing market conditions and the nature of our liability profile. The majority of our investment portfolio, excluding investments of our German subsidiary, are managed by AAM, an indirect subsidiary of Apollo founded for the express purpose of managing Athene's portfolio. AAM provides a full suite of services for our investment portfolio, including direct investment management, asset allocation, mergers and acquisition asset diligence, and certain operational support services, including investment compliance, tax, legal and risk management support. Our relationship with AAM and Apollo allows us to take advantage of our generally illiquid liability profile by identifying investment opportunities with an emphasis on earning incremental yield by taking liquidity and complexity risk rather than assuming solely credit risk. The deep experience of the AAM investment team and Apollo's credit portfolio managers assist us in sourcing and underwriting complex asset classes. AAM has selected a diverse array of corporate bonds and more structured, but highly rated asset classes. We also maintain holdings in floating rate and less rate-sensitive instruments, including CLOs, non-agency RMBS and various types of structured products. In addition to our fixed income portfolio, we opportunistically allocate 5-10% of our portfolio to alternative investments where we primarily focus on fixed income-like, cash flow-based investments.

Our invested assets, which are those which directly back our policyholder liabilities as well as surplus assets (as previously discussed in *Key Operating and Non-GAAP Measures*), were $73.6 billion and $71.8 billion as of March 31, 2017 and December 31, 2016, respectively. AAM manages, directly and indirectly, approximately $67.4 billion and AAME and affiliates sub-advises approximately $4.9 billion, which in the aggregate constitute the vast majority of our investment portfolio as of March 31, 2017, comprising a diversified portfolio of fixed maturity and other securities. Through our relationship with Apollo, AAM has identified unique investment opportunities for us. AAM's knowledge of our funding structure and regulatory requirements allows it to design customized strategies and investments for our portfolio.

Our asset portfolio is managed within the limits and constraints set forth in our Investment and Credit Risk Policy. Under this policy, we set limits on investments in our portfolio by asset class, such as corporate bonds, emerging markets securities, municipal bonds, non-agency RMBS, CMBS, CLOs, commercial mortgage whole loans and mezzanine loans and investment funds. We also set credit risk limits for exposure to a single issuer that vary based on ratings. In addition, our investment portfolio is constrained by its scenario-based capital ratio limit and its stressed liquidity limit.

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The following table presents the carrying values of our total investments and investments in related parties:

(In millions, except percentages)	March 31, 2017 Carrying Value	March 31, 2017 Percent of Total	December 31, 2016 Carrying Value	December 31, 2016 Percent of Total
AFS securities, at fair value				
Fixed maturity securities	$ 54,225	72.2%	$ 52,033	71.8%
Equity securities	422	0.6%	353	0.5%
Trading securities, at fair value	2,595	3.5%	2,581	3.6%
Mortgage loans, net of allowances	5,453	7.2%	5,470	7.5%
Investment funds	689	0.9%	689	1.0%
Policy loans	579	0.8%	602	0.8%
Funds withheld at interest	6,593	8.8%	6,538	9.0%
Derivative assets	1,708	2.3%	1,370	1.9%
Real estate	553	0.7%	542	0.7%
Short-term investments	166	0.2%	189	0.3%
Other investments	82	0.1%	81	0.1%
Total investments	73,065	97.3%	70,448	97.2%
Investment in related parties				
AFS securities at fair value				
Fixed maturity securities	361	0.5%	335	0.5%
Equity securities	—	—%	20	—%
Trading securities, at fair value	169	0.2%	195	0.3%
Investment funds	1,276	1.7%	1,198	1.7%
Other investments	238	0.3%	237	0.3%
Short-term investments	20	—%	—	—%
Total related party investments	2,064	2.7%	1,985	2.8%
Total investments, including related party	$ 75,129	100.0%	$ 72,433	100.0%

The increase in our total investments, including related parties, as of March 31, 2017 of $2.7 billion compared to December 31, 2016 was driven by unrealized gains on AFS securities including related parties, issuances of funding agreement backed notes, an increase in derivatives and reinvestment of earnings. Unrealized gains on investments were $516 million primarily attributed to credit spreads tightening during 2017. Derivative assets increased by $338 million primarily attributed to an increase in equity markets during 2017 as the S&P 500 index increased by 5.5%.

Our investment portfolio consists largely of high quality fixed maturity securities, loans and short-term investments, as well as additional opportunistic holdings in investment funds and other instruments, including a small amount of equity holdings. Fixed maturity securities and loans include publicly issued corporate bonds, government and other sovereign bonds, privately placed corporate bonds and loans, mortgage loans, CMBS, RMBS, CLOs, and other asset-backed securities (ABS).

While the substantial majority of our investment portfolio has been allocated to corporate bonds and structured credit products, a key component of our investment strategy is the opportunistic acquisition of investment funds with attractive risk and return profiles. Our investment fund portfolio consists of funds that employ various strategies including mortgage and real estate funds, credit funds, private equity funds and hedge funds. We currently target investments that are fixed-income-like or income producing and that have embedded downside protection. We also prefer investment funds that have a high degree of co-investment, have a stated maturity value or have reduced volatility versus pure equity. A majority of our investments in traditional private equity investments and hedge funds are a result of the acquisition of Aviva USA, which had existing private equity and hedge fund investment portfolios at the time of acquisition. We also acquired certain investment funds from AAA Investor (which are classified as private equity investments and consolidated VIEs) as a one-time capital contribution by our largest shareholder in advance of the Aviva USA acquisition. With respect to investment fund portfolios that we receive in these transactions, we actively reinvest these investments in our preferred credit-oriented strategies over time as we liquidate these holdings.

We hold derivatives for economic hedging purposes to reduce our exposure to the cash flow variability of assets and liabilities, equity market risk, interest rate risk, credit risk, and to a lesser extent, foreign exchange risk. Our primary use of derivative instruments relates to providing the income needed to fund the annual indexed credits on our FIA products. We use fixed indexed options primarily to economically hedge FIA products that guarantee the return of principal to the policyholder and credit interest based on a percentage of the gain in a specific market index.

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With respect to derivative positions, we transact with highly rated counterparties, and do not expect the counterparties to fail to meet their obligations under the contracts. We generally use industry standard agreements and annexes with bilateral collateral provisions to further reduce counterparty credit exposure.

AFS Securities

We invest with the intent to hold investments to maturity. In selecting investments we attempt to source investments that match our future cash flow needs. However, we may sell any of our investments in advance of maturity in order to timely satisfy our liabilities as they become due or in order to respond to a change in the credit profile or other characteristics of the particular investment.

AFS fixed maturity securities are carried at fair value on our condensed consolidated balance sheets. Changes in fair value for our AFS portfolio, net of related DAC, DSI and VOBA amortization and the change in rider reserves, are charged or credited to other comprehensive income, net of tax. Declines in fair value that are other than temporary are recorded as realized losses in the condensed consolidated statements of income, net of any applicable non-credit component of the loss, which is recorded as an adjustment to other comprehensive income.

The distribution of our AFS securities, including related parties, by type is as follows:

	March 31, 2017				
(In millions, except percentages)	Cost or Amortized Cost	Unrealized Gain	Unrealized Loss	Fair Value	Percent of Total
Fixed maturity securities					
U.S. government and agencies	$ 59	$ 1	$ —	$ 60	0.1%
U.S. state, municipal, and political subdivisions	1,016	125	(1)	1,140	2.1%
Foreign governments	1,959	87	(15)	2,031	3.7%
Corporate	30,806	1,021	(260)	31,567	57.3%
CLO	5,039	34	(52)	5,021	9.1%
ABS	3,279	34	(53)	3,260	5.9%
CMBS	1,835	46	(21)	1,860	3.4%
RMBS	8,857	458	(29)	9,286	16.9%
Total fixed maturity securities	52,850	1,806	(431)	54,225	98.5%
Equity securities	381	42	(1)	422	0.8%
Total AFS securities	53,231	1,848	(432)	54,647	99.3%
Fixed maturity securities – related parties					
CLO	304	3	(1)	306	0.6%
ABS	55	—	—	55	0.1%
Total fixed maturity securities – related party	359	3	(1)	361	0.7%
Equity securities – related party	—	—	—	—	—%
Total AFS securities – related parties	359	3	(1)	361	0.7%
Total AFS securities, including related parties	$ 53,590	$ 1,851	$ (433)	$ 55,008	100.0%

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(In millions, except percentages)	December 31, 2016				
	Cost or Amortized Cost	Unrealized Gain	Unrealized Loss	Fair Value	Percent of Total
Fixed maturity securities					
U.S. government and agencies	$ 59	$ 1	$ —	$ 60	0.1%
U.S. state, municipal, and political subdivisions	1,024	117	(1)	1,140	2.2%
Foreign governments	2,098	143	(6)	2,235	4.2%
Corporate	29,433	901	(314)	30,020	57.0%
CLO	4,950	14	(142)	4,822	9.1%
ABS	2,980	25	(69)	2,936	5.6%
CMBS	1,835	38	(26)	1,847	3.5%
RMBS	8,731	313	(71)	8,973	17.0%
Total fixed maturity securities	51,110	1,552	(629)	52,033	98.7%
Equity securities	319	35	(1)	353	0.7%
Total AFS securities	51,429	1,587	(630)	52,386	99.4%
Fixed maturity securities – related parties					
CLO	284	1	(6)	279	0.5%
ABS	57	—	(1)	56	0.1%
Total fixed maturity securities – related party	341	1	(7)	335	0.6%
Equity securities – related party	20	—	—	20	—%
Total AFS securities - related parties	361	1	(7)	355	0.6%
Total AFS securities, including related parties	$ 51,790	$ 1,588	$ (637)	$ 52,741	100.0%

Fixed Maturity Securities

We maintain a diversified AFS portfolio of corporate fixed maturity securities across industries and issuers, and a diversified portfolio of structured securities. The composition of our AFS fixed maturity securities, including related parties, is as follows:

	March 31, 2017		December 31, 2016	
(In millions, except percentages)	Fair Value	Percent of Total	Fair Value	Percent of Total
Corporate				
Industrial other[1]	$ 11,167	20.5%	$ 10,645	20.3%
Financial	9,724	17.8%	9,156	17.5%
Utilities	6,843	12.5%	6,588	12.6%
Communication	2,313	4.2%	2,235	4.3%
Transportation	1,520	2.8%	1,396	2.7%
Total corporate	31,567	57.8%	30,020	57.4%
Other government-related securities				
State, municipal and political subdivisions	1,140	2.1%	1,140	2.2%
Foreign governments	2,031	3.7%	2,235	4.3%
U.S. treasuries	60	0.1%	60	0.1%
Total non-structured securities	34,798	63.7%	33,455	64.0%
Structured securities				
CLO	5,327	9.8%	5,101	9.7%
ABS	3,315	6.1%	2,992	5.7%
CMBS	1,860	3.4%	1,847	3.5%
RMBS				
Agency	106	0.2%	112	0.2%
Non-agency	9,180	16.8%	8,861	16.9%
Total structured securities	19,788	36.3%	18,913	36.0%
Total fixed maturity securities, including related parties	$ 54,586	100.0%	$ 52,368	100.0%

[1] *Includes securities within various industry segments including capital goods, basic industry, consumer cyclical, consumer non-cyclical, industrial, and technology.*

The fair value of our total fixed maturity securities, including related parties, was $54.6 billion and $52.4 billion as of March 31, 2017 and December 31, 2016, respectively. The increase was driven by unrealized gains on AFS securities including related parties attributed to credit spreads tightening during 2017 and issuances of funding agreement backed notes.

The Securities Valuation Office (SVO) of the NAIC is responsible for the credit quality assessment and valuation of securities owned by state regulated insurance companies. Insurance companies report ownership of securities to the SVO when such securities are eligible for filing on the relevant schedule of the NAIC Financial Statement Blank. The SVO conducts credit analysis on these securities for the purpose of assigning an NAIC designation and/or unit price. Typically, if a security has been rated by an NRSRO, the SVO utilizes that rating and assigns an NAIC designation based upon the following system:

NAIC designation	NRSRO equivalent rating
1	AAA/AA/A
2	BBB
3	BB
4	B
5	CCC
6	CC and lower

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The SVO's loan-backed and structured securities (LBaSS) methodology is focused on determining the risk associated with the recovery of the amortized cost of each security. In contrast, the NRSRO ratings methodology is focused on the likelihood of recovery of all contractual payments, including principal at par regardless of entry price. The NRSRO rating assumes that the holder is the original purchaser at par whereas the modeled and non-modeled LBaSS ratings are focused on the recovery of current amortized cost. As the NAIC ratings methodology considers our investment and amortized cost, and the likelihood of recovery of that book value as opposed to the likelihood of default of the security, we view the NAIC ratings methodology as the most appropriate way to view our fixed maturity portfolio from a ratings perspective since a large portion of our holdings were purchased at a significant discount to par.

Specific to LBaSS, the SVO has developed a ratings process and provides instruction on both modeled and non-modeled LBaSS. The modeled LBaSS process is specific to the RMBS and CMBS asset classes. In order to establish ratings at the individual security level, the SVO obtains loan-level analysis of each RMBS and CMBS using a selected vendor's proprietary financial model. The SVO ensures that the vendor has extensive internal quality-control processes in place and the SVO conducts its own quality-control checks of the selected vendor's valuation process. The SVO has retained the services of Blackrock to model non-agency RMBS and CMBS owned by U.S. insurers for all years presented. Blackrock provides five prices (breakpoints), based on each U.S. insurer's statutory book value price, to utilize in determining the NAIC designation for each modeled LBaSS. For non-modeled LBaSS (ABS and CLOs) with the initial rating of NAIC 1 or NAIC 6, the rating remains the same through the life of the security. For non-modeled LBaSS with the initial rating of NAIC 2 through NAIC 5, the selected vendors are not utilized and the NAIC designations are set using a standardized table of breakpoints provided by the SVO for application to the insurer's statutory book value price. The NAIC designation determines the associated level of RBC that an insurer is required to hold for modeled LBaSS owned by the insurer. In general, under both the modeled and non-modeled LBaSS processes, the larger the discount to par value, the stronger the NAIC rating the LBaSS will have.

A summary of our AFS fixed maturity securities, including related parties, by NAIC designation (with our German operations applying NRSRO ratings to map to NAIC ratings as noted above) is as follows:

	March 31, 2017			December 31, 2016		
(In millions, except percentages)	Amortized Cost	Fair Value	Percent of Total	Amortized Cost	Fair Value	Percent of Total
NAIC designation						
1	$ 29,687	$ 30,635	56.2%	$ 29,477	$ 30,211	57.7%
2	19,677	20,109	36.8%	18,348	18,617	35.5%
Total investment grade	49,364	50,744	93.0%	47,825	48,828	93.2%
3	3,113	3,110	5.7%	2,871	2,812	5.4%
4	625	624	1.1%	647	622	1.2%
5	92	91	0.2%	87	82	0.2%
6	15	17	—%	21	24	—%
Total below investment grade	3,845	3,842	7.0%	3,626	3,540	6.8%
Total fixed maturity securities, including related parties	$ 53,209	$ 54,586	100.0%	$ 51,451	$ 52,368	100.0%

Substantially all of our AFS fixed maturity portfolio, 93.0% and 93.2% as of March 31, 2017 and December 31, 2016, respectively, was invested in assets considered investment grade with a NAIC rating of 1 or 2.

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A summary of our AFS fixed maturity securities, including related parties, by NRSRO ratings is set forth below:

	March 31, 2017		December 31, 2016	
(In millions, except percentages)	Fair Value	Percent of Total	Fair Value	Percent of Total
NRSRO rating agency designation				
AAA/AA/A	$ 19,069	34.8%	$ 18,791	35.9%
BBB	19,352	35.5%	18,002	34.4%
Non-rated[1]	5,936	10.9%	5,650	10.8%
Total investment grade	44,357	81.2%	42,443	81.1%
BB	3,349	6.1%	3,286	6.3%
B	1,286	2.4%	1,372	2.6%
CCC	2,438	4.5%	2,374	4.5%
CC and lower	2,576	4.7%	2,404	4.6%
Non-rated[1]	580	1.1%	489	0.9%
Total below investment grade	10,229	18.8%	9,925	18.9%
Total fixed maturity securities, including related parties	$ 54,586	100.0%	$ 52,368	100.0%

[1] *Securities denoted as non-rated by the NRSRO were classified as investment or non-investment grade according to the security's respective NAIC rating.*

Consistent with the NAIC Process and Procedures Manual, an NRSRO rating was assigned based on the following criteria: (a) the equivalent S&P rating where the security is rated by one NRSRO; (b) the equivalent S&P rating of the lowest NRSRO when the security is rated by two NRSROs; and (c) the equivalent S&P rating of the second lowest NRSRO if the security is rated by three or more NRSROs. If the lowest two NRSRO ratings are equal, then such rating will be the assigned rating. NRSRO ratings available for the periods presented were S&P, Fitch, Moody's Investor Service (Moody's), DBRS, and Kroll Bond Rating Agency, Inc. (KBRA).

The portion of our AFS fixed maturity portfolio that was considered below investment grade based on NRSRO ratings was 18.8% and 18.9% as of March 31, 2017 and December 31, 2016, respectively. The primary driver of the difference in the percentage of securities considered below investment grade by NRSROs as compared to the securities considered below investment grade by the NAIC relates to the difference in ratings methodologies between the NRSRO and NAIC for RMBS due to investments acquired at a discount to par value, as discussed above.

As of March 31, 2017 and December 31, 2016, the non-rated securities shown above were comprised of 40% and 43%, respectively, of corporate private placement securities for which we have not sought individual ratings from the NRSROs and 43% and 44%, respectively, of RMBS, many of which were acquired at a significant discount to par. We rely on internal analysis of credit risk and ratings assigned by the NAIC. As of March 31, 2017 and December 31, 2016, 91% and 92%, respectively, of the non-rated securities were designated NAIC 1 or 2.

Asset-backed Securities – We invest in ABS which are securitized by pools of assets such as consumer loans, student loans, insurance-linked securities, and corporate debt. These holdings were $3.3 billion and 3.0 billion as of March 31, 2017 and December 31, 2016, respectively. As of March 31, 2017 and December 31, 2016, our ABS portfolio included approximately $3.0 billion (90% of the total) and $2.7 billion (91% of the total), respectively, of securities that are considered investment grade based on NAIC ratings, while approximately $2.8 billion (85% of the total) and $2.5 billion (85% of the total), respectively, of securities were considered investment grade based on NRSRO ratings.

Collateralized Loan Obligations – We also invest in CLOs which pay principal and interest from cash flows received from underlying corporate loans. These holdings were $5.3 billion and $5.1 billion as of March 31, 2017 and December 31, 2016, respectively. As of March 31, 2017 and December 31, 2016, our CLO portfolio included approximately $4.3 billion (81% of the total) and $4.2 billion (83% of the total), respectively, of securities that are considered investment grade based on NAIC ratings while approximately $4.4 billion (83% of the total) and $4.2 billion (82% of the total), respectively, of securities were considered investment grade based on NRSRO ratings.

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Commercial Mortgage-backed Securities – A portion of our fixed maturity AFS portfolio is invested in CMBS. CMBS are constructed from pools of commercial mortgages. These holdings were $1.9 billion and $1.8 billion as of March 31, 2017 and December 31, 2016, respectively. As of March 31, 2017 and December 31, 2016, our CMBS portfolio included approximately $1.8 billion (97% of the total) and $1.8 billion (97% of the total), respectively, of securities that are considered investment grade based on NAIC ratings while approximately $1.1 billion (61% of the total) and $1.1 billion (60% of the total), respectively, of securities were considered investment grade based on NRSRO ratings.

Residential Mortgage-backed Securities – As part of our core investment strategy, a portion of our fixed maturity AFS portfolio is invested in RMBS. RMBS are securities constructed from pools of residential mortgages and backed by payments from those pools. Excluding limitations on access to lending and other extraordinary economic conditions, prepayments of principal on the underlying loans can be expected to accelerate with decreases in market interest rates and diminish with increases in interest rates. Our investments in RMBS are primarily non-agency RMBS having a significant focus on assets with attractive entry prices, which in general results in investment grade ratings by the NAIC given the likelihood that we ultimately receive principal and interest distributions in an amount at least equal to our cost. These holdings were $9.3 billion and $9.0 billion as of March 31, 2017 and December 31, 2016, respectively.
A summary of our AFS RMBS portfolio by NAIC and NRSRO quality ratings is as follows:

	March 31, 2017		December 31, 2016	
(In millions, except percentages)	Fair Value	Percent of Total	Fair Value	Percent of Total
NAIC designation				
1	$ 8,884	95.7%	$ 8,652	96.4%
2	197	2.1%	140	1.6%
Total investment grade	9,081	97.8%	8,792	98.0%
3	124	1.3%	96	1.1%
4	25	0.3%	29	0.3%
5	54	0.6%	54	0.6%
6	2	—%	2	—%
Total below investment grade	205	2.2%	181	2.0%
Total RMBS	$ 9,286	100.0%	$ 8,973	100.0%
NRSRO rating agency designation				
AAA/AA/A	$ 325	3.5%	$ 345	3.8%
BBB	276	3.0%	245	2.7%
Non-rated[1]	2,708	29.1%	2,638	29.5%
Total investment grade	3,309	35.6%	3,228	36.0%
BB	443	4.8%	419	4.7%
B	524	5.6%	567	6.3%
CCC	2,336	25.2%	2,280	25.4%
CC and lower	2,569	27.7%	2,395	26.7%
Non-rated[1]	105	1.1%	84	0.9%
Total below investment grade	5,977	64.4%	5,745	64.0%
Total RMBS	$ 9,286	100.0%	$ 8,973	100.0%

[1] *Securities denoted as non-rated by the NRSRO were classified as investment or non-investment grade according to the security's respective NAIC rating.*

A significant majority of our RMBS portfolio, 97.8% and 98.0% as of March 31, 2017 and December 31, 2016, respectively, was invested in assets considered investment grade by the NAIC, with a NAIC rating of 1 or 2. As NRSRO ratings are focused on the likelihood of recovery of all contractual payments including principal at par, instead of the recovery of the amortized cost, the portion considered investment grade by NRSRO rating agencies of 35.6% and 36.0% as of March 31, 2017 and December 31, 2016, respectively, were lower than the NAIC ratings. As we focus on acquiring RMBS assets with attractive entry prices, some of these assets have experienced deterioration in credit quality since their issuance, the vast majority of which we purchased after the deterioration. Many of these securities were acquired at a discount to par value that resulted in a statutory book price that yields an investment grade NAIC rating. As a result of deterioration in credit quality since issuance, these securities are generally considered below investment grade based on NRSRO ratings methodologies. As a result, we have a significant difference in the number of securities considered below investment grade when evaluated under the NRSRO ratings methodologies when compared with the ratings evaluated under the NAIC ratings methodology.

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Unrealized Losses

Our investments in fixed maturity securities, including related parties, are reported at fair value with changes in fair value recorded in other comprehensive income. Certain of our fixed maturity securities, including related parties, have experienced declines in fair value that we consider temporary in nature. As of March 31, 2017, our fixed maturity securities, including related parties, had a fair value of $54.6 billion, which was approximately 2.6% above amortized cost of $53.2 billion. As of December 31, 2016, our fixed maturity securities, including related parties, had a fair value of $52.4 billion, which was approximately 1.8% above amortized cost of $51.5 billion. These investments are held to support our product liabilities and we currently have the intent and ability to hold these securities until sale or maturity, and believe the securities will recover the amortized cost basis prior to sale or maturity.

The following tables reflect the unrealized losses on the AFS fixed maturity portfolio, including related parties, by NAIC quality ratings:

	March 31, 2017					
(In millions, except percentages)	Amortized Cost of Securities with Unrealized Loss	Gross Unrealized Loss	Fair Value of Securities with Unrealized Loss	Fair Value to Amortized Cost Ratio	Fair Value of Total AFS Fixed Maturity Securities	Percent of Loss to Total AFS Fair Value NAIC Rating
NAIC designation						
1	$ 6,573	$ (198)	$ 6,375	97.0%	$ 30,635	(0.6)%
2	4,814	(154)	4,660	96.8%	20,109	(0.8)%
Total investment grade	11,387	(352)	11,035	96.9%	50,744	(0.7)%
3	1,569	(61)	1,508	96.1%	3,110	(2.0)%
4	221	(17)	204	92.3%	624	(2.7)%
5	37	(2)	35	94.6%	91	(2.2)%
6	4	—	4	100.0%	17	— %
Total below investment grade	1,831	(80)	1,751	95.6%	3,842	(2.1)%
Total	$ 13,218	$ (432)	$ 12,786	96.7%	$ 54,586	(0.8)%

	December 31, 2016					
(In millions, except percentages)	Amortized Cost of Securities with Unrealized Loss	Gross Unrealized Loss	Fair Value of Securities with Unrealized Loss	Fair Value to Amortized Cost Ratio	Fair Value of Total AFS Fixed Maturity Securities	Percent of Loss to Total AFS Fair Value NAIC Rating
NAIC designation						
1	$ 8,805	$ (272)	$ 8,533	96.9%	$ 30,211	(0.9)%
2	6,156	(220)	5,936	96.4%	18,617	(1.2)%
Total investment grade	14,961	(492)	14,469	96.7%	48,828	(1.0)%
3	1,769	(103)	1,666	94.2%	2,812	(3.7)%
4	329	(35)	294	89.4%	622	(5.6)%
5	34	(6)	28	82.4%	82	(7.3)%
6	1	—	1	100.0%	24	— %
Total below investment grade	2,133	(144)	1,989	93.2%	3,540	(4.1)%
Total	$ 17,094	$ (636)	$ 16,458	96.3%	$ 52,368	(1.2)%

The gross unrealized losses on AFS fixed maturity securities, including related parties, were $432 million and $636 million as of March 31, 2017 and December 31, 2016, respectively. The decrease in unrealized losses was driven by credit spreads tightening during 2017 resulting in an increase in unrealized gains.

As of March 31, 2017 and December 31, 2016, we held $3.8 billion and $3.6 billion, respectively, in energy sector fixed maturity securities, or 7% of the total fixed maturity securities in both periods, including related parties for each period. The gross unrealized capital losses on these securities were $45 million and $73 million, or 10% and 11% of the total unrealized losses, respectively.

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Other-Than-Temporary Impairments

For our OTTI policy and the identification of securities that could potentially have impairments, see *Note 1 – Business, Basis of Presentation and Significant Accounting Policies* and *Note 2 – Investments* to the condensed consolidated financial statements, as well as *Critical Accounting Estimates and Judgments*.

During the three months ended March 31, 2017, we recorded $1 million of OTTI losses, all of which related to ABS. Of the OTTI losses recognized during 2017, there were no OTTI losses related to the energy sector. During the three months ended March 31, 2016, we recorded $10 million of OTTI losses comprised of $5 million related to ABS, $3 million related to corporate fixed maturities and $2 million related to RMBS. Of the OTTI losses recognized during 2016, $3 million related to the energy sector. The annualized OTTI losses we have experienced for the three months ended March 31, 2017 and 2016, translate into 1 basis point and 6 basis points, respectively, of average invested assets.

International Exposure

A portion of our fixed maturity securities are invested in securities with international exposure. As of March 31, 2017 and December 31, 2016, 32% of the carrying value of our fixed maturity securities, including related parties was comprised of securities of issuers based outside of the United States and debt securities of foreign governments. These securities are either denominated in U.S. dollars or do not expose us to significant foreign currency risk as a result of foreign currency swap arrangements.

The following table presents our international exposure in our fixed maturity securities portfolio, including related parties, by country or region:

	March 31, 2017			December 31, 2016		
(In millions, except percentages)	Amortized Cost	Fair Value	Percent of Total	Amortized Cost	Fair Value	Percent of Total
Country of risk						
Ireland	$ 486	$ 490	2.8%	$ 510	$ 516	3.1%
Italy	94	95	0.5%	90	92	0.6%
Spain	188	198	1.1%	175	190	1.1%
Total Portugal, Ireland, Italy, Greece and Spain[1]	768	783	4.4%	775	798	4.8%
Other Europe	6,682	6,830	39.6%	6,336	6,512	39.2%
Total Europe	7,450	7,613	44.0%	7,111	7,310	44.0%
Non-U.S. North America	7,434	7,497	43.4%	7,185	7,105	42.8%
Australia & New Zealand	1,233	1,263	7.3%	1,283	1,304	7.9%
Central & South America	461	482	2.8%	456	467	2.8%
Africa & Middle East	167	174	1.0%	164	167	1.0%
Asia/Pacific	220	226	1.3%	216	218	1.3%
Supranational	26	27	0.2%	26	27	0.2%
Total	$ 16,991	$ 17,282	100.0%	$ 16,441	$ 16,598	100.0%

[1] *As of each of March 31, 2017 and December 31, 2016, we had no holdings in Portugal or Greece.*

Approximately 89.1% and 89.7% of these securities are investment grade by NAIC designation as of March 31, 2017 and December 31, 2016, respectively. As of March 31, 2017, 9% of our fixed maturity securities, including related parties, were invested in CLOs of Cayman Islands issuers (for which underlying investments are largely loans to U.S. issuers), 6% were invested in securities of non-U.S. issuers by our German Group Companies and 17% were invested in other non-U.S. issuers.

Portugal, Ireland, Italy, Greece and Spain continue to represent credit risk as economic conditions in these countries continue to be volatile, especially within the financial and banking sectors. We had $783 million and $798 million as of March 31, 2017 and December 31, 2016, respectively, of exposure in these countries. As of March 31, 2017 and December 31, 2016, we had $228 million and $237 million, respectively, of exposure to sovereign issuers in Spain, Ireland and Italy as a result of investments acquired from the DLD acquisition in 2015.

The effects on our investments in non-U.S. securities as a result of Brexit is unknown at this time, but the effects of Brexit are likely to lead to greater volatility in global financial markets in the near term. As of March 31, 2017, we held United Kingdom and Channel Islands fixed maturity securities of $1.7 billion, or 3.0% of the total fixed maturities including related parties. As of March 31, 2017, these securities were in an unrealized gain position of $31 million. Our investment managers analyze each holding for credit risk by economic and other factors of each country and industry.

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Trading Securities

Trading securities, including related parties, were $2.8 billion as of each of March 31, 2017 and December 31, 2016, respectively. Trading securities are primarily comprised of AmerUs Closed Block securities for which we have elected the fair value option valuation, CLO equity tranche securities, structured securities with embedded derivatives, and investments which support various reinsurance arrangements.

Mortgage Loans

The following is a summary of our mortgage loan portfolio by collateral type:

	March 31, 2017		December 31, 2016	
(In millions, except percentages)	Net Carrying Value	Percent of Total	Net Carrying Value	Percent of Total
Property type				
Hotels	$ 998	18.3%	$ 1,025	18.7%
Retail	1,138	20.8%	1,135	20.7%
Office building	1,139	20.9%	1,217	22.2%
Industrial	682	12.5%	742	13.6%
Apartment	572	10.5%	616	11.3%
Other commercial [1]	450	8.3%	397	7.3%
Total net mortgage loans	4,979	91.3%	5,132	93.8%
Residential loans	474	8.7%	338	6.2%
Total mortgage loans, net of allowances	$ 5,453	100.0%	$ 5,470	100.0%

[1] *Other commercial loans include investments in nursing homes, other healthcare institutions, parking garages, storage facilities and other commercial properties.*

We invest a portion of our investment portfolio in mortgage loans, which are generally comprised of high quality commercial first lien and mezzanine real estate loans. Our mortgage loan holdings were $5.5 billion as of each of March 31, 2017 and December 31, 2016. This included $1.5 billion of mezzanine mortgage loans for both periods. We have acquired mortgage loans through acquisitions and reinsurance arrangements, as well as through an active program to invest in new mortgage loans. We invest in mortgage loans on income producing properties including hotels, apartments, retail and office buildings, and other commercial and industrial properties. Loan-to-value ratios at the time of loan approval are generally 75% or less.

Our mortgage loans are primarily stated at unpaid principal balance, adjusted for any unamortized premium or discount, and net of valuation allowances. Interest income is accrued on the principal amount of the loan based on the loan's contractual interest rate. Amortization of premiums and discounts is recorded using the effective interest method. Interest income, amortization of premiums and discounts, and prepayment fees are reported in net investment income.

It is our policy to cease to accrue interest on loans that are over 90 days delinquent. For loans less than 90 days delinquent, interest is accrued unless it is determined that the accrued interest is not collectible. If a loan becomes over 90 days delinquent, it is our general policy to initiate foreclosure proceedings unless a workout arrangement to bring the loan current is in place. As of March 31, 2017, we had $17 million of mortgage loans that were 90 days past due and $18 million in the process of foreclosure. As of December 31, 2016, we had $21 million of mortgage loans that were 90 days past due and $20 million in the process of foreclosure.

See *Note 2 – Investments* to the condensed consolidated financial statements for information regarding valuation allowance for collection loss, impairments, loan-to-value, and debt service coverage.

As of March 31, 2017 and December 31, 2016, we had not recorded any new specific loan valuation allowances and we recorded no OTTI through net income. We have established a general and specific loan valuation allowance in the aggregate amount of $2 million as of each of March 31, 2017 and December 31, 2016, attributable to loans acquired in connection with the acquisition of Aviva USA.

Investment Funds and Variable Interest Entities

Our investment funds investment strategy primarily focuses on funds with core holdings of credit assets, real assets, real estate, preferred equity and income producing assets. Our investment strategy focuses on sourcing assets with the following characteristics: (1) investments that constitute a direct investment or an investment in a fund with a high degree of co-investment; (2) investments with debt-like characteristics, or alternatively, investments with reduced volatility when compared to pure equity; and (3) investments including some element of downside protection as compared to a pure directional investment. Our current investment funds and VIE holdings are significantly influenced by the contribution of certain investment funds from AAA Investor (AAA Contribution) as further described in *Note 4 – Variable Interest Entities* to the condensed consolidated financial statements, and investment funds we acquired in the Aviva USA acquisition.

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At the time of the AAA Contribution, the contributed assets largely consisted of co-investments with Apollo private equity funds. However, the attributes of the contributed assets have changed significantly since the initial transaction primarily due to the initial public offering of two underlying fund investment holdings. As of March 31, 2017, the assets consisted of $275 million of publicly-traded equity securities, a substantial portion of which is in the process of being liquidated. These public equity securities have resulted in volatility in our statement of income in recent periods. At the end of the third quarter of 2016, Norwegian Cruise Line Holdings Ltd. (NCLH) was distributed from CoInvest VI to NCL Athene, LLC (NCL LLC), whereby the investment is classified as an AFS security with any unrealized gains and losses recognized in AOCI, thereby reducing further volatility in our statement of income from this fund. See *Note 4 – Variable Interest Entities* to the condensed consolidated financial statements for further discussion of NCL LLC.

Our investment funds generally meet the definition of a VIE, and in certain cases these investment funds are consolidated in our financial statements because we meet the criteria of the primary beneficiary. See *Note 4 – Variable Interest Entities* to the condensed consolidated financial statements for further discussion on our investment funds that meet the criteria for consolidation and the accounting treatment for them.

The following table illustrates our consolidated VIE positions:

	March 31, 2017		December 31, 2016	
(In millions, except percentages)	Carrying Value	Percent of Total	Carrying Value	Percent of Total
Assets of consolidated VIEs				
Investments				
Available-for-sale securities				
Equity securities	$ 191	19.8%	$ 161	17.5%
Trading securities	166	17.3%	167	18.1%
Investment funds	599	62.2%	573	62.2%
Cash and cash equivalents	2	0.2%	14	1.5%
Other assets	5	0.5%	6	0.7%
Total assets of consolidated VIEs	$ 963	100.0%	$ 921	100.0%
Liabilities of consolidated VIEs				
Other liabilities	37	100.0%	34	100.0%
Total liabilities of consolidated VIEs	$ 37	100.0%	$ 34	100.0%

The assets of consolidated VIEs were $963 million and $921 million as of March 31, 2017 and December 31, 2016, respectively. The liabilities of consolidated VIEs were $37 million and $34 million as of March 31, 2017 and December 31, 2016, respectively.

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The following table illustrates our investment funds, including related party positions of our non-consolidated VIEs and investment funds owned by consolidated VIEs:

	March 31, 2017		December 31, 2016	
(In millions, except percentages)	Carrying Value	Percent of Total	Carrying Value	Percent of Total
Investment funds				
Private equity	$ 245	9.6%	$ 268	10.9%
Mortgage and real estate	143	5.6%	118	4.8%
Natural resources	5	0.2%	5	0.2%
Hedge funds	69	2.7%	72	2.9%
Credit funds	227	8.9%	226	9.2%
Total investment funds	689	27.0%	689	28.0%
Investment funds – related parties				
Private equity – A-A Mortgage	366	14.3%	343	13.9%
Private equity	152	5.9%	131	5.3%
Mortgage and real estate	262	10.1%	247	10.1%
Natural resources	76	3.0%	49	2.0%
Hedge funds	180	7.0%	192	7.8%
Credit funds	240	9.4%	236	9.6%
Total investment funds – related parties	1,276	49.7%	1,198	48.7%
Investment funds owned by consolidated VIEs				
Private equity – MidCap[1]	528	20.6%	524	21.3%
Credit funds	39	1.5%	38	1.6%
Mortgage and real assets	32	1.2%	11	0.4%
Total investment funds owned by consolidated VIEs	599	23.3%	573	23.3%
Total investment funds, including related parties and VIEs	$ 2,564	100.0%	$ 2,460	100.0%

[1] *MidCap is an underlying investment of one of our consolidated VIE investment funds.*

Overall, the total investment funds, including related parties and consolidated VIEs, were $2.6 billion and $2.5 billion as of March 31, 2017 and December 31, 2016, respectively. See *Note 4 – Variable Interest Entities* to the condensed consolidated financial statements for further discussion regarding how we account for our investment funds. Our investment fund portfolio is subject to a number of market related risks including interest rates and equity market risk. Interest rate risk represents the potential for changes in the investment fund's net asset values resulting from changes in the general level of interest rates. Equity market risk represents potential for changes in the investment fund's net asset values resulting from changes in equity markets or from other external factors which influence equity markets. We actively monitor our exposure to the risks inherent in these investments which could materially and adversely affect our results of operations and financial condition. The interest and equity market risks expose us to potential volatility in our earnings year-over-year related to these investment funds.

Funds Withheld at Interest

Funds withheld at interest represents a receivable for amounts contractually withheld by ceding companies in accordance with modco and funds withheld reinsurance agreements in which we act as the reinsurer. Generally, assets equal to statutory reserves are withheld and legally owned by the ceding company. As of March 31, 2017, the ceding companies holding the assets pursuant to such reinsurance agreements had a financial strength rating of A- or better.

The funds withheld at interest is comprised of the host contract and an embedded derivative. We are subject to the investment performance on the withheld assets with the total return directly impacting the host contract and the embedded derivative. Interest accrues at a risk free rate on the host receivable and is recorded as net investment income in the condensed consolidated statements of income. The change in the embedded derivative in our reinsurance agreements are similar to a total return swap on the income generated by the underlying assets held by the ceding companies and is recorded in investment related gains (losses). Although we do not directly control the underlying investments in the funds withheld at interest, in each instance the ceding company has hired AAM to manage the withheld assets in accordance with our investment guidelines.

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The following summarizes the underlying investment composition of the funds withheld at interest:

	March 31, 2017		December 31, 2016	
(In millions, except percentages)	Carrying Value	Percent of Total	Carrying Value	Percent of Total
Fixed maturity securities				
U.S. state, municipal, and political subdivisions	$ 116	1.8 %	$ 118	1.8%
Corporate	1,901	28.8 %	1,800	27.6%
CLO	668	10.1 %	591	9.0%
ABS	756	11.5 %	736	11.3%
CMBS	288	4.4 %	292	4.5%
RMBS	1,603	24.3 %	1,551	23.7%
Equity securities	29	0.4 %	29	0.4%
Mortgage loans	768	11.6 %	773	11.8%
Investment funds	328	5.0 %	329	5.0%
Derivative assets	58	0.9 %	53	0.8%
Short-term investments	31	0.5 %	80	1.2%
Cash and cash equivalents	61	0.9 %	105	1.6%
Other assets and liabilities	(14)	(0.2)%	81	1.3%
Total funds withheld at interest	$ 6,593	100.0 %	$ 6,538	100.0%

As of March 31, 2017 and December 31, 2016, we held $6.6 billion and $6.5 billion of funds withheld at interest receivables, respectively. Approximately 93.8% and 93.6% of the fixed maturity securities within the funds withheld at interest are investment grade by NAIC designation as of March 31, 2017 and December 31, 2016, respectively.

Derivative Instruments

We hold derivative instruments for economic hedging purposes to reduce our exposure to cash flow variability of assets and liabilities, equity market risk, interest rate risk, credit risk and foreign exchange risk. The types of derivatives we may use include interest rate swaps, foreign currency swaps and forward contracts, total return swaps, credit default swaps, variance swaps, futures and fixed indexed options.

A presentation of our derivative instruments along with a discussion of the business strategy involved with our derivatives is included in *Note 3 – Derivative Instruments* to the condensed consolidated financial statements. This includes:

- a comprehensive description of the derivatives instruments as well as the strategies to manage risk;
- the notional amounts and estimated fair value by derivative instruments; and
- impacts on the condensed consolidated statement of net income.

As part of our risk management strategies, management continually evaluates our derivative instrument holdings and the effectiveness of such holdings in addressing risks identified in our operations.

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Invested Assets

The following summarizes our invested assets:

	March 31, 2017				December 31, 2016			
(In millions, except percentages)	U.S. and Bermuda Invested Asset Value	Germany Invested Asset Value	Total Invested Asset Value[1]	Percent of Total	U.S. and Bermuda Invested Asset Value	Germany Invested Asset Value	Total Invested Asset Value[1]	Percent of Total
Corporate	$ 32,345	$ 1,789	$ 34,134	46.3%	$ 31,000	$ 1,682	$ 32,682	45.4%
CLO	5,978	—	5,978	8.1%	5,798	—	5,798	8.1%
Credit	38,323	1,789	40,112	54.4%	36,798	1,682	38,480	53.5%
RMBS	10,758	—	10,758	14.6%	10,619	—	10,619	14.8%
Mortgage loans	6,122	94	6,216	8.4%	6,145	95	6,240	8.7%
CMBS	2,187	—	2,187	3.0%	2,202	—	2,202	3.1%
Real estate held for investment	—	553	553	0.8%	—	542	542	0.8%
Real estate	19,067	647	19,714	26.8%	18,966	637	19,603	27.4%
ABS	4,187	—	4,187	5.7%	3,873	—	3,873	5.4%
Alternative investments	3,341	131	3,472	4.7%	3,297	128	3,425	4.8%
State, municipal, political subdivisions and foreign government	1,379	1,795	3,174	4.3%	1,387	1,936	3,323	4.6%
Equity securities	171	257	428	0.6%	199	185	384	0.5%
Unit linked assets	—	370	370	0.5%	—	363	363	0.5%
Short-term investments	188	—	188	0.3%	250	—	250	0.3%
U.S. government and agencies	30	29	59	0.1%	32	27	59	0.1%
Other investments	9,296	2,582	11,878	16.2%	9,038	2,639	11,677	16.2%
Cash and equivalents	896	113	1,009	1.4%	1,111	111	1,222	1.7%
Policy loans and other	645	215	860	1.2%	631	221	852	1.2%
Total invested assets	$ 68,227	$ 5,346	$ 73,573	100.0%	$ 66,544	$ 5,290	$ 71,834	100.0%

[1] Refer to *Key Operating and Non-GAAP Measures* for the definition of invested assets.

Our total invested assets were $73.6 billion and $71.8 billion as of March 31, 2017 and December 31, 2016, respectively. As of March 31, 2017, our total invested assets were mainly comprised of 46.3% of corporate securities, 31.4% of structured securities, 8.4% of mortgage loans and 4.7% of alternative investments. Corporate securities within our U.S. and Bermuda portfolio included $8.5 billion of private placements, which represented approximately 12% of our total U.S. and Bermuda invested assets. The increase in total invested assets as of March 31, 2017 from December 31, 2016 was primarily driven by issuances of funding agreement backed notes and reinvestment of earnings.

In managing our business we utilize invested assets as presented in the above table. Invested assets do not correspond to the total investments, including related parties, on our condensed consolidated balance sheets, as discussed previously in *Key Operating and Non-GAAP Measures*. Invested assets represent the investments that directly back our policyholder liabilities and surplus assets. We believe this view of our portfolio provides a view of the assets for which we have economic exposure. We adjust the presentation for funds withheld and modco transactions to include or exclude the underlying investments based upon the contractual transfer of economic exposure to such underlying investments. We also deconsolidate any VIEs in order to show the net investment in the funds, which therefore are included in the alternative investments line above.

The Germany investment portfolio composition differs from the U.S. and Bermuda portfolio primarily due to the geographic location, regulatory environment and participating nature of the German products and therefore the portfolio is managed separately from our U.S. and Bermuda portfolios. The German invested assets are predominantly invested in foreign government securities, corporate fixed income securities, real estate held for investment and assets backing our unit linked policies. The German invested assets are predominantly invested in Euro-denominated securities and investments.

Invested assets is utilized by management to evaluate our investment portfolio. Invested asset figures are used in the computation of net investment earned rate, which allows us to analyze the profitability of our investment portfolio. Invested assets is also used in our risk management processes for asset purchases, product design and underwriting, stress scenarios, liquidity, and ALM.

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The following summarizes our alternative investments:

	March 31, 2017		December 31, 2016	
(In millions, except percentages)	Invested Asset Value	Percent of Total	Invested Asset Value	Percent of Total
Credit funds	$ 800	23.0%	$ 834	24.3%
Private equity – MidCap	528	15.2%	524	15.3%
Private equity – A-A Mortgage	449	12.9%	417	12.2%
Private equity – other	491	14.1%	519	15.2%
Mortgage and real assets	512	14.7%	470	13.7%
Hedge funds	297	8.7%	311	9.1%
Public equities	226	6.5%	215	6.3%
Natural resources and other real assets	169	4.9%	135	3.9%
Total alternative investments	$ 3,472	100.0%	$ 3,425	100.0%

Alternative investments were $3.5 billion and $3.4 billion as of March 31, 2017 and December 31, 2016, respectively, representing 4.7% and 4.8% of our total invested assets portfolio as of March 31, 2017 and December 31, 2016, respectively.

Alternative investments do not correspond to the total investment funds, including related parties and VIEs, on our condensed consolidated balance sheets. As discussed above in the invested assets section, we adjust the GAAP presentation for funds withheld and modco and de-consolidate VIEs. We also include CLO equity tranche securities in alternative investments due to their underlying characteristics and equity-like features.

Two of our largest alternative investments are in asset originators, MidCap and A-A Mortgage, both of which, from time to time, provide us with access to assets for our investment portfolio. As of March 31, 2017, we held equity positions in MidCap of $528 million. MidCap is a leading originator of senior debt capital in the middle-market with expertise in asset-backed loans, leveraged loans, real estate loans, discount loans and venture loans. MidCap represents a unique investment in an origination platform made available to us through our relationship with Apollo. As of March 31, 2017, we held an equity position in A-A Mortgage of $449 million. A-A Mortgage has an indirect investment in AmeriHome, which originates RMLs and mortgage servicing rights.

Non-GAAP Measure Reconciliations

The reconciliations to the nearest GAAP measure for operating income, net of tax is included in the *Consolidated Results of Operations* section.

The reconciliation of AHL shareholders' equity to AHL shareholders' equity excluding AOCI included in the ROE excluding AOCI and operating income ROE excluding AOCI is as follows:

(In millions)	March 31, 2017	March 31, 2016
Total AHL shareholders' equity	$ 7,597	$ 5,638
Less: AOCI	673	(52)
Total AHL shareholders' equity excluding AOCI	$ 6,924	$ 5,690
Retirement Services	$ 4,853	$ 4,071
Corporate and Other	2,071	1,619
Total AHL shareholders' equity excluding AOCI	$ 6,924	$ 5,690

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The reconciliation of net investment income to net investment earnings and earned rate is as follows:

	Three months ended March 31,			
	2017		2016	
(In millions, except percentages)	Dollar	Rate	Dollar	Rate
GAAP net investment income	$ 786	4.32 %	$ 692	4.10 %
Reinsurance embedded derivative impacts	45	0.25 %	36	0.21 %
Net VIE earnings	11	0.06 %	(16)	(0.09)%
Alternative income gain (loss)	(13)	(0.07)%	(32)	(0.19)%
Held for trading amortization	(15)	(0.08)%	—	— %
Total adjustments to arrive at net investment earnings/earned rate	28	0.16 %	(12)	(0.07)%
Total net investment earnings/earned rate	$ 814	4.48 %	$ 680	4.03 %
Retirement Services	$ 780	4.76 %	$ 691	4.59 %
Corporate and Other	34	1.88 %	(11)	(0.62)%
Total net investment earnings/earned rate	$ 814	4.48 %	$ 680	4.03 %
Retirement Services average invested assets	$ 65,580		$ 60,259	
Corporate and Other average invested assets	7,123		7,153	
Consolidated average invested assets	$ 72,703		$ 67,412	

The reconciliation of interest sensitive contract benefits to Retirement Services' cost of crediting on deferred annuities, and the respective rates, is as follows:

	Three months ended March 31,			
	2017		2016	
(In millions, except percentages)	Dollar	Rate	Dollar	Rate
GAAP interest sensitive contract benefits	$ 696	5.05 %	$ 253	2.03 %
Interest credited other than deferred annuities	(30)	(0.22)%	(29)	(0.23)%
FIA option costs	145	1.04 %	136	1.11 %
Product charges (strategy fees)	(17)	(0.12)%	(11)	(0.09)%
Reinsurance embedded derivative impacts	9	0.07 %	6	0.05 %
Change in fair value of embedded derivatives – FIAs	(534)	(3.87)%	(136)	(1.10)%
Negative VOBA amortization	12	0.09 %	9	0.07 %
Unit linked change in reserves	(18)	(0.13)%	15	0.12 %
Total adjustments to arrive at cost of crediting on deferred annuities	(433)	(3.14)%	(10)	(0.07)%
Retirement Services cost of crediting on deferred annuities	$ 263	1.91 %	$ 243	1.96 %
Average account value	$ 55,154		$ 49,626	

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The reconciliation of total investments, including related parties, to invested assets is as follows:

(In millions)	March 31, 2017	December 31, 2016
Total investments, including related parties	$ 75,129	$ 72,433
Derivative assets	(1,708)	(1,370)
Cash and cash equivalents (including restricted cash)	2,636	2,502
Accrued investment income	575	554
Payables for collateral on derivatives	(1,681)	(1,383)
Reinsurance funds withheld and modified coinsurance	(410)	(414)
VIE assets, liabilities and noncontrolling interest	926	886
AFS unrealized (gain) loss	(1,561)	(1,030)
Ceded policy loans	(333)	(344)
Total adjustments to arrive at invested assets	(1,556)	(599)
Total invested assets	$ 73,573	$ 71,834

The reconciliation of total investment funds, including related parties and VIEs, to alternative investments within invested assets is as follows:

(In millions)	March 31, 2017	December 31, 2016
Investment funds, including related parties and VIEs	$ 2,564	$ 2,460
CLO equities included in trading securities	218	260
Investment funds within funds withheld at interest	328	329
Royalties, other assets included in other investments and other assets	82	81
Net assets of the VIE, excluding investment funds	280	295
Total adjustments to arrive at alternative investments	908	965
Alternative investments	$ 3,472	$ 3,425

The reconciliation of total liabilities to reserve liabilities is as follows:

(In millions)	March 31, 2017	December 31, 2016
Total liabilities	$ 81,623	$ 79,814
Derivative liabilities	(32)	(40)
Payables for collateral on derivatives	(1,681)	(1,383)
Funds withheld liability	(382)	(380)
Other liabilities	(999)	(685)
Liabilities of consolidated VIEs	(37)	(34)
Reinsurance ceded receivables	(5,960)	(6,001)
Policy loans ceded	(333)	(344)
Other	3	4
Total adjustments to arrive at reserve liabilities	(9,421)	(8,863)
Total reserve liabilities	$ 72,202	$ 70,951

Liquidity and Capital Resources

Liquidity is the ability to generate sufficient cash flows to meet the cash requirements of business operations or to rebalance our investment portfolio without incurring significant costs. Funding liquidity relates to the ability to fund operations. Balance sheet liquidity reflects the ability to liquidate or rebalance the company's balance sheet without incurring significant costs from fees, bid-offer spreads, or market impact. We manage our liquidity position by matching projected cash demands with adequate sources of cash and other liquid assets. Our principal sources of liquidity are operating cash flows and holdings of cash, cash equivalents and other readily marketable assets.

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Our investment portfolio is structured to ensure a strong liquidity position over time in order to permit timely payment of policy and contract benefits without requiring asset sales at inopportune times or at depressed prices. In general, liquid assets include cash and cash equivalents, highly rated corporate bonds, unaffiliated preferred stock and unaffiliated public common stock, all of which generally have liquid markets with a large number of buyers. The carrying value of these assets as of March 31, 2017 was approximately $45.6 billion. Although our investment portfolio does contain assets that are generally considered illiquid for liquidity monitoring purposes (primarily mortgage loans, policy loans, real estate, investment funds, and affiliated common stock), there is some ability to raise cash from these assets if needed. Along with these liquid assets, in periods of economic downturn we may maintain higher cash balances than required to manage our liquidity risk and to take advantage of market dislocations as they arise. We have an additional liquidity cushion through a $1.0 billion revolving credit facility, which is undrawn as of the date hereof. In addition, through our membership in the FHLBDM and the FHLBI, we are eligible to borrow under variable rate short-term federal funds arrangements to provide additional liquidity.

We proactively manage our liquidity position to meet cash needs while minimizing adverse impacts on investment returns. We analyze our cash-flow liquidity over the upcoming 12 months under a variety of scenarios modeling potential demands on liquidity, taking into account the provisions of our policies and contracts in force, our cash flow position, and the volume of cash and readily marketable securities in our portfolio. By policy, we maintain sufficient liquidity not only to meet our cash-flow requirements over the succeeding 12-month period in a moderately severe scenario (for example, a recessionary environment), but also to have excess liquidity available to invest into potential investment opportunities created from market dislocations. We also monitor our liquidity profile under more severe scenarios.

We perform a number of stress tests and analyses to assess our ability to meet our cash flow requirements, as well as the ability of our reinsurance and insurance subsidiaries to meet their collateral obligations. Among these analyses, we manage to the following ALM limits:

- our projected net cumulative cash flows, including both new business and target levels of new investments under a “plan scenario” and a “moderately severe scenario” event, are non-negative over a rolling 12-month horizon;
- we hold at least $250 million in cash and cash equivalents across the group; and at least $150 million in the aggregate in securities with the following characteristics:
  - public corporate bonds rated A- or above;
  - liquid ABS (defined as prime auto, auto floorplan, Tier 1 subprime auto, auto lease, prime credit cards, equipment lease or utility stranded assets) and RMBS with weighted average lives less than three years rated A- or above; or
  - CMBS with weighted average lives less than three years rated AAA- or above;
- we maintain assets that can be liquidated in one quarter under normal market conditions equal to 25% of the policyholder obligations that are deemed to be most liquid, which is defined as policies with a cash surrender value, no income rider, no MVA, with lower than 5% surrender charge protection and lower than 3% minimum floor guarantee, if any; and
- we maintain sufficient capital and surplus at ALRe to meet collateral calls from modco and third-party reinsurance contracts under a substantial stress event, such as the failure of a major financial institution (Lehman event).

Insurance Subsidiaries' Liquidity

The primary cash flow sources for our insurance subsidiaries include retirement services product inflows (premiums), investment income, principal repayments on our investments, and net transfers from separate accounts and financial product deposits. Uses of cash include investment purchases, payments to policyholders for surrenders and withdrawals, policy acquisition costs, and general operating costs.

Our policyholder obligations are generally long-term in nature. However, one liquidity risk is an extraordinary level of early policyholder withdrawals. We include provisions within our annuity policies, such as surrender charges and MVAs, which are intended to protect us from early withdrawals. As of each of March 31, 2017 and December 31, 2016, approximately 86% of our deferred annuity liabilities were subject to penalty upon surrender. In addition, as of each of March 31, 2017 and December 31, 2016, approximately 73% of policies contained MVAs that also have the effect of limiting early withdrawals if interest rates increase.

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Cash Flows

Our cash flows were as follows:

	Three months ended March 31,	
(In millions)	2017	2016
Net income	$ 373	$ 87
Non-cash revenues and expenses	56	301
Net cash provided by operating activities	429	388
Sales, maturities, and repayment of investments	3,688	3,158
Purchases and acquisitions of investments	(5,185)	(3,176)
Other investing activities	357	133
Net cash (used in) provided by investing activities	(1,140)	115
Capital contributions	—	1
Deposits on investment-type policies and contracts	1,925	784
Withdrawals on investment-type policies and contracts	(1,403)	(1,185)
Net changes of cash collateral posted for derivative transactions	298	(106)
Other financing activities	(7)	10
Net cash provided by (used in) financing activities	813	(496)
Effect of exchange rate changes on cash and cash equivalents	4	10
Net increase in cash and cash equivalents[1]	$ 106	$ 17

[1] *Includes cash and cash equivalents of consolidated VIEs*

Cash flows from operating activities

The primary cash inflows from operating activities include net investment income, annuity considerations and insurance premiums. The primary cash outflows from operating activities are comprised of benefit payments, interest credited to policyholders, operating expenses and tax expenses. Our operating activities generated cash flows totaling $429 million and $388 million for the three months ended March 31, 2017 and 2016, respectively. The increase in cash provided by operating activities for the three months ended March 31, 2017 compared to 2016 was primarily driven by the increase in net investment income reflecting an increase in our investment portfolio attributed to the strong growth in deposits over the prior twelve months.

Cash flows from investing activities

The primary cash inflows from investing activities are the sales, maturities and repayments of investments. The primary cash outflows from investing activities are the purchases and acquisitions of new investments. Our investing activities used cash flows totaling $1.1 billion for the three months ended March 31, 2017 and provided cash flows totaling $115 million for the three months ended March 31, 2016. The change in cash used in investing activities for the three months ended March 31, 2017 compared to 2016 was primarily attributed to the purchase of investments related to the increase in deposits over withdrawals and maturities and reinvestment of earnings.

Cash flows from financing activities

The primary cash inflows from financing activities are deposits on our investment-type policies, changes of cash collateral posted for derivative transactions, capital contributions and proceeds from borrowing activities. The primary cash outflows from financing activities are withdrawals on our investment-type policies, changes of cash collateral posted for derivative transactions and repayments from borrowing activities. Our financing activities provided cash flows totaling $813 million for the three months ended March 31, 2017, and used cash flows totaling $496 million for the three months ended March 31, 2016. The change in cash provided from financing activities for the three months ended March 31, 2017 was primarily attributed to the increase in deposits over withdrawals and maturities and the favorable change in cash collateral posted for derivative transactions.

Holding Company Liquidity

AHL is a holding company whose primary liquidity needs include the cash-flow requirements of its insurance subsidiaries to support retail annuity sales, reinsurance transactions, acquisition opportunities and new investments, and interest payments. The primary source of AHL's cash flow is dividends from its subsidiaries, which are expected to be adequate to fund cash flow requirements based on current estimates of future obligations. As of March 31, 2017, AHL had no financial leverage.

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The ability of AHL's insurance subsidiaries to pay dividends is limited by applicable laws and regulations of the jurisdictions where the subsidiaries are domiciled, as well as agreements entered into with regulators. These laws and regulations require, among other things, the insurance subsidiaries to maintain minimum solvency requirements and limit the amount of dividends these subsidiaries can pay.

Subject to these limitations, the U.S. insurance subsidiaries are permitted to pay ordinary dividends based on calculations specified under insurance laws of the relevant state of domicile, subject to prior notification to the appropriate regulatory agency. Any distributions above the amount permitted by statute in any twelve month period are considered to be extraordinary dividends, and the approval of the appropriate regulator is required prior to payment. In addition, dividends from U.S. insurance subsidiaries to AHL would result in a 30% withholding tax. AHL does not currently plan on having the U.S. subsidiaries pay any dividends to AHL. ALV and APK (the life insurance entities of our German Group Companies) are regulated by BaFin. ALV and APK are restricted as to the payment of dividends pursuant to calculations, which are based upon the analysis of current euro swap rates against existing policyholder guarantees. As of March 31, 2017, ALV and APK did not exceed this threshold and, therefore, no amounts are available for distribution to AHL. As a result, dividends from ALRe are projected to be the primary source of AHL's liquidity.

Under the Bermuda Insurance Act, ALRe is prohibited from paying a dividend in an amount exceeding 25% of the prior year's statutory capital and surplus, unless at least two members of ALRe's board of directors and its principal representative in Bermuda sign and submit to the BMA an affidavit attesting that a dividend in excess of this amount would not cause ALRe to fail to meet its relevant margins. In certain instances, ALRe would also be required to provide prior notice to the BMA in advance of the payment of dividends. In the event that such an affidavit is submitted to the BMA in accordance with the Bermuda Insurance Act, and further subject to ALRe meeting its relevant margins, ALRe is permitted to distribute up to the sum of 100% of statutory surplus and an amount less than 15% of its total statutory capital. Distributions in excess of this amount require the approval of the BMA.

The maximum distribution permitted by law or contract is not necessarily indicative of an insurer's actual ability to pay such distributions, which may be constrained by business and other considerations, such as imposition of withholding tax, the impact of such distributions on surplus, which could affect the insurer's ratings or competitive position, the amount of premiums that can be written and the ability to pay future dividends or make other distributions. Further, state insurance laws and regulations require that the statutory surplus of our insurance subsidiaries following any dividend or distribution must be reasonable in relation to their outstanding liabilities and adequate for the insurance subsidiaries' financial needs. Along with solvency regulations, another primary consideration in determining the amount of capital used for dividends is the level of capital needed to maintain desired financial strength ratings from rating agencies, including S&P, A.M. Best and Fitch. Given recent economic events that have affected the insurance industry, both regulators and rating agencies could become more conservative in their methodology and criteria, including increasing capital requirements for insurance subsidiaries. AHL believes its insurance subsidiaries have sufficient statutory capital and surplus, combined with additional capital available to be provided by AHL, to meet this financial strength rating objective.

Other Sources of Funding

If needed, we may seek to secure additional funding at the holding company level by means other than dividends from subsidiaries such as by drawing on our undrawn $1.0 billion credit facility and by pursuing future issuances of debt or equity securities to third-party investors. However, such additional funding may not be available on terms favorable to us or at all, depending on our financial condition or results of operations or prevailing market conditions. In addition, certain covenants in our credit facility prohibit us from incurring any debt not expressly permitted thereby, which may limit our ability to pursue future issuances of debt.

Membership in Federal Home Loan Bank

We are a member of the FHLBDM and the FHLBI. Membership in a FHLB requires the member to purchase FHLB common stock based on a percentage of the dollar amount of advances outstanding, subject to the investment being greater than or equal to a minimum level. We owned a total of $31 million and $40 million of FHLB common stock as of March 31, 2017 and December 31, 2016, respectively.

Through our membership in the FHLBDM and FHLBI, we are eligible to borrow under variable rate short-term federal funds arrangements to provide additional liquidity. The borrowings must be secured by eligible collateral such as mortgage loans, eligible CMBS or RMBS, government or agency securities and guaranteed loans. There were no outstanding borrowings under these arrangements as of March 31, 2017 or December 31, 2016.

On August 11, 2016, we provided notice to the FHLBI that ALIC is withdrawing its membership thereto. The FHLBI confirmed receipt of our request on the following day. Pursuant to the FHLBI's capital plan, ALIC's membership will be withdrawn as of the fifth anniversary of the FHLBI's receipt of our notice. Until such time that ALIC's membership is withdrawn, ALIC continues to have all of the rights and obligations of being a member of the FHLBI, except that with respect to some or all of the FHLBI stock that ALIC owns, we will be entitled to a lower dividend amount, to the extent that the FHLBI declares a dividend. ALIC may continue to borrow from the FHLBI, provided that without the consent of the FHLBI, the transaction must mature or otherwise terminate prior to ALIC's withdrawal of membership.

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In addition, we have issued funding agreements to the FHLB in exchange for cash advances. These funding agreements were issued in an investment spread strategy, consistent with other investment spread operations. As of March 31, 2017 and December 31, 2016, we had an aggregate of $459 million and $691 million, respectively, of outstanding FHLB funding agreements. Refer to *Note 13 – Commitments and Contingencies* to the condensed consolidated financial statements for details of issued funding agreements and related collateral.

The maximum FHLB indebtedness by a member is determined by the amount of collateral pledged, and cannot exceed a specified percentage of the member's total statutory assets dependent on the internal credit rating assigned to the member by the FHLB. As of March 31, 2017 and December 31, 2016, the total maximum borrowings under the FHLBDM facility were limited to $14.4 billion and $14.0 billion, respectively. However, our ability to borrow under the facility is constrained by the availability of assets that qualify as eligible collateral under the facility and by the Iowa Code requirement that we maintain funds equivalent to our legal reserve in certain permitted investments, from which we exclude pledged assets. We estimate that as of each of March 31, 2017 and December 31, 2016, we had the ability to draw up to a total of approximately $4.2 billion and $4.5 billion, inclusive of borrowings then outstanding. Drawing such amounts would have an adverse impact on AAIA's RBC ratio, which may further restrict our ability or willingness to draw up to our estimated capacity.

Capital Resources

As of December 31, 2016 and 2015, our U.S. insurance companies' TAC, as defined by the NAIC, was $1.8 billion and $1.7 billion, respectively, and our ALRe statutory capital as defined by the BMA, was $6.1 billion and $5.7 billion, respectively. As of December 31, 2016 and 2015, our U.S. RBC ratio was 478% and 552%, respectively, and our BSCR ratio was 228% and 323%, respectively, all above our internal targets. The change in our U.S. RBC as of December 31, 2016 compared to December 31, 2015 was primarily driven by our investment of capital to organically grow our retail channel, which increased significantly during 2016. Each U.S. domestic insurance subsidiary's state of domicile imposes minimum RBC requirements that were developed by the NAIC. The formulas for determining the amount of RBC specify various weighting factors that are applied to financial balances or various levels of activity based on the perceived degree of risk. Regulatory compliance is determined by a ratio of TAC to ACL. Our TAC was significantly in excess of all regulatory standards and above our internal targets as of March 31, 2017, December 31, 2016 and 2015, respectively. ALRe adheres to BMA regulatory capital requirements to maintain statutory capital and surplus to meet the MMS and maintain minimum EBS capital and surplus to meet the ECR. Effective January 1, 2016, in connection with the implementation of its broader regulatory regime, the BMA integrated the EBS framework into the determination of BSCR. The European Commission has granted the BMA's regulatory regime for reinsurance, group solvency calculation and group supervision full equivalence to Solvency II. Under the EBS framework, ALRe's assets are recorded at market value and its insurance reserves are determined by reference to nine prescribed scenarios, with the scenario resulting in the highest reserve balance being ultimately required to be selected. The ALRe EBS capital and surplus was $4.4 billion resulting in a BSCR ratio of 228%, as of December 31, 2016. Although the calculation of the ECR was unchanged from prior year, the BSCR ratios for December 31, 2016 and 2015 are not comparable as the 2015 calculation applied to ALRe's statutory capital and the 2016 calculation now applies to the EBS capital and surplus. Consistent with the previous regime the MRC ratio to be considered solvent by the BMA is 100%. As of March 31, 2017, December 31, 2016 and 2015, ALRe held the appropriate capital to adhere to these regulatory standards. In evaluating our capital position and the amount of capital needed to support our Retirement Services segment, we review our ALRe capital by applying the NAIC RBC factors. As of December 31, 2016 and 2015, our ALRe RBC ratio was 529% and 468%, respectively, both above our internal targets. Our German Group Companies adhere to the regulatory capital requirements set forth by BaFin. Our German Group Companies held the appropriate capital to adhere to these regulatory standards as of December 31, 2016. Effective January 1, 2016, our German Group Companies became subject to Solvency II MCR requirements interpreted by the relevant regulatory authorities. We believe that we enjoy a strong capital position in light of our risks and that we are well positioned to meet policyholder and other obligations. We also believe that our strong capital position, as well as operating with excess capital, provides us the opportunity to take advantage of market dislocations as they arise.

Balance Sheet and Other Arrangements

Balance Sheet Arrangements

Contractual Obligations

As of March 31, 2017, there have been no significant changes to contractual obligations since December 31, 2016. See *Part II—Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in our 2016 Annual Report.*

Other

In the normal course of business, we invest in various investment funds which are considered VIEs, and we consolidate a VIE when we are considered the primary beneficiary of the entity. For further discussion of our involvement with VIEs, see *Note 4 – Variable Interest Entities* to the condensed consolidated financial statements.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Critical Accounting Estimates and Judgments

The preparation of consolidated financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Amounts based on such estimates involve numerous assumptions subject to varying and potentially significant degrees of judgment and uncertainty, particularly related to the future performance of the underlying business, and will likely change in the future as additional information becomes available. Critical estimates and assumptions are evaluated on an ongoing basis based on historical developments, market conditions, industry trends and other information that is reasonable under the circumstances. There can be no assurance that actual results will conform to estimates and assumptions and that reported results of operations will not be materially affected by the need to make future accounting adjustments to reflect periodic changes in these estimates and assumptions. Critical accounting estimates are impacted significantly by our methods, judgments and assumptions used in the preparation of the consolidated financial statements and should be read in conjunction with our significant accounting policies described in *Note 1 – Business, Basis of Presentation and Significant Accounting Policies* to the consolidated financial statements of our 2016 Annual Report. The most critical accounting estimates and judgments include those used in determining:

- fair value of investments;
- impairment of investments and valuation allowances;
- future policy benefit reserves;
- derivatives valuation, including embedded derivatives;
- deferred acquisition costs, deferred sales inducements and value of business acquired;
- stock-based compensation;
- consolidation of VIEs; and
- valuation allowances on deferred tax assets.

The above critical accounting estimates and judgments are discussed in detail in *Part II—Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations* of our 2016 Annual Report.

See *Note 1 – Business, Basis of Presentation and Significant Accounting Policies* to the condensed consolidated financial statements included in *Part I—Item 1. Financial Statements* for adoption of new and future accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures About Market Risks

We regularly analyze our exposure to market risks, which reflect potential losses in value due to credit and counterparty risk, interest rate risk, currency risk, commodity price risk and equity price risk. As a result of that analysis, we have determined that we are primarily exposed to credit risk, interest rate risk and to a lesser extent, equity price risk. A description of our market risk exposures, including strategies used to manage our exposure to market risk, may be found under *Part II—Item 7A. Quantitative and Qualitative Disclosures About Market Risk* of the 2016 Annual Report. There have been no material changes to our market risk exposures from the market risk exposures previously disclosed in the 2016 Annual Report.

Item 4. Controls and Procedures

We maintain disclosure controls and procedures as such term is defined under Exchange Act Rule 13a-15(e), that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. In designing and evaluating the disclosure controls and procedures, our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives and our management necessarily is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. We have carried out an evaluation, as of the end of the period covered by this report, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on this evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective at attaining the level of reasonable assurance noted above.

There were no changes to the Company's internal control over financial reporting as defined in Exchange Act Rule 13a-15(f) during the quarter ended March 31, 2017, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

We are subject to litigation arising in the ordinary course of our business, including litigation principally relating to our FIA business. We cannot assure you that our insurance coverage will be adequate to cover all liabilities arising out of such claims. We are not engaged in any legal proceeding that we believe will be material to our business, financial condition, results of operations or cash flows. From time to time, in the ordinary course of business and like others in the insurance and financial services industries, we receive requests for information from government agencies in connection with such agencies' regulatory or investigatory authority. Such requests can include financial or market conduct examinations, subpoenas or demand letters for documents to assist the government in audits or investigations. We and each of our U.S. insurance subsidiaries review such requests and notices and take appropriate action. We have been subject to certain requests for information and investigations in the past and could be subject to them in the future.

For a description of certain legal proceedings affecting us, refer to *Note 13 – Commitments and Contingencies* to the condensed consolidated financial statements.

Item 1A. Risk Factors

The following should be read in conjunction with, and supplements and amends, the factors that may affect our business or operations described in *Part I—Item 1A. Risk Factors* of our 2016 Annual Report. Other than as described in this Item 1A, there have been no material changes to our risk factors from the risk factors previously disclosed in our 2016 Annual Report.

Risks Relating to Our Business

The following updates and replaces the second and fourth paragraphs of the similarly named risk factor included in our 2016 Annual Report.

We rely significantly on third parties for investment services and certain other services related to our policies, and we may be held responsible for obligations that arise from the acts or omission of third parties under their respective agreements with us if they are deemed to have acted on our behalf.

Many of our subsidiaries' products and services are sold through third-party intermediaries. In particular, our insurance businesses are reliant on such intermediaries to describe and explain their products to potential customers, and although we take precautions to avoid this result, such intermediaries may be deemed to have acted on our behalf. If that occurs, the intentional or unintentional misrepresentation of our subsidiaries' products and services in advertising materials or other external communications, or inappropriate activities by our personnel or an intermediary could result in liability for us and have an adverse effect on our reputation and business prospects, as well as lead to potential regulatory actions or litigation. In addition, as a result of our acquisitions, we rely on TPAs to administer a portion of our annuity contracts, as well as a small amount of legacy life insurance business. We currently rely on these TPAs to administer a number of our policies. Some of our reinsurers also use TPAs to administer business reinsured to them by us. To the extent any of these TPAs do not administer such business appropriately, we may experience customer complaints, regulatory intervention and other adverse impacts, which could affect our future growth and profitability. If any of these TPAs or their employees are found to have made material misrepresentations to our policyholders, violated applicable insurance, privacy or other laws and regulations or otherwise engaged in misconduct, we could be held liable for their actions, which could adversely affect our reputation and business prospects, as well as lead to potential regulatory actions or litigation. Our U.S. insurance subsidiaries have experienced increased service and administration complaints related to the conversion and administration of the Aviva USA life insurance policies reinsured to affiliates of Global Atlantic by the TPA retained by such Global Atlantic affiliates to provide services on such policies, as well as on certain annuity policies that were on Aviva USA's life systems that were also converted to and are being administered by the same TPA. As a result of these increased complaints and service-related issues, our U.S. insurance subsidiaries may be subject to increased regulatory scrutiny, including fines and penalties, and policyholder litigation. Recently, the New York State Department of Financial Services notified us that it intends to undertake a market conduct examination of Athene Life Insurance Company of New York, the primary purpose of which is to review the treatment of policyholders subject to our reinsurance agreements with First Allmerica Financial Life Insurance Company, including the administration of such business by a TPA. Additionally, if any of our TPAs fails to perform in accordance with our standards, we may incur additional costs in connection with finding and retaining new TPAs, which may divert the time and attention of our senior management from our business.

Further, on April 6, 2016, the DOL issued a new regulation which imposes upon third parties who sell annuities within ERISA plans or to individual retirement account IRA holders a fiduciary duty to the retirement investor. For the year ended December 31, 2016, of our total deposits of $8.8 billion from our organic channels, 42% was associated with sales of FIAs to employee benefit plans and IRAs and 14% was associated with traditional fixed annuities sold to employee benefit plans and IRAs. The requirements of the regulation were scheduled to begin to be implemented on April 10, 2017, with full implementation on January 1, 2018; however, the DOL has published an amendment to the regulation that delays the applicability date for 60 days to allow the DOL to review the potential impact of the regulation on the ability of Americans to gain access to retirement information and financial advice in accordance with an executive memorandum signed by President Trump on February 3, 2017. In addition to delaying the applicability date of the DOL regulation, the DOL revised certain prohibited transaction exemptions, most notably allowing all annuity products, fixed, FIAs and variable annuities, to rely on an updated version of prohibited transaction class exemption 84-24 from June 9, 2017 through January 1, 2018, at which time full implementation of the DOL regulation is required. The DOL also opened a 45-day comment period, which closed on April 17, 2017, to collect responses to the questions raised in the executive memorandum. We anticipate a possible replacement of the regulation that is less burdensome but still requires sales to be in the best interest of clients. However, such a change is not guaranteed, and we continue to move forward in preparation for the delayed applicability date and full implementation on January 1, 2018, assuming the regulation remains unchanged.

Risks Relating to Insurance and Other Regulatory Matters

The following updates and replaces the specified paragraphs of the similarly named sections of the risk factor entitled “Changes in the laws and regulations governing the insurance industry or otherwise applicable to our business, including the DOL fiduciary regulation, may have a material adverse effect on our business, financial condition, liquidity, results of operations and prospects” included in our 2016 Annual Report. There have been no material changes to other sections of such risk factor, which include: “Non-Bank SIFIs,” “FIAs,” “U.S. Consumer Protection Laws and Privacy and Data Security Regulation,” and “NAIC.”

U.S. Federal Oversight

The following updates and replaces the third paragraph of the “U.S. Federal Oversight” subsection included within the 2016 Annual Report:
On April 6, 2016, the DOL issued a new regulation more broadly defining the circumstances under which a person is considered to be a fiduciary by reason of giving investment advice or recommendations to an employee benefit plan or a plan’s participants or to IRA holders. In addition to releasing the investment advice regulation, the DOL: (1) issued a new prohibited transaction class exemption, referred to as BICE, to be used in connection with the sale of FIAs or variable annuities, and (2) updated the previously prohibited transaction class exemption 84-24, to be used in connection with the sale of traditional fixed rate annuities. The April 10, 2017 applicability date for the DOL regulation has been delayed to June 9, 2017, in response to a recent memorandum issued to the DOL by President Trump. In addition to delaying the applicability date of the DOL regulation, the DOL revised both exemptions, most notably allowing all annuity products, fixed, FIAs and variable annuities, to rely on an updated version of the prohibited transaction class exemption 84-24 from June 9, 2017 through January 1, 2018, at which time full implementation of the DOL regulation is required. For the year ended December 31, 2016, of Athene’s total deposits of approximately $8.8 billion from its organic channels, 42% was associated with sales of FIAs to employee benefit plans and IRAs and 14% was associated with traditional fixed annuities sold to employee benefit plans and IRAs. We cannot predict with any certainty the impact of the new regulation and exemptions, but the regulation and exemptions could alter the way our products and services are marketed and sold, particularly to purchasers of IRAs and individual retirement annuities. If implemented in its current form, the DOL regulation could have an adverse effect on our ability to write new business. The SEC also has indicated that it may propose rules creating a uniform standard of conduct applicable to broker-dealers and investment advisers, which, if adopted may affect the distribution of our products. Should the SEC rules, if adopted, not align with the finalized DOL regulations related to conflicts of interest in the provision of investment advice, the distribution of our products could be further complicated.

Regulation of Over-The-Counter ("OTC") Derivatives

The following updates and replaces the third paragraph of the "Regulation of Over-The-Counter ("OTC") Derivatives subsection included within the 2016 Annual Report:

The Dodd-Frank Act and the CFTC rules thereunder require us, in connection with certain swap transactions, to comply with mandatory clearing and on-facility trade execution requirements, and it is anticipated that the types of swaps subject to these requirements will be expanded over time. In addition, new regulations require us to comply with mandatory minimum margin requirements for uncleared swaps and, in some instances, uncleared security-based swaps. Uncleared swap variation margin regulations issued by U.S. bank prudential regulators, the CFTC and regulators in certain other jurisdictions, such as the European Union and Canada, generally took effect on March 1, 2017. These regulations require market participants to enter into agreements consistent with the requirements thereunder and a failure to do so could result in trading disruptions. Derivative clearing requirements and mandatory margin requirements could increase the cost of our risk mitigation and could have other implications. For example, increased margin requirements, combined with netting restrictions and restrictions on securities that qualify as eligible collateral, could reduce our liquidity and require increased holdings of cash and highly liquid securities with lower yields causing a reduction in income. In addition, the requirement that certain trades be centrally cleared through clearinghouses subjects us to documentation that is significantly more counterparty-favorable and may entitle counterparties to unilaterally change such terms as trading limits and the amount of margin required. The ability of any such counterparty to take such actions could create trading disruptions and liquidity concerns. Finally, the requirement that certain trades be centrally cleared through clearinghouses concentrates counterparty risk in both clearinghouses and clearing members. The failure of a clearinghouse could have a significant impact on the financial system. Even if a clearinghouse does not fail, large losses could force significant capital calls on clearinghouse members during a financial crisis, which could lead clearinghouse members to default. Because clearinghouses are still developing and the related bankruptcy process is untested, it is difficult to anticipate or identify all actual risks related to the default of a clearinghouse.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Securities

Purchases of common stock made by or on behalf of us or our affiliates during the three months ended March 31, 2017 are set forth below:

Period	(a) Total number of shares purchased[2]	(b) Average price paid per share[2]	(c) Total number of shares purchased as part of publicly announced programs[1]	(d) Maximum number (or approximate dollar value) of shares that may yet be purchased under the plans or programs[1]
January 1 – January 31, 2017	30,444	$ 47.99	—	$ —
February 1 – February 28, 2017	719	$ 51.27	—	$ —
March 1 – March 31, 2017	3,277	$ 49.97	—	$ —

[1] As of March 31, 2017, our Board of Directors had not authorized any purchases of common stock in connection with a publicly announced plan or program.

[2] Purchases relate to shares withheld (under the terms of employee stock compensation plans) to offset tax withholding obligations that occur upon the delivery of outstanding shares underlying restricted stock units or upon the exercise of stock options.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

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: May 11, 2017

/s/ Martin P. Klein

Martin P. Klein

Chief Financial Officer

(principal financial officer and duly authorized signatory)

EXHIBIT INDEX

Exhibit No.	Description
10.1	Subscription Agreement, dated as of April 14, 2017, between AGER Bermuda Holding Ltd. and Apollo Principal Holdings IX, L.P.
10.2	Subscription Agreement, dated as of April 14, 2017, between AGER Bermuda Holding Ltd. and Palmetto Athene Holdings (Cayman), L.P.
10.3	Side Letter, dated as of April 14, 2017, between AGER Bermuda Holding Ltd. and Palmetto Athene Holdings (Cayman), L.P.
10.4	Subscription Agreement, dated as of April 14, 2017, between AGER Bermuda Holding Ltd. and Apollo/Cavenham European Managed Account II, L.P.
10.5	Voting Consent Letter, dated as of April 14, 2017, by Apollo Palmetto Athene Partnership, L.P. to Apollo Management Holdings, L.P.
10.6	Voting Consent Letter, dated as of April 14, 2017, by Cavenham Diversifier to Apollo Management Holdings, L.P.
10.7	Subscription Agreement, dated as of April 14, 2017, between AGER Bermuda Holding Ltd. and Procific.
10.8	Side Letter, dated as of April 14, 2017, between AGER Bermuda Holding Ltd. and Procific.
10.9	Side Letter, dated as of April 14, 2017, among Apollo Principal Holdings IX, L.P., Athene Holding Ltd. and Procific.
31.1	Principal Executive Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Principal Financial Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Principal Executive Officer Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Principal Financial Officer Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase.
101.LAB	XBRL Taxonomy Extension Label Linkbase.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase.
101.DEF	XBRL Taxonomy Extension Definition Linkbase.

Exhibit 10.1

EXECUTION COPY

SUBSCRIPTION AGREEMENT

BY AND BETWEEN

AGER BERMUDA HOLDING LTD.

AND

APOLLO PRINCIPAL HOLDINGS IX, L.P.

DATED AS OF APRIL 14, 2017

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SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into this 14th day of April, 2017, by and between AGER BERMUDA HOLDING LTD., a Bermuda exempted company limited by shares (the "Company"), and APOLLO PRINCIPAL HOLDINGS IX, L.P., a Cayman Islands exempted limited partnership (the "Investor").

WITNESSETH:

WHEREAS, the Board of Directors of the Company (the "Board") has approved the sale and issuance of certain Class A common shares, Class B-1 common shares, Class B-2 common shares and Class C-1 common shares (collectively, the "Shares") in connection with the Company's private offering of Shares to certain investors (the "Private Placement");

WHEREAS, pursuant to this Agreement, the Investor will irrevocably subscribe for the number of Class B-1 common shares and Class C-1 common shares, in each case, set forth on Schedule A opposite the heading "Total Shares" (the "Total Shares");

WHEREAS, at the Closing (as defined below), the Investor will purchase from the Company, on the terms and conditions set forth in this Agreement, the number of Shares set forth on Schedule A opposite the heading "Initial Shares" (the "Initial Shares");

WHEREAS, pursuant to its subscription, the Investor has agreed to purchase, from time to time thereafter (at the same purchase price per share and subject to the other terms and conditions hereof) pursuant to a Call Notice (as defined below), the number of Shares set forth on Schedule A opposite the heading "Future Shares" (the "Future Shares");

WHEREAS, in connection with the execution and delivery of this Agreement, the Investor will execute and deliver the Shareholders Agreement (as defined below) at the Closing; and

WHEREAS, the Company intends to (i) adopt and implement a management incentive plan to incentivize existing and future management of the Company and its Subsidiaries (as defined below) on terms substantially consistent with the terms set forth on Exhibit D ("Management Incentive Plan") and (ii) enter into subscription agreements, side letters and other agreements with to up to two (2) investors ("Additional Investors") that will execute a subscription agreement and subscribe for Shares as part of the Private Placement, on terms substantially consistent with the terms set forth on Exhibit E.

NOW, THEREFORE, for and in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, the parties agree as follows:

ARTICLE I
SUBSCRIPTION; PURCHASE PRICE FOR SHARES

Section 1.1 Subscription. The Investor hereby irrevocably subscribes for, and agrees to purchase as provided herein, the Total Shares, subject to the terms and conditions set forth in this Agreement (the "Subscription").

Section 1.2 Acceptance / Rejection of Subscription. Acceptance of the Subscription shall be evidenced by the execution of this Agreement by the Company. The Investor hereby acknowledges and agrees that the Company reserves the right to reject the Subscription evidenced by this Agreement in whole or in part for any reason whatsoever prior to the Subscription Closing. In the event that the Subscription is rejected by the Company, the Subscription shall become null and void and the Investor shall have no further obligations to the Company, other than the obligations of confidentiality as set forth herein. Until a duly executed copy of this Agreement is delivered by the Company to the Investor, the Investor shall have no obligations under this Agreement. The date on which the Company executes and delivers this Agreement to the Investor shall be referred to herein as the "Subscription Closing."

Section 1.3 Purchase Price for Shares; Payment for Shares.

(a) The purchase price (the "Purchase Price") for (i) each Class B-1 common share to be purchased by the Investor pursuant to the terms hereof shall be equal to EUR 10.00 per share and (ii) each Class C-1 common share to be purchased by the Investor pursuant to the terms hereof shall equal the Fair Market Value (as defined below) of such share as of the Closing Date (as defined below). The term "Fair Market Value" means, with respect to any Class C-1 common share, the fair market value of such Class C-1 common share reasonably determined by the Board in good faith and as deemed appropriate by the Board, which determination may be based on the advice of an independent investment banker or appraiser that is an expert in making such valuations.

(b) Payment for the Future Shares purchased by the Investor shall be made via Capital Call (as defined below) from time to time during the Commitment Period (as defined below), as shall be set forth in each Call Notice delivered by the Company to the Investor in accordance with the terms of this Agreement, which together with the Closing B-1 Payment Amount (as defined below) shall not exceed the Total B-1 Commitment (as defined below).

(c) The Investor shall make any payment for the purchase of Shares required under the terms of this Agreement by wire transfer to a bank account designated by the Company in writing to the Investor prior to the time such payment is due or by such other payment method as is mutually agreed to by the Investor and the Company.

ARTICLE II
CLOSING; COMPANY AGREEMENTS

Section 2.1 Closing.

(a) Subject to the notice requirement set forth in Section 2.1(c), the purchase and sale of the Initial Shares shall take place on any business day designated by the Company as the Closing Date (the "Closing"), which Closing shall occur within ninety (90) calendar days following the later

to occur of (i) the expiry of the waiting period of the German shareholder control procedure with the German Federal Financial Supervisory Authority (BaFin) with respect to all applicable investors in the Company and (ii) the receipt of regulatory approval from the Bermuda Monetary Authority (BMA) (collectively, the "Required Regulatory Approvals"), for the transactions contemplated by the Private Placement, at the offices of Conyers Dill & Pearman, Clarendon House, 2 Church Street, PO Box HM 666 Hamilton HM CX Bermuda, or such other place as the Investor and the Company may mutually agree. The Company and the Investor shall use their commercially reasonable efforts to take all actions, including executing and delivering any additional instruments, agreements or documents, that are determined to be necessary, reasonably requested, advisable or desired to make each required regulatory filing and seek each Required Regulatory Approval as promptly as possible to effect the Closing.

(b) At the Closing and on the terms and subject to the conditions set forth in this Agreement, the Company shall issue and sell to the Investor in consideration of a payment equal to (i) EUR 10.00 for one (1) Class B-1 common share (the "Closing B-1 Payment Amount") plus (ii) the aggregate Fair Market Value of the Apollo Class C-1 Shares (as defined on Schedule A) as of the Closing Date, and the Investor shall pay such amount to the Company and shall purchase from the Company, the Initial Shares.

(c) The Company shall provide notice of the Closing to the Investor no less than fifteen (15) business days prior to the Closing Date.

Section 2.2 Deliveries by the Company. Subject to the terms and conditions hereof, at the Closing, the Company will deliver the following to the Investor:

(a) Evidence of the due and valid registration of the Initial Shares in the name of the Investor on the Register of Shareholders (as defined in the Second Amended and Restated Bye-laws of the Company substantially in the form attached hereto as Exhibit A (as may be revised pursuant to Section 2.5 below and as amended, restated, supplemented or modified from time to time, the "Bye-laws")) (or other applicable books and records of the Company);

(b) Evidence in respect of the authorization of the transactions contemplated by this Agreement;

(c) A certificate dated as of the date of the Closing (the "Closing Date") and signed by an authorized officer of the Company, certifying: (i) that the Organizational Documents (as defined in the Shareholders Agreement, effective as of the Closing Date, a copy of which is attached hereto as Exhibit B (as may be revised pursuant to Section 2.5 below and as such agreement may be amended, supplemented or modified from time to time, the "Shareholders Agreement")) of the Company (copies of which shall be attached to the certificate) are all true, complete and correct in all respects and remain unamended and in full force and effect; (ii) that the resolutions of the Board (copies of which shall be attached to the certificate) authorizing the execution and delivery by the Company of this Agreement and the performance by the Company of the transactions contemplated hereby have been approved and adopted and such resolutions remain in full force and effect; (iii) that the Company is in good standing in Bermuda and attaching to the certificate a copy of a certification of such good standing, or equivalent, which shall not be dated more than thirty (30)

days prior to the Closing; and (iv) as to the incumbency of those officers of the Company executing this Agreement;

(d) A copy of the Shareholders Agreement, duly executed by the Company, together with confirmation that the Shareholders Agreement has been executed by all of the other shareholders of the Company; and

(e) All other documents, instruments and writings reasonably required to be delivered to the Investor by the Company at or prior to the Closing pursuant to this Agreement.

Section 2.3 Deliveries by the Investor. Subject to the terms and conditions hereof, at the Closing, the Investor will deliver the following to the Company, which shall be a condition to the Investor receiving the Initial Shares:

(a) The payment for the Initial Shares payable by the Investor in accordance with Section 2.1(b) of this Agreement;

(b) A copy of the Shareholders Agreement, duly executed by the Investor and providing that the Investor shall be an "Apollo Shareholder" (as defined in the Shareholders Agreement) thereunder;

(c) The duly executed consent of the Investor, consenting to the slate of director nominees to the Board recommended by the current Board or notifying the Company that such Investor intends to nominate its own slate of director nominees to the Board in a special election provided for under the Bye-laws that was provided to the Company at the time of execution of this Agreement; and

(d) All other documents, instruments and writings reasonably required to be delivered to the Company by the Investor at or prior to the Closing pursuant to this Agreement.

For purposes of Section 2.3(b), the Investor hereby (i) acknowledges that it has delivered to the Company a signature page to the Shareholders Agreement that has been duly executed by the Investor and (ii) irrevocably authorizes the Company, at its sole election, to append such signature page to the Shareholders Agreement, in substantially the form of Exhibit B, at the Closing (and the Investor agrees that upon such signature page being so appended, the Shareholders Agreement will be deemed to have been duly executed and delivered by the Investor).

Section 2.4 Fractional Shares. To the extent that any fractional Shares are issuable pursuant to this Agreement, each such fractional Share shall be rounded to the nearest hundredth of a Share.

Section 2.5 Company Agreements. The Investor hereby agrees and acknowledges that (i) the Company may enter into a Management Incentive Plan on terms substantially consistent with the terms set forth on Exhibit D after the Subscription Closing and before the Closing, (ii) the Company may enter into subscription agreements and related side letter agreements as part of the Private Placement after the Subscription Closing and before the Closing, with up to two (2) Additional Investors on terms substantially consistent with the terms set forth on Exhibit E, and (iii) the forms of the Shareholders Agreement and the Bye-laws may be revised to reflect such Management Incentive Plan, and any such subscription by an

Additional Investor, as the Company deems appropriate consistent with Exhibits D and E, as applicable; provided, however, that, other than as set forth on Exhibit E, any such Additional Investor shall subscribe for Class A Shares on terms substantially similar to the terms agreed to by the Investor and, in any case, each such Additional Investor (x) shall acquire its initial Share at the Closing, (y) shall have a commitment period equal to the Commitment Period and (z) shall subscribe for Shares at a purchase price of EUR 10.00 per Share.

Section 2.6 Other Agreement. The Company hereby agrees to execute and deliver, and to cause Athene Deutschland Holding GmbH & Co. KG. ("ADKG"), as applicable, to execute and deliver, and the Investor hereby agrees to execute and deliver, and to cause Apollo Asset Management Europe LLP ("AAME") and Apollo Management International LLP ("AMI"), as applicable, to execute and deliver, on the Closing Date (i) the Fee Agreement by and among the Company, AAME and AMI, substantially in the form attached hereto as Exhibit F or as otherwise agreed to by the parties hereto and (ii) the Amended and Restated Services Agreement by and among AAME, AMI and ADKG, substantially in the form attached hereto as Exhibit G or as otherwise agreed to by the parties hereto.

ARTICLE III
FINANCIAL COMMITMENT; STATUS OF SHARES

Section 3.1 Agreement to Purchase Shares.

(a) Subject to the terms, limitations and conditions of this Agreement, the Investor hereby commits to purchase an aggregate number of Shares equal to the number set forth on Schedule A opposite the heading "Total Shares" at the Purchase Price by payment for the Initial Shares at the Closing plus such Capital Call amounts specified by the Company from time to time pursuant to Call Notices during the Commitment Period in respect of Future Shares; provided, that in no event shall (i) the aggregate Purchase Price payable for the Class B-1 common shares to be purchased by the Investor hereunder exceed the amount set forth on Schedule A opposite the heading "Total B-1 Commitment" (such amount, the Investor's "Total B-1 Commitment") and (ii) the aggregate Purchase Price payable for the Total Shares to be purchased by the Investor hereunder exceed the amount set forth on Schedule A opposite the heading "Total Commitment" (such amount, the Investor's "Total Commitment"). The "Remaining B-1 Commitment" means, at any time, an amount equal to the Investor's Total B-1 Commitment at such time reduced by the sum of: (i) the Closing B-1 Payment Amount paid by the Investor and (ii) the amount of the aggregate Purchase Price paid by the Investor in relation to the Capital Calls delivered by the Company to the Investor pursuant to and subject to the terms of this Section 3.1. During the Commitment Period, upon fifteen (15) business days' prior written notice from the Company, substantially in the form of Exhibit C attached hereto (each, a "Call Notice"), delivered after approval of the Board or the executive committee of the Board (the "Executive Committee") for such Capital Call has been obtained (unless the Investor has waived such fifteen (15) business-day period in writing or by funding such Capital Call as set forth in the Call Notice), the Company may require (subject, in each case, to the terms, limitations and conditions of this Agreement and the Shareholders Agreement) the Investor to fund all or part of its Remaining B-1 Commitment as specified in such Call Notice (each, a "Capital Call"). The amount called from the Investor pursuant to a Capital Call may not exceed the Investor's Remaining B-1 Commitment as of the date of the Call Notice to which such Capital Call relates, and in no

event shall the (i) Investor's aggregate Purchase Price paid for the Shares exceed the Investor's Total Commitment and (ii) Investor's aggregate Purchase Price paid for the Class B-1 common shares exceed the Investor's Total B-1 Commitment. For purposes of this Agreement, "business day" shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York or Bermuda are authorized or required by law to close.

(b) All Capital Calls shall be approved by a majority of the Executive Committee or the Board present at any duly convened meeting (or by a written consent signed by all of the members of the Executive Committee or the Board). The Company shall use its commercially reasonable efforts to manage the number of Capital Calls from the Investor in such a manner so that no more than three (3) Capital Calls are made during a particular calendar quarter; provided, however, that notwithstanding such efforts, Capital Calls may occur as often as the Company deems necessary but shall be made only during the Commitment Period. All Capital Calls shall be made on a proportionate basis to all persons with outstanding capital commitments to the Company on the basis of all such remaining capital commitments; provided, that the Company may issue Capital Calls on a non-proportionate basis with respect to (i) any call for capital contributions made by the Company to any directors, officers or employees of the Company, Athene Holding Ltd., Apollo Global Management, LLC or Apollo Asset Management Europe LLP, or of any Subsidiary (as defined below) of any of the foregoing, pursuant to any Management Incentive Plan (as defined in the Shareholders Agreement) and (ii) Capital Calls in an aggregate amount per annum not to exceed 1% of the total remaining capital commitments of all such persons identified in clause (i). In addition, Capital Calls shall not be issued to Athene Holding Ltd. until such time as Athene Holding Ltd. would not own more Shares than its pro rata interest based on the amount of the total commitment of all investors, including Athene Holding Ltd.

(c) Each Capital Call for funding shall be accompanied by a Call Notice and shall specify in reasonable detail the purpose of the capital contributions to which such Capital Call relates and shall specify the number of Shares to be acquired by the Investor. The Investor shall not have the right to decline to purchase the Shares described in such Capital Call if such Capital Call has been made in accordance with this Agreement, except as provided in Section 3.5 hereof; provided, however, that the requirements of Section 3.1(f) are satisfied on the applicable Contribution Date.

(d) Each Call Notice shall set forth the date on which the purchase and sale of Shares shall take place pursuant to such Capital Call (the "Contribution Date"), which date shall be no earlier than the fifteenth (15^{th}) business day following the date of the Call Notice (unless the Investor has waived such fifteen (15) business-day period in writing or by funding such Capital Call as set forth in the Call Notice).

(e) If requested to do so prior to the designated Contribution Date with respect to a Capital Call, the Company shall delay the Contribution Date with respect to the Investor until the expiration or termination of governmentally imposed waiting periods and the obtaining of governmental approvals, if any, to allow the Company to make one or more required governmental filings or obtain one or more required governmental approvals and to allow the Investor that reasonably believes, based on the advice of counsel, that the Investor must make or obtain any such filings or approvals, to make and obtain such filings and approvals, in connection with such Capital Call (provided, that the Investor and the Company shall use their commercially reasonable efforts

to take such actions, including executing and delivering such additional instruments, agreements or documents, that are determined to be necessary, reasonably requested, advisable or desired to make each such required governmental filing and seek each such required governmental approval as promptly as possible).

(f) On each Contribution Date and subject to the provisions of Section 3.1(a), (i) the Investor shall acquire the number of Shares specified in the Call Notice and shall make payment therefor by wire transfer to a bank account designated by the Company or by such other payments as is mutually agreed to by the Investor and the Company and (ii) the Company shall update the Register of Shareholders to reflect such purchase of such Shares and, solely upon the written request of the Investor, the Company will deliver to the Investor a certificate representing the Shares that the Investor is purchasing, or has purchased, pursuant to such Capital Call.

(g) Subject to Section 9.3 hereof, the Investor shall have the right to transfer its Shares and its Remaining B-1 Commitment solely in accordance with the Shareholders Agreement. For the avoidance of doubt, the Investor, as applicable, shall have the right to transfer its Total Commitment for estate planning purposes to any corporation, limited liability company, limited partnership or trust created for the benefit of the Investor or one or more of the Investor's parents, spouse, siblings or descendants; provided, that the Investor must retain exclusive voting control over the transferred Total Commitment. Such a transfer shall be a "Permitted Transfer" as defined in the Shareholders Agreement. If the Investor transfers its Total Commitment in the manner described above prior to the delivery of the initial Call Notice to such Investor, the Company shall deliver the initial Call Notice to the transferee of such Investor in the manner described in Section 3.1(a).

(h) Notwithstanding anything to the contrary contained herein, the Company shall have the sole discretion and authority to take all actions necessary or required to reduce the Investor's Total Commitment, other than with respect to the Initial Shares, to the extent such Total Commitment would create any adverse regulatory or tax consequences, including not receiving the Required Regulatory Approvals, for the Company or any shareholder or potential shareholder of the Company.

Section 3.2 Commitment Period. The "Commitment Period" shall mean the time period commencing on the Closing and continuing until the earlier of (i) the date on which the Remaining B-1 Commitment of the Investor is zero and (ii) the date that is the five (5) year anniversary of the Subscription Closing.

Section 3.3 Repurchase of Shares. To the extent that (i) the Company does not make any draws on capital during the Commitment Period, other than in connection with the purchase of the Initial Shares or (ii) this Agreement is terminated pursuant to Section 8.1(b) (each a "Subscription Termination"), the Company shall, within fifteen (15) business days after the occurrence of a Subscription Termination, repurchase all of the Investor's Shares. The Company shall repurchase, and the Investor agrees to sell, the Shares in exchange for a payment to the Investor in an amount equal to (i) the amount paid for the Initial Shares, plus (ii) interest on such amount, determined from the Closing Date to the date of repurchase, at a rate equal to the three-month London InterBank Offered Rate (LIBOR), determined as of the Closing Date and reset each three-month period thereafter, as reported in The Wall Street Journal or any successor selected by the Company.

Section 3.4 No Commitment for Additional Financing. The Company acknowledges and agrees that the Investor has not made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than the Total Commitment as set forth in this Agreement and subject to all terms and conditions set forth herein. In addition, the Company acknowledges and agrees that (a) no statements, whether written or oral, made by the Investor or its representatives before, on or after the date hereof shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (b) the Company shall not rely on any such statement by the Investor or its representatives and (c) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by the Investor and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. The Investor shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company (other than with respect to the Total Commitment as set forth in this Agreement), and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance (other than with respect to the Total Commitment as set forth in this Agreement).

Section 3.5 Default by Investor.

(a) An "Investor Event of Default" shall be deemed to have occurred if (i) the Investor or any of its permitted assigns (such Person, a "Defaulting Investor") fails or refuses to make payment on the Contribution Date in respect of its complete portion of any Capital Call validly made, and (ii) such default has continued in whole or in part for not less than ten (10) business days after the receipt of written notice by the Defaulting Investor from the Company that a period of at least five (5) business days has elapsed since the Contribution Date and the Defaulting Investor has, as of the date of such notice, failed to fund its portion of such duly and validly authorized Capital Call.

(b) Upon an Investor Event of Default, the Company may, at its option, undertake any of the following: (i) institute suit against the Defaulting Investor for the Defaulting Investor's defaulted portion of the Capital Call precipitating such Investor Event of Default, as well as (A) interest on past due amounts at a rate equal to the lesser of (I) the maximum amount permitted by applicable law and (II) the Prime Rate (as determined by JP Morgan Chase Bank in New York, New York or any successor thereto) plus two percent (2%) per annum, until the defaulted portion of the Capital Call is received by the Company and (B) reasonable costs and expenses of the Company in connection with such Investor Event of Default, (ii) automatically remove and terminate, without the consent of the Defaulting Investor, the Defaulting Investor's Preemptive Rights (if any), under Section 2.4 of the Shareholders Agreement and/or (iii) require the Investor to forfeit a fraction of its funded interest in the Company equal to the lesser of (A) all Shares previously acquired by such Defaulting Investor under this Agreement and (B) one-third of such Defaulting Investor's Total Shares (the "Defaulted Shares"). In addition, the Company may pursue any other rights and remedies available to the Company at law or equity. The Company shall use its commercially reasonable efforts to implement clause (iii) of this Section 3.5(b) in a manner so as to avoid causing a non-exempt "prohibited transaction" as defined in Section 406 of the Employee Retirement Income

Security Act of 1974, as amended ("ERISA"), Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or applicable state law.

(c) Upon an Investor Event of Default, the Company shall have the right to determine, in its sole discretion, whether a Defaulting Investor shall be entitled to make any further contributions of capital to the Company; provided that such Defaulting Investor shall remain fully liable to the Company to the extent of its Total Commitment.

(d) The Company may offer one or more other Shareholders (as defined in the Bye-laws) the option of purchasing all or a portion of any Defaulted Shares.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants as of the date hereof to the Investor that:

Section 4.1 Organization; Good Standing; Qualification. The Company is a Bermuda exempted company limited by shares duly organized, validly existing and in good standing under the laws of Bermuda and has all requisite corporate power and corporate authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such qualification, except for those jurisdictions where the failure to be so licensed, qualified or in good standing would not have a material adverse effect on the business, prospects, condition (financial or otherwise), affairs, properties, assets, liabilities or operations of the Company and the Company Subsidiaries (as defined below), taken as a whole (a "Material Adverse Effect").

Section 4.2 Capitalization and Voting Rights.

(a) The authorized share capital of the Company is, and immediately prior to the Subscription Closing will be, US $10,000.00, divided into shares of US $0.001 par value, of which 100 shares are, and immediately prior to the Subscription Closing will be, issued and outstanding (the "Outstanding Shares").

(b) The Outstanding Shares have been duly authorized and validly issued, and were issued pursuant to valid exemptions from the registration or qualification requirements of the Securities Act of 1933, as amended (the "Securities Act"), and any relevant state securities laws. The Outstanding Shares are fully paid and non-assessable.

(c) Except as contemplated by this Agreement, those certain subscription agreements to be entered into in connection with the Private Placement (the "New Subscription Agreements"), any Management Incentive Plan and the Shareholders Agreement, there is not outstanding any option, warrant, profits interest, right (contingent or other, including conversion, exchange, participation, right of first refusal, co-sale or preemptive rights) or agreement for the purchase or acquisition from the Company of any shares of its capital stock or any options, warrants, profits interest or rights convertible into or exchangeable for any thereof. Except as contemplated by this Agreement, the Shareholders Agreement, the New Subscription Agreements and any Management

Incentive Plan, there is no commitment by the Company to issue shares, subscriptions, warrants, options, profits interest, convertible or exchangeable securities or other such rights or to distribute to holders of its equity securities any evidence of indebtedness or asset. Except as contemplated by this Agreement, the Bye-laws, the Shareholders Agreement, a voting agreement among Apollo Global Management, LLC or an investment vehicle managed by Apollo Global Management, LLC or one of its Subsidiaries and Athene Holding Ltd. or one of its Subsidiaries relating to voting of Class B common shares in director elections and any Management Incentive Plan: (i) the Company is not a party or subject to any agreement or understanding, and, to the Company's knowledge, there is no agreement or understanding between or among any holders of the Company's capital stock relating to the acquisition, disposition or voting or giving of written consents with respect to any security of, or matter relating to, the Company or any Company Subsidiary, other than the New Subscription Agreements, (ii) the Company has no obligation (contingent or otherwise) to purchase, redeem or otherwise acquire any shares of its capital stock or other securities or any interest therein or to pay any dividend or make any other distribution in respect thereof, other than pursuant to the New Subscription Agreements, (iii) there are no restrictions on the transfer of the Company's capital stock other than those arising from securities, insurance regulatory and other laws and regulations and (iv) no Person is entitled to (A) any preemptive or similar right with respect to the issuance of any capital stock or other securities of the Company or (B) any rights with respect to the registration of any capital stock or other securities of the Company under the Securities Act.

(d) The rights and preferences of the Class A, Class B-1, Class B-2 and Class C-1 common shares immediately following the Closing are as set forth in the Bye-laws.

Section 4.3 Subsidiaries.

(a) Set forth on Schedule 4.3(a)(i) hereto is a list of all of the Company's direct and indirect Subsidiaries (each, a "Company Subsidiary" and collectively, the "Company Subsidiaries"), including each Company Subsidiary's jurisdiction of incorporation, formation or organization. Each Company Subsidiary is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, formation or organization and has all requisite power and authority to carry on its business as now conducted and as presently proposed to be conducted. Each Company Subsidiary is duly licensed or qualified to transact business and is in good standing (to the extent such concept applies in the applicable jurisdiction) in each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such licensing or qualification, except for those jurisdictions where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect. Except as set forth on Schedule 4.3(a)(ii), the Company owns, directly or indirectly, all outstanding equity interests of each Company Subsidiary.

(b) For purposes of this Agreement, a "Subsidiary" means, with respect to any given Person, any other Person in which the first Person directly or indirectly owns or controls the majority of the equity securities or voting securities able to elect the board of directors or comparable governing body. For purposes of this Agreement, "Person" shall be construed in the broadest sense and means and includes a natural person, a company, an enterprise, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization, a Gesellschaft mit beschränkter Haftung (GmbH), an Aktiengesellschaft (AG), a Kommanditgesellschaft (KG), a Gesellschaft mit beschränkter Haftung & Co. Kommanditgesellschaft (GmbH & Co. KG), a Societas Europaea (SE) and any other entity and any federal, state, municipal, foreign or other government, governmental department, commission, board, bureau, agency or instrumentality, or any private or public court or tribunal.

(c) There is not outstanding any option, warrant, right (contingent or other, including conversion, exchange, participation, right of first refusal, profits interest, co-sale or preemptive rights) or agreement for the purchase or acquisition from any Company Subsidiary of any shares of its capital stock or membership interests or any options, warrants or rights convertible into or exchangeable for any thereof. There is no commitment by any Company Subsidiary to issue shares, membership interests, subscriptions, warrants, options, convertible or exchangeable securities or other such rights or to distribute to holders of its equity securities any evidence of indebtedness or asset. Except as set forth on Schedule 4.3(c) hereto, no Company Subsidiary (i) is a party or subject to any agreement or understanding relating to the acquisition, disposition or voting or giving of written consents with respect to any security of, or matter relating to, a Company Subsidiary; (ii) has any obligation (contingent or otherwise) to purchase, redeem or otherwise acquire any shares of its capital stock, membership interests or other securities or any interest therein or to pay any dividend or make any other distribution in respect thereof and (iii) has any restrictions on the transfer of its capital stock or membership interests other than those arising from securities, insurance regulatory and other laws and regulations. No Person is entitled to (x) any preemptive or similar right with respect to the issuance of any capital stock, membership interest or other securities of any Company Subsidiary or (y) any rights with respect to the registration of any capital stock, membership interest or other securities of any Company Subsidiary under the Securities Act.

Section 4.4 Authorization. The Company has all requisite corporate power and authority to execute and deliver this Agreement and the agreements contemplated herein to which it is a party, and to issue and sell the Shares, and to carry out the provisions of this Agreement and the other agreements contemplated herein to which it is a party. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement and the agreements contemplated herein, and the performance of all obligations of the Company hereunder and thereunder as of the date hereof and the authorization, issuance, sale, and delivery of the Shares in accordance with this Agreement has been taken. This Agreement has been duly and validly executed and delivered by the Company and constitutes, assuming this Agreement has been duly authorized, executed and delivered by the Investor, a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 4.5 Valid Issuance of Shares. The Shares that are being purchased by the Investor hereunder, when issued, sold, and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable, and will be free of all restrictions imposed by or through the Company other than restrictions as set forth in the Bye-laws, this Agreement or the Shareholders Agreement and under applicable securities, insurance regulatory and other laws and regulations.

Section 4.6 Offering. Based in part on the accuracy of the Investor's representations and warranties set forth in this Agreement, the offer, sale and issuance of the Shares as contemplated by this Agreement are exempt from the registration requirements of the Securities Act, and will be issued in compliance with all applicable federal and state securities and blue sky laws. Neither the Company nor anyone acting on its behalf will take any action hereafter that would cause the loss of such exemption. The issuance of Shares to the Investor will not be integrated with any other issuance of the Company's securities (past, current or future) for purposes of any shareholder approval provisions applicable to the Company or its securities.

Section 4.7 Consents. Except as set forth in Schedule 4.7, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority or any Person or entity is required on the part of the Company in connection with the execution, delivery and performance by the Company of this Agreement and issuance, sale and delivery of the Shares, except such filings as have been or will be made prior to the Closing Date, except any notices of sale required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act, or such other filings as may be required under applicable state securities laws, all of which will be timely filed within the applicable periods therefor.

Section 4.8 Compliance With Other Instruments. The Company is not in violation, breach or default of (and to its knowledge, no other Person or entity is in violation, breach or default of) (a) any provision of its Organizational Documents, (b) any provision of any mortgage, indenture, contract, lease, agreement or instrument to which it is a party or by which it is bound, or (c) any judgment, decree, order, writ, Bermudian, European, United States federal or state statute, rule or regulation, license or permit of any governmental authority applicable to it except for such violations, breaches or defaults that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The execution, delivery and performance by the Company of this Agreement and the agreements and transactions contemplated hereby will not (x) conflict with or result in, with or without the passage of time or giving of notice or both, any breach, default or loss of rights under, acceleration of, or give rise to any right of termination, rescission, acceleration or modification, under any such provision, mortgage, indenture, contract, lease, agreement, instrument, judgment, decree, order or writ or (y) result in the creation of any mortgages, pledges, security interests, liens, charges, claims, restrictions, easements or other encumbrances of any nature ("Liens") upon any of the properties or assets of the Company except, in the case of any date subsequent to the date hereof, for such conflicts, breaches, defaults, loss of contractual benefits, rights or Liens that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The Company does not have any knowledge of any termination or material breach or anticipated termination or material breach by any other party to any material contract to which it is a party or

to which any of its assets is subject for which such termination or breach would result in a Material Adverse Effect. The Company's execution and delivery of this Agreement and its performance of the transactions and agreements contemplated hereby will not violate any instrument, agreement, judgment, decree, order, statute, rule or regulation of any governmental authority applicable to the Company except, in the case of any date subsequent to the date hereof, for such violations that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 4.9 Compliance With Laws. The Company and each Company Subsidiary has all franchises, permits, licenses and other rights and privileges from governmental authorities necessary to permit it to own its property and to conduct its business as it is presently conducted, except for such franchises, permits, licenses or other rights and privileges the failure to obtain or make any or all of which would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary currently has any reason to believe that it will be unable to obtain all franchises, permits, licenses and other rights and privileges from governmental authorities necessary to permit it to conduct its business as it is currently contemplated to be conducted or presently proposed to be conducted, except for such franchises, permits, licenses or other rights and privileges the failure to obtain or make any or all of which would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary is in violation of any law, regulation, authorization or order of any public authority relevant to the ownership of its properties or the carrying on of its business as it is presently conducted and as contemplated to be conducted, except for such violation which would not reasonably be expected to have a Material Adverse Effect. To the best of the Company's knowledge, each Company Subsidiary that is engaged in the business of insurance or reinsurance is duly organized and licensed as an insurance or reinsurance company in the respective jurisdiction in which it is chartered or organized, and is duly licensed or authorized as an insurer or reinsurer in each other jurisdiction in which the conduct of its respective business requires it to be so licensed or authorized, except where the failure to be so licensed or authorized would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Company and each Company Subsidiary has filed all notices, reports, information statements, documents and other information with the insurance regulatory authorities of its respective jurisdiction of organization and domicile as are required to be filed pursuant to the insurance statutes of such jurisdictions, including the statutes relating to companies which control insurance companies, and the rules, regulations and interpretations of the insurance regulatory authorities thereunder (collectively, the "Insurance Laws"), and has duly paid all taxes (including franchise taxes and similar fees) it is required to have paid under the Insurance Laws, except where the failure to file such statements or reports or pay such taxes would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 4.10 Title to Property and Assets. The Company and each Company Subsidiary has good, valid and defensible title to its material properties and assets, and, to the Company's knowledge, all such material properties and assets are in good working order and state of repair, free and clear of all Liens other than Liens which do not, individually or in the aggregate, result in a Material Adverse Effect. With respect to the material property and assets it leases, to the Company's knowledge, the Company and each Company Subsidiary is in

compliance with such leases and holds a valid leasehold interest free of any liens, claims, or encumbrances. To the Company's knowledge, all material leases of real or personal property to which the Company or any Company Subsidiary is a party are fully effective and afford the Company and each such Company Subsidiary (as applicable) peaceful and undisturbed possession and use of the property which is the subject matter of the lease.

Section 4.11 Investment Company Act. Neither the Company nor any Company Subsidiary is required to register as an "investment company" as that term is defined in, and is not otherwise subject to regulation under, the Investment Company Act of 1940 (the "Investment Company Act").

Section 4.12 Litigation. There is no material action, suit, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary, or against any officer or director, except as would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary is a party or subject to any order, writ, injunction, judgment or decree of any court or government agency or instrumentality, except for any order, writ, injunction, judgment or decree that would not reasonably be expected to have a Material Adverse Effect.

Section 4.13 Brokers. No Person, firm or corporation has, or will have, as a result of any action taken by the Company, any Company Subsidiary or any of their respective authorized representatives, in the context of the transaction specifically contemplated by this Agreement, any rights, interest or valid claim against or upon the Company or the Investor for any commission, fee or other compensation as a finder or broker or in any similar capacity.

Section 4.14 Taxes. Any tax returns required to be filed by the Company or any Company Subsidiary in any jurisdiction have been filed and any taxes, including any withholding taxes, excise taxes, penalties and interest, assessments and fees and other charges due or claimed to be due from such entities have been paid, other than any of those being contested in good faith and for which adequate reserves have been provided or any of those currently payable without penalty or interest, except to the extent that the failure to so file or pay would not result in a Material Adverse Effect.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants to the Company as of the date hereof and the Closing Date that:

Section 5.1 Authorization. The Investor has full power and authority to execute and deliver this Agreement and the other agreements contemplated herein to which it is a party, and to carry out the provisions of this Agreement and the other agreements contemplated herein to which it is a party. Any and all corporate or partnership action on the part of the Investor necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Investor hereunder at the Closing has been taken. Any and all corporate or partnership action on the part of the Investor necessary for the authorization, execution and delivery of the agreements contemplated herein to which it is a party will be taken prior to the

Closing. This Agreement has been duly and validly executed and delivered by the Investor and constitutes, and the agreements contemplated herein to which the Investor is a party when executed and delivered will constitute, assuming due execution and delivery by the Company of this Agreement and the agreements contemplated herein to which the Company is a party, valid and legally binding obligations of the Investor, enforceable against the Investor in accordance with their respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 5.2 Purchase Entirely for Own Account. The Investor is (a) an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act and (b) acquiring the Shares being acquired by it hereunder for investment for its own account and not with a view to, or for resale in connection with, any distribution thereof or any arrangement or understanding with any other Person regarding the distribution of such Shares. The Investor will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the Shares except in compliance with the Securities Act and any applicable state securities or "blue sky" laws or an exemption therefrom. The Investor agrees that in the absence of either an effective registration statement covering the Shares or an available exemption from registration under the Securities Act or any applicable state securities or "blue sky" laws, the Shares must be held indefinitely. The Investor acknowledges that the Shares acquired by it hereunder have not been registered under the Securities Act or any applicable state securities or "blue sky" laws by reason of a specific exemption from the registration provisions of the Securities Act or any applicable state securities or "blue sky" laws which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such party's respective representations as expressed in this Agreement.

Section 5.3 Investment Experience. The Investor confirms that it has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of an investment in the Shares and of making an informed investment decision and understands that (a) this investment is suitable only for an investor which is able to bear the economic consequences of losing its entire investment, (b) the purchase of the Shares by the Investor hereunder is a speculative investment which involves a high degree of risk of loss of the entire investment, and (c) there are substantial restrictions on the transferability of, and there will be no public market for, the Shares, and accordingly, it may not be possible for the Investor to liquidate the Investor's investment in case of emergency.

Section 5.4 Litigation. There is no action, suit, proceeding or investigation pending or, to the knowledge of the Investor, threatened against the Investor which is reasonably likely to adversely affect the validity of this Agreement or the agreements contemplated hereby or any material action taken or to be taken pursuant hereto or thereto (including the ability of the Investor to perform and comply with its obligations hereunder and thereunder), nor, to the knowledge of the Investor, has there occurred any event nor does there exist any condition on the basis of which any such material litigation, proceeding or investigation might properly be instituted.

Section 5.5 Brokers or Finders. No Person has or will have, as a result of the issuance of the Shares pursuant to this Agreement, any right, interest or valid claim against or upon the Company for any commission, fee or other compensation as a finder or broker because of any act or omission by the Investor or his or its respective agents or representatives.

Section 5.6 Jurisdiction of Organization. The Investor's entity type (as applicable) and jurisdiction of incorporation, formation or organization (as applicable) is set forth on Schedule A.

Section 5.7 Financial Ability. The Investor will have at the Closing, and, in connection with any future Capital Call properly made in accordance with Section 3.1, on each respective Contribution Date (subject to any exceptions set forth in this Agreement), sufficient liquid funds to satisfy such respective Capital Call.

Section 5.8 Acknowledgements.

(a) The Investor acknowledges and agrees that (i) the Company is not acting as a fiduciary or financial or investment adviser to the Investor; (ii) the Investor is not relying (for purposes of entering into this Agreement or otherwise) upon any advice, counsel or representations (whether written or oral) of the Company other than those representations expressly made hereunder; (iii) the Company has not given the Investor (directly or indirectly through any other Person) any assurance, guarantee, or representation whatsoever as to the expected prospects or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) of this Agreement or the business of the Company to be conducted after the Closing Date; (iv) the Company and its affiliates, and their respective officers, directors, employees, agents and representatives, do not make, have not made and shall not be deemed to have made any representation or warranty to the Investor, express or implied, at law or in equity, with respect to (x) projections, estimates, forecasts or plans or (y) tax or economic or technical considerations of the Investor relating to the purchase of the Shares; (v) the Investor has received a copy of the preliminary investor memorandum, dated November 2016 (the "Preliminary Investor Memorandum") and a copy of the supplement to the Preliminary Investor Memorandum, dated March 31, 2017 (the "Supplement") relating to the Private Placement, and understands and agrees that each of the Preliminary Investor Memorandum and the Supplement speaks only as of its date and that the information contained in each of the Preliminary Investor Memorandum and the Supplement may not be correct or complete as of any time subsequent to its date; (vi) the Investor has consulted with the Investor's own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent the Investor deemed necessary, and the Investor has made its own decisions with respect to entering into this Agreement based upon the Investor's own judgment and upon any advice from such advisers the Investor has deemed necessary and not upon any view expressed by the Company; (vii) the Investor has received, carefully read and reviewed and is familiar with this Agreement and is entering into this Agreement with a full understanding of all the terms, conditions and risks hereof and thereof (economic and otherwise), and the Investor is capable of and willing to assume (financially and otherwise) those risks; and (viii) the Investor is a sophisticated entity familiar with transactions similar to those contemplated by this Agreement. The Investor acknowledges that it and its representatives and agents have been permitted full and complete access to the books and records, facilities, equipment, returns, contracts, insurance policies (or summaries thereof) and other properties and assets of the Company and the Company

Subsidiaries that it and its representatives and agents have desired or requested to see and/or review, and that it and its representatives and agents have had a full opportunity to meet with the officers and knowledgeable employees of the Company and the Company Subsidiaries to discuss the business of the Company and the Company Subsidiaries and the terms of the purchase of the Shares to the full satisfaction of the Investor and that it and its representatives have conducted their own due diligence and other investigations, to the extent they have determined necessary or desirable, regarding the Company and the Company Subsidiaries and the Investor has determined to enter into and complete the transactions contemplated hereby based on such due diligence and investigations, and not in reliance on any representation or warranty or investigation made by, or information known by, any Person (other than the representations and warranties expressly set forth herein). The Investor is not purchasing the Shares as a result of, or subsequent to, any advertisement, article, notice or other communication published on the internet, in any newspaper, magazine or similar media or broadcast over television or radio, any seminar or meeting, or any solicitation of a subscription by a Person not previously known to it in connection with investments in securities generally. The Investor's acknowledgements and representations hereunder do not in any way undermine the express representations or warranties made by the Company hereunder.

(b) The Investor understands that the Company has not been registered as an investment company under the Investment Company Act in reliance upon an exemption from such registration.

(c) The Investor agrees to deliver to the Company such information as to certain matters under the Securities Act, the Investment Company Act, insurance regulatory and other laws and regulations as the Company may reasonably request in order to ensure compliance with such laws and regulations and the availability of any exemption thereunder.

(d) The Investor acknowledges that neither the Company nor any affiliate thereof has rendered any investment advice or securities valuation advice to the Investor, and that the Investor is neither subscribing for nor acquiring any interest in the Company in reliance upon, or with the expectation of, any such advice.

(e) The Investor's funds in respect of the payment for the Initial Shares and any Capital Call will not originate from, nor will it be routed through, an account maintained at a Foreign Shell Bank (as defined below), an Offshore Bank (as defined below) or any other financial institution organized or chartered under the laws of a High Risk or Non-Cooperative Jurisdiction (as defined below), nor have they been or shall be derived from any activity that is deemed criminal under United States law.

(i) For purposes of this Agreement, "Foreign Shell Bank" means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate. "Foreign Bank" means an organization that (A) is organized under the laws of a country outside the United States; (B) engages in the business of banking; (C) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; (D) receives deposits to a substantial extent in the regular course of its business; and (E) has the power to accept demand deposits, but does not include the United States branches or agencies of a Foreign Bank. "Physical Presence" means a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank:

(1) employs one or more individuals on a full-time basis; (2) maintains operating records related to its banking activities; and (3) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities. "Regulated Affiliate" means a Foreign Shell Bank that: (a) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the United States or a foreign country, as applicable; and (b) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

(ii) For purposes of this Agreement, "High Risk or Non-Cooperative Jurisdiction" means any foreign country or territory that has been designated as high risk or non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force ("FATF"), of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. See *http://www.fatf-gafi.org/publications/high-riskandnon-cooperativejurisdictions* for FATF's current list of High Risk and Non-Cooperative Jurisdictions.

(iii) For purposes of this Agreement, "Offshore Bank" means a bank located outside the country of residence of its depositors, with most of its account holders being non-residents of such jurisdiction.

(f) The Investor acknowledges and agrees that any distributions paid to it will be paid to the same account from which its capital contributions to the Company were originally remitted, unless the Company consents otherwise (such consent not to be unreasonably withheld).

(g) The Investor agrees that upon the Company's request, the Investor will provide to the Company any information requested that is necessary for the Company to prevent or reduce the rate of withholding on premiums or other payments it receives, to make payments to the Investor without or at a reduced rate of withholding, or to enable the Company to satisfy any reporting or withholding requirements under the Code or other applicable law. The Investor also agrees to provide, upon request by the Company, any certification or form required by law regarding such information with respect to the Investor (including with respect to the Investor's direct or indirect owners or controlling persons) that is requested by the Company, to the extent permissible to do so under applicable law. The Investor acknowledges that such information may be required by law to be disclosed to taxing or governmental authorities or to Persons making payments to the Company, and the Investor hereby consents to such disclosure. The Investor acknowledges that failure to provide the information requested by the Company pursuant to this paragraph may result in withholding on payments made to the Investor consistent with applicable law.

(h) The Investor acknowledges that the Company and/or its affiliates may be obliged under applicable laws to submit information to the relevant regulatory authorities if the Company and/or its affiliates know, suspect or have reasonable grounds to suspect that any Person is engaged in money laundering, drug trafficking or the provision of financial assistance to terrorism and that the Company and/or its affiliates may not be permitted to inform anyone of the fact that such a report has been made. The Investor is advised that, by law, the Company may be obligated to "freeze the account" of the Investor, either by prohibiting additional investments from the Investor, withholding distributions and/or segregating the assets in the account in compliance with

governmental regulations, and the Company may also be required to report such action and to disclose the Investor's identity to United States Office of Foreign Asset Control or other authorities if the Investor is on the list of Specially Designated National and Blocked Persons maintained by the United States Office of Foreign Assets Control or if U.S. persons otherwise are prohibited from having dealings with the Investor under U.S. economic sanctions laws. The Investor further acknowledges that the Company may suspend the payment of distributions to the Investor if the Company reasonably deems it necessary to do so to comply with anti-money laundering or anti-terrorism regulations applicable to the Company, any of its affiliates or any of the Company's service providers.

(i) The Investor agrees that neither the Company nor any of its affiliates shall have any liability to the Investor for any loss or liability that the Investor may suffer to the extent that it arises out of, or in connection with, compliance by the Company and/or their affiliates in good faith with the requirements of applicable anti-money laundering and anti-terrorism legislation or regulatory provisions in connection with actual or alleged money laundering or terrorist financing by the Investor or suspicion thereof by the Company.

(j) The Investor acknowledges that the Company has relied and will rely upon the representations, warranties and covenants of the Investor set forth in this Agreement and that all such representations, warranties and covenants shall survive the date of this Agreement. Accordingly, the Investor agrees to notify the Company promptly if there is any change with respect to any of the information or representations provided by the Investor in or pursuant to this Agreement, and to provide the Company with such further information as the Company may reasonably require.

(k) The Investor understands that the Company's assets will not constitute the assets of an employee benefit plan under ERISA or Section 4975 of the Code, or under the provisions of any laws or regulations that are similar to those provisions contained in Title I of ERISA or Section 4975 of the Code.

ARTICLE VI
COVENANTS AND AGREEMENTS

Section 6.1 Public Disclosure. Neither the Company nor the Investor shall, except as required by applicable law, regulation or stock exchange rule, issue any press release that describes the transactions contemplated herein and that identifies the Company, the Investor, or any of their respective affiliates without the prior consent of the Company or the Investor (as applicable), which consent shall not be unreasonably withheld. For the avoidance of doubt, the consent of the Investor shall not be required for any press release or other disclosure in regard to the transactions contemplated herein by the Company or its affiliates that does not identify such Investor.

Section 6.2 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all fees and expenses, including fees and expenses incurred in connection with the preparation, execution, and delivery of this Agreement and the transactions contemplated herein, shall be paid by the party incurring such fee or expense.

Section 6.3 Further Assurances. Subject to the terms and conditions set forth in this Agreement, each of the parties hereto shall use its commercially reasonable efforts (subject to, and in accordance with, applicable Law) to take, or cause to be taken, promptly all actions, and to do, or cause to be done, promptly and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including (a) the obtaining of all necessary actions or non-actions, waivers, consents and approvals, including any insurance related approvals from any governmental authority and the making of all necessary registrations and filings and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any governmental authority, (b) the obtaining of all necessary consents, approvals or waivers from third parties, (c) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated by this Agreement and (d) the execution and delivery of any additional certificates, documents or instruments necessary to consummate the transactions contemplated by this Agreement.

Section 6.4 Confidentiality. The parties acknowledge and agree that any Confidential Information (as defined in the Confidentiality Agreement, to be entered into by the Company and the Investor on or prior to the Closing Date (the "Confidentiality Agreement")) will be subject to the terms and conditions of the Confidentiality Agreement, the terms of which will be automatically incorporated herein by reference when the Confidentiality Agreement is so executed.

Section 6.5 Related Person Insurance.

(a) The Investor represents, warrants and covenants that (i) neither it nor any of its direct or indirect beneficial owners is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code) or (ii) if it or any of its direct or indirect beneficial owners is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code), then both immediately before and at all times after the transactions contemplated by this Agreement none of it, any related person to the Investor (within the meaning of Section 953(c) of the Code) or, to the actual knowledge of the Investor, any of its direct or indirect beneficial owners who is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code) or any related person to such a beneficial owner (within the meaning of Section 953(c) of the Code) (collectively, the "Investor Parties") are or will be (directly or indirectly) insured or reinsured by any Company Subsidiary (which list shall be updated as necessary by the Company and provided to the Investor) or any ceding company as specified in Schedule 6.5 hereto (which list shall be updated as necessary by the Company and provided to the Investor) to which any Company Subsidiary provides reinsurance. If the Investor breaches this representation and covenant, the Investor will be obligated to notify the Board as promptly as possible and the Board may pursue any applicable remedies set forth in Article 5 of the Bye-laws.

(b) The Investor represents, warrants and covenants that no Investor Party currently owns, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P., Apollo Global Management, LLC or Athene Holding Ltd. that are treated as equity for U.S. federal income tax purposes, other than as set forth on Schedule A hereto. Unless otherwise agreed by the Company and such Investor (such agreement being set forth on Schedule A hereto or in another written agreement approved by the Company's Board), the Investor covenants that (i) no Investor Party shall hereafter acquire, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P. or Apollo Global Management, LLC that are treated as equity for U.S. federal income tax purposes; and (ii) if any Investor Party owns, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P. or Apollo Global Management, LLC that are treated as equity for U.S. federal income tax purposes, no Investor Party shall hereafter acquire, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in Athene Holding Ltd. that are treated as equity for U.S. federal income tax purposes, other than from a member of the Apollo Group (as such term is defined in the Bye-laws) in a distribution with respect to an equity interest held in such member of the Apollo Group. No Investor Party will make any investment that, to the actual knowledge of the Investor at the time the Investor Party becomes bound to make the investment, would cause such Investor Party to own (directly, indirectly or by attribution pursuant to Section 958 of the Code) stock (for this purpose, including any other instrument or arrangement that is treated as equity for U.S. federal income tax purposes and any stock that such Investor Party has an option to acquire) of the Company possessing fifty percent (50%) or more of (a) the total voting power of all classes of stock of the Company entitled to vote or (b) the total value of stock of the Company.

(c) The Investor agrees that no Investor Party shall enter into a transaction that, to the actual knowledge of the Investor at the time such Investor Party becomes bound to enter into the transaction, could reasonably be expected to cause any "United States Person", as such term is defined in Section 957(c) of the Code, to own (directly, indirectly or by attribution pursuant to Section 958 of the Code) stock (for this purpose, including any other instrument or arrangement that is treated as equity for U.S. federal income tax purposes and any stock that such United States Person has an option to acquire) of the Company possessing fifty percent (50%) or more of (i) the total voting power of all classes of stock of the Company entitled to vote or (ii) the total value of stock of the Company.

(d) Notwithstanding anything to the contrary herein, upon a breach of this Section 6.5, the Investor will be required to take any reasonable action the Board deems appropriate, it being understood that the Investor will in no instance be liable for monetary damages with respect to a breach of this Section 6.5.

(e) This Section 6.5 shall not apply to any Investor that is a member of the Apollo Group (as such term is defined in the Bye-laws). The Company acknowledges that the Investor is a member of the Apollo Group (as so defined).

Section 6.6 Change in Entity Classification. The Company shall provide prompt notice to the Investor of any change in the entity classification of the Company for U.S. tax purposes.

Section 6.7 AEOI. The U.S. tax provisions commonly known as the Foreign Account Tax Compliance Act, the regulations (whether proposed, temporary or final), including any subsequent amendments, and administrative guidance promulgated thereunder (or which may be promulgated in the future) and any applicable intergovernmental agreements in respect thereof (or any similar intergovernmental agreements which may be applicable to the Company or any Company Subsidiary), including any implementing legislation, regulations and guidance promulgated (or which may be promulgated) thereunder and any subsequent amendments to any of the foregoing ("FATCA") and similar withholding or information reporting provisions, including the "Common Reporting Standard" developed by the OECD and any legislation, regulations, intergovernmental agreements and guidance in respect thereof (all such provisions, collectively with FATCA, the "AEOI Regimes") impose or may impose a number of obligations on the Company or Company Subsidiaries. In this regard:

(a) The Investor acknowledges that, in order to comply with the provisions of the AEOI Regimes and avoid the imposition of U.S. federal withholding tax, the Board may, from time to time and to the extent provided under the AEOI Regimes, (i) require further information and/or documentation from the Investor, which information and/or documentation may (A) include, but is not limited to, information and/or documentation relating to or concerning the Investor, the Investor's direct and indirect beneficial owners (if any), and any such Person's identity, residence (or jurisdiction of formation) and income tax status, and (B) need to be certified by the Investor under penalties of perjury, and (ii) provide or disclose any such information and documentation to governmental agencies of the United States or other jurisdictions (including the U.S. Internal Revenue Service (the "IRS")) and Persons from or through which the Company or any Company Subsidiary may receive payments or with which the Company or any Company Subsidiary may have an account (within the meaning of the AEOI Regimes).

(b) The Investor agrees that it shall provide such information and/or documentation concerning itself and its direct and indirect beneficial owners (if any), as and when requested by the Board, as the Board, in its sole discretion, determines is necessary or advisable for the Company to comply with its obligations under the AEOI Regimes, including, but not limited to, in connection with the Company or any of its affiliates entering into or amending or modifying an "FFI Agreement," as defined under the AEOI Regimes (each, an "FFI Agreement"), with the IRS and maintaining ongoing compliance with such agreement. The Investor should consult its tax advisors as to the type of information that may be required from the Investor under this Section 6.7.

(c) Consistent with the AEOI Regimes, the Investor agrees to waive any provision of law of any jurisdiction that would, absent a waiver, prevent the Company's compliance with its obligations under the AEOI Regimes, including under any FFI Agreement, and hereby consents to the disclosure by the Company or any Company Subsidiary of any information regarding the Investor (including information regarding its direct and indirect beneficial owners, if any) as the Company or any Company Subsidiary determines is necessary or advisable to comply with the AEOI Regimes (including the terms of any FFI Agreement).

(d) Unless otherwise agreed by the Board, to the extent that the Company or any affiliate thereof suffers any withholding taxes, interest, penalties or other expenses or costs on account of the Investor's failure to timely provide and/or update the requested information and/or

documentation or waiver, as applicable (an "AEOI Compliance Failure"), (i) the Investor shall promptly pay upon demand by the Board to the Company or, at the Board's direction, to the relevant affiliate, an amount equal to such withholding taxes, interest, penalties and other expenses and costs, or (ii) the Board may reduce the amount of the next distribution or distributions which would otherwise have been made to the Investor or, if such distributions are not sufficient for that purpose, reduce the proceeds of liquidation otherwise payable to the Investor by an amount equal to such withholding taxes, interest, penalties and other expenses and costs; provided, that (A) if the amount of the next succeeding distribution or distributions or proceeds of liquidation is reduced, such amount shall include an amount to cover interest on the amount of such withholding taxes, interest, penalties and other expenses and costs at the lesser of (1) the rate of two percent (2%) per annum over the rate of interest announced publicly from time to time by JPMorgan Chase Bank in New York, New York as such bank's prime rate, and (2) the maximum rate permitted by applicable law, and (B) should the Board elect to so reduce such distributions or proceeds, the Board shall use commercially reasonable efforts to notify the Investor of its intention to do so. Whenever the Board makes any such reduction of the proceeds payable to the Investor pursuant to clause (ii) of the preceding sentence, for all other purposes the Investor may be treated as having received all distributions (whether before or upon liquidation) unreduced by the amount of such reduction. Unless otherwise agreed to by the Board in writing, the Investor shall indemnify and hold harmless the Company and its affiliates from and against any withholding taxes, interest, penalties or other expenses or costs with respect to the Investor's AEOI Compliance Failure.

(e) The Investor acknowledges that the Board (or the applicable affiliate of the Company) will determine in its sole discretion how to comply with the AEOI Regimes.

(f) The Investor acknowledges and agrees that it shall have no claim against the Board or the Company (or its affiliates) for any damages or liabilities attributable to any AEOI Regimes compliance related determinations pursuant to Section 6.7(e).

ARTICLE VII
INDEMNIFICATION

Section 7.1 Agreement to Indemnify.

(a) The Company hereby agrees to indemnify, defend and hold harmless the Investor and its successors and assigns, representatives and affiliates, and their respective directors, officers, partners, members, managers, employees and agents (collectively, the "Investor Group") from and against all claims, actions or causes of action, assessments, demands, losses, damages, judgments, settlements, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' and accounting fees and expenses of any nature whatsoever, whether actual or consequential (collectively, "Damages"), asserted against, imposed upon or incurred directly by any member of the Investor Group by reason of or resulting from a breach of any agreement or representation or warranty or covenant by the Company contained herein.

(b) The Investor hereby agrees to indemnify, defend and hold harmless the Company and the Company Subsidiaries, and each officer and director of the Company or the Company Subsidiaries (collectively, the "Company Group"), and their successors and assigns, from and against all Damages, asserted against, imposed upon or incurred directly by any member of the Company Group by reason of or resulting from a breach of any agreement or representation, warranty or covenant by the Investor contained herein.

ARTICLE VIII
TERMINATION

Section 8.1 Termination. This Agreement (a) may be terminated by either party hereto when the Investor has fully funded the Total Commitment or (b) shall terminate, and the transactions contemplated hereby abandoned, if all Required Regulatory Approvals shall not have been obtained by June 30, 2018. If this Agreement is terminated as described in this ARTICLE VIII, this Agreement shall become null and void and of no further force and effect, except for the provisions of ARTICLE VI, ARTICLE VII, ARTICLE VIII, and ARTICLE IX which shall survive such termination. Nothing in this ARTICLE VIII shall be deemed to release any party from any liability for any willful breach by such party of the terms and provisions of this Agreement. For the avoidance of doubt, the representations and warranties set forth in ARTICLE IV and ARTICLE V shall survive the date hereof.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Notices. All notices required to be given hereunder shall be in writing and shall be deemed to be duly given if personally delivered, telecopied or electronically mailed and confirmed, or mailed by certified mail, return receipt requested, or nationally recognized overnight delivery service with proof of receipt maintained, at the following address (or any other address that any such party may designate by written notice to the other parties):

AGER Bermuda Holding Ltd.
96 Pitts Bay Road
Pembroke, HM08, Bermuda
Attention: AGER Legal Department
Telephone: (441) 279-8400
Email: AGER-Legal@athene.com

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry J. Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

and

Linklaters LLP
Prinzregentenplatz 10
81675 Munich

Germany
Attention: Dr. Wolfgang Krauel
Telephone: +49 89 41 80 83 26
Email: wolfgang.krauel@linklaters.com

If to the Investor, as set forth on Schedule A.

Any such notice shall, if delivered personally, be deemed received upon delivery; shall, if delivered by telecopy or electronic mail (receipt confirmed), be deemed received on the first business day following confirmation; shall, if delivered by overnight delivery service, be deemed received the first business day after being sent; and shall, if delivered by mail, be deemed received upon the earlier of actual receipt thereof or three (3) business days after the date of deposit in the United States mail. Notwithstanding the foregoing, all notices sent to the Investor in hard copy form shall also be emailed to the Investor at the email address set forth on Schedule A, and all notices sent to the Investor shall be made available in either downloadable or printable format.

Section 9.2 Entire Agreement. This Agreement, together with the Exhibits, the Shareholders Agreement and the Confidentiality Agreement, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Notwithstanding the foregoing, the Confidentiality Agreement entered into by the Investor (or one of its affiliates) and the Company shall survive the execution and delivery of this Agreement, and if the Investor is not a party to such agreement, the Investor agrees to be bound by such agreement in the same manner as its affiliate party thereto.

Section 9.3 Binding Effect; Assignment; No Third Party Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Except as otherwise expressly provided in this Agreement or the Shareholders Agreement, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party without the consent of the other party. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties hereto, and their respective heirs, legal representatives, successors, and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.4 Severability. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

Section 9.5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

Section 9.6 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect in any manner the meaning or interpretation of this Agreement.

Section 9.7 Gender. Pronouns in masculine, feminine, and neutral genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

Section 9.8 References. All references in this Agreement to Sections and other subdivisions refer to the Sections and other subdivisions of this Agreement unless expressly provided otherwise. The words "this Agreement," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Whenever the words "include," "includes" and "including" are used in this Agreement, such words shall be deemed to be followed by the words "without limitation." Each reference herein to an Exhibit, Annex or Schedule refers to the item identified separately in writing by the parties hereto as the described Exhibit, Annex or Schedule to this Agreement. All Exhibits, Annexes and Schedules are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 9.9 Injunctive Relief. The parties hereto acknowledge and agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement without posting a bond, and shall be entitled to enforce specifically the provisions of this Agreement, in any court of the United States or any state thereof having jurisdiction, in addition to any other remedy to which the parties may be entitled under this Agreement or at law or in equity.

Section 9.10 Consent to Jurisdiction.

(a) The parties hereto hereby irrevocably submit to the exclusive jurisdiction of either the courts of Bermuda or the courts of the State of New York and the federal courts of the United States of America located in the County of New York, in the State of New York, and appropriate appellate courts therefrom, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement, the Shareholders Agreement or any of the transactions contemplated hereby brought in such courts or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is

being given solely for purposes of this Agreement and the Shareholders Agreement and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a party to this Agreement may become involved.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action, or proceeding of the nature specified in subsection (a) above by the mailing of a copy thereof in the manner specified by the provisions of Section 9.1.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 9.11 Amendment. The provisions of this Agreement may be amended, waived or modified only with the written consent of the Investor and the Company; provided, that no amendment shall be made to reduce or eliminate an Investor's Remaining B-1 Commitment (pursuant to this Agreement or any equivalent subscription agreement) except as contemplated by Section 3.5(c) hereof.

Section 9.12 Waiver. No failure or delay by a party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

Section 9.13 Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts (including without limitation, facsimile counterparts), each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 9.14 Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other party hereto reasonably may request in order to carry out the provisions of this Agreement and the consummation of the transactions contemplated hereby.

Section 9.15 Adjustments for Share Splits, Etc. Wherever in this Agreement (including the Exhibits attached hereto) there is a reference to a specific number of shares of stock of the Company of any class or series, or a price per share of such stock, or consideration received in respect of such stock, then, upon the occurrence of any subdivision, combination, or stock dividend of such class or series of stock, the specific number of shares or the price so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of stock by such subdivision, combination, or stock dividend.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY:

AGER BERMUDA HOLDING LTD.

By: /s/ Tab Shanafelt ,
Name: Tab Shanafelt
Title: Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

APOLLO PRINCIPAL HOLDINGS IX, L.P.

By: Apollo Principal Holdings IX GP, Ltd., its general partner

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

EXHIBIT A

SECOND AMENDED AND RESTATED BYE-LAWS
OF AGER BERMUDA HOLDING LTD.

EXHIBIT B

AGER BERMUDA HOLDING LTD. SHAREHOLDERS AGREEMENT

See attached.

EXHIBIT C

AGER BERMUDA HOLDING LTD. CALL NOTICE

Reference is hereby made to that certain Subscription Agreement (the "Agreement") dated as of April 14, 2017, by and between AGER Bermuda Holding Ltd. (the "Company") and Apollo Principal Holdings IX, L.P. (the "Investor"). Terms used in this Call Notice and not otherwise defined herein shall have the respective meanings set forth in the Agreement. Pursuant to ARTICLE III of the Agreement, the Company hereby requests that the Investor make capital contributions to the Company as follows:

1. Aggregate Amount of Capital Call EUR _____

2. Number of Class B-1 common shares to be Acquired _____

3. Date Funds Required to be received by the Company _____ ("Contribution Date")

4. Instructions for Wire Transfer:

5. The Company represents and warrants, in connection with the above referenced Capital Call as of the date hereof that:

The Person signing this instrument is the duly elected, qualified and acting officer of the Company as indicated below such officer's signature hereto having all necessary authority to act for the Company in making this notice for capital contributions.

The Company is not subject to any condition that would render this Capital Call invalid under the Agreement and all actions taken by the Company with respect to this Call Notice have been properly authorized by the Company.

IN WITNESS WHEREOF the undersigned officer of the Company has executed this Call Notice on behalf of the Company on this [●] day of [●], [●].

AGER BERMUDA HOLDING LTD.

By: _____
Name:
Title:

Capitalization

[To be inserted on delivery of Call Notice]

EXHIBIT D

SUMMARY OF TERMS OF MANAGEMENT INCENTIVE PLAN

[To be provided.]

AGER

MANAGEMENT EQUITY PLAN TERM SHEET[1]

In connection with the proposed private offering of equity interests of AGER Bermuda Holdings Ltd. ("AGER", together with any member of its group, the "AGER Group"), we are pleased to provide you with this indicative, non-binding term sheet (this "Term Sheet") which sets out a summary of the outline terms on which it is proposed certain senior managers will participate in a management equity plan ("MEP").

This Term Sheet is intended to be, and shall be construed only as, a summary of the key terms related to the MEP and does not contemplate the terms or structure of any management co-invest arrangements.

Issuer:	A newly incorporated corporate vehicle (the "Company") established in a jurisdiction to be determined following completion of tax analysis in the relevant jurisdictions. It is currently contemplated that certain senior managers ("Managers") shall invest directly into the Company. AGER, Apollo or one or more of their affiliates shall control the Company but will have no economic rights.
Capital Structure:[2]	AGER's capital structure will consist of class A shares (held by persons who are not members of the Apollo Group), and class B shares (issued to members of the Apollo Group). AGER will issue a new class or classes of shares to the Company, which shall constitute the sweet equity shares. AGER, Apollo or one or more of their affiliates shall hold class A voting shares in the Company ("Class A Shares"). The Managers shall hold class B non-voting shares in the Company ("Class B Shares").
Voting / Governance:	Each of the Class A Shares shall have one vote.

[1] Note: For the purposes of this Term Sheet, we have assumed that the Managers will be based in the United Kingdom, Germany, Bermuda or Benelux. Structuring may change subject to tax and regulatory considerations.

[2] Note: Capital structure and voting/governance rights of the Company to be confirmed following confirmation of both the Company's jurisdiction of incorporation and its legal form.

Hurdles:	Subject to meeting certain vesting requirements as set out below, internal rate of return ("IRR") and multiple on invested capital ("MOIC") hurdles on the amounts invested into AGER by class A holders and class B holders of AGER, the Company shall be eligible to receive distributions in an amount up to 7.5% of the profits made by AGER, as follows: (i) if the investors in AGER realise, on their total capital invested in AGER, a MOIC of at least 1x, the Company shall be entitled to receive an amount equal to 2.5% of the profits made by AGER; plus (ii) if the investors in AGER realise, on their total capital invested in AGER: a. both (a) a 17.5% IRR and (b) a MOIC of at least 1.75x, the Company shall be entitled to receive an amount equal to 2.5% of the profits made by AGER; or b. both (a) a 22.5% IRR and (b) a MOIC of at least 2.25x, the Company will be entitled to receive an amount equal to 5% of the profits made by AGER.
Distributions:	All distributions shall be paid to the holders of Class B Shares in the Company pro rata, based on the number of Class B Shares held by each such holder.
Vesting:	Each Manager's Class B Shares will vest over a 5 year period beginning on the later of (i) the investment date, and (ii) the date upon which he or she commenced employment with (or otherwise became engaged to provide services to) the AGER Group (the "Commencement Date"). Each Manager's Class B Shares will vest in 5 equal tranches on each of the first, second, third, fourth and fifth anniversaries of the Commencement Date. In the event of a Change of Control for cash consideration, each Manager's vesting percentage shall be deemed to be 100%. All vesting of any Manager's Class B Shares will cease immediately following the date upon which notice of termination of such Manager's employment/engagement is given (whether by the AGER Group or by such Manager), and the Manager's Class B Shares shall be subject to a call option.

Call Option:	In the event that a Manager's employment or engagement (including re their position as a director or officer) (directly or indirectly) is terminated, for a period of 180 days thereafter such Manager's Class B Shares may be repurchased, redeemed, cancelled, and/or acquired by a designee of the Company upon the terms set out below (the "Call Option"). (i) Good Leaver - If a Manager is deemed a Good Leaver, the Company or its designee(s) (including but not limited to the AGER Group), shall be entitled (but not obligated) to repurchase, redeem, cancel and/or acquire (a) the vested portion of such Manager's Class B Shares at a price equal to their Fair Market Value, and (b) the unvested portion of such Manager's Class B Shares at a price equal to the lesser of the original subscription cost and their Fair Market Value. (ii) Bad Leaver - If a Manager is deemed a Bad Leaver, the Company or its designee(s) (including but not limited to the AGER Group), shall be entitled (but not obligated) to repurchase, redeem and/or cancel all of such Manager's Class B Shares at a price equal to the lesser of the original subscription cost and their Fair Market Value.
Leaver Terms:	"Bad Leaver" shall mean a Manager who (i) resigns or terminates their employment or engagement (directly or indirectly) with the AGER Group without Good Reason, other than as a Good Leaver, or (ii) is dismissed or removed from service for Cause. "Good Leaver" shall mean a Manager who: (i) dies; (ii) becomes permanently disabled; (iii) has his/her engagement terminated by the AGER Group or any affiliate thereof for reasons other than Cause such that he or she is not engaged by the AGER Group or any affiliate thereof; or (iv) is qualified as a Good Leaver by the board of [AGER / the Company] acting in its entire discretion on a case-by-case basis and without creating any precedent.

"Good Reason" shall mean voluntary resignation by the Manager after any of the following actions are taken by the AGER Group without the Manager's consent: (i) a material reduction of greater than [10%] on the Manager's base salary, or (ii) a material reduction in the Manager's duties or responsibilities in breach of applicable law; provided, however, that none of the events described in the foregoing clauses (i) or (ii) shall constitute good reason unless (A) the Manager has notified the AGER Group in writing describing the events which constitute good reason within forty-five (45) days following the initial existence of the condition, (B) the AGER Group fails to cure such events within sixty (60) days after its receipt of such written notice and (C) the Manager actually terminates his or her engagement with the AGER Group within ninety (90) days following the end of such cure period.

"Cause" shall mean:

(i) the Manager's commission of a criminal offence which can be sanctioned by imprisonment or a wilful and material act of dishonesty;

(ii) failure to devote sufficient time and attention to the performance of the Manager's duties;

(iii) the Manager's dismissal, removal or non-renewal for gross negligence or wilful misconduct;

(iv) the Manager's suspension or other disciplinary action against the Manager by an applicable regulatory authority; or

(v) material breach by the Manager of or failure to perform his/her obligations under any agreement entered into between the Manager and AGER (or any affiliate thereof), and/or any by-laws, policies or procedures of AGER (or any affiliate thereof), or material breach by the Manager of any legal duty to AGER (or any affiliate thereof), or material failure by the Manager to follow the lawful and proper instructions of the board of the Company, another supervisory or management board of AGER (or any affiliate thereof), or any material failure by the Manager to cooperate in any audit or investigation of AGER (or any affiliate thereof), in each case after written notice of the breach or of the failure that has not been remedied within 30 days from the date of receipt of notice by the Manager (to the extent remedy is reasonably possible),

in each case, as determined by the board of [AGER / the Company] in its sole discretion.

Transfers:	No direct or indirect transfers by any Manager permitted, without the consent of the board of [AGER / the Company], excluding customary permitted transfers to privileged relations, family trusts and in the case of corporate entities, to affiliates. Any transferee must enter into a deed of adherence to the SHA (as defined below).
Liquidity:	AGER / the board of the Company will make all decisions concerning the form and timing of liquidity events for the Company.
Tag-Along/ Drag-Along:	Each Manager will be entitled to participate pro rata in any Drag-Along sale or transfer of securities in the Company, on the basis of each Manager's shareholding in the Company (and with any proceeds allocated on the basis of a hypothetical liquidation of Company). Managers will also be entitled to exercise customary Tag-Along rights, provided that a simple majority of Managers have elected to exercise such Tag-Along rights.
Public Sale / Solvent Reorganization:	AGER / the board of the Company may undertake a Public Sale (e.g., initial public offering) or a Solvent Reorganization (e.g., merger, consolidation, recapitalization, transfer of assets or securities, liquidation, exchange of securities, conversion of entity, formation of new entity, etc.) without the consent of any Manager. In such case, each Manager shall be required to cooperate and take all actions reasonably required to effect such a Public Sale or Solvent Reorganization, provided that its respective pro rata equity interests relative to the Company and AGER are not adversely affected and in the case of a Solvent Reorganization, its rights under the equity documents are materially preserved.
Exit:	Each Manager shall fully co-operate with the board of the Company / the AGER Group upon an exit. Each Manager shall take all reasonable actions requested by the board of the Company / the AGER Group in connection with such exit.
Restrictive Covenants:	The Equity Documents (as defined below) will contain certain standard restrictive covenants with respect to the Managers, including non-solicit and confidentiality provisions.
Tax:	Management will acquire their Class B Shares at fair market value, which will be supported by a valuation based on the anticipated economics of the Class B Shares including any relevant 'option value' for UK, German, and any other relevant jurisdiction's tax purposes.

The Managers will be responsible for any taxes (including social security charges) incurred by the Company, their employer company or any other relevant entity in connection with their participation in the Class B Shares (whether the issuance thereof or receipt of proceeds thereon) or otherwise in connection with the Equity Documents (as defined below) and shall enter into a tax indemnity on customary terms to this effect. Management will also be required to enter into customary tax elections in any relevant jurisdiction (including, but not limited to, section 431 elections in the UK) as requested by any relevant company.

The Managers will not be entitled to rely upon any advice or opinions received by the Company or AGER from their tax, financial and legal advisors in connection with the structuring of the MEP. Accordingly, in evaluating the MEP, the Managers should obtain and rely upon the advice of their own independent tax, financial and legal advisors.

Equity Terms:

The terms set out in this Term Sheet will be reflected in a securityholders' agreement (the "SHA") and a related subscription agreement (together with the SHA, the "Equity Documents").

The organizational documents of the Company and its relevant subsidiaries will be "vanilla" in form and will reflect (or will be revised to reflect), to the fullest extent permitted by law, the terms of the SHA. In all events, the SHA will govern in the event of any conflict or inconsistency. Each Manager will agree to take all action in its power and authority to act in accordance with the terms of the SHA so as to ensure that the provisions of the SHA will be given full force and effect, subject to applicable laws.

Transaction Conduct:

Expenses: Save as set out herein, each party shall bear its own fees, costs and expenses in connection with the negotiation of this Term Sheet and the arrangements contemplated herein.

Confidentiality: Each of the Manager, AGER and the Company acknowledges and agrees that this Term Sheet shall be treated as confidential.

Non-binding effect: It is understood that while this Term Sheet constitutes a summary of the current intentions of the parties with respect to the potential investment in the Company, this Term Sheet is not intended to, and does not, (a) constitute a legally binding agreement; or (b) contain all matters upon which agreement must be reached with respect to matters to be included in the SHA.

Governing Law and Jurisdiction Any binding agreement between AGER, the Company and the Manager will be governed by, and construed in accordance with, the laws of England.

THIS TERM SHEET IS FOR DISCUSSION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS PROVIDING SPECIFIC LEGAL OR TAX ADVICE FOR ANY JURISDICTION. THE SUBSCRIPTION TO THE SHARES OF THE COMPANY SHALL TAKE PLACE THROUGH EXECUTION OF A DEED OF SUBSCRIPTION AND ADHERENCE BY THE MANAGERS TO THE SECURITYHOLDERS' AGREEMENT APPLICABLE TO THE COMPANY.

EXHIBIT E

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY ADDITIONAL INVESTORS

[To be provided.]

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY INVESTOR A

We refer to the "AGER Bermuda Holding Ltd. Summary of Terms of Proposed Private Offering And Principal Transaction Documents" posted in the Intralinks data room (the "Data Room") for Project Craft (the "AGER Term Sheet"). This summary of additional terms (this "Term Sheet") is based on the AGER Term Sheet and sets out certain additional terms with respect to a potential investment by the Investor A in AGER Bermuda Holding Ltd. ("AGER"). Capitalized terms used in this Term Sheet shall have the meaning ascribed to them in the AGER Term Sheet, unless otherwise defined herein.

This Term Sheet is intended for discussion purposes only and does not bind Investor A, Athene Holding Ltd. ("AHL"), AGER or any other person in any way. The transaction described in this Term Sheet (the "Proposed Transaction") is subject to signing of the final and binding contracts by the applicable parties thereto.

The existence of and the terms contained in this Term Sheet as well as any discussions regarding the Proposed Transaction are subject to the Confidentiality Agreements entered into between AGER and its Affiliates (as defined therein) and each investor in AGER, including the Investor A, and shall be kept strictly confidential by all parties except to the extent permitted by the Confidentiality Agreements.

The Investor A investment	§ EUR 250 million § Investment shall be made alongside third party investors in Class A common shares. § Voting cap of 9.9% for Class A common shares. § After the expiration of the Commitment Draw Period, Investor A has the right to require AGER to acquire all of Investor A's shares in AGER for a total purchase price of EUR 1.00.
AGER Capital Calls	¤ AGER shall make capital calls as set forth in section 2.12 of the AGER Shareholders Agreement posted in the Data Room
Board representation	§ Investor A shall have the right to nominate one out of the nine members of the AGER Board. § The Investor A representative on the AGER Board shall be an active or retired senior manager of Investor A. § Investor A's nomination right shall remain in place for as long as Investor A holds 7.5% or more of the AGER Equity.

Representation on AGER board committees	¤ The Director nominated by Investor A shall (i) be a member of the Transaction Committee and (ii) have observer status on the Conflicts Committee.
Profits Interest on the Investor A investment	¤ Apollo and/or AHL, as applicable, shall fully waive the Profits Interest with respect to Investor A's investment in AGER, i.e. Investor A will participate in the Profits Interest *pro rata* to its initial investment in AGER Equity.
Profits Interest on third parties' investment	§ In addition to Apollo and/or AHL, as applicable, fully waiving the Profits Interest with respect to Investor A's investment, Apollo shall share with Investor A 12.5% of the remaining Profits Interest on the investment of third parties, i.e. after the make-whole of Apollo, AHL and Investor A. § In calculating the remaining Profits Interest, only the make-whole of Apollo, AHL and Investor A shall be considered and any make-whole granted to other third party investors shall not reduce Investor A's 12.5% share.

Right of first offer for asset management mandates	§ For as long as Investor A holds 7.5% or more of the AGER Equity, and subject to the other limitations set forth below, AGER/AAME shall offer Investor A a right of first offer for all sub-advisory asset management mandates under the IAA with respect to Approved Investment Classes (as defined below) ("Asset Management ROFO"). § An "Approved Investment Class" shall mean investment-grade fixed income securities, asset classes that Apollo, AAM or AAME are not managing and any other asset class that AGER, AAME and Investor A may agree upon from time to time. § Any engagement of Investor A is subject to Investor A providing competitive services and fees. Fees for any engagement must be approved by the Conflicts Committee. § With respect to any asset management mandate to which the Asset Management ROFO applies, and for which Investor A has declined to provide services or is not selected to provide services, Investor A shall have the right to match the terms of the most competitive bidder for up to 50% of such asset management mandate, provided that the assets under management subject to such mandate are not less than EUR 200 million and the selection of Investor A for such asset management mandate shall be subject to the terms of the preceding paragraph. § Best efforts to work with the ALV board to transfer any already existing Investment Grade mandates to an investment manager affiliate of Investor A within 6 months after the effective date of the agreement between AGER/AAME and Investor A. § AGER/AAME shall have the right to withdraw the mandate if Investor A's performance is in the lowest quartile of a peer group (to be further defined) for more than 12 consecutive months and remediation measures did not succeed

Preferred transaction involvement of Investor A	§ AGER, Apollo and Investor A shall enter into an agreement governing the "Preferred Transaction Involvement" of the parties as described below, which will apply for so long as Investor A holds 7.5% or more of the AGER Equity. § Investor A has an interest in the acquisition of property and casualty ("P&C") businesses as well as P&C and life/health distribution, whereas AGER will primarily target life insurance books of businesses. § The Preferred Transaction Involvement shall relate to acquisitions (whether of a company or a block of business) by AGER in the member states of the European Union (excluding the U.K.) and Switzerland (each a "Potential AGER Transaction"). § Regular (at least quarterly) update meetings will be held with Investor A by AGER to share and discuss Potential AGER Acquisition opportunities with Investor A. § AGER shall inform and provide timely details to Investor A of any planned acquisitions that fall within the Preferred Transaction Involvement. § In connection with any Potential AGER Acquisition, AGER will be precluded from partnering with a third party (including any Apollo Fund entity) unless AGER has provided Investor A with the exclusive opportunity to discuss, and to agree on terms for, partnering with AGER on the Potential AGER Acquisition. However, AGER is free to speak to and pursue the Potential AGER Acquisition with a third party (including any Apollo Fund entity) or alone, if a combined approach is not pursued because: (i) Investor A has declined such opportunity affirmatively; or (ii) AGER and Investor A have not agreed on terms for the Potential AGER Acquisition within a reasonable period of time. § In case AGER and Investor A agree to jointly approach a potential M&A target within the scope of the Preferred Transaction Involvement, AGER and Investor A agree to the following procedure: o Both AGER and Investor A shall value separately the part of the target business each party plans to acquire; the sum-of-parts of AGER's valuation and Investor A's valuation will then form the maximum total price to be offered for the target business o Investor A is not obliged to front any transaction for AGER. § The Preferred Transaction Involvement will restrict Apollo from setting up or acquiring any alternative life insurance acquisition vehicle for transacting business in the member states of the European Union (including the U.K.) and Switzerland besides AGER and AHL; provided that Apollo shall remain free to (i) remain invested in Apollo's existing insurance businesses as long as they do not compete with AGER, and (ii) acquire or invest in targets that do not pursue essentially the same business model as AGER by operating predominantly as run-off life and annuity insurance businesses. § In case the combined approach will not be pursued by AGER and Investor A with respect to a Potential AGER Acquisition, both AGER and Investor A are free to speak to other potential partners or to bid alone. § All discussions and negotiations shall be in good faith of a long-term partnership; it is the parties' understanding that the commitments under the Preferred Transaction Involvement shall not be circumvented in any way, for instance by activities of related parties. § Subject to the restrictions above, the Preferred Transaction Involvement will not limit or otherwise apply to Apollo. § Investor A shall be under no obligation to share, comment on, or provide any details regarding, any planned or potential acquisition or disposal by Investor A. Investor A shall at all times remain free to acquire or dispose of any company without having to inform AGER or Apollo. However, in the good faith of a long-term partnership, Investor A will, at its own full discretion, reach out to AGER in case they intend to sell a company or block of business that may be of interest for AGER to acquire.

Right of first offer for mortality risk	§ For as long as Investor A holds 7.5% or more of the AGER Equity, AGER shall offer Investor A a right of first offer for at least 40% of any mortality risk that AGER chooses to sell or reinsure to a third-party ("Mortality ROFO") with the understanding that AGER will offer an equivalent right of first offer for the other 60% of any mortality risk to Investor B. § If Investor B declines the offered mortality risk, the Mortality ROFO for Investor A shall extend to 100% of AGER's mortality risk to be sold or reinsured. § With respect to any mortality risk to which the Mortality ROFO applies, and which Investor A has declined to acquire or reinsure or which Investor A is not selected to acquire or reinsure, Investor A shall have the right to match the terms of the most competitive bidder for up to 50% of the mortality risk to which the Mortality ROFO applied (i.e. 50% of 40% = 20%, or 50% of 100%, as the case may be).
Exchange of knowledge	¤ As part of a long-term partnership, AGER and Investor A will cooperate closely by exchanging knowledge and ideas on life back-book management and identifying further areas of collaboration.
Exclusivity	§ AGER will not place more than 1% of the AGER Equity to any insurance company, other than Investor A, Investor B and AHL without prior alignment with Investor A. § The Asset Management ROFO and the Preferred Transaction Involvement are granted exclusively to Investor A.

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY INVESTOR B

We refer to the "AGER Bermuda Holding Ltd. Summary of Terms of Proposed Private Offering And Principal Transaction Documents" posted in the Intralinks data room for Project Craft (the "AGER Term Sheet"). This summary of additional terms (this "Term Sheet") is based on the AGER Term Sheet and sets out certain additional terms with respect to a potential investment by Investor B in AGER Bermuda Holding Ltd. ("AGER"). Capitalized terms used in this Term Sheet shall have the meaning ascribed to them in the AGER Term Sheet, unless otherwise defined herein.

This Term Sheet is intended for discussion purposes only and does not bind Investor B, Athene Holding Ltd. ("AHL"), AGER or any other person in any way. The transaction described in this Term Sheet (the "Proposed Transaction") is subject to signing of the final and binding contracts by the applicable parties thereto.

The existence of and the terms contained in this Term Sheet as well as any discussions regarding the Proposed Transaction are subject to the Confidentiality Agreements entered into between AGER and its Affiliates (as defined therein) and each investor in AGER, including Investor B, shall be kept strictly confidential by all parties except to the extent permitted by the Confidentiality Agreements.

Investor B investment	§ EUR 75 million § Investment shall be made alongside third party investors in Class A common shares. § Voting cap of 9.9% for Class A common shares.
Right of first offer for mortality risk	§ For as long as Investor B holds 1.5% or more of the AGER Equity, AGER shall offer Investor B a right of first offer for at least 60% of any mortality risk that AGER chooses to sell or reinsure to a third-party ("Mortality ROFO") with the understanding that AGER will offer an equivalent right of first offer for the other 40% of any mortality risk to Investor A. § If Investor A declines the offered mortality risk, the Mortality ROFO for Investor B shall extend to 100% of AGER's mortality risk to be sold or reinsured.
Exchange of knowledge	¤ As part of a long-term partnership, AGER, AHL and Investor B will cooperate closely by exchanging knowledge and ideas on life back-book management and identifying further areas of collaboration.

EXHIBIT F
FEE AGREEMENT

See attached.

EXHIBIT G

AMENDED AND RESTATED SERVICES AGREEMENT

See attached.

Investor Disclosures

Name of Subscriber (Please print or type full legal name - do not abbreviate or use all caps):	Apollo Principal Holdings IX, L.P.
Entity Type (as applicable):	Exempted limited partnership
Jurisdiction of organization of Subscriber:	Cayman Islands
Address:	9 West 57th Street New York, New York 10019
Telephone:	(212) 515-3237 or (212) 822-0530
Facsimile:	N/A
Email:	jsuydam@apollolp.com; bkuesel@apollolp.com
Apollo Global Management, LLC:[1]	Not applicable
AP Alternative Assets, L.P.:[1]	Not applicable
Athene Holding Ltd.:[1]	Not applicable

[1] Please describe any direct or indirect ownership in detail. If there is no direct or indirect ownership, please write "None."

Total Commitment:	EUR 125,000,000 plus the aggregate Fair Market Value of all of the Apollo Class C-1 Shares as of the Closing Date
Total B-1 Commitment:	EUR 125,000,000
Total Shares:	12,500,000 Class B-1 common shares and All of the Apollo Class C-1 Shares2
Initial Shares:	One (1) Class B-1 common share and All of the Apollo Class C-1 Shares2
Future Shares:	12,499,000 Class B-1 common shares

[2] A number of Class C-1 common shares equal to: 10,000 minus (i) the number of Class C-1 common shares subscribed for by Athene Holding Ltd. minus (ii) any Class C-1 shares to be purchased by Investor A in accordance with the terms of Exhibit E (the "Apollo Class C-1 Shares").

Schedule 4.3(a)(i)

Subsidiaries

Subsidiary	**Jurisdiction of Organization**	**Percentage of Equity Interests Owned**
Athene Deutschland Verwaltungs GmbH	Germany	100% of shares held by the Company
Athene Deutschland Holding GmbH & Co. KG	Germany	100% of limited partnership interest held by the Company (Athene Deutschland Verwaltungs GmbH is the general partner)
Athene Deutschland GmbH	Germany	100% of shares held by Athene Deutschland Holding GmbH & Co. KG
Athene Lebensversicherung AG	Germany	100% of common stock owned by Athene Deutschland GmbH
Athene Pensionskasse AG	Germany	100% of common stock owned by Athene Deutschland GmbH
Athene Deutschland Anlagemanagement GmbH	Germany	100% of shares held by Athene Deutschland GmbH
Athene Real Estate Management Company S.à r.l.	Luxembourg	93.6% of shares held by Athene Deutschland GmbH 5.6% of shares held by Delta Lloyd N.V. 0.8% of shares held by Athene Deutschland Holding GmbH & Co. KG
Elementae S.A.	Luxembourg	100% of common stock owned by Athene Real Estate Management Company S.à r.l.

Subsidiaries

Athene Real Estate Management Company S.à r.l. – see Schedule 4.3(a)(i).

Schedule 4.3(c)

Subsidiaries

Athene Real Estate Management Company S.à r.l. Shareholders Agreement.

Domination Agreement, by and between Athene Lebensversicherung AG ("ALV") and Athene Deutschland GmbH ("AD GmbH"), dated October 1, 2015.

Profit and Loss Transfer Agreement, by and between ALV and AD GmbH, dated July 19, 2016.

Domination Agreement, by and between Athene Pensionskasse AG ("APK") and AD GmbH, dated October 1, 2015.

Profit and Loss Transfer Agreement, by and between APK and AD GmbH, dated July 19, 2016.

Domination and Profit and Loss Transfer Agreement, by and between Athene Deutschland Anlagemanagement GmbH ("ADAG") and AD GmbH, dated November 27, 2012.

Consents

Each investor who subscribes, directly or indirectly, for 10% of more of the Shares available in the Private Placement is required to file a change of control notification with BaFin and the BMA.

Related Party Insurance

None.

Exhibit 10.2

EXECUTION COPY

SUBSCRIPTION AGREEMENT

BY AND BETWEEN

AGER BERMUDA HOLDING LTD.

AND

PALMETTO ATHENE HOLDINGS (CAYMAN), L.P.

DATED AS OF APRIL 14, 2017

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SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into this 14th day of April, 2017, by and between AGER BERMUDA HOLDING LTD., a Bermuda exempted company limited by shares (the "Company"), and PALMETTO ATHENE HOLDINGS (CAYMAN), L.P. (the "Investor").

WITNESSETH:

WHEREAS, the Board of Directors of the Company (the "Board") has approved the sale and issuance of certain Class A common shares, Class B-1 common shares, Class B-2 common shares and Class C-1 common shares (collectively, the "Shares") in connection with the Company's private offering of Shares to certain investors (the "Private Placement");

WHEREAS, pursuant to this Agreement, the Investor will irrevocably subscribe for the number of Class A common shares set forth on Schedule A opposite the heading "Total Shares" (the "Total Shares");

WHEREAS, at the Closing (as defined below), the Investor will purchase from the Company, on the terms and conditions set forth in this Agreement, the number of Shares set forth on Schedule A opposite the heading "Initial Shares" (the "Initial Share");

WHEREAS, pursuant to such subscription, the Investor has agreed to purchase, from time to time thereafter (at the same purchase price per share and subject to the other terms and conditions hereof) pursuant to a Call Notice (as defined below), the number of Shares set forth on Schedule A opposite the heading "Future Shares" (the "Future Shares");

WHEREAS, in connection with the execution and delivery of this Agreement, the Investor will execute and deliver the Shareholders Agreement (as defined below) at the Closing; and

WHEREAS, the Company intends to (i) adopt and implement a management incentive plan to incentivize existing and future management of the Company and its Subsidiaries (as defined below) on terms substantially consistent with the terms set forth on Exhibit D ("Management Incentive Plan") and (ii) enter into subscription agreements, side letters and other agreements with to up to two (2) investors ("Additional Investors") that will execute a subscription agreement and subscribe for Shares as part of the Private Placement, on terms substantially consistent with the terms set forth on Exhibit E.

NOW, THEREFORE, for and in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, the parties agree as follows:

ARTICLE I
SUBSCRIPTION; PURCHASE PRICE FOR SHARES

Section 1.1 Subscription. The Investor hereby irrevocably subscribes for, and agrees to purchase as provided herein, the Total Shares, subject to the terms and conditions set forth in this Agreement (the "Subscription").

Section 1.2 Acceptance / Rejection of Subscription. Acceptance of the Subscription shall be evidenced by the execution of this Agreement by the Company. The Investor hereby acknowledges and agrees that the Company reserves the right to reject the Subscription evidenced by this Agreement in whole or in part for any reason whatsoever prior to the Subscription Closing. In the event that the Subscription is rejected by the Company, the Subscription shall become null and void and the Investor shall have no further obligations to the Company, other than the obligations of confidentiality as set forth herein. Until a duly executed copy of this Agreement is delivered by the Company to the Investor, the Investor shall have no obligations under this Agreement. The date on which the Company executes and delivers this Agreement to the Investor shall be referred to herein as the "Subscription Closing."

Section 1.3 Purchase Price for Shares; Payment for Shares.

(a) The purchase price for each Share to be purchased by the Investor pursuant to the terms hereof shall be equal to EUR 10.00 per share (the "Purchase Price").

(b) Payment for the Future Shares purchased by the Investor shall be made via Capital Call (as defined below) from time to time during the Commitment Period (as defined below), as shall be set forth in each Call Notice delivered by the Company to the Investor in accordance with the terms of this Agreement, which together with the payment for the Initial Share shall not exceed the Total Commitment (as defined below).

(c) The Investor shall make any payment for the purchase of Shares required under the terms of this Agreement by wire transfer to a bank account designated by the Company in writing to the Investor prior to the time such payment is due or by such other payment method as is mutually agreed to by the Investor and the Company.

ARTICLE II
CLOSING; COMPANY AGREEMENTS

Section 2.1 Closing.

(a) Subject to the notice requirement set forth in Section 2.1(c), the purchase and sale of the Initial Share shall take place on any business day designated by the Company as the Closing Date (as defined below) (the "Closing"), which Closing shall occur within ninety (90) calendar days following the later to occur of (i) the expiry of the waiting period of the German shareholder control procedure with the German Federal Financial Supervisory Authority (BaFin) with respect to all applicable investors in the Company and (ii) the receipt of regulatory approval from the Bermuda Monetary Authority (BMA) (collectively, the "Required Regulatory Approvals"), for the transactions contemplated by the Private Placement, at the offices of Conyers Dill & Pearman, Clarendon House, 2 Church Street, PO Box HM 666 Hamilton HM CX Bermuda, or such other

place as the Investor and the Company may mutually agree. The Company and the Investor shall use their commercially reasonable efforts to take all actions, including executing and delivering any additional instruments, agreements or documents, that are determined to be necessary, reasonably requested, advisable or desired to make each required regulatory filing and seek each Required Regulatory Approval as promptly as possible to effect the Closing.

(b) At the Closing and on the terms and subject to the conditions set forth in this Agreement, the Company shall issue and sell to the Investor in consideration of a payment equal to EUR 10.00, and the Investor shall pay such amount to the Company and shall purchase from the Company, the Initial Share.

(c) The Company shall provide notice of the Closing to the Investor no less than fifteen (15) business days prior to the Closing Date.

Section 2.2 Deliveries by the Company. Subject to the terms and conditions hereof, at the Closing, the Company will deliver the following to the Investor:

(a) Evidence of the due and valid registration of the Initial Share in the name of the Investor on the Register of Shareholders (as defined in the Second Amended and Restated Bye-laws of the Company substantially in the form attached hereto as Exhibit A (as may be revised pursuant to Section 2.5 below and as amended, restated, supplemented or modified from time to time, the "Bye-laws")) (or other applicable books and records of the Company);

(b) Evidence in respect of the authorization of the transactions contemplated by this Agreement;

(c) A certificate dated as of the date of the Closing (the "Closing Date") and signed by an authorized officer of the Company, certifying: (i) that the Organizational Documents (as defined in the Shareholders Agreement, effective as of the Closing Date, a copy of which is attached hereto as Exhibit B (as may be revised pursuant to Section 2.5 below and as such agreement may be amended, supplemented or modified from time to time, the "Shareholders Agreement")) of the Company (copies of which shall be attached to the certificate) are all true, complete and correct in all respects and remain unamended and in full force and effect; (ii) that the resolutions of the Board (copies of which shall be attached to the certificate) authorizing the execution and delivery by the Company of this Agreement and the performance by the Company of the transactions contemplated hereby have been approved and adopted and such resolutions remain in full force and effect; (iii) that the Company is in good standing in Bermuda and attaching to the certificate a copy of a certification of such good standing, or equivalent, which shall not be dated more than thirty (30) days prior to the Closing; and (iv) as to the incumbency of those officers of the Company executing this Agreement;

(d) A copy of the Shareholders Agreement, duly executed by the Company, together with confirmation that the Shareholders Agreement has been executed by all of the other shareholders of the Company; and

(e) All other documents, instruments and writings reasonably required to be delivered to the Investor by the Company at or prior to the Closing pursuant to this Agreement.

Section 2.3 Deliveries by the Investor. Subject to the terms and conditions hereof, at the Closing, the Investor will deliver the following to the Company, which shall be a condition to the Investor receiving the Initial Share:

(a) The payment for the Initial Share payable by the Investor in accordance with Section 2.1(b) of this Agreement;

(b) A copy of the Shareholders Agreement, duly executed by the Investor and providing that the Investor shall be an "Other Shareholder" (as defined in the Shareholders Agreement) thereunder;

(c) The duly executed consent of the Investor, consenting to the slate of director nominees to the Board recommended by the current Board or notifying the Company that such Investor intends to nominate its own slate of director nominees to the Board in a special election provided for under the Bye-laws that was provided to the Company at the time of execution of this Agreement; and

(d) All other documents, instruments and writings reasonably required to be delivered to the Company by the Investor at or prior to the Closing pursuant to this Agreement.

For purposes of Section 2.3(b), the Investor hereby (i) acknowledges that it has delivered to the Company a signature page to the Shareholders Agreement that has been duly executed by the Investor and (ii) irrevocably authorizes the Company, at its sole election, to append such signature page to the Shareholders Agreement, in substantially the form of Exhibit B, at the Closing (and the Investor agrees that upon such signature page being so appended, the Shareholders Agreement will be deemed to have been duly executed and delivered by the Investor).

Section 2.4 Fractional Shares. To the extent that any fractional Shares are issuable pursuant to this Agreement, each such fractional Share shall be rounded to the nearest hundredth of a Share.

Section 2.5 Company Agreements. The Investor hereby agrees and acknowledges that (i) the Company may enter into a Management Incentive Plan on terms substantially consistent with the terms set forth on Exhibit D after the Subscription Closing and before the Closing, (ii) the Company may enter into subscription agreements and related side letter agreements as part of the Private Placement after the Subscription Closing and before the Closing, with up to two (2) Additional Investors on terms substantially consistent with the terms set forth on Exhibit E, and (iii) the forms of the Shareholders Agreement and the Bye-laws may be revised to reflect such Management Incentive Plan, and any such subscription by an Additional Investor, as the Company deems appropriate consistent with Exhibits D and E, as applicable; provided, however, that, other than as set forth on Exhibit E, any such Additional Investor shall subscribe for Class A Shares on terms substantially similar to the terms agreed to by the Investor and, in any case, each such Additional Investor (x) shall acquire its initial Share at the Closing, (y) shall have a commitment period equal to the Commitment Period and (z) shall subscribe for Shares at a purchase price of EUR 10.00 per Share.

ARTICLE III
FINANCIAL COMMITMENT; STATUS OF SHARES

Section 3.1 Agreement to Purchase Shares.

(a) Subject to the terms, limitations and conditions of this Agreement, the Investor hereby commits to purchase an aggregate number of Shares equal to the number set forth on Schedule A opposite the heading "Total Shares" at the Purchase Price, by payment for the Initial Share at the Closing plus such Capital Call amounts specified by the Company from time to time pursuant to Call Notices during the Commitment Period in respect of Future Shares; provided, that in no event shall the aggregate Purchase Price payable for the Total Shares to be purchased by the Investor exceed the amount set forth on Schedule A opposite the heading "Total Commitment" (such amount, the Investor's "Total Commitment"). The "Remaining Commitment" means, at any time, an amount equal to the Investor's Total Commitment at such time reduced by the sum of: (i) the payment for the Initial Share paid by the Investor and (ii) the amount of the aggregate Purchase Price paid by the Investor in relation to the Capital Calls delivered by the Company to the Investor pursuant to and subject to the terms of this Section 3.1. During the Commitment Period, upon fifteen (15) business days' prior written notice from the Company, substantially in the form of Exhibit C attached hereto (each, a "Call Notice"), delivered after approval of the Board or the executive committee of the Board (the "Executive Committee") for such Capital Call has been obtained (unless the Investor has waived such fifteen (15) business-day period in writing or by funding such Capital Call as set forth in the Call Notice), the Company may require (subject, in each case, to the terms, limitations and conditions of this Agreement and the Shareholders Agreement) the Investor to fund all or part of its Remaining Commitment as specified in such Call Notice (each, a "Capital Call"). The amount called from the Investor pursuant to a Capital Call may not exceed the Investor's Remaining Commitment as of the date of the Call Notice to which such Capital Call relates, and in no event shall the Investor's aggregate Purchase Price paid for the Shares exceed the Investor's Total Commitment. For purposes of this Agreement, "business day" shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York or Bermuda are authorized or required by law to close.

(b) All Capital Calls shall be approved by a majority of the Executive Committee or the Board present at any duly convened meeting (or by a written consent signed by all of the members of the Executive Committee or the Board). The Company shall use its commercially reasonable efforts to manage the number of Capital Calls from the Investor in such a manner so that no more than three (3) Capital Calls are made during a particular calendar quarter; provided, however, that notwithstanding such efforts, Capital Calls may occur as often as the Company deems necessary but shall be made only during the Commitment Period. All Capital Calls shall be made on a proportionate basis to all persons with outstanding capital commitments to the Company on the basis of all such remaining capital commitments; provided, that the Company may issue Capital Calls on a non-proportionate basis with respect to (i) any call for capital contributions made by the Company to any directors, officers or employees of the Company, Athene Holding Ltd., Apollo Global Management, LLC or Apollo Asset Management Europe LLP, or of any Subsidiary of any of the foregoing, pursuant to any Management Incentive Plan (as defined in the Shareholders Agreement) and (ii) Capital Calls in an aggregate amount per annum not to exceed 1% of the total remaining capital commitments of all such persons identified in clause (i). In addition, Capital

Calls shall not be issued to Athene Holding Ltd. until such time as Athene Holding Ltd. would not own more Shares than its pro rata interest based on the amount of the total commitment of all investors, including Athene Holding Ltd.

(c) Each Capital Call for funding shall be accompanied by a Call Notice and shall specify in reasonable detail the purpose of the capital contributions to which such Capital Call relates and shall specify the number of Shares to be acquired by the Investor. The Investor shall not have the right to decline to purchase the Shares described in such Capital Call if such Capital Call has been made in accordance with this Agreement, except as provided in Section 3.5 hereof; provided, however, that the requirements of Section 3.1(f) are satisfied on the applicable Contribution Date.

(d) Each Call Notice shall set forth the date on which the purchase and sale of Shares shall take place pursuant to such Capital Call (the "Contribution Date"), which date shall be no earlier than the fifteenth (15^{th}) business day following the date of the Call Notice (unless the Investor has waived such fifteen (15) business-day period in writing or by funding such Capital Call as set forth in the Call Notice).

(e) If requested to do so prior to the designated Contribution Date with respect to a Capital Call, the Company shall delay the Contribution Date with respect to the Investor until the expiration or termination of governmentally imposed waiting periods and the obtaining of governmental approvals, if any, to allow the Company to make one or more required governmental filings or obtain one or more required governmental approvals and to allow the Investor that reasonably believes, based on the advice of counsel, that the Investor must make or obtain any such filings or approvals, to make and obtain such filings and approvals, in connection with such Capital Call (provided, that the Investor and the Company shall use their commercially reasonable efforts to take such actions, including executing and delivering such additional instruments, agreements or documents, that are determined to be necessary, reasonably requested, advisable or desired to make each such required governmental filing and seek each such required governmental approval as promptly as possible).

(f) On each Contribution Date and subject to the provisions of Section 3.1(a), (i) the Investor shall acquire the number of Shares specified in the Call Notice and shall make payment therefor by wire transfer to a bank account designated by the Company or by such other payments as is mutually agreed to by the Investor and the Company and (ii) the Company shall update the Register of Shareholders to reflect such purchase of such Shares and, solely upon the written request of the Investor, the Company will deliver to the Investor a certificate representing the Shares that the Investor is purchasing, or has purchased, pursuant to such Capital Call.

(g) Subject to Section 9.3 hereof, the Investor shall have the right to transfer its Shares and its Remaining Commitment solely in accordance with the Shareholders Agreement. For the avoidance of doubt, the Investor, as applicable, shall have the right to transfer its Total Commitment for estate planning purposes to any corporation, limited liability company, limited partnership or trust created for the benefit of the Investor or one or more of the Investor's parents, spouse, siblings or descendants; provided, that the Investor must retain exclusive voting control over the transferred Total Commitment. Such a transfer shall be a "Permitted Transfer" as defined in the Shareholders Agreement. If the Investor transfers its Total Commitment in the manner described above prior to

the delivery of the initial Call Notice to such Investor, the Company shall deliver the initial Call Notice to the transferee of such Investor in the manner described in Section 3.1(a).

(h) Notwithstanding anything to the contrary contained herein, the Company shall have the sole discretion and authority to take all actions necessary or required to reduce the Investor's Total Commitment to the extent such Total Commitment would create any adverse regulatory or tax consequences, including not receiving the Required Regulatory Approvals, for the Company or any shareholder or potential shareholder of the Company.

Section 3.2 Commitment Period. The "Commitment Period" shall mean the time period commencing on the Closing and continuing until the earlier of (i) the date on which the Remaining Commitment of the Investor is zero and (ii) the date that is the five (5) year anniversary of the Subscription Closing.

Section 3.3 Repurchase of Shares. To the extent that (i) the Company does not make any draws on capital during the Commitment Period, other than in connection with the purchase of the Initial Share or (ii) this Agreement is terminated pursuant to Section 8.1(b) (each a "Subscription Termination"), the Company shall, within fifteen (15) business days after the occurrence of a Subscription Termination, repurchase all of the Investor's Shares. The Company shall repurchase, and the Investor agrees to sell, the Shares in exchange for a payment to the Investor in an amount equal to (i) the amount paid for the Initial Share, plus (ii) interest on such amount, determined from the Closing Date to the date of repurchase, at a rate equal to the three-month London InterBank Offered Rate (LIBOR), determined as of the Closing Date and reset each three-month period thereafter, as reported in The Wall Street Journal or any successor selected by the Company.

Section 3.4 No Commitment for Additional Financing. The Company acknowledges and agrees that the Investor has not made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than the Total Commitment as set forth in this Agreement and subject to all terms and conditions set forth herein. In addition, the Company acknowledges and agrees that (a) no statements, whether written or oral, made by the Investor or its representatives before, on or after the date hereof shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (b) the Company shall not rely on any such statement by the Investor or its representatives and (c) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by the Investor and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. The Investor shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company (other than with respect to the Total Commitment as set forth in this Agreement), and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance (other than with respect to the Total Commitment as set forth in this Agreement).

Section 3.5 Default by Investor.

(a) An "Investor Event of Default" shall be deemed to have occurred if (i) the Investor or any of its permitted assigns (such Person, a "Defaulting Investor") fails or refuses to make payment on the Contribution Date in respect of its complete portion of any Capital Call validly made, and (ii) such default has continued in whole or in part for not less than ten (10) business days after the receipt of written notice by the Defaulting Investor from the Company that a period of at least five (5) business days has elapsed since the Contribution Date and the Defaulting Investor has, as of the date of such notice, failed to fund its portion of such duly and validly authorized Capital Call.

(b) Upon an Investor Event of Default, the Company may, at its option, undertake any of the following: (i) institute suit against the Defaulting Investor for the Defaulting Investor's defaulted portion of the Capital Call precipitating such Investor Event of Default, as well as (A) interest on past due amounts at a rate equal to the lesser of (I) the maximum amount permitted by applicable law and (II) the Prime Rate (as determined by JP Morgan Chase Bank in New York, New York or any successor thereto) plus two percent (2%) per annum, until the defaulted portion of the Capital Call is received by the Company and (B) reasonable costs and expenses of the Company in connection with such Investor Event of Default, (ii) automatically remove and terminate, without the consent of the Defaulting Investor, the Defaulting Investor's Preemptive Rights (if any), under Section 2.4 of the Shareholders Agreement and/or (iii) require the Investor to forfeit a fraction of its funded interest in the Company equal to the lesser of (A) all Shares previously acquired by such Defaulting Investor under this Agreement and (B) one-third of such Defaulting Investor's Total Shares (the "Defaulted Shares"). In addition, the Company may pursue any other rights and remedies available to the Company at law or equity. The Company shall use its commercially reasonable efforts to implement clause (iii) of this Section 3.5(b) in a manner so as to avoid causing a non-exempt "prohibited transaction" as defined in Section 406 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or applicable state law.

(c) Upon an Investor Event of Default, the Company shall have the right to determine, in its sole discretion, whether a Defaulting Investor shall be entitled to make any further contributions of capital to the Company; provided that such Defaulting Investor shall remain fully liable to the Company to the extent of its Total Commitment.

(d) The Company may offer one or more other Shareholders (as defined in the Bye-laws) the option of purchasing all or a portion of any Defaulted Shares.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants as of the date hereof to the Investor that:

Section 4.1 Organization; Good Standing; Qualification. The Company is a Bermuda exempted company limited by shares duly organized, validly existing and in good standing under the laws of Bermuda and has all requisite corporate power and corporate authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in

which the nature of the business transacted by it or the character of the properties owned or leased by it requires such qualification, except for those jurisdictions where the failure to be so licensed, qualified or in good standing would not have a material adverse effect on the business, prospects, condition (financial or otherwise), affairs, properties, assets, liabilities or operations of the Company and the Company Subsidiaries (as defined below), taken as a whole (a "Material Adverse Effect").

Section 4.2 Capitalization and Voting Rights.

(a) The authorized share capital of the Company is, and immediately prior to the Subscription Closing will be, US $10,000.00, divided into shares of US $0.001 par value, of which 100 shares are, and immediately prior to the Subscription Closing will be, issued and outstanding (the "Outstanding Shares").

(b) The Outstanding Shares have been duly authorized and validly issued, and were issued pursuant to valid exemptions from the registration or qualification requirements of the Securities Act of 1933, as amended (the "Securities Act"), and any relevant state securities laws. The Outstanding Shares are fully paid and non-assessable.

(c) Except as contemplated by this Agreement, those certain subscription agreements to be entered into in connection with the Private Placement (the "New Subscription Agreements"), any Management Incentive Plan and the Shareholders Agreement, there is not outstanding any option, warrant, profits interest, right (contingent or other, including conversion, exchange, participation, right of first refusal, co-sale or preemptive rights) or agreement for the purchase or acquisition from the Company of any shares of its capital stock or any options, warrants, profits interest or rights convertible into or exchangeable for any thereof. Except as contemplated by this Agreement, the Shareholders Agreement, the New Subscription Agreements and any Management Incentive Plan, there is no commitment by the Company to issue shares, subscriptions, warrants, options, profits interest, convertible or exchangeable securities or other such rights or to distribute to holders of its equity securities any evidence of indebtedness or asset. Except as contemplated by this Agreement, the Bye-laws, the Shareholders Agreement, a voting agreement among Apollo Global Management, LLC or an investment vehicle managed by Apollo Global Management, LLC or one of its Subsidiaries and Athene Holding Ltd. or one of its Subsidiaries relating to voting of Class B common shares in director elections and any Management Incentive Plan: (i) the Company is not a party or subject to any agreement or understanding, and, to the Company's knowledge, there is no agreement or understanding between or among any holders of the Company's capital stock relating to the acquisition, disposition or voting or giving of written consents with respect to any security of, or matter relating to, the Company or any Company Subsidiary, other than the New Subscription Agreements, (ii) the Company has no obligation (contingent or otherwise) to purchase, redeem or otherwise acquire any shares of its capital stock or other securities or any interest therein or to pay any dividend or make any other distribution in respect thereof, other than pursuant to the New Subscription Agreements, (iii) there are no restrictions on the transfer of the Company's capital stock other than those arising from securities, insurance regulatory and other laws and regulations and (iv) no Person is entitled to (A) any preemptive or similar right with respect to the issuance of any capital stock or other securities of the Company or (B) any rights with respect to the registration of any capital stock or other securities of the Company under the Securities Act.

(d) The rights and preferences of the Class A, Class B-1, Class B-2 and Class C-1 common shares immediately following the Closing are as set forth in the Bye-laws.

Section 4.3 Subsidiaries.

(a) Set forth on Schedule 4.3(a)(i) hereto is a list of all of the Company's direct and indirect Subsidiaries (each, a "Company Subsidiary" and collectively, the "Company Subsidiaries"), including each Company Subsidiary's jurisdiction of incorporation, formation or organization. Each Company Subsidiary is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, formation or organization and has all requisite power and authority to carry on its business as now conducted and as presently proposed to be conducted. Each Company Subsidiary is duly licensed or qualified to transact business and is in good standing (to the extent such concept applies in the applicable jurisdiction) in each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such licensing or qualification, except for those jurisdictions where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect. Except as set forth on Schedule 4.3(a)(ii), the Company owns, directly or indirectly, all outstanding equity interests of each Company Subsidiary.

(b) For purposes of this Agreement, a "Subsidiary" means, with respect to any given Person, any other Person in which the first Person directly or indirectly owns or controls the majority of the equity securities or voting securities able to elect the board of directors or comparable governing body. For purposes of this Agreement, "Person" shall be construed in the broadest sense and means and includes a natural person, a company, an enterprise, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization, a Gesellschaft mit beschränkter Haftung (GmbH), an Aktiengesellschaft (AG), a Kommanditgesellschaft (KG), a Gesellschaft mit beschränkter Haftung & Co. Kommanditgesellschaft (GmbH & Co. KG), a Societas Europaea (SE) and any other entity and any federal, state, municipal, foreign or other government, governmental department, commission, board, bureau, agency or instrumentality, or any private or public court or tribunal.

(c) There is not outstanding any option, warrant, right (contingent or other, including conversion, exchange, participation, right of first refusal, profits interest, co-sale or preemptive rights) or agreement for the purchase or acquisition from any Company Subsidiary of any shares of its capital stock or membership interests or any options, warrants or rights convertible into or exchangeable for any thereof. There is no commitment by any Company Subsidiary to issue shares, membership interests, subscriptions, warrants, options, convertible or exchangeable securities or other such rights or to distribute to holders of its equity securities any evidence of indebtedness or asset. Except as set forth on Schedule 4.3(c) hereto, no Company Subsidiary (i) is a party or subject to any agreement or understanding relating to the acquisition, disposition or voting or giving of written consents with respect to any security of, or matter relating to, a Company Subsidiary; (ii) has any obligation (contingent or otherwise) to purchase, redeem or otherwise acquire any shares of its capital stock, membership interests or other securities or any interest therein or to pay any dividend or make any other distribution in respect thereof and (iii) has any restrictions on the transfer of its capital stock or membership interests other than those arising from securities, insurance regulatory and other laws and regulations. No Person is entitled to (x) any preemptive or similar

right with respect to the issuance of any capital stock, membership interest or other securities of any Company Subsidiary or (y) any rights with respect to the registration of any capital stock, membership interest or other securities of any Company Subsidiary under the Securities Act.

Section 4.4 Authorization. The Company has all requisite corporate power and authority to execute and deliver this Agreement and the agreements contemplated herein to which it is a party, and to issue and sell the Shares, and to carry out the provisions of this Agreement and the other agreements contemplated herein to which it is a party. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement and the agreements contemplated herein, and the performance of all obligations of the Company hereunder and thereunder as of the date hereof and the authorization, issuance, sale, and delivery of the Shares in accordance with this Agreement has been taken. This Agreement has been duly and validly executed and delivered by the Company and constitutes, assuming this Agreement has been duly authorized, executed and delivered by the Investor, a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 4.5 Valid Issuance of Shares. The Shares that are being purchased by the Investor hereunder, when issued, sold, and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable, and will be free of all restrictions imposed by or through the Company other than restrictions as set forth in the Bye-laws, this Agreement or the Shareholders Agreement and under applicable securities, insurance regulatory and other laws and regulations.

Section 4.6 Offering. Based in part on the accuracy of the Investor's representations and warranties set forth in this Agreement, the offer, sale and issuance of the Shares as contemplated by this Agreement are exempt from the registration requirements of the Securities Act, and will be issued in compliance with all applicable federal and state securities and blue sky laws. Neither the Company nor anyone acting on its behalf will take any action hereafter that would cause the loss of such exemption. The issuance of Shares to the Investor will not be integrated with any other issuance of the Company's securities (past, current or future) for purposes of any shareholder approval provisions applicable to the Company or its securities.

Section 4.7 Consents. Except as set forth in Schedule 4.7, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority or any Person or entity is required on the part of the Company in connection with the execution, delivery and performance by the Company of this Agreement and issuance, sale and delivery of the Shares, except such filings as have been or will be made prior to the Closing Date, except any notices of sale required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act, or such other filings as may be required under applicable state securities laws, all of which will be timely filed within the applicable periods therefor.

Section 4.8 Compliance With Other Instruments. The Company is not in violation, breach or default of (and to its knowledge, no other Person or entity is in violation, breach or default of) (a) any provision of its Organizational Documents, (b) any provision of any mortgage, indenture, contract, lease, agreement or instrument to which it is a party or by which it is bound, or (c) any judgment, decree, order, writ, Bermudian, European, United States federal or state statute, rule or regulation, license or permit of any governmental authority applicable to it except for such violations, breaches or defaults that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The execution, delivery and performance by the Company of this Agreement and the agreements and transactions contemplated hereby will not (x) conflict with or result in, with or without the passage of time or giving of notice or both, any breach, default or loss of rights under, acceleration of, or give rise to any right of termination, rescission, acceleration or modification, under any such provision, mortgage, indenture, contract, lease, agreement, instrument, judgment, decree, order or writ or (y) result in the creation of any mortgages, pledges, security interests, liens, charges, claims, restrictions, easements or other encumbrances of any nature ("Liens") upon any of the properties or assets of the Company except, in the case of any date subsequent to the date hereof, for such conflicts, breaches, defaults, loss of contractual benefits, rights or Liens that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The Company does not have any knowledge of any termination or material breach or anticipated termination or material breach by any other party to any material contract to which it is a party or to which any of its assets is subject for which such termination or breach would result in a Material Adverse Effect. The Company's execution and delivery of this Agreement and its performance of the transactions and agreements contemplated hereby will not violate any instrument, agreement, judgment, decree, order, statute, rule or regulation of any governmental authority applicable to the Company except, in the case of any date subsequent to the date hereof, for such violations that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 4.9 Compliance With Laws. The Company and each Company Subsidiary has all franchises, permits, licenses and other rights and privileges from governmental authorities necessary to permit it to own its property and to conduct its business as it is presently conducted, except for such franchises, permits, licenses or other rights and privileges the failure to obtain or make any or all of which would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary currently has any reason to believe that it will be unable to obtain all franchises, permits, licenses and other rights and privileges from governmental authorities necessary to permit it to conduct its business as it is currently contemplated to be conducted or presently proposed to be conducted, except for such franchises, permits, licenses or other rights and privileges the failure to obtain or make any or all of which would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary is in violation of any law, regulation, authorization or order of any public authority relevant to the ownership of its properties or the carrying on of its business as it is presently conducted and as contemplated to be conducted, except for such violation which would not reasonably be expected to have a Material Adverse Effect. To the best of the Company's knowledge, each Company Subsidiary that is engaged in the business of insurance or reinsurance is duly organized and licensed as an insurance or reinsurance company in the

respective jurisdiction in which it is chartered or organized, and is duly licensed or authorized as an insurer or reinsurer in each other jurisdiction in which the conduct of its respective business requires it to be so licensed or authorized, except where the failure to be so licensed or authorized would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Company and each Company Subsidiary has filed all notices, reports, information statements, documents and other information with the insurance regulatory authorities of its respective jurisdiction of organization and domicile as are required to be filed pursuant to the insurance statutes of such jurisdictions, including the statutes relating to companies which control insurance companies, and the rules, regulations and interpretations of the insurance regulatory authorities thereunder (collectively, the "Insurance Laws"), and has duly paid all taxes (including franchise taxes and similar fees) it is required to have paid under the Insurance Laws, except where the failure to file such statements or reports or pay such taxes would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 4.10 Title to Property and Assets. The Company and each Company Subsidiary has good, valid and defensible title to its material properties and assets, and, to the Company's knowledge, all such material properties and assets are in good working order and state of repair, free and clear of all Liens other than Liens which do not, individually or in the aggregate, result in a Material Adverse Effect. With respect to the material property and assets it leases, to the Company's knowledge, the Company and each Company Subsidiary is in compliance with such leases and holds a valid leasehold interest free of any liens, claims, or encumbrances. To the Company's knowledge, all material leases of real or personal property to which the Company or any Company Subsidiary is a party are fully effective and afford the Company and each such Company Subsidiary (as applicable) peaceful and undisturbed possession and use of the property which is the subject matter of the lease.

Section 4.11 Investment Company Act. Neither the Company nor any Company Subsidiary is required to register as an "investment company" as that term is defined in, and is not otherwise subject to regulation under, the Investment Company Act of 1940 (the "Investment Company Act").

Section 4.12 Litigation. There is no material action, suit, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary, or against any officer or director, except as would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary is a party or subject to any order, writ, injunction, judgment or decree of any court or government agency or instrumentality, except for any order, writ, injunction, judgment or decree that would not reasonably be expected to have a Material Adverse Effect.

Section 4.13 Brokers. No Person, firm or corporation has, or will have, as a result of any action taken by the Company, any Company Subsidiary or any of their respective authorized representatives, in the context of the transaction specifically contemplated by this Agreement, any rights, interest or valid claim against or upon the Company or the Investor for any commission, fee or other compensation as a finder or broker or in any similar capacity.

Section 4.14 Taxes. Any tax returns required to be filed by the Company or any Company Subsidiary in any jurisdiction have been filed and any taxes, including any withholding taxes, excise taxes, penalties and interest, assessments and fees and other charges due or claimed to be due from such entities have been paid, other than any of those being contested in good faith and for which adequate reserves have been provided or any of those currently payable without penalty or interest, except to the extent that the failure to so file or pay would not result in a Material Adverse Effect.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants to the Company as of the date hereof and the Closing Date that:

Section 5.1 Authorization. The Investor has full power and authority to execute and deliver this Agreement and the other agreements contemplated herein to which it is a party, and to carry out the provisions of this Agreement and the other agreements contemplated herein to which it is a party. Any and all corporate or partnership action on the part of the Investor necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Investor hereunder at the Closing has been taken. Any and all corporate or partnership action on the part of the Investor necessary for the authorization, execution and delivery of the agreements contemplated herein to which it is a party will be taken prior to the Closing. This Agreement has been duly and validly executed and delivered by the Investor and constitutes, and the agreements contemplated herein to which the Investor is a party when executed and delivered will constitute, assuming due execution and delivery by the Company of this Agreement and the agreements contemplated herein to which the Company is a party, valid and legally binding obligations of the Investor, enforceable against the Investor in accordance with their respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 5.2 Purchase Entirely for Own Account. The Investor is (a) an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act and (b) acquiring the Shares being acquired by it hereunder for investment for its own account and not with a view to, or for resale in connection with, any distribution thereof or any arrangement or understanding with any other Person regarding the distribution of such Shares. The Investor will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the Shares except in compliance with the Securities Act and any applicable state securities or "blue sky" laws or an exemption therefrom. The Investor agrees that in the absence of either an effective registration statement covering the Shares or an available exemption from registration under the Securities Act or any applicable state securities or "blue sky" laws, the Shares must be held indefinitely. The Investor acknowledges that the Shares acquired by it hereunder have not been registered under the Securities Act or any applicable state securities or "blue sky" laws by reason of a specific exemption from the registration provisions of the Securities Act or any applicable state securities or "blue sky" laws which depends upon, among other things, the bona fide nature of the

investment intent and the accuracy of such party's respective representations as expressed in this Agreement.

Section 5.3 Investment Experience. The Investor confirms that it has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of an investment in the Shares and of making an informed investment decision and understands that (a) this investment is suitable only for an investor which is able to bear the economic consequences of losing its entire investment, (b) the purchase of the Shares by the Investor hereunder is a speculative investment which involves a high degree of risk of loss of the entire investment, and (c) there are substantial restrictions on the transferability of, and there will be no public market for, the Shares, and accordingly, it may not be possible for the Investor to liquidate the Investor's investment in case of emergency.

Section 5.4 Litigation. There is no action, suit, proceeding or investigation pending or, to the knowledge of the Investor, threatened against the Investor which is reasonably likely to adversely affect the validity of this Agreement or the agreements contemplated hereby or any material action taken or to be taken pursuant hereto or thereto (including the ability of the Investor to perform and comply with its obligations hereunder and thereunder), nor, to the knowledge of the Investor, has there occurred any event nor does there exist any condition on the basis of which any such material litigation, proceeding or investigation might properly be instituted.

Section 5.5 Brokers or Finders. No Person has or will have, as a result of the issuance of the Shares pursuant to this Agreement, any right, interest or valid claim against or upon the Company for any commission, fee or other compensation as a finder or broker because of any act or omission by the Investor or his or its respective agents or representatives.

Section 5.6 Jurisdiction of Organization. The Investor's entity type (as applicable) and jurisdiction of incorporation, formation or organization (as applicable) is set forth on Schedule A.

Section 5.7 Financial Ability. The Investor will have at the Closing, and, in connection with any future Capital Call properly made in accordance with Section 3.1, on each respective Contribution Date (subject to any exceptions set forth in this Agreement), sufficient liquid funds to satisfy such respective Capital Call.

Section 5.8 Acknowledgements.

(a) The Investor acknowledges and agrees that (i) the Company is not acting as a fiduciary or financial or investment adviser to the Investor; (ii) the Investor is not relying (for purposes of entering into this Agreement or otherwise) upon any advice, counsel or representations (whether written or oral) of the Company other than those representations expressly made hereunder; (iii) the Company has not given the Investor (directly or indirectly through any other Person) any assurance, guarantee, or representation whatsoever as to the expected prospects or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) of this Agreement or the business of the Company to be conducted after the Closing Date; (iv) the Company and its affiliates, and their respective officers, directors, employees, agents and representatives, do not make, have not made and shall not be

deemed to have made any representation or warranty to the Investor, express or implied, at law or in equity, with respect to (x) projections, estimates, forecasts or plans or (y) tax or economic or technical considerations of the Investor relating to the purchase of the Shares; (v) the Investor has received a copy of the preliminary investor memorandum, dated November 2016 (the "Preliminary Investor Memorandum") and a copy of the supplement to the Preliminary Investor Memorandum, dated March 31, 2017 (the "Supplement") relating to the Private Placement, and understands and agrees that each of the Preliminary Investor Memorandum and the Supplement speaks only as of its date and that the information contained in each of the Preliminary Investor Memorandum and the Supplement may not be correct or complete as of any time subsequent to its date; (vi) the Investor has consulted with the Investor's own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent the Investor deemed necessary, and the Investor has made its own decisions with respect to entering into this Agreement based upon the Investor's own judgment and upon any advice from such advisers the Investor has deemed necessary and not upon any view expressed by the Company; (vii) the Investor has received, carefully read and reviewed and is familiar with this Agreement and is entering into this Agreement with a full understanding of all the terms, conditions and risks hereof and thereof (economic and otherwise), and the Investor is capable of and willing to assume (financially and otherwise) those risks; and (viii) the Investor is a sophisticated entity familiar with transactions similar to those contemplated by this Agreement. The Investor acknowledges that it and its representatives and agents have been permitted full and complete access to the books and records, facilities, equipment, returns, contracts, insurance policies (or summaries thereof) and other properties and assets of the Company and the Company Subsidiaries that it and its representatives and agents have desired or requested to see and/or review, and that it and its representatives and agents have had a full opportunity to meet with the officers and knowledgeable employees of the Company and the Company Subsidiaries to discuss the business of the Company and the Company Subsidiaries and the terms of the purchase of the Shares to the full satisfaction of the Investor and that it and its representatives have conducted their own due diligence and other investigations, to the extent they have determined necessary or desirable, regarding the Company and the Company Subsidiaries and the Investor has determined to enter into and complete the transactions contemplated hereby based on such due diligence and investigations, and not in reliance on any representation or warranty or investigation made by, or information known by, any Person (other than the representations and warranties expressly set forth herein). The Investor is not purchasing the Shares as a result of, or subsequent to, any advertisement, article, notice or other communication published on the internet, in any newspaper, magazine or similar media or broadcast over television or radio, any seminar or meeting, or any solicitation of a subscription by a Person not previously known to it in connection with investments in securities generally. The Investor's acknowledgements and representations hereunder do not in any way undermine the express representations or warranties made by the Company hereunder.

(b) The Investor understands that the Company has not been registered as an investment company under the Investment Company Act in reliance upon an exemption from such registration.

(c) The Investor agrees to deliver to the Company such information as to certain matters under the Securities Act, the Investment Company Act, insurance regulatory and other laws and regulations as the Company may reasonably request in order to ensure compliance with such laws and regulations and the availability of any exemption thereunder.

(d) The Investor acknowledges that neither the Company nor any affiliate thereof has rendered any investment advice or securities valuation advice to the Investor, and that the Investor is neither subscribing for nor acquiring any interest in the Company in reliance upon, or with the expectation of, any such advice.

(e) The Investor's funds in respect of the payment for the Initial Share and any Capital Call will not originate from, nor will it be routed through, an account maintained at a Foreign Shell Bank (as defined below), an Offshore Bank (as defined below) or any other financial institution organized or chartered under the laws of a High Risk or Non-Cooperative Jurisdiction (as defined below), nor have they been or shall be derived from any activity that is deemed criminal under United States law.

(i) For purposes of this Agreement, "Foreign Shell Bank" means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate. "Foreign Bank" means an organization that (A) is organized under the laws of a country outside the United States; (B) engages in the business of banking; (C) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; (D) receives deposits to a substantial extent in the regular course of its business; and (E) has the power to accept demand deposits, but does not include the United States branches or agencies of a Foreign Bank. "Physical Presence" means a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank: (1) employs one or more individuals on a full-time basis; (2) maintains operating records related to its banking activities; and (3) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities. "Regulated Affiliate" means a Foreign Shell Bank that: (a) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the United States or a foreign country, as applicable; and (b) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

(ii) For purposes of this Agreement, "High Risk or Non-Cooperative Jurisdiction" means any foreign country or territory that has been designated as high risk or non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force ("FATF"), of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. See *http://www.fatf-gafi.org/publications/high-riskandnon-cooperativejurisdictions* for FATF's current list of High Risk and Non-Cooperative Jurisdictions.

(iii) For purposes of this Agreement, "Offshore Bank" means a bank located outside the country of residence of its depositors, with most of its account holders being non-residents of such jurisdiction.

(f) The Investor acknowledges and agrees that any distributions paid to it will be paid to the same account from which its capital contributions to the Company were originally remitted, unless the Company consents otherwise (such consent not to be unreasonably withheld).

(g) The Investor agrees that upon the Company's request, the Investor will provide to the Company any information requested that is necessary for the Company to prevent or reduce the rate of withholding on premiums or other payments it receives, to make payments to the Investor without or at a reduced rate of withholding, or to enable the Company to satisfy any reporting or withholding requirements under the Code or other applicable law. The Investor also agrees to provide, upon request by the Company, any certification or form required by law regarding such information with respect to the Investor (including with respect to the Investor's direct or indirect owners or controlling persons) that is requested by the Company, to the extent permissible to do so under applicable law. The Investor acknowledges that such information may be required by law to be disclosed to taxing or governmental authorities or to Persons making payments to the Company, and the Investor hereby consents to such disclosure. The Investor acknowledges that failure to provide the information requested by the Company pursuant to this paragraph may result in withholding on payments made to the Investor consistent with applicable law.

(h) The Investor acknowledges that the Company and/or its affiliates may be obliged under applicable laws to submit information to the relevant regulatory authorities if the Company and/or its affiliates know, suspect or have reasonable grounds to suspect that any Person is engaged in money laundering, drug trafficking or the provision of financial assistance to terrorism and that the Company and/or its affiliates may not be permitted to inform anyone of the fact that such a report has been made. The Investor is advised that, by law, the Company may be obligated to "freeze the account" of the Investor, either by prohibiting additional investments from the Investor, withholding distributions and/or segregating the assets in the account in compliance with governmental regulations, and the Company may also be required to report such action and to disclose the Investor's identity to United States Office of Foreign Asset Control or other authorities if the Investor is on the list of Specially Designated National and Blocked Persons maintained by the United States Office of Foreign Assets Control or if U.S. persons otherwise are prohibited from having dealings with the Investor under U.S. economic sanctions laws. The Investor further acknowledges that the Company may suspend the payment of distributions to the Investor if the Company reasonably deems it necessary to do so to comply with anti-money laundering or anti-terrorism regulations applicable to the Company, any of its affiliates or any of the Company's service providers.

(i) The Investor agrees that neither the Company nor any of its affiliates shall have any liability to the Investor for any loss or liability that the Investor may suffer to the extent that it arises out of, or in connection with, compliance by the Company and/or their affiliates in good faith with the requirements of applicable anti-money laundering and anti-terrorism legislation or regulatory provisions in connection with actual or alleged money laundering or terrorist financing by the Investor or suspicion thereof by the Company.

(j) The Investor acknowledges that the Company has relied and will rely upon the representations, warranties and covenants of the Investor set forth in this Agreement and that all such representations, warranties and covenants shall survive the date of this Agreement.

Accordingly, the Investor agrees to notify the Company promptly if there is any change with respect to any of the information or representations provided by the Investor in or pursuant to this Agreement, and to provide the Company with such further information as the Company may reasonably require.

(k) The Investor understands that the Company's assets will not constitute the assets of an employee benefit plan under ERISA or Section 4975 of the Code, or under the provisions of any laws or regulations that are similar to those provisions contained in Title I of ERISA or Section 4975 of the Code.

ARTICLE VI
COVENANTS AND AGREEMENTS

Section 6.1 Public Disclosure. Neither the Company nor the Investor shall, except as required by applicable law, regulation or stock exchange rule, issue any press release that describes the transactions contemplated herein and that identifies the Company, the Investor, or any of their respective affiliates without the prior consent of the Company or the Investor (as applicable), which consent shall not be unreasonably withheld. For the avoidance of doubt, the consent of the Investor shall not be required for any press release or other disclosure in regard to the transactions contemplated herein by the Company or its affiliates that does not identify such Investor.

Section 6.2 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all fees and expenses, including fees and expenses incurred in connection with the preparation, execution, and delivery of this Agreement and the transactions contemplated herein, shall be paid by the party incurring such fee or expense.

Section 6.3 Further Assurances. Subject to the terms and conditions set forth in this Agreement, each of the parties hereto shall use its commercially reasonable efforts (subject to, and in accordance with, applicable Law) to take, or cause to be taken, promptly all actions, and to do, or cause to be done, promptly and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including (a) the obtaining of all necessary actions or non-actions, waivers, consents and approvals, including any insurance related approvals from any governmental authority and the making of all necessary registrations and filings and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any governmental authority, (b) the obtaining of all necessary consents, approvals or waivers from third parties, (c) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated by this Agreement and (d) the execution and delivery of any additional certificates, documents or instruments necessary to consummate the transactions contemplated by this Agreement.

Section 6.4 Confidentiality.

(a) The Investor agrees that it will use the Confidential Information (as defined in Section 6.4(b) below) solely for the purpose of monitoring and managing its investment in the Company and will use reasonable precautions in accordance with its established procedures to keep such information confidential; provided, however, that any such information may be disclosed to the Investor's affiliates, co-investors, partners and its and their respective directors, officers, employees, agents, counsel, auditors, advisors, consultants and representatives (collectively, including such affiliates, co-investors and partners, the "Representatives") who do not compete with the Company and need to know such information for the purpose of monitoring and managing the Investor's investment in the Company (it being understood that such Representatives shall be informed by the Investor of the confidential nature of such information and agree to abide by these confidentiality provisions). To the extent permitted by applicable law, the Investor agrees to be responsible for any breach of this Agreement that results from the actions or omissions of its Representatives.

(b) The term "Confidential Information" means (i) all information related to the Company and the Company Subsidiaries provided to the Investor or any Representative thereof by or on behalf of the Company or its affiliates (the "Furnishing Parties"), and (ii) all analyses developed by the Investor or any Representative thereof using any information specified under clause (i) above. The term "Confidential Information" shall not include information that (A) is or becomes generally available to the public other than as a result of a disclosure by the Investor or any Representative thereof in violation of this Agreement, (B) was within the Investor's possession prior to its being furnished to it by a Furnishing Party or a representative thereof, provided, that the source of such information was not known by the Investor to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a Furnishing Party or any other party with respect to such information or (C) is or becomes available to the Investor on a non-confidential basis from a source other than a Furnishing Party or a representative thereof, provided that such source is not known by the Investor to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a Furnishing Party, or any other party with respect to such information.

(c) The Investor shall be permitted to disclose any Confidential Information in the event that the Investor is otherwise required by law, rule or regulation or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction and any securities exchange on which the securities of the Investor or any affiliate thereof are listed) or in connection with any legal proceedings (including pursuant to any special deposition, interrogation, request for documents, subpoena, civil investigative demand or arbitration). The Investor agrees that it will notify the Company as soon as practical in the event of any such disclosure (other than as a result of an examination by any regulatory agency), unless such notification shall be prohibited by applicable law or legal process.

(d) Notwithstanding the foregoing, the Investor shall be permitted to disclose certain information that may constitute Confidential Information in order to comply with its reporting obligations to its direct and indirect investors, co-investors and equity holders including: (i) the name and brief description of the Company and the date of the Investor's investment in the Company, (ii) the amount of the Investor's Total Commitment and such equity holder's indirect share of such

Total Commitment and (iii) the quarterly valuation of the Investor's investment in the Company; provided, that nothing in this Section 6.4(d) shall supersede the confidentiality obligations of the Investor set forth in the Confidentiality Agreement between the Company, on one hand and the Investor (or one of its affiliates), on the other hand, entered into in connection with the Private Placement (the "Confidentiality Agreement").

(e) With respect to Investor Confidential Information (as defined below) and subject to subsection (g) below, the Company shall not, directly or indirectly or voluntarily or involuntarily, (i) communicate, disclose, divulge, reveal or convey (whether orally, in writing or otherwise) in any manner or by any means of communication whatsoever to any person or entity or (ii) otherwise use or employ such Investor Confidential Information in any manner other than for purposes of facilitating the consummation of the Private Placement and any other transactions contemplated thereby. The term "Investor Confidential Information" means confidential information relating to the Investor provided pursuant to this Agreement, whether such confidential information is furnished directly by the Investor or any affiliate or Representative thereof.

(f) Notwithstanding the foregoing, Investor Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Company or any affiliate or representative thereof in violation of this Agreement, (ii) was within the Company's possession prior to such Investor Confidential Information being furnished to the Company by the Investor or an affiliate or Representative thereof, provided, that the source of such information was not known by the Company to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Investor or any other party with respect to such information or (iii) is or becomes available to the Company on a non-confidential basis from a source other than the Investor or any affiliate or Representative thereof, provided that such source is not known by the Company to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Investor, or any other party with respect to such Investor Confidential Information.

(g) The Company shall be permitted to disclose any Investor Confidential Information (i) to a financial institution in connection with any credit facility agreement or other financing arrangement relating to the transactions contemplated by this Agreement, including in respect of such financial institution's know your customer (KYC), anti-money laundering or other credit due diligence information requirements, (ii) to Athene Holding Ltd. or Apollo Global Management, LLC, or any Affiliate thereof, in connection with any reasonable business purpose and (iii) in the event that the Company is otherwise required by law, rule or regulation or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction and any securities exchange on which the securities of the Company or any affiliate thereof are listed) or in connection with any legal proceedings (including pursuant to any special deposition, interrogation, request for documents, subpoena, civil investigative demand or arbitration). The Company agrees that it will notify the Investor as soon as practical in the event of any such disclosure (other than as a result of an examination by any regulatory agency), unless such notification shall be prohibited by applicable law or legal process.

Section 6.5 Related Person Insurance.

(a) The Investor represents, warrants and covenants that (i) neither it nor any of its direct or indirect beneficial owners is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code) or (ii) if it or any of its direct or indirect beneficial owners is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code), then both immediately before and at all times after the transactions contemplated by this Agreement none of it, any related person to the Investor (within the meaning of Section 953(c) of the Code) or, to the actual knowledge of the Investor, any of its direct or indirect beneficial owners who is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code) or any related person to such a beneficial owner (within the meaning of Section 953(c) of the Code) (collectively, the "Investor Parties") are or will be (directly or indirectly) insured or reinsured by any Company Subsidiary (which list shall be updated as necessary by the Company and provided to the Investor) or any ceding company as specified in Schedule 6.5 hereto (which list shall be updated as necessary by the Company and provided to the Investor) to which any Company Subsidiary provides reinsurance. If the Investor breaches this representation and covenant, the Investor will be obligated to notify the Board as promptly as possible and the Board may pursue any applicable remedies set forth in Article 5 of the Bye-laws.

(b) The Investor represents, warrants and covenants that no Investor Party currently owns, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P., Apollo Global Management, LLC or Athene Holding Ltd. that are treated as equity for U.S. federal income tax purposes, other than as set forth on Schedule A hereto. Unless otherwise agreed by the Company and such Investor (such agreement being set forth on Schedule A hereto or in another written agreement approved by the Company's Board), the Investor covenants that (i) no Investor Party shall hereafter acquire, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P. or Apollo Global Management, LLC that are treated as equity for U.S. federal income tax purposes; and (ii) if any Investor Party owns, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P. or Apollo Global Management, LLC that are treated as equity for U.S. federal income tax purposes, no Investor Party shall hereafter acquire, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in Athene Holding Ltd. that are treated as equity for U.S. federal income tax purposes, other than from a member of the Apollo Group (as such term is defined in the Bye-laws) in a distribution with respect to an equity interest held in such member of the Apollo Group. No Investor Party will make any investment that, to the actual knowledge of the Investor at the time the Investor Party becomes bound to make the investment, would cause such Investor Party to own (directly, indirectly or by attribution pursuant to Section 958 of the Code) stock (for this purpose, including any other instrument or arrangement that is treated as equity for U.S. federal income tax purposes and any stock that such Investor Party has an option to acquire) of the Company possessing fifty percent (50%) or more of (a) the total voting power of all classes of stock of the Company entitled to vote or (b) the total value of stock of the Company.

(c) The Investor agrees that no Investor Party shall enter into a transaction that, to the actual knowledge of the Investor at the time such Investor Party becomes bound to enter into the transaction, could reasonably be expected to cause any "United States Person", as such term is defined in Section 957(c) of the Code, to own (directly, indirectly or by attribution pursuant to Section 958 of the Code) stock (for this purpose, including any other instrument or arrangement that is treated as equity for U.S. federal income tax purposes and any stock that such United States Person has an option to acquire) of the Company possessing fifty percent (50%) or more of (i) the total voting power of all classes of stock of the Company entitled to vote or (ii) the total value of stock of the Company.

(d) Notwithstanding anything to the contrary herein, upon a breach of this Section 6.5, the Investor will be required to take any reasonable action the Board deems appropriate, it being understood that the Investor will in no instance be liable for monetary damages with respect to a breach of this Section 6.5.

(e) This Section 6.5 shall not apply to any Investor that is a member of the Apollo Group (as such term is defined in the Bye-laws).

Section 6.6 Change in Entity Classification. The Company shall provide prompt notice to the Investor of any change in the entity classification of the Company for U.S. tax purposes.

Section 6.7 AEOI. The U.S. tax provisions commonly known as the Foreign Account Tax Compliance Act, the regulations (whether proposed, temporary or final), including any subsequent amendments, and administrative guidance promulgated thereunder (or which may be promulgated in the future) and any applicable intergovernmental agreements in respect thereof (or any similar intergovernmental agreements which may be applicable to the Company or any Company Subsidiary), including any implementing legislation, regulations and guidance promulgated (or which may be promulgated) thereunder and any subsequent amendments to any of the foregoing ("FATCA") and similar withholding or information reporting provisions, including the "Common Reporting Standard" developed by the OECD and any legislation, regulations, intergovernmental agreements and guidance in respect thereof (all such provisions, collectively with FATCA, the "AEOI Regimes") impose or may impose a number of obligations on the Company or Company Subsidiaries. In this regard:

(a) The Investor acknowledges that, in order to comply with the provisions of the AEOI Regimes and avoid the imposition of U.S. federal withholding tax, the Board may, from time to time and to the extent provided under the AEOI Regimes, (i) require further information and/or documentation from the Investor, which information and/or documentation may (A) include, but is not limited to, information and/or documentation relating to or concerning the Investor, the Investor's direct and indirect beneficial owners (if any), and any such Person's identity, residence (or jurisdiction of formation) and income tax status, and (B) need to be certified by the Investor under penalties of perjury, and (ii) provide or disclose any such information and documentation to governmental agencies of the United States or other jurisdictions (including the U.S. Internal Revenue Service (the "IRS")) and Persons from or through which the Company or any Company Subsidiary may receive payments or with which the Company or any Company Subsidiary may have an account (within the meaning of the AEOI Regimes).

(b) The Investor agrees that it shall provide such information and/or documentation concerning itself and its direct and indirect beneficial owners (if any), as and when requested by the Board, as the Board, in its sole discretion, determines is necessary or advisable for the Company to comply with its obligations under the AEOI Regimes, including, but not limited to, in connection with the Company or any of its affiliates entering into or amending or modifying an "FFI Agreement," as defined under the AEOI Regimes (each, an "FFI Agreement"), with the IRS and maintaining ongoing compliance with such agreement. The Investor should consult its tax advisors as to the type of information that may be required from the Investor under this Section 6.7.

(c) Consistent with the AEOI Regimes, the Investor agrees to waive any provision of law of any jurisdiction that would, absent a waiver, prevent the Company's compliance with its obligations under the AEOI Regimes, including under any FFI Agreement, and hereby consents to the disclosure by the Company or any Company Subsidiary of any information regarding the Investor (including information regarding its direct and indirect beneficial owners, if any) as the Company or any Company Subsidiary determines is necessary or advisable to comply with the AEOI Regimes (including the terms of any FFI Agreement).

(d) The Investor acknowledges that if the Investor does not timely provide and/or update the requested information and/or documentation or waiver, as applicable (an "AEOI Compliance Failure"), the Board may, in its sole and absolute discretion and in addition to all other remedies available at law, in equity or under the Shareholders Agreement, cause the Investor to withdraw from the Company in whole or in part.

(e) To the extent that the Company or any affiliate thereof suffers any withholding taxes, interest, penalties or other expenses or costs on account of the Investor's AEOI Compliance Failure, unless otherwise agreed by the Board, (i) the Investor shall promptly pay upon demand by the Board to the Company or, at the Board's direction, to the relevant affiliate, an amount equal to such withholding taxes, interest, penalties and other expenses and costs, or (ii) the Board may reduce the amount of the next distribution or distributions which would otherwise have been made to the Investor or, if such distributions are not sufficient for that purpose, reduce the proceeds of liquidation otherwise payable to the Investor by an amount equal to such withholding taxes, interest, penalties and other expenses and costs; provided, that (A) if the amount of the next succeeding distribution or distributions or proceeds of liquidation is reduced, such amount shall include an amount to cover interest on the amount of such withholding taxes, interest, penalties and other expenses and costs at the lesser of (1) the rate of two percent (2%) per annum over the rate of interest announced publicly from time to time by JPMorgan Chase Bank in New York, New York as such bank's prime rate, and (2) the maximum rate permitted by applicable law, and (B) should the Board elect to so reduce such distributions or proceeds, the Board shall use commercially reasonable efforts to notify the Investor of its intention to do so. Whenever the Board makes any such reduction of the proceeds payable to the Investor pursuant to clause (ii) of the preceding sentence, for all other purposes the Investor may be treated as having received all distributions (whether before or upon liquidation) unreduced by the amount of such reduction. Unless otherwise agreed to by the Board in writing, the Investor shall indemnify and hold harmless the Company and its affiliates from and against any withholding taxes, interest, penalties or other expenses or costs with respect to the Investor's AEOI Compliance Failure.

(f) The Investor acknowledges that the Board (or the applicable affiliate of the Company) will determine in its sole discretion how to comply with the AEOI Regimes.

(g) The Investor acknowledges and agrees that it shall have no claim against the Board or the Company (or its affiliates) for any damages or liabilities attributable to any AEOI Regimes compliance related determinations pursuant to Section 6.7(f).

ARTICLE VII
INDEMNIFICATION

Section 7.1 Agreement to Indemnify.

(a) The Company hereby agrees to indemnify, defend and hold harmless the Investor and its successors and assigns, representatives and affiliates, and their respective directors, officers, partners, members, managers, employees and agents (collectively, the "Investor Group") from and against all claims, actions or causes of action, assessments, demands, losses, damages, judgments, settlements, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' and accounting fees and expenses of any nature whatsoever, whether actual or consequential (collectively, "Damages"), asserted against, imposed upon or incurred directly by any member of the Investor Group by reason of or resulting from a breach of any agreement or representation or warranty or covenant by the Company contained herein.

(b) The Investor hereby agrees to indemnify, defend and hold harmless the Company and the Company Subsidiaries, and each officer and director of the Company or the Company Subsidiaries (collectively, the "Company Group"), and their successors and assigns, from and against all Damages, asserted against, imposed upon or incurred directly by any member of the Company Group by reason of or resulting from a breach of any agreement or representation, warranty or covenant by the Investor contained herein.

ARTICLE VIII
TERMINATION

Section 8.1 Termination. This Agreement (a) may be terminated by either party hereto when the Investor has fully funded the Total Commitment or (b) shall terminate, and the transactions contemplated hereby abandoned, if all Required Regulatory Approvals shall not have been obtained by June 30, 2018. If this Agreement is terminated as described in this ARTICLE VIII, this Agreement shall become null and void and of no further force and effect, except for the provisions of ARTICLE VI, ARTICLE VII, ARTICLE VIII, and ARTICLE IX which shall survive such termination. Nothing in this ARTICLE VIII shall be deemed to release any party from any liability for any willful breach by such party of the terms and provisions of this Agreement. For the avoidance of doubt, the representations and warranties set forth in ARTICLE IV and ARTICLE V shall survive the date hereof.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Notices. All notices required to be given hereunder shall be in writing and shall be deemed to be duly given if personally delivered, telecopied or electronically mailed and confirmed, or mailed by certified mail, return receipt requested, or nationally recognized overnight delivery service with proof of receipt maintained, at the following address (or any other address that any such party may designate by written notice to the other parties):

AGER Bermuda Holding Ltd.
96 Pitts Bay Road
Pembroke, HM08, Bermuda
Attention: AGER Legal Department
Telephone: (441) 279-8400
Email: AGER-Legal@athene.com

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry J. Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

and

Linklaters LLP
Prinzregentenplatz 10
81675 Munich

Germany
Attention: Dr. Wolfgang Krauel
Telephone: +49 89 41 80 83 26
Email: wolfgang.krauel@linklaters.com

If to the Investor, as set forth on Schedule A.

Any such notice shall, if delivered personally, be deemed received upon delivery; shall, if delivered by telecopy or electronic mail (receipt confirmed), be deemed received on the first business day following confirmation; shall, if delivered by overnight delivery service, be deemed received the first business day after being sent; and shall, if delivered by mail, be deemed received upon the earlier of actual receipt thereof or three (3) business days after the date of deposit in the United States mail. Notwithstanding the foregoing, all notices sent to the Investor in hard copy form shall also be emailed to the Investor at the email address set forth on Schedule A, and all notices sent to the Investor shall be made available in either downloadable or printable format.

Section 9.2 Entire Agreement. This Agreement, together with the Exhibits, the Shareholders Agreement and the Confidentiality Agreement, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Notwithstanding the foregoing, the Confidentiality Agreement entered into by the Investor (or one of its affiliates) and the Company shall survive the execution and delivery of this Agreement, and if the Investor is not a party to such agreement, the Investor agrees to be bound by such agreement in the same manner as its affiliate party thereto.

Section 9.3 Binding Effect; Assignment; No Third Party Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Except as otherwise expressly provided in this Agreement or the Shareholders Agreement, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party without the consent of the other party. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties hereto, and their respective heirs, legal representatives, successors, and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.4 Severability. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

Section 9.5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

Section 9.6 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect in any manner the meaning or interpretation of this Agreement.

Section 9.7 Gender. Pronouns in masculine, feminine, and neutral genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

Section 9.8 References. All references in this Agreement to Sections and other subdivisions refer to the Sections and other subdivisions of this Agreement unless expressly provided otherwise. The words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Whenever the words “include,” “includes” and “including” are used in this Agreement, such words shall be deemed to be followed by the words “without limitation.” Each reference herein to an Exhibit, Annex or Schedule refers to the item identified separately in writing by the parties hereto as the described Exhibit, Annex or Schedule to this Agreement. All Exhibits,

Annexes and Schedules are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 9.9 Injunctive Relief. The parties hereto acknowledge and agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement without posting a bond, and shall be entitled to enforce specifically the provisions of this Agreement, in any court of the United States or any state thereof having jurisdiction, in addition to any other remedy to which the parties may be entitled under this Agreement or at law or in equity.

Section 9.10 Consent to Jurisdiction.

(a) The parties hereto hereby irrevocably submit to the exclusive jurisdiction of either the courts of Bermuda or the courts of the State of New York and the federal courts of the United States of America located in the County of New York, in the State of New York, and appropriate appellate courts therefrom, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement, the Shareholders Agreement or any of the transactions contemplated hereby brought in such courts or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is being given solely for purposes of this Agreement and the Shareholders Agreement and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a party to this Agreement may become involved.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action, or proceeding of the nature specified in subsection (a) above by the mailing of a copy thereof in the manner specified by the provisions of Section 9.1.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 9.11 Amendment. The provisions of this Agreement may be amended, waived or modified only with the written consent of the Investor and the Company; provided, that no amendment shall be made to reduce or eliminate an Investor's Remaining Commitment (pursuant to this Agreement or any equivalent subscription agreement) except as contemplated by Section 3.5(c) hereof.

Section 9.12 Waiver. No failure or delay by a party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

Section 9.13 Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts (including without limitation, facsimile counterparts), each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 9.14 Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other party hereto reasonably may request in order to carry out the provisions of this Agreement and the consummation of the transactions contemplated hereby.

Section 9.15 Adjustments for Share Splits, Etc. Wherever in this Agreement (including the Exhibits attached hereto) there is a reference to a specific number of shares of stock of the Company of any class or series, or a price per share of such stock, or consideration received in respect of such stock, then, upon the occurrence of any subdivision, combination, or stock dividend of such class or series of stock, the specific number of shares or the price so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of stock by such subdivision, combination, or stock dividend.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY:

AGER BERMUDA HOLDING LTD.

By: /s/ Tab Shanafelt,
Name: Tab Shanafelt
Title: Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

PALMETTO ATHENE HOLDINGS (CAYMAN), L.P.

By: Apollo Palmetto Management, LLC, its general partner

By: /s/ Joseph D. Glatt ,
Name: Joseph D. Glatt
Title: Vice President

EXHIBIT A

SECOND AMENDED AND RESTATED BYE-LAWS
OF AGER BERMUDA HOLDING LTD.

EXHIBIT B

AGER BERMUDA HOLDING LTD. SHAREHOLDERS AGREEMENT

See attached.

EXHIBIT C

AGER BERMUDA HOLDING LTD. CALL NOTICE

Reference is hereby made to that certain Subscription Agreement (the "Agreement") dated as of April 14, 2017, by and between AGER Bermuda Holding Ltd. (the "Company") and Palmetto Athene Holdings (Cayman), L.P. (the "Investor"). Terms used in this Call Notice and not otherwise defined herein shall have the respective meanings set forth in the Agreement. Pursuant to ARTICLE III of the Agreement, the Company hereby requests that the Investor make capital contributions to the Company as follows:

1. Aggregate Amount of Capital Call EUR _____

2. Number of Class A common shares to be Acquired _____

3. Date Funds Required to be received by the Company _____ ("Contribution Date")

4. Instructions for Wire Transfer:

5. The Company represents and warrants, in connection with the above referenced Capital Call as of the date hereof that:

   (a) The Person signing this instrument is the duly elected, qualified and acting officer of the Company as indicated below such officer's signature hereto having all necessary authority to act for the Company in making this notice for capital contributions.

   (b) The Company is not subject to any condition that would render this Capital Call invalid under the Agreement and all actions taken by the Company with respect to this Call Notice have been properly authorized by the Company.

IN WITNESS WHEREOF the undersigned officer of the Company has executed this Call Notice on behalf of the Company on this [●] day of [●], [●].

AGER BERMUDA HOLDING LTD.

By: _____
Name:
Title:

Capitalization

[To be inserted on delivery of Call Notice]

EXHIBIT D

SUMMARY OF TERMS OF MANAGEMENT INCENTIVE PLAN

See attached.

AGER

MANAGEMENT EQUITY PLAN TERM SHEET[1]

In connection with the proposed private offering of equity interests of AGER Bermuda Holdings Ltd. ("AGER", together with any member of its group, the "AGER Group"), we are pleased to provide you with this indicative, non-binding term sheet (this "Term Sheet") which sets out a summary of the outline terms on which it is proposed certain senior managers will participate in a management equity plan ("MEP").

This Term Sheet is intended to be, and shall be construed only as, a summary of the key terms related to the MEP and does not contemplate the terms or structure of any management co-invest arrangements.

Issuer:	A newly incorporated corporate vehicle (the "Company") established in a jurisdiction to be determined following completion of tax analysis in the relevant jurisdictions. It is currently contemplated that certain senior managers ("Managers") shall invest directly into the Company. AGER, Apollo or one or more of their affiliates shall control the Company but will have no economic rights.
Capital Structure[2]:	AGER's capital structure will consist of class A shares (held by persons who are not members of the Apollo Group), and class B shares (issued to members of the Apollo Group). AGER will issue a new class or classes of shares to the Company, which shall constitute the sweet equity shares. AGER, Apollo or one or more of their affiliates shall hold class A voting shares in the Company ("Class A Shares"). The Managers shall hold class B non-voting shares in the Company ("Class B Shares").
Voting / Governance:	Each of the Class A Shares shall have one vote.

[1] Note: For the purposes of this Term Sheet, we have assumed that the Managers will be based in the United Kingdom, Germany, Bermuda or Benelux. Structuring may change subject to tax and regulatory considerations.

[2] Note: Capital structure and voting/governance rights of the Company to be confirmed following confirmation of both the Company's jurisdiction of incorporation and its legal form.

Hurdles:	Subject to meeting certain vesting requirements as set out below, internal rate of return ("IRR") and multiple on invested capital ("MOIC") hurdles on the amounts invested into AGER by class A holders and class B holders of AGER, the Company shall be eligible to receive distributions in an amount up to 7.5% of the profits made by AGER, as follows: (i) if the investors in AGER realise, on their total capital invested in AGER, a MOIC of at least 1x, the Company shall be entitled to receive an amount equal to 2.5% of the profits made by AGER; plus (ii) if the investors in AGER realise, on their total capital invested in AGER: a. both (a) a 17.5% IRR and (b) a MOIC of at least 1.75x, the Company shall be entitled to receive an amount equal to 2.5% of the profits made by AGER; or b. both (a) a 22.5% IRR and (b) a MOIC of at least 2.25x, the Company will be entitled to receive an amount equal to 5% of the profits made by AGER.
Distributions:	All distributions shall be paid to the holders of Class B Shares in the Company pro rata, based on the number of Class B Shares held by each such holder.
Vesting:	Each Manager's Class B Shares will vest over a 5 year period beginning on the later of (i) the investment date, and (ii) the date upon which he or she commenced employment with (or otherwise became engaged to provide services to) the AGER Group (the "Commencement Date"). Each Manager's Class B Shares will vest in 5 equal tranches on each of the first, second, third, fourth and fifth anniversaries of the Commencement Date. In the event of a Change of Control for cash consideration, each Manager's vesting percentage shall be deemed to be 100%. All vesting of any Manager's Class B Shares will cease immediately following the date upon which notice of termination of such Manager's employment/engagement is given (whether by the AGER Group or by such Manager), and the Manager's Class B Shares shall be subject to a call option.

Call Option:	In the event that a Manager's employment or engagement (including re their position as a director or officer) (directly or indirectly) is terminated, for a period of 180 days thereafter such Manager's Class B Shares may be repurchased, redeemed, cancelled, and/or acquired by a designee of the Company upon the terms set out below (the "Call Option"). (i) Good Leaver - If a Manager is deemed a Good Leaver, the Company or its designee(s) (including but not limited to the AGER Group), shall be entitled (but not obligated) to repurchase, redeem, cancel and/or acquire (a) the vested portion of such Manager's Class B Shares at a price equal to their Fair Market Value, and (b) the unvested portion of such Manager's Class B Shares at a price equal to the lesser of the original subscription cost and their Fair Market Value. (ii) Bad Leaver - If a Manager is deemed a Bad Leaver, the Company or its designee(s) (including but not limited to the AGER Group), shall be entitled (but not obligated) to repurchase, redeem and/or cancel all of such Manager's Class B Shares at a price equal to the lesser of the original subscription cost and their Fair Market Value.
Leaver Terms:	"Bad Leaver" shall mean a Manager who (i) resigns or terminates their employment or engagement (directly or indirectly) with the AGER Group without Good Reason, other than as a Good Leaver, or (ii) is dismissed or removed from service for Cause. "Good Leaver" shall mean a Manager who: (i) dies; (ii) becomes permanently disabled; (iii) has his/her engagement terminated by the AGER Group or any affiliate thereof for reasons other than Cause such that he or she is not engaged by the AGER Group or any affiliate thereof; or (iv) is qualified as a Good Leaver by the board of [AGER / the Company] acting in its entire discretion on a case-by-case basis and without creating any precedent.

"Good Reason" shall mean voluntary resignation by the Manager after any of the following actions are taken by the AGER Group without the Manager's consent: (i) a material reduction of greater than [10%] on the Manager's base salary, or (ii) a material reduction in the Manager's duties or responsibilities in breach of applicable law; provided, however, that none of the events described in the foregoing clauses (i) or (ii) shall constitute good reason unless (A) the Manager has notified the AGER Group in writing describing the events which constitute good reason within forty-five (45) days following the initial existence of the condition, (B) the AGER Group fails to cure such events within sixty (60) days after its receipt of such written notice and (C) the Manager actually terminates his or her engagement with the AGER Group within ninety (90) days following the end of such cure period.

"Cause" shall mean:

(i) the Manager's commission of a criminal offence which can be sanctioned by imprisonment or a wilful and material act of dishonesty;

(ii) failure to devote sufficient time and attention to the performance of the Manager's duties;

(iii) the Manager's dismissal, removal or non-renewal for gross negligence or wilful misconduct;

(iv) the Manager's suspension or other disciplinary action against the Manager by an applicable regulatory authority; or

(v) material breach by the Manager of or failure to perform his/her obligations under any agreement entered into between the Manager and AGER (or any affiliate thereof), and/or any by-laws, policies or procedures of AGER (or any affiliate thereof), or material breach by the Manager of any legal duty to AGER (or any affiliate thereof), or material failure by the Manager to follow the lawful and proper instructions of the board of the Company, another supervisory or management board of AGER (or any affiliate thereof), or any material failure by the Manager to cooperate in any audit or investigation of AGER (or any affiliate thereof), in each case after written notice of the breach or of the failure that has not been remedied within 30 days from the date of receipt of notice by the Manager (to the extent remedy is reasonably possible),

in each case, as determined by the board of [AGER / the Company] in its sole discretion.

Transfers:	No direct or indirect transfers by any Manager permitted, without the consent of the board of [AGER / the Company], excluding customary permitted transfers to privileged relations, family trusts and in the case of corporate entities, to affiliates. Any transferee must enter into a deed of adherence to the SHA (as defined below).
Liquidity:	AGER / the board of the Company will make all decisions concerning the form and timing of liquidity events for the Company.
Tag-Along/ Drag-Along:	Each Manager will be entitled to participate pro rata in any Drag-Along sale or transfer of securities in the Company, on the basis of each Manager's shareholding in the Company (and with any proceeds allocated on the basis of a hypothetical liquidation of Company). Managers will also be entitled to exercise customary Tag-Along rights, provided that a simple majority of Managers have elected to exercise such Tag-Along rights.
Public Sale / Solvent Reorganization:	AGER / the board of the Company may undertake a Public Sale (e.g., initial public offering) or a Solvent Reorganization (e.g., merger, consolidation, recapitalization, transfer of assets or securities, liquidation, exchange of securities, conversion of entity, formation of new entity, etc.) without the consent of any Manager. In such case, each Manager shall be required to cooperate and take all actions reasonably required to effect such a Public Sale or Solvent Reorganization, provided that its respective pro rata equity interests relative to the Company and AGER are not adversely affected and in the case of a Solvent Reorganization, its rights under the equity documents are materially preserved.
Exit:	Each Manager shall fully co-operate with the board of the Company / the AGER Group upon an exit. Each Manager shall take all reasonable actions requested by the board of the Company / the AGER Group in connection with such exit.
Restrictive Covenants:	The Equity Documents (as defined below) will contain certain standard restrictive covenants with respect to the Managers, including non-solicit and confidentiality provisions.
Tax:	Management will acquire their Class B Shares at fair market value, which will be supported by a valuation based on the anticipated economics of the Class B Shares including any relevant 'option value' for UK, German, and any other relevant jurisdiction's tax purposes.

The Managers will be responsible for any taxes (including social security charges) incurred by the Company, their employer company or any other relevant entity in connection with their participation in the Class B Shares (whether the issuance thereof or receipt of proceeds thereon) or otherwise in connection with the Equity Documents (as defined below) and shall enter into a tax indemnity on customary terms to this effect. Management will also be required to enter into customary tax elections in any relevant jurisdiction (including, but not limited to, section 431 elections in the UK) as requested by any relevant company.

The Managers will not be entitled to rely upon any advice or opinions received by the Company or AGER from their tax, financial and legal advisors in connection with the structuring of the MEP. Accordingly, in evaluating the MEP, the Managers should obtain and rely upon the advice of their own independent tax, financial and legal advisors.

Equity Terms:

The terms set out in this Term Sheet will be reflected in a securityholders' agreement (the "SHA") and a related subscription agreement (together with the SHA, the "Equity Documents").

The organizational documents of the Company and its relevant subsidiaries will be "vanilla" in form and will reflect (or will be revised to reflect), to the fullest extent permitted by law, the terms of the SHA. In all events, the SHA will govern in the event of any conflict or inconsistency. Each Manager will agree to take all action in its power and authority to act in accordance with the terms of the SHA so as to ensure that the provisions of the SHA will be given full force and effect, subject to applicable laws.

Transaction Conduct:

Expenses: Save as set out herein, each party shall bear its own fees, costs and expenses in connection with the negotiation of this Term Sheet and the arrangements contemplated herein.

Confidentiality: Each of the Manager, AGER and the Company acknowledges and agrees that this Term Sheet shall be treated as confidential.

Non-binding effect: It is understood that while this Term Sheet constitutes a summary of the current intentions of the parties with respect to the potential investment in the Company, this Term Sheet is not intended to, and does not, (a) constitute a legally binding agreement; or (b) contain all matters upon which agreement must be reached with respect to matters to be included in the SHA.

Governing Law and Jurisdiction Any binding agreement between AGER, the Company and the Manager will be governed by, and construed in accordance with, the laws of England.

THIS TERM SHEET IS FOR DISCUSSION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS PROVIDING SPECIFIC LEGAL OR TAX ADVICE FOR ANY JURISDICTION. THE SUBSCRIPTION TO THE SHARES OF THE COMPANY SHALL TAKE PLACE THROUGH EXECUTION OF A DEED OF SUBSCRIPTION AND ADHERENCE BY THE MANAGERS TO THE SECURITYHOLDERS' AGREEMENT APPLICABLE TO THE COMPANY.

EXHIBIT E

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY ADDITIONAL INVESTORS

See attached.

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY INVESTOR A

We refer to the "AGER Bermuda Holding Ltd. Summary of Terms of Proposed Private Offering And Principal Transaction Documents" posted in the Intralinks data room (the "Data Room") for Project Craft (the "AGER Term Sheet"). This summary of additional terms (this "Term Sheet") is based on the AGER Term Sheet and sets out certain additional terms with respect to a potential investment by the Investor A in AGER Bermuda Holding Ltd. ("AGER"). Capitalized terms used in this Term Sheet shall have the meaning ascribed to them in the AGER Term Sheet, unless otherwise defined herein.

This Term Sheet is intended for discussion purposes only and does not bind Investor A, Athene Holding Ltd. ("AHL"), AGER or any other person in any way. The transaction described in this Term Sheet (the "Proposed Transaction") is subject to signing of the final and binding contracts by the applicable parties thereto.

The existence of and the terms contained in this Term Sheet as well as any discussions regarding the Proposed Transaction are subject to the Confidentiality Agreements entered into between AGER and its Affiliates (as defined therein) and each investor in AGER, including the Investor A, and shall be kept strictly confidential by all parties except to the extent permitted by the Confidentiality Agreements.

The Investor A investment	§ EUR 250 million § Investment shall be made alongside third party investors in Class A common shares. § Voting cap of 9.9% for Class A common shares. § After the expiration of the Commitment Draw Period, Investor A has the right to require AGER to acquire all of Investor A's shares in AGER for a total purchase price of EUR 1.00.
AGER Capital Calls	¤ AGER shall make capital calls as set forth in section 2.12 of the AGER Shareholders Agreement posted in the Data Room

Board representation	§ Investor A shall have the right to nominate one out of the nine members of the AGER Board. § The Investor A representative on the AGER Board shall be an active or retired senior manager of Investor A. § Investor A's nomination right shall remain in place for as long as Investor A holds 7.5% or more of the AGER Equity.
Representation on AGER board committees	¤ The Director nominated by Investor A shall (i) be a member of the Transaction Committee and (ii) have observer status on the Conflicts Committee.
Profits Interest on the Investor A investment	¤ Apollo and/or AHL, as applicable, shall fully waive the Profits Interest with respect to Investor A's investment in AGER, i.e. Investor A will participate in the Profits Interest *pro rata* to its initial investment in AGER Equity.
Profits Interest on third parties' investment	§ In addition to Apollo and/or AHL, as applicable, fully waiving the Profits Interest with respect to Investor A's investment, Apollo shall share with Investor A 12.5% of the remaining Profits Interest on the investment of third parties, i.e. after the make-whole of Apollo, AHL and Investor A. § In calculating the remaining Profits Interest, only the make-whole of Apollo, AHL and Investor A shall be considered and any make-whole granted to other third party investors shall not reduce Investor A's 12.5% share.

Right of first offer for asset management mandates	§ For as long as Investor A holds 7.5% or more of the AGER Equity, and subject to the other limitations set forth below, AGER/AAME shall offer Investor A a right of first offer for all sub-advisory asset management mandates under the IAA with respect to Approved Investment Classes (as defined below) ("Asset Management ROFO"). § An "Approved Investment Class" shall mean investment-grade fixed income securities, asset classes that Apollo, AAM or AAME are not managing and any other asset class that AGER, AAME and Investor A may agree upon from time to time. § Any engagement of Investor A is subject to Investor A providing competitive services and fees. Fees for any engagement must be approved by the Conflicts Committee. § With respect to any asset management mandate to which the Asset Management ROFO applies, and for which Investor A has declined to provide services or is not selected to provide services, Investor A shall have the right to match the terms of the most competitive bidder for up to 50% of such asset management mandate, provided that the assets under management subject to such mandate are not less than EUR 200 million and the selection of Investor A for such asset management mandate shall be subject to the terms of the preceding paragraph. § Best efforts to work with the ALV board to transfer any already existing Investment Grade mandates to an investment manager affiliate of Investor A within 6 months after the effective date of the agreement between AGER/AAME and Investor A. § AGER/AAME shall have the right to withdraw the mandate if Investor A's performance is in the lowest quartile of a peer group (to be further defined) for more than 12 consecutive months and remediation measures did not succeed

Preferred transaction involvement of Investor A	§ AGER, Apollo and Investor A shall enter into an agreement governing the "Preferred Transaction Involvement" of the parties as described below, which will apply for so long as Investor A holds 7.5% or more of the AGER Equity. § Investor A has an interest in the acquisition of property and casualty ("P&C") businesses as well as P&C and life/health distribution, whereas AGER will primarily target life insurance books of businesses. § The Preferred Transaction Involvement shall relate to acquisitions (whether of a company or a block of business) by AGER in the member states of the European Union (excluding the U.K.) and Switzerland (each a "Potential AGER Transaction"). § Regular (at least quarterly) update meetings will be held with Investor A by AGER to share and discuss Potential AGER Acquisition opportunities with Investor A. § AGER shall inform and provide timely details to Investor A of any planned acquisitions that fall within the Preferred Transaction Involvement. § In connection with any Potential AGER Acquisition, AGER will be precluded from partnering with a third party (including any Apollo Fund entity) unless AGER has provided Investor A with the exclusive opportunity to discuss, and to agree on terms for, partnering with AGER on the Potential AGER Acquisition. However, AGER is free to speak to and pursue the Potential AGER Acquisition with a third party (including any Apollo Fund entity) or alone, if a combined approach is not pursued because: (i) Investor A has declined such opportunity affirmatively; or (ii) AGER and Investor A have not agreed on terms for the Potential AGER Acquisition within a reasonable period of time. § In case AGER and Investor A agree to jointly approach a potential M&A target within the scope of the Preferred Transaction Involvement, AGER and Investor A agree to the following procedure: o Both AGER and Investor A shall value separately the part of the target business each party plans to acquire; the sum-of-parts of AGER's valuation and Investor A's valuation will then form the maximum total price to be offered for the target business o Investor A is not obliged to front any transaction for AGER. § The Preferred Transaction Involvement will restrict Apollo from setting up or acquiring any alternative life insurance acquisition vehicle for transacting business in the member states of the European Union (including the U.K.) and Switzerland besides AGER and AHL; provided that Apollo shall remain free to (i) remain invested in Apollo's existing insurance businesses as long as they do not compete with AGER, and (ii) acquire or invest in targets that do not pursue essentially the same business model as AGER by operating predominantly as run-off life and annuity insurance businesses. § In case the combined approach will not be pursued by AGER and Investor A with respect to a Potential AGER Acquisition, both AGER and Investor A are free to speak to other potential partners or to bid alone. § All discussions and negotiations shall be in good faith of a long-term partnership; it is the parties' understanding that the commitments under the Preferred Transaction Involvement shall not be circumvented in any way, for instance by activities of related parties. § Subject to the restrictions above, the Preferred Transaction Involvement will not limit or otherwise apply to Apollo. § Investor A shall be under no obligation to share, comment on, or provide any details regarding, any planned or potential acquisition or disposal by Investor A. Investor A shall at all times remain free to acquire or dispose of any company without having to inform AGER or Apollo. However, in the good faith of a long-term partnership, Investor A will, at its own full discretion, reach out to AGER in case they intend to sell a company or block of business that may be of interest for AGER to acquire.

Right of first offer for mortality risk	§ For as long as Investor A holds 7.5% or more of the AGER Equity, AGER shall offer Investor A a right of first offer for at least 40% of any mortality risk that AGER chooses to sell or reinsure to a third-party ("Mortality ROFO") with the understanding that AGER will offer an equivalent right of first offer for the other 60% of any mortality risk to Investor B. § If Investor B declines the offered mortality risk, the Mortality ROFO for Investor A shall extend to 100% of AGER's mortality risk to be sold or reinsured. § With respect to any mortality risk to which the Mortality ROFO applies, and which Investor A has declined to acquire or reinsure or which Investor A is not selected to acquire or reinsure, Investor A shall have the right to match the terms of the most competitive bidder for up to 50% of the mortality risk to which the Mortality ROFO applied (i.e. 50% of 40% = 20%, or 50% of 100%, as the case may be).
Exchange of knowledge	¤ As part of a long-term partnership, AGER and Investor A will cooperate closely by exchanging knowledge and ideas on life back-book management and identifying further areas of collaboration.
Exclusivity	§ AGER will not place more than 1% of the AGER Equity to any insurance company, other than Investor A, Investor B and AHL without prior alignment with Investor A. § The Asset Management ROFO and the Preferred Transaction Involvement are granted exclusively to Investor A.

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY INVESTOR B

We refer to the "AGER Bermuda Holding Ltd. Summary of Terms of Proposed Private Offering And Principal Transaction Documents" posted in the Intralinks data room for Project Craft (the "AGER Term Sheet"). This summary of additional terms (this "Term Sheet") is based on the AGER Term Sheet and sets out certain additional terms with respect to a potential investment by Investor B in AGER Bermuda Holding Ltd. ("AGER"). Capitalized terms used in this Term Sheet shall have the meaning ascribed to them in the AGER Term Sheet, unless otherwise defined herein.

This Term Sheet is intended for discussion purposes only and does not bind Investor B, Athene Holding Ltd. ("AHL"), AGER or any other person in any way. The transaction described in this Term Sheet (the "Proposed Transaction") is subject to signing of the final and binding contracts by the applicable parties thereto.

The existence of and the terms contained in this Term Sheet as well as any discussions regarding the Proposed Transaction are subject to the Confidentiality Agreements entered into between AGER and its Affiliates (as defined therein) and each investor in AGER, including Investor B, shall be kept strictly confidential by all parties except to the extent permitted by the Confidentiality Agreements.

Investor B investment	§ EUR 75 million § Investment shall be made alongside third party investors in Class A common shares. § Voting cap of 9.9% for Class A common shares.
Right of first offer for mortality risk	§ For as long as Investor B holds 1.5% or more of the AGER Equity, AGER shall offer Investor B a right of first offer for at least 60% of any mortality risk that AGER chooses to sell or reinsure to a third-party ("Mortality ROFO") with the understanding that AGER will offer an equivalent right of first offer for the other 40% of any mortality risk to Investor A. § If Investor A declines the offered mortality risk, the Mortality ROFO for Investor B shall extend to 100% of AGER's mortality risk to be sold or reinsured.
Exchange of knowledge	¤ As part of a long-term partnership, AGER, AHL and Investor B will cooperate closely by exchanging knowledge and ideas on life back-book management and identifying further areas of collaboration.

Investor Disclosures

Name of Subscriber (Please print or type full legal name - do not abbreviate or use all caps):	Palmetto Athene Holdings (Cayman), L.P.
Entity Type (as applicable):	Limited Partnership
Jurisdiction of organization of Subscriber:	Cayman Islands
Address:	c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue George Town KY1-9005, Cayman Islands
Telephone:	(212) 822-0456
Facsimile:	N/A
Email:	jglatt@apollolp.com
Apollo Global Management, LLC:[1]	None.
AP Alternative Assets, L.P.:[1]	None.
Athene Holding Ltd.:[1]	5,546,327 common shares, prior to any sale contemplated by Athene Holding Ltd.'s March 28, 2017 prospectus.

[1] Please describe any direct or indirect ownership in detail. If there is no direct or indirect ownership, please write "None."

Total Commitment:	€70,000,000
Total Shares:	7,000,000
Initial Shares:	1
Future Shares:	6,999,999

Schedule 4.3(a)(i)

Subsidiaries

Subsidiary	**Jurisdiction of Organization**	**Percentage of Equity Interests Owned**
Athene Deutschland Verwaltungs GmbH	Germany	100% of shares held by the Company
Athene Deutschland Holding GmbH & Co. KG	Germany	100% of limited partnership interest held by the Company (Athene Deutschland Verwaltungs GmbH is the general partner)
Athene Deutschland GmbH	Germany	100% of shares held by Athene Deutschland Holding GmbH & Co. KG
Athene Lebensversicherung AG	Germany	100% of common stock owned by Athene Deutschland GmbH
Athene Pensionskasse AG	Germany	100% of common stock owned by Athene Deutschland GmbH
Athene Deutschland Anlagemanagement GmbH	Germany	100% of shares held by Athene Deutschland GmbH
Athene Real Estate Management Company S.à r.l.	Luxembourg	93.6% of shares held by Athene Deutschland GmbH 5.6% of shares held by Delta Lloyd N.V. 0.8% of shares held by Athene Deutschland Holding GmbH & Co. KG
Elementae S.A.	Luxembourg	100% of common stock owned by Athene Real Estate Management Company S.à r.l.

Subsidiaries

Athene Real Estate Management Company S.à r.l. – see Schedule 4.3(a)(i).

Subsidiaries

1. Athene Real Estate Management Company S.à r.l. Shareholders Agreement.

2. Domination Agreement, by and between Athene Lebensversicherung AG ("ALV") and Athene Deutschland GmbH ("AD GmbH"), dated October 1, 2015.

3. Profit and Loss Transfer Agreement, by and between ALV and AD GmbH, dated July 19, 2016.

4. Domination Agreement, by and between Athene Pensionskasse AG ("APK") and AD GmbH, dated October 1, 2015.

5. Profit and Loss Transfer Agreement, by and between APK and AD GmbH, dated July 19, 2016.

6. Domination and Profit and Loss Transfer Agreement, by and between Athene Deutschland Anlagemanagement GmbH ("ADAG") and AD GmbH, dated November 27, 2012.

Consents

Each investor who subscribes, directly or indirectly, for 10% of more of the Shares available in the Private Placement is required to file a change of control notification with BaFin and the BMA.

Related Party Insurance

None.

Exhibit 10.3

April 14, 2017

Palmetto Athene Holdings (Cayman), L.P.
c/o Intertrust Corporate Services (Cayman) Limited
190 Elgin Avenue
George Town KY1-9005, Cayman Islands

Ladies and Gentlemen:

In connection with an investment by Palmetto Athene Holdings (Cayman), L.P. (the "Investor") in AGER Bermuda Holding Ltd., a Bermuda domiciled insurance holding company (the "Company"), and as an inducement for such investment by the Investor in the Company (the "Investment"), the Company has agreed to provide the Investor with this letter agreement (this "Letter Agreement"). The Investor is, contemporaneously herewith, subscribing for an interest in the Company in a private placement (the "Private Placement") pursuant to the Subscription Agreement (the "Subscription Agreement") between the Investor and the Company.

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Subscription Agreement or the Shareholders Agreement (as defined in the Subscription Agreement), as applicable.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree to the definitions above and as follows:

1. **Definitions**. Notwithstanding anything contained in the Shareholders Agreement to the contrary, the Company agrees that for purposes of the Shareholders Agreement the Investor shall not be deemed an Apollo Shareholder.

2. **Post-7 Year ROFR Waiver**. Notwithstanding anything contained in the Shareholders Agreement to the contrary, the Company agrees not to exercise its right of first refusal rights under Section 2.2 of the Shareholders Agreement with respect to Transfers by the Investor following the seventh (7^{th}) anniversary of the Initial Share Issuance Date otherwise made in accordance with the provisions of the Shareholders Agreement.

3. **Notice**. The Company shall deliver Call Notices to the South Carolina Retirement System Investment Commission ("SCRSIC") at the address below at the same time any Call Notice is delivered to the Investor pursuant to Section 3.1 of the Subscription Agreement. Such Call Notice shall be substantially in the form of Exhibit C of the Subscription Agreement and shall contain the same information provided to the Investor.

South Carolina Retirement System Investment Commission
1201 Main Street, Suite 150c
Columbia, SC 29201
Attn: gberg@ic.sc.gov; dconnor@ic.sc.gov; rfeinstein@ic.sc.gov; jwingo@ic.sc.gov

4. **Beneficial Owners and Related Persons.**

(a) Related Party Insurance. For the avoidance of doubt, for purposes of Section 6.5 of the Subscription Agreement, (i) beneficiaries of the South Carolina Retirement Systems Group Trust ("SCRS") shall not be treated as "beneficial owners" of the Investor; (ii) the State of South Carolina and any agencies or instrumentalities thereof (other than SCRS) shall not be treated as "beneficial owners" of the Investor nor "related persons" of the Investor solely as a result of the Investor's relationship to the State of South Carolina and SCRS; (iii) fiduciaries and trustees of SCRS shall not be treated as "related persons" of the Investor solely because of such status and (iv) officers, directors and employees of any corporation or partnership that is a "related person" of the Investor shall not be treated as a "related person" of the Investor solely as a result of their status as an officer, director or employee, except in the case of any policy of insurance covering liability arising from the services performed as a director, officer or employee of such corporation or partnership.

(b) Agreement to Provide Certain Information; AEOI. The Company confirms that nothing in Section 2.10 of the Shareholders Agreement or Section 6.7 of the Subscription Agreement shall require the Investor Limited Partner to provide to the Company confidential nonpublic information relating to (i) beneficiaries of SCRS or (ii) the State of South Carolina or any agencies or instrumentalities thereof (other than SCRS); provided that if the Company reasonably concludes in good faith based on written advice of internationally recognized tax advisers and after consultation with the Investor that such confidential nonpublic information is required in order for the Company or any of its Affiliates to comply with reporting requirements necessary to avoid suffering any withholding taxes, interest, penalties or other expenses and costs under the AEOI Regimes and the Investor refuses to provide such confidential non-public information, the Company may, in its sole and absolute discretion, determine to use any of the remedies described in Section 2.10 of the Shareholders Agreement or Section 6.7 of the Subscription Agreement as if the Investor had committed an AEOI Compliance Failure.

5. **Information Rights for the Investor; Covenants.** The Investor shall be entitled to receive regular and suitable business (*e.g.*, sales, marketing and technology), financial and other information reasonably appropriate to monitor and manage its ownership interests and such other information as it may reasonably request, from time to time. Such information will include the following:

(a) Access to Records. The Company shall, and shall cause each Subsidiary of the Company to, afford the Investor and its officers, employees, advisors, counsel and other authorized representatives, during normal business hours, reasonable access, upon

reasonable advance notice, to all of the books, records and properties of the Company and each such Subsidiary and all officers and employees of the Company and each such Subsidiary.

(b) Business Plan. Except as otherwise determined by the Audit Committee, within seventy-five (75) days of the end of each fiscal year, the Company shall deliver management's most recently prepared projections and the current budget for the year-to-date for the Company and its Subsidiaries, in form, methodology and level of detail reasonably satisfactory to the Investor.

(c) Miscellaneous. As promptly as practicable upon becoming available, the Company shall provide to the Investor:

i. copies of all reports, press releases, notices, proxy statements and other documents sent by the Company or its Subsidiaries to its or their shareholders generally or released to the public and copies of all regular and periodic reports, if any, filed by the Company or its Subsidiaries with any securities exchange; provided that the filing of any such reports in any publicly available database or through any publicly available reporting system (including information which is available on any publicly available news web site) shall be deemed to constitute delivery to the Investor in compliance with this provision; provided, further, that no financial reports are required to be delivered pursuant to this Section 5(c)(i).

ii. notification in writing of any litigation or governmental proceeding (and any proposed compromise with respect to such litigation or governmental proceeding) in which the Company or any of its Subsidiaries is involved and which would likely, if determined adversely, materially and adversely affect the Company or any of its Subsidiaries;

iii. notification in writing of the existence of any default under any material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of their assets are bound which would likely materially and adversely affect the Company or any of its Subsidiaries;

iv. notification in writing of any material development to or affecting the business and affairs of the Company or any of its Subsidiaries, such as significant changes in management personnel and compensation or employee benefits, introduction of new lines of business, important acquisitions;

v. upon request, copies of all reports prepared for or delivered to the management of the Company or its Subsidiaries by its or their accountants;

vi. upon request, copies of any and all Board materials pertaining to the economic or financial performance of the Company; and

vii. upon request, any other routinely collected financial or other information available to management of the Company or its subsidiaries, subject to the

preservation of all applicable attorney-client privilege, attorney work product and other privileges.

(d) Privilege. Notwithstanding anything contained herein to the contrary, the Company is not required to provide any information or documents pursuant to this Letter Agreement if doing so would violate any confidentiality obligation or would waive or diminish any attorney-work product protections, attorney-client privileges or similar protections. In the event the Company withholds information or documents from the Investor in reliance upon Section 2.7(d) of the Shareholders Agreement, this Section 5(d) or Section 6 herein, to the extent it would not violate or erode the rationale for such withholding, the Company shall provide notice to the Investor briefly explaining what information or documents are being so withheld and the reason(s) therefor.

6. **Conflicts Committee.**

(a) Conflicts Log. Within seventy-five (75) days of the end of each fiscal quarter of the Company, the Company agrees to deliver to the Investor and SCRSIC, a copy of the Conflicts Log (as such term is defined in the Company's Conflicts Committee Procedures then in effect) as of the most recent fiscal quarter end; provided, that the Company reserves the right to withhold any information and to redact portions of the Conflicts Log if the Board determines in good faith that access to such information would adversely affect the attorney-client privilege between the Company and its counsel or would result in disclosure of trade secrets. The Investor agrees and acknowledges that the Conflicts Log and all information included in the Conflicts Log is and shall be considered Confidential Information.

(b) Amendments. The Company agrees to promptly provide to the Investor and SCRSIC copies of any and all amendments to the Conflicts Committee Charter or the Conflicts Committee Procedures.

7. **Confidentiality; Freedom of Information Act**. With respect to Section 4.16 of the Shareholders Agreement and Section 6.4 of the Subscription Agreement:

(a) The Company acknowledges that the Investor has reporting obligations to SCRS, which shall be deemed a "Representative" under the Shareholders Agreement and the Subscription Agreement.

(b) The parties acknowledge that SCRS, a limited partner in Apollo Palmetto Strategic Partnership, L.P. ("Palmetto") is a public agency subject to state laws, including without limitation, the South Carolina Freedom of Information Act ("FOIA"). FOIA provides generally that all records relating to a public agency's business, including reports of transaction and proceedings, are open to public inspection and copying, unless exempted under FOIA. To preserve the confidentiality of confidential information to be provided by the Company to the Investor in connection with the transaction contemplated hereby, the Company reserves the right, in its sole discretion, to provide such information to through alternative media (or require the Investor or Palmetto to provide such information to SCRS through alternative media) if the Company believes such alternative disclosure is necessary

to preserve the confidentiality of such information. The Investor agrees to reasonably cooperate with the Company in its efforts to maintain the confidentiality of such information. Notwithstanding the foregoing, the Investor acknowledges that it has been informed by the Company that the Company believes that the confidential information (other than the information set forth below in Section 7(c) of this Letter Agreement) provided to the Investor by the Company and its Subsidiaries hereunder will be exempt from disclosure as a "trade secret" under FOIA, and to the extent practicable and reasonable and to the extent permitted by applicable law, the Investor will use commercially reasonable efforts to (i) give prior notice to the Company of any request for disclosure of such information under FOIA, and (ii) reasonably cooperate with the Company (at the Company's sole cost and expense) in its efforts to maintain the confidentiality of any such information that is subject to request for disclosure under FOIA.

(c) Notwithstanding any other provision of the Shareholders Agreement or the Subscription Agreement, the Company hereby consents to disclosure by SCRS of (i) the fact that it has indirectly invested in the Company and the year such investment occurred, (ii) the type of investment that the investment in the Company represents (e.g., real estate, corporate finance or venture capital) and the geographical areas in which the Company operates (domestic or international), (iii) the amount of the Investor's aggregate investment in the Company, (iv) the amount of aggregate distributions to the Investor, (v) the internal rate of return resulting from the Investor's investment in the Company as independently prepared by or for the Investor, including such rate of return net of investment expenses and fees (it being understood that the Company makes no representation as to the calculations of such rate of return and when making such disclosure, SCRS shall indicate such calculations were those of SCRS), (vi) a brief description of the Company's business (as approved beforehand by the Company acting reasonably), and (vii) the value of the Investor's investment in the Company as reported by the Company. The Company confirms that the aforementioned items of information in clauses (i) through (iv) and (vi) through (vii) shall be provided to the Investor and the Investor may provide such information to SCRS.

8. **Validity of Letter Agreement; Entire Agreement**. In the event of a conflict between the provisions of this Letter Agreement and either the Shareholders Agreement or the Subscription Agreement, the provisions of this Letter Agreement shall control. This Letter Agreement, the Shareholders Agreement, the Subscription Agreement, and the documents referred to herein and therein constitute the entire agreement among the parties hereto relating to the Investor's investment in the Company.

9. **Other Agreements**. The Company hereby agrees to make available to the Investor and SCRSIC, as soon as practicable following the Closing Date, a summary of any preferential terms or rights granted to another subscriber for shares in the 2017 Private Placement (other than for Apollo, Athene and their respective Subsidiaries).

10. **Termination**. This Letter Agreement shall terminate on the earliest to occur of (a) the termination of the Shareholders Agreement, (b) the consummation of an Approved

Qualified Listing or (c) the date on which the Investor no longer owns any Common Shares of the Company.

11. **Governing Law**. This Letter Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws principles thereof.

12. **Miscellaneous**. This Letter Agreement may be executed in counterparts, each of which will constitute an original, but which together will constitute one and the same agreement. This Letter Agreement shall be binding on the parties hereto and their respective successors and assigns. The provisions of this Letter Agreement are severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision hereof. This Letter Agreement may be amended only by an instrument in writing executed by each of the parties hereto.

[signature page follows]

If the above correctly reflects your understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this Letter Agreement in the space provided below.

Yours faithfully,

AGER BERMUDA HOLDING LTD.

By: /s/ Tab Shanafelt
Name: Tab Shanafelt
Title: Director

Acknowledged and agreed
as of the date first above written:

PALMETTO ATHENE HOLDINGS (CAYMAN), L.P.

By: Apollo Palmetto Management, LLC, its general partner

By: /s/ Joseph D. Glatt
Name: Joseph D. Glatt
Title: Vice President

Exhibit 10.4

EXECUTION COPY

SUBSCRIPTION AGREEMENT

BY AND BETWEEN

AGER BERMUDA HOLDING LTD.

AND

APOLLO/CAVENHAM EUROPEAN MANAGED ACCOUNT II, L.P.

DATED AS OF APRIL 14, 2017

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SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into this 14th day of April, 2017, by and between AGER BERMUDA HOLDING LTD., a Bermuda exempted company limited by shares (the "Company"), and APOLLO/CAVENHAM EUROPEAN MANAGED ACCOUNT II, L.P. (the "Investor").

WITNESSETH:

WHEREAS, the Board of Directors of the Company (the "Board") has approved the sale and issuance of certain Class A common shares, Class B-1 common shares, Class B-2 common shares and Class C-1 common shares (collectively, the "Shares") in connection with the Company's private offering of Shares to certain investors (the "Private Placement");

WHEREAS, pursuant to this Agreement, the Investor will irrevocably subscribe for the number of Class A common shares set forth on Schedule A opposite the heading "Total Shares" (the "Total Shares");

WHEREAS, at the Closing (as defined below), the Investor will purchase from the Company, on the terms and conditions set forth in this Agreement, the number of Shares set forth on Schedule A opposite the heading "Initial Shares" (the "Initial Share");

WHEREAS, pursuant to such subscription, the Investor has agreed to purchase, from time to time thereafter (at the same purchase price per share and subject to the other terms and conditions hereof) pursuant to a Call Notice (as defined below), the number of Shares set forth on Schedule A opposite the heading "Future Shares" (the "Future Shares");

WHEREAS, in connection with the execution and delivery of this Agreement, the Investor will execute and deliver the Shareholders Agreement (as defined below) at the Closing; and

WHEREAS, the Company intends to (i) adopt and implement a management incentive plan to incentivize existing and future management of the Company and its Subsidiaries (as defined below) on terms substantially consistent with the terms set forth on Exhibit D ("Management Incentive Plan") and (ii) enter into subscription agreements, side letters and other agreements with to up to two (2) investors ("Additional Investors") that will execute a subscription agreement and subscribe for Shares as part of the Private Placement, on terms substantially consistent with the terms set forth on Exhibit E.

NOW, THEREFORE, for and in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, the parties agree as follows:

ARTICLE I
SUBSCRIPTION; PURCHASE PRICE FOR SHARES

Section 1.1 Subscription. The Investor hereby irrevocably subscribes for, and agrees to purchase as provided herein, the Total Shares, subject to the terms and conditions set forth in this Agreement (the "Subscription").

Section 1.2 Acceptance / Rejection of Subscription. Acceptance of the Subscription shall be evidenced by the execution of this Agreement by the Company. The Investor hereby acknowledges and agrees that the Company reserves the right to reject the Subscription evidenced by this Agreement in whole or in part for any reason whatsoever prior to the Subscription Closing. In the event that the Subscription is rejected by the Company, the Subscription shall become null and void and the Investor shall have no further obligations to the Company, other than the obligations of confidentiality as set forth herein. Until a duly executed copy of this Agreement is delivered by the Company to the Investor, the Investor shall have no obligations under this Agreement. The date on which the Company executes and delivers this Agreement to the Investor shall be referred to herein as the "Subscription Closing."

Section 1.3 Purchase Price for Shares; Payment for Shares.

(a) The purchase price for each Share to be purchased by the Investor pursuant to the terms hereof shall be equal to EUR 10.00 per share (the "Purchase Price").

(b) Payment for the Future Shares purchased by the Investor shall be made via Capital Call (as defined below) from time to time during the Commitment Period (as defined below), as shall be set forth in each Call Notice delivered by the Company to the Investor in accordance with the terms of this Agreement, which together with the payment for the Initial Share shall not exceed the Total Commitment (as defined below).

(c) The Investor shall make any payment for the purchase of Shares required under the terms of this Agreement by wire transfer to a bank account designated by the Company in writing to the Investor prior to the time such payment is due or by such other payment method as is mutually agreed to by the Investor and the Company.

ARTICLE II
CLOSING; COMPANY AGREEMENTS

Section 2.1 Closing.

(a) Subject to the notice requirement set forth in Section 2.1(c), the purchase and sale of the Initial Share shall take place on any business day designated by the Company as the Closing Date (as defined below) (the "Closing"), which Closing shall occur within ninety (90) calendar days following the later to occur of (i) the expiry of the waiting period of the German shareholder control procedure with the German Federal Financial Supervisory Authority (BaFin) with respect to all applicable investors in the Company and (ii) the receipt of regulatory approval from the Bermuda Monetary Authority (BMA) (collectively, the "Required Regulatory Approvals"), for the transactions contemplated by the Private Placement, at the offices of Conyers Dill & Pearman, Clarendon House, 2 Church Street, PO Box HM 666 Hamilton HM CX Bermuda, or such other

place as the Investor and the Company may mutually agree. The Company and the Investor shall use their commercially reasonable efforts to take all actions, including executing and delivering any additional instruments, agreements or documents, that are determined to be necessary, reasonably requested, advisable or desired to make each required regulatory filing and seek each Required Regulatory Approval as promptly as possible to effect the Closing.

(b) At the Closing and on the terms and subject to the conditions set forth in this Agreement, the Company shall issue and sell to the Investor in consideration of a payment equal to EUR 10.00, and the Investor shall pay such amount to the Company and shall purchase from the Company, the Initial Share.

(c) The Company shall provide notice of the Closing to the Investor no less than fifteen (15) business days prior to the Closing Date.

Section 2.2 Deliveries by the Company. Subject to the terms and conditions hereof, at the Closing, the Company will deliver the following to the Investor:

(a) Evidence of the due and valid registration of the Initial Share in the name of the Investor on the Register of Shareholders (as defined in the Second Amended and Restated Bye-laws of the Company substantially in the form attached hereto as Exhibit A (as may be revised pursuant to Section 2.5 below and as amended, restated, supplemented or modified from time to time, the "Bye-laws")) (or other applicable books and records of the Company);

(b) Evidence in respect of the authorization of the transactions contemplated by this Agreement;

(c) A certificate dated as of the date of the Closing (the "Closing Date") and signed by an authorized officer of the Company, certifying: (i) that the Organizational Documents (as defined in the Shareholders Agreement, effective as of the Closing Date, a copy of which is attached hereto as Exhibit B (as may be revised pursuant to Section 2.5 below and as such agreement may be amended, supplemented or modified from time to time, the "Shareholders Agreement")) of the Company (copies of which shall be attached to the certificate) are all true, complete and correct in all respects and remain unamended and in full force and effect; (ii) that the resolutions of the Board (copies of which shall be attached to the certificate) authorizing the execution and delivery by the Company of this Agreement and the performance by the Company of the transactions contemplated hereby have been approved and adopted and such resolutions remain in full force and effect; (iii) that the Company is in good standing in Bermuda and attaching to the certificate a copy of a certification of such good standing, or equivalent, which shall not be dated more than thirty (30) days prior to the Closing; and (iv) as to the incumbency of those officers of the Company executing this Agreement;

(d) A copy of the Shareholders Agreement, duly executed by the Company, together with confirmation that the Shareholders Agreement has been executed by all of the other shareholders of the Company; and

(e) All other documents, instruments and writings reasonably required to be delivered to the Investor by the Company at or prior to the Closing pursuant to this Agreement.

Section 2.3 Deliveries by the Investor. Subject to the terms and conditions hereof, at the Closing, the Investor will deliver the following to the Company, which shall be a condition to the Investor receiving the Initial Share:

(a) The payment for the Initial Share payable by the Investor in accordance with Section 2.1(b) of this Agreement;

(b) A copy of the Shareholders Agreement, duly executed by the Investor and providing that the Investor shall be an "Other Shareholder" (as defined in the Shareholders Agreement) thereunder;

(c) The duly executed consent of the Investor, consenting to the slate of director nominees to the Board recommended by the current Board or notifying the Company that such Investor intends to nominate its own slate of director nominees to the Board in a special election provided for under the Bye-laws that was provided to the Company at the time of execution of this Agreement; and

(d) All other documents, instruments and writings reasonably required to be delivered to the Company by the Investor at or prior to the Closing pursuant to this Agreement.

For purposes of Section 2.3(b), the Investor hereby (i) acknowledges that it has delivered to the Company a signature page to the Shareholders Agreement that has been duly executed by the Investor and (ii) irrevocably authorizes the Company, at its sole election, to append such signature page to the Shareholders Agreement, in substantially the form of Exhibit B, at the Closing (and the Investor agrees that upon such signature page being so appended, the Shareholders Agreement will be deemed to have been duly executed and delivered by the Investor).

Section 2.4 Fractional Shares. To the extent that any fractional Shares are issuable pursuant to this Agreement, each such fractional Share shall be rounded to the nearest hundredth of a Share.

Section 2.5 Company Agreements. The Investor hereby agrees and acknowledges that (i) the Company may enter into a Management Incentive Plan on terms substantially consistent with the terms set forth on Exhibit D after the Subscription Closing and before the Closing, (ii) the Company may enter into subscription agreements and related side letter agreements as part of the Private Placement after the Subscription Closing and before the Closing, with up to two (2) Additional Investors on terms substantially consistent with the terms set forth on Exhibit E, and (iii) the forms of the Shareholders Agreement and the Bye-laws may be revised to reflect such Management Incentive Plan, and any such subscription by an Additional Investor, as the Company deems appropriate consistent with Exhibits D and E, as applicable; provided, however, that, other than as set forth on Exhibit E, any such Additional Investor shall subscribe for Class A Shares on terms substantially similar to the terms agreed to by the Investor and, in any case, each such Additional Investor (x) shall acquire its initial Share at the Closing, (y) shall have a commitment period equal to the Commitment Period and (z) shall subscribe for Shares at a purchase price of EUR 10.00 per Share.

ARTICLE III
FINANCIAL COMMITMENT; STATUS OF SHARES

Section 3.1 Agreement to Purchase Shares.

(a) Subject to the terms, limitations and conditions of this Agreement, the Investor hereby commits to purchase an aggregate number of Shares equal to the number set forth on Schedule A opposite the heading "Total Shares" at the Purchase Price, by payment for the Initial Share at the Closing plus such Capital Call amounts specified by the Company from time to time pursuant to Call Notices during the Commitment Period in respect of Future Shares; provided, that in no event shall the aggregate Purchase Price payable for the Total Shares to be purchased by the Investor exceed the amount set forth on Schedule A opposite the heading "Total Commitment" (such amount, the Investor's "Total Commitment"). The "Remaining Commitment" means, at any time, an amount equal to the Investor's Total Commitment at such time reduced by the sum of: (i) the payment for the Initial Share paid by the Investor and (ii) the amount of the aggregate Purchase Price paid by the Investor in relation to the Capital Calls delivered by the Company to the Investor pursuant to and subject to the terms of this Section 3.1. During the Commitment Period, upon fifteen (15) business days' prior written notice from the Company, substantially in the form of Exhibit C attached hereto (each, a "Call Notice"), delivered after approval of the Board or the executive committee of the Board (the "Executive Committee") for such Capital Call has been obtained (unless the Investor has waived such fifteen (15) business-day period in writing or by funding such Capital Call as set forth in the Call Notice), the Company may require (subject, in each case, to the terms, limitations and conditions of this Agreement and the Shareholders Agreement) the Investor to fund all or part of its Remaining Commitment as specified in such Call Notice (each, a "Capital Call"). The amount called from the Investor pursuant to a Capital Call may not exceed the Investor's Remaining Commitment as of the date of the Call Notice to which such Capital Call relates, and in no event shall the Investor's aggregate Purchase Price paid for the Shares exceed the Investor's Total Commitment. For purposes of this Agreement, "business day" shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York or Bermuda are authorized or required by law to close.

(b) All Capital Calls shall be approved by a majority of the Executive Committee or the Board present at any duly convened meeting (or by a written consent signed by all of the members of the Executive Committee or the Board). The Company shall use its commercially reasonable efforts to manage the number of Capital Calls from the Investor in such a manner so that no more than three (3) Capital Calls are made during a particular calendar quarter; provided, however, that notwithstanding such efforts, Capital Calls may occur as often as the Company deems necessary but shall be made only during the Commitment Period. All Capital Calls shall be made on a proportionate basis to all persons with outstanding capital commitments to the Company on the basis of all such remaining capital commitments; provided, that the Company may issue Capital Calls on a non-proportionate basis with respect to (i) any call for capital contributions made by the Company to any directors, officers or employees of the Company, Athene Holding Ltd., Apollo Global Management, LLC or Apollo Asset Management Europe LLP, or of any Subsidiary of any of the foregoing, pursuant to any Management Incentive Plan (as defined in the Shareholders Agreement) and (ii) Capital Calls in an aggregate amount per annum not to exceed 1% of the total remaining capital commitments of all such persons identified in clause (i). In addition, Capital

Calls shall not be issued to Athene Holding Ltd. until such time as Athene Holding Ltd. would not own more Shares than its pro rata interest based on the amount of the total commitment of all investors, including Athene Holding Ltd.

(c) Each Capital Call for funding shall be accompanied by a Call Notice and shall specify in reasonable detail the purpose of the capital contributions to which such Capital Call relates and shall specify the number of Shares to be acquired by the Investor. The Investor shall not have the right to decline to purchase the Shares described in such Capital Call if such Capital Call has been made in accordance with this Agreement, except as provided in Section 3.5 hereof; provided, however, that the requirements of Section 3.1(f) are satisfied on the applicable Contribution Date.

(d) Each Call Notice shall set forth the date on which the purchase and sale of Shares shall take place pursuant to such Capital Call (the "Contribution Date"), which date shall be no earlier than the fifteenth (15^{th}) business day following the date of the Call Notice (unless the Investor has waived such fifteen (15) business-day period in writing or by funding such Capital Call as set forth in the Call Notice).

(e) If requested to do so prior to the designated Contribution Date with respect to a Capital Call, the Company shall delay the Contribution Date with respect to the Investor until the expiration or termination of governmentally imposed waiting periods and the obtaining of governmental approvals, if any, to allow the Company to make one or more required governmental filings or obtain one or more required governmental approvals and to allow the Investor that reasonably believes, based on the advice of counsel, that the Investor must make or obtain any such filings or approvals, to make and obtain such filings and approvals, in connection with such Capital Call (provided, that the Investor and the Company shall use their commercially reasonable efforts to take such actions, including executing and delivering such additional instruments, agreements or documents, that are determined to be necessary, reasonably requested, advisable or desired to make each such required governmental filing and seek each such required governmental approval as promptly as possible).

(f) On each Contribution Date and subject to the provisions of Section 3.1(a), (i) the Investor shall acquire the number of Shares specified in the Call Notice and shall make payment therefor by wire transfer to a bank account designated by the Company or by such other payments as is mutually agreed to by the Investor and the Company and (ii) the Company shall update the Register of Shareholders to reflect such purchase of such Shares and, solely upon the written request of the Investor, the Company will deliver to the Investor a certificate representing the Shares that the Investor is purchasing, or has purchased, pursuant to such Capital Call.

(g) Subject to Section 9.3 hereof, the Investor shall have the right to transfer its Shares and its Remaining Commitment solely in accordance with the Shareholders Agreement. For the avoidance of doubt, the Investor, as applicable, shall have the right to transfer its Total Commitment for estate planning purposes to any corporation, limited liability company, limited partnership or trust created for the benefit of the Investor or one or more of the Investor's parents, spouse, siblings or descendants; provided, that the Investor must retain exclusive voting control over the transferred Total Commitment. Such a transfer shall be a "Permitted Transfer" as defined in the Shareholders Agreement. If the Investor transfers its Total Commitment in the manner described above prior to

the delivery of the initial Call Notice to such Investor, the Company shall deliver the initial Call Notice to the transferee of such Investor in the manner described in Section 3.1(a).

(h) Notwithstanding anything to the contrary contained herein, the Company shall have the sole discretion and authority to take all actions necessary or required to reduce the Investor's Total Commitment to the extent such Total Commitment would create any adverse regulatory or tax consequences, including not receiving the Required Regulatory Approvals, for the Company or any shareholder or potential shareholder of the Company.

Section 3.2 Commitment Period. The "Commitment Period" shall mean the time period commencing on the Closing and continuing until the earlier of (i) the date on which the Remaining Commitment of the Investor is zero and (ii) the date that is the five (5) year anniversary of the Subscription Closing.

Section 3.3 Repurchase of Shares. To the extent that (i) the Company does not make any draws on capital during the Commitment Period, other than in connection with the purchase of the Initial Share or (ii) this Agreement is terminated pursuant to Section 8.1(b) (each a "Subscription Termination"), the Company shall, within fifteen (15) business days after the occurrence of a Subscription Termination, repurchase all of the Investor's Shares. The Company shall repurchase, and the Investor agrees to sell, the Shares in exchange for a payment to the Investor in an amount equal to (i) the amount paid for the Initial Share, plus (ii) interest on such amount, determined from the Closing Date to the date of repurchase, at a rate equal to the three-month London InterBank Offered Rate (LIBOR), determined as of the Closing Date and reset each three-month period thereafter, as reported in The Wall Street Journal or any successor selected by the Company.

Section 3.4 No Commitment for Additional Financing. The Company acknowledges and agrees that the Investor has not made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than the Total Commitment as set forth in this Agreement and subject to all terms and conditions set forth herein. In addition, the Company acknowledges and agrees that (a) no statements, whether written or oral, made by the Investor or its representatives before, on or after the date hereof shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (b) the Company shall not rely on any such statement by the Investor or its representatives and (c) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by the Investor and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. The Investor shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company (other than with respect to the Total Commitment as set forth in this Agreement), and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance (other than with respect to the Total Commitment as set forth in this Agreement).

Section 3.5 Default by Investor.

(a) An "Investor Event of Default" shall be deemed to have occurred if (i) the Investor or any of its permitted assigns (such Person, a "Defaulting Investor") fails or refuses to make payment on the Contribution Date in respect of its complete portion of any Capital Call validly made, and (ii) such default has continued in whole or in part for not less than ten (10) business days after the receipt of written notice by the Defaulting Investor from the Company that a period of at least five (5) business days has elapsed since the Contribution Date and the Defaulting Investor has, as of the date of such notice, failed to fund its portion of such duly and validly authorized Capital Call.

(b) Upon an Investor Event of Default, the Company may, at its option, undertake any of the following: (i) institute suit against the Defaulting Investor for the Defaulting Investor's defaulted portion of the Capital Call precipitating such Investor Event of Default, as well as (A) interest on past due amounts at a rate equal to the lesser of (I) the maximum amount permitted by applicable law and (II) the Prime Rate (as determined by JP Morgan Chase Bank in New York, New York or any successor thereto) plus two percent (2%) per annum, until the defaulted portion of the Capital Call is received by the Company and (B) reasonable costs and expenses of the Company in connection with such Investor Event of Default, (ii) automatically remove and terminate, without the consent of the Defaulting Investor, the Defaulting Investor's Preemptive Rights (if any), under Section 2.4 of the Shareholders Agreement and/or (iii) require the Investor to forfeit a fraction of its funded interest in the Company equal to the lesser of (A) all Shares previously acquired by such Defaulting Investor under this Agreement and (B) one-third of such Defaulting Investor's Total Shares (the "Defaulted Shares"). In addition, the Company may pursue any other rights and remedies available to the Company at law or equity. The Company shall use its commercially reasonable efforts to implement clause (iii) of this Section 3.5(b) in a manner so as to avoid causing a non-exempt "prohibited transaction" as defined in Section 406 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or applicable state law.

(c) Upon an Investor Event of Default, the Company shall have the right to determine, in its sole discretion, whether a Defaulting Investor shall be entitled to make any further contributions of capital to the Company; provided that such Defaulting Investor shall remain fully liable to the Company to the extent of its Total Commitment.

(d) The Company may offer one or more other Shareholders (as defined in the Bye-laws) the option of purchasing all or a portion of any Defaulted Shares.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants as of the date hereof to the Investor that:

Section 4.1 Organization; Good Standing; Qualification. The Company is a Bermuda exempted company limited by shares duly organized, validly existing and in good standing under the laws of Bermuda and has all requisite corporate power and corporate authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in

which the nature of the business transacted by it or the character of the properties owned or leased by it requires such qualification, except for those jurisdictions where the failure to be so licensed, qualified or in good standing would not have a material adverse effect on the business, prospects, condition (financial or otherwise), affairs, properties, assets, liabilities or operations of the Company and the Company Subsidiaries (as defined below), taken as a whole (a "Material Adverse Effect").

Section 4.2 Capitalization and Voting Rights.

(a) The authorized share capital of the Company is, and immediately prior to the Subscription Closing will be, US $10,000.00, divided into shares of US $0.001 par value, of which 100 shares are, and immediately prior to the Subscription Closing will be, issued and outstanding (the "Outstanding Shares").

(b) The Outstanding Shares have been duly authorized and validly issued, and were issued pursuant to valid exemptions from the registration or qualification requirements of the Securities Act of 1933, as amended (the "Securities Act"), and any relevant state securities laws. The Outstanding Shares are fully paid and non-assessable.

(c) Except as contemplated by this Agreement, those certain subscription agreements to be entered into in connection with the Private Placement (the "New Subscription Agreements"), any Management Incentive Plan and the Shareholders Agreement, there is not outstanding any option, warrant, profits interest, right (contingent or other, including conversion, exchange, participation, right of first refusal, co-sale or preemptive rights) or agreement for the purchase or acquisition from the Company of any shares of its capital stock or any options, warrants, profits interest or rights convertible into or exchangeable for any thereof. Except as contemplated by this Agreement, the Shareholders Agreement, the New Subscription Agreements and any Management Incentive Plan, there is no commitment by the Company to issue shares, subscriptions, warrants, options, profits interest, convertible or exchangeable securities or other such rights or to distribute to holders of its equity securities any evidence of indebtedness or asset. Except as contemplated by this Agreement, the Bye-laws, the Shareholders Agreement, a voting agreement among Apollo Global Management, LLC or an investment vehicle managed by Apollo Global Management, LLC or one of its Subsidiaries and Athene Holding Ltd. or one of its Subsidiaries relating to voting of Class B common shares in director elections and any Management Incentive Plan: (i) the Company is not a party or subject to any agreement or understanding, and, to the Company's knowledge, there is no agreement or understanding between or among any holders of the Company's capital stock relating to the acquisition, disposition or voting or giving of written consents with respect to any security of, or matter relating to, the Company or any Company Subsidiary, other than the New Subscription Agreements, (ii) the Company has no obligation (contingent or otherwise) to purchase, redeem or otherwise acquire any shares of its capital stock or other securities or any interest therein or to pay any dividend or make any other distribution in respect thereof, other than pursuant to the New Subscription Agreements, (iii) there are no restrictions on the transfer of the Company's capital stock other than those arising from securities, insurance regulatory and other laws and regulations and (iv) no Person is entitled to (A) any preemptive or similar right with respect to the issuance of any capital stock or other securities of the Company or (B) any rights with respect to the registration of any capital stock or other securities of the Company under the Securities Act.

(d) The rights and preferences of the Class A, Class B-1, Class B-2 and Class C-1 common shares immediately following the Closing are as set forth in the Bye-laws.

Section 4.3 Subsidiaries.

(a) Set forth on Schedule 4.3(a)(i) hereto is a list of all of the Company's direct and indirect Subsidiaries (each, a "Company Subsidiary" and collectively, the "Company Subsidiaries"), including each Company Subsidiary's jurisdiction of incorporation, formation or organization. Each Company Subsidiary is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, formation or organization and has all requisite power and authority to carry on its business as now conducted and as presently proposed to be conducted. Each Company Subsidiary is duly licensed or qualified to transact business and is in good standing (to the extent such concept applies in the applicable jurisdiction) in each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such licensing or qualification, except for those jurisdictions where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect. Except as set forth on Schedule 4.3(a)(ii), the Company owns, directly or indirectly, all outstanding equity interests of each Company Subsidiary.

(b) For purposes of this Agreement, a "Subsidiary" means, with respect to any given Person, any other Person in which the first Person directly or indirectly owns or controls the majority of the equity securities or voting securities able to elect the board of directors or comparable governing body. For purposes of this Agreement, "Person" shall be construed in the broadest sense and means and includes a natural person, a company, an enterprise, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization, a Gesellschaft mit beschränkter Haftung (GmbH), an Aktiengesellschaft (AG), a Kommanditgesellschaft (KG), a Gesellschaft mit beschränkter Haftung & Co. Kommanditgesellschaft (GmbH & Co. KG), a Societas Europaea (SE) and any other entity and any federal, state, municipal, foreign or other government, governmental department, commission, board, bureau, agency or instrumentality, or any private or public court or tribunal.

(c) There is not outstanding any option, warrant, right (contingent or other, including conversion, exchange, participation, right of first refusal, profits interest, co-sale or preemptive rights) or agreement for the purchase or acquisition from any Company Subsidiary of any shares of its capital stock or membership interests or any options, warrants or rights convertible into or exchangeable for any thereof. There is no commitment by any Company Subsidiary to issue shares, membership interests, subscriptions, warrants, options, convertible or exchangeable securities or other such rights or to distribute to holders of its equity securities any evidence of indebtedness or asset. Except as set forth on Schedule 4.3(c) hereto, no Company Subsidiary (i) is a party or subject to any agreement or understanding relating to the acquisition, disposition or voting or giving of written consents with respect to any security of, or matter relating to, a Company Subsidiary; (ii) has any obligation (contingent or otherwise) to purchase, redeem or otherwise acquire any shares of its capital stock, membership interests or other securities or any interest therein or to pay any dividend or make any other distribution in respect thereof and (iii) has any restrictions on the transfer of its capital stock or membership interests other than those arising from securities, insurance regulatory and other laws and regulations. No Person is entitled to (x) any preemptive or similar

right with respect to the issuance of any capital stock, membership interest or other securities of any Company Subsidiary or (y) any rights with respect to the registration of any capital stock, membership interest or other securities of any Company Subsidiary under the Securities Act.

Section 4.4 Authorization. The Company has all requisite corporate power and authority to execute and deliver this Agreement and the agreements contemplated herein to which it is a party, and to issue and sell the Shares, and to carry out the provisions of this Agreement and the other agreements contemplated herein to which it is a party. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement and the agreements contemplated herein, and the performance of all obligations of the Company hereunder and thereunder as of the date hereof and the authorization, issuance, sale, and delivery of the Shares in accordance with this Agreement has been taken. This Agreement has been duly and validly executed and delivered by the Company and constitutes, assuming this Agreement has been duly authorized, executed and delivered by the Investor, a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 4.5 Valid Issuance of Shares. The Shares that are being purchased by the Investor hereunder, when issued, sold, and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable, and will be free of all restrictions imposed by or through the Company other than restrictions as set forth in the Bye-laws, this Agreement or the Shareholders Agreement and under applicable securities, insurance regulatory and other laws and regulations.

Section 4.6 Offering. Based in part on the accuracy of the Investor's representations and warranties set forth in this Agreement, the offer, sale and issuance of the Shares as contemplated by this Agreement are exempt from the registration requirements of the Securities Act, and will be issued in compliance with all applicable federal and state securities and blue sky laws. Neither the Company nor anyone acting on its behalf will take any action hereafter that would cause the loss of such exemption. The issuance of Shares to the Investor will not be integrated with any other issuance of the Company's securities (past, current or future) for purposes of any shareholder approval provisions applicable to the Company or its securities.

Section 4.7 Consents. Except as set forth in Schedule 4.7, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority or any Person or entity is required on the part of the Company in connection with the execution, delivery and performance by the Company of this Agreement and issuance, sale and delivery of the Shares, except such filings as have been or will be made prior to the Closing Date, except any notices of sale required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act, or such other filings as may be required under applicable state securities laws, all of which will be timely filed within the applicable periods therefor.

Section 4.8 Compliance With Other Instruments. The Company is not in violation, breach or default of (and to its knowledge, no other Person or entity is in violation, breach or default of) (a) any provision of its Organizational Documents, (b) any provision of any mortgage, indenture, contract, lease, agreement or instrument to which it is a party or by which it is bound, or (c) any judgment, decree, order, writ, Bermudian, European, United States federal or state statute, rule or regulation, license or permit of any governmental authority applicable to it except for such violations, breaches or defaults that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The execution, delivery and performance by the Company of this Agreement and the agreements and transactions contemplated hereby will not (x) conflict with or result in, with or without the passage of time or giving of notice or both, any breach, default or loss of rights under, acceleration of, or give rise to any right of termination, rescission, acceleration or modification, under any such provision, mortgage, indenture, contract, lease, agreement, instrument, judgment, decree, order or writ or (y) result in the creation of any mortgages, pledges, security interests, liens, charges, claims, restrictions, easements or other encumbrances of any nature ("Liens") upon any of the properties or assets of the Company except, in the case of any date subsequent to the date hereof, for such conflicts, breaches, defaults, loss of contractual benefits, rights or Liens that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The Company does not have any knowledge of any termination or material breach or anticipated termination or material breach by any other party to any material contract to which it is a party or to which any of its assets is subject for which such termination or breach would result in a Material Adverse Effect. The Company's execution and delivery of this Agreement and its performance of the transactions and agreements contemplated hereby will not violate any instrument, agreement, judgment, decree, order, statute, rule or regulation of any governmental authority applicable to the Company except, in the case of any date subsequent to the date hereof, for such violations that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 4.9 Compliance With Laws. The Company and each Company Subsidiary has all franchises, permits, licenses and other rights and privileges from governmental authorities necessary to permit it to own its property and to conduct its business as it is presently conducted, except for such franchises, permits, licenses or other rights and privileges the failure to obtain or make any or all of which would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary currently has any reason to believe that it will be unable to obtain all franchises, permits, licenses and other rights and privileges from governmental authorities necessary to permit it to conduct its business as it is currently contemplated to be conducted or presently proposed to be conducted, except for such franchises, permits, licenses or other rights and privileges the failure to obtain or make any or all of which would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary is in violation of any law, regulation, authorization or order of any public authority relevant to the ownership of its properties or the carrying on of its business as it is presently conducted and as contemplated to be conducted, except for such violation which would not reasonably be expected to have a Material Adverse Effect. To the best of the Company's knowledge, each Company Subsidiary that is engaged in the business of insurance or reinsurance is duly organized and licensed as an insurance or reinsurance company in the

respective jurisdiction in which it is chartered or organized, and is duly licensed or authorized as an insurer or reinsurer in each other jurisdiction in which the conduct of its respective business requires it to be so licensed or authorized, except where the failure to be so licensed or authorized would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Company and each Company Subsidiary has filed all notices, reports, information statements, documents and other information with the insurance regulatory authorities of its respective jurisdiction of organization and domicile as are required to be filed pursuant to the insurance statutes of such jurisdictions, including the statutes relating to companies which control insurance companies, and the rules, regulations and interpretations of the insurance regulatory authorities thereunder (collectively, the "Insurance Laws"), and has duly paid all taxes (including franchise taxes and similar fees) it is required to have paid under the Insurance Laws, except where the failure to file such statements or reports or pay such taxes would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 4.10 Title to Property and Assets. The Company and each Company Subsidiary has good, valid and defensible title to its material properties and assets, and, to the Company's knowledge, all such material properties and assets are in good working order and state of repair, free and clear of all Liens other than Liens which do not, individually or in the aggregate, result in a Material Adverse Effect. With respect to the material property and assets it leases, to the Company's knowledge, the Company and each Company Subsidiary is in compliance with such leases and holds a valid leasehold interest free of any liens, claims, or encumbrances. To the Company's knowledge, all material leases of real or personal property to which the Company or any Company Subsidiary is a party are fully effective and afford the Company and each such Company Subsidiary (as applicable) peaceful and undisturbed possession and use of the property which is the subject matter of the lease.

Section 4.11 Investment Company Act. Neither the Company nor any Company Subsidiary is required to register as an "investment company" as that term is defined in, and is not otherwise subject to regulation under, the Investment Company Act of 1940 (the "Investment Company Act").

Section 4.12 Litigation. There is no material action, suit, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary, or against any officer or director, except as would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary is a party or subject to any order, writ, injunction, judgment or decree of any court or government agency or instrumentality, except for any order, writ, injunction, judgment or decree that would not reasonably be expected to have a Material Adverse Effect.

Section 4.13 Brokers. No Person, firm or corporation has, or will have, as a result of any action taken by the Company, any Company Subsidiary or any of their respective authorized representatives, in the context of the transaction specifically contemplated by this Agreement, any rights, interest or valid claim against or upon the Company or the Investor for any commission, fee or other compensation as a finder or broker or in any similar capacity.

Section 4.14 Taxes. Any tax returns required to be filed by the Company or any Company Subsidiary in any jurisdiction have been filed and any taxes, including any withholding taxes, excise taxes, penalties and interest, assessments and fees and other charges due or claimed to be due from such entities have been paid, other than any of those being contested in good faith and for which adequate reserves have been provided or any of those currently payable without penalty or interest, except to the extent that the failure to so file or pay would not result in a Material Adverse Effect.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants to the Company as of the date hereof and the Closing Date that:

Section 5.1 Authorization. The Investor has full power and authority to execute and deliver this Agreement and the other agreements contemplated herein to which it is a party, and to carry out the provisions of this Agreement and the other agreements contemplated herein to which it is a party. Any and all corporate or partnership action on the part of the Investor necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Investor hereunder at the Closing has been taken. Any and all corporate or partnership action on the part of the Investor necessary for the authorization, execution and delivery of the agreements contemplated herein to which it is a party will be taken prior to the Closing. This Agreement has been duly and validly executed and delivered by the Investor and constitutes, and the agreements contemplated herein to which the Investor is a party when executed and delivered will constitute, assuming due execution and delivery by the Company of this Agreement and the agreements contemplated herein to which the Company is a party, valid and legally binding obligations of the Investor, enforceable against the Investor in accordance with their respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 5.2 Purchase Entirely for Own Account. The Investor is (a) an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act and (b) acquiring the Shares being acquired by it hereunder for investment for its own account and not with a view to, or for resale in connection with, any distribution thereof or any arrangement or understanding with any other Person regarding the distribution of such Shares. The Investor will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the Shares except in compliance with the Securities Act and any applicable state securities or "blue sky" laws or an exemption therefrom. The Investor agrees that in the absence of either an effective registration statement covering the Shares or an available exemption from registration under the Securities Act or any applicable state securities or "blue sky" laws, the Shares must be held indefinitely. The Investor acknowledges that the Shares acquired by it hereunder have not been registered under the Securities Act or any applicable state securities or "blue sky" laws by reason of a specific exemption from the registration provisions of the Securities Act or any applicable state securities or "blue sky" laws which depends upon, among other things, the bona fide nature of the

investment intent and the accuracy of such party's respective representations as expressed in this Agreement.

Section 5.3 Investment Experience. The Investor confirms that it has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of an investment in the Shares and of making an informed investment decision and understands that (a) this investment is suitable only for an investor which is able to bear the economic consequences of losing its entire investment, (b) the purchase of the Shares by the Investor hereunder is a speculative investment which involves a high degree of risk of loss of the entire investment, and (c) there are substantial restrictions on the transferability of, and there will be no public market for, the Shares, and accordingly, it may not be possible for the Investor to liquidate the Investor's investment in case of emergency.

Section 5.4 Litigation. There is no action, suit, proceeding or investigation pending or, to the knowledge of the Investor, threatened against the Investor which is reasonably likely to adversely affect the validity of this Agreement or the agreements contemplated hereby or any material action taken or to be taken pursuant hereto or thereto (including the ability of the Investor to perform and comply with its obligations hereunder and thereunder), nor, to the knowledge of the Investor, has there occurred any event nor does there exist any condition on the basis of which any such material litigation, proceeding or investigation might properly be instituted.

Section 5.5 Brokers or Finders. No Person has or will have, as a result of the issuance of the Shares pursuant to this Agreement, any right, interest or valid claim against or upon the Company for any commission, fee or other compensation as a finder or broker because of any act or omission by the Investor or his or its respective agents or representatives.

Section 5.6 Jurisdiction of Organization. The Investor's entity type (as applicable) and jurisdiction of incorporation, formation or organization (as applicable) is set forth on Schedule A.

Section 5.7 Financial Ability. The Investor will have at the Closing, and, in connection with any future Capital Call properly made in accordance with Section 3.1, on each respective Contribution Date (subject to any exceptions set forth in this Agreement), sufficient liquid funds to satisfy such respective Capital Call.

Section 5.8 Acknowledgements.

(a) The Investor acknowledges and agrees that (i) the Company is not acting as a fiduciary or financial or investment adviser to the Investor; (ii) the Investor is not relying (for purposes of entering into this Agreement or otherwise) upon any advice, counsel or representations (whether written or oral) of the Company other than those representations expressly made hereunder; (iii) the Company has not given the Investor (directly or indirectly through any other Person) any assurance, guarantee, or representation whatsoever as to the expected prospects or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) of this Agreement or the business of the Company to be conducted after the Closing Date; (iv) the Company and its affiliates, and their respective officers, directors, employees, agents and representatives, do not make, have not made and shall not be

deemed to have made any representation or warranty to the Investor, express or implied, at law or in equity, with respect to (x) projections, estimates, forecasts or plans or (y) tax or economic or technical considerations of the Investor relating to the purchase of the Shares; (v) the Investor has received a copy of the preliminary investor memorandum, dated November 2016 (the "Preliminary Investor Memorandum") and a copy of the supplement to the Preliminary Investor Memorandum, dated March 31, 2017 (the "Supplement") relating to the Private Placement, and understands and agrees that each of the Preliminary Investor Memorandum and the Supplement speaks only as of its date and that the information contained in each of the Preliminary Investor Memorandum and the Supplement may not be correct or complete as of any time subsequent to its date; (vi) the Investor has consulted with the Investor's own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent the Investor deemed necessary, and the Investor has made its own decisions with respect to entering into this Agreement based upon the Investor's own judgment and upon any advice from such advisers the Investor has deemed necessary and not upon any view expressed by the Company; (vii) the Investor has received, carefully read and reviewed and is familiar with this Agreement and is entering into this Agreement with a full understanding of all the terms, conditions and risks hereof and thereof (economic and otherwise), and the Investor is capable of and willing to assume (financially and otherwise) those risks; and (viii) the Investor is a sophisticated entity familiar with transactions similar to those contemplated by this Agreement. The Investor acknowledges that it and its representatives and agents have been permitted full and complete access to the books and records, facilities, equipment, returns, contracts, insurance policies (or summaries thereof) and other properties and assets of the Company and the Company Subsidiaries that it and its representatives and agents have desired or requested to see and/or review, and that it and its representatives and agents have had a full opportunity to meet with the officers and knowledgeable employees of the Company and the Company Subsidiaries to discuss the business of the Company and the Company Subsidiaries and the terms of the purchase of the Shares to the full satisfaction of the Investor and that it and its representatives have conducted their own due diligence and other investigations, to the extent they have determined necessary or desirable, regarding the Company and the Company Subsidiaries and the Investor has determined to enter into and complete the transactions contemplated hereby based on such due diligence and investigations, and not in reliance on any representation or warranty or investigation made by, or information known by, any Person (other than the representations and warranties expressly set forth herein). The Investor is not purchasing the Shares as a result of, or subsequent to, any advertisement, article, notice or other communication published on the internet, in any newspaper, magazine or similar media or broadcast over television or radio, any seminar or meeting, or any solicitation of a subscription by a Person not previously known to it in connection with investments in securities generally. The Investor's acknowledgements and representations hereunder do not in any way undermine the express representations or warranties made by the Company hereunder.

(b) The Investor understands that the Company has not been registered as an investment company under the Investment Company Act in reliance upon an exemption from such registration.

(c) The Investor agrees to deliver to the Company such information as to certain matters under the Securities Act, the Investment Company Act, insurance regulatory and other laws and regulations as the Company may reasonably request in order to ensure compliance with such laws and regulations and the availability of any exemption thereunder.

(d) The Investor acknowledges that neither the Company nor any affiliate thereof has rendered any investment advice or securities valuation advice to the Investor, and that the Investor is neither subscribing for nor acquiring any interest in the Company in reliance upon, or with the expectation of, any such advice.

(e) The Investor's funds in respect of the payment for the Initial Share and any Capital Call will not originate from, nor will it be routed through, an account maintained at a Foreign Shell Bank (as defined below), an Offshore Bank (as defined below) or any other financial institution organized or chartered under the laws of a High Risk or Non-Cooperative Jurisdiction (as defined below), nor have they been or shall be derived from any activity that is deemed criminal under United States law.

(i) For purposes of this Agreement, "Foreign Shell Bank" means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate. "Foreign Bank" means an organization that (A) is organized under the laws of a country outside the United States; (B) engages in the business of banking; (C) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; (D) receives deposits to a substantial extent in the regular course of its business; and (E) has the power to accept demand deposits, but does not include the United States branches or agencies of a Foreign Bank. "Physical Presence" means a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank: (1) employs one or more individuals on a full-time basis; (2) maintains operating records related to its banking activities; and (3) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities. "Regulated Affiliate" means a Foreign Shell Bank that: (a) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the United States or a foreign country, as applicable; and (b) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

(ii) For purposes of this Agreement, "High Risk or Non-Cooperative Jurisdiction" means any foreign country or territory that has been designated as high risk or non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force ("FATF"), of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. See *http://www.fatf-gafi.org/publications/high-riskandnon-cooperativejurisdictions* for FATF's current list of High Risk and Non-Cooperative Jurisdictions.

(iii) For purposes of this Agreement, "Offshore Bank" means a bank located outside the country of residence of its depositors, with most of its account holders being non-residents of such jurisdiction.

(f) The Investor acknowledges and agrees that any distributions paid to it will be paid to the same account from which its capital contributions to the Company were originally remitted, unless the Company consents otherwise (such consent not to be unreasonably withheld).

(g) The Investor agrees that upon the Company's request, the Investor will provide to the Company any information requested that is necessary for the Company to prevent or reduce the rate of withholding on premiums or other payments it receives, to make payments to the Investor without or at a reduced rate of withholding, or to enable the Company to satisfy any reporting or withholding requirements under the Code or other applicable law. The Investor also agrees to provide, upon request by the Company, any certification or form required by law regarding such information with respect to the Investor (including with respect to the Investor's direct or indirect owners or controlling persons) that is requested by the Company, to the extent permissible to do so under applicable law. The Investor acknowledges that such information may be required by law to be disclosed to taxing or governmental authorities or to Persons making payments to the Company, and the Investor hereby consents to such disclosure. The Investor acknowledges that failure to provide the information requested by the Company pursuant to this paragraph may result in withholding on payments made to the Investor consistent with applicable law.

(h) The Investor acknowledges that the Company and/or its affiliates may be obliged under applicable laws to submit information to the relevant regulatory authorities if the Company and/or its affiliates know, suspect or have reasonable grounds to suspect that any Person is engaged in money laundering, drug trafficking or the provision of financial assistance to terrorism and that the Company and/or its affiliates may not be permitted to inform anyone of the fact that such a report has been made. The Investor is advised that, by law, the Company may be obligated to "freeze the account" of the Investor, either by prohibiting additional investments from the Investor, withholding distributions and/or segregating the assets in the account in compliance with governmental regulations, and the Company may also be required to report such action and to disclose the Investor's identity to United States Office of Foreign Asset Control or other authorities if the Investor is on the list of Specially Designated National and Blocked Persons maintained by the United States Office of Foreign Assets Control or if U.S. persons otherwise are prohibited from having dealings with the Investor under U.S. economic sanctions laws. The Investor further acknowledges that the Company may suspend the payment of distributions to the Investor if the Company reasonably deems it necessary to do so to comply with anti-money laundering or anti-terrorism regulations applicable to the Company, any of its affiliates or any of the Company's service providers.

(i) The Investor agrees that neither the Company nor any of its affiliates shall have any liability to the Investor for any loss or liability that the Investor may suffer to the extent that it arises out of, or in connection with, compliance by the Company and/or their affiliates in good faith with the requirements of applicable anti-money laundering and anti-terrorism legislation or regulatory provisions in connection with actual or alleged money laundering or terrorist financing by the Investor or suspicion thereof by the Company.

(j) The Investor acknowledges that the Company has relied and will rely upon the representations, warranties and covenants of the Investor set forth in this Agreement and that all such representations, warranties and covenants shall survive the date of this Agreement.

Accordingly, the Investor agrees to notify the Company promptly if there is any change with respect to any of the information or representations provided by the Investor in or pursuant to this Agreement, and to provide the Company with such further information as the Company may reasonably require.

(k) The Investor understands that the Company's assets will not constitute the assets of an employee benefit plan under ERISA or Section 4975 of the Code, or under the provisions of any laws or regulations that are similar to those provisions contained in Title I of ERISA or Section 4975 of the Code.

ARTICLE VI
COVENANTS AND AGREEMENTS

Section 6.1 Public Disclosure. Neither the Company nor the Investor shall, except as required by applicable law, regulation or stock exchange rule, issue any press release that describes the transactions contemplated herein and that identifies the Company, the Investor, or any of their respective affiliates without the prior consent of the Company or the Investor (as applicable), which consent shall not be unreasonably withheld. For the avoidance of doubt, the consent of the Investor shall not be required for any press release or other disclosure in regard to the transactions contemplated herein by the Company or its affiliates that does not identify such Investor.

Section 6.2 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all fees and expenses, including fees and expenses incurred in connection with the preparation, execution, and delivery of this Agreement and the transactions contemplated herein, shall be paid by the party incurring such fee or expense.

Section 6.3 Further Assurances. Subject to the terms and conditions set forth in this Agreement, each of the parties hereto shall use its commercially reasonable efforts (subject to, and in accordance with, applicable Law) to take, or cause to be taken, promptly all actions, and to do, or cause to be done, promptly and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including (a) the obtaining of all necessary actions or non-actions, waivers, consents and approvals, including any insurance related approvals from any governmental authority and the making of all necessary registrations and filings and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any governmental authority, (b) the obtaining of all necessary consents, approvals or waivers from third parties, (c) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated by this Agreement and (d) the execution and delivery of any additional certificates, documents or instruments necessary to consummate the transactions contemplated by this Agreement.

Section 6.4 Confidentiality.

(a) The Investor agrees that it will use the Confidential Information (as defined in Section 6.4(b) below) solely for the purpose of monitoring and managing its investment in the Company and will use reasonable precautions in accordance with its established procedures to keep such information confidential; provided, however, that any such information may be disclosed to the Investor's affiliates, co-investors, partners and its and their respective directors, officers, employees, agents, counsel, auditors, advisors, consultants and representatives (collectively, including such affiliates, co-investors and partners, the "Representatives") who do not compete with the Company and need to know such information for the purpose of monitoring and managing the Investor's investment in the Company (it being understood that such Representatives shall be informed by the Investor of the confidential nature of such information and agree to abide by these confidentiality provisions). To the extent permitted by applicable law, the Investor agrees to be responsible for any breach of this Agreement that results from the actions or omissions of its Representatives.

(b) The term "Confidential Information" means (i) all information related to the Company and the Company Subsidiaries provided to the Investor or any Representative thereof by or on behalf of the Company or its affiliates (the "Furnishing Parties"), and (ii) all analyses developed by the Investor or any Representative thereof using any information specified under clause (i) above. The term "Confidential Information" shall not include information that (A) is or becomes generally available to the public other than as a result of a disclosure by the Investor or any Representative thereof in violation of this Agreement, (B) was within the Investor's possession prior to its being furnished to it by a Furnishing Party or a representative thereof, provided, that the source of such information was not known by the Investor to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a Furnishing Party or any other party with respect to such information or (C) is or becomes available to the Investor on a non-confidential basis from a source other than a Furnishing Party or a representative thereof, provided that such source is not known by the Investor to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a Furnishing Party, or any other party with respect to such information.

(c) The Investor shall be permitted to disclose any Confidential Information in the event that the Investor is otherwise required by law, rule or regulation or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction and any securities exchange on which the securities of the Investor or any affiliate thereof are listed) or in connection with any legal proceedings (including pursuant to any special deposition, interrogation, request for documents, subpoena, civil investigative demand or arbitration). The Investor agrees that it will notify the Company as soon as practical in the event of any such disclosure (other than as a result of an examination by any regulatory agency), unless such notification shall be prohibited by applicable law or legal process.

(d) Notwithstanding the foregoing, the Investor shall be permitted to disclose certain information that may constitute Confidential Information in order to comply with its reporting obligations to its direct and indirect investors, co-investors and equity holders including: (i) the name and brief description of the Company and the date of the Investor's investment in the Company, (ii) the amount of the Investor's Total Commitment and such equity holder's indirect share of such

Total Commitment and (iii) the quarterly valuation of the Investor's investment in the Company; provided, that nothing in this Section 6.4(d) shall supersede the confidentiality obligations of the Investor set forth in the Confidentiality Agreement between the Company, on one hand and the Investor (or one of its affiliates), on the other hand, entered into in connection with the Private Placement (the "Confidentiality Agreement").

(e) With respect to Investor Confidential Information (as defined below) and subject to subsection (g) below, the Company shall not, directly or indirectly or voluntarily or involuntarily, (i) communicate, disclose, divulge, reveal or convey (whether orally, in writing or otherwise) in any manner or by any means of communication whatsoever to any person or entity or (ii) otherwise use or employ such Investor Confidential Information in any manner other than for purposes of facilitating the consummation of the Private Placement and any other transactions contemplated thereby. The term "Investor Confidential Information" means confidential information relating to the Investor provided pursuant to this Agreement, whether such confidential information is furnished directly by the Investor or any affiliate or Representative thereof.

(f) Notwithstanding the foregoing, Investor Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Company or any affiliate or representative thereof in violation of this Agreement, (ii) was within the Company's possession prior to such Investor Confidential Information being furnished to the Company by the Investor or an affiliate or Representative thereof, provided, that the source of such information was not known by the Company to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Investor or any other party with respect to such information or (iii) is or becomes available to the Company on a non-confidential basis from a source other than the Investor or any affiliate or Representative thereof, provided that such source is not known by the Company to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Investor, or any other party with respect to such Investor Confidential Information.

(g) The Company shall be permitted to disclose any Investor Confidential Information (i) to a financial institution in connection with any credit facility agreement or other financing arrangement relating to the transactions contemplated by this Agreement, including in respect of such financial institution's know your customer (KYC), anti-money laundering or other credit due diligence information requirements, (ii) to Athene Holding Ltd. or Apollo Global Management, LLC, or any Affiliate thereof, in connection with any reasonable business purpose and (iii) in the event that the Company is otherwise required by law, rule or regulation or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction and any securities exchange on which the securities of the Company or any affiliate thereof are listed) or in connection with any legal proceedings (including pursuant to any special deposition, interrogation, request for documents, subpoena, civil investigative demand or arbitration). The Company agrees that it will notify the Investor as soon as practical in the event of any such disclosure (other than as a result of an examination by any regulatory agency), unless such notification shall be prohibited by applicable law or legal process.

Section 6.5 Related Person Insurance.

(a) The Investor represents, warrants and covenants that (i) neither it nor any of its direct or indirect beneficial owners is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code) or (ii) if it or any of its direct or indirect beneficial owners is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code), then both immediately before and at all times after the transactions contemplated by this Agreement none of it, any related person to the Investor (within the meaning of Section 953(c) of the Code) or, to the actual knowledge of the Investor, any of its direct or indirect beneficial owners who is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code) or any related person to such a beneficial owner (within the meaning of Section 953(c) of the Code) (collectively, the "Investor Parties") are or will be (directly or indirectly) insured or reinsured by any Company Subsidiary (which list shall be updated as necessary by the Company and provided to the Investor) or any ceding company as specified in Schedule 6.5 hereto (which list shall be updated as necessary by the Company and provided to the Investor) to which any Company Subsidiary provides reinsurance. If the Investor breaches this representation and covenant, the Investor will be obligated to notify the Board as promptly as possible and the Board may pursue any applicable remedies set forth in Article 5 of the Bye-laws.

(b) The Investor represents, warrants and covenants that no Investor Party currently owns, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P., Apollo Global Management, LLC or Athene Holding Ltd. that are treated as equity for U.S. federal income tax purposes, other than as set forth on Schedule A hereto. Unless otherwise agreed by the Company and such Investor (such agreement being set forth on Schedule A hereto or in another written agreement approved by the Company's Board), the Investor covenants that (i) no Investor Party shall hereafter acquire, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P. or Apollo Global Management, LLC that are treated as equity for U.S. federal income tax purposes; and (ii) if any Investor Party owns, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P. or Apollo Global Management, LLC that are treated as equity for U.S. federal income tax purposes, no Investor Party shall hereafter acquire, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in Athene Holding Ltd. that are treated as equity for U.S. federal income tax purposes, other than from a member of the Apollo Group (as such term is defined in the Bye-laws) in a distribution with respect to an equity interest held in such member of the Apollo Group. No Investor Party will make any investment that, to the actual knowledge of the Investor at the time the Investor Party becomes bound to make the investment, would cause such Investor Party to own (directly, indirectly or by attribution pursuant to Section 958 of the Code) stock (for this purpose, including any other instrument or arrangement that is treated as equity for U.S. federal income tax purposes and any stock that such Investor Party has an option to acquire) of the Company possessing fifty percent (50%) or more of (a) the total voting power of all classes of stock of the Company entitled to vote or (b) the total value of stock of the Company.

(c) The Investor agrees that no Investor Party shall enter into a transaction that, to the actual knowledge of the Investor at the time such Investor Party becomes bound to enter into the

transaction, could reasonably be expected to cause any "United States Person", as such term is defined in Section 957(c) of the Code, to own (directly, indirectly or by attribution pursuant to Section 958 of the Code) stock (for this purpose, including any other instrument or arrangement that is treated as equity for U.S. federal income tax purposes and any stock that such United States Person has an option to acquire) of the Company possessing fifty percent (50%) or more of (i) the total voting power of all classes of stock of the Company entitled to vote or (ii) the total value of stock of the Company.

(d) Notwithstanding anything to the contrary herein, upon a breach of this Section 6.5, the Investor will be required to take any reasonable action the Board deems appropriate, it being understood that the Investor will in no instance be liable for monetary damages with respect to a breach of this Section 6.5.

(e) This Section 6.5 shall not apply to any Investor that is a member of the Apollo Group (as such term is defined in the Bye-laws).

Section 6.6 Change in Entity Classification. The Company shall provide prompt notice to the Investor of any change in the entity classification of the Company for U.S. tax purposes.

Section 6.7 AEOI. The U.S. tax provisions commonly known as the Foreign Account Tax Compliance Act, the regulations (whether proposed, temporary or final), including any subsequent amendments, and administrative guidance promulgated thereunder (or which may be promulgated in the future) and any applicable intergovernmental agreements in respect thereof (or any similar intergovernmental agreements which may be applicable to the Company or any Company Subsidiary), including any implementing legislation, regulations and guidance promulgated (or which may be promulgated) thereunder and any subsequent amendments to any of the foregoing ("FATCA") and similar withholding or information reporting provisions, including the "Common Reporting Standard" developed by the OECD and any legislation, regulations, intergovernmental agreements and guidance in respect thereof (all such provisions, collectively with FATCA, the "AEOI Regimes") impose or may impose a number of obligations on the Company or Company Subsidiaries. In this regard:

(a) The Investor acknowledges that, in order to comply with the provisions of the AEOI Regimes and avoid the imposition of U.S. federal withholding tax, the Board may, from time to time and to the extent provided under the AEOI Regimes, (i) require further information and/or documentation from the Investor, which information and/or documentation may (A) include, but is not limited to, information and/or documentation relating to or concerning the Investor, the Investor's direct and indirect beneficial owners (if any), and any such Person's identity, residence (or jurisdiction of formation) and income tax status, and (B) need to be certified by the Investor under penalties of perjury, and (ii) provide or disclose any such information and documentation to governmental agencies of the United States or other jurisdictions (including the U.S. Internal Revenue Service (the "IRS")) and Persons from or through which the Company or any Company Subsidiary may receive payments or with which the Company or any Company Subsidiary may have an account (within the meaning of the AEOI Regimes).

(b) The Investor agrees that it shall provide such information and/or documentation concerning itself and its direct and indirect beneficial owners (if any), as and when requested by the Board, as the Board, in its sole discretion, determines is necessary or advisable for the Company to comply with its obligations under the AEOI Regimes, including, but not limited to, in connection with the Company or any of its affiliates entering into or amending or modifying an "FFI Agreement," as defined under the AEOI Regimes (each, an "FFI Agreement"), with the IRS and maintaining ongoing compliance with such agreement. The Investor should consult its tax advisors as to the type of information that may be required from the Investor under this Section 6.7.

(c) Consistent with the AEOI Regimes, the Investor agrees to waive any provision of law of any jurisdiction that would, absent a waiver, prevent the Company's compliance with its obligations under the AEOI Regimes, including under any FFI Agreement, and hereby consents to the disclosure by the Company or any Company Subsidiary of any information regarding the Investor (including information regarding its direct and indirect beneficial owners, if any) as the Company or any Company Subsidiary determines is necessary or advisable to comply with the AEOI Regimes (including the terms of any FFI Agreement).

(d) The Investor acknowledges that if the Investor does not timely provide and/or update the requested information and/or documentation or waiver, as applicable (an "AEOI Compliance Failure"), the Board may, in its sole and absolute discretion and in addition to all other remedies available at law, in equity or under the Shareholders Agreement, cause the Investor to withdraw from the Company in whole or in part.

(e) To the extent that the Company or any affiliate thereof suffers any withholding taxes, interest, penalties or other expenses or costs on account of the Investor's AEOI Compliance Failure, unless otherwise agreed by the Board, (i) the Investor shall promptly pay upon demand by the Board to the Company or, at the Board's direction, to the relevant affiliate, an amount equal to such withholding taxes, interest, penalties and other expenses and costs, or (ii) the Board may reduce the amount of the next distribution or distributions which would otherwise have been made to the Investor or, if such distributions are not sufficient for that purpose, reduce the proceeds of liquidation otherwise payable to the Investor by an amount equal to such withholding taxes, interest, penalties and other expenses and costs; provided, that (A) if the amount of the next succeeding distribution or distributions or proceeds of liquidation is reduced, such amount shall include an amount to cover interest on the amount of such withholding taxes, interest, penalties and other expenses and costs at the lesser of (1) the rate of two percent (2%) per annum over the rate of interest announced publicly from time to time by JPMorgan Chase Bank in New York, New York as such bank's prime rate, and (2) the maximum rate permitted by applicable law, and (B) should the Board elect to so reduce such distributions or proceeds, the Board shall use commercially reasonable efforts to notify the Investor of its intention to do so. Whenever the Board makes any such reduction of the proceeds payable to the Investor pursuant to clause (ii) of the preceding sentence, for all other purposes the Investor may be treated as having received all distributions (whether before or upon liquidation) unreduced by the amount of such reduction. Unless otherwise agreed to by the Board in writing, the Investor shall indemnify and hold harmless the Company and its affiliates from and against any withholding taxes, interest, penalties or other expenses or costs with respect to the Investor's AEOI Compliance Failure.

(f) The Investor acknowledges that the Board (or the applicable affiliate of the Company) will determine in its sole discretion how to comply with the AEOI Regimes.

(g) The Investor acknowledges and agrees that it shall have no claim against the Board or the Company (or its affiliates) for any damages or liabilities attributable to any AEOI Regimes compliance related determinations pursuant to Section 6.7(f).

ARTICLE VII
INDEMNIFICATION

Section 7.1 Agreement to Indemnify.

(a) The Company hereby agrees to indemnify, defend and hold harmless the Investor and its successors and assigns, representatives and affiliates, and their respective directors, officers, partners, members, managers, employees and agents (collectively, the "Investor Group") from and against all claims, actions or causes of action, assessments, demands, losses, damages, judgments, settlements, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' and accounting fees and expenses of any nature whatsoever, whether actual or consequential (collectively, "Damages"), asserted against, imposed upon or incurred directly by any member of the Investor Group by reason of or resulting from a breach of any agreement or representation or warranty or covenant by the Company contained herein.

(b) The Investor hereby agrees to indemnify, defend and hold harmless the Company and the Company Subsidiaries, and each officer and director of the Company or the Company Subsidiaries (collectively, the "Company Group"), and their successors and assigns, from and against all Damages, asserted against, imposed upon or incurred directly by any member of the Company Group by reason of or resulting from a breach of any agreement or representation, warranty or covenant by the Investor contained herein.

ARTICLE VIII
TERMINATION

Section 8.1 Termination. This Agreement (a) may be terminated by either party hereto when the Investor has fully funded the Total Commitment or (b) shall terminate, and the transactions contemplated hereby abandoned, if all Required Regulatory Approvals shall not have been obtained by June 30, 2018. If this Agreement is terminated as described in this ARTICLE VIII, this Agreement shall become null and void and of no further force and effect, except for the provisions of ARTICLE VI, ARTICLE VII, ARTICLE VIII, and ARTICLE IX which shall survive such termination. Nothing in this ARTICLE VIII shall be deemed to release any party from any liability for any willful breach by such party of the terms and provisions of this Agreement. For the avoidance of doubt, the representations and warranties set forth in ARTICLE IV and ARTICLE V shall survive the date hereof.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Notices. All notices required to be given hereunder shall be in writing and shall be deemed to be duly given if personally delivered, telecopied or electronically mailed and confirmed, or mailed by certified mail, return receipt requested, or nationally recognized overnight delivery service with proof of receipt maintained, at the following address (or any other address that any such party may designate by written notice to the other parties):

AGER Bermuda Holding Ltd.
96 Pitts Bay Road
Pembroke, HM08, Bermuda
Attention: AGER Legal Department
Telephone: (441) 279-8400
Email: AGER-Legal@athene.com

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry J. Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

and

Linklaters LLP
Prinzregentenplatz 10
81675 Munich

Germany
Attention: Dr. Wolfgang Krauel
Telephone: +49 89 41 80 83 26
Email: wolfgang.krauel@linklaters.com

If to the Investor, as set forth on Schedule A.

Any such notice shall, if delivered personally, be deemed received upon delivery; shall, if delivered by telecopy or electronic mail (receipt confirmed), be deemed received on the first business day following confirmation; shall, if delivered by overnight delivery service, be deemed received the first business day after being sent; and shall, if delivered by mail, be deemed received upon the earlier of actual receipt thereof or three (3) business days after the date of deposit in the United States mail. Notwithstanding the foregoing, all notices sent to the Investor in hard copy form shall also be emailed to the Investor at the email address set forth on Schedule A, and all notices sent to the Investor shall be made available in either downloadable or printable format.

Section 9.2 Entire Agreement. This Agreement, together with the Exhibits, the Shareholders Agreement and the Confidentiality Agreement, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Notwithstanding the foregoing, the Confidentiality Agreement entered into by the Investor (or one of its affiliates) and the Company shall survive the execution and delivery of this Agreement, and if the Investor is not a party to such agreement, the Investor agrees to be bound by such agreement in the same manner as its affiliate party thereto.

Section 9.3 Binding Effect; Assignment; No Third Party Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Except as otherwise expressly provided in this Agreement or the Shareholders Agreement, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party without the consent of the other party. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties hereto, and their respective heirs, legal representatives, successors, and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.4 Severability. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

Section 9.5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

Section 9.6 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect in any manner the meaning or interpretation of this Agreement.

Section 9.7 Gender. Pronouns in masculine, feminine, and neutral genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

Section 9.8 References. All references in this Agreement to Sections and other subdivisions refer to the Sections and other subdivisions of this Agreement unless expressly provided otherwise. The words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Whenever the words “include,” “includes” and “including” are used in this Agreement, such words shall be deemed to be followed by the words “without limitation.” Each reference herein to an Exhibit, Annex or Schedule refers to the item identified separately in writing by the parties hereto as the described Exhibit, Annex or Schedule to this Agreement. All Exhibits,

Annexes and Schedules are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 9.9 Injunctive Relief. The parties hereto acknowledge and agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement without posting a bond, and shall be entitled to enforce specifically the provisions of this Agreement, in any court of the United States or any state thereof having jurisdiction, in addition to any other remedy to which the parties may be entitled under this Agreement or at law or in equity.

Section 9.10 Consent to Jurisdiction.

(a) The parties hereto hereby irrevocably submit to the exclusive jurisdiction of either the courts of Bermuda or the courts of the State of New York and the federal courts of the United States of America located in the County of New York, in the State of New York, and appropriate appellate courts therefrom, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement, the Shareholders Agreement or any of the transactions contemplated hereby brought in such courts or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is being given solely for purposes of this Agreement and the Shareholders Agreement and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a party to this Agreement may become involved.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action, or proceeding of the nature specified in subsection (a) above by the mailing of a copy thereof in the manner specified by the provisions of Section 9.1.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 9.11 Amendment. The provisions of this Agreement may be amended, waived or modified only with the written consent of the Investor and the Company; provided, that no amendment shall be made to reduce or eliminate an Investor's Remaining Commitment (pursuant to this Agreement or any equivalent subscription agreement) except as contemplated by Section 3.5(c) hereof.

Section 9.12 Waiver. No failure or delay by a party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

Section 9.13 Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts (including without limitation, facsimile counterparts), each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 9.14 Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other party hereto reasonably may request in order to carry out the provisions of this Agreement and the consummation of the transactions contemplated hereby.

Section 9.15 Adjustments for Share Splits, Etc. Wherever in this Agreement (including the Exhibits attached hereto) there is a reference to a specific number of shares of stock of the Company of any class or series, or a price per share of such stock, or consideration received in respect of such stock, then, upon the occurrence of any subdivision, combination, or stock dividend of such class or series of stock, the specific number of shares or the price so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of stock by such subdivision, combination, or stock dividend.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY:

AGER BERMUDA HOLDING LTD.

By: /s/ Tab Shanafelt,
Name: Tab Shanafelt
Title: Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

APOLLO/CAVENHAM EUROPEAN MANAGED ACCOUNT II, L.P.

By: Apollo/Cavenham EMA Management II, LLC, *its investment manager*

By: Apollo Capital Management, L.P., *its sole member*

By: Apollo Capital Management GP, LLC, *its general partner*

By: /s/ Joseph D. Glatt ,
Name: Joseph D. Glatt
Title: Vice President

EXHIBIT A

SECOND AMENDED AND RESTATED BYE-LAWS
OF AGER BERMUDA HOLDING LTD.

EXHIBIT B

AGER BERMUDA HOLDING LTD. SHAREHOLDERS AGREEMENT

See attached.

EXHIBIT C

AGER BERMUDA HOLDING LTD. CALL NOTICE

Reference is hereby made to that certain Subscription Agreement (the "Agreement") dated as of April 14, 2017, by and between AGER Bermuda Holding Ltd. (the "Company") and Apollo/Cavenham European Managed Account II, L.P. (the "Investor"). Terms used in this Call Notice and not otherwise defined herein shall have the respective meanings set forth in the Agreement. Pursuant to ARTICLE III of the Agreement, the Company hereby requests that the Investor make capital contributions to the Company as follows:

1. Aggregate Amount of Capital Call EUR _____

2. Number of Class A common shares to be Acquired _____

3. Date Funds Required to be received by the Company _____ ("Contribution Date")

4. Instructions for Wire Transfer:

5. The Company represents and warrants, in connection with the above referenced Capital Call as of the date hereof that:

   (a) The Person signing this instrument is the duly elected, qualified and acting officer of the Company as indicated below such officer's signature hereto having all necessary authority to act for the Company in making this notice for capital contributions.

   (b) The Company is not subject to any condition that would render this Capital Call invalid under the Agreement and all actions taken by the Company with respect to this Call Notice have been properly authorized by the Company.

IN WITNESS WHEREOF the undersigned officer of the Company has executed this Call Notice on behalf of the Company on this [●] day of [●], [●].

AGER BERMUDA HOLDING LTD.

By: _____
Name:
Title:

Capitalization

[To be inserted on delivery of Call Notice]

EXHIBIT D

SUMMARY OF TERMS OF MANAGEMENT INCENTIVE PLAN

See attached.

AGER

MANAGEMENT EQUITY PLAN TERM SHEET[1]

In connection with the proposed private offering of equity interests of AGER Bermuda Holdings Ltd. ("AGER", together with any member of its group, the "AGER Group"), we are pleased to provide you with this indicative, non-binding term sheet (this "Term Sheet") which sets out a summary of the outline terms on which it is proposed certain senior managers will participate in a management equity plan ("MEP").

This Term Sheet is intended to be, and shall be construed only as, a summary of the key terms related to the MEP and does not contemplate the terms or structure of any management co-invest arrangements.

Issuer:	A newly incorporated corporate vehicle (the "Company") established in a jurisdiction to be determined following completion of tax analysis in the relevant jurisdictions. It is currently contemplated that certain senior managers ("Managers") shall invest directly into the Company. AGER, Apollo or one or more of their affiliates shall control the Company but will have no economic rights.
Capital Structure[2]:	AGER's capital structure will consist of class A shares (held by persons who are not members of the Apollo Group), and class B shares (issued to members of the Apollo Group). AGER will issue a new class or classes of shares to the Company, which shall constitute the sweet equity shares. AGER, Apollo or one or more of their affiliates shall hold class A voting shares in the Company ("Class A Shares"). The Managers shall hold class B non-voting shares in the Company ("Class B Shares").
Voting / Governance:	Each of the Class A Shares shall have one vote.

[1] Note: For the purposes of this Term Sheet, we have assumed that the Managers will be based in the United Kingdom, Germany, Bermuda or Benelux. Structuring may change subject to tax and regulatory considerations.

[2] Note: Capital structure and voting/governance rights of the Company to be confirmed following confirmation of both the Company's jurisdiction of incorporation and its legal form.

Hurdles:	Subject to meeting certain vesting requirements as set out below, internal rate of return ("IRR") and multiple on invested capital ("MOIC") hurdles on the amounts invested into AGER by class A holders and class B holders of AGER, the Company shall be eligible to receive distributions in an amount up to 7.5% of the profits made by AGER, as follows: (i) if the investors in AGER realise, on their total capital invested in AGER, a MOIC of at least 1x, the Company shall be entitled to receive an amount equal to 2.5% of the profits made by AGER; plus (ii) if the investors in AGER realise, on their total capital invested in AGER: a. both (a) a 17.5% IRR and (b) a MOIC of at least 1.75x, the Company shall be entitled to receive an amount equal to 2.5% of the profits made by AGER; or b. both (a) a 22.5% IRR and (b) a MOIC of at least 2.25x, the Company will be entitled to receive an amount equal to 5% of the profits made by AGER.
Distributions:	All distributions shall be paid to the holders of Class B Shares in the Company pro rata, based on the number of Class B Shares held by each such holder.
Vesting:	Each Manager's Class B Shares will vest over a 5 year period beginning on the later of (i) the investment date, and (ii) the date upon which he or she commenced employment with (or otherwise became engaged to provide services to) the AGER Group (the "Commencement Date"). Each Manager's Class B Shares will vest in 5 equal tranches on each of the first, second, third, fourth and fifth anniversaries of the Commencement Date. In the event of a Change of Control for cash consideration, each Manager's vesting percentage shall be deemed to be 100%. All vesting of any Manager's Class B Shares will cease immediately following the date upon which notice of termination of such Manager's employment/engagement is given (whether by the AGER Group or by such Manager), and the Manager's Class B Shares shall be subject to a call option.

Call Option:	In the event that a Manager's employment or engagement (including re their position as a director or officer) (directly or indirectly) is terminated, for a period of 180 days thereafter such Manager's Class B Shares may be repurchased, redeemed, cancelled, and/or acquired by a designee of the Company upon the terms set out below (the "Call Option"). (i) Good Leaver - If a Manager is deemed a Good Leaver, the Company or its designee(s) (including but not limited to the AGER Group), shall be entitled (but not obligated) to repurchase, redeem, cancel and/or acquire (a) the vested portion of such Manager's Class B Shares at a price equal to their Fair Market Value, and (b) the unvested portion of such Manager's Class B Shares at a price equal to the lesser of the original subscription cost and their Fair Market Value. (ii) Bad Leaver - If a Manager is deemed a Bad Leaver, the Company or its designee(s) (including but not limited to the AGER Group), shall be entitled (but not obligated) to repurchase, redeem and/or cancel all of such Manager's Class B Shares at a price equal to the lesser of the original subscription cost and their Fair Market Value.
Leaver Terms:	"Bad Leaver" shall mean a Manager who (i) resigns or terminates their employment or engagement (directly or indirectly) with the AGER Group without Good Reason, other than as a Good Leaver, or (ii) is dismissed or removed from service for Cause. "Good Leaver" shall mean a Manager who: (i) dies; (ii) becomes permanently disabled; (iii) has his/her engagement terminated by the AGER Group or any affiliate thereof for reasons other than Cause such that he or she is not engaged by the AGER Group or any affiliate thereof; or (iv) is qualified as a Good Leaver by the board of [AGER / the Company] acting in its entire discretion on a case-by-case basis and without creating any precedent.

"Good Reason" shall mean voluntary resignation by the Manager after any of the following actions are taken by the AGER Group without the Manager's consent: (i) a material reduction of greater than [10%] on the Manager's base salary, or (ii) a material reduction in the Manager's duties or responsibilities in breach of applicable law; provided, however, that none of the events described in the foregoing clauses (i) or (ii) shall constitute good reason unless (A) the Manager has notified the AGER Group in writing describing the events which constitute good reason within forty-five (45) days following the initial existence of the condition, (B) the AGER Group fails to cure such events within sixty (60) days after its receipt of such written notice and (C) the Manager actually terminates his or her engagement with the AGER Group within ninety (90) days following the end of such cure period.

"Cause" shall mean:

(i) the Manager's commission of a criminal offence which can be sanctioned by imprisonment or a wilful and material act of dishonesty;

(ii) failure to devote sufficient time and attention to the performance of the Manager's duties;

(iii) the Manager's dismissal, removal or non-renewal for gross negligence or wilful misconduct;

(iv) the Manager's suspension or other disciplinary action against the Manager by an applicable regulatory authority; or

(v) material breach by the Manager of or failure to perform his/her obligations under any agreement entered into between the Manager and AGER (or any affiliate thereof), and/or any by-laws, policies or procedures of AGER (or any affiliate thereof), or material breach by the Manager of any legal duty to AGER (or any affiliate thereof), or material failure by the Manager to follow the lawful and proper instructions of the board of the Company, another supervisory or management board of AGER (or any affiliate thereof), or any material failure by the Manager to cooperate in any audit or investigation of AGER (or any affiliate thereof), in each case after written notice of the breach or of the failure that has not been remedied within 30 days from the date of receipt of notice by the Manager (to the extent remedy is reasonably possible),

in each case, as determined by the board of [AGER / the Company] in its sole discretion.

Transfers:	No direct or indirect transfers by any Manager permitted, without the consent of the board of [AGER / the Company], excluding customary permitted transfers to privileged relations, family trusts and in the case of corporate entities, to affiliates. Any transferee must enter into a deed of adherence to the SHA (as defined below).
Liquidity:	AGER / the board of the Company will make all decisions concerning the form and timing of liquidity events for the Company.
Tag-Along/ Drag-Along:	Each Manager will be entitled to participate pro rata in any Drag-Along sale or transfer of securities in the Company, on the basis of each Manager's shareholding in the Company (and with any proceeds allocated on the basis of a hypothetical liquidation of Company). Managers will also be entitled to exercise customary Tag-Along rights, provided that a simple majority of Managers have elected to exercise such Tag-Along rights.
Public Sale / Solvent Reorganization:	AGER / the board of the Company may undertake a Public Sale (e.g., initial public offering) or a Solvent Reorganization (e.g., merger, consolidation, recapitalization, transfer of assets or securities, liquidation, exchange of securities, conversion of entity, formation of new entity, etc.) without the consent of any Manager. In such case, each Manager shall be required to cooperate and take all actions reasonably required to effect such a Public Sale or Solvent Reorganization, provided that its respective pro rata equity interests relative to the Company and AGER are not adversely affected and in the case of a Solvent Reorganization, its rights under the equity documents are materially preserved.
Exit:	Each Manager shall fully co-operate with the board of the Company / the AGER Group upon an exit. Each Manager shall take all reasonable actions requested by the board of the Company / the AGER Group in connection with such exit.
Restrictive Covenants:	The Equity Documents (as defined below) will contain certain standard restrictive covenants with respect to the Managers, including non-solicit and confidentiality provisions.
Tax:	Management will acquire their Class B Shares at fair market value, which will be supported by a valuation based on the anticipated economics of the Class B Shares including any relevant 'option value' for UK, German, and any other relevant jurisdiction's tax purposes.

The Managers will be responsible for any taxes (including social security charges) incurred by the Company, their employer company or any other relevant entity in connection with their participation in the Class B Shares (whether the issuance thereof or receipt of proceeds thereon) or otherwise in connection with the Equity Documents (as defined below) and shall enter into a tax indemnity on customary terms to this effect. Management will also be required to enter into customary tax elections in any relevant jurisdiction (including, but not limited to, section 431 elections in the UK) as requested by any relevant company.

The Managers will not be entitled to rely upon any advice or opinions received by the Company or AGER from their tax, financial and legal advisors in connection with the structuring of the MEP. Accordingly, in evaluating the MEP, the Managers should obtain and rely upon the advice of their own independent tax, financial and legal advisors.

Equity Terms:

The terms set out in this Term Sheet will be reflected in a securityholders' agreement (the "SHA") and a related subscription agreement (together with the SHA, the "Equity Documents").

The organizational documents of the Company and its relevant subsidiaries will be "vanilla" in form and will reflect (or will be revised to reflect), to the fullest extent permitted by law, the terms of the SHA. In all events, the SHA will govern in the event of any conflict or inconsistency. Each Manager will agree to take all action in its power and authority to act in accordance with the terms of the SHA so as to ensure that the provisions of the SHA will be given full force and effect, subject to applicable laws.

Transaction Conduct:

Expenses: Save as set out herein, each party shall bear its own fees, costs and expenses in connection with the negotiation of this Term Sheet and the arrangements contemplated herein.

Confidentiality: Each of the Manager, AGER and the Company acknowledges and agrees that this Term Sheet shall be treated as confidential.

Non-binding effect: It is understood that while this Term Sheet constitutes a summary of the current intentions of the parties with respect to the potential investment in the Company, this Term Sheet is not intended to, and does not, (a) constitute a legally binding agreement; or (b) contain all matters upon which agreement must be reached with respect to matters to be included in the SHA.

Governing Law and Jurisdiction Any binding agreement between AGER, the Company and the Manager will be governed by, and construed in accordance with, the laws of England.

THIS TERM SHEET IS FOR DISCUSSION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS PROVIDING SPECIFIC LEGAL OR TAX ADVICE FOR ANY JURISDICTION. THE SUBSCRIPTION TO THE SHARES OF THE COMPANY SHALL TAKE PLACE THROUGH EXECUTION OF A DEED OF SUBSCRIPTION AND ADHERENCE BY THE MANAGERS TO THE SECURITYHOLDERS' AGREEMENT APPLICABLE TO THE COMPANY.

EXHIBIT E

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY ADDITIONAL INVESTORS

See attached.

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY INVESTOR A

We refer to the "AGER Bermuda Holding Ltd. Summary of Terms of Proposed Private Offering And Principal Transaction Documents" posted in the Intralinks data room (the "Data Room") for Project Craft (the "AGER Term Sheet"). This summary of additional terms (this "Term Sheet") is based on the AGER Term Sheet and sets out certain additional terms with respect to a potential investment by the Investor A in AGER Bermuda Holding Ltd. ("AGER"). Capitalized terms used in this Term Sheet shall have the meaning ascribed to them in the AGER Term Sheet, unless otherwise defined herein.

This Term Sheet is intended for discussion purposes only and does not bind Investor A, Athene Holding Ltd. ("AHL"), AGER or any other person in any way. The transaction described in this Term Sheet (the "Proposed Transaction") is subject to signing of the final and binding contracts by the applicable parties thereto.

The existence of and the terms contained in this Term Sheet as well as any discussions regarding the Proposed Transaction are subject to the Confidentiality Agreements entered into between AGER and its Affiliates (as defined therein) and each investor in AGER, including the Investor A, and shall be kept strictly confidential by all parties except to the extent permitted by the Confidentiality Agreements.

The Investor A investment	§ EUR 250 million § Investment shall be made alongside third party investors in Class A common shares. § Voting cap of 9.9% for Class A common shares. § After the expiration of the Commitment Draw Period, Investor A has the right to require AGER to acquire all of Investor A's shares in AGER for a total purchase price of EUR 1.00.
AGER Capital Calls	¤ AGER shall make capital calls as set forth in section 2.12 of the AGER Shareholders Agreement posted in the Data Room

Board representation	§ Investor A shall have the right to nominate one out of the nine members of the AGER Board. § The Investor A representative on the AGER Board shall be an active or retired senior manager of Investor A. § Investor A's nomination right shall remain in place for as long as Investor A holds 7.5% or more of the AGER Equity.
Representation on AGER board committees	¤ The Director nominated by Investor A shall (i) be a member of the Transaction Committee and (ii) have observer status on the Conflicts Committee.
Profits Interest on the Investor A investment	¤ Apollo and/or AHL, as applicable, shall fully waive the Profits Interest with respect to Investor A's investment in AGER, i.e. Investor A will participate in the Profits Interest *pro rata* to its initial investment in AGER Equity.
Profits Interest on third parties' investment	§ In addition to Apollo and/or AHL, as applicable, fully waiving the Profits Interest with respect to Investor A's investment, Apollo shall share with Investor A 12.5% of the remaining Profits Interest on the investment of third parties, i.e. after the make-whole of Apollo, AHL and Investor A. § In calculating the remaining Profits Interest, only the make-whole of Apollo, AHL and Investor A shall be considered and any make-whole granted to other third party investors shall not reduce Investor A's 12.5% share.

Right of first offer for asset management mandates	§ For as long as Investor A holds 7.5% or more of the AGER Equity, and subject to the other limitations set forth below, AGER/AAME shall offer Investor A a right of first offer for all sub-advisory asset management mandates under the IAA with respect to Approved Investment Classes (as defined below) ("Asset Management ROFO"). § An "Approved Investment Class" shall mean investment-grade fixed income securities, asset classes that Apollo, AAM or AAME are not managing and any other asset class that AGER, AAME and Investor A may agree upon from time to time. § Any engagement of Investor A is subject to Investor A providing competitive services and fees. Fees for any engagement must be approved by the Conflicts Committee. § With respect to any asset management mandate to which the Asset Management ROFO applies, and for which Investor A has declined to provide services or is not selected to provide services, Investor A shall have the right to match the terms of the most competitive bidder for up to 50% of such asset management mandate, provided that the assets under management subject to such mandate are not less than EUR 200 million and the selection of Investor A for such asset management mandate shall be subject to the terms of the preceding paragraph. § Best efforts to work with the ALV board to transfer any already existing Investment Grade mandates to an investment manager affiliate of Investor A within 6 months after the effective date of the agreement between AGER/AAME and Investor A. § AGER/AAME shall have the right to withdraw the mandate if Investor A's performance is in the lowest quartile of a peer group (to be further defined) for more than 12 consecutive months and remediation measures did not succeed

Preferred transaction involvement of Investor A	§ AGER, Apollo and Investor A shall enter into an agreement governing the "Preferred Transaction Involvement" of the parties as described below, which will apply for so long as Investor A holds 7.5% or more of the AGER Equity. § Investor A has an interest in the acquisition of property and casualty ("P&C") businesses as well as P&C and life/health distribution, whereas AGER will primarily target life insurance books of businesses. § The Preferred Transaction Involvement shall relate to acquisitions (whether of a company or a block of business) by AGER in the member states of the European Union (excluding the U.K.) and Switzerland (each a "Potential AGER Transaction"). § Regular (at least quarterly) update meetings will be held with Investor A by AGER to share and discuss Potential AGER Acquisition opportunities with Investor A. § AGER shall inform and provide timely details to Investor A of any planned acquisitions that fall within the Preferred Transaction Involvement. § In connection with any Potential AGER Acquisition, AGER will be precluded from partnering with a third party (including any Apollo Fund entity) unless AGER has provided Investor A with the exclusive opportunity to discuss, and to agree on terms for, partnering with AGER on the Potential AGER Acquisition. However, AGER is free to speak to and pursue the Potential AGER Acquisition with a third party (including any Apollo Fund entity) or alone, if a combined approach is not pursued because: (i) Investor A has declined such opportunity affirmatively; or (ii) AGER and Investor A have not agreed on terms for the Potential AGER Acquisition within a reasonable period of time. § In case AGER and Investor A agree to jointly approach a potential M&A target within the scope of the Preferred Transaction Involvement, AGER and Investor A agree to the following procedure: o Both AGER and Investor A shall value separately the part of the target business each party plans to acquire; the sum-of-parts of AGER's valuation and Investor A's valuation will then form the maximum total price to be offered for the target business o Investor A is not obliged to front any transaction for AGER. § The Preferred Transaction Involvement will restrict Apollo from setting up or acquiring any alternative life insurance acquisition vehicle for transacting business in the member states of the European Union (including the U.K.) and Switzerland besides AGER and AHL; provided that Apollo shall remain free to (i) remain invested in Apollo's existing insurance businesses as long as they do not compete with AGER, and (ii) acquire or invest in targets that do not pursue essentially the same business model as AGER by operating predominantly as run-off life and annuity insurance businesses. § In case the combined approach will not be pursued by AGER and Investor A with respect to a Potential AGER Acquisition, both AGER and Investor A are free to speak to other potential partners or to bid alone. § All discussions and negotiations shall be in good faith of a long-term partnership; it is the parties' understanding that the commitments under the Preferred Transaction Involvement shall not be circumvented in any way, for instance by activities of related parties. § Subject to the restrictions above, the Preferred Transaction Involvement will not limit or otherwise apply to Apollo. § Investor A shall be under no obligation to share, comment on, or provide any details regarding, any planned or potential acquisition or disposal by Investor A. Investor A shall at all times remain free to acquire or dispose of any company without having to inform AGER or Apollo. However, in the good faith of a long-term partnership, Investor A will, at its own full discretion, reach out to AGER in case they intend to sell a company or block of business that may be of interest for AGER to acquire.

Right of first offer for mortality risk	§ For as long as Investor A holds 7.5% or more of the AGER Equity, AGER shall offer Investor A a right of first offer for at least 40% of any mortality risk that AGER chooses to sell or reinsure to a third-party ("Mortality ROFO") with the understanding that AGER will offer an equivalent right of first offer for the other 60% of any mortality risk to Investor B. § If Investor B declines the offered mortality risk, the Mortality ROFO for Investor A shall extend to 100% of AGER's mortality risk to be sold or reinsured. § With respect to any mortality risk to which the Mortality ROFO applies, and which Investor A has declined to acquire or reinsure or which Investor A is not selected to acquire or reinsure, Investor A shall have the right to match the terms of the most competitive bidder for up to 50% of the mortality risk to which the Mortality ROFO applied (i.e. 50% of 40% = 20%, or 50% of 100%, as the case may be).
Exchange of knowledge	¤ As part of a long-term partnership, AGER and Investor A will cooperate closely by exchanging knowledge and ideas on life back-book management and identifying further areas of collaboration.
Exclusivity	§ AGER will not place more than 1% of the AGER Equity to any insurance company, other than Investor A, Investor B and AHL without prior alignment with Investor A. § The Asset Management ROFO and the Preferred Transaction Involvement are granted exclusively to Investor A.

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY INVESTOR B

We refer to the "AGER Bermuda Holding Ltd. Summary of Terms of Proposed Private Offering And Principal Transaction Documents" posted in the Intralinks data room for Project Craft (the "AGER Term Sheet"). This summary of additional terms (this "Term Sheet") is based on the AGER Term Sheet and sets out certain additional terms with respect to a potential investment by Investor B in AGER Bermuda Holding Ltd. ("AGER"). Capitalized terms used in this Term Sheet shall have the meaning ascribed to them in the AGER Term Sheet, unless otherwise defined herein.

This Term Sheet is intended for discussion purposes only and does not bind Investor B, Athene Holding Ltd. ("AHL"), AGER or any other person in any way. The transaction described in this Term Sheet (the "Proposed Transaction") is subject to signing of the final and binding contracts by the applicable parties thereto.

The existence of and the terms contained in this Term Sheet as well as any discussions regarding the Proposed Transaction are subject to the Confidentiality Agreements entered into between AGER and its Affiliates (as defined therein) and each investor in AGER, including Investor B, shall be kept strictly confidential by all parties except to the extent permitted by the Confidentiality Agreements.

Investor B investment	§ EUR 75 million § Investment shall be made alongside third party investors in Class A common shares. § Voting cap of 9.9% for Class A common shares.
Right of first offer for mortality risk	§ For as long as Investor B holds 1.5% or more of the AGER Equity, AGER shall offer Investor B a right of first offer for at least 60% of any mortality risk that AGER chooses to sell or reinsure to a third-party ("Mortality ROFO") with the understanding that AGER will offer an equivalent right of first offer for the other 40% of any mortality risk to Investor A. § If Investor A declines the offered mortality risk, the Mortality ROFO for Investor B shall extend to 100% of AGER's mortality risk to be sold or reinsured.
Exchange of knowledge	¤ As part of a long-term partnership, AGER, AHL and Investor B will cooperate closely by exchanging knowledge and ideas on life back-book management and identifying further areas of collaboration.

Investor Disclosures

Name of Subscriber (Please print or type full legal name - do not abbreviate or use all caps):	Apollo/Cavenham European Managed Account II, L.P.
Entity Type (as applicable):	Initial Exempted Limited Partnership
Jurisdiction of organization of Subscriber:	Cayman Islands
Address:	c/o Maples Corporate Services Limited PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands
Telephone:	(212) 822-0456
Facsimile:	None.
Email:	jglatt@apollolp.com
Apollo Global Management, LLC:[1]	None.
AP Alternative Assets, L.P.:[1]	None.
Athene Holding Ltd.:[1]	None.

[1] Please describe any direct or indirect ownership in detail. If there is no direct or indirect ownership, please write "None."

Total Commitment:	€14,000,000
Total Shares:	1,400,000
Initial Shares:	1
Future Shares:	1,399,999

Schedule 4.3(a)(i)

Subsidiaries

Subsidiary	**Jurisdiction of Organization**	**Percentage of Equity Interests Owned**
Athene Deutschland Verwaltungs GmbH	Germany	100% of shares held by the Company
Athene Deutschland Holding GmbH & Co. KG	Germany	100% of limited partnership interest held by the Company (Athene Deutschland Verwaltungs GmbH is the general partner)
Athene Deutschland GmbH	Germany	100% of shares held by Athene Deutschland Holding GmbH & Co. KG
Athene Lebensversicherung AG	Germany	100% of common stock owned by Athene Deutschland GmbH
Athene Pensionskasse AG	Germany	100% of common stock owned by Athene Deutschland GmbH
Athene Deutschland Anlagemanagement GmbH	Germany	100% of shares held by Athene Deutschland GmbH
Athene Real Estate Management Company S.à r.l.	Luxembourg	93.6% of shares held by Athene Deutschland GmbH 5.6% of shares held by Delta Lloyd N.V. 0.8% of shares held by Athene Deutschland Holding GmbH & Co. KG
Elementae S.A.	Luxembourg	100% of common stock owned by Athene Real Estate Management Company S.à r.l.

Subsidiaries

Athene Real Estate Management Company S.à r.l. – see Schedule 4.3(a)(i).

Subsidiaries

1. Athene Real Estate Management Company S.à r.l. Shareholders Agreement.

2. Domination Agreement, by and between Athene Lebensversicherung AG ("ALV") and Athene Deutschland GmbH ("AD GmbH"), dated October 1, 2015.

3. Profit and Loss Transfer Agreement, by and between ALV and AD GmbH, dated July 19, 2016.

4. Domination Agreement, by and between Athene Pensionskasse AG ("APK") and AD GmbH, dated October 1, 2015.

5. Profit and Loss Transfer Agreement, by and between APK and AD GmbH, dated July 19, 2016.

6. Domination and Profit and Loss Transfer Agreement, by and between Athene Deutschland Anlagemanagement GmbH ("ADAG") and AD GmbH, dated November 27, 2012.

Consents

Each investor who subscribes, directly or indirectly, for 10% of more of the Shares available in the Private Placement is required to file a change of control notification with BaFin and the BMA.

Related Party Insurance

None.

Exhibit 10.5

EXECUTION VERSION

April 14, 2017

Apollo Management Holdings, L.P.
9 West 57th Street
New York, New York 10019

Athene Holding Ltd.
Chesney House
96 Pitts Bay Road
Pembroke
HM08 Bermuda

Ladies and Gentlemen:

Contemporaneously herewith, Palmetto Athene Holdings (Cayman), L.P. (the "Investment Vehicle") is subscribing to purchase certain common shares (the "Palmetto Shares") of AGER Bermuda Holding Ltd. ("AGER") pursuant to a subscription agreement being entered into between the Investment Vehicle and AGER in connection with a private placement of equity securities being undertaken by AGER (the "Private Placement").

Apollo Palmetto Athene Management, LLC (the "Palmetto Athene IM"), as the investment manager of the Investment Vehicle's sole limited partner, Apollo Palmetto Athene Partnership, L.P., possesses discretionary authority with respect to the exercise of all voting rights associated with the Palmetto Shares (subject to the terms of the Second Amended and Restated Exempted Limited Partnership Agreement of Apollo Palmetto Athene Partnership, L.P., including, without limitation, Section 5.2(c)(iv) thereof). Furthermore, we understand that in connection with the Private Placement, Apollo Management Holdings, L.P., an affiliate of the Palmetto Athene IM, will be entering into a voting agreement (in substantially the form attached hereto as Exhibit I, the "Voting Agreement") pursuant to which AMH will agree to:

(1) vote, or cause to be voted, all AMH Voting Shares (as defined below), at all applicable times (and whether at a meeting of shareholders or by written consent of shareholders), for any two individuals (the "Athene Director Designees") designated by Athene Holding Ltd. ("Athene") to be elected to the board of directors of AGER (the "Board") or, in the absence of any such designation from Athene, each Athene Director Designee previously designated by Athene that is then serving on the Board if such Athene Director Designee is still eligible to serve as provided in AGER's bye-laws; and

(2) vote, or cause to be voted, all AMH Voting Shares, and to take all other actions necessary or desirable, at all applicable times and in whatever manner, that are necessary to ensure that:

(a) the Board is comprised of at least two Athene Director Designees;

(b) no Athene Director Designee may be removed from office other than for cause or as requested by Athene; and

(c) any vacancies created by the resignation, removal or death of an Athene Director Designee will be filled pursuant to the provisions of the Voting Agreement.

The term "AMH Voting Share" means any voting common share of AGER (i) that is owned by AMH or any subsidiary thereof or (ii) over which AMH or any such subsidiary otherwise has the right to vote for the election of directors to the Board, and therefore includes the Palmetto Shares.

The South Carolina Retirement System Investment Commission, on behalf of the South Carolina Retirement Systems Group Trust (the "SCRSIC"), is a limited partner of Apollo Palmetto Athene Partnership, L.P.. As such, SCRSIC hereby acknowledges, and irrevocably consents to, AMH or an affiliate thereof from time to time voting, and otherwise taking all actions with respect to, the Palmetto Shares in accordance with the Voting Agreement.

Very truly yours,

THE SOUTH CAROLINA RETIREMENT
SYSTEM INVESTMENT COMMISSION, ON
BEHALF OF THE SOUTH CAROLINA
RETIREMENT SYSTEMS GROUP TRUST

By: /s/ Rebecca Gunnlaugsson
Name: Rebecca Gunnlaugsson
Title: Chair

EXHIBIT I

FORM OF VOTING AGREEMENT

Exhibit 10.6

April 14, 2017

Apollo Management Holdings, L.P.
9 West 57th Street
New York, New York 10019

Athene Holding Ltd.
Chesney House
96 Pitts Bay Road
Pembroke
HM08 Bermuda

Ladies and Gentlemen:

Contemporaneously herewith, Apollo/Cavenham European Managed Account II, L.P. (the "Investment Vehicle") is subscribing to purchase certain common shares (the "Cavenham Shares") of AGER Bermuda Holding Ltd. ("AGER") pursuant to a subscription agreement being entered into between the Investment Vehicle and AGER in connection with a private placement of equity securities being undertaken by AGER (the "Private Placement").

Apollo/Cavenham EMA Management II, LLC (the "Cavenham IM") or an affiliate thereof, as the investment manager of the Investment Vehicle, possesses discretionary authority with respect to the exercise of all voting rights associated with the Cavenham Shares (subject to the terms of the Amended and Restated Exempted Limited Partnership Agreement of Apollo/Cavenham European Managed Account II, L.P.). Furthermore, we understand that in connection with the Private Placement, Apollo Management Holdings, L.P., an affiliate of the Cavenham IM, will be entering into a voting agreement ([in substantially the form attached hereto as Exhibit I,] the "Voting Agreement") pursuant to which AMH will agree to:

(1) vote, or cause to be voted, all AMH Voting Shares (as defined below), at all applicable times (and whether at a meeting of shareholders or by written consent of shareholders), for any two individuals (the "Athene Director Designees") designated by Athene Holding Ltd. ("Athene") to be elected to the board of directors of AGER (the "Board") or, in the absence of any such designation from Athene, each Athene Director Designee previously designated by Athene that is then serving on the Board if such Athene Director Designee is still eligible to serve as provided in AGER's bye-laws; and

(2) vote, or cause to be voted, all AMH Voting Shares, and to take all other actions necessary or desirable, at all applicable times and in whatever manner, that are necessary to ensure that:

(a) the Board is comprised of at least two Athene Director Designees;

(b) no Athene Director Designee may be removed from office other than for cause or as requested by Athene; and

(c) any vacancies created by the resignation, removal or death of an Athene Director Designee will be filled pursuant to the provisions of the Voting Agreement.

The term "AMH Voting Share" means any voting common share of AGER (i) that is owned by AMH or any subsidiary thereof or (ii) over which AMH or any such subsidiary otherwise has the right to vote for the election of directors to the Board, and therefore includes the Cavenham Shares.

Cavenham Diversifier, is the sole investor in the Investment Vehicle. As such, Cavenham Diversifier hereby acknowledges, and irrevocably consents to, AMH or an affiliate thereof from time to time voting, and otherwise taking all actions with respect to, the Cavenham Shares in accordance with the Voting Agreement.

Very truly yours,

CAVENHAM DIVERSIFIER

By: /s/ Constantin Papadimitriou
Name: Constantin Papadimitriou
Title: Director

By: /s/ David Cowling
Name: David Cowling
Title: Director

EXHIBIT I
FORM OF VOTING AGREEMENT

Exhibit 10.7

EXECUTION COPY

SUBSCRIPTION AGREEMENT

BY AND BETWEEN

AGER BERMUDA HOLDING LTD.

AND

PROCIFIC

DATED AS OF APRIL 14, 2017

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SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into this 14th day of April, 2017, by and between AGER BERMUDA HOLDING LTD., a Bermuda exempted company limited by shares (the "Company"), and PROCIFIC (the "Investor").

WITNESSETH:

WHEREAS, the Board of Directors of the Company (the "Board") has approved the sale and issuance of certain Class A common shares, Class B-1 common shares, Class B-2 common shares and Class C-1 common shares (collectively, the "Shares") in connection with the Company's private offering of Shares to certain investors (the "Private Placement");

WHEREAS, pursuant to this Agreement, the Investor will irrevocably subscribe for the number of Class A common shares set forth on Schedule A opposite the heading "Total Shares" (the "Total Shares");

WHEREAS, at the Closing (as defined below), the Investor will purchase from the Company, on the terms and conditions set forth in this Agreement, the number of Shares set forth on Schedule A opposite the heading "Initial Shares" (the "Initial Share");

WHEREAS, pursuant to such subscription, the Investor has agreed to purchase, from time to time thereafter (at the same purchase price per share and subject to the other terms and conditions hereof) pursuant to a Call Notice (as defined below), the number of Shares set forth on Schedule A opposite the heading "Future Shares" (the "Future Shares");

WHEREAS, in connection with the execution and delivery of this Agreement, the Investor will execute and deliver the Shareholders Agreement (as defined below) at the Closing; and

WHEREAS, the Company intends to (i) adopt and implement a management incentive plan to incentivize existing and future management of the Company and its Subsidiaries (as defined below) on terms substantially consistent with the terms set forth on Exhibit D ("Management Incentive Plan") and (ii) enter into subscription agreements, side letters and other agreements with to up to two (2) investors ("Additional Investors") that will execute a subscription agreement and subscribe for Shares as part of the Private Placement, on terms substantially consistent with the terms set forth on Exhibit E.

NOW, THEREFORE, for and in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, the parties agree as follows:

ARTICLE I
SUBSCRIPTION; PURCHASE PRICE FOR SHARES

Section 1.1 Subscription. The Investor hereby irrevocably subscribes for, and agrees to purchase as provided herein, the Total Shares, subject to the terms and conditions set forth in this Agreement (the "Subscription").

Section 1.2 Acceptance / Rejection of Subscription. Acceptance of the Subscription shall be evidenced by the execution of this Agreement by the Company. The Investor hereby acknowledges and agrees that the Company reserves the right to reject the Subscription evidenced by this Agreement in whole or in part for any reason whatsoever prior to the Subscription Closing. In the event that the Subscription is rejected by the Company, the Subscription shall become null and void and the Investor shall have no further obligations to the Company, other than the obligations of confidentiality as set forth herein. Until a duly executed copy of this Agreement is delivered by the Company to the Investor, the Investor shall have no obligations under this Agreement. The date on which the Company executes and delivers this Agreement to the Investor shall be referred to herein as the "Subscription Closing."

Section 1.3 Purchase Price for Shares; Payment for Shares.

(a) The purchase price for each Share to be purchased by the Investor pursuant to the terms hereof shall be equal to EUR 10.00 per share (the "Purchase Price").

(b) Payment for the Future Shares purchased by the Investor shall be made via Capital Call (as defined below) from time to time during the Commitment Period (as defined below), as shall be set forth in each Call Notice delivered by the Company to the Investor in accordance with the terms of this Agreement, which together with the payment for the Initial Share shall not exceed the Total Commitment (as defined below).

(c) The Investor shall make any payment for the purchase of Shares required under the terms of this Agreement by wire transfer to a bank account designated by the Company in writing to the Investor prior to the time such payment is due or by such other payment method as is mutually agreed to by the Investor and the Company.

ARTICLE II
CLOSING; COMPANY AGREEMENTS

Section 2.1 Closing.

(a) Subject to the notice requirement set forth in Section 2.1(c), the purchase and sale of the Initial Share shall take place on any business day designated by the Company as the Closing Date (as defined below) (the "Closing"), which Closing shall occur within ninety (90) calendar days following the later to occur of (i) the expiry of the waiting period of the German shareholder control procedure with the German Federal Financial Supervisory Authority (BaFin) with respect to all applicable investors in the Company and (ii) the receipt of regulatory approval from the Bermuda Monetary Authority (BMA) (collectively, the "Required Regulatory Approvals"), for the transactions contemplated by the Private Placement, at the offices of Conyers Dill & Pearman, Clarendon House, 2 Church Street, PO Box HM 666 Hamilton HM CX Bermuda, or such other place as the Investor and the Company may mutually agree. The Company and the Investor shall use their commercially reasonable efforts to take all actions, including executing and delivering any additional instruments, agreements or documents, that are determined to be necessary, reasonably requested, advisable or desired to make each required regulatory filing and seek each Required Regulatory Approval as promptly as possible to effect the Closing.

(b) At the Closing and on the terms and subject to the conditions set forth in this Agreement, the Company shall issue and sell to the Investor in consideration of a payment equal to EUR 10.00, and the Investor shall pay such amount to the Company and shall purchase from the Company, the Initial Share.

(c) The Company shall provide notice of the Closing to the Investor no less than fifteen (15) business days prior to the Closing Date.

Section 2.2 Deliveries by the Company. Subject to the terms and conditions hereof, at the Closing, the Company will deliver the following to the Investor:

(a) Evidence of the due and valid registration of the Initial Share in the name of the Investor on the Register of Shareholders (as defined in the Second Amended and Restated Bye-laws of the Company substantially in the form attached hereto as Exhibit A (as may be revised pursuant to Section 2.5 below and as amended, restated, supplemented or modified from time to time, the "Bye-laws")) (or other applicable books and records of the Company);

(b) Evidence in respect of the authorization of the transactions contemplated by this Agreement;

(c) A certificate dated as of the date of the Closing (the "Closing Date") and signed by an authorized officer of the Company, certifying: (i) that the Organizational Documents (as defined in the Shareholders Agreement, effective as of the Closing Date, a copy of which is attached hereto as Exhibit B (as may be revised pursuant to Section 2.5 below and as such agreement may be amended, supplemented or modified from time to time, the "Shareholders Agreement")) of the Company (copies of which shall be attached to the certificate) are all true, complete and correct in all respects and remain unamended and in full force and effect; (ii) that the resolutions of the Board (copies of which shall be attached to the certificate) authorizing the execution and delivery by the Company of this Agreement and the performance by the Company of the transactions contemplated hereby have been approved and adopted and such resolutions remain in full force and effect; (iii) that the Company is in good standing in Bermuda and attaching to the certificate a copy of a certification of such good standing, or equivalent, which shall not be dated more than thirty (30) days prior to the Closing; and (iv) as to the incumbency of those officers of the Company executing this Agreement;

(d) A copy of the Shareholders Agreement, duly executed by the Company, together with confirmation that the Shareholders Agreement has been executed by all of the other shareholders of the Company; and

(e) All other documents, instruments and writings reasonably required to be delivered to the Investor by the Company at or prior to the Closing pursuant to this Agreement.

Section 2.3 Deliveries by the Investor. Subject to the terms and conditions hereof, at the Closing, the Investor will deliver the following to the Company, which shall be a condition to the Investor receiving the Initial Share:

(a) The payment for the Initial Share payable by the Investor in accordance with Section 2.1(b) of this Agreement;

(b) A copy of the Shareholders Agreement, duly executed by the Investor and providing that the Investor shall be an "Other Shareholder" (as defined in the Shareholders Agreement) thereunder;

(c) The duly executed consent of the Investor, consenting to the slate of director nominees to the Board recommended by the current Board or notifying the Company that such Investor intends to nominate its own slate of director nominees to the Board in a special election provided for under the Bye-laws that was provided to the Company at the time of execution of this Agreement; and

(d) All other documents, instruments and writings reasonably required to be delivered to the Company by the Investor at or prior to the Closing pursuant to this Agreement.

For purposes of Section 2.3(b), the Investor hereby (i) acknowledges that it has delivered to the Company a signature page to the Shareholders Agreement that has been duly executed by the Investor and (ii) irrevocably authorizes the Company, at its sole election, to append such signature page to the Shareholders Agreement, in substantially the form of Exhibit B, at the Closing (and the Investor agrees that upon such signature page being so appended, the Shareholders Agreement will be deemed to have been duly executed and delivered by the Investor).

Section 2.4 Fractional Shares. To the extent that any fractional Shares are issuable pursuant to this Agreement, each such fractional Share shall be rounded to the nearest hundredth of a Share.

Section 2.5 Company Agreements. The Investor hereby agrees and acknowledges that (i) the Company may enter into a Management Incentive Plan on terms substantially consistent with the terms set forth on Exhibit D after the Subscription Closing and before the Closing, (ii) the Company may enter into subscription agreements and related side letter agreements as part of the Private Placement after the Subscription Closing and before the Closing, with up to two (2) Additional Investors on terms substantially consistent with the terms set forth on Exhibit E, and (iii) the forms of the Shareholders Agreement and the Bye-laws may be revised to reflect such Management Incentive Plan, and any such subscription by an Additional Investor, as the Company deems appropriate consistent with Exhibits D and E, as applicable; provided, however, that, other than as set forth on Exhibit E, any such Additional Investor shall subscribe for Class A Shares on terms substantially similar to the terms agreed to by the Investor and, in any case, each such Additional Investor (x) shall acquire its initial Share at the Closing, (y) shall have a commitment period equal to the Commitment Period and (z) shall subscribe for Shares at a purchase price of EUR 10.00 per Share.

ARTICLE III
FINANCIAL COMMITMENT; STATUS OF SHARES

Section 3.1 Agreement to Purchase Shares.

(a) Subject to the terms, limitations and conditions of this Agreement, the Investor hereby commits to purchase an aggregate number of Shares equal to the number set forth on Schedule A opposite the heading "Total Shares" at the Purchase Price, by payment for the Initial Share at the Closing plus such Capital Call amounts specified by the Company from time to time pursuant to Call Notices during the Commitment Period in respect of Future Shares; provided, that in no event shall the aggregate Purchase Price payable for the Total Shares to be purchased by the Investor exceed the amount set forth on Schedule A opposite the heading "Total Commitment" (such amount, the Investor's "Total Commitment"). The "Remaining Commitment" means, at any time, an amount equal to the Investor's Total Commitment at such time reduced by the sum of: (i) the payment for the Initial Share paid by the Investor and (ii) the amount of the aggregate Purchase Price paid by the Investor in relation to the Capital Calls delivered by the Company to the Investor pursuant to and subject to the terms of this Section 3.1. During the Commitment Period, upon fifteen (15) business days' prior written notice from the Company, substantially in the form of Exhibit C attached hereto (each, a "Call Notice"), delivered after approval of the Board or the executive committee of the Board (the "Executive Committee") for such Capital Call has been obtained (unless the Investor has waived such fifteen (15) business-day period in writing or by funding such Capital Call as set forth in the Call Notice), the Company may require (subject, in each case, to the terms, limitations and conditions of this Agreement and the Shareholders Agreement) the Investor to fund all or part of its Remaining Commitment as specified in such Call Notice (each, a "Capital Call"). The amount called from the Investor pursuant to a Capital Call may not exceed the Investor's Remaining Commitment as of the date of the Call Notice to which such Capital Call relates, and in no event shall the Investor's aggregate Purchase Price paid for the Shares exceed the Investor's Total Commitment. For purposes of this Agreement, "business day" shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York or Bermuda are authorized or required by law to close.

(b) All Capital Calls shall be approved by a majority of the Executive Committee or the Board present at any duly convened meeting (or by a written consent signed by all of the members of the Executive Committee or the Board). The Company shall use its commercially reasonable efforts to manage the number of Capital Calls from the Investor in such a manner so that no more than three (3) Capital Calls are made during a particular calendar quarter; provided, however, that notwithstanding such efforts, Capital Calls may occur as often as the Company deems necessary but shall be made only during the Commitment Period. All Capital Calls shall be made on a proportionate basis to all persons with outstanding capital commitments to the Company on the basis of all such remaining capital commitments; provided, that the Company may issue Capital Calls on a non-proportionate basis with respect to (i) any call for capital contributions made by the Company to any directors, officers or employees of the Company, Athene Holding Ltd., Apollo Global Management, LLC or Apollo Asset Management Europe LLP, or of any Subsidiary of any of the foregoing, pursuant to any Management Incentive Plan (as defined in the Shareholders Agreement) and (ii) Capital Calls in an aggregate amount per annum not to exceed 1% of the total remaining capital commitments of all such persons identified in clause (i). In addition, Capital Calls shall not be issued to Athene Holding Ltd. until such time as Athene Holding Ltd. would not own more Shares than its pro rata interest based on the amount of the total commitment of all investors, including Athene Holding Ltd.

(c) Each Capital Call for funding shall be accompanied by a Call Notice and shall specify in reasonable detail the purpose of the capital contributions to which such Capital Call relates and shall specify the number of Shares to be acquired by the Investor. The Investor shall not have the right to decline to purchase the Shares described in such Capital Call if such Capital Call has been made in accordance with this Agreement, except as provided in Section 3.5 hereof; provided, however, that the requirements of Section 3.1(f) are satisfied on the applicable Contribution Date.

(d) Each Call Notice shall set forth the date on which the purchase and sale of Shares shall take place pursuant to such Capital Call (the "Contribution Date"), which date shall be no earlier than the fifteenth (15^{th}) business day following the date of the Call Notice (unless the Investor has waived such fifteen (15) business-day period in writing or by funding such Capital Call as set forth in the Call Notice).

(e) If requested to do so prior to the designated Contribution Date with respect to a Capital Call, the Company shall delay the Contribution Date with respect to the Investor until the expiration or termination of governmentally imposed waiting periods and the obtaining of governmental approvals, if any, to allow the Company to make one or more required governmental filings or obtain one or more required governmental approvals and to allow the Investor that reasonably believes, based on the advice of counsel, that the Investor must make or obtain any such filings or approvals, to make and obtain such filings and approvals, in connection with such Capital Call (provided, that the Investor and the Company shall use their commercially reasonable efforts to take such actions, including executing and delivering such additional instruments, agreements or documents, that are determined to be necessary, reasonably requested, advisable or desired to make each such required governmental filing and seek each such required governmental approval as promptly as possible).

(f) On each Contribution Date and subject to the provisions of Section 3.1(a), (i) the Investor shall acquire the number of Shares specified in the Call Notice and shall make payment therefor by wire transfer to a bank account designated by the Company or by such other payments as is mutually agreed to by the Investor and the Company and (ii) the Company shall update the Register of Shareholders to reflect such purchase of such Shares and, solely upon the written request of the Investor, the Company will deliver to the Investor a certificate representing the Shares that the Investor is purchasing, or has purchased, pursuant to such Capital Call.

(g) Subject to Section 9.3 hereof, the Investor shall have the right to transfer its Shares and its Remaining Commitment solely in accordance with the Shareholders Agreement. For the avoidance of doubt, the Investor, as applicable, shall have the right to transfer its Total Commitment for estate planning purposes to any corporation, limited liability company, limited partnership or trust created for the benefit of the Investor or one or more of the Investor's parents, spouse, siblings or descendants; provided, that the Investor must retain exclusive voting control over the transferred Total Commitment. Such a transfer shall be a "Permitted Transfer" as defined in the Shareholders Agreement. If the Investor transfers its Total Commitment in the manner described above prior to the delivery of the initial Call Notice to such Investor, the Company shall deliver the initial Call Notice to the transferee of such Investor in the manner described in Section 3.1(a).

(h) Notwithstanding anything to the contrary contained herein, the Company shall have the sole discretion and authority to take all actions necessary or required to reduce the Investor's Total Commitment to the extent such Total Commitment would create any adverse regulatory or tax consequences, including not receiving the Required Regulatory Approvals, for the Company or any shareholder or potential shareholder of the Company.

Section 3.2 Commitment Period. The "Commitment Period" shall mean the time period commencing on the Closing and continuing until the earlier of (i) the date on which the Remaining Commitment of the Investor is zero and (ii) the date that is the five (5) year anniversary of the Subscription Closing.

Section 3.3 Repurchase of Shares. To the extent that (i) the Company does not make any draws on capital during the Commitment Period, other than in connection with the purchase of the Initial Share or (ii) this Agreement is terminated pursuant to Section 8.1(b) (each a "Subscription Termination"), the Company shall, within fifteen (15) business days after the occurrence of a Subscription Termination, repurchase all of the Investor's Shares. The Company shall repurchase, and the Investor agrees to sell, the Shares in exchange for a payment to the Investor in an amount equal to (i) the amount paid for the Initial Share, plus (ii) interest on such amount, determined from the Closing Date to the date of repurchase, at a rate equal to the three-month London InterBank Offered Rate (LIBOR), determined as of the Closing Date and reset each three-month period thereafter, as reported in The Wall Street Journal or any successor selected by the Company.

Section 3.4 No Commitment for Additional Financing. The Company acknowledges and agrees that the Investor has not made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than the Total Commitment as set forth in this Agreement and subject to all terms and conditions set forth herein. In addition, the Company acknowledges and agrees that (a) no statements, whether written or oral, made by the Investor or its representatives before, on or after the date hereof shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (b) the Company shall not rely on any such statement by the Investor or its representatives and (c) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by the Investor and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. The Investor shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company (other than with respect to the Total Commitment as set forth in this Agreement), and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance (other than with respect to the Total Commitment as set forth in this Agreement).

Section 3.5 Default by Investor.

(a) An "Investor Event of Default" shall be deemed to have occurred if (i) the Investor or any of its permitted assigns (such Person, a "Defaulting Investor") fails or refuses to make payment on the Contribution Date in respect of its complete portion of any Capital Call validly made, and

(ii) such default has continued in whole or in part for not less than ten (10) business days after the receipt of written notice by the Defaulting Investor from the Company that a period of at least five (5) business days has elapsed since the Contribution Date and the Defaulting Investor has, as of the date of such notice, failed to fund its portion of such duly and validly authorized Capital Call.

(b) Upon an Investor Event of Default, the Company may, at its option, undertake any of the following: (i) institute suit against the Defaulting Investor for the Defaulting Investor's defaulted portion of the Capital Call precipitating such Investor Event of Default, as well as (A) interest on past due amounts at a rate equal to the lesser of (I) the maximum amount permitted by applicable law and (II) the Prime Rate (as determined by JP Morgan Chase Bank in New York, New York or any successor thereto) plus two percent (2%) per annum, until the defaulted portion of the Capital Call is received by the Company and (B) reasonable costs and expenses of the Company in connection with such Investor Event of Default, (ii) automatically remove and terminate, without the consent of the Defaulting Investor, the Defaulting Investor's Preemptive Rights (if any), under Section 2.4 of the Shareholders Agreement and/or (iii) require the Investor to forfeit a fraction of its funded interest in the Company equal to the lesser of (A) all Shares previously acquired by such Defaulting Investor under this Agreement and (B) one-third of such Defaulting Investor's Total Shares (the "Defaulted Shares"). In addition, the Company may pursue any other rights and remedies available to the Company at law or equity. The Company shall use its commercially reasonable efforts to implement clause (iii) of this Section 3.5(b) in a manner so as to avoid causing a non-exempt "prohibited transaction" as defined in Section 406 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or applicable state law.

(c) Upon an Investor Event of Default, the Company shall have the right to determine, in its sole discretion, whether a Defaulting Investor shall be entitled to make any further contributions of capital to the Company; provided that such Defaulting Investor shall remain fully liable to the Company to the extent of its Total Commitment.

(d) The Company may offer one or more other Shareholders (as defined in the Bye-laws) the option of purchasing all or a portion of any Defaulted Shares.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants as of the date hereof to the Investor that:

Section 4.1 Organization; Good Standing; Qualification. The Company is a Bermuda exempted company limited by shares duly organized, validly existing and in good standing under the laws of Bermuda and has all requisite corporate power and corporate authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such qualification, except for those jurisdictions where the failure to be so licensed, qualified or in good standing would not have a material adverse effect on the business,

prospects, condition (financial or otherwise), affairs, properties, assets, liabilities or operations of the Company and the Company Subsidiaries (as defined below), taken as a whole (a "Material Adverse Effect").

Section 4.2 Capitalization and Voting Rights.

(a) The authorized share capital of the Company is, and immediately prior to the Subscription Closing will be, US $10,000.00, divided into shares of US $0.001 par value, of which 100 shares are, and immediately prior to the Subscription Closing will be, issued and outstanding (the "Outstanding Shares").

(b) The Outstanding Shares have been duly authorized and validly issued, and were issued pursuant to valid exemptions from the registration or qualification requirements of the Securities Act of 1933, as amended (the "Securities Act"), and any relevant state securities laws. The Outstanding Shares are fully paid and non-assessable.

(c) Except as contemplated by this Agreement, those certain subscription agreements to be entered into in connection with the Private Placement (the "New Subscription Agreements"), any Management Incentive Plan and the Shareholders Agreement, there is not outstanding any option, warrant, profits interest, right (contingent or other, including conversion, exchange, participation, right of first refusal, co-sale or preemptive rights) or agreement for the purchase or acquisition from the Company of any shares of its capital stock or any options, warrants, profits interest or rights convertible into or exchangeable for any thereof. Except as contemplated by this Agreement, the Shareholders Agreement, the New Subscription Agreements and any Management Incentive Plan, there is no commitment by the Company to issue shares, subscriptions, warrants, options, profits interest, convertible or exchangeable securities or other such rights or to distribute to holders of its equity securities any evidence of indebtedness or asset. Except as contemplated by this Agreement, the Bye-laws, the Shareholders Agreement, a voting agreement among Apollo Global Management, LLC or an investment vehicle managed by Apollo Global Management, LLC or one of its Subsidiaries and Athene Holding Ltd. or one of its Subsidiaries relating to voting of Class B common shares in director elections and any Management Incentive Plan: (i) the Company is not a party or subject to any agreement or understanding, and, to the Company's knowledge, there is no agreement or understanding between or among any holders of the Company's capital stock relating to the acquisition, disposition or voting or giving of written consents with respect to any security of, or matter relating to, the Company or any Company Subsidiary, other than the New Subscription Agreements, (ii) the Company has no obligation (contingent or otherwise) to purchase, redeem or otherwise acquire any shares of its capital stock or other securities or any interest therein or to pay any dividend or make any other distribution in respect thereof, other than pursuant to the New Subscription Agreements, (iii) there are no restrictions on the transfer of the Company's capital stock other than those arising from securities, insurance regulatory and other laws and regulations and (iv) no Person is entitled to (A) any preemptive or similar right with respect to the issuance of any capital stock or other securities of the Company or (B) any rights with respect to the registration of any capital stock or other securities of the Company under the Securities Act.

(d) The rights and preferences of the Class A, Class B-1, Class B-2 and Class C-1 common shares immediately following the Closing are as set forth in the Bye-laws.

Section 4.3 Subsidiaries.

(a) Set forth on Schedule 4.3(a)(i) hereto is a list of all of the Company's direct and indirect Subsidiaries (each, a "Company Subsidiary" and collectively, the "Company Subsidiaries"), including each Company Subsidiary's jurisdiction of incorporation, formation or organization. Each Company Subsidiary is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, formation or organization and has all requisite power and authority to carry on its business as now conducted and as presently proposed to be conducted. Each Company Subsidiary is duly licensed or qualified to transact business and is in good standing (to the extent such concept applies in the applicable jurisdiction) in each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such licensing or qualification, except for those jurisdictions where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect. Except as set forth on Schedule 4.3(a)(ii), the Company owns, directly or indirectly, all outstanding equity interests of each Company Subsidiary.

(b) For purposes of this Agreement, a "Subsidiary" means, with respect to any given Person, any other Person in which the first Person directly or indirectly owns or controls the majority of the equity securities or voting securities able to elect the board of directors or comparable governing body. For purposes of this Agreement, "Person" shall be construed in the broadest sense and means and includes a natural person, a company, an enterprise, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization, a Gesellschaft mit beschränkter Haftung (GmbH), an Aktiengesellschaft (AG), a Kommanditgesellschaft (KG), a Gesellschaft mit beschränkter Haftung & Co. Kommanditgesellschaft (GmbH & Co. KG), a Societas Europaea (SE) and any other entity and any federal, state, municipal, foreign or other government, governmental department, commission, board, bureau, agency or instrumentality, or any private or public court or tribunal.

(c) There is not outstanding any option, warrant, right (contingent or other, including conversion, exchange, participation, right of first refusal, profits interest, co-sale or preemptive rights) or agreement for the purchase or acquisition from any Company Subsidiary of any shares of its capital stock or membership interests or any options, warrants or rights convertible into or exchangeable for any thereof. There is no commitment by any Company Subsidiary to issue shares, membership interests, subscriptions, warrants, options, convertible or exchangeable securities or other such rights or to distribute to holders of its equity securities any evidence of indebtedness or asset. Except as set forth on Schedule 4.3(c) hereto, no Company Subsidiary (i) is a party or subject to any agreement or understanding relating to the acquisition, disposition or voting or giving of written consents with respect to any security of, or matter relating to, a Company Subsidiary; (ii) has any obligation (contingent or otherwise) to purchase, redeem or otherwise acquire any shares of its capital stock, membership interests or other securities or any interest therein or to pay any dividend or make any other distribution in respect thereof and (iii) has any restrictions on the transfer of its capital stock or membership interests other than those arising from securities, insurance regulatory and other laws and regulations. No Person is entitled to (x) any preemptive or similar right with respect to the issuance of any capital stock, membership interest or other securities of

any Company Subsidiary or (y) any rights with respect to the registration of any capital stock, membership interest or other securities of any Company Subsidiary under the Securities Act.

Section 4.4 Authorization. The Company has all requisite corporate power and authority to execute and deliver this Agreement and the agreements contemplated herein to which it is a party, and to issue and sell the Shares, and to carry out the provisions of this Agreement and the other agreements contemplated herein to which it is a party. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement and the agreements contemplated herein, and the performance of all obligations of the Company hereunder and thereunder as of the date hereof and the authorization, issuance, sale, and delivery of the Shares in accordance with this Agreement has been taken. This Agreement has been duly and validly executed and delivered by the Company and constitutes, assuming this Agreement has been duly authorized, executed and delivered by the Investor, a valid and legally binding obligation of the Company, enforceable in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 4.5 Valid Issuance of Shares. The Shares that are being purchased by the Investor hereunder, when issued, sold, and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable, and will be free of all restrictions imposed by or through the Company other than restrictions as set forth in the Bye-laws, this Agreement or the Shareholders Agreement and under applicable securities, insurance regulatory and other laws and regulations.

Section 4.6 Offering. Based in part on the accuracy of the Investor's representations and warranties set forth in this Agreement, the offer, sale and issuance of the Shares as contemplated by this Agreement are exempt from the registration requirements of the Securities Act, and will be issued in compliance with all applicable federal and state securities and blue sky laws. Neither the Company nor anyone acting on its behalf will take any action hereafter that would cause the loss of such exemption. The issuance of Shares to the Investor will not be integrated with any other issuance of the Company's securities (past, current or future) for purposes of any shareholder approval provisions applicable to the Company or its securities.

Section 4.7 Consents. Except as set forth in Schedule 4.7, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority or any Person or entity is required on the part of the Company in connection with the execution, delivery and performance by the Company of this Agreement and issuance, sale and delivery of the Shares, except such filings as have been or will be made prior to the Closing Date, except any notices of sale required to be filed with the Securities and Exchange Commission under Regulation D of the Securities Act, or such other filings as may be required under applicable state securities laws, all of which will be timely filed within the applicable periods therefor.

Section 4.8 Compliance With Other Instruments. The Company is not in violation, breach or default of (and to its knowledge, no other Person or entity is in violation, breach or default of) (a) any provision of its Organizational Documents, (b) any provision of any mortgage, indenture, contract, lease, agreement or instrument to which it is a party or by which it is bound, or (c) any judgment, decree, order, writ, Bermudian, European, United States federal or state statute, rule or regulation, license or permit of any governmental authority applicable to it except for such violations, breaches or defaults that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The execution, delivery and performance by the Company of this Agreement and the agreements and transactions contemplated hereby will not (x) conflict with or result in, with or without the passage of time or giving of notice or both, any breach, default or loss of rights under, acceleration of, or give rise to any right of termination, rescission, acceleration or modification, under any such provision, mortgage, indenture, contract, lease, agreement, instrument, judgment, decree, order or writ or (y) result in the creation of any mortgages, pledges, security interests, liens, charges, claims, restrictions, easements or other encumbrances of any nature ("Liens") upon any of the properties or assets of the Company except, in the case of any date subsequent to the date hereof, for such conflicts, breaches, defaults, loss of contractual benefits, rights or Liens that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. The Company does not have any knowledge of any termination or material breach or anticipated termination or material breach by any other party to any material contract to which it is a party or to which any of its assets is subject for which such termination or breach would result in a Material Adverse Effect. The Company's execution and delivery of this Agreement and its performance of the transactions and agreements contemplated hereby will not violate any instrument, agreement, judgment, decree, order, statute, rule or regulation of any governmental authority applicable to the Company except, in the case of any date subsequent to the date hereof, for such violations that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

Section 4.9 Compliance With Laws. The Company and each Company Subsidiary has all franchises, permits, licenses and other rights and privileges from governmental authorities necessary to permit it to own its property and to conduct its business as it is presently conducted, except for such franchises, permits, licenses or other rights and privileges the failure to obtain or make any or all of which would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary currently has any reason to believe that it will be unable to obtain all franchises, permits, licenses and other rights and privileges from governmental authorities necessary to permit it to conduct its business as it is currently contemplated to be conducted or presently proposed to be conducted, except for such franchises, permits, licenses or other rights and privileges the failure to obtain or make any or all of which would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary is in violation of any law, regulation, authorization or order of any public authority relevant to the ownership of its properties or the carrying on of its business as it is presently conducted and as contemplated to be conducted, except for such violation which would not reasonably be expected to have a Material Adverse Effect. To the best of the Company's knowledge, each Company Subsidiary that is engaged in the business of insurance or reinsurance is duly organized and licensed as an insurance or reinsurance company in the respective jurisdiction in which it is chartered or organized, and is duly licensed or authorized as

an insurer or reinsurer in each other jurisdiction in which the conduct of its respective business requires it to be so licensed or authorized, except where the failure to be so licensed or authorized would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Company and each Company Subsidiary has filed all notices, reports, information statements, documents and other information with the insurance regulatory authorities of its respective jurisdiction of organization and domicile as are required to be filed pursuant to the insurance statutes of such jurisdictions, including the statutes relating to companies which control insurance companies, and the rules, regulations and interpretations of the insurance regulatory authorities thereunder (collectively, the "Insurance Laws"), and has duly paid all taxes (including franchise taxes and similar fees) it is required to have paid under the Insurance Laws, except where the failure to file such statements or reports or pay such taxes would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 4.10 Title to Property and Assets. The Company and each Company Subsidiary has good, valid and defensible title to its material properties and assets, and, to the Company's knowledge, all such material properties and assets are in good working order and state of repair, free and clear of all Liens other than Liens which do not, individually or in the aggregate, result in a Material Adverse Effect. With respect to the material property and assets it leases, to the Company's knowledge, the Company and each Company Subsidiary is in compliance with such leases and holds a valid leasehold interest free of any liens, claims, or encumbrances. To the Company's knowledge, all material leases of real or personal property to which the Company or any Company Subsidiary is a party are fully effective and afford the Company and each such Company Subsidiary (as applicable) peaceful and undisturbed possession and use of the property which is the subject matter of the lease.

Section 4.11 Investment Company Act. Neither the Company nor any Company Subsidiary is required to register as an "investment company" as that term is defined in, and is not otherwise subject to regulation under, the Investment Company Act of 1940 (the "Investment Company Act").

Section 4.12 Litigation. There is no material action, suit, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary, or against any officer or director, except as would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary is a party or subject to any order, writ, injunction, judgment or decree of any court or government agency or instrumentality, except for any order, writ, injunction, judgment or decree that would not reasonably be expected to have a Material Adverse Effect.

Section 4.13 Brokers. No Person, firm or corporation has, or will have, as a result of any action taken by the Company, any Company Subsidiary or any of their respective authorized representatives, in the context of the transaction specifically contemplated by this Agreement, any rights, interest or valid claim against or upon the Company or the Investor for any commission, fee or other compensation as a finder or broker or in any similar capacity.

Section 4.14 Taxes. Any tax returns required to be filed by the Company or any Company Subsidiary in any jurisdiction have been filed and any taxes, including any withholding taxes, excise

taxes, penalties and interest, assessments and fees and other charges due or claimed to be due from such entities have been paid, other than any of those being contested in good faith and for which adequate reserves have been provided or any of those currently payable without penalty or interest, except to the extent that the failure to so file or pay would not result in a Material Adverse Effect.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants to the Company as of the date hereof and the Closing Date that:

Section 5.1 Authorization. The Investor has full power and authority to execute and deliver this Agreement and the other agreements contemplated herein to which it is a party, and to carry out the provisions of this Agreement and the other agreements contemplated herein to which it is a party. Any and all corporate or partnership action on the part of the Investor necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Investor hereunder at the Closing has been taken. Any and all corporate or partnership action on the part of the Investor necessary for the authorization, execution and delivery of the agreements contemplated herein to which it is a party will be taken prior to the Closing. This Agreement has been duly and validly executed and delivered by the Investor and constitutes, and the agreements contemplated herein to which the Investor is a party when executed and delivered will constitute, assuming due execution and delivery by the Company of this Agreement and the agreements contemplated herein to which the Company is a party, valid and legally binding obligations of the Investor, enforceable against the Investor in accordance with their respective terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 5.2 Purchase Entirely for Own Account. The Investor is (a) an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act and (b) acquiring the Shares being acquired by it hereunder for investment for its own account and not with a view to, or for resale in connection with, any distribution thereof or any arrangement or understanding with any other Person regarding the distribution of such Shares. The Investor will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the Shares except in compliance with the Securities Act and any applicable state securities or "blue sky" laws or an exemption therefrom. The Investor agrees that in the absence of either an effective registration statement covering the Shares or an available exemption from registration under the Securities Act or any applicable state securities or "blue sky" laws, the Shares must be held indefinitely. The Investor acknowledges that the Shares acquired by it hereunder have not been registered under the Securities Act or any applicable state securities or "blue sky" laws by reason of a specific exemption from the registration provisions of the Securities Act or any applicable state securities or "blue sky" laws which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such party's respective representations as expressed in this Agreement.

Section 5.3 Investment Experience. The Investor confirms that it has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of an investment in the Shares and of making an informed investment decision and understands that (a) this investment is suitable only for an investor which is able to bear the economic consequences of losing its entire investment, (b) the purchase of the Shares by the Investor hereunder is a speculative investment which involves a high degree of risk of loss of the entire investment, and (c) there are substantial restrictions on the transferability of, and there will be no public market for, the Shares, and accordingly, it may not be possible for the Investor to liquidate the Investor's investment in case of emergency.

Section 5.4 Litigation. There is no action, suit, proceeding or investigation pending or, to the knowledge of the Investor, threatened against the Investor which is reasonably likely to adversely affect the validity of this Agreement or the agreements contemplated hereby or any material action taken or to be taken pursuant hereto or thereto (including the ability of the Investor to perform and comply with its obligations hereunder and thereunder), nor, to the knowledge of the Investor, has there occurred any event nor does there exist any condition on the basis of which any such material litigation, proceeding or investigation might properly be instituted.

Section 5.5 Brokers or Finders. No Person has or will have, as a result of the issuance of the Shares pursuant to this Agreement, any right, interest or valid claim against or upon the Company for any commission, fee or other compensation as a finder or broker because of any act or omission by the Investor or his or its respective agents or representatives.

Section 5.6 Jurisdiction of Organization. The Investor's entity type (as applicable) and jurisdiction of incorporation, formation or organization (as applicable) is set forth on Schedule A.

Section 5.7 Financial Ability. The Investor will have at the Closing, and, in connection with any future Capital Call properly made in accordance with Section 3.1, on each respective Contribution Date (subject to any exceptions set forth in this Agreement), sufficient liquid funds to satisfy such respective Capital Call.

Section 5.8 Acknowledgements.

(a) The Investor acknowledges and agrees that (i) the Company is not acting as a fiduciary or financial or investment adviser to the Investor; (ii) the Investor is not relying (for purposes of entering into this Agreement or otherwise) upon any advice, counsel or representations (whether written or oral) of the Company other than those representations expressly made hereunder; (iii) the Company has not given the Investor (directly or indirectly through any other Person) any assurance, guarantee, or representation whatsoever as to the expected prospects or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) of this Agreement or the business of the Company to be conducted after the Closing Date; (iv) the Company and its affiliates, and their respective officers, directors, employees, agents and representatives, do not make, have not made and shall not be deemed to have made any representation or warranty to the Investor, express or implied, at law or in equity, with respect to (x) projections, estimates, forecasts or plans or (y) tax or economic or technical considerations of the Investor relating to the purchase of the Shares; (v) the Investor has

received a copy of the preliminary investor memorandum, dated November 2016 (the "Preliminary Investor Memorandum") and a copy of the supplement to the Preliminary Investor Memorandum, dated March 31, 2017 (the "Supplement") relating to the Private Placement, and understands and agrees that each of the Preliminary Investor Memorandum and the Supplement speaks only as of its date and that the information contained in each of the Preliminary Investor Memorandum and the Supplement may not be correct or complete as of any time subsequent to its date; (vi) the Investor has consulted with the Investor's own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent the Investor deemed necessary, and the Investor has made its own decisions with respect to entering into this Agreement based upon the Investor's own judgment and upon any advice from such advisers the Investor has deemed necessary and not upon any view expressed by the Company; (vii) the Investor has received, carefully read and reviewed and is familiar with this Agreement and is entering into this Agreement with a full understanding of all the terms, conditions and risks hereof and thereof (economic and otherwise), and the Investor is capable of and willing to assume (financially and otherwise) those risks; and (viii) the Investor is a sophisticated entity familiar with transactions similar to those contemplated by this Agreement. The Investor acknowledges that it and its representatives and agents have been permitted full and complete access to the books and records, facilities, equipment, returns, contracts, insurance policies (or summaries thereof) and other properties and assets of the Company and the Company Subsidiaries that it and its representatives and agents have desired or requested to see and/or review, and that it and its representatives and agents have had a full opportunity to meet with the officers and knowledgeable employees of the Company and the Company Subsidiaries to discuss the business of the Company and the Company Subsidiaries and the terms of the purchase of the Shares to the full satisfaction of the Investor and that it and its representatives have conducted their own due diligence and other investigations, to the extent they have determined necessary or desirable, regarding the Company and the Company Subsidiaries and the Investor has determined to enter into and complete the transactions contemplated hereby based on such due diligence and investigations, and not in reliance on any representation or warranty or investigation made by, or information known by, any Person (other than the representations and warranties expressly set forth herein). The Investor is not purchasing the Shares as a result of, or subsequent to, any advertisement, article, notice or other communication published on the internet, in any newspaper, magazine or similar media or broadcast over television or radio, any seminar or meeting, or any solicitation of a subscription by a Person not previously known to it in connection with investments in securities generally. The Investor's acknowledgements and representations hereunder do not in any way undermine the express representations or warranties made by the Company hereunder.

(b) The Investor understands that the Company has not been registered as an investment company under the Investment Company Act in reliance upon an exemption from such registration.

(c) The Investor agrees to deliver to the Company such information as to certain matters under the Securities Act, the Investment Company Act, insurance regulatory and other laws and regulations as the Company may reasonably request in order to ensure compliance with such laws and regulations and the availability of any exemption thereunder.

(d) The Investor acknowledges that neither the Company nor any affiliate thereof has rendered any investment advice or securities valuation advice to the Investor, and that the Investor is neither subscribing for nor acquiring any interest in the Company in reliance upon, or with the expectation of, any such advice.

(e) The Investor's funds in respect of the payment for the Initial Share and any Capital Call will not originate from, nor will it be routed through, an account maintained at a Foreign Shell Bank (as defined below), an Offshore Bank (as defined below) or any other financial institution organized or chartered under the laws of a High Risk or Non-Cooperative Jurisdiction (as defined below), nor have they been or shall be derived from any activity that is deemed criminal under United States law.

(i) For purposes of this Agreement, "Foreign Shell Bank" means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate. "Foreign Bank" means an organization that (A) is organized under the laws of a country outside the United States; (B) engages in the business of banking; (C) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; (D) receives deposits to a substantial extent in the regular course of its business; and (E) has the power to accept demand deposits, but does not include the United States branches or agencies of a Foreign Bank. "Physical Presence" means a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank: (1) employs one or more individuals on a full-time basis; (2) maintains operating records related to its banking activities; and (3) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities. "Regulated Affiliate" means a Foreign Shell Bank that: (a) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the United States or a foreign country, as applicable; and (b) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

(ii) For purposes of this Agreement, "High Risk or Non-Cooperative Jurisdiction" means any foreign country or territory that has been designated as high risk or non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force ("FATF"), of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. See *http://www.fatf-gafi.org/publications/high-riskandnon-cooperativejurisdictions* for FATF's current list of High Risk and Non-Cooperative Jurisdictions.

(iii) For purposes of this Agreement, "Offshore Bank" means a bank located outside the country of residence of its depositors, with most of its account holders being non-residents of such jurisdiction.

(f) The Investor acknowledges and agrees that any distributions paid to it will be paid to the same account from which its capital contributions to the Company were originally remitted, unless the Company consents otherwise (such consent not to be unreasonably withheld).

(g) The Investor agrees that upon the Company's request, the Investor will provide to the Company any information requested that is necessary for the Company to prevent or reduce the rate of withholding on premiums or other payments it receives, to make payments to the Investor without or at a reduced rate of withholding, or to enable the Company to satisfy any reporting or withholding requirements under the Code or other applicable law. The Investor also agrees to provide, upon request by the Company, any certification or form required by law regarding such information with respect to the Investor (including with respect to the Investor's direct or indirect owners or controlling persons) that is requested by the Company, to the extent permissible to do so under applicable law. The Investor acknowledges that such information may be required by law to be disclosed to taxing or governmental authorities or to Persons making payments to the Company, and the Investor hereby consents to such disclosure. The Investor acknowledges that failure to provide the information requested by the Company pursuant to this paragraph may result in withholding on payments made to the Investor consistent with applicable law.

(h) The Investor acknowledges that the Company and/or its affiliates may be obliged under applicable laws to submit information to the relevant regulatory authorities if the Company and/or its affiliates know, suspect or have reasonable grounds to suspect that any Person is engaged in money laundering, drug trafficking or the provision of financial assistance to terrorism and that the Company and/or its affiliates may not be permitted to inform anyone of the fact that such a report has been made. The Investor is advised that, by law, the Company may be obligated to "freeze the account" of the Investor, either by prohibiting additional investments from the Investor, withholding distributions and/or segregating the assets in the account in compliance with governmental regulations, and the Company may also be required to report such action and to disclose the Investor's identity to United States Office of Foreign Asset Control or other authorities if the Investor is on the list of Specially Designated National and Blocked Persons maintained by the United States Office of Foreign Assets Control or if U.S. persons otherwise are prohibited from having dealings with the Investor under U.S. economic sanctions laws. The Investor further acknowledges that the Company may suspend the payment of distributions to the Investor if the Company reasonably deems it necessary to do so to comply with anti-money laundering or anti-terrorism regulations applicable to the Company, any of its affiliates or any of the Company's service providers.

(i) The Investor agrees that neither the Company nor any of its affiliates shall have any liability to the Investor for any loss or liability that the Investor may suffer to the extent that it arises out of, or in connection with, compliance by the Company and/or their affiliates in good faith with the requirements of applicable anti-money laundering and anti-terrorism legislation or regulatory provisions in connection with actual or alleged money laundering or terrorist financing by the Investor or suspicion thereof by the Company.

(j) The Investor acknowledges that the Company has relied and will rely upon the representations, warranties and covenants of the Investor set forth in this Agreement and that all such representations, warranties and covenants shall survive the date of this Agreement. Accordingly, the Investor agrees to notify the Company promptly if there is any change with respect to any of the information or representations provided by the Investor in or pursuant to this Agreement, and to provide the Company with such further information as the Company may reasonably require.

(k) The Investor understands that the Company's assets will not constitute the assets of an employee benefit plan under ERISA or Section 4975 of the Code, or under the provisions of any laws or regulations that are similar to those provisions contained in Title I of ERISA or Section 4975 of the Code.

ARTICLE VI
COVENANTS AND AGREEMENTS

Section 6.1 Public Disclosure. Neither the Company nor the Investor shall, except as required by applicable law, regulation or stock exchange rule, issue any press release that describes the transactions contemplated herein and that identifies the Company, the Investor, or any of their respective affiliates without the prior consent of the Company or the Investor (as applicable), which consent shall not be unreasonably withheld. For the avoidance of doubt, the consent of the Investor shall not be required for any press release or other disclosure in regard to the transactions contemplated herein by the Company or its affiliates that does not identify such Investor.

Section 6.2 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all fees and expenses, including fees and expenses incurred in connection with the preparation, execution, and delivery of this Agreement and the transactions contemplated herein, shall be paid by the party incurring such fee or expense.

Section 6.3 Further Assurances. Subject to the terms and conditions set forth in this Agreement, each of the parties hereto shall use its commercially reasonable efforts (subject to, and in accordance with, applicable Law) to take, or cause to be taken, promptly all actions, and to do, or cause to be done, promptly and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including (a) the obtaining of all necessary actions or non-actions, waivers, consents and approvals, including any insurance related approvals from any governmental authority and the making of all necessary registrations and filings and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any governmental authority, (b) the obtaining of all necessary consents, approvals or waivers from third parties, (c) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated by this Agreement and (d) the execution and delivery of any additional certificates, documents or instruments necessary to consummate the transactions contemplated by this Agreement.

Section 6.4 Confidentiality.

(a) The Investor agrees that it will use the Confidential Information (as defined in Section 6.4(b) below) solely for the purpose of monitoring and managing its investment in the Company and will use reasonable precautions in accordance with its established procedures to keep such information confidential; provided, however, that any such information may be disclosed to the Investor's affiliates, co-investors, partners and its and their respective directors, officers, employees, agents, counsel, auditors, advisors, consultants and representatives (collectively, including such affiliates, co-investors and partners, the "Representatives") who do not compete with the Company

and need to know such information for the purpose of monitoring and managing the Investor's investment in the Company (it being understood that such Representatives shall be informed by the Investor of the confidential nature of such information and agree to abide by these confidentiality provisions). To the extent permitted by applicable law, the Investor agrees to be responsible for any breach of this Agreement that results from the actions or omissions of its Representatives.

(b) The term "Confidential Information" means (i) all information related to the Company and the Company Subsidiaries provided to the Investor or any Representative thereof by or on behalf of the Company or its affiliates (the "Furnishing Parties"), and (ii) all analyses developed by the Investor or any Representative thereof using any information specified under clause (i) above. The term "Confidential Information" shall not include information that (A) is or becomes generally available to the public other than as a result of a disclosure by the Investor or any Representative thereof in violation of this Agreement, (B) was within the Investor's possession prior to its being furnished to it by a Furnishing Party or a representative thereof, provided, that the source of such information was not known by the Investor to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a Furnishing Party or any other party with respect to such information or (C) is or becomes available to the Investor on a non-confidential basis from a source other than a Furnishing Party or a representative thereof, provided that such source is not known by the Investor to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to a Furnishing Party, or any other party with respect to such information.

(c) The Investor shall be permitted to disclose any Confidential Information in the event that the Investor is otherwise required by law, rule or regulation or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction and any securities exchange on which the securities of the Investor or any affiliate thereof are listed) or in connection with any legal proceedings (including pursuant to any special deposition, interrogation, request for documents, subpoena, civil investigative demand or arbitration). The Investor agrees that it will notify the Company as soon as practical in the event of any such disclosure (other than as a result of an examination by any regulatory agency), unless such notification shall be prohibited by applicable law or legal process.

(d) Notwithstanding the foregoing, the Investor shall be permitted to disclose certain information that may constitute Confidential Information in order to comply with its reporting obligations to its direct and indirect investors, co-investors and equity holders including: (i) the name and brief description of the Company and the date of the Investor's investment in the Company, (ii) the amount of the Investor's Total Commitment and such equity holder's indirect share of such Total Commitment and (iii) the quarterly valuation of the Investor's investment in the Company; provided, that nothing in this Section 6.4(d) shall supersede the confidentiality obligations of the Investor set forth in the Confidentiality Agreement between the Company, on one hand and the Investor (or one of its affiliates), on the other hand, entered into in connection with the Private Placement (the "Confidentiality Agreement").

(e) With respect to Investor Confidential Information (as defined below) and subject to subsection (g) below, the Company shall not, directly or indirectly or voluntarily or involuntarily, (i) communicate, disclose, divulge, reveal or convey (whether orally, in writing or otherwise) in any manner or by any means of communication whatsoever to any person or entity or (ii) otherwise use or employ such Investor Confidential Information in any manner other than for purposes of facilitating the consummation of the Private Placement and any other transactions contemplated thereby. The term "Investor Confidential Information" means confidential information relating to the Investor provided pursuant to this Agreement, whether such confidential information is furnished directly by the Investor or any affiliate or Representative thereof.

(f) Notwithstanding the foregoing, Investor Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Company or any affiliate or representative thereof in violation of this Agreement, (ii) was within the Company's possession prior to such Investor Confidential Information being furnished to the Company by the Investor or an affiliate or Representative thereof, provided, that the source of such information was not known by the Company to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Investor or any other party with respect to such information or (iii) is or becomes available to the Company on a non-confidential basis from a source other than the Investor or any affiliate or Representative thereof, provided that such source is not known by the Company to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Investor, or any other party with respect to such Investor Confidential Information.

(g) The Company shall be permitted to disclose any Investor Confidential Information (i) to a financial institution in connection with any credit facility agreement or other financing arrangement relating to the transactions contemplated by this Agreement, including in respect of such financial institution's know your customer (KYC), anti-money laundering or other credit due diligence information requirements, (ii) to Athene Holding Ltd. or Apollo Global Management, LLC, or any Affiliate thereof, in connection with any reasonable business purpose and (iii) in the event that the Company is otherwise required by law, rule or regulation or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction and any securities exchange on which the securities of the Company or any affiliate thereof are listed) or in connection with any legal proceedings (including pursuant to any special deposition, interrogation, request for documents, subpoena, civil investigative demand or arbitration). The Company agrees that it will notify the Investor as soon as practical in the event of any such disclosure (other than as a result of an examination by any regulatory agency), unless such notification shall be prohibited by applicable law or legal process.

Section 6.5 Related Person Insurance.

(a) The Investor represents, warrants and covenants that (i) neither it nor any of its direct or indirect beneficial owners is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code) or (ii) if it or any of its direct or indirect beneficial owners is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code), then both immediately before and at all times after the transactions contemplated by this Agreement none of it, any related person to the Investor (within the meaning of Section 953

(c) of the Code) or, to the actual knowledge of the Investor, any of its direct or indirect beneficial owners who is, or will be, a "United States Shareholder" of the Company (within the meaning of Section 953(c) of the Code) or any related person to such a beneficial owner (within the meaning of Section 953(c) of the Code) (collectively, the "Investor Parties") are or will be (directly or indirectly) insured or reinsured by any Company Subsidiary (which list shall be updated as necessary by the Company and provided to the Investor) or any ceding company as specified in Schedule 6.5 hereto (which list shall be updated as necessary by the Company and provided to the Investor) to which any Company Subsidiary provides reinsurance. If the Investor breaches this representation and covenant, the Investor will be obligated to notify the Board as promptly as possible and the Board may pursue any applicable remedies set forth in Article 5 of the Bye-laws.

(b) The Investor represents, warrants and covenants that no Investor Party currently owns, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P., Apollo Global Management, LLC or Athene Holding Ltd. that are treated as equity for U.S. federal income tax purposes, other than as set forth on Schedule A hereto. Unless otherwise agreed by the Company and such Investor (such agreement being set forth on Schedule A hereto or in another written agreement approved by the Company's Board), the Investor covenants that (i) no Investor Party shall hereafter acquire, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P. or Apollo Global Management, LLC that are treated as equity for U.S. federal income tax purposes; and (ii) if any Investor Party owns, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in AP Alternative Assets, L.P. or Apollo Global Management, LLC that are treated as equity for U.S. federal income tax purposes, no Investor Party shall hereafter acquire, whether directly or indirectly (including through a total return swap or other derivative arrangement), any interests in Athene Holding Ltd. that are treated as equity for U.S. federal income tax purposes, other than from a member of the Apollo Group (as such term is defined in the Bye-laws) in a distribution with respect to an equity interest held in such member of the Apollo Group. No Investor Party will make any investment that, to the actual knowledge of the Investor at the time the Investor Party becomes bound to make the investment, would cause such Investor Party to own (directly, indirectly or by attribution pursuant to Section 958 of the Code) stock (for this purpose, including any other instrument or arrangement that is treated as equity for U.S. federal income tax purposes and any stock that such Investor Party has an option to acquire) of the Company possessing fifty percent (50%) or more of (a) the total voting power of all classes of stock of the Company entitled to vote or (b) the total value of stock of the Company.

(c) The Investor agrees that no Investor Party shall enter into a transaction that, to the actual knowledge of the Investor at the time such Investor Party becomes bound to enter into the transaction, could reasonably be expected to cause any "United States Person", as such term is defined in Section 957(c) of the Code, to own (directly, indirectly or by attribution pursuant to Section 958 of the Code) stock (for this purpose, including any other instrument or arrangement that is treated as equity for U.S. federal income tax purposes and any stock that such United States Person has an option to acquire) of the Company possessing fifty percent (50%) or more of (i) the total voting power of all classes of stock of the Company entitled to vote or (ii) the total value of stock of the Company.

(d) Notwithstanding anything to the contrary herein, upon a breach of this Section 6.5, the Investor will be required to take any reasonable action the Board deems appropriate, it being understood that the Investor will in no instance be liable for monetary damages with respect to a breach of this Section 6.5.

(e) This Section 6.5 shall not apply to any Investor that is a member of the Apollo Group (as such term is defined in the Bye-laws).

Section 6.6 Change in Entity Classification. The Company shall provide prompt notice to the Investor of any change in the entity classification of the Company for U.S. tax purposes.

Section 6.7 AEOI. The U.S. tax provisions commonly known as the Foreign Account Tax Compliance Act, the regulations (whether proposed, temporary or final), including any subsequent amendments, and administrative guidance promulgated thereunder (or which may be promulgated in the future) and any applicable intergovernmental agreements in respect thereof (or any similar intergovernmental agreements which may be applicable to the Company or any Company Subsidiary), including any implementing legislation, regulations and guidance promulgated (or which may be promulgated) thereunder and any subsequent amendments to any of the foregoing ("FATCA") and similar withholding or information reporting provisions, including the "Common Reporting Standard" developed by the OECD and any legislation, regulations, intergovernmental agreements and guidance in respect thereof (all such provisions, collectively with FATCA, the "AEOI Regimes") impose or may impose a number of obligations on the Company or Company Subsidiaries. In this regard:

(a) The Investor acknowledges that, in order to comply with the provisions of the AEOI Regimes and avoid the imposition of U.S. federal withholding tax, the Board may, from time to time and to the extent provided under the AEOI Regimes, (i) require further information and/or documentation from the Investor, which information and/or documentation may (A) include, but is not limited to, information and/or documentation relating to or concerning the Investor, the Investor's direct and indirect beneficial owners (if any), and any such Person's identity, residence (or jurisdiction of formation) and income tax status, and (B) need to be certified by the Investor under penalties of perjury, and (ii) provide or disclose any such information and documentation to governmental agencies of the United States or other jurisdictions (including the U.S. Internal Revenue Service (the "IRS")) and Persons from or through which the Company or any Company Subsidiary may receive payments or with which the Company or any Company Subsidiary may have an account (within the meaning of the AEOI Regimes).

(b) The Investor agrees that it shall provide such information and/or documentation concerning itself and its direct and indirect beneficial owners (if any), as and when requested by the Board, as the Board, in its sole discretion, determines is necessary or advisable for the Company to comply with its obligations under the AEOI Regimes, including, but not limited to, in connection with the Company or any of its affiliates entering into or amending or modifying an "FFI Agreement," as defined under the AEOI Regimes (each, an "FFI Agreement"), with the IRS and maintaining ongoing compliance with such agreement. The Investor should consult its tax advisors as to the type of information that may be required from the Investor under this Section 6.7.

(c) Consistent with the AEOI Regimes, the Investor agrees to waive any provision of law of any jurisdiction that would, absent a waiver, prevent the Company's compliance with its obligations under the AEOI Regimes, including under any FFI Agreement, and hereby consents to the disclosure by the Company or any Company Subsidiary of any information regarding the Investor (including information regarding its direct and indirect beneficial owners, if any) as the Company or any Company Subsidiary determines is necessary or advisable to comply with the AEOI Regimes (including the terms of any FFI Agreement).

(d) The Investor acknowledges that if the Investor does not timely provide and/or update the requested information and/or documentation or waiver, as applicable (an "AEOI Compliance Failure"), the Board may, in its sole and absolute discretion and in addition to all other remedies available at law, in equity or under the Shareholders Agreement, cause the Investor to withdraw from the Company in whole or in part.

(e) To the extent that the Company or any affiliate thereof suffers any withholding taxes, interest, penalties or other expenses or costs on account of the Investor's AEOI Compliance Failure, unless otherwise agreed by the Board, (i) the Investor shall promptly pay upon demand by the Board to the Company or, at the Board's direction, to the relevant affiliate, an amount equal to such withholding taxes, interest, penalties and other expenses and costs, or (ii) the Board may reduce the amount of the next distribution or distributions which would otherwise have been made to the Investor or, if such distributions are not sufficient for that purpose, reduce the proceeds of liquidation otherwise payable to the Investor by an amount equal to such withholding taxes, interest, penalties and other expenses and costs; provided, that (A) if the amount of the next succeeding distribution or distributions or proceeds of liquidation is reduced, such amount shall include an amount to cover interest on the amount of such withholding taxes, interest, penalties and other expenses and costs at the lesser of (1) the rate of two percent (2%) per annum over the rate of interest announced publicly from time to time by JPMorgan Chase Bank in New York, New York as such bank's prime rate, and (2) the maximum rate permitted by applicable law, and (B) should the Board elect to so reduce such distributions or proceeds, the Board shall use commercially reasonable efforts to notify the Investor of its intention to do so. Whenever the Board makes any such reduction of the proceeds payable to the Investor pursuant to clause (ii) of the preceding sentence, for all other purposes the Investor may be treated as having received all distributions (whether before or upon liquidation) unreduced by the amount of such reduction. Unless otherwise agreed to by the Board in writing, the Investor shall indemnify and hold harmless the Company and its affiliates from and against any withholding taxes, interest, penalties or other expenses or costs with respect to the Investor's AEOI Compliance Failure.

(f) The Investor acknowledges that the Board (or the applicable affiliate of the Company) will determine in its sole discretion how to comply with the AEOI Regimes.

(g) The Investor acknowledges and agrees that it shall have no claim against the Board or the Company (or its affiliates) for any damages or liabilities attributable to any AEOI Regimes compliance related determinations pursuant to Section 6.7(f).

ARTICLE VII
INDEMNIFICATION

Section 7.1 Agreement to Indemnify.

(a) The Company hereby agrees to indemnify, defend and hold harmless the Investor and its successors and assigns, representatives and affiliates, and their respective directors, officers, partners, members, managers, employees and agents (collectively, the "Investor Group") from and against all claims, actions or causes of action, assessments, demands, losses, damages, judgments, settlements, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' and accounting fees and expenses of any nature whatsoever, whether actual or consequential (collectively, "Damages"), asserted against, imposed upon or incurred directly by any member of the Investor Group by reason of or resulting from a breach of any agreement or representation or warranty or covenant by the Company contained herein.

(b) The Investor hereby agrees to indemnify, defend and hold harmless the Company and the Company Subsidiaries, and each officer and director of the Company or the Company Subsidiaries (collectively, the "Company Group"), and their successors and assigns, from and against all Damages, asserted against, imposed upon or incurred directly by any member of the Company Group by reason of or resulting from a breach of any agreement or representation, warranty or covenant by the Investor contained herein.

ARTICLE VIII
TERMINATION

Section 8.1 Termination. This Agreement (a) may be terminated by either party hereto when the Investor has fully funded the Total Commitment or (b) shall terminate, and the transactions contemplated hereby abandoned, if all Required Regulatory Approvals shall not have been obtained by June 30, 2018. If this Agreement is terminated as described in this ARTICLE VIII, this Agreement shall become null and void and of no further force and effect, except for the provisions of ARTICLE VI, ARTICLE VII, ARTICLE VIII, and ARTICLE IX which shall survive such termination. Nothing in this ARTICLE VIII shall be deemed to release any party from any liability for any willful breach by such party of the terms and provisions of this Agreement. For the avoidance of doubt, the representations and warranties set forth in ARTICLE IV and ARTICLE V shall survive the date hereof.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Notices. All notices required to be given hereunder shall be in writing and shall be deemed to be duly given if personally delivered, telecopied or electronically mailed and confirmed, or mailed by certified mail, return receipt requested, or nationally recognized

overnight delivery service with proof of receipt maintained, at the following address (or any other address that any such party may designate by written notice to the other parties):

AGER Bermuda Holding Ltd.
96 Pitts Bay Road
Pembroke, HM08, Bermuda
Attention: AGER Legal Department
Telephone: (441) 279-8400
Email: AGER-Legal@athene.com

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Perry J. Shwachman
Telephone: (312) 853-7061
Facsimile: (312) 853-7036
Email: pshwachman@sidley.com

and

Linklaters LLP
Prinzregentenplatz 10
81675 Munich
Germany
Attention: Dr. Wolfgang Krauel
Telephone: +49 89 41 80 83 26
Email: wolfgang.krauel@linklaters.com

If to the Investor, as set forth on Schedule A.

Any such notice shall, if delivered personally, be deemed received upon delivery; shall, if delivered by telecopy or electronic mail (receipt confirmed), be deemed received on the first business day following confirmation; shall, if delivered by overnight delivery service, be deemed received the first business day after being sent; and shall, if delivered by mail, be deemed received upon the earlier of actual receipt thereof or three (3) business days after the date of deposit in the United States mail. Notwithstanding the foregoing, all notices sent to the Investor in hard copy form shall also be emailed to the Investor at the email address set forth on Schedule A, and all notices sent to the Investor shall be made available in either downloadable or printable format.

Section 9.2 Entire Agreement. This Agreement, together with the Exhibits, the Shareholders Agreement and the Confidentiality Agreement, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Notwithstanding the foregoing, the Confidentiality Agreement entered into by the Investor (or one of its affiliates) and the Company shall survive the execution and delivery

of this Agreement, and if the Investor is not a party to such agreement, the Investor agrees to be bound by such agreement in the same manner as its affiliate party thereto.

Section 9.3 Binding Effect; Assignment; No Third Party Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Except as otherwise expressly provided in this Agreement or the Shareholders Agreement, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party without the consent of the other party. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties hereto, and their respective heirs, legal representatives, successors, and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.4 Severability. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

Section 9.5 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

Section 9.6 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only, do not constitute a part of this Agreement, and shall not affect in any manner the meaning or interpretation of this Agreement.

Section 9.7 Gender. Pronouns in masculine, feminine, and neutral genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

Section 9.8 References. All references in this Agreement to Sections and other subdivisions refer to the Sections and other subdivisions of this Agreement unless expressly provided otherwise. The words “this Agreement,” “herein,” “hereof,” “hereby,” “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Whenever the words “include,” “includes” and “including” are used in this Agreement, such words shall be deemed to be followed by the words “without limitation.” Each reference herein to an Exhibit, Annex or Schedule refers to the item identified separately in writing by the parties hereto as the described Exhibit, Annex or Schedule to this Agreement. All Exhibits, Annexes and Schedules are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 9.9 Injunctive Relief. The parties hereto acknowledge and agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly

agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement without posting a bond, and shall be entitled to enforce specifically the provisions of this Agreement, in any court of the United States or any state thereof having jurisdiction, in addition to any other remedy to which the parties may be entitled under this Agreement or at law or in equity.

Section 9.10 Consent to Jurisdiction.

(a) The parties hereto hereby irrevocably submit to the exclusive jurisdiction of either the courts of Bermuda or the courts of the State of New York and the federal courts of the United States of America located in the County of New York, in the State of New York, and appropriate appellate courts therefrom, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement, the Shareholders Agreement or any of the transactions contemplated hereby brought in such courts or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction is being given solely for purposes of this Agreement and the Shareholders Agreement and is not intended to, and shall not, confer consent to jurisdiction with respect to any other dispute in which a party to this Agreement may become involved.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action, or proceeding of the nature specified in subsection (a) above by the mailing of a copy thereof in the manner specified by the provisions of Section 9.1.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 9.11 Amendment. The provisions of this Agreement may be amended, waived or modified only with the written consent of the Investor and the Company; provided, that no amendment shall be made to reduce or eliminate an Investor's Remaining Commitment (pursuant to this Agreement or any equivalent subscription agreement) except as contemplated by Section 3.5(c) hereof.

Section 9.12 Waiver. No failure or delay by a party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

Section 9.13 Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts (including without limitation, facsimile counterparts), each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 9.14 Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other party hereto reasonably may request in order to carry out the provisions of this Agreement and the consummation of the transactions contemplated hereby.

Section 9.15 Adjustments for Share Splits, Etc. Wherever in this Agreement (including the Exhibits attached hereto) there is a reference to a specific number of shares of stock of the Company of any class or series, or a price per share of such stock, or consideration received in respect of such stock, then, upon the occurrence of any subdivision, combination, or stock dividend of such class or series of stock, the specific number of shares or the price so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of stock by such subdivision, combination, or stock dividend.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY:

AGER BERMUDA HOLDING LTD.

By: /s/ Tab Shanafelt,
Name: Tab Shanafelt
Title: Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR: Procific

By: /s/ Mohamed Al Qubaisi,
Name: Mohamed Al Qubaisi
Title: Authorised Signatory

By: /s/ Ahmed Abdullatif Ahmed Ibrahim Al Mosa,
Name: Ahmed Abdullatif Ahmed Ibrahim Al Mosa
Title: Authorised Signatory

EXHIBIT A

SECOND AMENDED AND RESTATED BYE-LAWS
OF AGER BERMUDA HOLDING LTD.

EXHIBIT B

AGER BERMUDA HOLDING LTD. SHAREHOLDERS AGREEMENT

See attached.

EXHIBIT C

AGER BERMUDA HOLDING LTD. CALL NOTICE

Reference is hereby made to that certain Subscription Agreement (the "Agreement") dated as of April 14, 2017, by and between AGER Bermuda Holding Ltd. (the "Company") and Procific (the "Investor"). Terms used in this Call Notice and not otherwise defined herein shall have the respective meanings set forth in the Agreement. Pursuant to ARTICLE III of the Agreement, the Company hereby requests that the Investor make capital contributions to the Company as follows:

1. Aggregate Amount of Capital Call EUR _____

2. Number of Class A common shares to be Acquired _____

3. Date Funds Required to be received by the Company _____ ("Contribution Date")

4. Instructions for Wire Transfer:

5. The Company represents and warrants, in connection with the above referenced Capital Call as of the date hereof that:

   (a) The Person signing this instrument is the duly elected, qualified and acting officer of the Company as indicated below such officer's signature hereto having all necessary authority to act for the Company in making this notice for capital contributions.

   (b) The Company is not subject to any condition that would render this Capital Call invalid under the Agreement and all actions taken by the Company with respect to this Call Notice have been properly authorized by the Company.

IN WITNESS WHEREOF the undersigned officer of the Company has executed this Call Notice on behalf of the Company on this [●] day of [●], [●].

AGER BERMUDA HOLDING LTD.

By: _____
Name:
Title:

Capitalization

[To be inserted on delivery of Call Notice]

EXHIBIT D

SUMMARY OF TERMS OF MANAGEMENT INCENTIVE PLAN

See attached.

AGER

MANAGEMENT EQUITY PLAN TERM SHEET[1]

In connection with the proposed private offering of equity interests of AGER Bermuda Holdings Ltd. ("AGER", together with any member of its group, the "AGER Group"), we are pleased to provide you with this indicative, non-binding term sheet (this "Term Sheet") which sets out a summary of the outline terms on which it is proposed certain senior managers will participate in a management equity plan ("MEP").

This Term Sheet is intended to be, and shall be construed only as, a summary of the key terms related to the MEP and does not contemplate the terms or structure of any management co-invest arrangements.

Issuer:	A newly incorporated corporate vehicle (the "Company") established in a jurisdiction to be determined following completion of tax analysis in the relevant jurisdictions. It is currently contemplated that certain senior managers ("Managers") shall invest directly into the Company. AGER, Apollo or one or more of their affiliates shall control the Company but will have no economic rights.
Capital Structure[2]:	AGER's capital structure will consist of class A shares (held by persons who are not members of the Apollo Group), and class B shares (issued to members of the Apollo Group). AGER will issue a new class or classes of shares to the Company, which shall constitute the sweet equity shares. AGER, Apollo or one or more of their affiliates shall hold class A voting shares in the Company ("Class A Shares"). The Managers shall hold class B non-voting shares in the Company ("Class B Shares").
Voting / Governance:	Each of the Class A Shares shall have one vote.

[1] Note: For the purposes of this Term Sheet, we have assumed that the Managers will be based in the United Kingdom, Germany, Bermuda or Benelux. Structuring may change subject to tax and regulatory considerations.

[2] Note: Capital structure and voting/governance rights of the Company to be confirmed following confirmation of both the Company's jurisdiction of incorporation and its legal form.

Hurdles:	Subject to meeting certain vesting requirements as set out below, internal rate of return ("IRR") and multiple on invested capital ("MOIC") hurdles on the amounts invested into AGER by class A holders and class B holders of AGER, the Company shall be eligible to receive distributions in an amount up to 7.5% of the profits made by AGER, as follows: (i) if the investors in AGER realise, on their total capital invested in AGER, a MOIC of at least 1x, the Company shall be entitled to receive an amount equal to 2.5% of the profits made by AGER; plus (ii) if the investors in AGER realise, on their total capital invested in AGER: a. both (a) a 17.5% IRR and (b) a MOIC of at least 1.75x, the Company shall be entitled to receive an amount equal to 2.5% of the profits made by AGER; or b. both (a) a 22.5% IRR and (b) a MOIC of at least 2.25x, the Company will be entitled to receive an amount equal to 5% of the profits made by AGER.
Distributions:	All distributions shall be paid to the holders of Class B Shares in the Company pro rata, based on the number of Class B Shares held by each such holder.
Vesting:	Each Manager's Class B Shares will vest over a 5 year period beginning on the later of (i) the investment date, and (ii) the date upon which he or she commenced employment with (or otherwise became engaged to provide services to) the AGER Group (the "Commencement Date"). Each Manager's Class B Shares will vest in 5 equal tranches on each of the first, second, third, fourth and fifth anniversaries of the Commencement Date. In the event of a Change of Control for cash consideration, each Manager's vesting percentage shall be deemed to be 100%. All vesting of any Manager's Class B Shares will cease immediately following the date upon which notice of termination of such Manager's employment/engagement is given (whether by the AGER Group or by such Manager), and the Manager's Class B Shares shall be subject to a call option.

Call Option:	In the event that a Manager's employment or engagement (including re their position as a director or officer) (directly or indirectly) is terminated, for a period of 180 days thereafter such Manager's Class B Shares may be repurchased, redeemed, cancelled, and/or acquired by a designee of the Company upon the terms set out below (the "Call Option"). (i) Good Leaver - If a Manager is deemed a Good Leaver, the Company or its designee(s) (including but not limited to the AGER Group), shall be entitled (but not obligated) to repurchase, redeem, cancel and/or acquire (a) the vested portion of such Manager's Class B Shares at a price equal to their Fair Market Value, and (b) the unvested portion of such Manager's Class B Shares at a price equal to the lesser of the original subscription cost and their Fair Market Value. (ii) Bad Leaver - If a Manager is deemed a Bad Leaver, the Company or its designee(s) (including but not limited to the AGER Group), shall be entitled (but not obligated) to repurchase, redeem and/or cancel all of such Manager's Class B Shares at a price equal to the lesser of the original subscription cost and their Fair Market Value.
Leaver Terms:	"Bad Leaver" shall mean a Manager who (i) resigns or terminates their employment or engagement (directly or indirectly) with the AGER Group without Good Reason, other than as a Good Leaver, or (ii) is dismissed or removed from service for Cause. "Good Leaver" shall mean a Manager who: (i) dies; (ii) becomes permanently disabled; (iii) has his/her engagement terminated by the AGER Group or any affiliate thereof for reasons other than Cause such that he or she is not engaged by the AGER Group or any affiliate thereof; or (iv) is qualified as a Good Leaver by the board of [AGER / the Company] acting in its entire discretion on a case-by-case basis and without creating any precedent.

"Good Reason" shall mean voluntary resignation by the Manager after any of the following actions are taken by the AGER Group without the Manager's consent: (i) a material reduction of greater than [10%] on the Manager's base salary, or (ii) a material reduction in the Manager's duties or responsibilities in breach of applicable law; provided, however, that none of the events described in the foregoing clauses (i) or (ii) shall constitute good reason unless (A) the Manager has notified the AGER Group in writing describing the events which constitute good reason within forty-five (45) days following the initial existence of the condition, (B) the AGER Group fails to cure such events within sixty (60) days after its receipt of such written notice and (C) the Manager actually terminates his or her engagement with the AGER Group within ninety (90) days following the end of such cure period.

"Cause" shall mean:

(i) the Manager's commission of a criminal offence which can be sanctioned by imprisonment or a wilful and material act of dishonesty;

(ii) failure to devote sufficient time and attention to the performance of the Manager's duties;

(iii) the Manager's dismissal, removal or non-renewal for gross negligence or wilful misconduct;

(iv) the Manager's suspension or other disciplinary action against the Manager by an applicable regulatory authority; or

(v) material breach by the Manager of or failure to perform his/her obligations under any agreement entered into between the Manager and AGER (or any affiliate thereof), and/or any by-laws, policies or procedures of AGER (or any affiliate thereof), or material breach by the Manager of any legal duty to AGER (or any affiliate thereof), or material failure by the Manager to follow the lawful and proper instructions of the board of the Company, another supervisory or management board of AGER (or any affiliate thereof), or any material failure by the Manager to cooperate in any audit or investigation of AGER (or any affiliate thereof), in each case after written notice of the breach or of the failure that has not been remedied within 30 days from the date of receipt of notice by the Manager (to the extent remedy is reasonably possible),

in each case, as determined by the board of [AGER / the Company] in its sole discretion.

Transfers:	No direct or indirect transfers by any Manager permitted, without the consent of the board of [AGER / the Company], excluding customary permitted transfers to privileged relations, family trusts and in the case of corporate entities, to affiliates. Any transferee must enter into a deed of adherence to the SHA (as defined below).
Liquidity:	AGER / the board of the Company will make all decisions concerning the form and timing of liquidity events for the Company.
Tag-Along/ Drag-Along:	Each Manager will be entitled to participate pro rata in any Drag-Along sale or transfer of securities in the Company, on the basis of each Manager's shareholding in the Company (and with any proceeds allocated on the basis of a hypothetical liquidation of Company). Managers will also be entitled to exercise customary Tag-Along rights, provided that a simple majority of Managers have elected to exercise such Tag-Along rights.
Public Sale / Solvent Reorganization:	AGER / the board of the Company may undertake a Public Sale (e.g., initial public offering) or a Solvent Reorganization (e.g., merger, consolidation, recapitalization, transfer of assets or securities, liquidation, exchange of securities, conversion of entity, formation of new entity, etc.) without the consent of any Manager. In such case, each Manager shall be required to cooperate and take all actions reasonably required to effect such a Public Sale or Solvent Reorganization, provided that its respective pro rata equity interests relative to the Company and AGER are not adversely affected and in the case of a Solvent Reorganization, its rights under the equity documents are materially preserved.
Exit:	Each Manager shall fully co-operate with the board of the Company / the AGER Group upon an exit. Each Manager shall take all reasonable actions requested by the board of the Company / the AGER Group in connection with such exit.
Restrictive Covenants:	The Equity Documents (as defined below) will contain certain standard restrictive covenants with respect to the Managers, including non-solicit and confidentiality provisions.
Tax:	Management will acquire their Class B Shares at fair market value, which will be supported by a valuation based on the anticipated economics of the Class B Shares including any relevant 'option value' for UK, German, and any other relevant jurisdiction's tax purposes.

The Managers will be responsible for any taxes (including social security charges) incurred by the Company, their employer company or any other relevant entity in connection with their participation in the Class B Shares (whether the issuance thereof or receipt of proceeds thereon) or otherwise in connection with the Equity Documents (as defined below) and shall enter into a tax indemnity on customary terms to this effect. Management will also be required to enter into customary tax elections in any relevant jurisdiction (including, but not limited to, section 431 elections in the UK) as requested by any relevant company.

The Managers will not be entitled to rely upon any advice or opinions received by the Company or AGER from their tax, financial and legal advisors in connection with the structuring of the MEP. Accordingly, in evaluating the MEP, the Managers should obtain and rely upon the advice of their own independent tax, financial and legal advisors.

Equity Terms:

The terms set out in this Term Sheet will be reflected in a securityholders' agreement (the "SHA") and a related subscription agreement (together with the SHA, the "Equity Documents").

The organizational documents of the Company and its relevant subsidiaries will be "vanilla" in form and will reflect (or will be revised to reflect), to the fullest extent permitted by law, the terms of the SHA. In all events, the SHA will govern in the event of any conflict or inconsistency. Each Manager will agree to take all action in its power and authority to act in accordance with the terms of the SHA so as to ensure that the provisions of the SHA will be given full force and effect, subject to applicable laws.

Transaction Conduct:

Expenses: Save as set out herein, each party shall bear its own fees, costs and expenses in connection with the negotiation of this Term Sheet and the arrangements contemplated herein.

Confidentiality: Each of the Manager, AGER and the Company acknowledges and agrees that this Term Sheet shall be treated as confidential.

Non-binding effect: It is understood that while this Term Sheet constitutes a summary of the current intentions of the parties with respect to the potential investment in the Company, this Term Sheet is not intended to, and does not, (a) constitute a legally binding agreement; or (b) contain all matters upon which agreement must be reached with respect to matters to be included in the SHA.

Governing Law and Jurisdiction Any binding agreement between AGER, the Company and the Manager will be governed by, and construed in accordance with, the laws of England.

THIS TERM SHEET IS FOR DISCUSSION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS PROVIDING SPECIFIC LEGAL OR TAX ADVICE FOR ANY JURISDICTION. THE SUBSCRIPTION TO THE SHARES OF THE COMPANY SHALL TAKE PLACE THROUGH EXECUTION OF A DEED OF SUBSCRIPTION AND ADHERENCE BY THE MANAGERS TO THE SECURITYHOLDERS' AGREEMENT APPLICABLE TO THE COMPANY.

EXHIBIT E

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY ADDITIONAL INVESTORS

See attached.

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY INVESTOR A

We refer to the "AGER Bermuda Holding Ltd. Summary of Terms of Proposed Private Offering And Principal Transaction Documents" posted in the Intralinks data room (the "Data Room") for Project Craft (the "AGER Term Sheet"). This summary of additional terms (this "Term Sheet") is based on the AGER Term Sheet and sets out certain additional terms with respect to a potential investment by the Investor A in AGER Bermuda Holding Ltd. ("AGER"). Capitalized terms used in this Term Sheet shall have the meaning ascribed to them in the AGER Term Sheet, unless otherwise defined herein.

This Term Sheet is intended for discussion purposes only and does not bind Investor A, Athene Holding Ltd. ("AHL"), AGER or any other person in any way. The transaction described in this Term Sheet (the "Proposed Transaction") is subject to signing of the final and binding contracts by the applicable parties thereto.

The existence of and the terms contained in this Term Sheet as well as any discussions regarding the Proposed Transaction are subject to the Confidentiality Agreements entered into between AGER and its Affiliates (as defined therein) and each investor in AGER, including the Investor A, and shall be kept strictly confidential by all parties except to the extent permitted by the Confidentiality Agreements.

The Investor A investment	§ EUR 250 million § Investment shall be made alongside third party investors in Class A common shares. § Voting cap of 9.9% for Class A common shares. § After the expiration of the Commitment Draw Period, Investor A has the right to require AGER to acquire all of Investor A's shares in AGER for a total purchase price of EUR 1.00.
AGER Capital Calls	¤ AGER shall make capital calls as set forth in section 2.12 of the AGER Shareholders Agreement posted in the Data Room

Board representation	§ Investor A shall have the right to nominate one out of the nine members of the AGER Board. § The Investor A representative on the AGER Board shall be an active or retired senior manager of Investor A. § Investor A's nomination right shall remain in place for as long as Investor A holds 7.5% or more of the AGER Equity.
Representation on AGER board committees	¤ The Director nominated by Investor A shall (i) be a member of the Transaction Committee and (ii) have observer status on the Conflicts Committee.
Profits Interest on the Investor A investment	¤ Apollo and/or AHL, as applicable, shall fully waive the Profits Interest with respect to Investor A's investment in AGER, i.e. Investor A will participate in the Profits Interest *pro rata* to its initial investment in AGER Equity.
Profits Interest on third parties' investment	§ In addition to Apollo and/or AHL, as applicable, fully waiving the Profits Interest with respect to Investor A's investment, Apollo shall share with Investor A 12.5% of the remaining Profits Interest on the investment of third parties, i.e. after the make-whole of Apollo, AHL and Investor A. § In calculating the remaining Profits Interest, only the make-whole of Apollo, AHL and Investor A shall be considered and any make-whole granted to other third party investors shall not reduce Investor A's 12.5% share.

Right of first offer for asset management mandates	§ For as long as Investor A holds 7.5% or more of the AGER Equity, and subject to the other limitations set forth below, AGER/AAME shall offer Investor A a right of first offer for all sub-advisory asset management mandates under the IAA with respect to Approved Investment Classes (as defined below) ("Asset Management ROFO"). § An "Approved Investment Class" shall mean investment-grade fixed income securities, asset classes that Apollo, AAM or AAME are not managing and any other asset class that AGER, AAME and Investor A may agree upon from time to time. § Any engagement of Investor A is subject to Investor A providing competitive services and fees. Fees for any engagement must be approved by the Conflicts Committee. § With respect to any asset management mandate to which the Asset Management ROFO applies, and for which Investor A has declined to provide services or is not selected to provide services, Investor A shall have the right to match the terms of the most competitive bidder for up to 50% of such asset management mandate, provided that the assets under management subject to such mandate are not less than EUR 200 million and the selection of Investor A for such asset management mandate shall be subject to the terms of the preceding paragraph. § Best efforts to work with the ALV board to transfer any already existing Investment Grade mandates to an investment manager affiliate of Investor A within 6 months after the effective date of the agreement between AGER/AAME and Investor A. § AGER/AAME shall have the right to withdraw the mandate if Investor A's performance is in the lowest quartile of a peer group (to be further defined) for more than 12 consecutive months and remediation measures did not succeed

Preferred transaction involvement of Investor A	§ AGER, Apollo and Investor A shall enter into an agreement governing the "Preferred Transaction Involvement" of the parties as described below, which will apply for so long as Investor A holds 7.5% or more of the AGER Equity. § Investor A has an interest in the acquisition of property and casualty ("P&C") businesses as well as P&C and life/health distribution, whereas AGER will primarily target life insurance books of businesses. § The Preferred Transaction Involvement shall relate to acquisitions (whether of a company or a block of business) by AGER in the member states of the European Union (excluding the U.K.) and Switzerland (each a "Potential AGER Transaction"). § Regular (at least quarterly) update meetings will be held with Investor A by AGER to share and discuss Potential AGER Acquisition opportunities with Investor A. § AGER shall inform and provide timely details to Investor A of any planned acquisitions that fall within the Preferred Transaction Involvement. § In connection with any Potential AGER Acquisition, AGER will be precluded from partnering with a third party (including any Apollo Fund entity) unless AGER has provided Investor A with the exclusive opportunity to discuss, and to agree on terms for, partnering with AGER on the Potential AGER Acquisition. However, AGER is free to speak to and pursue the Potential AGER Acquisition with a third party (including any Apollo Fund entity) or alone, if a combined approach is not pursued because: (i) Investor A has declined such opportunity affirmatively; or (ii) AGER and Investor A have not agreed on terms for the Potential AGER Acquisition within a reasonable period of time. § In case AGER and Investor A agree to jointly approach a potential M&A target within the scope of the Preferred Transaction Involvement, AGER and Investor A agree to the following procedure: o Both AGER and Investor A shall value separately the part of the target business each party plans to acquire; the sum-of-parts of AGER's valuation and Investor A's valuation will then form the maximum total price to be offered for the target business o Investor A is not obliged to front any transaction for AGER. § The Preferred Transaction Involvement will restrict Apollo from setting up or acquiring any alternative life insurance acquisition vehicle for transacting business in the member states of the European Union (including the U.K.) and Switzerland besides AGER and AHL; provided that Apollo shall remain free to (i) remain invested in Apollo's existing insurance businesses as long as they do not compete with AGER, and (ii) acquire or invest in targets that do not pursue essentially the same business model as AGER by operating predominantly as run-off life and annuity insurance businesses. § In case the combined approach will not be pursued by AGER and Investor A with respect to a Potential AGER Acquisition, both AGER and Investor A are free to speak to other potential partners or to bid alone. § All discussions and negotiations shall be in good faith of a long-term partnership; it is the parties' understanding that the commitments under the Preferred Transaction Involvement shall not be circumvented in any way, for instance by activities of related parties. § Subject to the restrictions above, the Preferred Transaction Involvement will not limit or otherwise apply to Apollo. § Investor A shall be under no obligation to share, comment on, or provide any details regarding, any planned or potential acquisition or disposal by Investor A. Investor A shall at all times remain free to acquire or dispose of any company without having to inform AGER or Apollo. However, in the good faith of a long-term partnership, Investor A will, at its own full discretion, reach out to AGER in case they intend to sell a company or block of business that may be of interest for AGER to acquire.

Right of first offer for mortality risk	§ For as long as Investor A holds 7.5% or more of the AGER Equity, AGER shall offer Investor A a right of first offer for at least 40% of any mortality risk that AGER chooses to sell or reinsure to a third-party ("Mortality ROFO") with the understanding that AGER will offer an equivalent right of first offer for the other 60% of any mortality risk to Investor B. § If Investor B declines the offered mortality risk, the Mortality ROFO for Investor A shall extend to 100% of AGER's mortality risk to be sold or reinsured. § With respect to any mortality risk to which the Mortality ROFO applies, and which Investor A has declined to acquire or reinsure or which Investor A is not selected to acquire or reinsure, Investor A shall have the right to match the terms of the most competitive bidder for up to 50% of the mortality risk to which the Mortality ROFO applied (i.e. 50% of 40% = 20%, or 50% of 100%, as the case may be).
Exchange of knowledge	¤ As part of a long-term partnership, AGER and Investor A will cooperate closely by exchanging knowledge and ideas on life back-book management and identifying further areas of collaboration.
Exclusivity	§ AGER will not place more than 1% of the AGER Equity to any insurance company, other than Investor A, Investor B and AHL without prior alignment with Investor A. § The Asset Management ROFO and the Preferred Transaction Involvement are granted exclusively to Investor A.

SUMMARY OF ADDITIONAL TERMS FOR INVESTMENT BY INVESTOR B

We refer to the "AGER Bermuda Holding Ltd. Summary of Terms of Proposed Private Offering And Principal Transaction Documents" posted in the Intralinks data room for Project Craft (the "AGER Term Sheet"). This summary of additional terms (this "Term Sheet") is based on the AGER Term Sheet and sets out certain additional terms with respect to a potential investment by Investor B in AGER Bermuda Holding Ltd. ("AGER"). Capitalized terms used in this Term Sheet shall have the meaning ascribed to them in the AGER Term Sheet, unless otherwise defined herein.

This Term Sheet is intended for discussion purposes only and does not bind Investor B, Athene Holding Ltd. ("AHL"), AGER or any other person in any way. The transaction described in this Term Sheet (the "Proposed Transaction") is subject to signing of the final and binding contracts by the applicable parties thereto.

The existence of and the terms contained in this Term Sheet as well as any discussions regarding the Proposed Transaction are subject to the Confidentiality Agreements entered into between AGER and its Affiliates (as defined therein) and each investor in AGER, including Investor B, shall be kept strictly confidential by all parties except to the extent permitted by the Confidentiality Agreements.

Investor B investment	§ EUR 75 million § Investment shall be made alongside third party investors in Class A common shares. § Voting cap of 9.9% for Class A common shares.
Right of first offer for mortality risk	§ For as long as Investor B holds 1.5% or more of the AGER Equity, AGER shall offer Investor B a right of first offer for at least 60% of any mortality risk that AGER chooses to sell or reinsure to a third-party ("Mortality ROFO") with the understanding that AGER will offer an equivalent right of first offer for the other 40% of any mortality risk to Investor A. § If Investor A declines the offered mortality risk, the Mortality ROFO for Investor B shall extend to 100% of AGER's mortality risk to be sold or reinsured.
Exchange of knowledge	¤ As part of a long-term partnership, AGER, AHL and Investor B will cooperate closely by exchanging knowledge and ideas on life back-book management and identifying further areas of collaboration.

Investor Disclosures

Name of Subscriber (Please print or type full legal name - do not abbreviate or use all caps):	Procific
Entity Type (as applicable):	Exempted company limited by shares
Jurisdiction of organization of Subscriber:	Cayman Islands
Address:	Willow House, Cricket Square, P.O. Box 709 Grand Cayman, KY 1-1107
Telephone:	+971 2 415 5752; +971 2 415 5746
Facsimile:	+971 2 415 2616
Email:	Jerome.D'Algue@adia.ae; Faris.Cassim@adia.ae; private.equity@adia.ae
Apollo Global Management, LLC:[1]	None.
AP Alternative Assets, L.P.:[1]	35,000,000 units.
Athene Holding Ltd.:[1]	Procific owns 1,693,665 shares directly and 28,074,278 shares indirectly through AP Alternative Assets, L.P.

[1] Please describe any direct or indirect ownership in detail. If there is no direct or indirect ownership, please write "None."

Total Commitment:	€350,000,000
Total Shares:	35,000,000
Initial Shares:	1
Future Shares:	34,999,999

Schedule 4.3(a)(i)

Subsidiaries

Subsidiary	**Jurisdiction of Organization**	**Percentage of Equity Interests Owned**
Athene Deutschland Verwaltungs GmbH	Germany	100% of shares held by the Company
Athene Deutschland Holding GmbH & Co. KG	Germany	100% of limited partnership interest held by the Company (Athene Deutschland Verwaltungs GmbH is the general partner)
Athene Deutschland GmbH	Germany	100% of shares held by Athene Deutschland Holding GmbH & Co. KG
Athene Lebensversicherung AG	Germany	100% of common stock owned by Athene Deutschland GmbH
Athene Pensionskasse AG	Germany	100% of common stock owned by Athene Deutschland GmbH
Athene Deutschland Anlagemanagement GmbH	Germany	100% of shares held by Athene Deutschland GmbH
Athene Real Estate Management Company S.à r.l.	Luxembourg	93.6% of shares held by Athene Deutschland GmbH 5.6% of shares held by Delta Lloyd N.V. 0.8% of shares held by Athene Deutschland Holding GmbH & Co. KG
Elementae S.A.	Luxembourg	100% of common stock owned by Athene Real Estate Management Company S.à r.l.

Subsidiaries

Athene Real Estate Management Company S.à r.l. – see Schedule 4.3(a)(i).

Subsidiaries

1. Athene Real Estate Management Company S.à r.l. Shareholders Agreement.

2. Domination Agreement, by and between Athene Lebensversicherung AG ("ALV") and Athene Deutschland GmbH ("AD GmbH"), dated October 1, 2015.

3. Profit and Loss Transfer Agreement, by and between ALV and AD GmbH, dated July 19, 2016.

4. Domination Agreement, by and between Athene Pensionskasse AG ("APK") and AD GmbH, dated October 1, 2015.

5. Profit and Loss Transfer Agreement, by and between APK and AD GmbH, dated July 19, 2016.

6. Domination and Profit and Loss Transfer Agreement, by and between Athene Deutschland Anlagemanagement GmbH ("ADAG") and AD GmbH, dated November 27, 2012.

Consents

Each investor who subscribes, directly or indirectly, for 10% of more of the Shares available in the Private Placement is required to file a change of control notification with BaFin and the BMA.

Related Party Insurance

None.

AGER Bermuda Holding Ltd.
96 Pitts Bay Road
Pembroke, HM08, Bermuda

April 14, 2017

Procific
Willow House, Cricket Square
P.O. Box 709
Grand Cayman, KY1-1107
Cayman Islands

Ladies and Gentlemen:

In connection with an investment by Procific (the "Investor") in AGER Bermuda Holding Ltd., a Bermuda domiciled insurance holding company (the "Company"), and as an inducement for such investment by the Investor in the Company (the "Investment"), the Company has agreed to provide the Investor with this letter agreement (this "Letter Agreement"). The Investor is, contemporaneously herewith, subscribing for an interest in the Company in a private placement (the "Private Placement") pursuant to the Subscription Agreement (the "Subscription Agreement") between the Investor and the Company.

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Subscription Agreement or the Shareholders Agreement (as defined in the Subscription Agreement), as applicable. The Subscription Agreement, the Shareholders Agreement and the Bye-laws are referred to herein as the "Transaction Documents".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree to the definitions above and as follows:

1. **Post-7 Year ROFR Waiver**. Notwithstanding anything contained in the Shareholders Agreement to the contrary, the Company agrees not to exercise its right of first refusal rights under Section 2.2 of the Shareholders Agreement with respect to Transfers by the Investor following the seventh (7^{th}) anniversary of the Initial Share Issuance Date otherwise made in accordance with the provisions of the Shareholders Agreement.

2. **Limited Transfer Opinion**. The Company agrees that, in the event the Board approves an Early Liquidity Transfer for the Investor or if the Investor wishes to carry out a Liquidity Transfer, (a) the Company will not request a legal opinion from the Investor's counsel to the effect that the Transfer will not subject the Company or any member of the Class B Group or any of their Affiliates to additional regulatory requirements and (b) in the event the Company requests an opinion that such Transfer will not cause the Company to be required to register under the Investment Company Act, the Company shall provide such information as the Investor's counsel may reasonably request in connection with the provision of such opinion.

3. **No New Equity Securities**. The Company agrees that from the Closing until such time as the Investor's Remaining Commitment under the Subscription Agreement is zero, the Company will not, and will cause its Subsidiaries not to, (a) issue New Securities to any Person that is not a Shareholder of the Company or (b) enter into a subscription or other similar agreement requiring the Company or any of its Subsidiaries to issue New Securities to any Person that is not a Shareholder of the Company, except as contemplated by the Subscription Agreement, in each case except for New Securities issued by a Subsidiary of the Company solely to the Company or one or more Subsidiaries thereof.

4. **Publication**. None of the Company or any Director, or advisor, or any of the Company's respective Affiliates shall use the name of the Investor (or the name of any of the Investor's Affiliates or beneficial owners) or any derivative thereof in any press release, published notice, advertising or other publication referring to the Investor's investment in the Company, without obtaining the Investor's prior written consent.

5. **Board Information**. The Company agrees that any representative of the Investor that is also a member of the Company's Board of Directors shall be permitted to share information and other materials that are distributed to the Directors with the Investor and the Investor acknowledges and agrees to hold all information so provided in confidence and trust in accordance with, and agrees to be bound by, the confidentiality provisions set forth in Section 6.4 of the Subscription Agreement and Section 4.16 of the Shareholders Agreement with respect to any such information. In addition, the Company represents that, as of the date of the Subscription Closing, each Person (or their representative) that subscribed for more than 10% of the shares of the Company in connection with the 2017 Private Placement shall have the right to receive information and other materials that are distributed to the Directors.

6. **Access to Management**. The Company shall, and shall cause each Subsidiary of the Company to, afford the Investor, during normal business hours, reasonable access, upon reasonable advance notice, to the officers and key employees of the Company and each such Subsidiary.

7. **Information Disclosure; Required Regulatory Approvals**.

(a) Notwithstanding anything in the Transaction Documents, but subject to paragraph 20 of this Letter Agreement, the Investor shall not be required to provide (i) information about the board of directors of the Abu Dhabi Investment Authority ("ADIA"), (ii) any financial statements of ADIA or (iii) such other information relating to ADIA's finances and financial condition that ADIA (x) typically does not disclose consistent with past practice and (y) has not disclosed at any time in the five years preceding the date of such requested disclosure to any applicable regulatory entity in connection with an acquisition by the Investor, a Subsidiary of the Investor or an entity in which the Investor, directly or indirectly, owns a 10% or greater economic or voting interest, and failure to provide such information shall not be deemed to give rise to a violation of any provision of the Transaction Documents (including, without limitation, Section 2.1, 3.1, 5.8 or 6.3 of the

Subscription Agreement); provided, however, that the Investor shall be required to provide any information required to be provided under Article 4 or 5 of the Bye-laws (relating to the Investor's and its Affiliates' direct, indirect or constructive ownership of Shares and other information requested by the Company for purposes of determining voting rights or the applicability of the "controlled foreign corporation" or "related person insurance income" rules of the Code).

(b) The Company agrees that it shall only disclose Investor Confidential Information of the Investor pursuant to Section 6.4(g)(ii) of the Subscription Agreement to the extent the recipient of such Investor Confidential Information has entered into a confidentiality agreement with the Company requiring such information to be kept confidential, subject to customary exceptions.

(c) The Company agrees that nothing contained in Section 2.1, 3.1(e) or 6.3 of the Subscription Agreement shall require, or be deemed to require, the Investor to (i) use greater than its commercially reasonably efforts in seeking to obtain any Required Regulatory Approval or (ii) take any actions or provide any information in connection with obtaining a Required Regulatory Approval beyond the customary information required to be provided in connection with such approval.

(d) If, in connection with any regulatory approval required to be received by the Company or any of its Subsidiaries in connection with any acquisition, reinsurance, disposition, investment or other transaction (a "Company Transaction") to be entered into by the Company or any Subsidiary thereof, (x) the Investor fails to provide any Investor Required Information (as defined below) that it would otherwise be required to provide pursuant to a Transaction Document but for paragraph 7(a) or (c) and (y) the Investor fails to provide substitute information for such Investor Required Information that is acceptable to the applicable Governmental Authority or is necessary to complete the applicable submission to a Governmental Authority, as applicable, within twenty days of being notified by the Company that the Investor failed to deliver such Investor Required Information, and such failure was the principal reason that the Company or such Subsidiary, as the case may be, failed to obtain the required regulatory approval (including if such failure by the Investor was the principal reason that a regulatory submission could not be completed) then an "Information Deficiency Event" with respect to such Company Transaction shall be deemed to have occurred. As used herein, the term "Investor Required Information" means any information relating to the Investor or any Affiliate thereof that is requested by a Governmental Authority, or by the Company in order for the Company or a Subsidiary thereof to complete a submission to a Governmental Authority, in connection with such Governmental Authority's review of a Company Transaction.

(e) In all cases subject to paragraph 7(f), if an Information Deficiency Event occurs with respect to a Company Transaction:

(i) the Company may reduce the number of "Total Shares" that the Investor is required to purchase pursuant to the Investor's Third Party Investor Subscription Agreement, which such reduction may be up to a number of "Total Shares" designated by the Company that would restrict the Investor and its Affiliates from having a right to purchase Common Shares, or from owning Common Shares, that represent greater than (A) 9.9% of the Total Voting Power (as defined in the Bye-laws) or (B) 9.9% of the aggregate economic value of the outstanding Equity Securities (as defined in the Bye-laws); and/or

(ii) at the Company's election, the Investor shall be required to sell, and cause its Affiliates to sell, to the Company or its designee up to the number of Common Shares of the Investor and its Affiliates designated by the Company that would result in the Investor and its Affiliates collectively owning (inclusive of each Shareholder's Commitment for purposes of this determination) no greater than both (A) 9.9% of the Total Voting Power and (B) 9.9% of the aggregate economic value of the outstanding Equity Securities, for a cash purchase price equal to 90% of the aggregate FMV (as defined below) of such Common Shares being so sold;

provided, however, the Company may not require the Investor or any Affiliate to sell any Common Shares pursuant to clause (ii) of this sentence, unless (x) the Company has exercised its rights under clause (i) of this sentence to the maximum extent permitted thereby, and such exercise has not remedied the impairment entirely, or (y) the Company has determined that exercising its rights under clause (i) of this sentence would not remedy the impairment entirely. As used herein, the term "FMV" means, with respect to a Common Share, the fair market value of such Common Share as reasonably determined by the Company based upon the most recent quarterly valuation report that the Company delivered (or was required to deliver) pursuant to Section 2.7(a)(i)(B) of the Shareholders Agreement.

(f) The Company shall not be permitted to exercise its rights under clause (ii) of paragraph 7(e) with respect to any Company Transaction unless, prior to such exercise, the Company has provided the Investor with at least 75 days for the Investor and its Affiliates to complete a sale to one or more third parties (which may not be the Investor or an Affiliate thereof, absent the Company's consent), in accordance with the provisions of the Shareholders Agreement (if applicable thereto), of up to the number of Common Shares with respect to which such rights are being exercised. Notwithstanding anything contained in the Shareholders Agreement to the contrary, the Company agrees not to exercise its right of first refusal rights under Section 2.2 of the Shareholders Agreement with respect to any sale of Common Shares described in the immediately preceding sentence that is otherwise made in accordance with the provisions of the Shareholders Agreement.

(g) If requested by the Investor, the Company shall provide the Investor with reasonable assistance in identifying Persons that may be interested in purchasing Common Shares from the Investor and/or its Affiliates for purposes of completing a sale of Common Shares contemplated by paragraph 7(f).

8. **Preemptive Rights – Debt Securities**. In the event that the Company or any of its Subsidiaries propose to offer any negotiable or tradeable bonds, debentures, promissory notes or other debt securities ("Debt Securities"), some or all of which will be purchased at issuance by Athene or any Subsidiary of Athene or any other member of the Apollo Group, then the Company agrees that, solely with respect to the Investor and its Pro Rata Amount, the provisions of Section 2.4 of the Shareholders Agreement shall apply to such Debt Securities and, notwithstanding anything contained in the Shareholders Agreement to the contrary, in regard to the Investor, the term New Securities shall be deemed to include such Debt Securities and the provisions of Section 2.4 of the Shareholders Agreement shall apply to such proposed offer of Debt Securities *mutatis mutandis*.

9. **Distributions in Kind**. The Company agrees not to make distributions in-kind to the Investor, other than securities of a publicly traded company and agrees to (a) grant the Investor an option to direct the Company to sell the in-kind distribution at the Investor's expense and (b) provide ten (10) Business Days' notice of any proposed in-kind distribution with an express right for the Investor to transfer the right to receive the distribution to an Affiliate.

10. **Consent to Affiliate Transfer**. Upon the consummation of any Permitted Transfer under clause (c) of the definition of "Permitted Transfer" under the Shareholders Agreement by the Investor of all or any portion of its Class A Common Shares to an Affiliate of the Investor, the Company agrees that the rights and benefits of this Letter Agreement (to the extent applicable to such Affiliate) shall extend to such Affiliate as if this Letter Agreement was addressed to it (other than paragraph 6, unless the Investor's entire holdings shall have been transferred to such Affiliate).

11. **Amendments**. The Company agrees to deliver to the Investor any amendments to the Shareholders Agreement, the IAA (as defined in the Bye-Laws), the Cooperation Agreement (as defined in the Investor Memorandum Supplement), the Shared Services Agreement (as defined in the Investor Memorandum Supplement) and the organizational documents of the Company, in each case within ten (10) Business Days after any such amendment becomes effective.

12. **Subscription Agreements**. The Company represents and warrants that the Subscription Agreements executed and delivered by the other Shareholders subscribing for Class A Common Shares in connection with the 2017 Private Placement are, or shall be, substantially similar in all material respects to the Subscription Agreement executed and delivered by the Investor (except as to the amount of the commitments made thereby and the identifying information supplied by each Shareholder therein), other than the subscription agreements entered into with the Additional Investors.

13. **Powers of Attorney**. The Company agrees to deliver to the Investor copies of any documents executed by the Nominee on behalf of the Investor pursuant to the powers of attorney granted by the Investor under Section 2.5(c) of the Shareholders Agreement or by the Chief Executive Officer of the Company on behalf of the Investor pursuant to the powers

of attorney granted by the Investor under Section 2.8(f) of the Shareholders Agreement, in each case within ten (10) Business Days after the execution of any such document. Notwithstanding anything to the contrary contained in the Shareholders Agreement, a power of attorney granted pursuant to Section 2.5(c) and Section 2.8(f) of the Shareholders Agreement shall be limited solely to the purpose for which it has been granted and is not intended to be a general grant of power to independently exercise discretionary judgment on the Investor's behalf.

14. **No Guarantees; Debt Obligations**. Notwithstanding anything to the contrary in the Transaction Documents, the Company agrees that neither the Investor nor its beneficial owner shall be required to give (a) any undertaking, representation, guarantee or warranty in connection to any borrowings by the Company, (b) any investor letter or financial statements or (c) except in connection with "know our customer" or similar identity due diligence, provide any other documents, in any case, for the benefit of any prospective or existing credit facility provider to the Company or any of its Affiliates or underwriter of securities of the Company or any of its Affiliates, or otherwise for the benefit of any creditor, potential creditor or underwriter (including any agent or advisor thereof).

15. **Other Agreements**. The Company hereby agrees to make available to the Investor, as soon as practicable following the Closing Date, a summary of any preferential terms or rights granted to another subscriber for shares in the 2017 Private Placement (other than for Apollo, Athene and their respective Subsidiaries).

16. **Business Days**. Because Friday is not a business day in Abu Dhabi, for the purposes of determining "business days" in the Shareholders Agreement and Subscription Agreement, for any notice period less than ten (10) business days that includes a Friday, the Investor will be given an extra business day to comply with the provision to which such notice period relates.

17. **Notice of Changes to Entity Classification.** The Company is classified as an association taxable as a corporation pursuant to the business entity classification regulations issued by the U.S. Internal Revenue Service under section 7701 of the Code. If the Company determines that it is in the best interest of the Company to effectuate a change in the entity classification of the Company for U.S. tax purposes (e.g., changing the Company's entity classification from a corporation to a partnership for U.S. tax purposes), the Company shall provide the Investor at least 180 days prior written notice before effectuating such change.

18. **Redomestications and Reorganizations**. The Company agrees that, if under Section 2.8(e) of the Shareholders Agreement, the Board makes a determination that it is in the best interest of the Company to domesticate the Company to any European jurisdiction, the United States of America or any other foreign jurisdiction, or otherwise effect a Reorganization of the Company, in connection with an Approved Qualified Listing, the Board will in accordance with, and subject to, its fiduciary duties under applicable law and the Company's Organizational Documents, consider any adverse tax or other consequences on the shareholders of the Company in making such determination; provided, that, this

sentence shall not preclude or otherwise limit the right of the Board to make such a determination even if it would have an adverse tax or other consequence on the Investor.

19. **FATCA**.

(a) The Company will at all times use its commercially reasonable efforts to comply with the reporting requirements necessary to avoid the application of U.S. federal withholding tax under FATCA, or non-U.S. withholding tax under any applicable non-U.S. regime that is similar to FATCA, to payments received by it or any Company Subsidiary.

(b) The Investor represents to the Company that it is an exempt beneficial owner described in section 1471(f) of the Code and the U.S. Treasury regulations thereunder (an "Exempt Beneficial Owner"). The Investor agrees that it will provide the Company an executed IRS Form W-8 (or other appropriate form requested by the Company) indicating that it is an Exempt Beneficial Owner and further agrees to promptly provide a new IRS Form W-8 (or other appropriate form requested by the Company) confirming its status with respect to the information provided on its original form if such information changes or if an updated IRS Form W-8 (or other appropriate form requested by the Company) is required to be held on file in order for the Company to continue to recognize the Investor's status as an Exempt Beneficial Owner. Based on such representation and agreement (and assuming that FATCA does not change in a manner that suggests a different outcome), the Company shall not withhold under FATCA on a payment made by it to the Investor.

20. **Tax Information; AEOI**.

(a) With respect to Section 2.10 of the Shareholders Agreement and Sections 5.8(g) and 6.7 of the Subscription Agreement (and any other provisions of the Shareholders Agreement or Subscription Agreement that may require the Investor to provide information in connection with the AEOI Regimes), the Company agrees that the Investor does not consent to the disclosure of information except to the extent that the Company reasonably determines that such disclosure is required by law in connection with the AEOI Regimes, and that to the extent that the Company reasonably determines that such disclosure is required by law in connection with the AEOI Regimes, prior to making such disclosure to a Person other than a Governmental Authority, the Company will notify the Investor and consult in good faith with the Investor regarding such requirement.

(b) The Investor represents to the Company that it is (i) an Exempt Beneficial Owner; (ii) an "Active NFFE" for purposes of the Agreement Between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Cayman Islands to Improve International Tax Compliance, signed on November 5, 2013, by reason of being an "NFFE" that is a government, a political subdivision of such government or a public body performing a function of such government or a political subdivision thereof, or an "Entity" wholly owned by one or more of the foregoing, for such purposes; and (iii) an "Active NFE" for purposes of the OECD's Standard for Automatic Exchange of Financial Account Information in Tax Matters – Common Reporting Standard ("CRS") by reason of being a "Governmental Entity," or an "Entity" wholly owned by a

"Governmental Entity," for such purposes. Based on such representation, the Company confirms that nothing in Section 2.10 of the Shareholders Agreement or Sections 5.8(g) or 6.7 of the Subscription Agreement (and any other provisions of the Shareholders Agreement or Subscription Agreement that may require the Investor to provide information in connection with the AEOI Regimes) shall require the Investor to provide to the Company confidential non-public information relating to the Investor's beneficial owners; provided that if the Company reasonably concludes in good faith based on written advice of internationally recognized tax advisers and after consultation with the Investor that such confidential non-public information is required in order for the Company or any of its Affiliates to comply with reporting requirements necessary to avoid suffering any withholding taxes, interest, penalties or other expenses and costs under the AEOI Regimes and the Investor refuses to provide such confidential non-public information, the Company may, in its sole and absolute discretion, determine to use any of the remedies described in Section 2.10 of the Shareholders Agreement or Section 6.7 of the Subscription Agreement as if the Investor had committed an AEOI Compliance Failure (after taking into account the revisions contemplated by paragraph 21 of this Letter Agreement).

21. **Tax Indemnity**. The Company agrees that with respect to Section 6.7(e) of the Subscription Agreement, the words "and other expenses and costs" shall be stricken in each place they appear.

22. **Permitted Affiliate Transfers**. The Company confirms that a Transfer of the Investor's Shares to a Permitted Affiliate (as defined below) shall be considered a Permitted Transfer under the Transaction Documents, so long as no such Permitted Affiliate shall own directly or indirectly (including through a total return swap or other derivative arrangement) any interests in Apollo Global Management, LLC that are treated as equity for U.S. federal income tax purposes. For purposes of this paragraph 22, "Permitted Affiliate" means (i) the Government of Abu Dhabi, or (ii) any newly formed entity organized outside of the United States that is wholly owned directly by the Government of Abu Dhabi and established in order to acquire the Shares. For the avoidance of doubt, the Abu Dhabi Investment Council (ADIC), Mubadala Development Company PJSC, the International Petroleum Investment Company and similar investment funds are not the Government of Abu Dhabi for purposes of this paragraph 22.

23. **Qualified Listing**. The Company agrees that it will not list the Company's class B-1 common shares, or the Company's class B-2 common shares, on any stock exchange or quotation system unless there has been a Qualified Listing of the Class A Common Shares.

24. **Transactions Committee**.

(a) For so long as the Procific Member is a member of the Transactions Committee, (i) the Company shall provide notice, or cause notice to be provided, of each meeting of the Transactions Committee to the Procific Member at least five days prior to such meeting and (ii) the Procific Member shall be permitted to attend each meeting of the

Transactions Committee by telephone conference call if such telephonic attendance complies with the Company's operating guidelines.

(b) In connection with negotiating the terms by which the Additional Investor referred to as "Investor A" may participate in the Private Placement in accordance with the Subscription Agreement (including Exhibit E thereof), the Company shall use its reasonable efforts to obtain such Additional Investor's agreement that the Director appointed to the Board by such Additional Investor will not be permitted to vote as a member of the Transactions Committee with respect to any transaction in which business is to be divested to such Additional Investor through the Preferred Transaction Involvement (as defined in Exhibit E of the Subscription Agreement).

25. **Conflicts Committee**. For so long as the Procific Member is a member of the Conflicts Committee, the Procific Member shall be permitted to attend each meeting of the Conflicts Committee by telephone conference call if such telephonic attendance complies with the Company's operating guidelines.

26. **Validity of Letter Agreement; Entire Agreement**. In the event of a conflict between the provisions of this Letter Agreement and either the Shareholders Agreement or the Subscription Agreement, the provisions of this Letter Agreement shall control. This Letter Agreement, the Shareholders Agreement, the Subscription Agreement, and the documents referred to herein and therein constitute the entire agreement among the parties hereto relating to the Investor's investment in the Company.

27. **Termination**. This Letter Agreement shall terminate on the earliest to occur of (a) the termination of the Shareholders Agreement or (b) the date on which the Investor no longer owns any Common Shares of the Company.

28. **Governing Law**. This Letter Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws principles thereof.

29. **Registration Rights Agreement**. In the event the Company conducts a listing of its capital stock on a stock exchange or quotation system in the United States, it shall, prior to such listing, enter into a customary registration rights agreement with the Investor.

30. **Notices**. Notwithstanding any provision in the Transaction Documents, any notices to be delivered to the Investor shall be made by means other than by mail and if any such notice is sent through a nationally recognized overnight courier, such notice shall be deemed to be received when actually delivered; and when sent by fax or email, shall be deemed received on the first AD Business Day following the date of deemed receipt in accordance with the relevant Transaction Document. The term "AD Business Day" means a day other than Friday, Saturday or other day on which commercial banks in Abu Dhabi, United Arab Emirates are authorized or required by law to close.

31. **Miscellaneous**. This Letter Agreement may be executed in counterparts, each of which will constitute an original, but which together will constitute one and the same agreement. This Letter Agreement shall be binding on the parties hereto and their respective

successors and assigns. The provisions of this Letter Agreement are severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision hereof. This Letter Agreement may be amended only by an instrument in writing executed by each of the parties hereto.

If the above correctly reflects your understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this Letter Agreement in the space provided below.

Yours faithfully,

AGER BERMUDA HOLDING LTD.

By: /s/ Tab Shanafelt
Name: Tab Shanafelt
Title: Director

Acknowledged and agreed
as of the date first above written:

PROCIFIC

By: /s/ Mohamed Al Qubaisi
Name: Mohamed Al Qubaisi
Title: Authorised Signatory

By: /s/ Ahmed Abdullatif Ahmed Ibrahim Al Mosa
Name: Ahmed Abdullatif Ahmed Ibrahim Al Mosa
Title: Authorised Signatory

Procific
Willow House, Cricket Square
P.O. Box 709
Grand Cayman, KY1-1107
Cayman Islands
Attention: Directors

April 14, 2017

Ladies and Gentlemen:

This letter (this "Letter Agreement") is made and entered into on this April 14, 2017, among Apollo Principal Holdings IX, L.P., a Cayman Islands exempted limited partnership ("APH IX"), Athene Holding Ltd., a Bermuda exempted company limited by shares ("Athene"), and Procific, a Cayman Islands company limited by shares ("Procific"). Reference is made to that certain Shareholders Agreement of AGER Bermuda Holding Ltd., a Bermuda exempted company limited by shares ("AGER") (such Shareholders Agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Shareholders Agreement"), by and among AGER and its shareholders listed on the signature pages thereto or who become a party thereto. Capitalized terms set forth but not otherwise defined herein shall be deemed to have the respective meanings ascribed to them in the Shareholders Agreement.

This Letter Agreement is being entered into by APH IX, Athene and Procific (each, a "Party" and collectively, the "Parties") in connection with AGER's offering of Shares to certain investors (including, without, limitation, the Parties) pursuant to the 2017 Subscription Agreements.

Section 1. Qualified Transfers.

(a) From and after the occurrence of a Qualified Listing, if any Apollo Shareholder or Athene Shareholder proposes to Transfer any Shares owned by it (the "Transferring Party") to a Third Party (a "Qualified Transfer"), then, notwithstanding that certain provisions of the Shareholders Agreement may have terminated at the time of such Qualified Transfer pursuant to and in accordance with Section 4.1 thereof, the provisions of Section 2.3 of the Shareholders Agreement and any related definitions in the Shareholders Agreement shall apply to such Qualified Transfer as among Procific, the Apollo Shareholders and the Athene Shareholders, *mutatis mutandis*, such that (i) Procific shall be granted the rights of an Other Shareholder (in its capacity as an Entitled Shareholder) under Section 2.3 of the Shareholders Agreement, and shall be deemed to be the sole Entitled Shareholder, in respect of such Qualified Transfer to include Shares owned by Procific in such Qualified Transfer as provided in Section 2.3 of the Shareholders Agreement, *mutatis mutandis*, (ii) the Transferring Party shall be deemed the Co-Sale Offeror for purposes of applying Section 2.3 of the Shareholders Agreement to such Qualified Transfer pursuant to and in accordance with this Section 1, (iii) such Third Party, in its capacity as the Transferee in such Qualified Transfer, shall be deemed the Co-Sale Offeree for purposes of applying Section 2.3 of the Shareholders Agreement to such Qualified Transfer pursuant to and in accordance with this Section 1 and (iv) Pro Rata Amount shall be calculated based on (A) the number of Class A Common Shares and Class B Common Shares held by Procific or the Transferring Party, as applicable, as of the relevant date

of determination, expressed as a percentage of (B) the aggregate number of Class A Common Shares and Class B Common Shares held by Procific, the Apollo Shareholders and the Athene Shareholders; provided, that, notwithstanding the foregoing, the Transferring Party shall not be obligated to otherwise effectuate such Qualified Transfer in accordance with the Shareholders Agreement as required pursuant to Section 2.3(c) of the Shareholders Agreement (except, for the avoidance of doubt, with respect to the provisions of Section 2.3 of the Shareholders Agreement (other than such requirement under Section 2.3(c) of the Shareholders Agreement) as set forth in this Section 1) if the relevant provisions of the Shareholders Agreement have been terminated or no longer apply at such time pursuant to and in accordance with the provisions thereof.

(b) Notwithstanding anything to the contrary herein or otherwise, and in furtherance of and without limiting Section 2.3(f) of the Shareholders Agreement in any respect, this Section 1 shall not apply, and Procific shall have no rights under this Section 1, in respect of (i) any Transfer of Shares by any Apollo Shareholder or Athene Shareholder to one or more of its respective Affiliates, (ii) any Permitted Transfer (without regard to the provisions of sub-clause (e) or (f) of the definition of "Permitted Transfer"), (iii) any Co-Sale Transfer (as defined below), which Co-Sale Transfer shall be governed pursuant to and in accordance with the provisions of Section 2, or (iv) any Transfer of Shares by any Apollo Shareholder or Athene Shareholder principally arising out of, principally relating to, or principally in connection with, any regulatory, tax, operational, accounting and/or other similar considerations.

(c) Notwithstanding anything to the contrary herein or otherwise, for purposes of this Letter Agreement, the definition of "Apollo Shareholders" and any other related definitions set forth herein or in the Shareholders Agreement, shall be deemed to exclude BRH Holdings GP, Ltd. and any direct or indirect owners of equity interests in either BRH Holdings GP, Ltd. or Apollo Global Management, LLC.

Section 2. Co-Sale Transfers.

(a) If any Apollo Shareholder or Athene Shareholder proposes to Transfer any Shares owned by it (the "Selling Party") to an Athene Shareholder or Apollo Shareholder, respectively (such Transferee, a "Co-Sale Transferee" and such Transfer, a "Co-Sale Transfer"), then, notwithstanding that the Co-Sale Transferee may not be a Third Party under Section 2.3 of the Shareholders Agreement, the provisions of Section 2.3 of the Shareholders Agreement and any related definitions in the Shareholders Agreement shall apply to such Co-Sale Transfer as among Procific, the Apollo Shareholders and the Athene Shareholders, *mutatis mutandis*, such that (i) Procific shall be granted the rights of an Other Shareholder (in its capacity as an Entitled Shareholder) under Section 2.3 of the Shareholders Agreement, and shall be deemed to be the sole Entitled Shareholder, in respect of such Co-Sale Transfer to include Shares owned by Procific in such Co-Sale Transfer as provided in Section 2.3 of the Shareholders Agreement, *mutatis mutandis*, (ii) the Selling Party shall be deemed the Co-Sale Offeror for purposes of applying Section 2.3 of the Shareholders Agreement to such Co-Sale Transfer pursuant to and in accordance with this Section 2, (iii) the Co-Sale Transferee, in its capacity as the Transferee in such Co-Sale Transfer, shall be deemed the Co-Sale Offeree for purposes of applying Section 2.3 of the Shareholders Agreement to such Co-Sale Transfer pursuant to and in accordance with this Section 2 and (iv) Pro Rata Amount shall be calculated based on (A) the number of Class A Common Shares and Class B Common

Shares held by Procific or the Selling Party, as applicable, as of the relevant date of determination, expressed as a percentage of (B) the aggregate number of Class A Common Shares and Class B Common Shares held by Procific, the Apollo Shareholders and the Athene Shareholders; provided, that, notwithstanding the foregoing, the Selling Party shall not be obligated to otherwise effectuate such Co-Sale Transfer in accordance with the Shareholders Agreement as required pursuant to Section 2.3(c) of the Shareholders Agreement (except, for the avoidance of doubt, with respect to the provisions of Section 2.3 of the Shareholders Agreement (other than such requirement under Section 2.3(c) of the Shareholders Agreement) as set forth in this Section 2) if the relevant provisions of the Shareholders Agreement have been terminated or no longer apply at such time pursuant to and in accordance with the provisions thereof.

(b) Notwithstanding anything to the contrary herein or otherwise, and in furtherance of and without limiting Section 2.3(f) of the Shareholders Agreement in any respect, the provisions of this Section 2 shall not apply, and Procific shall have no rights under this Section 2, in respect of (i) any Transfer of Shares by any Apollo Shareholder or Athene Shareholder to one or more of its Affiliates, (ii) any Permitted Transfer (without regard to the provisions of sub-clause (e) or (f) of the definition of "Permitted Transfer" to the extent relating to any Transfer by an Apollo Shareholder to an Athene Shareholder or by an Athene Shareholder to an Apollo Shareholder), (iii) any Qualified Transfer, which Qualified Transfer shall be governed pursuant to and in accordance with the provisions of Section 1, or (iv) any Transfer of Shares by any Apollo Shareholder or Athene Shareholder principally arising out of, principally relating to, or principally in connection with, any regulatory, tax, operational, accounting and/or other similar considerations.

Section 3. **No Publicity; Confidentiality**. Each Party agrees that it shall not make, and shall cause its Affiliates not to make, any public reference to (i) any other Party or any of its Affiliates with respect to the transactions contemplated by this Letter Agreement or (ii) the terms and conditions contained herein, or the terms of any Party's (direct or indirect) investment in AGER, including, without limitation, on any website or other media, except (x) as required by applicable law or regulation or listing rule (including in the event that APH IX, Athene, AGER or any of their respective Affiliates takes a voluntary action, such as pursuing an acquisition, divestiture, public offering or other financing transaction, conducting its business or starting a new line of business or expanding an existing line of business into new jurisdictions, the result of which is that such information is required to be disclosed by applicable law or regulation or listing rule, or in connection with the obtaining of regulatory approvals required for the consummation of the transactions contemplated by the 2017 Subscription Agreements), or (y) if it obtains the prior consent of the other Parties as to the substance of such disclosure; provided, that for purposes of the foregoing, (i) none of AGER, Athene or any of their respective Subsidiaries or Athene Asset Management LLC shall be considered an "Affiliate" of Apollo or APH IX, (ii) Athene Asset Management LLC shall not be considered an "Affiliate" of Athene and (iii) from and after the Closing Date (as defined in the 2017 Subscription Agreements), neither AGER nor any Subsidiary thereof shall be considered an "Affiliate" of Athene.

Section 4. **Termination**. Notwithstanding anything to the contrary herein or otherwise, this Letter Agreement shall automatically and permanently terminate and be of no further force and effect without any action by any Party upon any time when Procific and the Permitted Procific Transferees (as defined below) cease to beneficially hold any Common Shares of the Company;

provided, that the respective rights and obligations of the Parties under Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of this Letter Agreement shall survive any such termination.

Section 5. Successors and Assigns. Except as set forth in Section 6., this Letter Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

Section 6. Non-Recourse. Only the Parties shall have any liability or obligation under this Letter Agreement. Each Party agrees that any claim or proceeding arising out of or relating to any breach or violation of, or non-compliance with, this Letter Agreement by any other Party shall be brought by such Party against, or any remedy or recovery in connection therewith may be obtained from, such other Party only, and each Party irrevocably and unconditionally waives the right to bring any such claim or proceeding against, or obtain any such remedy or recovery from, any other Person. For the avoidance of doubt, APH IX and Athene shall cause each Apollo Shareholder and Athene Shareholder, respectively, to the extent such Apollo Shareholder or Athene Shareholder is a controlled Affiliate thereof, to carry out the actions required to be performed by such Apollo Shareholder or Athene Shareholder, as applicable, pursuant to and in accordance with this Letter Agreement.

Section 7. Assignment; Transfers to Affiliates. If Procific transfers all or a portion of its Shares to the Abu Dhabi Investment Authority ("ADIA"), or to any Affiliate of Procific that is controlled by ADIA (ADIA or any such Affiliate, a "Permitted Procific Transferee"), pursuant to Section 2.2 of the Shareholders Agreement, such transferee shall be entitled to the rights granted under this Letter Agreement and references to Procific herein shall be deemed to include such transferee; provided, that (i) such transfer does not adversely affect, in any material respect, APH IX, Athene, AGER or any of their respective Affiliates or security holders from a tax or regulatory perspective and (ii) such Permitted Procific Transferee, as a condition to such transfer, executes a joinder to this Letter Agreement agreeing to be bound by the provisions hereof. Except as specifically permitted pursuant to this Section 7, Procific may not assign any of its rights or assign or delegate any of its obligations under this Letter Agreement without the prior written consent of APH IX and Athene.

Section 8. Amendment; Waiver. This Letter Agreement may only be amended by an instrument in writing signed by the Parties. To be effective, any waiver of any provision of this Letter Agreement requested by any Party must be granted in writing by the Party against whom such waiver is sought to be enforced.

Section 9. Severability. It is the desire and intent of the Parties that the provisions of this Letter Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Letter Agreement shall be adjudicated by a court of competent jurisdiction, or is otherwise reasonably determined by APH IX or Athene (based on the advice of counsel) to be invalid, prohibited or unenforceable for any reason, such provision shall be ineffective, null and void and all actions previously taken pursuant to such provision shall be rescinded, without invalidating the remaining provisions of this Letter Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more

narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Letter Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 10. Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury Trial.

(a) This Letter Agreement shall be governed by and construed in accordance with Bermuda law, without giving effect to any law or rule that would cause the laws of any jurisdiction other than Bermuda to be applied.

(b) **ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS LETTER AGREEMENT MAY ONLY BE BROUGHT AND ENFORCED IN THE COURTS OF BERMUDA, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. EACH OF THE PARTIES IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING IN THE COURTS OF BERMUDA AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. THE PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENTERED IN AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF.**

(c) **EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 11. Letter Agreement Controls. This Letter Agreement supplements the Shareholders Agreement as among Procific, APH IX and Athene, and the terms of this Letter Agreement shall control with respect to Procific in the event any conflict exists between this Letter Agreement and the Shareholders Agreement.

Section 12. Counterparts. The Parties may execute this Letter Agreement in one or more counterparts (which may be delivered by facsimile or electronic transmission), each of which constitutes an original copy of this Letter Agreement and all of which, collectively, constitute only one agreement. The signatures of all the Parties need not appear on the same counterpart.

[*Signature Page Follows*.]

IN WITNESS WHEREOF, the Parties have executed this Letter Agreement as of the date first written above.

APOLLO PRINCIPAL HOLDINGS IX, L.P.

By: Apollo Principal Holdings IX GP, Ltd.

By: /s/ William B. Kuesel
Name: William B. Kuesel
Title: Vice President

ATHENE HOLDING LTD.

By: /s/ Tab Shanafelt
Name: Tab Shanafelt
Title: Director

ACKNOWLEDGED AND AGREED:

PROCIFIC

By: /s/ Mohamed Al Qubaisi
Name: Mohamed Al Qubaisi
Title: Authorised Signatory

PROCIFIC

By: /s/ Ahmed Abdullatif Ahmed Ibrahim Al Mosa
Name: Ahmed Abdullatif Ahmed Ibrahim Al Mosa
Title: Authorised Signatory

Exhibit 31.1

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY OF 2002

I, James R. Belardi, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Athene Holding Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) [Paragraph omitted in accordance with Exchange Act Rule 13a-14(a)];

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 11, 2017

/s/ James R. Belardi

James R. Belardi

Chairman, Chief Executive Officer and Chief Investment Officer

(principal executive officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY OF 2002

I, Martin P. Klein, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Athene Holding Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) [Paragraph omitted in accordance with Exchange Act Rule 13a-14(a)];

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 11, 2017

/s/ Martin P. Klein

Martin P. Klein

Executive Vice President and Chief Financial Officer

(principal financial officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY OF 2002

I, James R. Belardi, certify that Athene Holding Ltd.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Athene Holding Ltd.

Date: May 11, 2017

/s/ James R. Belardi

James R. Belardi

Chairman, Chief Executive Officer and Chief Investment Officer

(principal executive officer)

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.

Exhibit 32.2

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY OF 2002

I, Martin P. Klein, certify that Athene Holding Ltd.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Athene Holding Ltd.

Date: May 11, 2017

/s/ Martin P. Klein

Martin P. Klein

Executive Vice President and Chief Financial Officer

(principal financial officer)

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.