

## UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
 For the quarterly period ended March 31, 2021

or

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

Commission File Number: 001-37963



## ATHENE HOLDING LTD.

(Exact name of registrant as specified in its charter)

Bermuda  
 (State or other jurisdiction of  
 incorporation or organization)

98-0630022  
 (I.R.S. Employer  
 Identification Number)

Second Floor, Washington House  
 16 Church Street  
 Hamilton, HM 11, Bermuda  
 (441) 279-8400

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

Title of each class	Securities registered pursuant to Section 12(b) of the Act:	Trading Symbol	Name of each exchange on which registered
Class A common shares, par value \$0.001 per share		ATH	New York Stock Exchange
Depository Shares, each representing a 1/1,000 <sup>th</sup> interest in a 6.35% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Share, Series A		ATHPrA	New York Stock Exchange
Depository Shares, each representing a 1/1,000 <sup>th</sup> interest in a 5.625% Fixed-Rate Perpetual Non-Cumulative Preference Share, Series B		ATHPrB	New York Stock Exchange
Depository Shares, each representing a 1/1,000 <sup>th</sup> interest in a 6.375% Fixed-Rate Reset Perpetual Non-Cumulative Preference Share, Series C		ATHPrC	New York Stock Exchange
Depository Shares, each representing a 1/1,000 <sup>th</sup> interest in a 4.875% Fixed-Rate Perpetual Non-Cumulative Preference Share, Series D		ATHPrD	New York Stock Exchange

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  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted 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 such files). Yes  No

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  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  No

As of April 30, 2021, 191,742,821 of our Class A common shares were outstanding.

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As used in this Quarterly Report on Form 10-Q (report), 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 report 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 (Securities Act), and Section 21E of the Securities Exchange Act of 1934, as amended (Exchange Act). 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 business, financial condition, results of operations, plans, strategies, objectives, future performance and other matters.

We caution you that forward-looking statements are not guarantees of future performance and that our actual consolidated financial condition, results of operations, liquidity, cash flows and performance may differ materially from that made in or suggested by the forward-looking statements contained in this report. 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, 2020 (2020 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 and/or foreign currency 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;
- major public health issues, and specifically the pandemic caused by the effects of the spread of the Coronavirus Disease of 2019 (COVID-19);
- 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 on 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;
- changes to the creditworthiness of our reinsurance and derivative counterparties;
- the discontinuation of London Inter-bank Offered Rate (LIBOR);
- changes in consumer perception regarding the desirability of annuities as retirement savings products;
- 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 Apollo Global Management, Inc. (AGM) or any of its subsidiaries (collectively, AGM together with its subsidiaries, Apollo) of its investment management agreements with us and limitations on our ability to terminate such arrangements;
- Apollo's dependence on key executives and inability to attract qualified personnel;
- the delay or failure to complete or realize the expected benefits from the proposed merger with AGM;
- the accuracy of our estimates regarding the future performance of our investment portfolio;
- increased regulation or scrutiny of alternative investment advisers and certain trading methods;
- potential changes to laws or regulations affecting, among other things, group supervision and/or group capital requirements, entity-level regulatory capital standards, transactions with our affiliates, the ability of our subsidiaries to make dividend payments or distributions to AHL, acquisitions by or of us, minimum capitalization and statutory reserve requirements for insurance companies and fiduciary obligations on parties who distribute our products;
- the failure to obtain or maintain licenses and/or other regulatory approvals as required for the operation of our insurance subsidiaries;
- increases in our tax liability resulting from the Base Erosion and Anti-Abuse Tax (BEAT);
- AHL or any of its non-United States (US) subsidiaries becoming subject to US federal income taxation;
- adverse changes in US tax law;
- changes in our ability to pay dividends or make distributions;
- the failure to achieve the economic benefits expected to be derived from the Athene Co-Invest Reinsurance Affiliate 1A Ltd. (together with its subsidiaries, ACRA) capital raise or future ACRA capital raises;
- the failure of third-party ACRA investors to fund their capital commitment obligations; and

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- other risks and factors listed in *Part II-Item 1A. Risk Factors* included in this report, *Part I—Item 1A. Risk Factors* included in our 2020 Annual Report and those discussed elsewhere in this report and in our 2020 Annual Report.

We caution you that the important factors referenced above may not be exhaustive. In light of these risks, you should not place undue reliance upon any forward-looking statements contained in this report. Unless an earlier date is specified, the forward-looking statements included in this report are made only as of the date that this report was filed with the US Securities and Exchange Commission (SEC). 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:

### Entities

Term or Acronym	Definition
A-A Mortgage	A-A Mortgage Opportunities, L.P.
AADE	Athene Annuity & Life Assurance Company
AAIA	Athene Annuity and Life Company
AARe	Athene Annuity Re Ltd., a Bermuda reinsurance subsidiary
ACRA	Athene Co-Invest Reinsurance Affiliate 1A Ltd., together with its subsidiaries
ADIP	Apollo/Athene Dedicated Investment Program
AGM	Apollo Global Management, Inc.
AHL	Athene Holding Ltd.
ALRe	Athene Life Re Ltd., a Bermuda reinsurance subsidiary
ALReI	Athene Life Re International Ltd., a Bermuda reinsurance subsidiary
AmeriHome	AmeriHome Mortgage Company, LLC
AOG	Apollo Operating Group
Apollo	Apollo Global Management, Inc., together with its subsidiaries
Apollo Group	(1) AGM, (2) AAA Guarantor – Athene, L.P. (3) any investment fund or other collective investment vehicle whose general partner or managing member is owned, directly or indirectly, by AGM or one or more of AGM's subsidiaries, (4) BRH Holdings GP, Ltd. and its shareholders, (5) any executive officer or employee of AGM or AGM's subsidiaries (6) any shareholder that has granted to AGM or any of its affiliates a valid proxy with respect to all of such shareholder's Class A common shares pursuant to our bye-laws and (7) any affiliate of any of the foregoing (except that AHL or its subsidiaries are not members of the Apollo Group)
AUSA	Athene USA Corporation
Athora	Athora Holding Ltd.
BMA	Bermuda Monetary Authority
ISG	Apollo Insurance Solutions Group LP, formerly known as Athene Asset Management LLC
Jackson	Jackson National Life Insurance Company
LIMRA	Life Insurance and Market Research Association
MidCap	MidCap FinCo Designated Activity Company
NAIC	National Association of Insurance Commissioners
NYSDFS	New York State Department of Financial Services
RLI	ReliaStar Life Insurance Company
Treasury	United States Department of the Treasury
VIAC	Venerable Insurance and Annuity Company, formerly Voya Insurance and Annuity Company
Venerable	Venerable Holdings, Inc., together with its subsidiaries

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**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
ALRe RBC	The risk-based capital ratio using ALRe's Bermuda capital and applying NAIC risk-based capital factors to the statutory financial statements of ALRe and ALRe's non-US reinsurance subsidiaries on an aggregate basis. Adjustments are made to (i) exclude US subsidiaries which are included within our US RBC Ratio, (ii) exclude our interests in the AOG units and other non-insurance subsidiary holding companies from our capital base and (iii) limit RBC concentration charges such that when they are applied to determine target capital, the charges do not exceed 100% of the asset's carrying value.
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 Athene's non-US reinsurance subsidiaries calculated under US statutory accounting principles, including that for policyholder reserve liabilities which are subjected to US cash flow testing requirements, but (i) excluding certain items that do not exist under our applicable Bermuda requirements, such as interest maintenance reserves and (ii) including certain Bermuda statutory accounting differences, such as marking to market of inception date investment gains or losses relating to reinsurance transactions. Bermuda capital may from time to time materially differ from the calculation of statutory capital under US statutory accounting principles primarily due to the foregoing differences.
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
BSCR	Bermuda Solvency Capital Requirement
CAL	Company action level risk-based capital as defined by the model created by the National Association of Insurance Commissioners
CLO	Collateralized loan obligation
CMBS	Commercial mortgage-backed securities
CML	Commercial mortgage loans
Cost of crediting	The interest credited to the policyholders on our fixed annuities, including, with respect to our fixed indexed annuities, option costs, as well as institutional costs related to institutional products, presented on an annualized basis for interim periods
Cost of funds	Cost of funds includes liability costs related to cost of crediting on both deferred annuities and institutional products, as well as other liability costs. Cost of funds is computed as the total liability costs divided by the average net invested assets for the relevant period. Presented on an annualized basis for interim periods.
DAC	Deferred acquisition costs
Deferred annuities	Fixed indexed annuities, annual reset annuities, multi-year guaranteed annuities and registered index-linked annuities
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	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
GAAP	Accounting principles generally accepted in the United States of America
GLWB	Guaranteed lifetime withdrawal benefit
GMDB	Guaranteed minimum death benefit
Gross invested assets	The sum of (a) total investments on the consolidated balance sheet with available-for-sale 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). Gross invested assets includes investments supporting assumed funds withheld and modco agreements and excludes assets associated with funds withheld liabilities related to business exited through reinsurance agreements and derivative collateral (offsetting the related cash positions). Gross invested assets includes the entire investment balance attributable to ACRA as ACRA is 100% consolidated

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Term or Acronym	Definition
IMA	Investment management agreement
IMO	Independent marketing organization
Investment margin on deferred annuities	Investment margin applies to deferred annuities and is the excess of our net investment earned rate over the cost of crediting to our policyholders, presented on an annualized basis for interim periods
Liability outflows	The aggregate of withdrawals on our deferred annuities, maturities of our funding agreements, payments on payout annuities, and pension risk benefit payments
MMS	Minimum margin of solvency
Modco	Modified coinsurance
MVA	Market value adjustment
MYGA	Multi-year guaranteed annuity
Net invested assets	The sum of (a) total investments on the consolidated balance sheet with available-for-sale 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). Net invested assets includes investments supporting assumed funds withheld and modco agreements and excludes assets associated with funds withheld liabilities related to business exited through reinsurance agreements and derivative collateral (offsetting the related cash positions). Net invested assets includes our economic ownership of ACRA investments but does not include the investments associated with the noncontrolling interest
Net investment earned rate	Income from our net invested assets divided by the average net invested assets for the relevant period, presented on an annualized basis for interim periods
Net investment spread	Net investment spread measures our investment performance less the total cost of our liabilities, presented on an annualized basis for interim periods
Net 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 recoverable, excluding policy loans ceded. Net 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. Net 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. Net reserve liabilities is net of the reserve liabilities attributable to the ACRA noncontrolling interest
Other liability costs	Other liability costs include DAC, DSI and VOBA amortization, change in rider reserves, the cost of liabilities on products other than deferred annuities and institutional products, excise taxes, as well as offsets for premiums, product charges and other revenues
Payout annuities	Annuities with a current cash payment component, which consist primarily of single premium immediate annuities, 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
PRT	Pension risk transfer
RBC	Risk-based capital
Rider reserves	Guaranteed lifetime 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
US RBC Ratio	The CAL RBC ratio for AADE, our parent US insurance company
VIE	Variable interest entity
VOBA	Value of business acquired

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**Item 1. Financial Statements**

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

<i>(In millions)</i>	March 31, 2021	December 31, 2020
<b>Assets</b>		
Investments		
Available-for-sale securities, at fair value (amortized cost: 2021 – \$82,190 and 2020 – \$76,100; allowance for credit losses: 2021 – \$111 and 2020 – \$103)	\$ 85,524	\$ 82,853
Trading securities, at fair value	1,979	2,093
Equity securities (portion at fair value: 2021 – \$322 and 2020 – \$330)	524	532
Mortgage loans (allowance for credit losses: 2021 – \$235 and 2020 – \$232; portion at fair value: 2021 – \$18 and 2020 – \$19; consolidated variable interest entities: 2021 – \$1,812 and 2020 – \$1,880)	16,671	15,264
Investment funds (portion at fair value: 2021 – \$319 and 2020 – \$161; consolidated variable interest entities: 2021 – \$154 and 2020 – \$0)	966	803
Policy loans	356	369
Funds withheld at interest (portion at fair value: 2021 – \$636 and 2020 – \$1,944)	46,024	48,612
Derivative assets	3,677	3,523
Short-term investments (portion at fair value: 2021 – \$117 and 2020 – \$222)	125	222
Other investments (allowance for credit losses: 2021 – \$0 and 2020 – \$3; portion at fair value: 2021 – \$105 and 2020 – \$105)	1,722	572
Total investments	<u>157,568</u>	<u>154,843</u>
Cash and cash equivalents	6,427	7,704
Restricted cash	546	738
Investments in related parties		
Available-for-sale securities, at fair value (amortized cost: 2021 – \$6,854 and 2020 – \$6,444; allowance for credit losses: 2021 – \$0 and 2020 – \$1)	6,905	6,520
Trading securities, at fair value	1,710	1,529
Equity securities, at fair value	114	72
Mortgage loans (allowance for credit losses: 2021 – \$15 and 2020 – \$14)	714	674
Investment funds (portion at fair value: 2021 – \$2,060 and 2020 – \$2,119)	5,899	5,284
Funds withheld at interest (portion at fair value: 2021 – \$580 and 2020 – \$862)	12,572	13,030
Other investments (allowance for credit losses: 2021 – \$2 and 2020 – \$4)	469	469
Accrued investment income (related party: 2021 – \$61 and 2020 – \$38)	968	905
Reinsurance recoverable (portion at fair value: 2021 – \$1,880 and 2020 – \$2,100)	4,690	4,848
Deferred acquisition costs, deferred sales inducements and value of business acquired	5,303	4,906
Other assets (consolidated variable interest entities: 2021 – \$173 and 2020 – \$1)	1,785	1,249
<b>Total assets</b>	<u>\$ 205,670</u>	<u>\$ 202,771</u>

*See accompanying notes to the unaudited condensed consolidated financial statements*

*(Continued)*

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

(In millions, except per share data)	March 31, 2021	December 31, 2020
<b>Liabilities and Equity</b>		
<b>Liabilities</b>		
Interest sensitive contract liabilities (related party: 2021 – \$13,830 and 2020 – \$14,150; portion at fair value: 2021 – \$13,581 and 2020 – \$14,181)	\$ 146,247	\$ 144,566
Future policy benefits (related party: 2021 – \$1,665 and 2020 – \$1,610; portion at fair value: 2021 – \$2,254 and 2020 – \$2,376)	31,767	29,258
Other policy claims and benefits	135	130
Dividends payable to policyholders	110	110
Long-term debt	1,977	1,976
Derivative liabilities	288	298
Payables for collateral on derivatives and securities to repurchase	3,952	3,801
Funds withheld liability (portion at fair value: 2021 – \$34 and 2020 – \$59)	422	452
Other liabilities (related party: 2021 – \$108 and 2020 – \$112; consolidated variable interest entities: 2021 – \$200 and 2020 – \$134)	2,436	2,040
<b>Total liabilities</b>	<u>187,334</u>	<u>182,631</u>
<b>Commitments and Contingencies (Note 10)</b>		
<b>Equity</b>		
Preferred stock		
Series A – par value \$1 per share; \$863 aggregate liquidation preference; authorized, issued and outstanding: 2021 and 2020 – 0.0 shares	—	—
Series B – par value \$1 per share; \$345 aggregate liquidation preference; authorized, issued and outstanding: 2021 and 2020 – 0.0 shares	—	—
Series C – par value \$1 per share; \$600 aggregate liquidation preference; authorized, issued and outstanding: 2021 and 2020 – 0.0 shares	—	—
Series D – par value \$1 per share; \$575 aggregate liquidation preference; authorized, issued and outstanding: 2021 and 2020 – 0.0 shares	—	—
Common stock		
Class A – par value \$0.001 per share; authorized: 2021 and 2020 – 425.0 shares; issued and outstanding: 2021 – 191.7 and 2020 – 191.5 shares	—	—
Additional paid-in capital	6,623	6,613
Retained earnings	8,647	8,073
Accumulated other comprehensive income (related party: 2021 – \$55 and 2020 – \$59)	2,021	3,971
<b>Total Athene Holding Ltd. shareholders' equity</b>	<u>17,291</u>	<u>18,657</u>
Noncontrolling interests	1,045	1,483
<b>Total equity</b>	<u>18,336</u>	<u>20,140</u>
<b>Total liabilities and equity</b>	<u>\$ 205,670</u>	<u>\$ 202,771</u>

See accompanying notes to the unaudited condensed consolidated financial statements

(Concluded)

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

<i>(In millions, except per share data)</i>	Three months ended March 31,	
	2021	2020
<b>Revenues</b>		
Premiums (related party: 2021 – \$79 and 2020 – \$69)	\$ 3,011	\$ 1,140
Product charges (related party: 2021 – \$11 and 2020 – \$16)	150	140
Net investment income (related party investment income (loss): 2021 – \$596 and 2020 – \$(214); consolidated variable interest entities: 2021 – \$35 and 2020 – \$0; and related party investment expense: 2021 – \$144 and 2020 – \$128)	1,704	745
Investment related gains (losses) (related party: 2021 – \$(139) and 2020 – \$(631); and consolidated variable interest entities: 2021 – \$(66) and 2020 – \$1)	(488)	(3,572)
Other revenues	14	(2)
<b>Total revenues</b>	4,391	(1,549)
<b>Benefits and expenses</b>		
Interest sensitive contract benefits (related party: 2021 – \$76 and 2020 – \$(97))	394	(1,319)
Amortization of deferred sales inducements	84	10
Future policy and other policy benefits (related party: 2021 – \$89 and 2020 – \$50)	3,317	1,356
Amortization of deferred acquisition costs and value of business acquired	164	(413)
Dividends to policyholders	10	11
Policy and other operating expenses (related party: 2021 – \$12 and 2020 – \$16)	283	188
<b>Total benefits and expenses</b>	4,252	(167)
<b>Income (loss) before income taxes</b>		
Income tax expense (benefit)	139	(1,382)
<b>Net income (loss)</b>		
Less: Net loss attributable to noncontrolling interests	(537)	(169)
<b>Net income (loss) attributable to Athene Holding Ltd. shareholders</b>	614	(1,047)
Less: Preferred stock dividends	36	18
<b>Net income (loss) available to Athene Holding Ltd. common shareholders</b>	\$ 578	\$ (1,065)
<b>Earnings (loss) per share</b>		
Basic – Class A	\$ 3.02	\$ (5.81)
Basic – Classes B, M-1, M-2, M-3 and M-4	N/A	(3.87)
Diluted – Class A	2.94	(5.81)
Diluted – Classes B, M-1, M-2, M-3 and M-4	N/A	(3.87)

N/A – Not applicable. See Note 8 – Earnings Per Share.

See accompanying notes to the unaudited condensed consolidated financial statements

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**ATHENE HOLDING LTD.**

**Condensed Consolidated Statements of Comprehensive Loss (Unaudited)**

<i>(In millions)</i>	Three months ended March 31,	
	2021	2020
Net income (loss)	\$ 77	\$ (1,216)
Other comprehensive income (loss), before tax		
Unrealized investment gains (losses) on available-for-sale securities, net of offsets	(2,591)	(4,839)
Unrealized gains (losses) on hedging instruments	(31)	401
Foreign currency translation and other adjustments	—	9
Other comprehensive loss, before tax	(2,622)	(4,429)
Income tax benefit related to other comprehensive loss	(496)	(797)
Other comprehensive loss	(2,126)	(3,632)
<b>Comprehensive loss</b>	<b>(2,049)</b>	<b>(4,848)</b>
Less: Comprehensive loss attributable to noncontrolling interests	(713)	(352)
<b>Comprehensive loss attributable to Athene Holding Ltd. shareholders</b>	<b>\$ (1,336)</b>	<b>\$ (4,496)</b>

*See accompanying notes to the unaudited condensed consolidated financial statements*

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**ATHENE HOLDING LTD.**

Condensed Consolidated Statements of Equity (*Unaudited*)

(In millions)	<b>Three months ended</b>							
	<b>Preferred stock</b>	<b>Common stock</b>	<b>Additional paid-in capital</b>	<b>Retained earnings</b>	<b>Accumulated other comprehensive income (loss)</b>	<b>Total Athene Holding Ltd. shareholders' equity</b>	<b>Noncontrolling interests</b>	<b>Total equity</b>
<b>Balance at December 31, 2020</b>	\$ —	\$ —	\$ 6,613	\$ 8,073	\$ 3,971	\$ 18,657	\$ 1,483	\$ 20,140
Net income	—	—	—	614	—	614	(537)	77
Other comprehensive loss	—	—	—	—	(1,950)	(1,950)	(176)	(2,126)
Issuance of common shares, net of expenses	—	—	1	—	—	1	—	1
Stock-based compensation	—	—	9	—	—	9	—	9
Retirement or repurchase of shares	—	—	—	(4)	—	(4)	—	(4)
Preferred stock dividends	—	—	—	(36)	—	(36)	—	(36)
Contributions from noncontrolling interests	—	—	—	—	—	—	235	235
Change in equity of noncontrolling interests of consolidated variable interest entities	—	—	—	—	—	—	40	40
<b>Balance at March 31, 2021</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 6,623</b>	<b>\$ 8,647</b>	<b>\$ 2,021</b>	<b>\$ 17,291</b>	<b>\$ 1,045</b>	<b>\$ 18,336</b>
<b>Balance at December 31, 2019</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 4,171</b>	<b>\$ 6,939</b>	<b>\$ 2,281</b>	<b>\$ 13,391</b>	<b>\$ 750</b>	<b>\$ 14,141</b>
Adoption of accounting standard	—	—	—	(117)	(6)	(123)	(2)	(125)
Net loss	—	—	—	(1,047)	—	(1,047)	(169)	(1,216)
Other comprehensive loss	—	—	—	—	(3,449)	(3,449)	(183)	(3,632)
Issuance of common shares, net of expenses	—	—	1,509	—	—	1,509	—	1,509
Stock-based compensation	—	—	5	—	—	5	—	5
Retirement or repurchase of shares	—	—	(184)	(144)	—	(328)	—	(328)
Preferred stock dividends	—	—	—	(18)	—	(18)	—	(18)
Contributions from noncontrolling interests	—	—	—	—	—	—	240	240
Distributions to noncontrolling interests	—	—	—	—	—	—	(46)	(46)
<b>Balance at March 31, 2020</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 5,501</b>	<b>\$ 5,613</b>	<b>\$ (1,174)</b>	<b>\$ 9,940</b>	<b>\$ 590</b>	<b>\$ 10,530</b>

See accompanying notes to the unaudited condensed consolidated financial statements

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**ATHENE HOLDING LTD.**

**Condensed Consolidated Statements of Cash Flows (Unaudited)**

(In millions)	Three months ended March 31,	
	2021	2020
<b>Cash flows from operating activities</b>		
Net income (loss)	\$ 77	\$ (1,216)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Amortization of deferred acquisition costs and value of business acquired	164	(413)
Amortization of deferred sales inducements	84	10
Accretion of net investment premiums, discounts and other	(49)	(62)
Net investment (income) loss (related party: 2021 – \$(416) and 2020 – \$362; consolidated variable interest entities: 2021 – \$56, 2020 – \$0)	(381)	343
Net recognized (gains) losses on investments and derivatives (related party: 2021 – \$(77) and 2020 – \$158; consolidated variable interest entities: 2021 – \$67 and 2020 – \$0)	(651)	2,144
Policy acquisition costs deferred	(143)	(112)
Changes in operating assets and liabilities:		
Accrued investment income (related party: 2021 – \$(23) and 2020 – \$(16))	(63)	5
Interest sensitive contract liabilities (related party: 2021 – \$64 and 2020 – \$(81))	(34)	(1,282)
Future policy benefits, other policy claims and benefits, dividends payable to policyholders and reinsurance recoverable (related party: 2021 – \$59 and 2020 – \$59)	1,250	186
Funds withheld assets and liabilities (related party: 2021 – \$153 and 2020 – \$422)	1,252	1,426
Other assets and liabilities	120	(258)
Net cash provided by operating activities	1,626	771
<b>Cash flows from investing activities</b>		
Sales, maturities and repayments of:		
Available-for-sale securities (related party: 2021 – \$350 and 2020 – \$205)	3,431	4,541
Trading securities (related party: 2021 – \$7 and 2020 – \$17)	18	48
Equity securities	38	2
Mortgage loans	325	898
Investment funds (related party: 2021 – \$155 and 2020 – \$65)	173	111
Derivative instruments and other invested assets	915	475
Short-term investments (related party: 2021 – \$98 and 2020 – \$0)	330	139
Purchases of:		
Available-for-sale securities (related party: 2021 – \$(767) and 2020 – \$(425))	(8,275)	(4,226)
Trading securities (related party: 2021 – \$(120) and 2020 – \$(77))	(149)	(77)
Equity securities (related party: 2021 – \$(35) and 2020 – \$(3))	(48)	(3)
Mortgage loans (related party: 2021 – \$(42) and 2020 – \$0)	(1,786)	(1,365)
Investment funds (related party: 2021 – \$(429) and 2020 – \$(358))	(467)	(375)
Derivative instruments and other invested assets	(1,613)	(305)
Short-term investments (related party: 2021 – \$(100) and 2020 – \$0)	(232)	(125)
Other investing activities, net	457	(116)
Net cash used in investing activities	(6,883)	(378)

(Continued)

See accompanying notes to the unaudited condensed financial statements

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**ATHENE HOLDING LTD.**

**Condensed Consolidated Statements of Cash Flows (Unaudited)**

<i>(In millions)</i>	Three months ended March 31,	
	2021	2020
<b>Cash flows from financing activities</b>		
Issuance of common stock	\$ 1	\$ 350
Repayment of short-term debt	—	(75)
Deposits on investment-type policies and contracts (related party: 2021 – \$26 and 2020 – \$18)	5,162	2,838
Withdrawals on investment-type policies and contracts (related party: 2021 – \$(100) and 2020 – \$(135))	(1,684)	(1,633)
Payments for coinsurance agreements on investment-type contracts, net	(8)	(6)
Capital contributions from noncontrolling interests	235	240
Capital distributions to noncontrolling interests	—	(46)
Net change in cash collateral posted for derivative transactions and securities to repurchase	151	(372)
Preferred stock dividends	(36)	(18)
Repurchase of common stock	(4)	(328)
Other financing activities, net	(29)	20
Net cash provided by financing activities	3,788	970
Effect of exchange rate changes on cash and cash equivalents	—	(22)
Net (decrease) increase in cash and cash equivalents	(1,469)	1,341
Cash and cash equivalents at beginning of year <sup>1</sup>	8,442	4,642
Cash and cash equivalents at end of period <sup>1</sup>	\$ 6,973	\$ 5,983
<b>Supplementary information</b>		
Non-cash transactions		
Deposits on investment-type policies and contracts through reinsurance agreements (related party: 2021 – \$102 and 2020 – \$72)	\$ 214	\$ 131
Withdrawals on investment-type policies and contracts through reinsurance agreements (related party: 2021 – \$408 and 2020 – \$418)	1,925	923
Investments received from settlements on reinsurance agreements	54	—
Investments received from pension risk transfer premiums	1,723	627
Related party investments received in exchange for the issuance of Class A common shares	—	1,147
Assets contributed to consolidated VIEs	169	—

<sup>1</sup> Includes cash and cash equivalents and restricted cash.

(Concluded)

See accompanying notes to the unaudited condensed consolidated financial statements

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### **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 financial services company specializing in retirement services that issues, reinsurance and acquires retirement savings products in the United States (US) and internationally.

We conduct business primarily through the following consolidated subsidiaries:

- Our non-US reinsurance subsidiaries, to which AHL's other insurance subsidiaries and third-party ceding companies directly and indirectly reinsure a portion of their liabilities, including Athene Life Re Ltd. (ALRe), a Bermuda exempted company, and Athene Life Re International Ltd. (ALReI); and
- Athene USA Corporation, an Iowa corporation (together with its subsidiaries, AUSA).

In addition, we consolidate certain variable interest entities (VIEs) for which we have determined we are the primary beneficiary. See *Note 4 – Variable Interest Entities* for further information on VIEs.

**Consolidation and 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 results for the interim periods presented. All intercompany accounts and transactions have been eliminated. Interim operating results are not necessarily indicative of the results expected for the entire year, particularly in light of the material risks and uncertainties surrounding the spread of the Coronavirus Disease of 2019 (COVID-19), which has resulted in significant volatility in the financial markets.

For entities that are consolidated, but not wholly owned, we allocate a portion of the income or loss and corresponding equity to the owners other than us. We include the aggregate of the income or loss and corresponding equity that is not owned by us in noncontrolling interests in the consolidated financial statements.

The condensed consolidated balance sheet as of December 31, 2020 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 audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2020. The preparation of financial statements requires the use of management estimates. Our estimates may vary as more information about the extent to which COVID-19 and the resulting impact on economic conditions and the financial markets become known. Actual results may differ from estimates used in preparing the condensed consolidated financial statements.

**Merger**—On March 8, 2021, we entered into an Agreement and Plan of Merger (Merger Agreement), by and among the Company, Apollo Global Management, Inc., a Delaware corporation (AGM), Tango Holdings, Inc., a Delaware corporation and a direct wholly owned subsidiary of AGM (HoldCo), Blue Merger Sub, Ltd., a Bermuda exempted company and a direct wholly owned subsidiary of HoldCo (AHL Merger Sub), and Green Merger Sub, Inc., a Delaware corporation and a direct, wholly owned subsidiary of HoldCo (AGM Merger Sub). The Company and AGM have agreed, subject to the terms and conditions of the Merger Agreement, to effect an all-stock merger transaction to combine our respective businesses by: (1) AGM merging with AGM Merger Sub, with AGM surviving such merger as a direct wholly owned subsidiary of HoldCo (AGM Merger), (2) the Company merging with AHL Merger Sub, with the Company surviving such merger as a direct, wholly owned subsidiary of HoldCo (AHL Merger and, together with the AGM Merger, Mergers), and (3) as of the effective time of the Mergers, changing the name of HoldCo to be Apollo Global Management, Inc. At the effective time of the Mergers, each AHL Class A common share, subject to certain exceptions, will be converted automatically into the right to receive 1.149 shares of HoldCo common stock. The Mergers are expected to close in January 2022 and are subject to shareholder and regulatory approvals, and other customary closing conditions.

### **Adopted Accounting Pronouncements**

#### *Codification Improvements to Subtopic 310-20, Receivables – Nonrefundable Fees and Other Costs (ASU 2020-08)*

The amendments in this update clarify that callable debt securities should be reevaluated each reporting period to determine if the amortized cost exceeds the amount repayable by the issuer at the next earliest call date and, if so, the excess should be amortized to the next call date. We adopted this update January 1, 2021 on a prospective basis for existing or newly purchased callable debt securities. The adoption of this update did not have a material effect on our condensed consolidated financial statements.

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### **ATHENE HOLDING LTD.**

#### **Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

##### *Clarifying the Interactions between Topic 321, Topic 323, and Topic 815 (ASU 2020-01)*

The amendments in this update are related to certain equity securities without a readily determinable fair value that apply measurement alternative to measure based on cost, minus impairment, if any, adjusted for any observable price changes in orderly transactions of identical or similar investments of the same issuer. The amendment clarifies that an entity should consider observable transactions that require it to either apply or discontinue the equity method of accounting for the purposes of applying the measurement alternative immediately before applying or upon discontinuing the equity method. The amendment further clarifies that for the purpose of applying accounting for certain forward contracts or purchased options, an entity should not consider whether the underlying securities would be accounted for under the equity method or the fair value option upon settlement or exercise. We adopted this update on a prospective basis effective January 1, 2021. This update did not have a material effect on our condensed consolidated financial statements.

##### *Income Taxes – Simplifying the Accounting for Income Taxes (ASU 2019-12)*

The amendments in this update simplify the accounting for income taxes by eliminating certain exceptions to the tax accounting guidance related to the approach for intraperiod tax allocation, the methodology for calculating income taxes in an interim period, and the recognition of deferred tax liabilities related to foreign investment ownership changes. It also simplifies aspects of the accounting for franchise taxes and enacted changes in tax laws or rates and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill and allocating consolidated income taxes to separate financial statements of entities not subject to income tax. We adopted this update January 1, 2021 and applied certain aspects of the update retrospectively while other aspects were applied on a modified retrospective basis. The adoption of this update did not have a material effect on our condensed consolidated financial statements.

### **Recently Issued Accounting Pronouncements**

##### *Insurance – Targeted Improvements to the Accounting for Long-Duration Contracts (ASU 2020-11, ASU 2019-09, ASU 2018-12)*

These updates amend four key areas pertaining to the accounting and disclosures for long-duration insurance and investment contracts.

- The update requires cash flow assumptions used to measure the liability for future policy benefits to be updated at least annually and no longer allows a provision for adverse deviation. The remeasurement of the liability associated with the update of assumptions is required to be recognized in net income. Loss recognition testing is eliminated for traditional and limited-payment contracts. The update also requires the discount rate used in measuring the liability to be an upper-medium grade fixed-income instrument yield, which is to be updated at each reporting date. The change in liability due to changes in the discount rate is to be recognized in other comprehensive income.
- The update simplifies the amortization of deferred acquisition costs and other balances amortized in proportion to premiums, gross profits, or gross margins, requiring such balances to be amortized on a constant level basis over the expected term of the contracts. Deferred costs are required to be written off for unexpected contract terminations but are not subject to impairment testing.
- The update requires certain contract features meeting the definition of market risk benefits to be measured at fair value. Among the features included in this definition are guaranteed lifetime withdrawal benefit (GLWB) and guaranteed minimum death benefit (GMDB) riders attached to our annuity products. The change in fair value of the market risk benefits is to be recognized in net income, excluding the portion attributable to changes in instrument-specific credit risk which is recognized in other comprehensive income.
- The update also introduces disclosure requirements around the liability for future policy benefits, policyholder account balances, market risk benefits, separate account liabilities, and deferred acquisition costs. This includes disaggregated rollforwards of these balances and information about significant inputs, judgments, assumptions and methods used in their measurement.

We are required to adopt these updates on January 1, 2023. Certain provisions of the update are required to be adopted on a fully retrospective basis, while others may be adopted on a modified retrospective basis. Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements.

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**ATHENE HOLDING LTD.**

Notes to Condensed Consolidated Financial Statements (*Unaudited*)

**2. Investments**

**AFS 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) and redeemable preferred stock. Our AFS investment portfolio includes related party investments that are primarily comprised of investments over which Apollo can exercise significant influence. 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 amortized cost, allowance for credit losses, gross unrealized gains and losses and fair value of our AFS investments by asset type:

	March 31, 2021					
	Amortized Cost	Allowance for Credit Losses	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	
(In millions)						
AFS securities						
US government and agencies	\$ 375	\$ —	\$ 1	\$ (25)	\$ 351	
US state, municipal and political subdivisions	898	—	115	(7)	1,006	
Foreign governments	373	—	18	(9)	382	
Corporate	55,922	(8)	3,750	(816)	58,848	
CLO	11,299	—	94	(121)	11,272	
ABS	4,761	(11)	152	(70)	4,832	
CMBS	2,218	(14)	66	(64)	2,206	
RMBS	6,344	(78)	383	(22)	6,627	
<b>Total AFS securities</b>	<b>82,190</b>	<b>(111)</b>	<b>4,579</b>	<b>(1,134)</b>	<b>85,524</b>	
AFS securities – related party						
Corporate	213	—	8	—	221	
CLO	1,864	—	13	(8)	1,869	
ABS	4,777	—	78	(40)	4,815	
<b>Total AFS securities – related party</b>	<b>6,854</b>	<b>—</b>	<b>99</b>	<b>(48)</b>	<b>6,905</b>	
<b>Total AFS securities including related party</b>	<b>\$ 89,044</b>	<b>\$ (111)</b>	<b>\$ 4,678</b>	<b>\$ (1,182)</b>	<b>\$ 92,429</b>	

	December 31, 2020					
	Amortized Cost	Allowance for Credit Losses	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	
(In millions)						
AFS securities						
US government and agencies	\$ 349	\$ —	\$ 3	\$ (1)	\$ 351	
US state, municipal and political subdivisions	864	—	169	—	1,033	
Foreign governments	330	—	38	—	368	
Corporate	51,934	(6)	6,368	(116)	58,180	
CLO	9,631	(1)	145	(206)	9,569	
ABS	4,259	(6)	140	(123)	4,270	
CMBS	2,165	(10)	85	(71)	2,169	
RMBS	6,568	(80)	447	(22)	6,913	
<b>Total AFS securities</b>	<b>76,100</b>	<b>(103)</b>	<b>7,395</b>	<b>(539)</b>	<b>82,853</b>	
AFS securities – related party						
Corporate	213	—	2	—	215	
CLO	1,511	(1)	23	(13)	1,520	
ABS	4,720	—	95	(30)	4,785	
<b>Total AFS securities – related party</b>	<b>6,444</b>	<b>(1)</b>	<b>120</b>	<b>(43)</b>	<b>6,520</b>	
<b>Total AFS securities including related party</b>	<b>\$ 82,544</b>	<b>\$ (104)</b>	<b>\$ 7,515</b>	<b>\$ (582)</b>	<b>\$ 89,373</b>	

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**ATHENE HOLDING LTD.**

**Notes to Condensed Consolidated Financial Statements (Unaudited)**

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

	March 31, 2021	
	Amortized Cost	Fair Value
(In millions)		
AFS securities		
Due in one year or less	\$ 985	\$ 1,000
Due after one year through five years	8,603	9,060
Due after five years through ten years	15,913	16,559
Due after ten years	32,067	33,968
CLO, ABS, CMBS and RMBS	24,622	24,937
<b>Total AFS securities</b>	<b>82,190</b>	<b>85,524</b>
AFS securities – related party		
Due after one year through five years	18	19
Due after five years through ten years	195	202
CLO and ABS	6,641	6,684
<b>Total AFS securities – related party</b>	<b>6,854</b>	<b>6,905</b>
<b>Total AFS securities including related party</b>	<b>\$ 89,044</b>	<b>\$ 92,429</b>

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, for which an allowance for credit losses has not been recorded, aggregated by asset type and length of time the fair value has remained below amortized cost:

	March 31, 2021					
	Less than 12 months		12 months or more		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
(In millions)						
AFS securities						
US government and agencies	\$ 312	\$ (25)	\$ —	\$ —	\$ 312	\$ (25)
US state, municipal and political subdivisions	226	(7)	6	—	232	(7)
Foreign governments	211	(9)	1	—	212	(9)
Corporate	15,665	(749)	398	(43)	16,063	(792)
CLO	2,643	(19)	2,873	(89)	5,516	(108)
ABS	752	(21)	524	(40)	1,276	(61)
CMBS	588	(23)	245	(22)	833	(45)
RMBS	562	(7)	124	(4)	686	(11)
<b>Total AFS securities</b>	<b>20,959</b>	<b>(860)</b>	<b>4,171</b>	<b>(198)</b>	<b>25,130</b>	<b>(1,058)</b>
AFS securities – related party						
CLO	601	(1)	216	(4)	817	(5)
ABS	2,262	(40)	14	—	2,276	(40)
<b>Total AFS securities – related party</b>	<b>2,863</b>	<b>(41)</b>	<b>230</b>	<b>(4)</b>	<b>3,093</b>	<b>(45)</b>
<b>Total AFS securities including related party</b>	<b>\$ 23,822</b>	<b>\$ (901)</b>	<b>\$ 4,401</b>	<b>\$ (202)</b>	<b>\$ 28,223</b>	<b>\$ (1,103)</b>

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**ATHENE HOLDING LTD.**

**Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

(In millions)	December 31, 2020							
	Less than 12 months		12 months or more		Total			
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses		
AFS securities								
US government and agencies	\$ 31	\$ (1)	\$ —	\$ —	\$ 31	\$ (1)		
US state, municipal and political subdivisions	9	—	6	—	15	—		
Foreign governments	2	—	—	—	2	—		
Corporate	2,218	(66)	248	(24)	2,466	(90)		
CLO	1,649	(33)	3,179	(167)	4,828	(200)		
ABS	1,169	(73)	84	(18)	1,253	(91)		
CMBS	710	(37)	48	(13)	758	(50)		
RMBS	548	(11)	37	(2)	585	(13)		
<b>Total AFS securities</b>	<b>6,336</b>	<b>(221)</b>	<b>3,602</b>	<b>(224)</b>	<b>9,938</b>	<b>(445)</b>		
AFS securities – related party								
CLO	336	(3)	232	(10)	568	(13)		
ABS	1,012	(30)	—	—	1,012	(30)		
<b>Total AFS securities – related party</b>	<b>1,348</b>	<b>(33)</b>	<b>232</b>	<b>(10)</b>	<b>1,580</b>	<b>(43)</b>		
<b>Total AFS securities including related party</b>	<b>\$ 7,684</b>	<b>\$ (254)</b>	<b>\$ 3,834</b>	<b>\$ (234)</b>	<b>\$ 11,518</b>	<b>\$ (488)</b>		

The following summarizes the number of AFS securities that were in an unrealized loss position, including related party, for which an allowance for credit losses has not been recorded:

	March 31, 2021		
	Unrealized loss position	Unrealized loss position 12 months or more	
AFS securities	3,556	480	
AFS securities – related party	56	8	

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.

**Allowance for Credit Losses**—The following table summarizes the activity in the allowance for credit losses for AFS securities, including Purchase Credit Deteriorated (PCD) securities, by asset type:

(In millions)	Three months ended March 31, 2021							
	Beginning balance	Additions		Reductions		Additions (reductions) to previously impaired securities		
		Initial credit losses	Initial credit losses on PCD securities	Securities sold during the period				
AFS securities								
Corporate	\$ 6	\$ 2	\$ —	\$ (2)	\$ 2	\$ (1)	\$ 8	
CLO	1	—	—	—	—	—	—	
ABS	6	5	—	—	—	—	11	
CMBS	10	2	—	—	—	2	14	
RMBS	80	—	2	(3)	(1)	—	78	
<b>Total AFS securities</b>	<b>103</b>	<b>9</b>	<b>2</b>	<b>(5)</b>	<b>2</b>	<b>—</b>	<b>111</b>	
AFS securities – related party, CLO	1	—	—	(1)	—	—	—	
<b>Total AFS securities including related party</b>	<b>\$ 104</b>	<b>\$ 9</b>	<b>\$ 2</b>	<b>\$ (6)</b>	<b>\$ 2</b>	<b>\$ 2</b>	<b>\$ 111</b>	

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**ATHENE HOLDING LTD.**

**Notes to Condensed Consolidated Financial Statements (Unaudited)**

(In millions)	Three months ended March 31, 2020					
	Additions		Reductions		Additions (reductions) to previously impaired securities	Ending Balance
	Beginning balance	Initial credit losses	Initial credit losses on PCD securities	Securities sold during the period		
AFS securities						
Corporate	\$ —	\$ 15	\$ —	\$ —	\$ —	\$ 15
ABS	—	5	—	—	—	5
CMBS	—	4	—	—	—	4
RMBS	17	35	1	(1)	2	54
<b>Total AFS securities</b>	<b>\$ 17</b>	<b>\$ 59</b>	<b>\$ 1</b>	<b>\$ (1)</b>	<b>\$ 2</b>	<b>\$ 78</b>

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

(In millions)	Three months ended March 31,	
	2021	2020
AFS securities	\$ 860	\$ 837
Trading securities	63	48
Equity securities	4	4
Mortgage loans	192	186
Investment funds	463	(278)
Funds withheld at interest	206	41
Other	64	37
Investment revenue	1,852	875
Investment expenses	(148)	(130)
<b>Net investment income</b>	<b>\$ 1,704</b>	<b>\$ 745</b>

**Investment Related Gains (Losses)**—Investment related gains (losses) by asset class consists of the following:

(In millions)	Three months ended March 31,	
	2021	2020
AFS securities		
Gross realized gains on investment activity	\$ 73	\$ 164
Gross realized losses on investment activity	(143)	(134)
Net realized investment gains (losses) on AFS securities	(70)	30
Net recognized investment losses on trading securities	(69)	(223)
Net recognized investment gains (losses) on equity securities	17	(50)
Derivative losses	(438)	(3,019)
Provision for credit losses	(8)	(284)
Other gains (losses)	80	(26)
<b>Investment related gains (losses)</b>	<b>\$ (488)</b>	<b>\$ (3,572)</b>

Proceeds from sales of AFS securities were \$892 million and \$1,807 million for the three months ended March 31, 2021 and 2020, respectively.

The following table summarizes the change in unrealized gains (losses) on trading and equity securities we held as of the respective period end:

(In millions)	Three months ended March 31,	
	2021	2020
Trading securities	\$ (121)	\$ (73)
Trading securities – related party	58	(109)
Equity securities	9	(37)
Equity securities – related party	6	—

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**ATHENE HOLDING LTD.**

Notes to Condensed Consolidated Financial Statements (*Unaudited*)

**Purchased Financial Assets with Credit Deterioration**—The following table summarizes our PCD investment purchases with the following amounts at the time of purchase:

(In millions)	Three months ended March 31, 2021	
	Fixed maturity securities	Mortgage loans
Purchase price	\$ 6	\$ 335
Allowance for credit losses at acquisition	2	6
Discount (premiums) attributable to other factors	(2)	(26)
Par value	\$ 6	\$ 315

**Repurchase Agreements**—The following table summarizes the maturities of our repurchase agreements:

(In millions)	March 31, 2021					Total
	Overnight and continuous	Less than 30 days	30-90 days	91 days to 1 year	Greater than 1 year	
Payables for repurchase agreements <sup>1</sup>	\$ —	\$ —	\$ —	\$ —	\$ 599	\$ 599

<sup>1</sup> Included in payables for collateral on derivatives and securities to repurchase on the condensed consolidated balance sheets.

(In millions)	December 31, 2020					Total
	Overnight and continuous	Less than 30 days	30-90 days	91 days to 1 year	Greater than 1 year	
Payables for repurchase agreements <sup>1</sup>	\$ —	\$ —	\$ —	\$ —	\$ 598	\$ 598

<sup>1</sup> Included in payables for collateral on derivatives and securities to repurchase on the condensed consolidated balance sheets.

The following table summarizes the securities pledged as collateral for repurchase agreements:

(In millions)	March 31, 2021		December 31, 2020	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
AFS securities – Corporate	\$ 553	\$ 603	\$ 559	\$ 644

**Mortgage Loans, including related party**—Mortgage loans, net of allowances, consists of the following:

(In millions)	March 31, 2021		December 31, 2020	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Commercial mortgage loans	\$ 12,385	\$ 11,383		
Commercial mortgage loans under development	283	232		
Total commercial mortgage loans	12,668	11,615		
Allowance for credit losses on commercial mortgage loans	(172)	(167)		
<b>Commercial mortgage loans, net of allowances</b>	12,496	11,448		
Residential mortgage loans	4,967	4,569		
Allowance for credit losses on residential mortgage loans	(78)	(79)		
<b>Residential mortgage loans, net of allowances</b>	4,889	4,490		
<b>Mortgage loans, net of allowances</b>	\$ 17,385	\$ 15,938		

We primarily invest in commercial mortgage loans on income producing properties including office and retail buildings, apartments, hotels and industrial properties. 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.

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**Notes to Condensed Consolidated Financial Statements (Unaudited)**

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

(In millions, except for percentages)	March 31, 2021		December 31, 2020	
	Net Carrying Value	Percentage of Total	Net Carrying Value	Percentage of Total
<b>Property type</b>				
Office building	\$ 3,817	30.5 %	\$ 3,589	31.4 %
Retail	2,100	16.8 %	2,083	18.2 %
Apartment	2,770	22.2 %	2,441	21.3 %
Hotels	1,334	10.7 %	1,294	11.3 %
Industrial	1,801	14.4 %	1,362	11.9 %
Other commercial	674	5.4 %	679	5.9 %
<b>Total commercial mortgage loans</b>	<b>\$ 12,496</b>	<b>100.0 %</b>	<b>\$ 11,448</b>	<b>100.0 %</b>
<b>US Region</b>				
East North Central	\$ 1,224	9.8 %	\$ 1,209	10.5 %
East South Central	414	3.3 %	402	3.5 %
Middle Atlantic	3,227	25.8 %	3,069	26.8 %
Mountain	480	3.9 %	487	4.2 %
New England	376	3.0 %	350	3.1 %
Pacific	2,919	23.4 %	2,746	24.0 %
South Atlantic	1,875	15.0 %	1,773	15.5 %
West North Central	141	1.1 %	145	1.3 %
West South Central	674	5.4 %	640	5.6 %
<b>Total US Region</b>	<b>11,330</b>	<b>90.7 %</b>	<b>10,821</b>	<b>94.5 %</b>
<b>International Region</b>				
United Kingdom	724	5.8 %	—	— %
Other International <sup>1</sup>	442	3.5 %	627	5.5 %
<b>Total International Region</b>	<b>1,166</b>	<b>9.3 %</b>	<b>627</b>	<b>5.5 %</b>
<b>Total commercial mortgage loans</b>	<b>\$ 12,496</b>	<b>100.0 %</b>	<b>\$ 11,448</b>	<b>100.0 %</b>

<sup>1</sup> Represents all other countries, with each individual country comprising less than 5% of the portfolio.

Our residential mortgage loan portfolio includes first lien residential mortgage loans collateralized by properties in various geographic locations and is summarized by proportion of the portfolio in the following table:

	March 31, 2021	December 31, 2020
<b>US States</b>		
California	23.3 %	24.8 %
Florida	12.6 %	13.3 %
New York	6.7 %	6.2 %
Other <sup>1</sup>	43.1 %	41.1 %
Total US residential mortgage loan percentage	85.7 %	85.4 %
<b>International</b>		
Ireland	11.1 %	12.9 %
Other <sup>2</sup>	3.2 %	1.7 %
Total International residential mortgage loan percentage	14.3 %	14.6 %
<b>Total residential mortgage loan percentage</b>	<b>100.0 %</b>	<b>100.0 %</b>

<sup>1</sup> Represents all other states, with each individual state comprising less than 5% of the portfolio.

<sup>2</sup> Represents all other countries, with each individual country comprising less than 5% of the portfolio.

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**ATHENE HOLDING LTD.**

**Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

**Loan Valuation Allowance**—The allowances for our mortgage loan portfolio and other loans is summarized as follows:

(In millions)	Three months ended March 31, 2021				Total
	Commercial Mortgage	Residential Mortgage	Other Investments		
Beginning balance	\$ 167	\$ 79	\$ 7		\$ 253
Provision (reversal) for expected credit losses	5	(7)	(5)		(7)
Initial credit losses on PCD loans	—	6	—		6
<b>Ending balance</b>	<b>\$ 172</b>	<b>\$ 78</b>	<b>\$ 2</b>		<b>\$ 252</b>

(In millions)	Three months ended March 31, 2020				Total
	Commercial Mortgage	Residential Mortgage	Other Investments		
Beginning balance	\$ 10	\$ 1	\$ —		\$ 11
Adoption of accounting standard	167	43	11		221
Provision for expected credit losses	166	37	1		204
<b>Ending balance</b>	<b>\$ 343</b>	<b>\$ 81</b>	<b>\$ 12</b>		<b>\$ 436</b>

**Commercial mortgage loans** – Our allowance model for commercial mortgage loans is based on the characteristics of the loans in our portfolio, historical economic data and loss information, and current and forecasted economic conditions. Key loan characteristics affecting the estimate include, among others: time to maturity, delinquency status, loan-to-value ratios, debt service coverage ratios, etc. Key macroeconomic variables include unemployment rates, rent growth, capitalization rates, and the housing price index. Management reviews and approves forecasted macroeconomic variables, along with the reasonable and supportable forecast period and mean reversion technique. Management also evaluates assumptions from independent third parties and these assumptions have a high degree of subjectivity. The mean reversion technique varies by macroeconomic variable and may vary by geographic location. As of March 31, 2021, our reasonable and supportable forecast period was one year, after which, we revert to the 30-year or greater historical average or the 10-year US Department of the Treasury (Treasury) constant maturity rate over a period of up to eight years.

**Residential mortgage loans** – Our allowance model for residential mortgage loans is based on the characteristics of the loans in our portfolio, historical economic data and loss information, and current and forecasted economic conditions. Key loan characteristics affecting the estimate include, among others: time to maturity, delinquency status, original credit scores and loan-to-value ratios. Key macroeconomic variables include unemployment rates and the housing price index. Management reviews and approves forecasted macroeconomic variables, along with the reasonable and supportable forecast period and mean reversion technique. Management also evaluates assumptions from independent third parties and these assumptions have a high degree of subjectivity. The mean reversion technique varies by macroeconomic variable and may vary by geographic location. As of March 31, 2021, our reasonable and supportable forecast period was one year, after which, we revert to the 30-year or greater historical average over a period of up to one year and then continue at those averages through the contractual life of the loan.

**Other investments** – The allowance model for the loans included in other investments and related party other investments derives an estimate based on historical loss data available for similarly rated unsecured corporate debt obligations, while also incorporating management's expectations around prepayment. See Note 9 – *Related Parties* for further information on the related party loans.

#### Credit Quality Indicators

**Residential mortgage loans** – The underwriting process for our residential mortgage loans includes an evaluation of relevant credit information including past loan performance, credit scores, loan-to-value and other relevant information. Subsequent to purchase or origination, we closely monitor economic conditions and loan performance to manage and evaluate our exposure to credit risk in our residential mortgage loan portfolio. The primary credit quality indicator monitored for residential mortgage loans is loan performance. Nonperforming residential mortgage loans are 90 days or more past due and/or are in non-accrual status.

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**ATHENE HOLDING LTD.**

**Notes to Condensed Consolidated Financial Statements (Unaudited)**

The following represents our residential loan portfolio by origination year and performance status:

(In millions)	March 31, 2021								Prior	Total
	2021	2020	2019	2018	2017	2016	2015	2014		
Current (less than 30 days past due)	\$ 542	\$ 911	\$ 789	\$ 1,594	\$ 458	\$ 121	\$ 4,415			
30 to 59 days past due	49	90	38	31	24	10				242
60 to 89 days past due	—	16	66	15	8	3				108
90 days or more past due	—	17	45	61	51	28				202
<b>Total residential mortgages</b>	<b>\$ 591</b>	<b>\$ 1,034</b>	<b>\$ 938</b>	<b>\$ 1,701</b>	<b>\$ 541</b>	<b>\$ 162</b>	<b>\$ 4,967</b>			

(In millions)	December 31, 2020						Prior	Total
	2020	2019	2018	2017	2016	2015		
Current (less than 30 days past due)	\$ 955	\$ 942	\$ 1,730	\$ 485	\$ 141	\$ 6		\$ 4,259
30 to 59 days past due	68	16	34	26	8	1		153
60 to 89 days past due	15	7	16	9	3	—		50
90 days or more past due	3	26	22	43	12	1		107
<b>Total residential mortgages</b>	<b>\$ 1,041</b>	<b>\$ 991</b>	<b>\$ 1,802</b>	<b>\$ 563</b>	<b>\$ 164</b>	<b>\$ 8</b>	<b>\$ 4,569</b>	

The following represents our residential loan portfolio in non-accrual status:

(In millions)	March 31, 2021					December 31, 2020	
	Beginning amortized cost of residential mortgage loans in non-accrual status	Ending amortized cost of residential mortgage loans in non-accrual status	Amortized cost of residential mortgage loans in non-accrual status without a related allowance for credit losses	Prior	Total	Beginning amortized cost of residential mortgage loans in non-accrual status	Ending amortized cost of residential mortgage loans in non-accrual status
Beginning amortized cost of residential mortgage loans in non-accrual status				\$ 107	\$ 67		
Ending amortized cost of residential mortgage loans in non-accrual status				199	107		
Amortized cost of residential mortgage loans in non-accrual status without a related allowance for credit losses				38	13		

During the three months ended March 31, 2021 and 2020, we recognized \$2 million and \$1 million, respectively, of interest income on residential mortgage loans in non-accrual status.

*Commercial mortgage loans* – The following represents our commercial mortgage loan portfolio by origination year and loan performance status:

(In millions)	March 31, 2021						Prior	Total
	2021	2020	2019	2018	2017	2016		
Current (less than 30 days past due)	\$ 1,043	\$ 1,982	\$ 4,424	\$ 2,653	\$ 985	\$ 1,529		\$ 12,616
30 to 59 days past due	—	—	5	22	—	—		27
90 days or more past due	—	—	—	—	25	—		25
<b>Total commercial mortgages</b>	<b>\$ 1,043</b>	<b>\$ 1,982</b>	<b>\$ 4,429</b>	<b>\$ 2,675</b>	<b>\$ 1,010</b>	<b>\$ 1,529</b>	<b>\$ 12,668</b>	

(In millions)	December 31, 2020						Prior	Total
	2020	2019	2018	2017	2016	2015		
Current (less than 30 days past due)	\$ 1,913	\$ 4,400	\$ 2,617	\$ 987	\$ 130	\$ 1,452		\$ 11,499
30 to 59 days past due	—	20	45	25	—	5		95
90 days or more past due	—	—	—	—	—	21		21
<b>Total commercial mortgages</b>	<b>\$ 1,913</b>	<b>\$ 4,420</b>	<b>\$ 2,662</b>	<b>\$ 1,012</b>	<b>\$ 130</b>	<b>\$ 1,478</b>	<b>\$ 11,615</b>	

As of March 31, 2021 and December 31, 2020, we had \$25 million and \$0 million, respectively, of commercial mortgage loans that were 90 days or more past due and still accruing interest.

The following represents our commercial mortgage loan portfolio in non-accrual status:

(In millions)	March 31, 2021					December 31, 2020	
	Beginning amortized cost of commercial mortgage loans in non-accrual status	Ending amortized cost of commercial mortgage loans in non-accrual status	Amortized cost of commercial mortgage loans in non-accrual status without a related allowance for credit losses	Prior	Total	Beginning amortized cost of commercial mortgage loans in non-accrual status	Ending amortized cost of commercial mortgage loans in non-accrual status
Beginning amortized cost of commercial mortgage loans in non-accrual status				\$ 38	\$ —		
Ending amortized cost of commercial mortgage loans in non-accrual status				37	38		
Amortized cost of commercial mortgage loans in non-accrual status without a related allowance for credit losses				—	—		

During the three months ended March 31, 2021 and 2020, no interest income was recognized on commercial mortgage loans in non-accrual status.

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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 value of the underlying collateral. Loan-to-value information is updated annually as part of the re-underwriting process supporting the NAIC risk-based capital rating criteria. The following represents the loan-to-value ratio of the commercial mortgage loan portfolio, excluding those under development, by origination year:

(In millions)	March 31, 2021							Prior	Total
	2021	2020	2019	2018	2017				
Less than 50%	\$ 252	\$ 453	\$ 606	\$ 201	\$ 151			\$ 1,140	\$ 2,803
50% to 59%	67	291	1,332	715	325			196	2,926
60% to 69%	595	646	1,990	1,282	440			138	5,091
70% to 79%	113	459	470	374	94			18	1,528
100% or greater	—	—	—	—	—			37	37
<b>Commercial mortgage loans</b>	<b>\$ 1,027</b>	<b>\$ 1,849</b>	<b>\$ 4,398</b>	<b>\$ 2,572</b>	<b>\$ 1,010</b>	<b>\$ 1,529</b>	<b>\$ 12,385</b>		

  

(In millions)	December 31, 2020							Prior	Total
	2020	2019	2018	2017	2016				
Less than 50%	\$ 431	\$ 600	\$ 201	\$ 152	\$ 44			\$ 1,153	\$ 2,581
50% to 59%	315	1,320	765	300	40			147	2,887
60% to 69%	583	1,988	1,222	440	46			106	4,385
70% to 79%	478	485	375	95	—			13	1,446
80% to 99%	—	—	—	25	—			21	46
100% or greater	—	—	—	—	—			38	38
<b>Commercial mortgage loans</b>	<b>\$ 1,807</b>	<b>\$ 4,393</b>	<b>\$ 2,563</b>	<b>\$ 1,012</b>	<b>\$ 130</b>	<b>\$ 1,478</b>	<b>\$ 11,383</b>		

The debt service coverage ratio is expressed as a percentage of a property's net operating 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. Debt service coverage ratios are updated as more recent financial statements become available, at least annually or as frequently as quarterly in some cases. The following represents the debt service coverage ratio of the commercial mortgage loan portfolio, excluding those under development, by origination year:

(In millions)	March 31, 2021							Prior	Total
	2021	2020	2019	2018	2017				
Greater than 1.20x	\$ 714	\$ 1,068	\$ 2,814	\$ 2,224	\$ 861			\$ 1,399	\$ 9,080
1.00x – 1.20x	313	524	1,187	62	53			94	2,233
Less than 1.00x	—	257	397	286	96			36	1,072
<b>Commercial mortgage loans</b>	<b>\$ 1,027</b>	<b>\$ 1,849</b>	<b>\$ 4,398</b>	<b>\$ 2,572</b>	<b>\$ 1,010</b>	<b>\$ 1,529</b>	<b>\$ 12,385</b>		

  

(In millions)	December 31, 2020							Prior	Total
	2020	2019	2018	2017	2016				
Greater than 1.20x	\$ 1,274	\$ 2,964	\$ 2,440	\$ 846	\$ 129			\$ 1,369	\$ 9,022
1.00x – 1.20x	533	1,122	36	70	1			101	1,863
Less than 1.00x	—	307	87	96	—			8	498
<b>Commercial mortgage loans</b>	<b>\$ 1,807</b>	<b>\$ 4,393</b>	<b>\$ 2,563</b>	<b>\$ 1,012</b>	<b>\$ 130</b>	<b>\$ 1,478</b>	<b>\$ 11,383</b>		

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**Investment Funds**—Our investment fund portfolio consists of funds that employ various strategies and include investments in real estate, real assets, credit, equity and natural resources. Investment funds can meet the definition of VIEs, which are discussed further in *Note 4 – Variable Interest Entities*. Our investment funds do not specify timing of distributions on the funds' underlying assets.

The following summarizes our investment funds, including related party:

(In millions, except for percentages)	March 31, 2021		December 31, 2020	
	Carrying value	Percent of total	Carrying value	Percent of total
Investment funds				
Real estate	\$ 462	47.8 %	\$ 348	43.3 %
Credit funds	122	12.6 %	107	13.3 %
Private equity	300	31.1 %	267	33.3 %
Real assets	82	8.5 %	81	10.1 %
Total investment funds	<u>966</u>	<u>100.0 %</u>	<u>803</u>	<u>100.0 %</u>
Investment funds – related parties				
Differentiated investments				
AmeriHome Mortgage Company, LLC (AmeriHome) <sup>1</sup>	583	9.9 %	444	8.4 %
Catalina Holdings Ltd. (Catalina)	344	5.8 %	334	6.3 %
Athora Holding Ltd. (Athora) <sup>1</sup>	689	11.7 %	709	13.4 %
Venerable Holdings, Inc. (Venerable) <sup>1</sup>	316	5.4 %	123	2.3 %
Other	308	5.2 %	279	5.3 %
Total differentiated investments	<u>2,240</u>	<u>38.0 %</u>	<u>1,889</u>	<u>35.7 %</u>
Real estate	942	16.0 %	828	15.7 %
Credit funds	398	6.7 %	375	7.1 %
Private equity	689	11.7 %	473	8.9 %
Real assets	139	2.3 %	172	3.3 %
Natural resources	110	1.9 %	113	2.1 %
Public equities	100	1.7 %	110	2.1 %
Investment in Apollo <sup>1</sup>	1,281	21.7 %	1,324	25.1 %
Total investment funds – related parties	<u>5,899</u>	<u>100.0 %</u>	<u>5,284</u>	<u>100.0 %</u>
<b>Total investment funds including related party</b>	<b>\$ 6,865</b>		<b>\$ 6,087</b>	

<sup>1</sup> Our AmeriHome investment was held indirectly through A-A Mortgage Opportunities, L.P. (A-A Mortgage). Our Venerable investment is in its parent company, VA Capital Company LLC (VA Capital). See further discussion on these investments and our investments in Apollo and Athora in Note 9 – Related Parties.

**Summarized Ownership of Equity Method Investees**—The following is the summarized income statement information of our equity method investees, A-A Mortgage and VA Capital:

(In millions)	Three months ended March 31,	
	2021	2020
Net income – VA Capital	\$ 913	\$ 48
Net income – A-A Mortgage	261	39

**Non-Consolidated Securities and Investment Funds**

**Fixed maturity securities** – We invest in securitization entities as a debt holder or an investor in the residual interest of the securitization vehicle. 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 of 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.

**Equity securities** – We invest in preferred equity securities issued by entities deemed to be VIEs due to insufficient equity within the structure.

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#### Notes to Condensed Consolidated Financial Statements (*Unaudited*)

Our risk of loss associated with our non-consolidated investments depends on the investment. Investment funds, equity securities and trading securities are limited to the carrying value plus unfunded commitments. AFS securities are limited to amortized cost plus unfunded commitments.

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

(In millions)	March 31, 2021		December 31, 2020	
	Carrying Value	Maximum Loss Exposure	Carrying Value	Maximum Loss Exposure
Investment funds	\$ 966	\$ 1,605	\$ 803	\$ 1,265
Investment in related parties – investment funds	5,899	8,664	5,284	7,989
Investment in fixed maturity securities	25,324	25,009	23,325	23,027
Investment in related parties – fixed maturity securities	8,394	9,738	7,834	8,126
Investment in related parties – equity securities	114	114	72	72
Total non-consolidated investments	\$ 40,697	\$ 45,130	\$ 37,318	\$ 40,479

### 3. Derivative Instruments

We use a variety of derivative instruments to manage risks, primarily equity, interest rate, credit, foreign currency and market volatility. 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:

(In millions)	March 31, 2021			December 31, 2020		
	Notional Amount	Fair Value		Notional Amount	Fair Value	
		Assets	Liabilities		Assets	Liabilities
<b>Derivatives designated as hedges</b>						
Foreign currency swaps	4,856	\$ 120	\$ 183	4,417	\$ 134	\$ 181
Foreign currency forwards	3,465	58	7	2,038	3	9
Foreign currency interest rate swaps	1,183	1	57	—	—	—
Foreign currency forwards on net investments	224	—	—	173	—	2
<b>Total derivatives designated as hedges</b>	<b>179</b>		<b>247</b>		<b>137</b>	<b>192</b>
<b>Derivatives not designated as hedges</b>						
Equity options	54,116	3,297	17	53,666	3,209	22
Futures	26	40	—	24	58	2
Total return swaps	119	4	—	97	6	—
Foreign currency swaps	1,541	53	—	1,510	96	—
Interest rate swaps	805	27	3	803	—	34
Credit default swaps	10	—	5	10	—	4
Foreign currency forwards	4,686	77	16	3,595	17	44
Embedded derivatives						
Funds withheld including related party		1,216	34		2,806	59
Interest sensitive contract liabilities		—	12,473		—	12,873
<b>Total derivatives not designated as hedges</b>	<b>4,714</b>		<b>12,548</b>		<b>6,192</b>	<b>13,038</b>
<b>Total derivatives</b>	<b>\$ 4,893</b>		<b>\$ 12,795</b>		<b>\$ 6,329</b>	<b>\$ 13,230</b>

#### Derivatives Designated as Hedges

**Cash Flow Hedges** – We use foreign currency swaps to convert foreign currency denominated cash flows of investments or liabilities to US dollars to reduce cash flow fluctuations due to changes in currency exchange rates. These swaps will expire by March 2052. The following is a summary of the gains (losses) recorded in OCI related to cash flow hedges:

(In millions)	Three months ended March 31,	
	2021	2020
Foreign currency swaps	\$ (31)	\$ 401

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### **ATHENE HOLDING LTD.**

#### **Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

There were no amounts reclassified to income and no amounts deemed ineffective during the three months ended March 31, 2021 and 2020. As of March 31, 2021, no amounts are expected to be reclassified to income within the next 12 months.

**Fair Value Hedges** – We use foreign currency forward contracts and foreign currency interest rate swaps that are designated and accounted for as fair value hedges. 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. We use foreign currency interest rate swaps to hedge certain exposures to foreign currency risk and interest rate risk relating to foreign currency denominated funding agreements.

The following represents the carrying amount and the cumulative fair value hedging adjustments included in the hedged assets or liabilities:

(In millions)	March 31, 2021		December 31, 2020	
	Carrying amount of the hedged assets or liabilities <sup>1</sup>	Cumulative amount of fair value hedging gains (losses)	Carrying amount of the hedged assets or liabilities <sup>1</sup>	Cumulative amount of fair value hedging gains (losses)
AFS securities – Foreign currency forwards	\$ 2,997	\$ (102)	\$ 1,932	\$ 117
Interest sensitive contract liabilities				
Foreign currency forwards	75	4	65	(1)
Foreign currency interest rate swaps	1,178	50	—	—

<sup>1</sup> The carrying amount disclosed for AFS securities is amortized cost.

The following is a summary of the gains (losses) related to the derivatives and related hedged items in fair value hedge relationships:

(In millions)	Derivatives	Hedged Items	Amount Excluded	Net
<b>Three months ended March 31, 2021</b>				
Investment related gains (losses)				
Foreign currency forwards	\$ 218	\$ (217)	\$ —	\$ 1
Foreign currency interest rate swaps	(36)	41	—	5
Interest sensitive contract benefits				
Foreign currency interest rate swaps	1	(1)	—	—
<b>Three months ended March 31, 2020</b>				
Investment related gains (losses) – Foreign currency forwards	\$ 12	\$ (8)	\$ —	\$ 4

**Net Investment Hedges** – We use foreign currency forwards to hedge the foreign currency exchange rate risk of our investments in subsidiaries that have a reporting currency other than the US dollar. We assess hedge effectiveness based on the changes in forward rates. During the three months ended March 31, 2021 and 2020, these derivatives had losses of \$2 million and gains of \$13 million, respectively, which are included in foreign currency translation and other adjustments on the condensed consolidated statements of comprehensive loss. As of March 31, 2021 and December 31, 2020, the cumulative foreign currency translation recorded in accumulated other comprehensive income (AOCI) related to these net investment hedges were losses of \$2 million and \$0 million, respectively. During the three months ended March 31, 2021 and 2020, there were no amounts deemed ineffective.

#### **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 equity indexed options. The contracts are net settled in cash based on differentials in the indices at the time of exercise and the strike price.

**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 or index 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 or index, which includes both the income it generates and any capital gains.

**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. 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.

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**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.

**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 modified coinsurance (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:

(In millions)	Three months ended March 31,	
	2021	2020
Equity options	\$ 502	\$ (1,581)
Futures	11	16
Swaps	31	(75)
Foreign currency forwards	(31)	67
Embedded derivatives on funds withheld	(1,133)	(1,446)
<b>Amounts recognized in investment related gains (losses)</b>	(620)	(3,019)
Embedded derivatives in indexed annuity products <sup>1</sup>	335	1,177
<b>Total gains (losses) on derivatives not designated as hedges</b>	<u>\$ (285)</u>	<u>\$ (1,842)</u>

<sup>1</sup> Included in interest sensitive contract benefits on the condensed consolidated statements of income (loss).

**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.

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:

(In millions)	Gross amounts not offset on the condensed consolidated balance sheets						Net amount after securities collateral <sup>3</sup>
	Gross amount recognized <sup>1</sup>	Financial instruments <sup>2</sup>	Collateral (received)/pledged	Net amount	Off-balance sheet securities collateral <sup>3</sup>		
<b>March 31, 2021</b>							
Derivative assets	\$ 3,677	\$ (211)	\$ (3,355)	\$ 111	\$ (26)	\$ 85	
Derivative liabilities	(288)	211	67	(10)	—	—	(10)
<b>December 31, 2020</b>							
Derivative assets	\$ 3,523	\$ (165)	\$ (3,196)	\$ 162	\$ (46)	\$ 116	
Derivative liabilities	(298)	165	144	11	—	—	11

<sup>1</sup> The gross amounts of recognized derivative assets and derivative liabilities are reported on the condensed consolidated balance sheets. As of March 31, 2021 and December 31, 2020, amounts not subject to master netting or similar agreements were immaterial.

<sup>2</sup> 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.

<sup>3</sup> For non-cash collateral received, we do not recognize the collateral on our balance sheet unless the obligor (transferor) has defaulted under the terms of the secured contract and is no longer entitled to redeem the pledged asset. Amounts do not include any excess of collateral pledged or received.

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### **Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

#### **4. Variable Interest Entities**

During the first quarter 2021, we consolidated the following VIEs:

- Hamlet Securitization Trust 2020-CRE1 (Hamlet)
- A-A SPN-9 (ASREII - ACRASP), L.P. and A-A SPN-9 (ASREII - ALRESP), L.P. (collectively, A-A SPN-9)
- A-A Offshore 2021-1 (Java), L.P. (Java)

Hamlet was formed to securitize a portion of our commercial mortgage loan portfolio as CMBS securities held by AHL subsidiaries and third-party cedant portfolios. Securitization of these commercial mortgage loans allows retention of the full economics of these assets while being able to pledge these assets as collateral to the Federal Home Loan Bank (FHLB) under the funding agreement program. As of March 31, 2021 and December 31, 2020, Hamlet primarily held \$1,812 million and \$1,880 million, respectively, of commercial mortgage loans. As substantially all of the activities and economics of Hamlet are conducted on our behalf, we are the primary beneficiary and consolidate Hamlet and the assets are included in mortgage loans on the condensed consolidated balance sheets. Additionally, as Hamlet is in the form of a trust, the commercial mortgage loan assets are included in the pledged assets and funds in trust table in *Note 10 – Commitments and Contingencies*.

A-A SPN-9 is comprised of limited partnership entities that invest in an underlying investment fund. As of March 31, 2021, A-A SPN-9 primarily held \$130 million of investment funds. We are the only limited partner in these entities 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 direct voting rights as a limited partner at the A-A SPN-9 level, but we do have an ability to dissolve the underlying investment that results in dissolution of the entities. Therefore, as we have a unilateral ability to ultimately dissolve the entities and also own all of the economics in each of the entities, we are deemed to be the primary beneficiary of the VIEs.

Java is an investment fund. As of March 31, 2021, Java primarily held \$24 million of investment funds and \$151 million of other assets. We are both the general partner and the only limited partner in this investment fund and receive all of the economic benefits and losses. The general partner hired a related party investment manager who receives management fees and service fees, as applicable. We hold both the power, as a general partner, and significant economics, as a limited partner, satisfying the primary beneficiary criteria.

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 any of the consolidated VIEs.

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### **Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

#### **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.

Net Asset Value (NAV) – Investment funds are typically measured using NAV as a practical expedient in determining fair value and are not classified in the fair value hierarchy. Our carrying value reflects our pro rata ownership percentage as indicated by NAV in the investment fund financial statements, which we may adjust if we determine NAV is not calculated consistent with investment company fair value principles. The underlying investments of the investment funds may have significant unobservable inputs, which may include but are not limited to, comparable multiples and weighted average cost of capital rates applied in valuation models or a discounted cash flow model.

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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**ATHENE HOLDING LTD.**

**Notes to Condensed Consolidated Financial Statements (Unaudited)**

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

(In millions)	March 31, 2021				
	Total	NAV	Level 1	Level 2	Level 3
<b>Assets</b>					
AFS securities					
US government and agencies	\$ 351	\$ —	\$ 342	\$ 9	\$ —
US state, municipal and political subdivisions	1,006	—	—	1,006	—
Foreign governments	382	—	—	380	2
Corporate	58,848	—	—	58,066	782
CLO	11,272	—	—	11,098	174
ABS	4,832	—	—	3,625	1,207
CMBS	2,206	—	—	2,158	48
RMBS	6,627	—	—	6,627	—
Total AFS securities	<u>85,524</u>	<u>—</u>	<u>342</u>	<u>82,969</u>	<u>2,213</u>
Trading securities					
US government and agencies	6	—	3	3	—
US state, municipal and political subdivisions	100	—	—	100	—
Corporate	1,486	—	—	1,486	—
ABS	132	—	—	97	35
CMBS	57	—	—	57	—
RMBS	198	—	—	139	59
Total trading securities	<u>1,979</u>	<u>—</u>	<u>3</u>	<u>1,882</u>	<u>94</u>
Equity securities	322	—	36	272	14
Mortgage loans	18	—	—	—	18
Investment funds	319	148	—	—	171
Funds withheld at interest – embedded derivative	636	—	—	—	636
Derivative assets	3,677	—	40	3,637	—
Short-term investments	117	—	51	66	—
Other investments	105	—	—	105	—
Cash and cash equivalents	6,427	—	6,427	—	—
Restricted cash	546	—	546	—	—
Investments in related parties					
AFS securities					
Corporate	221	—	—	20	201
CLO	1,869	—	—	1,869	—
ABS	4,815	—	—	684	4,131
Total AFS securities – related party	<u>6,905</u>	<u>—</u>	<u>—</u>	<u>2,573</u>	<u>4,332</u>
Trading securities					
CLO	69	—	—	25	44
ABS	1,641	—	—	—	1,641
Total trading securities – related party	<u>1,710</u>	<u>—</u>	<u>—</u>	<u>25</u>	<u>1,685</u>
Equity securities	114	—	—	—	114
Investment funds	2,060	90	—	—	1,970
Funds withheld at interest – embedded derivative	580	—	—	—	580
Reinsurance recoverable	1,880	—	—	—	1,880
<b>Total assets measured at fair value</b>	<b>\$ 112,919</b>	<b>\$ 238</b>	<b>\$ 7,445</b>	<b>\$ 91,529</b>	<b>\$ 13,707</b>
<b>Liabilities</b>					
Interest sensitive contract liabilities					
Embedded derivative	\$ 12,473	\$ —	\$ —	\$ —	\$ 12,473
Universal life benefits	1,108	—	—	—	1,108
Future policy benefits					
AmerUs Life Insurance Company (AmerUs) Closed Block	1,497	—	—	—	1,497
Indianapolis Life Insurance Company (ILICO) Closed Block and life benefits	757	—	—	—	757
Derivative liabilities	288	—	—	283	5
Funds withheld liability – embedded derivative	34	—	—	34	—
<b>Total liabilities measured at fair value</b>	<b>\$ 16,157</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 317</b>	<b>\$ 15,840</b>

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

(In millions)	December 31, 2020				
	Total	NAV	Level 1	Level 2	Level 3
<b>Assets</b>					
AFS securities					
US government and agencies	\$ 351	\$ —	\$ 332	\$ 19	\$ —
US state, municipal and political subdivisions	1,033	—	—	999	34
Foreign governments	368	—	—	366	2
Corporate	58,180	—	—	57,402	778
CLO	9,569	—	—	9,361	208
ABS	4,270	—	—	3,470	800
CMBS	2,169	—	—	2,126	43
RMBS	6,913	—	—	6,913	—
Total AFS securities	<u>82,853</u>	<u>—</u>	<u>332</u>	<u>80,656</u>	<u>1,865</u>
Trading securities					
US government and agencies	6	—	3	3	—
US state, municipal and political subdivisions	106	—	—	106	—
Corporate	1,577	—	—	1,577	—
CLO	4	—	—	—	4
ABS	128	—	—	93	35
CMBS	52	—	—	52	—
RMBS	220	—	—	173	47
Total trading securities	<u>2,093</u>	<u>—</u>	<u>3</u>	<u>2,004</u>	<u>86</u>
Equity securities	330	—	57	262	11
Mortgage loans	19	—	—	—	19
Investment funds	161	144	—	—	17
Funds withheld at interest – embedded derivative	1,944	—	—	—	1,944
Derivative assets	3,523	—	58	3,465	—
Short-term investments	222	—	146	74	2
Other investments	105	—	—	105	—
Cash and cash equivalents	7,704	—	7,704	—	—
Restricted cash	738	—	738	—	—
Investments in related parties					
AFS securities					
Corporate	215	—	—	20	195
CLO	1,520	—	—	1,520	—
ABS	4,785	—	—	676	4,109
Total AFS securities – related party	<u>6,520</u>	<u>—</u>	<u>—</u>	<u>2,216</u>	<u>4,304</u>
Trading securities					
CLO	54	—	—	4	50
ABS	1,475	—	—	—	1,475
Total trading securities – related party	<u>1,529</u>	<u>—</u>	<u>—</u>	<u>4</u>	<u>1,525</u>
Equity securities	72	—	—	—	72
Investment funds	2,119	86	—	—	2,033
Funds withheld at interest – embedded derivative	862	—	—	—	862
Reinsurance recoverable	2,100	—	—	—	2,100
<b>Total assets measured at fair value</b>	<b>\$ 112,894</b>	<b>\$ 230</b>	<b>\$ 9,038</b>	<b>\$ 88,786</b>	<b>\$ 14,840</b>
<b>Liabilities</b>					
Interest sensitive contract liabilities					
Embedded derivative	\$ 12,873	\$ —	\$ —	\$ —	\$ 12,873
Universal life benefits	1,308	—	—	—	1,308
Future policy benefits					
AmerUs Closed Block	1,600	—	—	—	1,600
ILICO Closed Block and life benefits	776	—	—	—	776
Derivative liabilities	298	—	2	292	4
Funds withheld liability – embedded derivative	59	—	—	59	—
<b>Total liabilities measured at fair value</b>	<b>\$ 16,914</b>	<b>\$ —</b>	<b>\$ 2</b>	<b>\$ 351</b>	<b>\$ 16,561</b>

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#### **Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

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

*AFS and trading securities* – We obtain the fair value for most marketable securities 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 US and non-US corporate bonds, US agency and government guaranteed securities, CLO, ABS, CMBS and RMBS.

We also have fixed maturity securities priced based on indicative broker quotes or by employing market accepted valuation models. For certain fixed maturity securities, the valuation model uses significant unobservable inputs and are included in Level 3 in our fair value hierarchy. Significant unobservable inputs used include: discount rates, issue specific credit adjustments, material non-public financial information, estimation of future earnings and cash flows, default rate assumptions, liquidity assumptions and indicative quotes from market makers. These inputs are usually considered unobservable, as not all market participants have access to this data.

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.

*Investment funds* – Certain investment funds for which we elected the fair value option are included in Level 3 and are priced based on market accepted valuation models. The valuation models use significant unobservable inputs, which include material non-public financial information, estimation of future distributable earnings and demographic assumptions. These inputs are usually considered unobservable, as not all market participants have access to this data.

*Funds withheld at interest 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 modco and 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 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, including restricted cash* – 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.

*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 obligations to the closed block business. This component is the present value of the projected release of required capital and future earnings before income taxes on required capital supporting the AmerUs Closed Block, discounted at a rate which represents a market participant's required rate of return, less the initial required capital. Unobservable inputs include estimates for these items. The AmerUs Closed Block policyholder liabilities and any corresponding reinsurance recoverable are classified as Level 3.

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**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 which include commissions, administrative expenses, reinsurance premiums and benefits, and an explicit cost of capital. The discount rate includes a margin to reflect the business and nonperformance risk. Unobservable inputs include estimates for these items. 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. 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. 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, including related parties:

(In millions)	Three months ended March 31,	
	2021	2020
Trading securities	\$ (69)	\$ (223)
Investment funds	(60)	(300)
Future policy benefits	103	65
<b>Total gains (losses)</b>	<b>\$ (26)</b>	<b>\$ (458)</b>

Gains and losses on trading securities are recorded in investment related gains (losses) on the condensed consolidated statements of income (loss). 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 (loss). 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 (loss). 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 (loss).

The following summarizes information for fair value option mortgage loans:

(In millions)	March 31, 2021		December 31, 2020	
Unpaid principal balance	\$ 16		\$ 17	
Mark to fair value	2		2	
<b>Fair value</b>	<b>\$ 18</b>		<b>\$ 19</b>	

There were no fair value option mortgage loans 90 days or more past due as of March 31, 2021 and December 31, 2020.

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**Notes to Condensed Consolidated Financial Statements (Unaudited)**

**Level 3 Financial Instruments**—The following are reconciliations for Level 3 assets and liabilities measured at fair value on a recurring basis. All transfers in and out of Level 3 are based on changes in the availability of pricing sources, as described in the valuation methods above.

(In millions)	Three months ended March 31, 2021							
	Total realized and unrealized gains (losses)			Net purchases, issuances, sales and settlements	Net transfers in (out)	Ending balance	Total gains (losses) included in earnings <sup>1</sup>	Total gains (losses) included in OCI <sup>1</sup>
	Beginning balance	Included in income	Included in OCI					
<b>Assets</b>								
AFS securities								
US state, municipal and political subdivisions	\$ 34	\$ —	\$ —	\$ —	\$ (34)	\$ —	\$ —	\$ —
Foreign governments	2	—	—	—	—	2	—	—
Corporate	778	4	21	22	(43)	782	—	21
CLO	208	—	—	(34)	—	174	—	—
ABS	800	3	27	468	(91)	1,207	—	35
CMBS	43	—	5	—	—	48	—	4
Trading securities								
CLO	4	—	—	(4)	—	—	—	—
ABS	35	—	—	—	—	35	—	—
RMBS	47	(5)	—	—	17	59	(2)	—
Equity securities	11	3	—	—	—	14	4	—
Mortgage loans	19	—	—	(1)	—	18	—	—
Investment funds	17	3	—	42	109	171	3	—
Funds withheld at interest – embedded derivative	1,944	(1,308)	—	—	—	636	—	—
Short-term investments	2	—	—	—	(2)	—	—	—
Investments in related parties								
AFS securities								
Corporate	195	—	6	—	—	201	—	6
ABS	4,109	(5)	(27)	115	(61)	4,131	—	(27)
Trading securities								
CLO	50	16	—	(3)	(19)	44	25	—
ABS	1,475	35	—	131	—	1,641	37	—
Equity securities	72	8	—	34	—	114	8	—
Investment funds	2,033	(63)	—	—	—	1,970	(63)	—
Funds withheld at interest – embedded derivative	862	(282)	—	—	—	580	—	—
Reinsurance recoverable	2,100	(220)	—	—	—	1,880	—	—
<b>Total Level 3 assets</b>	<b>\$ 14,840</b>	<b>\$ (1,811)</b>	<b>\$ 32</b>	<b>\$ 770</b>	<b>\$ (124)</b>	<b>\$ 13,707</b>	<b>\$ 12</b>	<b>\$ 39</b>
<b>Liabilities</b>								
Interest sensitive contract liabilities								
Embedded derivative	\$ (12,873)	\$ 335	\$ —	\$ 65	\$ (12,473)	\$ —	\$ —	\$ —
Universal life benefits	(1,308)	200	—	—	(1,108)	—	—	—
Future policy benefits								
AmerUs Closed Block	(1,600)	103	—	—	—	(1,497)	—	—
ILICO Closed Block and life benefits	(776)	19	—	—	—	(757)	—	—
Derivative liabilities	(4)	(1)	—	—	—	(5)	(1)	—
<b>Total Level 3 liabilities</b>	<b>\$ (16,561)</b>	<b>\$ 656</b>	<b>\$ —</b>	<b>\$ 65</b>	<b>\$ —</b>	<b>\$ (15,840)</b>	<b>\$ (1)</b>	<b>\$ —</b>

<sup>1</sup> Related to instruments held at end of period.

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Three months ended March 31, 2020

(In millions)	Total realized and unrealized gains (losses)							Ending balance	Total gains (losses) included in earnings <sup>1</sup>	Total gains (losses) included in OCI <sup>1</sup>
	Beginning balance	Included in income	Included in OCI	Net purchases, issuances, sales and settlements	Net transfers in (out)					
<b>Assets</b>										
AFS securities										
US state, municipal and political subdivisions	\$ 40	\$ —	\$ (3)	\$ —	\$ —	\$ 37	\$ —	\$ (3)	\$ —	\$ (31)
Corporate	725	(5)	(33)	33	513	1,233	—	—	—	(9)
CLO	121	—	(9)	30	(20)	122	—	—	—	—
ABS	1,374	22	(119)	(183)	(177)	917	—	—	—	(103)
CMBS	46	—	(5)	4	—	45	—	—	—	(5)
RMBS	—	—	—	—	42	42	—	—	—	—
Trading securities										
Corporate	—	—	—	—	32	32	—	—	—	—
CLO	6	(3)	—	—	—	3	—	(3)	—	—
ABS	16	—	—	(2)	—	14	—	—	—	—
RMBS	52	(1)	—	—	19	70	1	—	—	—
Equity securities	3	4	—	—	—	7	—	4	—	—
Mortgage loans	27	—	—	(1)	—	26	—	—	—	—
Investment funds	22	(1)	—	—	—	21	—	(1)	—	—
Funds withheld at interest – embedded derivative	801	(1,175)	—	—	—	(374)	—	—	—	—
Short-term investments	41	—	(1)	27	—	67	—	—	—	—
Investments in related parties										
AFS securities, ABS	2,324	(3)	(220)	(50)	(164)	1,887	—	—	(205)	—
Trading securities										
CLO	38	(16)	—	1	9	32	(24)	—	—	—
ABS	711	(101)	—	66	—	676	(101)	—	—	—
Equity securities	64	(10)	—	1	(6)	49	(10)	—	—	—
Investment funds	132	(300)	—	1,147	—	979	(300)	—	—	—
Funds withheld at interest – embedded derivative	594	(609)	—	—	—	(15)	—	—	—	—
Reinsurance recoverable	1,821	294	—	—	—	2,115	—	—	—	—
<b>Total Level 3 assets</b>	<b>\$ 8,958</b>	<b>\$ (1,904)</b>	<b>\$ (390)</b>	<b>\$ 1,073</b>	<b>\$ 248</b>	<b>\$ 7,985</b>	<b>\$ (434)</b>	<b>\$ (356)</b>		
<b>Liabilities</b>										
Interest sensitive contract liabilities										
Embedded derivative	\$ (10,942)	\$ 1,177	\$ —	\$ 676	\$ —	\$ (9,089)	\$ —	\$ —	\$ —	—
Universal life benefits	(1,050)	(272)	—	—	—	(1,322)	—	—	—	—
Future policy benefits										
AmerUs Closed Block	(1,546)	65	—	—	—	(1,481)	—	—	—	—
ILICO Closed Block and life benefits	(755)	(23)	—	—	—	(778)	—	—	—	—
Derivative liabilities	(3)	(4)	—	—	—	(7)	—	—	—	—
<b>Total Level 3 liabilities</b>	<b>\$ (14,296)</b>	<b>\$ 943</b>	<b>\$ —</b>	<b>\$ 676</b>	<b>\$ —</b>	<b>\$ (12,677)</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>—</b>

<sup>1</sup> Related to instruments held at end of period.

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**Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

The following represents the gross components of purchases, issuances, sales and settlements, net, and net transfers in (out) shown above:

<i>(In millions)</i>	Three months ended March 31, 2021								Net transfers in (out)
	Purchases	Issuances	Sales	Settlements	Net purchases, issuances, sales and settlements	Transfers in	Transfers out		
<b>Assets</b>									
AFS securities									
US state, municipal and political subdivisions	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ (34)	\$ (34)
Corporate	39	—	(9)	(8)	22	76	(119)	(43)	
CLO	—	—	—	(34)	(34)	—	—		
ABS	513	—	—	(45)	468	47	(138)		(91)
Trading securities									
CLO	—	—	(4)	—	(4)	—	—		
RMBS	—	—	—	—	—	20	(3)	17	
Mortgage loans	—	—	—	(1)	(1)	—	—		
Investment funds	42	—	—	—	42	109	—	109	
Short-term investments	—	—	—	—	—	—	(2)	(2)	
Investments in related parties									
AFS securities, ABS	873	—	(751)	(7)	115	—	(61)	(61)	
Trading securities	3	—	—	(6)	(3)	6	(25)	(19)	
CLO	131	—	—	—	131	—	—		
ABS	35	—	—	(1)	34	—	—		
Equity securities	—	—	—	—	—	—	—		
<b>Total Level 3 assets</b>	<b>\$ 1,636</b>	<b>\$ —</b>	<b>\$ (764)</b>	<b>\$ (102)</b>	<b>\$ 770</b>	<b>\$ 258</b>	<b>\$ (382)</b>	<b>\$ (124)</b>	
<b>Liabilities</b>									
Interest sensitive contract liabilities – embedded derivative	\$ —	\$ (175)	\$ —	\$ 240	\$ 65	\$ —	\$ —	\$ —	\$ —
<b>Total Level 3 liabilities</b>	<b>\$ —</b>	<b>\$ (175)</b>	<b>\$ —</b>	<b>\$ 240</b>	<b>\$ 65</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>

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

(In millions)	Three months ended March 31, 2020							
	Purchases	Issuances	Sales	Settlements	Net purchases, issuances, sales and settlements	Transfers in	Transfers out	Net transfers in (out)
<b>Assets</b>								
AFS securities								
Corporate	\$ 74	\$ —	\$ (10)	\$ (31)	\$ 33	\$ 548	\$ (35)	\$ 513
CLO	33	—	—	(3)	30	3	(23)	(20)
ABS	73	—	(14)	(242)	(183)	13	(190)	(177)
CMBS	4	—	—	—	4	—	—	—
RMBS	—	—	—	—	—	42	—	42
Trading securities								
Corporate	—	—	—	—	—	32	—	32
ABS	—	—	(2)	—	(2)	—	—	—
RMBS	—	—	—	—	—	20	(1)	19
Mortgage loans	—	—	—	(1)	(1)	—	—	—
Short-term investments	41	—	—	(14)	27	—	—	—
Investments in related parties								
AFS securities, ABS	5	—	—	(55)	(50)	—	(164)	(164)
Trading securities								
CLO	13	—	(12)	—	1	9	—	9
ABS	66	—	—	—	66	—	—	—
Equity securities	3	—	—	(2)	1	—	(6)	(6)
Investment funds	1,147	—	—	—	1,147	—	—	—
<b>Total Level 3 assets</b>	<b>\$ 1,459</b>	<b>\$ —</b>	<b>\$ (38)</b>	<b>\$ (348)</b>	<b>\$ 1,073</b>	<b>\$ 667</b>	<b>\$ (419)</b>	<b>\$ 248</b>
<b>Liabilities</b>								
Interest sensitive contract liabilities – embedded derivative	\$ —	\$ (116)	\$ —	\$ 792	\$ 676	\$ —	\$ —	\$ —
<b>Total Level 3 liabilities</b>	<b>\$ —</b>	<b>\$ (116)</b>	<b>\$ —</b>	<b>\$ 792</b>	<b>\$ 676</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>

**Significant Unobservable Inputs**—Significant unobservable inputs occur when we could not obtain or corroborate the quantitative detail of the inputs. This applies to fixed maturity securities, equity securities, mortgage loans and certain derivatives, as well as embedded derivatives in liabilities. Additional significant unobservable inputs are described below.

*AFS and trading 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. 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. Nonperformance risk – For contracts we issue, we use the credit spread, relative to the 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.
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.

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**ATHENE HOLDING LTD.**

Notes to Condensed Consolidated Financial Statements (*Unaudited*)

The following summarizes the unobservable inputs for AFS and trading securities and the embedded derivatives of fixed indexed annuities:

(In millions, except for percentages)	March 31, 2021							Impact of an increase in the input on fair value
	Fair value	Valuation technique	Unobservable inputs	Minimum	Maximum	Weighted average		
AFS and trading securities	\$ 5,982	Discounted cash flow	Discount rate	1.4 %	18.0 %	4.7 % <sup>1</sup>		Decrease
Interest sensitive contract liabilities – fixed indexed annuities embedded derivatives	\$ 12,473	Option budget method	Nonperformance risk	0.1 %	1.0 %	0.5 % <sup>2</sup>		Decrease
			Option budget	0.5 %	3.5 %	1.8 % <sup>3</sup>		Increase
			Surrender rate	5.2 %	9.6 %	7.1 % <sup>4</sup>		Decrease
December 31, 2020								
(In millions, except for percentages)	Fair value	Valuation technique	Unobservable inputs	Minimum	Maximum	Weighted average		Impact of an increase in the input on fair value
AFS and trading securities	\$ 5,858	Discounted cash flow	Discount rate	1.7 %	35.0 %	4.6 % <sup>1</sup>		Decrease
Interest sensitive contract liabilities – fixed indexed annuities embedded derivatives	\$ 12,873	Option budget method	Nonperformance risk	0.0 %	1.1 %	0.5 % <sup>2</sup>		Decrease
			Option budget	0.6 %	3.5 %	1.9 % <sup>3</sup>		Increase
			Surrender rate	5.3 %	9.5 %	7.1 % <sup>4</sup>		Decrease

<sup>1</sup> The discount rate weighted average is calculated based on the relative fair values of the securities.

<sup>2</sup> The nonperformance risk weighted average is based on the projected excess benefits of reserves used in the calculation of the embedded derivative.

<sup>3</sup> The option budget weighted average is calculated based on the indexed account values.

<sup>4</sup> The surrender rate weighted average is calculated based on projected account values.

**Financial Instruments Without Readily Determinable Fair Values**—We have elected the measurement alternative for certain equity securities that do not have a readily determinable fair value. The carrying amount of the equity securities was \$202 million, with a cumulative recorded impairment of \$231 million as of March 31, 2021 and December 31, 2020.

**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:

(In millions)	March 31, 2021						
	Carrying Value	Fair Value	NAV	Level 1	Level 2	Level 3	
<b>Financial assets</b>							
Mortgage loans	\$ 16,653	\$ 17,176	\$ —	\$ —	\$ —	\$ —	\$ 17,176
Investment funds	647	647	647	—	—	—	—
Policy loans	356	356	—	—	—	356	—
Funds withheld at interest	45,388	45,388	—	—	—	—	45,388
Short-term investments	8	8	—	—	—	—	8
Other investments	1,617	1,617	—	—	—	—	1,617
Investments in related parties							
Mortgage loans	714	734	—	—	—	—	734
Investment funds	3,839	3,839	3,839	—	—	—	—
Funds withheld at interest	11,992	11,992	—	—	—	—	11,992
Other investments	469	492	—	—	—	—	492
<b>Total financial assets not carried at fair value</b>	<b>\$ 81,683</b>	<b>\$ 82,249</b>	<b>\$ 4,486</b>	<b>\$ —</b>	<b>\$ 356</b>	<b>\$ —</b>	<b>\$ 77,407</b>
<b>Financial liabilities</b>							
Interest sensitive contract liabilities	\$ 97,239	\$ 99,298	\$ —	\$ —	\$ —	\$ —	\$ 99,298
Long-term debt	1,977	2,215	—	—	—	2,215	—
Securities to repurchase	599	599	—	—	—	599	—
Funds withheld liability	388	388	—	—	—	388	—
<b>Total financial liabilities not carried at fair value</b>	<b>\$ 100,203</b>	<b>\$ 102,500</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 3,202</b>	<b>\$ —</b>	<b>\$ 99,298</b>

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**Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

<i>(In millions)</i>	December 31, 2020					
	Carrying Value	Fair Value	NAV	Level 1	Level 2	Level 3
<b>Financial assets</b>						
Mortgage loans	\$ 15,245	\$ 15,811	\$ —	\$ —	\$ —	\$ 15,811
Investment funds	642	642	642	—	—	—
Policy loans	369	369	—	—	369	—
Funds withheld at interest	46,668	46,668	—	—	—	46,668
Other investments	467	471	—	—	—	471
Investments in related parties						
Mortgage loans	674	694	—	—	—	694
Investment funds	3,165	3,165	3,165	—	—	—
Funds withheld at interest	12,168	12,168	—	—	—	12,168
Other investments	469	499	—	—	—	499
<b>Total financial assets not carried at fair value</b>	<b>\$ 79,867</b>	<b>\$ 80,487</b>	<b>\$ 3,807</b>	<b>\$ —</b>	<b>\$ 369</b>	<b>\$ 76,311</b>
<b>Financial liabilities</b>						
Interest sensitive contract liabilities	\$ 94,685	\$ 98,945	\$ —	\$ —	\$ —	\$ 98,945
Long-term debt	1,976	2,259	—	—	2,259	—
Securities to repurchase	598	598	—	—	598	—
Funds withheld liability	393	393	—	—	393	—
<b>Total financial liabilities not carried at fair value</b>	<b>\$ 97,652</b>	<b>\$ 102,195</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 3,250</b>	<b>\$ 98,945</b>

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, short-term investments, and securities to repurchase, the carrying amount approximates fair value.

*Other investments* – The fair value of 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.

*Long-term debt* – We obtain the fair value of long-term debt from commercial pricing services. These are classified as Level 2. 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.

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Notes to Condensed Consolidated Financial Statements (*Unaudited*)

**6. 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, 2020	\$ 3,236	\$ 857	\$ 813	\$ 4,906
Additions	143	54	—	197
Amortization	(98)	(84)	(66)	(248)
Impact of unrealized investment (gains) losses	271	87	90	448
<b>Balance at March 31, 2021</b>	<b>\$ 3,552</b>	<b>\$ 914</b>	<b>\$ 837</b>	<b>\$ 5,303</b>

(In millions)	DAC	DSI	VOBA	Total
Balance at December 31, 2019	\$ 3,274	\$ 820	\$ 914	\$ 5,008
Adoption of accounting standard	12	5	5	22
Additions	112	38	—	150
Amortization	436	(10)	(23)	403
Impact of unrealized investment (gains) losses	489	139	181	809
<b>Balance at March 31, 2020</b>	<b>\$ 4,323</b>	<b>\$ 992</b>	<b>\$ 1,077</b>	<b>\$ 6,392</b>

**7. Equity**

**Accumulated Other Comprehensive Income (Loss)**—The following provides the details and changes in AOCI:

(In millions)	Unrealized investment gains (losses) on AFS securities without a credit allowance	Unrealized investment gains (losses) on AFS securities with a credit allowance	DAC, DSI, VOBA and future policy benefits adjustments on AFS securities	Unrealized gains (losses) on hedging instruments	Foreign currency translation and other adjustments	Accumulated other comprehensive income (loss)
Balance at December 31, 2020	\$ 5,338	\$ (39)	\$ (1,310)	\$ (26)	\$ 8	\$ 3,971
Other comprehensive income (loss) before reclassifications	(3,271)	(81)	753	(31)	—	(2,630)
Less: Reclassification adjustments for gains (losses) realized <sup>1</sup>	(10)	—	2	—	—	(8)
Less: Income tax expense (benefit)	(631)	(16)	158	(7)	—	(496)
Less: Other comprehensive loss attributable to noncontrolling interests	(175)	—	—	(1)	—	(176)
<b>Balance at March 31, 2021</b>	<b>\$ 2,883</b>	<b>\$ (104)</b>	<b>\$ (717)</b>	<b>\$ (49)</b>	<b>\$ 8</b>	<b>\$ 2,021</b>

<sup>1</sup> Recognized in investment related gains (losses) on the condensed consolidated statements of income (loss).

(In millions)	Unrealized investment gains (losses) on AFS securities without a credit allowance	Unrealized investment gains (losses) on AFS securities with a credit allowance	DAC, DSI, VOBA and future policy benefits adjustments on AFS securities	Unrealized gains (losses) on hedging instruments	Foreign currency translation and other adjustments	Accumulated other comprehensive income (loss)
Balance at December 31, 2019	\$ 3,102	\$ —	\$ (879)	\$ 61	\$ (3)	\$ 2,281
Adoption of accounting standards	4	(4)	(6)	—	—	(6)
Other comprehensive income (loss) before reclassifications	(5,762)	(273)	1,352	401	9	(4,273)
Less: Reclassification adjustments for gains (losses) realized <sup>1</sup>	171	—	(15)	—	—	156
Less: Income tax expense (benefit)	(1,128)	(53)	287	97	—	(797)
Less: Other comprehensive income (loss) attributable to noncontrolling interests	(159)	—	—	(30)	6	(183)
<b>Balance at March 31, 2020</b>	<b>\$ (1,540)</b>	<b>\$ (224)</b>	<b>\$ 195</b>	<b>\$ 395</b>	<b>\$ —</b>	<b>\$ (1,174)</b>

<sup>1</sup> Recognized in investment related gains (losses) on the condensed consolidated statements of income (loss).

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**Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

**8. Earnings Per Share**

The following represents our basic and diluted earnings per share (EPS) calculations, which are calculated using unrounded amounts:

	Three months ended March 31, 2021	
	Class A	
<i>(In millions, except per share data)</i>	\$	578
Net income available to Athene Holding Ltd. common shareholders – basic and diluted	\$	191.3
Basic weighted average shares outstanding	—	5.5
Dilutive effect of stock compensation plans and warrants	—	—
Diluted weighted average shares outstanding	—	196.8
Earnings per share		
Basic	\$	3.02
Diluted	\$	2.94

	Three months ended March 31, 2020					
	Class A	Class B	Class M-1	Class M-2	Class M-3	Class M-4
<i>(In millions, except per share data)</i>	\$	\$	\$	\$	\$	\$
Net loss available to Athene Holding Ltd. common shareholders – basic and diluted	\$ (938)	\$ (98)	\$ (13)	\$ (3)	\$ (4)	\$ (9)
Basic weighted average shares outstanding	161.4	25.4	3.3	0.8	1.0	2.4
Dilutive effect of stock compensation plans and warrants <sup>1</sup>	—	—	—	—	—	—
Diluted weighted average shares outstanding	161.4	25.4	3.3	0.8	1.0	2.4
Loss per share						
Basic	\$ (5.81)	\$ (3.87)	\$ (3.87)	\$ (3.87)	\$ (3.87)	\$ (3.87)
Diluted	\$ (5.81)	\$ (3.87)	\$ (3.87)	\$ (3.87)	\$ (3.87)	\$ (3.87)

<sup>1</sup> The dilutive effective of stock compensation plans and warrants is antidilutive as a result of the net loss available to Athene Holding Ltd. common shareholders for the three months ended March 31, 2020.

For the periods in which we had multiple classes of stock participating in earnings, we used the two-class method for allocating net income available to Athene Holding Ltd. common shareholders to each class of our common stock. During the first quarter of 2020, as a result of the closing of the share transaction discussed further in Note 9 – Related Parties, we converted outstanding Class B shares to Class A shares and Class M shares were converted to Class A shares and warrants. As a result, the EPS calculation for the first quarter of 2020 used the weighted average shares for the quarter to allocate first quarter net loss to Class B and Class M shares; however, for those classes, the weighted average shares outstanding represents only that period of time that the shares were outstanding. The warrants issued as part of the conversion of the Class M shares are included within the dilutive effect of stock compensation plans and warrants above if dilutive.

Dilutive shares are calculated using the treasury stock method. For Class A shares, this method takes into account shares that can be settled into Class A shares, net of a conversion price. The diluted EPS calculations for Class A shares excluded 1.0 million and 11.1 million shares, restricted stock units, options and warrants as of March 31, 2021 and 2020, respectively.

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### **ATHENE HOLDING LTD.**

#### **Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

## **9. Related Parties**

### **Apollo**

**Current fee structure** – Substantially all of our investments are managed by Apollo. Apollo provides us a full suite of services that includes: direct investment management; asset sourcing and allocation; mergers and acquisition sourcing, execution and asset diligence; and strategic support and advice. Apollo also provides certain operational support services for our investment portfolio including investment compliance, tax, legal and risk management support.

Apollo has extensive experience managing our investment portfolio and its knowledge of our liability profile enables it to tailor an asset management strategy to fit our specific needs. This strategy has proven responsive to changing market conditions and focuses on earning incremental yield by taking liquidity risk and complexity risk, rather than assuming solely credit risk. Our partnership has enabled us to take advantage of investment opportunities that would likely not otherwise have been available to us.

Under the Seventh Amended and Restated Fee Agreement between us and AGM's subsidiary, Apollo Insurance Solutions Group LP (ISG) (Fee Agreement), we pay Apollo:

- (1) a base management fee equal to the sum of (i) 0.225% per year of the lesser of (A) the aggregate market value of substantially all of the assets in substantially all of the investment accounts of or relating to us (collectively, the Accounts) on December 31, 2018 of \$103.4 billion (Backbook Value) and (B) the aggregate market value of substantially all of the assets in the Accounts at the end of the respective month, plus (ii) 0.15% per year of the amount, if any (Incremental Value), by which the aggregate market value of substantially all of the assets in the Accounts at the end of the respective month exceeds the Backbook Value; plus
- (2) with respect to each asset in an Account, subject to certain exceptions, that is managed by Apollo and that belongs to a specified asset class tier (Core, Core Plus, Yield, and High Alpha), a sub-allocation fee as follows, which will, in the case of assets acquired after January 1, 2019, be subject to a cap of 10% of the applicable asset's gross book yield:
  - (i) 0.065% of the market value of Core assets, which include public investment grade corporate bonds, municipal securities, agency RMBS or CMBS, and obligations of governmental agencies or government sponsored entities that are not expressly backed by the US government;
  - (ii) 0.13% of the market value of Core Plus assets, which include private investment grade corporate bonds, fixed rate first lien commercial mortgage loans (CML), and certain obligations issued or assumed by financial institutions and determined by Apollo to be "Tier 2 Capital" under Basel III, a set of recommendations for international banking regulations developed by the Bank for International Settlements;
  - (iii) 0.375% of the market value of Yield assets, which include non-agency RMBS, investment grade CLO, CMBS and other ABS (other than RMBS and CLO), emerging market investments, below investment grade corporate bonds, subordinated debt obligations, hybrid securities or surplus notes issued or assumed by a financial institution, rated preferred equity, residential mortgage loans (RML), bank loans, investment grade infrastructure debt, and floating rate CMLs on slightly transitional or stabilized traditional real estate;
  - (iv) 0.70% of the market value of High Alpha assets, which include subordinated CML, below investment grade CLO, unrated preferred equity, debt obligations originated by MidCap, CMLs for redevelopment or construction loans or secured by non-traditional real estate, below investment grade infrastructure debt, certain loans originated directly by Apollo (other than MidCap loans), and agency mortgage derivatives; and
  - (v) 0.00% of the market value of cash and cash equivalents, US treasuries, non-preferred equities and alternatives.

The following represents assets based on the above sub-allocation structure:

<i>(In millions, except percentages)</i>	March 31, 2021	Percent of Total	December 31, 2020	Percent of Total
Core	\$ 46,343	25.4 %	\$ 49,392	27.3 %
Core Plus	41,810	22.9 %	41,516	23.0 %
Yield	70,497	38.5 %	64,693	35.8 %
High Alpha	7,038	3.9 %	6,200	3.4 %
Other	17,003	9.3 %	19,088	10.5 %
<b>Total sub-allocation assets</b>	<b>\$ 182,691</b>	<b>100.0 %</b>	<b>\$ 180,889</b>	<b>100.0 %</b>

Additionally, the Fee Agreement provides for a possible payment by Apollo to us, or a possible payment by us to Apollo, equal to 0.025% of the Incremental Value as of the end of each year, beginning on December 31, 2019, depending upon the percentage of our investments that consist of Core and Core Plus assets. If more than 60% of our invested assets that are subject to the sub-allocation fees are invested in Core and Core Plus assets, we will receive a 0.025% fee reduction on the Incremental Value. If less than 50% of our invested assets that are subject to the sub-allocation fee are invested in Core and Core Plus assets, we will pay an additional fee of 0.025% on Incremental Value.

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#### **Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

During the three months ended March 31, 2021 and 2020, we incurred management fees, inclusive of the base and sub-allocation fees, of \$144 million and \$128 million, respectively. Management fees are included within net investment income on the condensed consolidated statements of income (loss). As of March 31, 2021 and December 31, 2020, management fees payable were \$48 million and \$41 million, respectively, and are included in other liabilities on the condensed consolidated balance sheets. Such amounts include fees incurred attributable to ACRA including all of the noncontrolling interest in ACRA.

In addition to the assets on our condensed consolidated balance sheets managed by Apollo, Apollo manages the assets underlying our funds withheld receivable. For these assets, the third-party cedants pay Apollo fees based upon the same fee construct we have with Apollo. Such fees directly reduce the settlement payments that we receive from the third-party cedant and, as such, we indirectly pay those fees. Finally, Apollo charges management fees and carried interest on Apollo-managed funds and other entities in which we invest. Neither the fees paid by such third-party cedants nor the fees or carried interest paid by such Apollo-managed funds or other entities are included in the investment management fee amounts noted above.

*Investment management agreement (IMA) termination* – Our bye-laws currently provide that we may not, and will cause our subsidiaries not to, terminate any IMA among us or any of our subsidiaries, on the one hand, and a member of the Apollo Group (as defined in our bye-laws), on the other hand, other than on June 4, 2023 or any two year anniversary of such date (each such date, an IMA Termination Election Date) and any termination on an IMA Termination Election Date requires (i) the approval of two-thirds of our Independent Directors (as defined in the bye-laws) and (ii) prior written notice to the applicable Apollo subsidiary of such termination at least 30 days, but not more than 90 days, prior to an IMA Termination Election Date. If our Independent Directors make such election to terminate and notice of such termination is delivered, the termination will be effective no earlier than the second anniversary of the applicable IMA Termination Election Date (IMA Termination Effective Date). Notwithstanding the foregoing, (A) except as set forth in clause (B) below, our board of directors may only elect to terminate an IMA on an IMA Termination Election Date if two-thirds of our Independent Directors determine, in their sole discretion and acting in good faith, that either (i) there has been unsatisfactory long-term performance materially detrimental to us by the applicable Apollo subsidiary or (ii) the fees being charged by the applicable Apollo subsidiary are unfair and excessive compared to a comparable asset manager (provided, that in either case such Independent Directors must deliver notice of any such determination to the applicable Apollo subsidiary and the applicable Apollo subsidiary will have until the applicable IMA Termination Effective Date to address such concerns, and provided, further, that in the case of such a determination that the fees being charged by the applicable Apollo subsidiary are unfair and excessive, the applicable Apollo subsidiary has the right to lower its fees to match the fees of such comparable asset manager) and (B) upon the determination by two-thirds of our Independent Directors, we or our subsidiaries may also terminate an IMA with the applicable Apollo subsidiary, on a date other than an IMA Termination Effective Date, as a result of either (i) a material violation of law relating to the applicable Apollo subsidiary's advisory business, or (ii) the applicable Apollo subsidiary's gross negligence, willful misconduct or reckless disregard of its obligations under the relevant agreement, in each case of this clause (B), that is materially detrimental to us, and in either case of this clause (B), subject to the delivery of written notice at least 30 days prior to such termination; provided, that in connection with an event described in clause (B)(i) or (B)(ii), the applicable Apollo subsidiary shall have the right to dispute such determination of the Independent Directors within 30 days after receiving notice from us of such determination, in which case the matter will be submitted to binding arbitration and such IMA shall continue to remain in effect during the period of the arbitration (the events described in the foregoing clauses (A) and (B) are referred to in more detail in our bye-laws as "AHL Cause").

*Governance* – 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. Also, James Belardi, our Chief Executive Officer, is an employee of ISG and receives remuneration from acting as Chief Executive Officer of ISG. Mr. Belardi also owns a 5% profit interest in ISG and in connection with such interest receives distributions in respect of ISG and sub-allocation fees earned by Apollo. Additionally, six of the sixteen 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 require us to maintain a conflicts committee comprised solely of directors who are not officers or employees of any member of the Apollo Group. The conflicts committee reviews and approves material transactions between us and the Apollo Group, subject to certain exceptions.

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### **ATHENE HOLDING LTD.**

#### **Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

##### **Other related party transactions**

*A-A Mortgage* – We had an equity method investment of \$583 million and \$444 million as of March 31, 2021 and December 31, 2020, respectively, in A-A Mortgage, which had an investment in AmeriHome. On February 16, 2021, Apollo, Athene and AmeriHome announced the sale of AmeriHome to a subsidiary of Western Alliance Bancorporation. This transaction closed on April 7, 2021 and we estimate \$184 million of revenue from the premium of the platform sale, net of carry and transaction expenses. Of the total estimated premium, \$174 million was recognized during the first quarter of 2021 as a result of the underlying investment being held at fair value. We have a loan purchase agreement with AmeriHome, which survived the sale. The agreement allows us to purchase residential mortgage loans which AmeriHome has purchased from correspondent sellers and pooled for sale in the secondary market. AmeriHome retains the servicing rights to the sold loans. We purchased \$0 million and \$169 million of residential mortgage loans under this agreement during the three months ended March 31, 2021 and 2020, respectively. Additionally, we hold investments issued by AmeriHome or AmeriHome affiliates of \$372 million and \$360 million as of March 31, 2021 and December 31, 2020, respectively, which are included in related party AFS securities on the condensed consolidated balances sheets. We also had commitments to make additional equity investments in A-A Mortgage of \$381 million as of March 31, 2021.

*MidCap* – We have multiple investments in MidCap including profit participating notes, redeemable preferred stock and amounts advanced under a subordinated debt facility. The subordinated debt facility is included in related party other investments and the redeemable preferred stock and profit participating notes are included in related party trading securities on the condensed consolidated balance sheets. The following summarizes these investments in MidCap:

<i>(In millions)</i>	March 31, 2021	December 31, 2020
Profit participating notes	\$ 573	\$ 534
Subordinated debt facility	321	328
Redeemable preferred stock	77	77
<b>Total investment in MidCap</b>	<b>\$ 971</b>	<b>\$ 939</b>

Additionally, we hold ABS and CLO securities issued by MidCap affiliates of \$801 million and \$630 million as of March 31, 2021 and December 31, 2020, respectively, which are included in related party AFS securities on the condensed consolidated balance sheets.

*Athora* – We have a cooperation agreement with Athora, pursuant to which, among other things, (1) for a period of 30 days from the receipt of notice of a cession, we have the right of first refusal to reinsure (i) up to 50% of the liabilities ceded from Athora's reinsurance subsidiaries to Athora Life Re Ltd. and (ii) up to 20% of the liabilities ceded from a third party to any of Athora's insurance subsidiaries, subject to a limitation in the aggregate of 20% of Athora's liabilities, (2) Athora agreed to cause its insurance subsidiaries to consider the purchase of certain funding agreements and/or other spread instruments issued by our insurance subsidiaries, subject to a limitation that the fair market value of such funding agreements purchased by any of Athora's insurance subsidiaries may generally not exceed 3% of the fair market value of such subsidiary's total assets, (3) we provide Athora with a right of first refusal to pursue acquisition and reinsurance transactions in Europe (other than the United Kingdom (UK)) and (4) Athora provides us and our subsidiaries with a right of first refusal to pursue acquisition and reinsurance transactions in North America and the UK. Notwithstanding the foregoing, pursuant to the cooperation agreement, Athora is only required to use its reasonable best efforts to cause its subsidiaries to adhere to the provisions set forth in the cooperation agreement and therefore Athora's ability to cause its subsidiaries to act pursuant to the cooperation agreement may be limited by, among other things, legal prohibitions or the inability to obtain the approval of the board of directors or other applicable governing body of the applicable subsidiary, which approval is solely at the discretion of such governing body. As of March 31, 2021, we have not exercised our right of first refusal to reinsure liabilities ceded to Athora's insurance or reinsurance subsidiaries.

Our investment in Athora, which is included in related party investment funds on the condensed consolidated balance sheets, was \$689 million and \$709 million as of March 31, 2021 and December 31, 2020, respectively. Additionally, as of March 31, 2021 and December 31, 2020, we had \$117 million and \$122 million, respectively, of funding agreements outstanding to Athora. We also have commitments to make additional equity investments in Athora of \$293 million as of March 31, 2021.

*Venerable* – We have coinsurance and modco agreements with Venerable Insurance and Annuity Company (VIAC). VIAC is a related party due to our minority equity investment in its holding company's parent, VA Capital, which was \$316 million and \$123 million as of March 31, 2021 and December 31, 2020, respectively. The minority equity investment in VA Capital is included in related party investment funds on the condensed consolidated balance sheets and accounted for as an equity method investment. VA Capital is owned by a consortium of investors, led by affiliates of AGM, Crestview Partners and Reverence Capital Partners, and is the parent of Venerable, which is the parent of VIAC. Additionally, we have a 15-year term loan receivable from Venerable due in 2033, which is included in related party other investments on the condensed consolidated balance sheets. The loan is held at the principal balance less allowances and was \$147 million and \$145 million as of March 31, 2021 and December 31, 2020, respectively. While management views the overall transactions with Venerable as favorable to us, the stated interest rate of 6.257% on the term loan to Venerable represents a below-market interest rate, and management considered such rate as part of its evaluation and pricing of the reinsurance transactions.

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**Strategic Partnership** – We have an agreement pursuant to which we may invest up to \$2.5 billion over three years in funds managed by Apollo entities (Strategic Partnership). This arrangement is intended to permit us to invest across the Apollo alternatives platform into credit-oriented, strategic and other alternative investments in a manner and size that is consistent with our existing investment strategy. Fees for such investments payable by us to Apollo would be more favorable to us than market rates, and consistent with our existing alternative investments, investments made under the Strategic Partnership require approval of ISG and remain subject to our existing governance processes, including approval by our conflicts committee where applicable. As of March 31, 2021 and December 31, 2020, we had \$229 million and \$214 million, respectively, of investments under the Strategic Partnership and these investments are typically included in related party investment funds on the condensed consolidated balance sheets.

**PK AirFinance** – We have an investment in PK AirFinance (PK), an aviation lending business with a portfolio of loans (Aviation Loans). The Aviation Loans are generally fully secured by aircraft leases and aircraft. Apollo owns the PK loan origination platform, including personnel and systems and, pursuant to certain agreements entered into between us, Apollo, and certain entities managed by Apollo, the Aviation Loans are securitized by an SPV for which Apollo acts as ABS manager (ABS-SPV). The ABS-SPV issues tranches of senior notes and subordinated notes, which are secured by the Aviation Loans. As of March 31, 2021 and December 31, 2020, our investment in securitizations of loans originated by PK was \$1,353 million and \$1,373 million, respectively, and are included in related party AFS or trading securities on the condensed consolidated balance sheets. We also have commitments to make additional investment in securitizations of loans originated by PK of \$1,270 million as of March 31, 2021.

**Apollo/Athene Dedicated Investment Program (ADIP)** – Our subsidiary, Athene Co-Invest Reinsurance Affiliate 1A Ltd. (together with its subsidiaries, ACRA) is partially owned by ADIP, which is managed by AGM. ALRe currently holds 36.55% of the economic interests in ACRA, with ADIP holding the remaining 63.45%. During the three months ended March 31, 2021 and 2020, we received capital contributions of \$235 million and \$240 million, respectively, from ADIP and paid dividends of \$0 million and \$46 million, respectively, to ADIP.

**Apollo Share Exchange and Related Transactions** – On February 28, 2020, we closed a strategic transaction with AGM and certain affiliates of AGM which collectively comprise the Apollo Operating Group (AOG), pursuant to which we sold 27,959,184 newly issued Class A common shares to the AOG for an investment in Apollo of 29,154,519 newly issued AOG units valued at \$1.1 billion and we sold 7,575,758 newly issued Class A common shares to the AOG for \$350 million. Additionally, Apollo Management Holdings, L.P. (AMH) has the right to purchase up to that number of Class A common shares that would increase by 5 percentage points the percentage of the issued and outstanding Class A common shares beneficially owned by the AOG and certain affiliates, employees and consultants of AGM (inclusive of Class A common shares over which any such persons have a valid proxy), calculated on a fully diluted basis. In connection with the closing of the transaction, we made certain amendments to our bye-laws which, among other things, eliminated our multi-class common share structure.

Concurrent with our entry into the transaction agreements, AMH, James Belardi, our Chief Executive Officer, and William Wheeler, our President (each an Other Shareholder), entered into a voting agreement, pursuant to which each Other Shareholder irrevocably appointed AMH as its proxy and attorney-in-fact (Proxy) to vote all of such Other Shareholder's Class A common shares at any meeting of our shareholders occurring following the closing date and in connection with any written consent of our shareholders following the closing date. The Proxy will be of no force and effect if Apollo and certain affiliates thereof cease to hold some minimum level of ownership not to exceed 7.5% of our Class A common shares.

## **10. Commitments and Contingencies**

**Contingent Commitments**—We had commitments to make investments, primarily capital contributions to investment funds, inclusive of related party commitments discussed previously, of \$11,198 million and \$7,472 million as of March 31, 2021 and December 31, 2020, 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 FHLB and, through membership, we have issued funding agreements to the FHLB in exchange for cash advances. As of March 31, 2021 and December 31, 2020, we had \$2,001 million and \$2,002 million, respectively, of FHLB funding agreements outstanding. We are required to provide collateral in excess of the funding agreement amounts outstanding, 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, unaffiliated statutory trust, to offer 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. As of March 31, 2021 and December 31, 2020, we had \$11,958 million and \$8,822 million, respectively, of FABN funding agreements outstanding. We had \$3,058 million of FABN capacity remaining as of March 31, 2021.

During the third quarter of 2020, we established a secured funding agreement backed repurchase agreement (FABR) program, in which a special-purpose, unaffiliated entity entered into repurchase agreements with a bank and the proceeds of the repurchase agreements were used by the special purpose entity to purchase funding agreements from us. As of March 31, 2021 and December 31, 2020, we had \$1,000 million of FABR funding agreements outstanding.

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### **ATHENE HOLDING LTD.**

#### **Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

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

<i>(In millions)</i>	March 31, 2021	December 31, 2020
AFS securities	\$ 9,056	\$ 9,884
Trading securities	69	60
Equity securities	27	26
Mortgage loans	4,916	5,028
Investment funds	152	68
Derivative assets	107	107
Short-term investments	13	52
Other investments	105	105
Restricted cash	546	738
<b>Total restricted assets</b>	<b>\$ 14,991</b>	<b>\$ 16,068</b>

The restricted assets are primarily related to reinsurance trusts established in accordance with coinsurance agreements and the FHLB and FABR funding agreements described above.

**Letters of Credit**—We have undrawn letters of credit totaling \$1,401 million as of March 31, 2021. These letters of credit were issued for our reinsurance program and expire between December 10, 2021 and June 19, 2023.

#### **Litigation, Claims and Assessments**

**Corporate-owned Life Insurance (COLI) Matter** – In 2000 and 2001, two insurance companies, which were subsequently merged into Athene Annuity and Life Company (AAIA), purchased broad based variable COLI policies from American General Life Insurance Company (American General) that, as of March 31, 2021, had an asset value of \$413 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 subsequently been triggered and, on April 3, 2018, we filed suit against the same defendants in Chancery Court in Delaware seeking substantially similar relief. Defendants moved to dismiss and the court heard oral arguments on February 13, 2019. The court issued an opinion on July 31, 2019 that did not address the merits, but found that the Chancery Court did not have jurisdiction over our claims and directed us to either amend our complaint or transfer the matter to Delaware Superior Court. The matter has been transferred to the Delaware Superior Court. Defendants renewed their motion to dismiss and the Superior Court heard oral arguments on December 18, 2019. The Superior Court issued an opinion on May 18, 2020 in which it granted in part and denied in part defendants' motion. The Superior Court denied defendants' motion with respect to the issue that negatively impacts the crediting rate for one of the COLI policies, which issue will proceed to discovery. The Superior Court granted defendants' motion and dismissed without prejudice on ripeness grounds claims related to the exit and surrender protocols set forth in the policies, and dismissed defendant ZC Resource LLC. 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 Superior Court issued a scheduling order providing for a July 2022 trial and the parties are currently engaged in discovery. The value of the guarantees included within the asset value reflected above is \$196 million as of March 31, 2021.

**Regulatory Matters** – Beginning in 2015, our US insurance subsidiaries have experienced increased complaints related to the conversion and administration of the block of life insurance business acquired in connection with our acquisition of Aviva USA and reinsured to affiliates of Global Atlantic. The life insurance policies included in this block have been and are currently being administered by AllianceOne Inc. (AllianceOne), a subsidiary of DXC Technology Company, which was retained by such Global Atlantic affiliates to provide third party administration services on such policies. AllianceOne also administers a small block of annuity policies that were on Aviva USA's legacy policy administration systems that were also converted in connection with the acquisition of Aviva USA and have experienced some similar service and administration issues, but to a lesser degree.

As a result of the difficulties experienced with respect to the administration of such policies, we have received notifications from several state regulators, including but not limited to New York State Department of Financial Services (NYSDFS), the California Department of Insurance (CDI) and the Texas Department of Insurance (TDI), indicating, in each case, that the respective regulator planned to undertake a market conduct examination or enforcement proceeding of the applicable US insurance subsidiary relating to the treatment of policyholders subject to our reinsurance agreements with affiliates of Global Atlantic and the conversion of the life and annuity policies, including the administration of such blocks by AllianceOne. We entered into consent orders with several state regulators, including the NYSDFS, the CDI and the TDI, to resolve underlying matters in the respective states. All fines and costs, including those associated with remediation plans, paid in connection with the consent orders are subject to indemnification by Global Atlantic or affiliates of Global Atlantic.

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Pursuant to the terms of the reinsurance agreements between us and the relevant affiliates of Global Atlantic, the applicable affiliates of Global Atlantic have financial responsibility for the ceded life block and are subject to significant administrative service requirements, including compliance with applicable law. The agreements also provide for indemnification to us, including for administration issues.

In addition to the examinations and proceedings initiated to date, it is possible that other regulators may pursue similar formal examinations, inquiries or enforcement proceedings and that any examinations, inquiries and/or enforcement proceedings may result in fines, administrative penalties and payments to policyholders. While we do not expect the amount of any such fines, penalties or payments arising from these matters to be material to our financial condition, results of operations or cash flows, it is possible that such amounts could be material.

### **11. 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 US 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 institutional operations, including funding agreements and group annuities, are included in our Retirement Services segment.

**Corporate and Other**—Corporate and Other includes certain other operations related to our corporate activities such as corporate allocated expenses, merger and acquisition costs, debt costs, preferred stock dividends, certain integration and restructuring costs, certain stock-based compensation and intersegment eliminations. In addition, we also hold capital in excess of the level of capital we hold in Retirement Services to support our operating strategy.

**Financial Measures**—Segment adjusted operating income available to common shareholders is an internal measure used by the chief operating decision maker to evaluate and assess the results of our segments.

Adjusted operating revenue is a component of adjusted operating income available to common shareholders and excludes market volatility and adjustments for other non-operating activity. Our adjusted 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; and
- Noncontrolling interests, VIE expenses and other adjustments to revenues.

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

<i>(In millions)</i>	Three months ended March 31,	
	2021	2020
Retirement Services	\$ 3,637	\$ 2,469
Corporate and Other	38	(330)
Non-operating adjustments		
Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets	493	(1,671)
Investment gains (losses), net of offsets	(857)	(1,685)
Noncontrolling interests, VIE expenses and other adjustments to revenues	1,080	(332)
<b>Total revenues</b>	<b>\$ 4,391</b>	<b>\$ (1,549)</b>

Adjusted operating income available to common shareholders is an internal measure used to evaluate our financial performance excluding market volatility and expenses related to integration, restructuring, stock compensation and certain other expenses. Our adjusted operating income available to common shareholders equals net income available to Athene Holding Ltd. common 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 the long-term incentive plan (LTIP); and
- Income tax (expense) benefit – non-operating.

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### **ATHENE HOLDING LTD.**

#### **Notes to Condensed Consolidated Financial Statements (*Unaudited*)**

The table below reconciles segment adjusted operating income available to common shareholders to net income available to Athene Holding Ltd. common shareholders presented on the condensed consolidated statements of income (loss):

	Three months ended March 31,	
	2021	2020
(In millions)		
Retirement Services	\$ 784	\$ 204
Corporate and Other	(36)	(312)
Non-operating adjustments		
Investment gains (losses), net of offsets	(605)	(1,139)
Change in fair values of derivatives and embedded derivatives – index annuities, net of offsets	488	65
Integration, restructuring and other non-operating expenses	(45)	(4)
Stock-based compensation, excluding LTIP	—	(10)
Income tax (expense) benefit – non-operating	(8)	131
<b>Net income (loss) available to Athene Holding Ltd. common shareholders</b>	<b>\$ 578</b>	<b>\$ (1,065)</b>

The following represents total assets by segment:

(In millions)	March 31, 2021	December 31, 2020
Retirement Services	\$ 200,093	\$ 197,295
Corporate and Other	5,577	5,476
<b>Total assets</b>	<b>\$ 205,670</b>	<b>\$ 202,771</b>

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

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

#### **Overview**

We are a leading financial services company specializing in retirement services that issues, reinsurance 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.

We have established a significant base of earnings and, as of March 31, 2021, have an expected annual net investment spread for our Retirement Services segment, which measures our investment performance less the total cost of our liabilities, of 1–2% over the 8.9 year weighted-average life of our reserve liabilities. The weighted-average life includes deferred annuities, PRT group annuities, funding agreements, payout annuities and other products.

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 US and Bermuda operations which issue and reinsurance retirement savings products and institutional products. Corporate and Other includes certain other operations related to our corporate activities.

Our total assets have grown to \$205.7 billion as of March 31, 2021. Our book value per common share as of March 31, 2021 was \$78.25. Our adjusted book value per common share was \$62.88 as of March 31, 2021. Our consolidated annualized ROE for the three months ended March 31, 2021 and the year ended December 31, 2020 was 12.9% and 10.0%, respectively, and our consolidated annualized operating ROE was 25.3% and 12.1%, respectively. For the three months ended March 31, 2021 and the year ended December 31, 2020, in our Retirement Services segment, we generated an annualized net investment spread of 2.48% and 1.31%, respectively, and an annualized adjusted operating ROE of 37.8% and 16.9%, respectively. Our Retirement Services segment generated an annualized investment margin on deferred annuities of 3.29% and 2.09% for the three months ended March 31, 2021 and the year ended December 31, 2020, respectively. As of March 31, 2021, our deferred annuities had a weighted-average life of 8.6 years and made up a significant portion of our reserve liabilities.

The following table presents the inflows generated from our organic and inorganic channels:

<i>(In millions, except percentages)</i>	Three months ended March 31,	
	2021	2020
Retail	\$ 1,757	\$ 1,246
Flow reinsurance	299	861
Funding agreements <sup>1</sup>	3,226	823
Pension risk transfer	2,893	1,017
Gross organic inflows	8,175	3,947
Gross inorganic inflows	—	—
Total gross inflows	8,175	3,947
Inflows attributable to ACRA noncontrolling interest	(1,470)	—
Net outflows <sup>2</sup>	(3,481)	(2,740)
Net flows	\$ 3,224	\$ 1,207
Gross organic inflows	\$ 8,175	\$ 3,947
Organic inflows attributable to ACRA noncontrolling interest	(1,470)	—
Net organic inflows	6,705	3,947
Net outflows <sup>2</sup>	(3,481)	(2,740)
Net organic flows	\$ 3,224	\$ 1,207
Net organic growth rate <sup>3</sup>	8.4 %	4.0 %
Average net invested assets	\$ 152,947	\$ 119,344

<sup>1</sup> Funding agreements are comprised of funding agreements issued under our FABN and FABR programs, funding agreements issued to the FHLB and long-term repurchase agreements. <sup>2</sup> Net outflows consist of full and partial policyholder withdrawals on deferred annuities, death benefits, pension risk transfer benefit payments, payments on payout annuities and funding agreement maturities net of the ACRA noncontrolling interest. In 2021 we revised the net outflows metric, for all periods presented, to include all outflows while previously this metric excluded inorganic business. <sup>3</sup> Net organic growth rate is calculated as net organic flows divided by average net invested assets, on an annualized basis. In 2021, we revised the net organic growth rate and average net invested assets metrics, for all periods presented, to include all outflows and net invested assets while previously these metrics excluded inorganic business.

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Our organic channels, including retail, flow reinsurance and institutional products, provided gross inflows of \$8.2 billion and \$3.9 billion for the three months ended March 31, 2021 and 2020, respectively, which were underwritten to attractive, at-or-above target returns despite the historically low interest rate environment. Organic inflows increased \$4.2 billion, or 107%, reflecting the strength of our multi-channel distribution platform and our ability to quickly pivot into the most optimal and profitable channels as opportunities arise. Withdrawals on our deferred annuities, maturities of our funding agreements, payments on payout annuities and pension risk benefit payments (collectively, liability outflows), in the aggregate, were \$3.5 billion and \$2.7 billion for the three months ended March 31, 2021 and 2020, respectively. Net organic growth rate of 8.4% and 4.0% for the three months ended March 31, 2021 and 2020, respectively, increased reflecting the aforementioned strong growth in organic inflows. We believe that our credit profile, our current product offerings and product design capabilities as well as our growing reputation as both a seasoned funding agreement issuer and a reliable PRT counterparty will continue to enable us to grow our existing organic channels and allow us to source additional volumes of profitably underwritten liabilities in various market environments. We plan to continue to grow organically by expanding each of our retail, flow reinsurance and institutional distribution channels. We believe that we have the right people, infrastructure, scale and capital discipline to position us for continued growth.

Within our retail channel, we had fixed annuity sales of \$1.8 billion and \$1.2 billion for the three months ended March 31, 2021 and 2020, respectively. The increase in our retail channel was primarily driven by very strong performance in the bank and broker-dealer channels, and exhibits strong sales execution despite the challenging sales environment. We continued to execute in the retail channel despite industry-wide pressure on sales volumes as the economic impacts of the spread of COVID-19, as well as the mitigation measures undertaken to combat the spread, continue to affect the sales process. Despite the significant headwinds, we have maintained our disciplined approach to pricing, including with respect to targeted underwritten returns. We aim to grow our retail channel by deepening our relationships with our approximately 52 independent marketing organizations (IMO); approximately 61,000 independent agents; and our growing network of 16 banks and 104 regional broker-dealers. Our strong financial position and capital efficient products allow us to be dependable partners with IMOs, banks and broker-dealers as well as consistently write new business. We expect our retail channel to continue to benefit from our credit profile and recent product launches. We believe this should support growth in sales at our desired cost of funds through increased volumes via current IMOs, while also allowing us to continue to expand our bank and broker-dealer channels. Additionally, we are focusing on hiring and training a specialized sales force and creating products to capture new potential distribution opportunities.

In our flow reinsurance channel, we target reinsurance business consistent with our preferred liability characteristics and, as such, flow reinsurance provides another opportunistic channel for us to source liabilities with attractive crediting rates. We generated inflows through our flow reinsurance channel of \$299 million and \$861 million for the three months ended March 31, 2021 and 2020, respectively. The decrease in our flow reinsurance channel from prior year was driven by maintaining our rate discipline in the lower interest rate environment amid a very competitive market. We expect that our credit profile and our reputation as a solutions provider will help us continue to source additional reinsurance partners, which will further diversify our flow reinsurance channel.

Within our institutional channel, we generated inflows of \$6.1 billion and \$1.8 billion for the three months ended March 31, 2021 and 2020, respectively. The increase in our institutional channel was driven by higher funding agreement inflows as well as higher PRT inflows. We issued funding agreements in the aggregate principal amount of \$3.2 billion and \$823 million for the three months ended March 31, 2021 and 2020, respectively, which included seven issuances in four different currencies in 2021. Funding agreements are comprised of funding agreements issued under our FABN and FABR programs, funding agreements issued to the FHLB and repurchase agreements with maturities exceeding one year at issuance, with inflows in the aggregate principal amount of \$3.2 billion under our FABN program for the three months ended March 31, 2021. During the three months ended March 31, 2021, we closed one PRT transaction and issued annuity contracts in the aggregate principal amount of \$2.9 billion, compared to \$1.0 billion during the three months ended March 31, 2020. Since entering the PRT channel in 2017 through March 31, 2021, we have closed 25 deals involving more than 290,000 plan participants resulting in the issuance or reinsurance of group annuities of \$19.2 billion. We expect to grow our institutional channel by continuing to engage in PRT transactions and opportunistic issuances of funding agreements.

Our inorganic channel has contributed significantly to our growth through both acquisitions and block reinsurance transactions. On June 18, 2020, we entered into an agreement with Jackson, effective June 1, 2020, pursuant to which we agreed to reinsure a block of fixed and fixed indexed annuities on a funds withheld coinsurance basis providing \$28.8 billion of gross inflows. Utilizing the strategic benefits of ACRA, approximately 63% of the total capital deployment for the transaction will be funded by third-party investors and approximately 37% will be funded by ALRe. As part of the Jackson reinsurance transaction, ACRA made an equity investment in Jackson Financial Inc. (JFI), an indirect parent of Jackson, which closed on July 17, 2020. On January 28, 2021, Prudential plc announced its intent to reduce its controlling interest in JFI through a direct dividend demerger, which is expected to occur in the second quarter of 2021. We expect that our inorganic channel will continue to be an important source of profitable growth in the future. We believe our internal transactions team, with support from Apollo, has an industry-leading ability to source, underwrite and expeditiously close transactions. With support from Apollo, we are a solutions provider with a proven track record of closing transactions, which we believe makes us the ideal partner to insurance companies seeking to restructure their business.

Executing our growth strategy requires that we have sufficient capital available to deploy. We believe that we have significant capital available to us to support our growth aspirations. As of March 31, 2021, we estimate that we have approximately \$8.1 billion in capital available to deploy, consisting of approximately \$3.6 billion in excess capital, \$2.9 billion in untapped debt capacity (assuming a peer average adjusted debt to capitalization ratio of 25%) and \$1.6 billion in available uncalled capital at ACRA, subject, in the case of debt capacity, to favorable market conditions and general availability.

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In order to support our growth strategies and capital deployment opportunities, we established ACRA as a long-duration, on-demand capital vehicle. Effective April 1, 2020, ALRe purchased additional shares in ACRA increasing our ownership from 33% to 36.55% of the economic interests, with the remaining 63.45% of the economic interests being owned by ADIP, a series of funds managed by an affiliate of Apollo. ACRA is expected to participate in certain transactions by drawing a portion of the required capital for such transactions from third-party investors equal to ADIP's proportionate economic interest in ACRA. This shareholder-friendly, strategic capital solution is expected to allow us the flexibility to simultaneously deploy capital across multiple accretive avenues, while maintaining a strong financial position.

#### ***Strategic Transaction with Apollo***

On February 28, 2020, we closed a transaction with Apollo in which Apollo acquired an incremental stake in us for AOG units valued at \$1.1 billion, upon close, and \$350 million of cash. Additionally, we converted our Class B common shares to Class A common shares and our Class M common shares to Class A common shares and warrants, eliminating our multi-class share structure. Changes in the value of the AOG units are reflected within the change in fair value of Apollo investment, net of tax line item and may present future volatility in our results of operations due to changes in the valuation of the AOG units. See *Note 9 – Related Parties* to the condensed consolidated financial statements for further discussion.

#### ***Merger with Apollo***

On March 8, 2021, we entered into a Merger Agreement, by and among the Company, AGM, HoldCo, AHL Merger Sub, and AGM Merger Sub. The Company and AGM have agreed, subject to the terms and conditions of the Merger Agreement, to effect an all-stock merger transaction to combine our respective businesses by: (1) AGM merging with AGM Merger Sub, with AGM surviving such merger as a direct wholly owned subsidiary of HoldCo, (2) the Company merging with AHL Merger Sub, with the Company surviving such merger as a direct, wholly owned subsidiary of HoldCo, and (3) as of the effective time of the Mergers, changing the name of HoldCo to be Apollo Global Management, Inc. At the effective time of the Mergers, each AHL Class A common share, subject to certain exceptions, will be converted automatically into the right to receive 1.149 shares of HoldCo common stock. The Mergers are expected to close in January 2022 and are subject to shareholder and regulatory approvals, and other customary closing conditions.

### **Industry Trends and Competition**

#### ***Market Conditions***

During the first quarter of 2021, increased availability of vaccinations coupled with expectations of additional fiscal and monetary stimulus measures drove increases in interest rates in the US for the first time in three quarters. The US 10-year treasury rate rose almost 80 basis points during the quarter, and as inflation concerns began to gradually impact treasury prices, treasury rates experienced even more significant changes in longer-dated maturities. In addition, stock markets continued their strong performance, despite significant market volatility driven by a confluence of factors including increased retail investor trading volumes through internet brokerage platforms, persistent blockchain enthusiasm and proliferating Special Purpose Acquisition Companies (SPAC) issuances. As restrictions related to COVID-19 are lifted across the United States, the impact on consumer confidence and market momentum remains strongly positioned, increasing the prospects for higher interest rates and robust equity markets.

More broad-based participation in credit markets drove spreads to new lows in many sectors. Investment grade credit spreads, for example, tightened almost 10 basis points by mid-February driven by purchasing activity as all-in yields had risen by almost 40 basis points at that time. Speculative grade credit tightened by approximately 25 basis points during the quarter, and credit spreads on CMBS and CLOs remained close to their post financial crisis lows. Nonetheless, sponsorship for almost all sectors remained strong, a situation which becomes even more pronounced as limited supply calendars come into play in the second quarter.

COVID-19 remains the primary focus of most markets, and there are lingering concerns regarding vaccination deployment in large sections of Europe, as well as other developed economies. Global travel and leisure activities will likely remain challenged in the near-term. Central banks and global governments however continue to meet these challenges head on, with US Federal Reserve (Fed) Chairman Jerome Powell committing to remain deliberately patient on policy, even if inflation begins to develop, which is a meaningful change from recent Fed policy positions.

#### ***Interest Rate Environment***

Despite the increase in rates, it is unlikely that this move represents a sustainable trend. Negative rate government issuance is still widely prevalent globally, and the need for yield has been evidenced by continued buying in spread sectors. A move higher than 2% on the US 10-year would likely be met with another meaningful round of purchase activity, which could then trigger a move back towards lower rates as a more differentiated growth story develops in various markets. Even the significant size of stimulus packages, such as that adopted in the US, will likely not be able to sustain higher rates in the medium-term, until the COVID-19 impact is more fully removed.

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In the meantime however, the availability of slightly higher rates is a welcome opportunity and far more attractive than what was available in the fourth quarter for yield-focused buyers. Investment grade credit, still a relevant proxy for risk-asset appetite, has over 30 basis points of room to tighten before it reaches its post-global financial crisis lows. In the current market environment institutional investors continue to be willing to assume a greater degree of risk to achieve a specified level of return, and the market reaction functions observed in the early days of the second quarter suggest that risk appetite can drive investors to re-engage in widening markets at a faster pace than had been observed pre-COVID-19. As such, insurance company balance sheets are well positioned to invest to continue to take advantage of mispriced risk/reward in the short-term. Eventually, global rates will normalize as growth prospects continue to improve, but in the short-term, the focus on COVID-19 is expected to create an effective ceiling through the remainder of the calendar year.

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 may 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 may decline and our investment income from floating rate investments would decrease, while the value of our existing investments may increase. Recent trends of decreasing interest rates, as expected, have led to a decrease in our investment income from floating rate investments, an overall decrease in asset yields and an increase in the value of our existing investments, though we observed a slight reversal of this trend during the first quarter of 2021.

We address interest rate risk through managing the duration of the liabilities we source with assets we acquire through ALM modeling. As part of our investment strategy, we purchase floating rate investments, which we expect would perform well in a rising interest rate environment and which we expect would underperform in a declining rate environment, which was experienced in the prior year. Our investment portfolio includes \$29.8 billion of floating rate investments, or 19% of our net invested assets as of March 31, 2021.

If prevailing interest rates were to rise, we believe our products would be more attractive to consumers and our sales would likely increase. If prevailing interest rates were to decline, it is likely that our products would be less attractive to consumers and our sales would likely decrease. In periods of prolonged low interest rates, the net investment spread may be negatively impacted by reduced investment income to the extent that we are unable to adequately reduce policyholder crediting rates due to policyholder guarantees in the form of minimum crediting rates or otherwise due to market conditions. As of March 31, 2021, most of our products were deferred annuities with 22% of our FIAs at the minimum guarantees and 37% of our fixed rate annuities at the minimum crediting rates. As of March 31, 2021, minimum guarantees on all of our deferred annuities, including those with crediting rates already at their minimum guarantees, were, on average, greater than 100 basis points below the crediting rates on such deferred annuities, allowing us room to reduce rates before reaching the minimum guarantees. Our remaining liabilities are associated with immediate annuities, pension risk transfer obligations, funding agreements and life contracts for which we have little to no discretionary ability to change the rates of interest payable to the respective policyholder. A significant majority of our deferred annuity 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 *Part I—Item 3. Quantitative and Qualitative Disclosures About Market Risks* to this report and *Part II—Item 7A. Quantitative and Qualitative Disclosures About Market Risks* in our 2020 Annual Report, which includes a discussion regarding interest rate and other significant risks and our strategies for managing these risks.

#### ***COVID-19***

The spread of COVID-19 has resulted in significant volatility in the financial markets. The extent to which COVID-19 and the resulting impact on economic conditions and the financial markets may impact our business will depend on future developments and represents a material uncertainty to our business.

#### *Risks and Mitigation Measures*

The spread of COVID-19 presents three principal risks to our business: 1) business continuity risk; 2) market risk and 3) liquidity risk, including that resulting from policyholder behavior.

*Business Continuity Risk.* The spread of COVID-19 threatens the health and safety of our most valuable asset, our people. To mitigate the risk that the virus infects members of our workforce, to ensure the continuity of our operations throughout the duration of this pandemic and to ensure uninterrupted servicing of the policyholders who have entrusted us for their retirement needs, during March 2020 we implemented our business continuity plan. Pursuant to that plan, we implemented remote work protocols pursuant to which the significant majority of our employees worked remotely, with only certain operationally essential employees working at our facilities, to the extent lawfully permitted. For the operationally essential employees who continued working at our facilities, we implemented new safety protocols that incorporated recommendations, guidelines and regulations from the Center for Disease Control and other national, state and local health authorities, including mandated temperature screenings upon entering the building; the appropriate practice of social distancing, which includes but is not limited to a reduction in the number of people allowed in conference rooms and limiting elevator car capacity; the requirement to wear face coverings; and limitations on movement in the building, among other requirements designed to reduce the risk of transmission between employees (collectively, Safety Protocols). In addition, we implemented enhanced cleaning protocols, which include increased staff to clean common areas; availability of cleaning supplies, face coverings and hand sanitizer throughout our facilities that are operational; and actively encouraging our employees to adopt enhanced hygiene practices.

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On June 1, 2020, we commenced our repopulation plan and as of October 31, 2020, substantially all of our workforce had returned to the office. Prior to the commencement of our repopulation plan, all employees were required to complete a comprehensive training covering our repopulation plan and our Safety Protocols. Due to worsening conditions in our local communities, on November 10, 2020, we implemented a workplace rotation plan to reduce our office operating capacity in our West Des Moines office to 50% and on December 10, 2020, we reinstated remote work arrangements at our Bermuda headquarters. On January 11, 2021, the first wave of employees returned to our Bermuda location and on January 19, 2021, our West Des Moines location returned to standard operating capacity. As of April 30, 2021, our Bermuda location had returned to working remotely, whereas our West Des Moines location continued to work at standard operating capacity. We have implemented case investigation and contact tracing procedures to appropriately identify and quarantine those individuals who have been or may have been exposed to the virus. As of April 30, 2021, we had 10 employees who had been certified as contact tracers through Johns Hopkins University. We have been successful in implementing our business continuity and repopulation plans and to date have experienced no material impairment to our business operations. We continue to closely monitor our situation and the recommendations and guidelines issued by national, state and local health authorities.

**Market Risk.** The effects of the spread of COVID-19 on economic conditions and the financial markets may trigger or increase the market risks to which we are subject, namely interest rate risk, credit risk and public equity risk. The spread of COVID-19 and the Federal Reserve's responsive measures resulted in abrupt and significant decreases in interest rates and abrupt and significant increases in credit spreads. Changes in interest rates and credit spreads may result in a decrease in the value of our invested assets. To the extent that we needed to sell assets at these decreased values in order to satisfy our obligations, we would realize losses. However, approximately 75% of our deferred annuities have surrender charges, which we believe greatly reduce the likelihood and magnitude of unexpected withdrawals. Further, our PRT and funding agreement obligations are predominantly non-surrenderable. In addition, we mitigate interest rate risk by managing the effective duration of our assets and liabilities. In doing so, we closely monitor and manage our net duration mismatch as well as our cash inflows and outflows. Decreases in interest rates impact the interest income that we receive on our floating rate assets. For the three months ended March 31, 2021, we recognized \$69 million less in floating rate income than we recognized for the three months ended March 31, 2020, primarily as a result of the period-over-period declines in interest rates.

Certain companies that issued the securities that we hold in our investment portfolio are more likely to experience financial hardship as a result of the economic effects of COVID-19. We mitigate such risk by actively managing our investment portfolio and attempting to exit or reduce exposures we deem to carry disproportionate risk when compared to their return profile.

We are exposed to public equity risk through the index crediting on our FIA products, our AOG unit holdings and our common stock holdings in OneMain Holdings, Inc. (OneMain). We effectively eliminate the public equity risk arising from the index crediting on our FIA products by hedging the relevant index performance over the crediting period. Though this results in an effective hedge for economic purposes, because the instruments used to hedge the index crediting period are for a shorter term than the FIA contract, the hedge is not deemed effective for accounting purposes and results in the recognition of gains and losses from period to period. The public equity volatility arising from our holdings of AOG units and OneMain stock is unhedged.

**Liquidity Risk.** In the current market environment, liquidity risk can arise in several areas of our business, including but not limited to asset-liability mismatch and policyholder behavior risk. As noted above, most of our deferred annuities have surrender charges, which reduce the likelihood and magnitude of expected withdrawals, and our PRT and funding agreement obligations are predominantly non-surrenderable.

To be prepared to capitalize on growth opportunities that may arise in the current market environment as well as to manage any near-term liquidity risk, we have strategically increased our available liquidity. As of March 31, 2021, we had approximately \$10.4 billion of available liquidity comprised of \$6.4 billion of cash and approximately \$4.0 billion of undrawn capacity under various committed financing facilities. We have taken measures to increase our financial flexibility, including negotiating new committed lending facilities. We have also entered into several new securities repurchase arrangements with different financial institutions to provide access to additional short-term liquidity, to the extent available. As economic conditions have continued to stabilize, we have been investing our excess liquidity in yield producing assets.

With a record number of individuals finding themselves abruptly out of work and searching for sources of liquidity, we face policyholder behavior risk in the form of increased withdrawal levels and lapse rates. We have been closely monitoring policyholder behavior. As of April 30, 2021, we had noticed no material adverse change in policyholder behavior. We mitigate policyholder behavior risk by monitoring and projecting cash inflows and outflows and by maintaining greater levels of available liquidity.

#### *Emerging Trends*

As a result of the spread of COVID-19, the resulting impact on economic conditions and the financial markets and the mitigation efforts we have undertaken in response, we expect to see several trends impacting our future operating results.

First, we have held a greater proportion of our invested assets in cash and other liquid assets which has lowered our net investment earned rates and net investment spread compared to what we would have otherwise experienced pre-COVID-19. While we have continued to invest our excess cash in yield producing assets, we expect that our holdings of cash and other liquid assets may remain slightly elevated in the near-term. We expect that as we deploy these holdings and continue to redeploy the Jackson investment portfolio, we will experience increases in net investment earned rates and net investment spread.

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Second, we expect that the current market environment will cause certain issuers of securities held in our investment portfolio to experience financial hardship, which could result in the recognition of increased credit losses. Post adoption of the new accounting standard regarding accounting for current expected credit losses, we have increased our reserve for credit losses, net of noncontrolling interests, by \$75 million. We cannot predict the duration or severity of the current economic downturn. However, our ultimate loss experience resulting therefrom could be material and could cause our financial position, results of operations, cash flows and liquidity to differ materially from that presented herein.

Third, we have experienced increased volatility in the valuation of our alternative investments. In light of the current market environment, we may continue to experience such volatility in future periods. Given that approximately 50% of our alternative investments are accounted for on a one to three month lag, our financial results as they relate to the performance of our alternative investments may not be reflective of the economic conditions of a particular reporting period.

Fourth, the substantial decrease in interest rates recently experienced has had a negative impact on adjusted operating income. If the current rates persist for a prolonged period, our adjusted operating income would continue to be adversely affected when compared to pre-COVID-19 levels. Currently, we estimate that a 25 basis point decrease in interest rates that persists for a 12-month period will result in an approximate \$35 – \$45 million decrease in adjusted operating income.

The spread of COVID-19, the resulting impact on economic conditions and the financial markets and the mitigating efforts we have and will undertake may have consequences to our business that are unforeseen at this time. The emerging trends identified above do not purport to be complete and actual experience may differ materially from our current expectations.

#### ***Discontinuation of LIBOR***

On December 4, 2020, the Intercontinental Exchange Benchmark Administrator (IBA), the party that administers the publication of LIBOR, published a consultation on its intention to cease publication of 1-week and 2-month USD LIBOR settings immediately following the LIBOR publication on December 31, 2021 and the overnight and 1-, 3-, 6- and 12-month USD LIBOR settings immediately following the LIBOR publication on June 30, 2023. The consultation closed on January 25, 2021 and on March 5, 2021, the IBA announced that in the absence of sufficient panel bank support and without the intervention of the UK Financial Conduct Authority (FCA) to compel continued panel bank contribution to LIBOR, it will not be possible for the IBA to publish the relevant LIBOR settings on a representative basis beyond the dates previously specified for such settings. The UK Government had previously announced that it intends to enact legislation to bestow upon the FCA the power to direct a methodology change to enable LIBOR to be published on a synthetic basis after such time that it loses representativeness (Proposed Powers). The FCA advised the IBA that the FCA had no intention of using its Proposed Powers to enable the calculation of a synthetic LIBOR with respect to overnight, 1-week, 2-month and 12-month LIBOR settings and indicated that it would consider the case for using its Proposed Powers in respect of the 1-month, 3-month and 6-month LIBOR settings. Absent use of the FCA's Proposed Powers with respect to any of the remaining LIBOR settings, LIBOR for substantially all of our contracts with exposure to LIBOR would cease publication after June 30, 2023.

The discontinuation of LIBOR could have a significant impact on the financial markets and represents a material uncertainty to our business. To manage the uncertainty surrounding the discontinuation of LIBOR we have established a LIBOR transition team and a transition plan. We have created an Executive Steering Committee composed of senior executives to coordinate and oversee the execution of our plan. It is difficult to predict the full impact of the transition away from LIBOR on our contracts whose value is tied to LIBOR. The value or profitability of these contracts may be adversely affected.

As of March 31, 2021, we had contracts tied to LIBOR in the notional amounts set forth in the table below:

<i>(In millions)</i>	<b>Total Exposure</b>	<b>Extending Beyond June 30, 2023</b>
Investments	\$ 29,628	\$ 23,835
Product Liabilities	14,949	200
Derivatives Hedging Product Liabilities	18,602	1,303
Other Derivatives	1,546	1,463
Other Contracts	3,213	2,363
<b>Total notional of contracts tied to LIBOR</b>	<b>\$ 67,938</b>	<b>\$ 29,164</b>

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#### *Investments*

As of March 31, 2021, our investments tied to LIBOR were in the following asset classes:

<i>(In millions)</i>	<b>Total Exposure</b>	<b>Extending Beyond June 30, 2023</b>
<b>Multi-lateral Arrangements</b>		
Corporates	\$ 846	\$ 346
RMBS	3,736	3,293
CMBS	419	100
CLO	14,707	14,382
ABS	2,933	2,787
Bank Loans	383	283
<b>Total Multi-lateral Arrangements</b>	<b>23,024</b>	<b>21,191</b>
<b>Bi-lateral Arrangements</b>		
CML	6,458	2,498
RML	146	146
<b>Total Bi-lateral Arrangements</b>	<b>6,604</b>	<b>2,644</b>
<b>Total investments tied to LIBOR</b>	<b>\$ 29,628</b>	<b>\$ 23,835</b>

Of the total notional value of investment-related contracts tied to LIBOR extending beyond June 30, 2023, \$21.2 billion or 88.9% relate to multi-lateral arrangements. These arrangements are typically characterized by a large, diverse set of unrelated holders, the majority or all of whom must consent to amendments to the terms of the underlying investment instrument. Generally, when the amendments concern a material term such as the determination of interest, consent must be unanimous. Given the collective action issues inherent in such structures, such consent is typically impracticable and beyond our control. The existence and character of fallback provisions affected by the discontinuation of LIBOR vary widely from instrument to instrument. Many of our legacy contracts may not contemplate the permanent discontinuation of LIBOR and upon LIBOR's discontinuation may result in the conversion of the instrument from a floating- to a fixed-rate instrument or may involve a significant degree of uncertainty as to the method of determining interest. To the extent that such legacy arrangements do not contemplate the permanent discontinuation of LIBOR, we would most likely look to some broad-based solution, such as the recently adopted New York law amendment, to rectify such deficiency. To the extent that such a solution is ineffective, for example as a result of being ruled unconstitutional, we would likely be required to undertake a re-evaluation of affected investments, which might result in the disposition of individual positions. To the extent that individual positions are retained, we may incur adverse financial consequences, including any mark-to-market impacts resulting from those investments that convert from a floating to a fixed rate. To the extent that the fallback rates ultimately used to determine interest payable on structured securities do not align with the fallback rates used to determine interest payable on the underlying assets, economic losses could be sustained on the overall structure.

The remaining notional value of investment-related contracts tied to LIBOR extending beyond June 30, 2023 of \$2.6 billion or 11.1% relates to bi-lateral arrangements that are capable of being amended through negotiation with the relevant counterparty.

As our investment manager, Apollo maintains the documentation associated with the assets in our investment portfolio. We are therefore dependent upon Apollo for the successful completion of our LIBOR transition efforts relating to our investment portfolio. See *Part I-Item 1A. Risk Factors—Uncertainty relating to the LIBOR Calculation process and the phasing out of LIBOR after a future date may adversely affect the value of our investment portfolio, our ability to achieve our hedging objectives and our ability to issue funding agreements bearing a floating rate of interest* included in our 2020 Annual Report. Apollo's failure to fulfill its responsibilities could have an adverse impact on our results of operations and ability to timely report accurate financial information.

#### *Product Liabilities and Associated Hedging Instruments*

As of March 31, 2021, we had product liabilities with a notional value of approximately \$14.9 billion for which LIBOR is a component in the determination of interest credited, of which we expect \$200 million to have a current crediting term that extends beyond June 30, 2023. For purposes of evaluating our exposure to LIBOR, we only consider our exposure to the current crediting term, which is typically one to two years. Upon renewal of the crediting term, we have the ability to migrate policyholders into new strategies not involving LIBOR. Generally, there are two categories of indices that use LIBOR in the determination of interest credited, "excess return" indices (return of index in excess of LIBOR) and indices that use LIBOR as a means to control volatility. The indices to which these products are tied are primarily proprietary indices for which key inputs are determined by the index sponsor. The index sponsor generally has the right to unilaterally change the reference rate upon the discontinuation of LIBOR. As a result, we do not anticipate any administrative concerns in connection with the transition from LIBOR to a replacement rate with respect to these products.

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As of March 31, 2021, we held derivatives with a notional value of approximately \$18.6 billion to hedge our exposure to these product liabilities, of which we expect \$1.3 billion to extend beyond June 30, 2023. Included within this category are \$3.9 billion of Eurodollar futures, of which we expect \$1.1 billion to extend beyond June 30, 2023. Exchange traded products, such as Eurodollar futures, will follow the CME Group Inc.'s approach regarding the discontinuation of LIBOR. The remaining derivatives in this category are primarily purchased to hedge the current crediting period. We will be required to purchase new derivatives in future periods to hedge future crediting periods associated with the related existing product liabilities, which will expose us to potential basis mismatch to the extent that the reference rate for the product liability is not the same as the reference rate for the derivative instrument. These derivatives are entered into pursuant to an ISDA Master Agreement and will transition to SOFR in accordance with the process described below under the caption *Other Derivatives*.

#### *Other Derivatives*

Our other derivative contracts tied to LIBOR are generally entered into pursuant to an ISDA Master Agreement. ISDA published the ISDA 2020 IBORFallbacks Protocol (Protocol) and released Supplement 70 to the 2006 ISDA Definitions (Supplement) on October 23, 2020. The Protocol and Supplement include appropriate fallbacks that contemplate the permanent discontinuation of LIBOR. In January 2021, we joined industry peers by adhering to the Protocol and terms of the Supplement, each of which became effective on January 25, 2021. With respect to future transactions, we anticipate adoption of the 2021 ISDA Interest Rate Definitions. To the extent that the fallbacks incorporated into our other derivative contracts result in the use of a replacement rate that differs from that employed in the contract being hedged, we may experience basis mismatch. The Protocol contains templates for possible bilateral amendments to legacy contracts for situations in which the fallbacks contemplated by the Protocol give rise to potential basis risk. We intend to evaluate whether and the extent to which we are subject to such basis risk, as well as the possibility of using the available templates to mitigate such risk.

In addition to the exposure set forth in the table above, since March 31, 2021, we have added an additional \$575 million of derivatives tied to LIBOR, all of which are expected to extend beyond June 30, 2023. Given our adherence to the Protocol and terms of the Supplement, all of these derivatives incorporate provisions that contemplate the permanent discontinuation of LIBOR.

#### *Other Contracts and Other Sources of Exposure*

The "Other Contracts" category is comprised of our credit agreement, floating rate funding agreements and fixed-to-float Series A preference shares, all of which contemplate the permanent discontinuation of LIBOR, are tied to LIBOR in a manner that is not expected to have a significant impact upon LIBOR's discontinuation or have fallback provisions in place that provide for the determination of interest after the discontinuation of LIBOR. In addition to the other contracts for which we have quantified our exposure, we are party to contracts that are tied to LIBOR based upon the occurrence of some remote contingency, such as the accrual of penalty interest, or for which LIBOR is otherwise not a material term of the contract. These contracts do not lend themselves to quantification and are lower in priority in our LIBOR remediation efforts. Finally, LIBOR is used as a component in our internal derivative valuation models. We have begun to transition the benchmark yield curve in such models from LIBOR to the Secured Overnight Financing Rate and we expect to complete the transition prior to the discontinuation of LIBOR. Such transition may affect the valuation of our derivative instruments.

We can provide no assurance that we will be successful at fully implementing our plan prior to the discontinuation of LIBOR. Completion of certain components of our plan are contingent upon market developments and are therefore not fully within our control. To the extent management effort and attention is focused on other matters, such as responding to the risks posed by COVID-19, the timely completion of our plan could become more difficult. Failure to fully implement our plan prior to the discontinuation of LIBOR may have a material adverse effect on our business, financial position, results of operations and cash flows and on our ability to timely report accurate financial information.

#### **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. Our tax-efficient savings products are well positioned to meet this increasing customer demand.

#### **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 the markets in which we operate, 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.

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According to LIMRA, total fixed annuity market sales in the United States were \$120.4 billion for the year ended December 31, 2020, a 13.9% decrease from the same time period in 2019 as interest rates pulled down crediting rates in all fixed product lines and the challenging macroeconomic backdrop amidst the COVID-19 crisis. In the total fixed annuity market, for the year ended December 31, 2020 (the most recent period for which specific market share data is available), we were the 4th largest company based on sales of \$7.7 billion, translating to a 6.4% market share. For the year ended December 31, 2019, our market share was 4.8% with sales of \$6.8 billion.

According to LIMRA, total fixed-indexed annuity market sales in the United States were \$55.5 billion for the year ended December 31, 2020, a 24.5% decrease from the same time period in 2019. For the year ended December 31, 2020 (the most recent period for which specific market share data is available), we were the largest provider of FIAs based on sales of \$5.8 billion, and our market share for the same period was 10.5%. For the year ended December 31, 2019, we were the 2nd largest provider of FIAs based on sales of \$6.1 billion, translating to an 8.3% market share.

#### **Key Operating and Non-GAAP Measures**

In addition to our results presented in accordance with GAAP, we present certain financial information that includes non-GAAP measures. Management believes the use of these non-GAAP measures, together with the relevant GAAP measures, provides information that may enhance an investor's 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, 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 corresponding GAAP measures.

#### ***Adjusted Operating Income (Loss) Available to Common Shareholders***

Adjusted operating income (loss) available to common shareholders 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 adjusted operating income (loss) available to common shareholders equals net income (loss) available to AHL common shareholders adjusted to eliminate the impact of the following (collectively, the non-operating adjustments):

- **Investment Gains (Losses), Net of Offsets**—Consists of the realized gains and losses on the sale of AFS securities, the change in fair value of reinsurance assets, unrealized gains and losses, changes in the credit loss allowance, and other investment gains and losses. Unrealized, allowances 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 change in credit loss allowances 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 guaranteed lifetime withdrawal benefit (GLWB) and guaranteed minimum death benefit (GMDB) reserves (together, GLWB and GMDB reserves represent rider reserves) as well as the market value adjustments (MVA) associated with surrenders or terminations of contracts.
- **Change in Fair Values of Derivatives and Embedded Derivatives – FIAs, Net of Offsets**—Consists of impacts related to the fair value accounting for derivatives hedging the FIA index credits and the related embedded derivative liability fluctuations 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). On 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 term 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**—Consists of restructuring and integration expenses related to acquisitions and block reinsurance costs as well as certain other expenses, which are not predictable or related to our underlying profitability drivers.
- **Stock Compensation Expense**—Consists of stock compensation expenses associated with our share incentive plans, excluding our long-term incentive plan, which are not related to our underlying profitability drivers and fluctuate from time to time due to the structure of our plans.

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- **Bargain Purchase Gain**—Consists of adjustments to net income (loss) available to AHL common shareholders as they are not related to our underlying profitability drivers.
- **Income Tax (Expense) Benefit – Non-operating**—Consists of the income tax effect of non-operating adjustments and is computed by applying the appropriate jurisdiction's tax rate to the non-operating adjustments that are subject to income tax.

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

#### ***Adjusted Operating ROE***

Adjusted operating ROE is a non-GAAP measure used to evaluate our financial performance excluding the impacts of AOCI and the cumulative change in fair value of funds withheld and modeco reinsurance assets, net of DAC, DSL, rider reserve and tax offsets. Adjusted AHL common shareholders' equity is calculated as the ending AHL shareholders' equity excluding AOCI, the cumulative change in fair value of funds withheld and modeco reinsurance assets and preferred stock. Adjusted operating ROE is calculated as the adjusted operating income (loss) available to common shareholders, divided by average adjusted AHL common shareholders' equity. These adjustments fluctuate 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. Except with respect to reinvestment activity relating to 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 and the cumulative change in fair value of funds withheld and modeco reinsurance assets are useful in analyzing trends in our operating results. To enhance the ability to analyze these measures across periods, interim periods are annualized. Adjusted operating ROE should not be used as a substitute for ROE. However, we believe the adjustments to net income (loss) available to AHL common shareholders and AHL common shareholders' equity are significant to gaining an understanding of our overall financial performance.

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#### ***Adjusted Operating Earnings (Loss) Per Common Share, Weighted Average Common Shares Outstanding – Adjusted Operating and Adjusted Book Value Per Common Share***

Adjusted operating earnings (loss) per common share, weighted average common shares outstanding – adjusted operating and adjusted book value per common share 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 these measures represent an economic view of our share counts and provide a simplified and consistent view of our outstanding shares. Adjusted operating earnings (loss) per common share is calculated as the adjusted operating income (loss) available to common shareholders, over the weighted average common shares outstanding – adjusted operating. Adjusted book value per common share is calculated as the adjusted AHL common shareholders' equity divided by the adjusted operating common shares outstanding. Effective February 28, 2020, all Class B common shares were converted into Class A common shares and all Class M common shares were converted into warrants and Class A common shares. Our Class B common shares were economically equivalent to Class A common shares and were convertible to Class A common shares on a one-for-one basis at any time. Our Class M common shares were in the legal form of shares but economically functioned as options as they were convertible into Class A common shares after vesting and payment 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 were not dilutive, after considering the dilutive effects of the more dilutive securities in the sequence, they were excluded. Weighted average common shares outstanding – adjusted operating and adjusted operating 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, but excluding any awards for which the exercise or conversion price exceeds the market value of our Class A common shares on the applicable measurement date. For certain historical periods, Class M shares were not included due to issuance restrictions which were contingent upon our IPO. Adjusted operating earnings (loss) per common share, weighted average common shares outstanding – adjusted operating and adjusted book value per common share should not be used as a substitute for basic earnings (loss) per share – Class A common shares, basic weighted average common shares outstanding – Class A or book value per common 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.

#### ***Adjusted Debt to Capital Ratio***

Adjusted debt to capital ratio is a non-GAAP measure used to evaluate our capital structure excluding the impacts of AOCI and the cumulative change in fair value of funds withheld and modco reinsurance assets, net of DAC, DSI, rider reserve and tax offsets. Adjusted debt to capital ratio is calculated as total debt divided by adjusted AHL shareholders' equity. Adjusted debt to capital ratio should not be used as a substitute for the debt to capital ratio. However, we believe the adjustments to shareholders' equity are significant to gaining an understanding of our capitalization, debt utilization and debt capacity.

#### ***Retirement Services Net Investment Spread, Investment Margin on Deferred Annuities and Operating Expenses***

Net investment spread is a key measure of the profitability of our Retirement Services segment. Net investment spread measures our investment performance less the total cost of our liabilities. Net investment earned rate is a key measure of our investment performance, while cost of funds is a key measure of the cost of our policyholder benefits and liabilities. Investment margin on our deferred annuities measures our investment performance less the cost of crediting for our deferred annuities, which make up a significant portion of our net reserve liabilities.

Net investment earned rate is a non-GAAP measure we use to evaluate the performance of our net invested assets that does not correspond to GAAP net investment income. Net investment earned rate is computed as the income from our net invested assets divided by the average net invested assets, excluding the impacts of our investment in Apollo, for the relevant period. To enhance the ability to analyze these measures across periods, interim periods are annualized. The adjustments to net investment income to arrive at our net investment earned rate add (a) alternative investment gains and losses, (b) gains and losses related to trading securities for CLOs, (c) net VIE impacts (revenues, expenses and noncontrolling interest), (d) forward points gains and losses on foreign exchange derivative hedges and (e) the change in fair value of reinsurance assets, and removes the proportionate share of the ACRA net investment income associated with the ACRA noncontrolling interest as well as the gain or loss on our investment in Apollo. We include the income and assets supporting our change in fair value of reinsurance assets 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 change in fair value of reinsurance assets. 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 funds includes liability costs related to cost of crediting on both deferred annuities and institutional products as well as other liability costs, but does not include the proportionate share of the ACRA cost of funds associated with the noncontrolling interest. Cost of funds is computed as the total liability costs divided by the average net invested assets, excluding our investment in Apollo, for the relevant period. To enhance the ability to analyze these measures across periods, interim periods are annualized.

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Cost of crediting includes the costs for both deferred annuities and institutional products. Cost of crediting on deferred annuities is the interest credited to the policyholders on our fixed strategies as well as the option costs on the indexed 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. Cost of crediting on institutional products is comprised of (i) PRT costs, including interest credited, benefit payments and other reserve changes, net of premiums received when issued, and (ii) funding agreement costs, including the interest payments and other reserve changes. Cost of crediting is computed as the cost of crediting for deferred annuities and institutional products divided by the average net invested assets, excluding the investment in Apollo, for the relevant periods. Cost of crediting on deferred annuities is computed as the net interest credited on fixed strategies and option costs on indexed annuity strategies divided by the average net account value of our deferred annuities. Cost of crediting on institutional products is computed as the PRT and funding agreement costs divided by the average net institutional reserve liabilities. Our average net invested assets, excluding our investment in Apollo, net account values and net institutional reserve liabilities are averaged over the number of quarters in the relevant period to obtain our associated cost of crediting for such period. To enhance the ability to analyze these measures across periods, interim periods are annualized.

Other liability costs include DAC, DSI and VOBA amortization, change in rider reserves, the cost of liabilities on products other than deferred annuities and institutional products, excise taxes, premiums, product charges and other revenues. We believe a measure like other liability costs is useful in analyzing the trends of our core business operations and profitability. While we believe other liability costs is a meaningful financial metric and enhances our understanding of the underlying profitability drivers of our business, it should not be used as a substitute for total benefits and expenses presented under GAAP.

Net investment earned rate, cost of funds, net investment spread and investment margin on deferred annuities are non-GAAP measures we use to evaluate the profitability of our business. We believe these metrics are useful in analyzing the trends of our business operations, profitability and pricing discipline. While we believe each of these metrics 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, interest sensitive contract benefits or total benefits and expenses presented under GAAP.

Operating expenses excludes integration, restructuring and other non-operating expenses, stock compensation expense, interest expense and policy acquisition expenses. We believe a measure like operating expenses is useful in analyzing the trends of our core business operations and profitability. While we believe operating expenses is a meaningful financial metric and enhances our understanding of the underlying profitability drivers of our business, it should not be used as a substitute for policy and other operating expenses presented under GAAP.

#### ***Net Invested Assets***

In managing our business, we analyze net invested assets, which does not correspond to total investments, including investments in related parties, as disclosed in our consolidated financial statements and notes thereto. Net invested assets represents the investments that directly back our net reserve liabilities as well as surplus assets. Net invested assets, excluding our investment in Apollo, is used in the computation of net investment earned rate, which allows us to analyze the profitability of our investment portfolio. Net 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) VIE assets, liabilities and noncontrolling interest adjustments, (f) net investment payables and receivables, (g) policy loans ceded (which offset the direct policy loans in total investments) and (h) an allowance for credit losses. Net 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 modoco agreements in our net 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. Net invested assets includes our proportionate share of ACRA investments, based on our economic ownership, but does not include the proportionate share of investments associated with the noncontrolling interest. Net invested assets also includes our investment in Apollo. Our net invested assets, excluding our investment in Apollo, are averaged over the number of quarters in the relevant period to compute our net investment earned rate for such period. While we believe net invested assets is a meaningful financial metric and enhances our understanding of the underlying drivers of our investment portfolio, it should not be used as a substitute for total investments, including related parties, presented under GAAP.

#### ***Net Reserve Liabilities***

In managing our business, we also analyze net reserve liabilities, which does not correspond to total liabilities as disclosed in our consolidated financial statements and notes thereto. Net reserve liabilities represent our policyholder liability obligations net of reinsurance and is used to analyze the costs of our liabilities. Net reserve liabilities include (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 recoverable, excluding policy loans ceded. Net reserve liabilities include our proportionate share of ACRA reserve liabilities, based on our economic ownership, but does not include the proportionate share of reserve liabilities associated with the noncontrolling interest. Net 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. While we believe net reserve liabilities is a meaningful financial metric and enhances our understanding of the underlying profitability drivers of our business, it should not be used as a substitute for total liabilities presented under GAAP.

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#### **Sales**

Sales statistics do not correspond to revenues under GAAP but are used as relevant measures to understand our business performance as it relates to inflows generated during a specific period of time. Our sales statistics include inflows for 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). While we believe sales is a meaningful metric and enhances our understanding of our business performance, it should not be used as a substitute for premiums presented under GAAP.

#### **Net Organic Growth Rate**

Net organic growth rate is calculated as the net organic flows divided by average net invested assets. Net organic flows are comprised of net organic inflows less net outflows. Organic inflows are the deposits generated from our organic channels, which include retail, flow reinsurance and institutional. Net outflows are total liability outflows, including full and partial withdrawals on our deferred annuities, death benefits, pension risk transfer benefit payments, payments on payout annuities and maturities of our funding agreements, net of outflows attributable to the ACRA noncontrolling interest. To enhance the ability to analyze these measures across periods, interim periods are annualized. We believe net organic growth rate provides a meaningful financial metric that enables investors to assess our growth from the channels that provide recurring inflows. Management uses net organic growth rate to monitor our business performance and the underlying profitability drivers of our business.

#### **Consolidated Results of Operations**

The following summarizes the consolidated results of operations:

<i>(In millions, except per share data and percentages)</i>	Three months ended March 31,	
	2021	2020
Revenues	\$ 4,391	\$ (1,549)
Benefits and expenses	4,252	(167)
<b>Income (loss) before income taxes</b>	<b>139</b>	<b>(1,382)</b>
Income tax expense (benefit)	62	(166)
<b>Net income (loss)</b>	<b>77</b>	<b>(1,216)</b>
Less: Net loss attributable to noncontrolling interests	(537)	(169)
<b>Net income (loss) attributable to Athene Holding Ltd.</b>	<b>614</b>	<b>(1,047)</b>
Less: Preferred stock dividends	36	18
<b>Net income (loss) available to AHL common shareholders</b>	<b>\$ 578</b>	<b>\$ (1,065)</b>
Earnings (loss) per common share - basic Class A	\$ 3.02	\$ (5.81)
Earnings (loss) per common share – diluted Class A <sup>1</sup>	\$ 2.94	\$ (5.81)
ROE	12.9 %	(36.5)%

<sup>1</sup> Diluted earnings (loss) per common share on a GAAP basis for Class A common shares, including diluted Class A weighted average common shares outstanding, includes for the three months ended March 31, 2020, the dilutive impacts, if any, of Class B common shares and Class M common shares and for both periods any other stock-based awards.

#### **Three Months Ended March 31, 2021 Compared to the Three Months Ended March 31, 2020**

In this section, references to 2021 refer to the three months ended March 31, 2021 and references to 2020 refer to the three months ended March 31, 2020.

#### *Net Income (Loss) Available to AHL Common Shareholders*

Net income (loss) available to AHL common shareholders increased by \$1.6 billion, or 154%, to \$578 million in 2021 from \$(1.1) billion in 2020. ROE increased to 12.9% from (36.5)% in 2020. The increase in net income (loss) available to AHL common shareholders was driven by a \$5.9 billion increase in revenues and a \$368 million decrease in noncontrolling interests, partially offset by an increase of \$4.4 billion in benefits and expenses, a \$228 million increase in income tax expense, and an \$18 million increase in preferred stock dividends.

#### *Revenues*

Revenues increased by \$5.9 billion to \$4.4 billion in 2021 from \$(1.5) billion in 2020. The increase was driven by an increase in investment related gains and losses, an increase in premiums and an increase in net investment income.

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Investment related gains and (losses) increased by \$3.1 billion to \$(488) million in 2021 from \$(3.6) billion in the prior year, primarily due to the change in fair value of FIA hedging derivatives, the change in fair value of reinsurance assets, the change in provision for credit losses, the change in fair value of trading securities and an increase in equity securities reflecting the prior year decline in financial markets, partially offset by a decrease in realized gains and losses on AFS securities as a result of redeploying the Jackson reinsurance portfolio. The change in fair value of FIA hedging derivatives increased \$2.1 billion driven by the favorable 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 increased 5.8% in 2021, compared to a decrease of 20.0% in 2020. The change in fair value of reinsurance assets increased \$313 million primarily driven by the change in the value of the underlying assets related to significant credit spread widening in the prior year, partially offset by the increase in US Treasury rates in the current quarter compared to a decrease in the prior year. The favorable change in the provision for credit losses of \$276 million was primarily due to the unfavorable prior year impacts reflecting the economic downturn from the spread of COVID-19. The favorable change in fair value of trading securities of \$154 million was comprised primarily of an increase in CLO equity securities, non-redeemable preferred stock and other trading securities mainly due to credit spread widening in the prior year, partially offset by the change in US Treasury rates.

Premiums increased by \$1.9 billion to \$3.0 billion in 2021 from \$1.1 billion in the prior year, driven by higher PRT premiums compared to prior year.

Net investment income increased by \$959 million to \$1.7 billion in 2021 from \$745 million in the prior year, primarily driven by favorable alternative investment performance, a favorable change in the fair value of our investment in Apollo of \$272 million mainly attributable to the change in valuation price compared to prior year and growth in our investment portfolio attributed to strong net flows in during the previous twelve months, partially offset by \$69 million of lower floating rate investment income due to the lower interest rate environment.

#### *Benefits and Expenses*

Benefits and expenses increased by \$4.4 billion to \$4.3 billion in 2021 from \$(167) million in 2020. The increase was driven by an increase in future policy and other policy benefits, an increase in interest sensitive contract benefits, an increase in DAC, DSI and VOBA amortization and an increase policy and other operating expenses.

Future policy and other policy benefits increased by \$2.0 billion to \$3.3 billion in 2021 from \$1.4 billion in 2020, primarily attributable to higher PRT obligations as well as an increase in the change in rider reserves. The change in rider reserves of \$116 million was primarily driven by a favorable net change in FIA derivatives as well as growth in the block of business.

Interest sensitive contract benefits increased by \$1.7 billion to \$394 million in 2021 from \$(1.3) billion in 2020, driven by an increase in FIA fair value embedded derivatives of \$1.6 billion and growth in the block of business including the Jackson reinsurance transaction. The change in the FIA fair value embedded derivatives was primarily due to the performance of the equity indices to which our FIA policies are linked, primarily the S&P 500 index, which experienced an increase of 5.8% in 2021, compared to a decrease of 20.0% in 2020, partially offset by a favorable change in discount rates used in our embedded derivative calculations as the current year experienced a larger increase in discount rates compared to 2020.

DAC, DSI and VOBA amortization increased by \$651 million to \$248 million in 2021 from \$(403) million in 2020, primarily due to the favorable changes in investment related gains and losses as a result of a favorable change in fair value of reinsurance assets, net FIA derivatives, and equity markets as well as growth in the block of business.

Policy and other operating expenses increased by \$95 million to \$283 million in 2021 from \$188 million in 2020, primarily driven by the significant growth in the business and the accrual of costs associated with the previously announced merger with Apollo.

#### *Taxes*

Income tax expense (benefit) increased by \$228 million to \$62 million in 2021 from \$(166) million in 2020. The income tax expense for 2021 was primarily driven by higher income before tax due to an increase in net investment income and a favorable change in fair value of reinsurance assets.

Our effective tax rate in the first quarter of 2021 was 45% and 12% in 2020. Our effective tax rates may vary period to period depending upon the relationship of income and loss subject to tax compared to consolidated income and loss before income taxes. The effective tax rate in 2021 increased significantly as a result of unrealized losses within reinsurance investment portfolios that are not subject to tax.

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#### *Noncontrolling Interest*

Noncontrolling interest decreased by \$368 million to \$(537) million in 2021 from \$(169) million in 2020, driven by the net loss related to noncontrolling interests in ACRA. The net loss attributable to noncontrolling interests was primarily due to an unfavorable change in fair value of reinsurance assets as a result of more unrealized losses within reinsurance investment portfolios, magnified by the Jackson reinsurance transaction in the second quarter of 2020.

#### *Preferred Stock Dividends*

Preferred stock dividends increased by \$18 million to \$36 million in 2021 from \$18 million in 2020, driven by dividends paid on the preferred stock issued in 2020.

#### **Results of Operations by Segment**

The following summarizes our adjusted operating income (loss) available to common shareholders by segment:

	Three months ended March 31,	
	2021	2020
<i>(In millions, except per share data and percentages)</i>		
<b>Net income (loss) available to AHL common shareholders</b>	<b>\$ 578</b>	<b>\$ (1,065)</b>
<b>Non-operating adjustments</b>		
Realized gains on sale of AFS securities	19	12
Unrealized, allowances and other investment gains (losses)	100	(369)
Change in fair value of reinsurance assets	(865)	(1,277)
Offsets to investment gains (losses)	141	495
Investment losses, net of offsets	(605)	(1,139)
Change in fair values of derivatives and embedded derivatives – FIAs, net of offsets	488	65
Integration, restructuring and other non-operating expenses	(45)	(4)
Stock compensation expense	—	(10)
Income tax (expense) benefit – non-operating	(8)	131
<b>Less: Total non-operating adjustments</b>	<b>(170)</b>	<b>(957)</b>
<b>Adjusted operating income (loss) available to common shareholders</b>	<b>\$ 748</b>	<b>\$ (108)</b>
<b>Adjusted operating income (loss) available to common shareholders by segment</b>		
Retirement Services	\$ 784	\$ 204
Corporate and Other	(36)	(312)
<b>Adjusted operating income (loss) available to common shareholders</b>	<b>\$ 748</b>	<b>\$ (108)</b>
Adjusted operating earnings (loss) per common share <sup>1</sup>	\$ 3.80	\$ (0.60)
Adjusted operating ROE	25.3 %	(4.4)%
Retirement Services adjusted operating ROE	37.8 %	10.6 %

<sup>1</sup> Represents Class A common shares outstanding or weighted average common shares outstanding assuming conversion or settlement of all outstanding items that are able to be converted to or settled in Class A common shares, including for the three months ended March 31, 2020, the impacts of Class B common shares and Class M common shares and for both periods any other stock-based awards, but excluding any awards for which the exercise or conversion price exceeds the market value of our Class A common shares on the applicable measurement date.

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#### ***Three Months Ended March 31, 2021 Compared to the Three Months Ended March 31, 2020***

##### *Adjusted Operating Income (Loss) Available to Common Shareholders*

Adjusted operating income (loss) available to common shareholders increased by \$856 million, or 793%, to \$748 million in 2021 from \$(108) million in 2020. Adjusted operating ROE was 25.3%, up from (4.4)% in 2020. Adjusted operating income available to common shareholders excluding the investment in Apollo, net of tax increased by \$636 million, or 485%, to \$767 million in 2021 from \$131 million in 2020. The increase in adjusted operating income (loss) available to common shareholders was driven by an increase in our Retirement Services segment of \$580 million and an increase in our Corporate and Other segment of \$276 million.

Our consolidated net investment earned rate was 5.27% in 2021, an increase from 3.87% in 2020, primarily due to the favorable performance in our alternative investment portfolio, partially offset by lower returns in our fixed and other investment portfolio. Alternative net investment earned rate was 38.51% in 2021, an increase from (2.58)% in 2020, primarily driven by higher Venerable returns, unfavorable performance in the prior year reflecting the economic downturn from the spread of COVID-19, the sale of AmeriHome, the increase in the market value of our equity position in OneMain and higher MidCap returns. Fixed and other net investment earned rate was 3.57% in 2021, a decrease from 4.20% in 2020, driven by lower floating rate investment income, lower new money rates reflecting the prolonged lower interest rate environment, lower returns on the assets from the Jackson reinsurance transaction and higher levels of cash during the current quarter.

##### *Non-operating Adjustments*

Non-operating adjustments increased by \$787 million to \$(170) million in 2021 from \$(957) million in 2020. The increase in non-operating adjustments was primarily driven by the change in fair value of reinsurance assets, the change in net FIA derivatives, and a change in provision for credit losses, partially offset by higher non-operating expenses related to the accrual of costs associated with the previously announced merger with Apollo. The change in fair value of reinsurance assets was favorable by \$412 million primarily due to significant credit spread widening in the prior year, partially offset by the increase in US Treasury rates in the current quarter compared to a decrease in the prior year. Net FIA derivatives were favorable by \$423 million primarily due to the favorable performance of the equity indices to which our FIA policies are linked, primarily the S&P 500 index, and a more favorable change in discount rates used in our embedded derivative calculations. The favorable change in provision for credit losses of \$277 million (net of noncontrolling interests) was primarily due to the unfavorable prior year impacts reflecting the economic downturn from the spread of COVID-19.

##### **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 FIAs, MYGAs, traditional one year guarantee fixed deferred annuities, immediate annuities and institutional products from our reinsurance partners. In addition, our institutional operations, including funding agreements and PRT obligations, are included in our Retirement Services segment.

#### ***Three Months Ended March 31, 2021 Compared to the Three Months Ended March 31, 2020***

##### *Adjusted Operating Income Available to Common Shareholders*

Adjusted operating income available to common shareholders increased by \$580 million, or 284%, to \$784 million in 2021, from \$204 million in 2020. Adjusted operating ROE was 37.8%, up from 10.6% in the prior period. The increase in adjusted operating income available to common shareholders was driven by higher net investment earnings, partially offset by higher cost of funds and higher operating tax expense related to higher taxable earnings in 2021. Net investment earnings increased \$751 million primarily driven by favorable alternative investment performance, \$32.1 billion of growth in our average net invested assets from prior year attributed to a strong growth in deposits and the Jackson reinsurance transaction, partially offset by lower floating rate income and lower new money rates reflecting the prolonged lower interest rate environment. Cost of funds were \$128 million higher primarily related to an increase in cost of crediting as a result of growth in the block of business, including the Jackson reinsurance transaction. Other liability costs were consistent with prior year as higher gross profits were entirely offset by the favorable change in actuarial experience and market impacts.

##### *Net Investment Spread*

	Three months ended March 31,	
	2021	2020
Net investment earned rate	5.18 %	4.04 %
Cost of funds	2.70 %	3.01 %
Net investment spread	2.48 %	1.03 %

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Net investment spread, which measures the spread on our investment performance less the total cost of our liabilities, increased 145 basis points to 2.48% in 2021 from 1.03% in 2020. Net investment earned rate increased 114 basis points due to a higher alternative net investment earned rate, partially offset by the decline in the fixed and other net investment earned rate. The alternative net investments earned rate increased in 2021 to 42.33% from 0.56% in 2020, driven by higher Venerable returns primarily due to a valuation increase related to the announced reinsurance agreement with Equitable Financial Life Insurance Company, unfavorable performance in the prior year reflecting the economic downturn from the spread of COVID-19, the sale of AmeriHome and higher MidCap returns as a result of a valuation increase in the quarter relating to a capital raise price at a premium compared to a decrease in valuation in the prior year. The fixed and other net investment earned rate decreased in 2021 to 3.57% from 4.20% in 2020, primarily attributed to lower floating rate investment income, lower new money rates reflecting the prolonged lower interest rate environment, lower returns on the assets from the Jackson reinsurance transaction and higher levels of cash during the current quarter.

Cost of funds decreased by 31 basis points to 2.70% in 2021, from 3.01% in 2020, primarily driven by lower other liability costs and cost of crediting. Other liability costs decreased 26 basis points primarily driven by a favorable rider reserve and DAC amortization related to the change in actuarial experience and market impacts, partially offset by higher gross profits, as well as favorable other liability costs from the Jackson reinsurance transaction. Cost of crediting decreased 5 basis points primarily driven by a decrease in floating rate funding agreements, lower rates on recent funding agreement issuances and PRT transactions and slightly favorable deferred annuity rates due to favorable rate actions and lower option costs.

#### *Investment Margin on Deferred Annuities*

	Three months ended March 31,	
	2021	2020
Net investment earned rate	5.18 %	4.04 %
Cost of crediting on deferred annuities	1.89 %	1.91 %
Investment margin on deferred annuities	3.29 %	2.13 %

Investment margin on deferred annuities, which measures our investment performance less the cost of crediting for our deferred annuities, increased by 116 basis points to 3.29% in 2021, from 2.13% in 2020, driven by an increase in the net investment earned rate and a decrease in the cost of crediting on deferred annuities from the prior year related to favorable rate actions and lower option costs, as 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 such as corporate allocated expenses, merger and acquisition costs, debt costs, preferred stock dividends, certain integration and restructuring costs, certain stock-based compensation and intersegment eliminations. In addition, we also hold capital in excess of the level of capital we hold in Retirement Services to support our operating strategy.

#### *Adjusted Operating Loss Available to Common Shareholders*

Adjusted operating loss available to common shareholders decreased by \$276 million to \$36 million from \$312 million for the three months ended March 31, 2021 and 2020, respectively. The decrease in adjusted operating loss available to common shareholders was primarily driven by a favorable change of \$220 million on our investment in Apollo, net of tax, as well as favorable alternative investment performance from an increase in the market value of our equity position in OneMain and higher credit fund income due to the decline in CLO equities in the prior year related to the unfavorable economic conditions. These items were partially offset by higher preferred stock dividends and higher interest expense due to 2020 issuances.

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#### **Consolidated Investment Portfolio**

We had consolidated investments, including related parties, of \$186.0 billion and \$182.4 billion as of March 31, 2021 and December 31, 2020, respectively. Our investment strategy seeks to achieve sustainable risk-adjusted returns through the disciplined management of our investment portfolio against our long-duration liabilities, coupled with the diversification of risk. The investment strategies utilized by our investment manager focuses 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. Substantially all of our investment portfolio is managed by Apollo, which provides a full suite of services, 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 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. Apollo's investment team and credit portfolio managers utilize their deep experience to assist us in sourcing and underwriting complex asset classes. Apollo 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 approximately 5% of our portfolio to alternative investments where we primarily focus on fixed income-like, cash flow-based investments.

Net investment income on the condensed consolidated statements of income (loss) included management fees under our investment management arrangements with Apollo, inclusive of base and sub-allocation fees, of \$144 million and \$128 million, respectively, during the three months ended March 31, 2021 and 2020. The total amounts we have incurred, directly and indirectly, from Apollo and its affiliates were as follows:

(In millions)	Three months ended March 31,	
	2021	2020
Investment management agreements <sup>1,2</sup>	\$ 195	\$ 152
Fund investments <sup>3</sup>	61	(18)
Other <sup>4</sup>	11	9
Gross fees	267	143
ACRA noncontrolling interest <sup>5</sup>	25	5
Net fees	\$ 242	\$ 138

<sup>1</sup> Excludes \$1 million and \$0 million of sub-advisory fees paid to ISG for the benefit of third-party sub-advisors for the three months ended March 31, 2021 and 2020, respectively.

<sup>2</sup> Includes \$55 million and \$24 million of fees charged by Apollo to third-party cedants for the three months ended March 31, 2021 and 2020, respectively, with respect to assets supporting obligations reinsured to us. Third-party cedants bear legal responsibility for payment of the investment management fees charged; however, we are the beneficiaries of the services performed and the fees ultimately reduce the settlement payments received from such third-party cedants.

<sup>3</sup> Includes total management fees, carried interest (including unrealized but accrued carried interest fees) and other fees, including with respect to those investments we hold as equity method investments.

<sup>4</sup> Other primarily relates to fees resulting from shared services, advisory and other agreements with Apollo or its affiliates.

<sup>5</sup> Represents those fees incurred directly and indirectly attributable to ACRA, based upon the economic ownership of the noncontrolling interest in ACRA.

Our net invested assets, which are those that directly back our net reserve liabilities as well as surplus assets, were \$155.7 billion and \$150.2 billion as of March 31, 2021 and December 31, 2020, respectively. Apollo's knowledge of our funding structure and regulatory requirements allows it to design customized strategies and investments for our portfolio. Apollo manages our asset portfolio 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 the issuer's 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, 2021		December 31, 2020	
	Carrying Value	Percent of Total	Carrying Value	Percent of Total
AFS securities, at fair value	\$ 85,524	45.9 %	\$ 82,853	45.4 %
Trading securities, at fair value	1,979	1.1 %	2,093	1.2 %
Equity securities	524	0.3 %	532	0.3 %
Mortgage loans, net of allowances	16,671	8.9 %	15,264	8.4 %
Investment funds	966	0.5 %	803	0.4 %
Policy loans	356	0.2 %	369	0.2 %
Funds withheld at interest	46,024	24.7 %	48,612	26.7 %
Derivative assets	3,677	2.0 %	3,523	1.9 %
Short-term investments	125	0.1 %	222	0.1 %
Other investments, net of allowances	1,722	0.9 %	572	0.3 %
<b>Total investments</b>	<b>157,568</b>	<b>84.6 %</b>	<b>154,843</b>	<b>84.9 %</b>
Investments in related parties				
AFS securities, at fair value	6,905	3.7 %	6,520	3.6 %
Trading securities, at fair value	1,710	0.9 %	1,529	0.8 %
Equity securities, at fair value	114	0.1 %	72	— %
Mortgage loans, net of allowances	714	0.4 %	674	0.4 %
Investment funds	5,899	3.2 %	5,284	2.9 %
Funds withheld at interest	12,572	6.8 %	13,030	7.1 %
Other investments, net of allowances	469	0.3 %	469	0.3 %
<b>Total related party investments</b>	<b>28,383</b>	<b>15.4 %</b>	<b>27,578</b>	<b>15.1 %</b>
<b>Total investments including related party</b>	<b>\$ 185,951</b>	<b>100.0 %</b>	<b>\$ 182,421</b>	<b>100.0 %</b>

The increase in our total investments, including related party, as of March 31, 2021 of \$3.5 billion compared to December 31, 2020 was primarily driven by growth from gross organic deposits of \$8.2 billion in excess of liability outflows of \$3.5 billion, the deployment of higher cash balances in the prior year and an increase in the market valuation of several investment funds. These increases were partially offset by unrealized losses on AFS securities in the three months ended March 31, 2021 of \$3.4 billion and funds withheld at interest portfolios, both of which were attributed to an increase in US Treasury rates, partially offset by the tightening of credit spreads.

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 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 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 real estate and other real asset funds, credit funds and private equity funds. We have a strong preference for assets that have some or all of the following characteristics, among others: (1) investments that constitute a direct investment or an investment in a fund with a high degree of co-investment; (2) investments with credit- or debt-like characteristics (for example, a stipulated maturity and par value), or alternatively, investments with reduced volatility when compared to pure equity; or (3) investments that we believe have less downside risk.

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 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 primarily use fixed indexed options 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.

With respect to derivative positions, we transact with highly rated counterparties, and expect the counterparties to fulfill their obligations under the contracts. We generally use industry standard agreements and annexes with bilateral collateral provisions to further reduce counterparty credit exposure.

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#### **Related Party Investments**

We hold investments in related party assets primarily comprised of AFS securities, trading securities, investment funds and funds withheld at interest reinsurance receivables which are primarily a result of investments over which Apollo can exercise influence. As of March 31, 2021, these investments totaled \$28.4 billion, or 13.8% of our total assets. Related party AFS and trading securities primarily consist of structured securities for which Apollo is the manager of the underlying securitization vehicle and securities issued by Apollo direct origination platforms including PK AirFinance, MidCap and, until its sale in April 2021, AmeriHome. In each case, the underlying collateral, borrower or other credit party is generally unaffiliated with us. Related party investment funds include strategic investments in direct origination platforms and insurance companies, investments in Apollo managed funds and our investment in Apollo. The funds withheld at interest related party amounts are primarily comprised of the Venerable reinsurance portfolios, which are considered related party even though a significant majority of the underlying assets within the investment portfolios do not have a related party affiliation.

A summary of our related party investments reflecting the nature of the affiliation is as follows:

	March 31, 2021		December 31, 2020	
	Carrying Value	Percent of Total Assets	Carrying Value	Percent of Total Assets
(In millions, except percentages)				
Venerable funds withheld reinsurance portfolio	\$ 12,572	6.1 %	\$ 13,030	6.4 %
Securitizations of unaffiliated assets where Apollo is manager	8,747	4.3 %	8,156	4.0 %
Investments in Apollo funds	2,378	1.2 %	2,071	1.0 %
Strategic investments in Apollo direct origination platforms	1,868	0.9 %	1,664	0.8 %
Strategic investment in Apollo	1,281	0.6 %	1,324	0.7 %
Strategic investments in insurance companies	1,497	0.7 %	1,314	0.6 %
Other	40	— %	19	— %
<b>Total related party investments</b>	<b>\$ 28,383</b>	<b>13.8 %</b>	<b>\$ 27,578</b>	<b>13.5 %</b>

As of March 31, 2021, the majority of the related party investments, or 10.4% of our total assets, were related to the Venerable reinsurance portfolio and securities for which Apollo is the manager of the securitization vehicle, but the underlying collateral, borrower or other credit party is unaffiliated with us. Approximately 3.4% of total assets were comprised of strategic investments in affiliated companies or Apollo funds. The related party net invested assets, which look through to the underlying assets of the funds withheld and modeo reinsurance portfolios' investments, were \$21.4 billion, or 13.7% of our total net invested assets as of March 31, 2021. Approximately 8.4% of net invested assets were comprised of securitizations where Apollo was the manager of the securitization vehicle but the underlying collateral, borrower or other credit party is unaffiliated with us, while 5.3% was comprised of strategic investments in affiliated companies or Apollo funds.

#### **AFS Securities**

We invest in AFS securities 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 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 securities are carried at fair value, less allowances for expected credit losses, on our condensed consolidated balance sheets. Changes in fair value of our AFS securities, 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. All changes in the allowance for expected credit losses, whether due to passage of time, change in expected cash flows, or change in fair value are recorded through credit loss expense within investment related gains (losses) on the condensed consolidated statements of income (loss).

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

(In millions, except percentages)	March 31, 2021					
	Amortized Cost	Allowance for Credit Losses	Unrealized Gains	Unrealized Losses	Fair Value	Percent of Total
<b>AFS securities</b>						
US government and agencies	\$ 375	\$ —	\$ 1	\$ (25)	\$ 351	0.4 %
US state, municipal and political subdivisions	898	—	115	(7)	1,006	1.1 %
Foreign governments	373	—	18	(9)	382	0.4 %
Corporate	55,922	(8)	3,750	(816)	58,848	63.7 %
CLO	11,299	—	94	(121)	11,272	12.2 %
ABS	4,761	(11)	152	(70)	4,832	5.2 %
CMBS	2,218	(14)	66	(64)	2,206	2.4 %
RMBS	6,344	(78)	383	(22)	6,627	7.2 %
<b>Total AFS securities</b>	<b>82,190</b>	<b>(111)</b>	<b>4,579</b>	<b>(1,134)</b>	<b>85,524</b>	<b>92.6 %</b>
<b>AFS securities – related party</b>						
Corporate	213	—	8	—	221	0.2 %
CLO	1,864	—	13	(8)	1,869	2.0 %
ABS	4,777	—	78	(40)	4,815	5.2 %
<b>Total AFS securities – related party</b>	<b>6,854</b>	<b>—</b>	<b>99</b>	<b>(48)</b>	<b>6,905</b>	<b>7.4 %</b>
<b>Total AFS securities including related party</b>	<b>\$ 89,044</b>	<b>\$ (111)</b>	<b>\$ 4,678</b>	<b>\$ (1,182)</b>	<b>\$ 92,429</b>	<b>100.0 %</b>
(In millions, except percentages)	December 31, 2020					
	Amortized Cost	Allowance for Credit Losses	Unrealized Gains	Unrealized Losses	Fair Value	Percent of Total
<b>AFS securities</b>						
US government and agencies	\$ 349	\$ —	\$ 3	\$ (1)	\$ 351	0.4 %
US state, municipal and political subdivisions	864	—	169	—	1,033	1.2 %
Foreign governments	330	—	38	—	368	0.4 %
Corporate	51,934	(6)	6,368	(116)	58,180	65.1 %
CLO	9,631	(1)	145	(206)	9,569	10.7 %
ABS	4,259	(6)	140	(123)	4,270	4.8 %
CMBS	2,165	(10)	85	(71)	2,169	2.4 %
RMBS	6,568	(80)	447	(22)	6,913	7.7 %
<b>Total AFS securities</b>	<b>76,100</b>	<b>(103)</b>	<b>7,395</b>	<b>(539)</b>	<b>82,853</b>	<b>92.7 %</b>
<b>AFS securities – related party</b>						
Corporate	213	—	2	—	215	0.2 %
CLO	1,511	(1)	23	(13)	1,520	1.7 %
ABS	4,720	—	95	(30)	4,785	5.4 %
<b>Total AFS securities – related party</b>	<b>6,444</b>	<b>(1)</b>	<b>120</b>	<b>(43)</b>	<b>6,520</b>	<b>7.3 %</b>
<b>Total AFS securities including related party</b>	<b>\$ 82,544</b>	<b>\$ (104)</b>	<b>\$ 7,515</b>	<b>\$ (582)</b>	<b>\$ 89,373</b>	<b>100.0 %</b>

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

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 securities, including related parties, is as follows:

	March 31, 2021		December 31, 2020	
	Fair Value	Percent of Total	Fair Value	Percent of Total
(In millions, except percentages)				
Corporate				
Industrial other <sup>1</sup>	\$ 20,522	22.2 %	\$ 20,637	23.1 %
Financial	18,578	20.1 %	17,759	19.9 %
Utilities	13,351	14.4 %	13,471	15.1 %
Communication	3,295	3.6 %	3,155	3.5 %
Transportation	3,323	3.6 %	3,373	3.8 %
<b>Total corporate</b>	<b>59,069</b>	<b>63.9 %</b>	<b>58,395</b>	<b>65.4 %</b>
Other government-related securities				
US state, municipal and political subdivisions	1,006	1.1 %	1,033	1.2 %
Foreign governments	382	0.4 %	368	0.4 %
US government and agencies	351	0.4 %	351	0.4 %
<b>Total non-structured securities</b>	<b>60,808</b>	<b>65.8 %</b>	<b>60,147</b>	<b>67.4 %</b>
Structured securities				
CLO	13,141	14.2 %	11,089	12.4 %
ABS	9,647	10.4 %	9,055	10.1 %
CMBS	2,206	2.4 %	2,169	2.4 %
RMBS				
Agency	27	— %	29	— %
Non-agency	6,600	7.2 %	6,884	7.7 %
<b>Total structured securities</b>	<b>31,621</b>	<b>34.2 %</b>	<b>29,226</b>	<b>32.6 %</b>
<b>Total AFS securities including related party</b>	<b>\$ 92,429</b>	<b>100.0 %</b>	<b>\$ 89,373</b>	<b>100.0 %</b>

<sup>1</sup> Includes securities within various industry segments including capital goods, basic industry, consumer cyclical, consumer non-cyclical, industrial and technology.

The fair value of our AFS securities, including related parties, was \$92.4 billion and \$89.4 billion as of March 31, 2021 and December 31, 2020, respectively. The increase was mainly driven by strong growth from organic deposits in excess of liability outflows and the deployment of higher cash balances in the prior year, partially offset by unrealized losses on AFS securities in the three months ended March 31, 2021 of \$3.4 billion. The decrease in unrealized gains and losses was attributed to an increase in US Treasury rates, partially offset by a tightening of credit spreads.

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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. The SVO conducts credit analysis on these securities for the purpose of assigning an NAIC designation and/or unit price. Generally, the process for assigning an NAIC designation varies based upon whether a security is considered “filing exempt” (General Designation Process). Subject to certain exceptions, a security is typically considered “filing exempt” if it has been rated by a Nationally Recognized Statistical Rating Organization (NRSRO). For securities that are not “filing exempt,” insurance companies assign temporary designations based upon a subjective evaluation of credit quality. The insurance company generally must then submit the securities to the SVO within 120 days of acquisition to receive an NAIC designation. For securities considered “filing exempt,” the SVO utilizes the NRSRO rating and assigns an NAIC designation based upon the following system:

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

<sup>1</sup> As of December 31, 2020, the NAIC had introduced 20 NAIC designation modifiers that will be applied to each NAIC designation to determine a security’s NAIC designation category (i.e., NAIC 1.A through 1.G, NAIC 2.A through 2.C, NAIC 3.A through 3.C, NAIC 4.A through 4.C, NAIC 5.A through 5.C and NAIC 6). The NAIC intends to eventually assign unique risk-based capital charges to each NAIC designation category; however, as of March 31, 2021, risk-based capital charges remained unchanged regardless of NAIC designation category assigned (i.e., all securities assigned to an NAIC 1 designation category will receive the same risk-based capital charge as of March 31, 2021).

An important exception to the General Designation Process occurs in the case of certain loan-backed and structured securities (LBaSS). The NRSRO ratings methodology is focused on the likelihood of recovery of all contractual payments, including principal at par, regardless of an investor’s carrying value. In effect, the NRSRO rating assumes that the holder is the original purchaser at par. In contrast, the SVO’s LBaSS methodology is focused on determining the risk associated with the recovery of the amortized cost of each security. Because the NAIC’s methodology explicitly considers amortized cost and the likelihood of recovery of such amount, we view the NAIC’s methodology as the most appropriate means of evaluating the credit quality of our fixed maturity portfolio since a large portion of our holdings were purchased and are carried at significant discounts to par.

The SVO has developed a designation process and provides instruction on modeled LBaSS. For modeled LBaSS, the process is specific to the non-agency 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, Inc. (Blackrock) to model non-agency RMBS and CMBS owned by US insurers for all years presented herein. Blackrock provides five prices (breakpoints), based on each US insurer’s statutory book value price, to utilize in determining the NAIC designation for each modeled LBaSS.

The NAIC designation determines the associated level of risk-based capital that an insurer is required to hold for all securities owned by the insurer. In general, under the modeled LBaSS process, the larger the discount to par value at the time of determination, the higher the NAIC designation the LBaSS will have.

A summary of our AFS securities, including related parties, by NAIC designation is as follows:

<i>(In millions, except percentages)</i>	March 31, 2021			December 31, 2020		
	Amortized Cost	Fair Value	Percent of Total	Amortized Cost	Fair Value	Percent of Total
<b>NAIC designation</b>						
1	\$ 40,955	\$ 42,552	46.0 %	\$ 38,171	\$ 41,532	46.5 %
2	41,753	43,557	47.1 %	38,231	41,704	46.7 %
Total investment grade	82,708	86,109	93.1 %	76,402	83,236	93.2 %
3	4,971	5,025	5.4 %	4,777	4,853	5.4 %
4	1,111	1,069	1.2 %	1,191	1,145	1.3 %
5	183	154	0.2 %	149	114	0.1 %
6	71	72	0.1 %	25	25	— %
Total below investment grade	6,336	6,320	6.9 %	6,142	6,137	6.8 %
<b>Total AFS securities including related party</b>	<b>\$ 89,044</b>	<b>\$ 92,429</b>	<b>100.0 %</b>	<b>\$ 82,544</b>	<b>\$ 89,373</b>	<b>100.0 %</b>

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A significant majority of our AFS portfolio, 93.1% and 93.2% as of March 31, 2021 and December 31, 2020, respectively, was invested in assets considered investment grade with a NAIC designation of 1 or 2.

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

(In millions, except percentages)	March 31, 2021		December 31, 2020	
	Fair Value	Percent of Total	Fair Value	Percent of Total
<b>NRSRO rating agency designation</b>				
AAA/AA/A	\$ 34,931	37.8 %	\$ 33,553	37.5 %
BBB	37,032	40.1 %	34,404	38.5 %
Non-rated <sup>1</sup>	11,695	12.7 %	12,732	14.3 %
<b>Total investment grade</b>	<b>83,658</b>	<b>90.6 %</b>	<b>80,689</b>	<b>90.3 %</b>
BB	4,273	4.6 %	4,020	4.5 %
B	1,061	1.1 %	1,030	1.2 %
CCC	1,564	1.7 %	1,557	1.7 %
CC and lower	847	0.9 %	973	1.1 %
Non-rated <sup>1</sup>	1,026	1.1 %	1,104	1.2 %
<b>Total below investment grade</b>	<b>8,771</b>	<b>9.4 %</b>	<b>8,684</b>	<b>9.7 %</b>
<b>Total AFS securities including related party</b>	<b>\$ 92,429</b>	<b>100.0 %</b>	<b>\$ 89,373</b>	<b>100.0 %</b>

<sup>1</sup> Securities denoted as non-rated by the NRSRO were classified as investment or non-investment grade according to the security's respective NAIC designation. With respect to modeled LBaSS, the NAIC designation methodology differs in significant respects from the NRSRO rating methodology.

Consistent with the NAIC Process and Procedures Manual, an NRSRO rating was assigned based on the following criteria: (a) the equivalent S&P rating when 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 when 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, DBRS, and Kroll Bond Rating Agency, Inc.

The portion of our AFS portfolio that was considered below investment grade based on NRSRO ratings was 9.4% and 9.7% as of March 31, 2021 and December 31, 2020, 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 is the difference in methodologies between the NRSRO and NAIC for RMBS due to investments acquired and/or carried at a discount to par value, as discussed above.

As of March 31, 2021 and December 31, 2020, non-rated securities were comprised of 58% and 54%, respectively, of corporate private placement securities for which we have not sought individual ratings from the NRSRO, and 19% and 18%, respectively, of RMBS, many of which were acquired at a significant discount to par. We rely on internal analysis and designations assigned by the NAIC to evaluate the credit risk of our portfolio. As of each of March 31, 2021 and December 31, 2020, 92% 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, automobile loans, student loans, insurance-linked securities, operating cash flows of corporations and cash flows from various types of business equipment. Our ABS holdings were \$9.6 billion and \$9.1 billion as of March 31, 2021 and December 31, 2020, respectively. The increase in our ABS portfolio was primarily driven by the deployment of strong inflows. As of March 31, 2021 and December 31, 2020, our ABS portfolio included \$8.4 billion (87% of the total) and \$8.1 billion (89% of the total), respectively, of securities that are considered investment grade based on NAIC designations, while \$8.3 billion (86% of the total) and \$8.0 billion (88% of the total), respectively, of securities were considered investment grade based on NRSRO ratings.

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

**Collateralized Loan Obligations** – We also invest in CLOs which pay principal and interest from cash flows received from underlying corporate loans. These holdings were \$13.1 billion and \$11.1 billion as of March 31, 2021 and December 31, 2020, respectively.

A summary of our AFS CLO portfolio, including related parties, by NAIC designations and NRSRO quality ratings is as follows:

	March 31, 2021		December 31, 2020	
	Fair Value	Percent of Total	Fair Value	Percent of Total
(In millions, except percentages)				
<b>NAIC designation</b>				
1	\$ 8,391	63.9 %	\$ 6,786	61.2 %
2	4,380	33.3 %	3,934	35.5 %
Total investment grade	12,771	97.2 %	10,720	96.7 %
3	358	2.7 %	356	3.2 %
4	8	0.1 %	9	0.1 %
5	4	— %	4	— %
6	—	— %	—	— %
Total below investment grade	370	2.8 %	369	3.3 %
<b>Total AFS CLO including related party</b>	<b>\$ 13,141</b>	<b>100.0 %</b>	<b>\$ 11,089</b>	<b>100.0 %</b>
<b>NRSRO rating agency designation</b>				
AAA/AA/A	\$ 8,387	63.8 %	\$ 6,781	61.2 %
BBB	4,364	33.2 %	3,930	35.4 %
Non-rated	17	0.1 %	9	0.1 %
Total investment grade	12,768	97.1 %	10,720	96.7 %
BB	362	2.8 %	356	3.2 %
B	7	0.1 %	9	0.1 %
CCC	4	— %	4	— %
CC and lower	—	— %	—	— %
Non-rated	—	— %	—	— %
Total below investment grade	373	2.9 %	369	3.3 %
<b>Total AFS CLO including related party</b>	<b>\$ 13,141</b>	<b>100.0 %</b>	<b>\$ 11,089</b>	<b>100.0 %</b>

As of March 31, 2021 and December 31, 2020, a substantial majority of our AFS CLO portfolio, 97.2% and 96.7%, respectively, was invested in assets considered to be investment grade based upon application of the NAIC's methodology and based on NRSRO ratings. The increase in our CLO portfolio was mainly driven by the deployment of strong inflows in the current quarter.

**Commercial Mortgage-backed Securities** – A portion of our AFS portfolio is invested in CMBS. CMBS are constructed from pools of commercial mortgages. These holdings were \$2.2 billion as of each of March 31, 2021 and December 31, 2020. As of March 31, 2021 and December 31, 2020, our CMBS portfolio included \$1.6 billion (71% of the total) and \$1.6 billion (72% of the total), respectively, of securities that are considered investment grade based on NAIC designations, while \$1.6 billion (74% of the total) and \$1.6 billion (75% of the total), respectively, of securities were considered investment grade based on NRSRO ratings.

**Residential Mortgage-backed Securities** – A portion of our AFS portfolio is invested in RMBS, which are securities constructed from pools of residential mortgages. These holdings were \$6.6 billion and \$6.9 billion as of March 31, 2021 and December 31, 2020, respectively.

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A summary of our AFS RMBS portfolio by NAIC designations and NRSRO quality ratings is as follows:

(In millions, except percentages)	March 31, 2021		December 31, 2020	
	Fair Value	Percent of Total	Fair Value	Percent of Total
<b>NAIC designation</b>				
1	\$ 5,870	88.6 %	\$ 6,196	89.6 %
2	275	4.1 %	232	3.4 %
Total investment grade	<u>6,145</u>	<u>92.7 %</u>	<u>6,428</u>	<u>93.0 %</u>
3	283	4.3 %	323	4.7 %
4	109	1.6 %	120	1.7 %
5	40	0.6 %	37	0.5 %
6	50	0.8 %	5	0.1 %
Total below investment grade	<u>482</u>	<u>7.3 %</u>	<u>485</u>	<u>7.0 %</u>
<b>Total AFS RMBS</b>	<b>\$ 6,627</b>	<b>100.0 %</b>	<b>\$ 6,913</b>	<b>100.0 %</b>
<b>NRSRO rating agency designation</b>				
AAA/AA/A	\$ 827	12.5 %	\$ 872	12.6 %
BBB	609	9.2 %	635	9.2 %
Non-rated <sup>1</sup>	2,125	32.0 %	2,187	31.6 %
Total investment grade	<u>3,561</u>	<u>53.7 %</u>	<u>3,694</u>	<u>53.4 %</u>
BB	215	3.2 %	233	3.4 %
B	243	3.7 %	261	3.8 %
CCC	1,484	22.4 %	1,509	21.8 %
CC and lower	847	12.8 %	971	14.1 %
Non-rated <sup>1</sup>	277	4.2 %	245	3.5 %
Total below investment grade	<u>3,066</u>	<u>46.3 %</u>	<u>3,219</u>	<u>46.6 %</u>
<b>Total AFS RMBS</b>	<b>\$ 6,627</b>	<b>100.0 %</b>	<b>\$ 6,913</b>	<b>100.0 %</b>

<sup>1</sup> Securities denoted as non-rated by the NRSRO were classified as investment or non-investment grade according to the security's respective NAIC designations. The NAIC designation methodology differs in significant respects from the NRSRO rating methodology.

A significant majority of our RMBS portfolio, 92.7% and 93.0% as of March 31, 2021 and December 31, 2020, respectively, was invested in assets considered to be investment grade based upon an application of the NAIC designations. The NAIC's methodology with respect to RMBS gives explicit effect to the amortized cost at which an insurance company carries each such investment. Because we invested in RMBS after the stresses related to US housing had caused significant downward pressure on prices of RMBS, we carry most of our investments in RMBS at significant discounts to par value, which results in an investment grade NAIC designation. In contrast, our understanding is that in setting ratings, NRSROs focus on the likelihood of recovering all contractual payments including principal at par value. As a result of a fundamental difference in approach, as of March 31, 2021 and December 31, 2020, NRSRO characterized 53.7% and 53.4%, respectively, of our RMBS portfolio as investment grade.

### **Unrealized Losses**

Our investments in AFS securities, including related parties, are reported at fair value with changes in fair value recorded in other comprehensive income. Certain of our AFS securities, including related parties, have experienced declines in fair value that we consider temporary in nature. 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. As of March 31, 2021, our AFS securities, including related party, had a fair value of \$92.4 billion, which was 3.8% above amortized cost of \$89.0 billion. As of December 31, 2020, our AFS securities, including related party, had a fair value of \$89.4 billion, which was 8.3% above amortized cost of \$82.5 billion.

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The following tables reflect the unrealized losses on the AFS portfolio, including related parties, for which an allowance for credit losses has not been recorded, by NAIC designations:

(In millions, except percentages)	Amortized Cost of AFS Securities with Unrealized Loss	Gross Unrealized Losses	Fair Value of AFS Securities with Unrealized Loss	Fair Value to Amortized Cost Ratio	Fair Value of Total AFS Securities	Gross Unrealized Losses to Total AFS Fair Value
March 31, 2021						
<b>NAIC designation</b>						
1	\$ 12,653	\$ (425)	\$ 12,228	96.6 %	\$ 42,552	(1.0)%
2	13,854	(520)	13,334	96.2 %	43,557	(1.2)%
Total investment grade	<u>26,507</u>	<u>(945)</u>	<u>25,562</u>	<u>96.4 %</u>	<u>86,109</u>	<u>(1.1)%</u>
3	2,105	(87)	2,018	95.9 %	5,025	(1.7)%
4	572	(57)	515	90.0 %	1,069	(5.3)%
5	92	(13)	79	85.9 %	154	(8.4)%
6	50	(1)	49	98.0 %	72	(1.4)%
Total below investment grade	<u>2,819</u>	<u>(158)</u>	<u>2,661</u>	<u>94.4 %</u>	<u>6,320</u>	<u>(2.5)%</u>
<b>Total</b>	<b>\$ 29,326</b>	<b>\$ (1,103)</b>	<b>\$ 28,223</b>	<b>96.2 %</b>	<b>\$ 92,429</b>	<b>(1.2)%</b>

(In millions, except percentages)	Amortized Cost of AFS Securities with Unrealized Loss	Gross Unrealized Losses	Fair Value of AFS Securities with Unrealized Loss	Fair Value to Amortized Cost Ratio	Fair Value of Total AFS Securities	Gross Unrealized Losses to Total AFS Fair Value
December 31, 2020						
<b>NAIC designation</b>						
1	\$ 5,010	\$ (129)	\$ 4,881	97.4 %	\$ 41,532	(0.3)%
2	4,732	(168)	4,564	96.4 %	41,704	(0.4)%
Total investment grade	<u>9,742</u>	<u>(297)</u>	<u>9,445</u>	<u>97.0 %</u>	<u>83,236</u>	<u>(0.4)%</u>
3	1,646	(119)	1,527	92.8 %	4,853	(2.5)%
4	563	(61)	502	89.2 %	1,145	(5.3)%
5	54	(11)	43	79.6 %	114	(9.6)%
6	1	—	1	100.0 %	25	— %
Total below investment grade	<u>2,264</u>	<u>(191)</u>	<u>2,073</u>	<u>91.6 %</u>	<u>6,137</u>	<u>(3.1)%</u>
<b>Total</b>	<b>\$ 12,006</b>	<b>\$ (488)</b>	<b>\$ 11,518</b>	<b>95.9 %</b>	<b>\$ 89,373</b>	<b>(0.5)%</b>

The gross unrealized losses on AFS securities, including related parties, were \$1.1 billion and \$488 million as of March 31, 2021 and December 31, 2020, respectively. The increase in unrealized losses was driven by the increase in US Treasury rates, partially offset by credit spreads tightening during the three months ended March 31, 2021.

As of March 31, 2021 and December 31, 2020, we held \$6.3 billion and \$6.9 billion, respectively, in energy sector fixed maturity securities, or 7% and 8%, respectively, of the total fixed maturity securities, including related parties. The gross unrealized capital losses on these securities were \$73 million and \$28 million, or 7% and 6% of the total unrealized losses, respectively.

#### Provision for Credit Losses

For our credit loss accounting policies and the assumptions used in the allowances, 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*.

As of March 31, 2021 and December 31, 2020, we held an allowance for credit losses on AFS securities of \$111 million and \$104 million, respectively. During the three months ended March 31, 2021, we recorded a change in provision for credit losses on AFS securities of \$7 million, of which \$9 million had an income statement impact and \$(2) million related to PCD securities. During the three months ended March 31, 2020, we recorded a change in provision of \$61 million, of which all \$61 million had an income statement impact, primarily driven by an increase in RMBS and corporate allowances. The intent-to-sell impairments for the three months ended March 31, 2021 and the three months ended March 31, 2020 were \$0 million and \$13 million, respectively. The decrease was primarily related to improved economic conditions.

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#### International Exposure

A portion of our AFS securities are invested in securities with international exposure. As of March 31, 2021 and December 31, 2020, 35% and 34% of the carrying value of our AFS 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 US 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 AFS portfolio, including related parties, by country or region:

(In millions, except percentages)	March 31, 2021			December 31, 2020		
	Amortized Cost	Fair Value	Percent of Total	Amortized Cost	Fair Value	Percent of Total
Country of risk						
Ireland	\$ 2,907	\$ 2,972	9.2 %	\$ 2,407	\$ 2,597	8.6 %
Italy	6	8	— %	6	8	— %
Spain	51	57	0.2 %	51	59	0.2 %
Total Ireland, Italy, Greece, Spain and Portugal <sup>1</sup>	2,964	3,037	9.4 %	2,464	2,664	8.8 %
Other Europe	8,211	8,684	27.1 %	7,991	8,925	29.6 %
Total Europe	11,175	11,721	36.5 %	10,455	11,589	38.4 %
Non-US North America	14,863	15,006	46.8 %	13,188	13,335	44.3 %
Australia & New Zealand	2,084	2,205	6.9 %	1,925	2,143	7.1 %
Central & South America	692	707	2.2 %	620	666	2.2 %
Africa & Middle East	1,630	1,641	5.1 %	1,599	1,680	5.6 %
Asia/Pacific	804	810	2.5 %	661	712	2.4 %
Supranational	1	1	— %	1	1	— %
Total	\$ 31,249	\$ 32,091	100.0 %	\$ 28,449	\$ 30,126	100.0 %

<sup>1</sup> As of each of the respective periods, we had no holdings in Greece or Portugal.

Approximately 95.4% and 94.8% of these securities are investment grade by NAIC designation as of March 31, 2021 and December 31, 2020. As of March 31, 2021, 11% of our AFS securities, including related parties, were invested in CLOs of Cayman Islands issuers (included in Non-US North America) for which underlying investments are largely loans to US issuers and 24% were invested in securities of other non-US 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 \$3.0 billion and \$2.7 billion of exposure in these countries as of March 31, 2021 and December 31, 2020, respectively. A significant majority of these assets relate to Ireland and are primarily made up of Euro denominated CLOs, for which the SPV is domiciled in Ireland, but the underlying leveraged loans involve borrowers from the broader European region.

As of March 31, 2021, we held United Kingdom and Channel Islands AFS securities of \$3.6 billion, or 3.9% of our AFS securities, including related parties. As of March 31, 2021, these securities were in a net unrealized gain position of \$170 million. Our investment managers analyze each holding for credit risk by economic and other factors of each country and industry.

#### Trading Securities

Trading securities, including related parties, were \$3.7 billion and \$3.6 billion as of March 31, 2021 and December 31, 2020. Trading securities are primarily comprised of AmerUs Closed Block securities for which we have elected the fair value option valuation, CLO and ABS equity tranche securities, MidCap profit participating notes, structured securities with embedded derivatives and investments which support various reinsurance arrangements.

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#### **Mortgage Loans**

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

(In millions, except percentages)	March 31, 2021		December 31, 2020	
	Net Carrying Value	Percent of Total	Net Carrying Value	Percent of Total
Property type				
Office building	\$ 3,817	21.9 %	\$ 3,589	22.5 %
Retail	2,100	12.1 %	2,083	13.1 %
Apartment	2,770	15.9 %	2,441	15.3 %
Hotels	1,334	7.7 %	1,294	8.1 %
Industrial	1,801	10.4 %	1,362	8.5 %
Other commercial <sup>1</sup>	674	3.9 %	679	4.3 %
Total net commercial mortgage loans	12,496	71.9 %	11,448	71.8 %
Residential loans	4,889	28.1 %	4,490	28.2 %
<b>Total mortgage loans, net of allowances</b>	<b>\$ 17,385</b>	<b>100.0 %</b>	<b>\$ 15,938</b>	<b>100.0 %</b>

<sup>1</sup> 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 \$17.4 billion and \$15.9 billion as of March 31, 2021 and December 31, 2020, respectively. This included \$1.9 billion of mezzanine mortgage loans as of March 31, 2021 and December 31, 2020, respectively. 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 CMLs on income producing properties including hotels, apartments, retail and office buildings, and other commercial and industrial properties. Our RML portfolio primarily consists of first lien RMLs collateralized by properties located in the US. 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 credit loss 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, 2021 and December 31, 2020, we had \$227 million and \$128 million, respectively, of mortgage loans that were 90 days past due, of which \$43 million and \$38 million, respectively, were in the process of foreclosure. We will continue to evaluate these policies with regard to the economic downturn brought about by the spread of COVID-19. Our ability to initiate foreclosure proceedings may be limited by legislation passed and executive orders issued in response to the spread of COVID-19.

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

As of March 31, 2021, we had a valuation allowance of \$250 million comprised of \$172 million of CML and \$78 million of RML allowances. As of December 31, 2020, we had a valuation allowance of \$246 million comprised of \$167 million of CML and \$79 million of RML allowances. During the three months ended March 31, 2021, we recorded a change in provision for credit losses on CMLs of \$5 million and RMLs of \$(7) million. During the three months ended March 31, 2020, we recorded a change in provision for credit losses on CMLs of \$166 million and RMLs of \$37 million. The decrease in provision for credit losses was primarily a result of the continued recovery from the economic downturn experienced in the prior year quarter.

#### **Investment Funds**

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 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.

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

The following table illustrates our investment funds, including related party:

(In millions, except percentages)	March 31, 2021		December 31, 2020	
	Carrying Value	Percent of Total	Carrying Value	Percent of Total
Investment funds				
Real estate	\$ 462	6.7 %	\$ 348	5.7 %
Credit funds	122	1.8 %	107	1.8 %
Private equity	300	4.4 %	267	4.4 %
Real assets	82	1.2 %	81	1.3 %
Total investment funds	966	14.1 %	803	13.2 %
Investment funds – related parties				
Differentiated investments				
AmeriHome	583	8.5 %	444	7.3 %
Catalina	344	5.0 %	334	5.5 %
Athora	689	10.0 %	709	11.6 %
Venerable	316	4.6 %	123	2.0 %
Other	308	4.5 %	279	4.6 %
Total differentiated investments	2,240	32.6 %	1,889	31.0 %
Real estate	942	13.7 %	828	13.5 %
Credit funds	398	5.8 %	375	6.2 %
Private equity	689	10.0 %	473	7.8 %
Real assets	139	2.0 %	172	2.8 %
Natural resources	110	1.6 %	113	1.9 %
Public equities	100	1.5 %	110	1.8 %
Investment in Apollo	1,281	18.7 %	1,324	21.8 %
Total investment funds – related parties	5,899	85.9 %	5,284	86.8 %
<b>Total investment funds including related parties</b>	<b>\$ 6,865</b>	<b>100.0 %</b>	<b>\$ 6,087</b>	<b>100.0 %</b>

Overall, the total investment funds, including related party, were \$6.9 billion and \$6.1 billion, respectively, as of March 31, 2021 and December 31, 2020. See *Note 2 – Investments* 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 rate risk 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. These risks expose us to potential volatility in our earnings period-over-period. We actively monitor our exposure to these risks. The increase in investment funds, including related party, was primarily driven by an increase in the valuations of Venerable and AmeriHome.

#### **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. We hold funds withheld at interest receivables, including those held with VIAC, Lincoln and Jackson. As of March 31, 2021, the majority of the ceding companies holding the assets pursuant to such reinsurance agreements had a financial strength rating of A or better (based on an A.M. Best scale).

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 (loss). The embedded derivative in our reinsurance agreements is similar to a total return swap on the income generated by the underlying assets held by the ceding companies. The change in the embedded derivative is recorded in investment related gains (losses). Although we do not legally own the underlying investments in the funds withheld at interest, in each instance the ceding company has hired Apollo 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, including related parties:

(In millions, except percentages)	March 31, 2021		December 31, 2020	
	Carrying Value	Percent of Total	Carrying Value	Percent of Total
Fixed maturity securities				
US state, municipal and political subdivisions	\$ 462	0.8 %	\$ 513	0.8 %
Foreign governments	279	0.5 %	301	0.5 %
Corporate	30,372	51.8 %	34,057	55.2 %
CLO	5,912	10.1 %	5,912	9.6 %
ABS	5,887	10.1 %	5,212	8.5 %
CMBS	2,317	4.0 %	2,374	3.8 %
RMBS	2,077	3.5 %	2,270	3.7 %
Equity securities	142	0.2 %	119	0.2 %
Mortgage loans	9,068	15.5 %	8,201	13.3 %
Investment funds	1,522	2.6 %	1,155	1.9 %
Derivative assets	222	0.4 %	200	0.3 %
Short-term investments	226	0.4 %	608	1.0 %
Other investments	15	— %	15	— %
Cash and cash equivalents	594	1.0 %	906	1.5 %
Other assets and liabilities	(499)	(0.9)%	(201)	(0.3)%
<b>Total funds withheld at interest including related party</b>	<b>\$ 58,596</b>	<b>100.0 %</b>	<b>\$ 61,642</b>	<b>100.0 %</b>

As of March 31, 2021 and December 31, 2020, we held \$58.6 billion and \$61.6 billion, respectively, of funds withheld at interest receivables, including related party. Approximately 93.6% and 94.1% of the fixed maturity securities within the funds withheld at interest are investment grade by NAIC designation as of March 31, 2021 and December 31, 2020, respectively. The decrease in funds withheld at interest, including related party, was primarily driven by unrealized losses in the three months ended March 31, 2021 attributed to an increase in US Treasury rates, partially offset by the tightening of credit spreads.

**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 equity options.

A discussion regarding our derivative instruments and how such instruments are used to manage risk is included in *Note 3 – Derivative Instruments* to the condensed consolidated financial statements.

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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**Net Invested Assets**

The following summarizes our net invested assets:

(In millions, except percentages)	March 31, 2021		December 31, 2020	
	Net Invested Asset Value <sup>1</sup>	Percent of Total	Net Invested Asset Value <sup>1</sup>	Percent of Total
Corporate	\$ 74,549	47.9 %	\$ 71,040	47.3 %
CLO	15,835	10.2 %	14,609	9.7 %
Credit	90,384	58.1 %	85,649	57.0 %
RMBS	7,968	5.1 %	8,337	5.6 %
CML	18,113	11.6 %	16,778	11.2 %
RML	5,229	3.4 %	4,774	3.2 %
CMBS	3,271	2.1 %	3,227	2.1 %
Real estate	34,581	22.2 %	33,116	22.1 %
ABS	14,061	9.0 %	13,137	8.7 %
Alternative investments	8,004	5.1 %	6,793	4.5 %
State, municipal, political subdivisions and foreign government	2,153	1.5 %	2,136	1.4 %
Equity securities	494	0.3 %	478	0.3 %
Short-term investments	227	0.1 %	479	0.3 %
US government and agencies	242	0.2 %	206	0.2 %
Other investments	25,181	16.2 %	23,229	15.4 %
Cash and equivalents	2,844	1.8 %	5,417	3.6 %
Policy loans and other	1,432	0.9 %	1,455	1.0 %
Net invested assets excluding investment in Apollo	154,422	99.2 %	148,866	99.1 %
Investment in Apollo	1,281	0.8 %	1,324	0.9 %
<b>Net invested assets</b>	<b>\$ 155,703</b>	<b>100.0 %</b>	<b>\$ 150,190</b>	<b>100.0 %</b>

<sup>1</sup> See *Key Operating and Non-GAAP Measures* for the definition of net invested assets.

Our net invested assets were \$155.7 billion and \$150.2 billion as of March 31, 2021 and December 31, 2020, respectively. As of March 31, 2021, our net invested assets were mainly comprised of 47.9% of corporate securities, 26.4% of structured securities, 15.0% of mortgage loans and 5.1% of alternative investments. Corporate securities included \$18.9 billion of private placements, which represented 12.1% of our net invested assets. The increase in net invested assets as of March 31, 2021 from December 31, 2020 was primarily driven by growth from net organic inflows over liability outflows and reinvestment of earnings.

In managing our business we utilize net invested assets as presented in the above table. Net invested assets do not correspond to total investments, including related parties, on our condensed consolidated balance sheets, as discussed previously in *Key Operating and Non-GAAP Measures*. Net invested assets represent the investments that directly back our net reserve 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 modeco transactions to include or exclude the underlying investments based upon the contractual transfer of economic exposure to such underlying investments. We also adjust for VIEs to show the net investment in the funds, which are included in the alternative investments line above as well as adjust for the allowance for credit losses. Net invested assets includes our proportionate share of ACRA investments, based on our economic ownership, but excludes the proportionate share of investments associated with the noncontrolling interest.

Net invested assets is utilized by management to evaluate our investment portfolio. Net invested assets, excluding our strategic investment in Apollo, is used in the computation of net investment earned rate, which allows us to analyze the profitability of our investment portfolio. Net 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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#### **Net Alternative Investments**

The following summarizes our alternative investments:

(In millions, except percentages)	March 31, 2021		December 31, 2020	
	Net Invested Asset Value	Percent of Total	Net Invested Asset Value	Percent of Total
<b>Retirement Services</b>				
Differentiated investments				
AmeriHome	\$ 720	9.0 %	\$ 546	8.0 %
MidCap	650	8.1 %	611	9.0 %
Catalina	344	4.3 %	334	4.9 %
Venerable	316	3.9 %	123	1.8 %
Other	373	4.6 %	339	5.0 %
Total differentiated investments	2,403	29.9 %	1,953	28.7 %
Real estate	1,687	21.1 %	1,537	22.6 %
Credit	1,055	13.2 %	941	13.9 %
Private equity	1,311	16.4 %	831	12.2 %
Real assets	307	3.8 %	296	4.4 %
Natural resources	67	0.8 %	60	0.9 %
Total Retirement Services alternative investments	6,830	85.2 %	5,618	82.7 %
<b>Corporate and Other</b>				
Athora	669	8.4 %	661	9.7 %
Credit	110	1.4 %	93	1.4 %
Natural resources	222	2.8 %	238	3.5 %
Equities <sup>1</sup>	173	2.2 %	183	2.7 %
Total Corporate and Other alternative investments	1,174	14.8 %	1,175	17.3 %
<b>Net alternative investments</b>	<b>\$ 8,004</b>	<b>100.0 %</b>	<b>\$ 6,793</b>	<b>100.0 %</b>

<sup>1</sup> As of March 31, 2021 and December 31, 2020, equities includes our private equity investment in Jackson and a public equity position in OneMain Holdings, Inc. (ticker: OMF).

Net alternative investments were \$8.0 billion and \$6.8 billion as of March 31, 2021 and December 31, 2020, respectively, representing 5.1% and 4.5% of our net invested assets portfolio as of March 31, 2021 and December 31, 2020, respectively. The increase in net alternative investments was primarily driven by an increase in the valuations of Venerable, AmeriHome and MidCap and an increase in CLO equities due to the tightening of credit spreads.

Net alternative investments do not correspond to the total investment funds, including related parties, on our condensed consolidated balance sheets. As discussed above in the net invested assets section, we adjust the GAAP presentation for funds withheld, modco and VIEs. The investment in Apollo is excluded from our alternative investments, while we include CLO and ABS equity tranche securities in alternative investments due to their underlying characteristics and equity-like features.

Through our relationship with Apollo, we have indirectly invested in companies that meet the key characteristics we look for in net alternative investments. Of our three largest alternative investments, two are in asset originators, MidCap and AmeriHome, both of which, from time to time, provide us with access to assets for our investment portfolio, with the third being a strategic investment in Athora.

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#### *MidCap*

MidCap is a commercial finance company that provides various financial products to middle-market businesses in multiple industries, primarily located in the US. MidCap primarily originates and invests in commercial and industrial loans, including senior secured corporate loans, working capital loans collateralized mainly by accounts receivable and inventory, senior secured loans collateralized by portfolios of commercial and consumer loans and related products and secured loans to highly capitalized pharmaceutical and medical device companies, and commercial real estate loans, including multifamily independent-living properties, assisted living, skilled nursing and medical office properties, warehouse, office building, hotel and other commercial use properties and multifamily properties. MidCap originates and acquires loans using borrowings under financing arrangements that it has in place with numerous financial institutions. MidCap's earnings are primarily driven by the difference between the interest earned on its loan portfolio and the interest accrued under its outstanding borrowings. As a result, MidCap is primarily exposed to the credit risk of its loan counterparties and prepayment risk. Additionally, financial results are influenced by related levels of middle-market business investment and interest rates.

Our alternative investment in MidCap had a carrying value of \$650 million and \$611 million as of March 31, 2021 and December 31, 2020, respectively. As of March 31, 2021 and December 31, 2020, this alternative investment is comprised of our investment in MidCap, of \$573 million and \$534 million, respectively, and redeemable preferred stock of \$77 million and \$77 million, respectively. MidCap returned a net investment earned rate of 37.48% and (16.06)% for the three months ended March 31, 2021 and 2020, respectively. Alternative investment income (loss) from MidCap was \$52 million and \$(21) million for the three months ended March 31, 2021 and 2020, respectively. The increase in alternative investment income for the three months ended March 31, 2021 compared to 2020 was primarily due to a valuation increase in the current quarter driven by an increase in valuation associated with a capital raise priced at a slight premium and the decrease in valuation in the prior year reflecting an increase in loan loss assumptions and lower origination volumes due to the economic environment. The redeemable preferred stock returned a net investment earned rate of 26.83% and 0.00% for the three months ended March 31, 2021 and 2020, respectively. Alternative investment income from the redeemable preferred stock was \$5 million and \$0 million for the three months ended March 31, 2021 and 2020, respectively. The increase in alternative investment income for the three months ended March 31, 2021 compared to 2020 was primarily driven by an initial investment in the redeemable preferred stock in the second quarter of 2020 and favorable profit interests.

#### *AmeriHome*

Our equity investment in AmeriHome was held indirectly through A-A Mortgage, of which AmeriHome was the fund's only investment. AmeriHome is a mortgage origination platform and an aggregator of mortgage servicing rights. AmeriHome acquires mortgage loans from retail originators and re-sells the loans to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association and other investors. AmeriHome retains the mortgage servicing rights on the loans that it sells and employs a subservicer to perform servicing operations, including payment collection. AmeriHome's earnings are primarily driven by two sources: gains or losses on the sale of mortgage loans and the difference between the fee that it charges for mortgage servicing and the fee charged by the subservicer. As a result, AmeriHome's financial results are influenced by interest rates and related housing demand. AmeriHome is primarily exposed to credit risk related to the accuracy of the representations and warranties in the loans that AmeriHome acquires and prepayment risk, which prematurely terminates fees related to mortgage servicing.

On February 16, 2021, Apollo, Athene and AmeriHome announced the sale of AmeriHome to a subsidiary of Western Alliance Bancorporation and the transaction closed on April 7, 2021. Our alternative investment in A-A Mortgage had a carrying value of \$720 million and \$546 million as of March 31, 2021 and December 31, 2020, respectively. Our investment in A-A Mortgage represents our proportionate share of its net asset value, which largely reflects any contributions to and distributions from A-A Mortgage and the fair value of AmeriHome. A-A Mortgage returned a net investment earned rate of 109.67% and 16.93% for the three months ended March 31, 2021 and 2020, respectively. Alternative investment income from A-A Mortgage was \$174 million and \$26 million for the three months ended March 31, 2021 and 2020, respectively. The increase in alternative investment income for the three months ended March 31, 2021 compared to 2020 was primarily due to an increase in valuation resulting from the April sale reflecting a premium of the platform sale, net of carry and transaction expenses.

#### *Athora*

Athora is a specialized insurance and reinsurance group fully focused on the European market. Athora's principal operational subsidiaries are Athora Netherlands N.V. in the Netherlands, Athora Belgium SA in Belgium, Athora Lebensversicherung AG in Germany, Athora Ireland plc in Ireland, and Athora Life Re Ltd in Bermuda. Athora deploys capital and resources to further its mission to build a stand-alone independent and integrated insurance and reinsurance business. Athora's growth is achieved primarily through acquisitions, portfolio transfers and reinsurance. Athora is building a European insurance brand and has successfully acquired, integrated, and transformed four insurance companies: Delta Lloyd Deutschland AG (2015), Aegon Ireland plc (2018), Generali Belgium SA (2019) and VIVAT NV (2020).

Our alternative investment in Athora had a carrying value of \$669 million and \$661 million as of March 31, 2021 and December 31, 2020, respectively. Our investment in Athora represents our proportionate share of its net asset value, which largely reflects any contributions to and distributions from Athora and changes in its fair value. Athora returned a net investment earned rate of 4.36% and 0.00% for the three months ended March 31, 2021 and 2020, respectively. Alternative investment income from Athora was \$8 million and \$0 million for the three months ended March 31, 2021 and 2020, respectively. The increase in alternative investment income for the three months ended March 31, 2021 compared to 2020 was primarily due to a slight share price increase in the current quarter.

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*Public Equity*

We indirectly hold a public equity position in OneMain through our equity investment in an alternative investment. Although the net invested asset value of the security is minor, it has resulted in volatility in our statements of income in recent periods. As of March 31, 2021 and December 31, 2020, we indirectly held approximately 2.4 million and 2.8 million shares of OneMain with a market value of \$100 million and \$110 million, respectively. Alternative investment income (loss) from OneMain was \$24 million and \$(57) million for the three months ended March 31, 2021 and 2020, respectively. The increase in alternative investment income for the three months ended March 31, 2021 compared to 2020 was primarily due to an increase in share price in the current quarter compared to a decline in share price in the prior year.

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#### **Non-GAAP Measure Reconciliations**

The reconciliations to the nearest GAAP measure for adjusted operating income (loss) available to common shareholders is included in the *Consolidated Results of Operations* section.

The reconciliation of basic earnings per Class A common share to adjusted operating earnings per common share is as follows:

	Three months ended March 31,	
	2021	2020
Basic earnings (loss) per share – Class A common shares	\$ 3.02	\$ (5.81)
Non-operating adjustments		
Realized net gains on sale of AFS securities	0.10	0.07
Unrealized, allowances and other investment gains (losses)	0.50	(2.03)
Change in fair value of reinsurance assets	(4.40)	(7.04)
Offsets to investment gains (losses)	0.72	2.73
Investment gains (losses), net of offsets	(3.08)	(6.27)
Change in fair values of derivatives and embedded derivatives – FIAs, net of offsets	2.48	0.36
Integration, restructuring and other non-operating expenses	(0.22)	(0.03)
Stock compensation expense	—	(0.05)
Income tax (expense) benefit – non-operating	(0.04)	0.72
Less: Total non-operating adjustments	(0.86)	(5.27)
Less: Effect of items convertible to or settled in Class A common shares	0.08	0.06
Adjusted operating earnings (loss) per common share	\$ 3.80	\$ (0.60)

The reconciliation of basic weighted average common shares outstanding - Class A to weighted average common shares outstanding - adjusted operating, which is included in adjusted operating earnings per common share, is as follows:

(In millions)	Three months ended March 31,	
	2021	2020
Basic weighted average common shares outstanding – Class A	191.3	161.4
Conversion of Class B common shares to Class A common shares	—	16.9
Conversion of Class M common shares to Class A common shares	—	3.2
Effect of other stock compensation plans	5.5	—
Weighted average common shares outstanding – adjusted operating	196.8	181.5

The reconciliation of total AHL shareholders' equity to total adjusted AHL common shareholders' equity, which is included in adjusted book value per common share, adjusted debt to capital ratio and adjusted ROE, is as follows:

(In millions)	March 31, 2021	December 31, 2020
	\$ 17,291	\$ 18,657
Total AHL shareholders' equity	\$ 17,291	\$ 18,657
Less: Preferred stock	2,312	2,312
Total AHL common shareholders' equity	14,979	16,345
Less: AOCI	2,021	3,971
Less: Accumulated change in fair value of reinsurance assets	488	1,142
Total adjusted AHL common shareholders' equity	\$ 12,470	\$ 11,232
Segment adjusted AHL common shareholders' equity		
Retirement Services	\$ 8,870	\$ 7,732
Corporate and Other	3,600	3,500
Total adjusted AHL common shareholders' equity	\$ 12,470	\$ 11,232

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The reconciliation of average AHL shareholders' equity to average adjusted AHL common shareholders' equity, which is included in adjusted operating ROE is as follows:

(In millions)	Three months ended March 31,	
	2021	2020
Average AHL shareholders' equity	\$ 17,974	\$ 11,666
Less: Average preferred stock	2,312	1,172
Less: Average AOCI	2,996	554
Less: Average accumulated change in fair value of reinsurance assets	815	169
Average adjusted AHL common shareholders' equity	\$ 11,851	\$ 9,771
Segment average adjusted AHL common shareholders' equity		
Retirement Services	\$ 8,301	\$ 7,722
Corporate and Other	3,550	2,049
Average adjusted AHL common shareholders' equity	\$ 11,851	\$ 9,771

The reconciliation of Class A common shares outstanding to adjusted operating common shares outstanding, which is included in adjusted book value per common share, is as follows:

(In millions)	March 31, 2021	December 31, 2020
Class A common shares outstanding	191.4	191.2
Effect of other stock compensation plans	6.9	6.0
Adjusted operating common shares outstanding	198.3	197.2

The reconciliation of book value per common share to adjusted book value per common share is as follows:

	March 31, 2021	December 31, 2020
Book value per common share	\$ 78.25	\$ 85.51
AOCI	(10.56)	(20.77)
Accumulated change in fair value of reinsurance assets	(2.55)	(5.98)
Effect of items convertible to or settled in Class A common shares	(2.26)	(1.81)
Adjusted book value per common share	\$ 62.88	\$ 56.95

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

(In millions, except percentages)	Three months ended March 31,			
	Dollar	Rate	Dollar	Rate
GAAP net investment income	\$ 1,704	4.49 %	\$ 745	2.51 %
Change in fair value of reinsurance assets	366	0.97 %	270	0.90 %
Alternative gains (losses)	69	0.18 %	(101)	(0.34)%
ACRA noncontrolling interest	(198)	(0.52)%	(72)	(0.24)%
Apollo investment loss	25	0.07 %	297	1.00 %
Held for trading amortization and other	32	0.08 %	12	0.04 %
Total adjustments to arrive at net investment earnings/earned rate	294	0.78 %	406	1.36 %
Total net investment earnings/earned rate	\$ 1,998	5.27 %	\$ 1,151	3.87 %
Retirement Services	\$ 1,935	5.18 %	\$ 1,184	4.04 %
Corporate and Other	63	11.22 %	(33)	(8.14)%
Total net investment earnings/earned rate	\$ 1,998	5.27 %	\$ 1,151	3.87 %
Retirement Services average net invested assets	\$ 149,397		\$ 117,295	
Corporate and Other average net invested assets ex. Apollo investment	2,247		1,624	
Consolidated average net invested assets ex. Apollo investment	\$ 151,644		\$ 118,919	

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

	Three months ended March 31,			
	2021		2020	
	Dollar	Rate	Dollar	Rate
(In millions, except percentages)				
GAAP interest sensitive contract benefits	\$ 394	1.05 %	\$ (1,319)	(4.50)%
Interest credited other than deferred annuities and institutional products	97	0.26 %	63	0.21 %
FIA option costs	279	0.75 %	266	0.91 %
Product charges (strategy fees)	(38)	(0.10)%	(32)	(0.11)%
Reinsurance embedded derivative impacts	14	0.04 %	14	0.05 %
Change in fair value of embedded derivatives – FIAs	43	0.11 %	1,504	5.13 %
Negative VOBA amortization	3	0.01 %	7	0.02 %
ACRA noncontrolling interest	(128)	(0.34)%	38	0.13 %
Other changes in interest sensitive contract liabilities	4	0.01 %	(1)	0.00 %
Total adjustments to arrive at cost of crediting	274	0.74 %	1,859	6.34 %
Retirement Services cost of crediting	\$ 668	1.79 %	\$ 540	1.84 %
Retirement Services cost of crediting on deferred annuities	\$ 493	1.89 %	\$ 422	1.91 %
Retirement Services cost of crediting on institutional products	175	2.59 %	118	3.31 %
Retirement Services cost of crediting	\$ 668	1.79 %	\$ 540	1.84 %
Retirement Services average net invested assets	\$ 149,397		\$ 117,295	
Average account value on deferred annuities	104,310		88,119	
Average net institutional reserve liabilities	27,028		14,250	

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

The reconciliation of GAAP benefits and expenses to other liability costs is as follows:

(In millions)	Three months ended March 31,	
	2021	2020
GAAP benefits and expenses	\$ 4,252	\$ (167)
Premiums	(3,011)	(1,140)
Product charges	(150)	(140)
Other revenues	(14)	2
Cost of crediting	(375)	(259)
Change in fair value of embedded derivatives – FIA, net of offsets	(298)	1,456
DAC, DSI and VOBA amortization related to investment gains and losses	139	425
Rider reserves related to investment gains and losses	21	76
Policy and other operating expenses, excluding policy acquisition expenses	(201)	(117)
AmerUs closed block fair value liability	93	45
ACRA noncontrolling interest	(107)	165
Other changes in benefits and expenses	(7)	(4)
Total adjustments to arrive at other liability costs	(3,910)	509
Other liability costs	\$ 342	\$ 342
Retirement Services	\$ 342	\$ 342
Corporate and Other	—	—
Consolidated other liability costs	\$ 342	\$ 342

The reconciliation of policy and other operating expenses to operating expenses is as follows:

(In millions)	Three months ended March 31,	
	2021	2020
GAAP policy and other operating expenses	\$ 283	\$ 188
Interest expense	(32)	(20)
Policy acquisition expenses, net of deferrals	(82)	(71)
Integration, restructuring and other non-operating expenses	(45)	(4)
Stock compensation expenses	—	(10)
ACRA noncontrolling interest	(21)	(4)
Other changes in policy and other operating expenses	(5)	—
Total adjustments to arrive at operating expenses	(185)	(109)
Operating expenses	\$ 98	\$ 79
Retirement Services	\$ 78	\$ 68
Corporate and Other	20	11
Consolidated operating expenses	\$ 98	\$ 79

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

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

(In millions)	March 31, 2021	December 31, 2020
Total investments, including related parties	\$ 185,951	\$ 182,421
Derivative assets	(3,677)	(3,523)
Cash and cash equivalents (including restricted cash)	6,973	8,442
Accrued investment income	968	905
Payables for collateral on derivatives	(3,353)	(3,203)
Reinsurance funds withheld and modified coinsurance	(572)	(2,459)
VIE and VOE assets, liabilities and noncontrolling interest	(70)	(136)
Unrealized (gains) losses	(3,685)	(7,275)
Ceded policy loans	(199)	(204)
Net investment receivables (payables)	(402)	99
Allowances for credit losses	362	357
Total adjustments to arrive at gross invested assets	<u>(3,655)</u>	<u>(6,997)</u>
Gross invested assets	182,296	175,424
ACRA noncontrolling interest	(26,593)	(25,234)
Net invested assets	<u>\$ 155,703</u>	<u>\$ 150,190</u>

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

(In millions)	March 31, 2021	December 31, 2020
Investment funds, including related parties	\$ 6,865	\$ 6,087
Equity securities	217	165
CLO and ABS equities included in trading securities	1,042	971
Investment in Apollo	(1,281)	(1,324)
Investment funds within funds withheld at interest	1,522	1,155
Royalties and other assets included in other investments	140	66
Unrealized (gains) losses and other adjustments	(24)	(44)
ACRA noncontrolling interest	(477)	(283)
Total adjustments to arrive at alternative investments	<u>1,139</u>	<u>706</u>
Net alternative investments	<u>\$ 8,004</u>	<u>\$ 6,793</u>

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

(In millions)	March 31, 2021	December 31, 2020
Total liabilities	\$ 187,334	\$ 182,631
Long-term debt	(1,977)	(1,976)
Derivative liabilities	(288)	(298)
Payables for collateral on derivatives	(3,353)	(3,203)
Funds withheld liability	(422)	(452)
Other liabilities	(2,436)	(2,040)
Reinsurance ceded receivables	(4,690)	(4,848)
Policy loans ceded	(199)	(204)
ACRA noncontrolling interest	(25,625)	(24,618)
Other	(5)	(3)
Total adjustments to arrive at net reserve liabilities	<u>(38,995)</u>	<u>(37,642)</u>
Net reserve liabilities	<u>\$ 148,339</u>	<u>\$ 144,989</u>

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

#### **Liquidity and Capital Resources**

There are two forms of liquidity relevant to our business, funding liquidity and balance sheet liquidity. Funding liquidity relates to the ability to fund operations. Balance sheet liquidity relates to our ability to liquidate or rebalance our 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, in the ordinary course of business, are operating cash flows and holdings of cash, cash equivalents and other readily marketable assets.

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, excluding assets within modified coinsurance and funds withheld portfolios, as of March 31, 2021 was \$73.2 billion. Assets included in modified coinsurance and funds withheld portfolios are available to fund the benefits for the associated obligations but are restricted from other uses. The carrying value of the underlying assets in these modified coinsurance and funds withheld portfolios that we consider liquid as of March 31, 2021 was \$34.3 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. In periods of economic downturn, such as the one brought about by the spread of COVID-19, 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 access to additional liquidity through our \$1.25 billion credit agreement, which was undrawn as of March 31, 2021 and had a remaining term of more than three years, subject to up to two one-year extensions. We also have access to a \$1.0 billion committed repurchase facility. Our registration statement on Form S-3 ASR (Shelf Registration Statement) provides us access to the capital markets, subject to market conditions and other factors. We are also party to repurchase agreements with several different financial institutions, pursuant to which we may obtain short-term liquidity, to the extent available. In addition, through our membership in the FHLB, 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 by modeling potential demands on liquidity under a variety of scenarios, 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. 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 enough cash, cash equivalents and other discounted liquid limit assets to cover 12 months of AHL’s and AUSA’s projected obligations, including debt servicing costs:
  - minimum of 50% of expenses and 100% of debt servicing to be held in cash and cash equivalents at AHL operating accounts
  - minimum of 50% of any required AHL – AUSA inter-company loan commitments to be held in cash and cash equivalents by AHL
  - dividends from ALRe sufficient to support the ongoing operations of AHL must be available under moderate and substantial stress scenarios
  - for purposes of administering this test, liquid limit assets are discounted by 25% and include 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); RMBS with weighted average lives less than three years rated A- or above and CMBS with weighted average lives less than three years rated AAA- or above
- we seek to maintain sufficient capital and surplus at ALRe to meet the following collateral and capital maintenance calls under a substantial stress event, such as the failure of a major financial institution (Lehman event):
  - collateral calls from modco and third-party reinsurance contracts
  - AARE capital maintenance calls arising from AARE collateral calls from modco reinsurance contracts; and
  - US regulated entity capital maintenance calls from nonmodco activity.

#### **Insurance Subsidiaries' Liquidity**

##### *Operations*

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

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

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, 2021 and December 31, 2020, approximately 75% of our deferred annuity liabilities were subject to penalty upon surrender. In addition, as of each of March 31, 2021 and December 31, 2020, approximately 56% of policies contained MVAs that may also have the effect of limiting early withdrawals if interest rates increase, but may encourage early withdrawals by effectively subsidizing a portion of surrender charges when interest rates decrease. Although interest rates rose during the three months ended March 31, 2021, given the sharp decline in interest rates that occurred during 2020, our MVAs may reduce the surrender charge otherwise required to be paid upon early withdrawal. Our funding agreements, group annuities and payout annuities are generally non-surrenderable.

#### *Membership in Federal Home Loan Bank*

Through our membership in the FHLB, 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. As of each of March 31, 2021 and December 31, 2020, we had \$0 million of outstanding borrowings under these arrangements.

We have issued funding agreements to the FHLB. These funding agreements were issued in an investment spread strategy, consistent with other investment spread operations. As of each of March 31, 2021 and December 31, 2020, we had funding agreements outstanding with the FHLB in the aggregate principal amount of \$2.0 billion.

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, 2021, the total maximum borrowings under the FHLB facilities were limited to \$33.3 billion. However, our ability to borrow under the facilities is constrained by the availability of assets that qualify as eligible collateral under the facilities and certain other limitations. Considering these limitations, we estimate that as of March 31, 2021 we had the ability to draw up to a total of approximately \$3.7 billion, inclusive of borrowings then outstanding. This estimate is based on our internal analysis and assumptions, and may not accurately measure collateral which is ultimately acceptable to the FHLB. Drawing such amounts would have an adverse impact on AADE's and/or AAIA's RBC ratio, which may further restrict our ability or willingness to draw up to our estimated capacity.

#### *Securities Repurchase Agreements*

We engage in repurchase transactions whereby we sell fixed income securities to third parties, primarily major brokerage firms or commercial banks, with a concurrent agreement to repurchase such securities at a determined future date. We require that, at all times during the term of the repurchase agreements, we maintain sufficient cash or other liquid assets sufficient to allow us to fund substantially all of the repurchase price. Proceeds received from the sale of securities pursuant to these arrangements are generally invested in short-term investments, with the offsetting obligation to repurchase the security included within payables for collateral on derivatives and securities to repurchase on the condensed consolidated balance sheets. As per the terms of the repurchase agreements, we monitor the market value of the securities sold and may be required to deliver additional collateral (which may be in the form of cash or additional securities) to the extent that the value of the securities sold decreases prior to the repurchase date.

As of March 31, 2021, the fair value of securities and collateral held by counterparties and payables for repurchase agreements was \$603 million and \$599 million, respectively.

On May 1, 2020, we signed a \$1.0 billion committed repurchase facility with BNP Paribas. The facility has an initial commitment period of 12 months and automatically renews for successive 12-month periods until terminated by either party. During the commitment period, we may sell and BNP Paribas is required to purchase eligible investment grade corporate bonds pursuant to repurchase transactions at pre-agreed discounts in exchange for a 41 basis points per annum commitment fee. As of March 31, 2021, we had no outstanding payables under this facility.

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

#### **Cash Flows**

Our cash flows were as follows:

	Three months ended March 31,	
	2021	2020
(In millions)		
Net income (loss)	\$ 77	\$ (1,216)
Non-cash revenues and expenses	1,549	1,987
Net cash provided by operating activities	1,626	771
Sales, maturities and repayments of investments	5,230	6,214
Purchases of investments	(12,570)	(6,476)
Other investing activities	457	(116)
Net cash used in investing activities	(6,883)	(378)
Issuance of common stock	1	350
Net proceeds and repayments of debt	—	(75)
Inflows on investment-type policies and contracts	5,162	2,838
Withdrawals on investment-type policies and contracts	(1,684)	(1,633)
Net capital contributions and distributions to/from noncontrolling interests	235	194
Net change in cash collateral posted for derivative transactions and securities to repurchase	151	(372)
Preferred stock dividends	(36)	(18)
Repurchase of common stock	(4)	(328)
Other financing activities	(37)	14
Net cash provided by financing activities	3,788	970
Effect of exchange rate changes on cash and cash equivalents	—	(22)
Net (decrease) increase in cash and cash equivalents <sup>1</sup>	\$ (1,469)	\$ 1,341

<sup>1</sup> Includes cash and cash equivalents and restricted cash.

#### *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 and operating expenses. Our operating activities generated cash flows totaling \$1.6 billion and \$771 million for the three months ended March 31, 2021 and 2020, respectively. The increase in cash provided by operating activities was primarily driven by higher cash received from PRT transactions.

#### *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 \$6.9 billion and \$378 million for the three months ended March 31, 2021 and 2020, respectively. The increase in cash used in investing activities was primarily attributed to an increase in purchases due to the deployment of significant cash inflows from organic growth, as well as a higher amount of sales in the prior year to increase liquidity in response to the economic environment during that period.

#### *Cash flows from financing activities*

The primary cash inflows from financing activities are inflows 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, repayments of outstanding borrowings, repurchases of common stock and payment of preferred stock dividends. Our financing activities provided cash flows totaling \$3.8 billion and \$1.0 billion for the three months ended March 31, 2021 and 2020, respectively. The increase in cash provided by financing activities was primarily attributed to higher investment-type inflows from retail and funding agreements net of liability outflows, the change in cash collateral posted for derivative transactions driven by favorable equity market performance in the current quarter compared to unfavorable performance in the prior year quarter, a decrease in repurchases of common stock and the repayment of \$75 million of short-term debt in the prior year quarter, partially offset by the issuance of stock in connection with the strategic transaction with Apollo in the prior year quarter.

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

#### ***Holding Company Liquidity***

##### *Dividends from Subsidiaries*

AHL is a holding company whose primary liquidity needs include the cash-flow requirements relating to its corporate activities, including its day-to-day operations, debt servicing, preferred stock dividend payments and strategic transactions, such as acquisitions. 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.

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 and prior notification to the appropriate regulatory agency, the US insurance subsidiaries are permitted to pay ordinary dividends based on calculations specified under insurance laws of the relevant state of domicile. Any distributions above the amount permitted by statute in any twelve month period are considered to be extraordinary dividends, and require the approval of the appropriate regulator prior to payment. AHL does not currently plan on having the US subsidiaries pay any dividends to ALRe.

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 Bermuda Monetary Authority (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 our actual ability to pay such distributions, which may be further restricted by business and other considerations, such as the impact of such distributions on surplus, which could affect our ratings or competitive position and the amount of premiums that can be written. Specifically, the level of capital needed to maintain desired financial strength ratings from rating agencies, including S&P, A.M. Best and Fitch, is of particular concern when determining the amount of capital available for distributions. AHL believes its insurance subsidiaries have sufficient statutory capital and surplus, combined with additional capital available to be provided by AHL, to meet their financial strength ratings objectives. Finally, 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.

##### *Other Sources of Funding*

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 \$1.25 billion credit agreement or by pursuing future issuances of debt or equity securities to third-party investors. Certain other sources of liquidity potentially available at the holding company level are discussed below.

*Shelf Registration* – Under our Shelf Registration Statement, subject to market conditions, we have the ability to issue, in indeterminate amounts, debt securities, preference shares, depository shares, Class A common shares, warrants and units.

*Debt* – On January 12, 2018, we issued \$1.0 billion in aggregate principal amount of 4.125% senior notes due 2028 (2028 Notes). On April 3, 2020, we issued \$500 million in aggregate principal amount of 6.150% senior unsecured notes due 2030 (2030 Notes). On October 8, 2020, we issued \$500 million in aggregate principal amount of 3.500% senior unsecured notes due 2031 (2031 Notes).

*Preferred Stock* – On June 10, 2019, we issued 34,500 6.35% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Shares, Series A, par value of \$1.00 per share with a liquidation preference of \$25,000 per share, for aggregate proceeds of \$839 million, net of the underwriters' discount and estimated expenses.

On September 19, 2019, we issued 13,800 5.625% Fixed-Rate Perpetual Non-Cumulative Preference shares, Series B, par value of \$1.00 per share with a liquidation preference of \$25,000 per share, for aggregate proceeds of \$333 million, net of the underwriters' discount and estimated expenses.

On June 11, 2020, we issued 24,000 6.375% Fixed-Rate Reset Perpetual Non-Cumulative Preference shares, Series C, par value of \$1.00 per share with a liquidation preference of \$25,000 per share, for aggregate proceeds of \$583 million, net of the underwriters' discount and estimated expenses.

On December 18, 2020, we issued 23,000 4.875% Fixed-Rate Perpetual Non-Cumulative Preference shares, Series D, par value of \$1.00 per share with a liquidation preference of \$25,000 per share, for aggregate proceeds of \$557 million, net of the underwriters' discount and estimated expenses. See *Note 7 – Equity* to the condensed consolidated financial statements for further information.

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

*Intercompany Note* – AHL has an unsecured revolving note payable with ALRe, which permits AHL to borrow up to \$1 billion with a fixed interest rate of 1.25% and a maturity date of March 31, 2024. As of March 31, 2021 and December 31, 2020, the revolving note payable had an outstanding balance of \$25 million and \$0 million, respectively.

In light of the spread of COVID-19 and the resulting impact on economic conditions and the financial markets, additional funding of the type described above may not be available on terms favorable to us or at all. As a result of the economic consequences of the spread of COVID-19, we have observed an increase in our cost of debt, though this trend has moderated as economic conditions have begun to stabilize. At the time of issuance, our 2028 Notes had a yield to maturity of 4.14% and a spread to benchmark treasury of T + 160 basis points. At the time of issuance, our 2030 Notes had a yield to maturity of 6.18% and a spread to benchmark treasury of T + 550 basis points. At the time of issuance, our 2031 Notes had a yield to maturity of 3.67% and a spread to benchmark treasury of T + 290 basis points. In addition, certain covenants in our credit agreement prohibit us from maintaining debt in excess of specified thresholds. Specifically, our credit agreement prohibits us from permitting the Consolidated Debt to Capitalization Ratio (as such term is defined in the credit agreement) to exceed 35% as of the end of any quarter.

#### **Capital Resources**

We believe that we have a strong capital position and that we are well positioned to meet policyholder and other obligations. We measure capital sufficiency using an internal capital model which reflects management's view on the various risks inherent to our business, the amount of capital required to support our core operating strategies and the amount of capital necessary to maintain our current ratings in a recessionary environment. The amount of capital required to support our core operating strategies is determined based upon internal modeling and analysis of economic risk, as well as inputs from rating agency capital models and consideration of NAIC RBC requirements. Capital in excess of this required amount is considered excess equity capital, which is available to deploy.

As of December 31, 2020 and 2019, our US insurance companies' TAC, as defined by the NAIC, was \$2.7 billion and \$2.4 billion, respectively, and our US RBC ratio was 425% and 429%, respectively. Each US 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 its authorized control level RBC (ACL). Our TAC was significantly in excess of all regulatory standards as of December 31, 2020 and 2019, respectively.

Bermuda statutory capital and surplus for ALRe was \$13.5 billion and \$11.0 billion as of December 31, 2020 and 2019, respectively. ALRe adheres to BMA regulatory capital requirements to maintain statutory capital and surplus to meet the minimum margin of solvency and maintain minimum economic balance sheet (EBS) capital and surplus to meet the enhanced capital requirement. 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. ALRe's EBS capital and surplus was \$17.2 billion and \$14.1 billion, resulting in a BSCR ratio of 254% and 310% as of December 31, 2020 and 2019, respectively. ALRe's BSCR ratio includes the capital and surplus of ALRe and all of ALRe's subsidiaries, including AUSA and AOG subsidiaries. An insurer must have a BSCR ratio of 100% or greater to be considered solvent by the BMA. As of December 31, 2020 and 2019, ALRe held the appropriate capital to adhere to these regulatory standards. Prior to the implementation of our internal capital model, we also utilized an ALRe RBC ratio to analyze and determine the amount of capital necessary to support our core operating strategies. As of December 31, 2020 and 2019, our ALRe RBC was 460% and 443%, respectively. The ALRe RBC ratio is calculated by applying the NAIC RBC factors to the statutory financial statements of ALRe and ALRe's non-U.S.reinsurance subsidiaries on an aggregate basis with certain adjustments made by management as described in the glossary. We exclude our interests in the AOG units and other subsidiary holding companies from our capital base for purposes of calculating ALRe RBC, but do reflect such interests within our capital analysis, net of risk charges.

#### **Repurchase of Securities**

##### *Share Repurchase Program*

In December of 2018, our board of directors established a share repurchase program with an initial authorization for the repurchase of up to \$250 million of our Class A common shares. In 2019, our board of directors approved four additional authorizations under our share repurchase program for the purchase of up to an additional \$1.3 billion of our Class A common shares, in the aggregate, for a total authorization of \$1.6 billion. As of May 10, 2021, we have repurchased, in the aggregate, 35.6 million Class A common shares for \$1.3 billion since inception of our share repurchase program and have \$221 million of repurchase authorization remaining. The timing and amount of share repurchases, if any, will be determined by management in accordance with the authority delegated by our board of directors.

##### *Repurchase of Other Securities*

We may from time to time seek to retire or purchase our other outstanding debt or equity securities through cash purchases and/or exchanges for other securities, purchases in the open market, privately negotiated transactions or otherwise. Any such repurchases will be dependent upon several factors, including our liquidity requirements, contractual restrictions, general market conditions and applicable regulatory, legal and accounting factors. Whether or not we repurchase any of our other securities and the size and timing of any such repurchases will be determined at our discretion.

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

#### **Balance Sheet and Other Arrangements**

##### *Balance Sheet Arrangements*

###### *Contractual Obligations*

There have been no material changes to our contractual obligations from those previously disclosed in our 2020 Annual Report.

###### *Off Balance Sheet Arrangements*

None.

#### **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 2020 Annual Report. The most critical accounting estimates and judgments include those used in determining:

- fair value of investments;
- credit loss allowances;
- future policy benefit reserves;
- derivatives valuation, including embedded derivatives;
- deferred acquisition costs, deferred sales inducements and value of business acquired;
- 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—Critical Accounting Estimates and Judgments* of our 2020 Annual Report.

See *Note 1 – Business, Basis of Presentation and Significant Accounting Policies* to the condensed consolidated 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 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 our 2020 Annual Report. There have been no material changes to our market risk exposures from those previously disclosed in our 2020 Annual Report.

**Item 4. Controls and Procedures**

**Evaluation of Disclosure 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.

**Changes in Internal Control Over Financial Reporting**

There were no changes to our internal control over financial reporting as defined in Exchange Act Rule 13a-15(f) during the quarter ended March 31, 2021, 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. The outcomes of legal proceedings and claims brought against us are subject to significant uncertainty. There is significant judgment required in assessing both the probability of an adverse outcome and the determination as to whether an exposure can be reasonably estimated. In management's opinion, the ultimate disposition of any current legal proceeding or claim brought against us will not have a material effect on our financial condition, results of operations or cash flows. Litigation is, however, inherently uncertain and an adverse outcome from such litigation could have a material effect on the operating results of a particular reporting period.

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 US 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, see *Note 10 – Commitments and Contingencies – Litigation, Claims and Assessments* to the condensed consolidated financial statements.

### Item 1A. Risk Factors

The following should be read in conjunction with, and supplement and amend, the factors that may affect our business or operations described in *Part I–Item 1A. Risk Factors* of our 2020 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 2020 Annual Report.

The following updates and supplements the risk factors described in our 2020 Annual Report:

#### **Risks Relating to the Proposed Merger between Us and AGM**

***There are a number of required approvals and other closing conditions in addition to shareholder approvals which may prevent or delay completion of the mergers.***

The mergers are subject to a number of conditions to closing as specified in the merger agreement. These closing conditions include, among others, (i) receipt of the required approval of the (a) AGM merger agreement proposal and (b) AHL merger agreement proposal; (ii) the authorizations, consents, orders or approvals of, or declarations or filings with, and the expiration of waiting periods required from, certain governmental authorities having been obtained and being in full force and effect; (iii) there being in effect no injunction, judgment, ruling or law enacted, promulgated, issued, entered, amended or enforced by any governmental authority enjoining, restraining or otherwise making illegal or prohibiting the consummation of the mergers; (iv) the SEC having declared the registration statement on Form S-4 effective under the Securities Act, there being no stop order in effect by the SEC suspending the effectiveness of the registration statement and there being no pending proceedings for that purpose; (v) the accuracy of the representations and warranties of the other party to the extent required under the merger agreement; (vi) in the case of each of AGM, AHL and HoldCo's compliance with, in all material respects, each of the covenants, obligations and agreements it is required to comply with or perform at or prior to the effective times of the mergers and issuance to the other party or parties, as applicable, of a certificate signed by an executive officer of the party to such effect; and (vii) since the date of the merger agreement there must not have occurred and be continuing any (a) state of facts, circumstance, condition, event, change, development, occurrence, result, effect, action or omission that has had or would reasonably be expected to have, individually in the aggregate, a material adverse effect with respect to the other party or (b) material adverse effect with respect to the other party. In addition, the obligations of HoldCo to effect the mergers are subject to:

- AGM and AHL having received a written tax opinion from AGM's counsel and AHL's counsel, respectively, or a nationally recognized accounting firm or law firm reasonably acceptable to AGM or AHL, as applicable, in form and substance reasonably satisfactory to AGM and AHL, respectively, dated as of the closing date, to the effect that, based on the AGM tax representation letter and the AHL tax representation letter, the mergers and the exchange of the AOG units, taken together, will be treated as a transaction described in Section 351 of the Internal Revenue Code of 1986 (Code), dated as of the closing date; and
- the completion, or the completion concurrently with the closing, in all respects of the restructuring involving AGM and its subsidiaries, among others, pursuant to which (i) all AOG units held of record or beneficially by persons other than AGM, AHL and their respective subsidiaries will be exchanged, in a series of steps, for shares of common stock of HoldCo (HoldCo Shares) or other consideration and (ii) the only outstanding class of common stock outstanding upon consummation of the restructuring shall be AGM's Class A common stock or the HoldCo Shares.

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No assurance can be given that the required stockholder and shareholder consents and approvals, as applicable, will be obtained or that the required conditions to closing will be satisfied, and, if all required consents and approvals are obtained and the conditions are satisfied, no assurance can be given as to the terms, conditions and timing of the consents and approvals. Any delay in completing the mergers could cause HoldCo not to realize, or to be delayed in realizing, some or all of the benefits that we expect to achieve if the mergers are successfully completed within their expected time frame.

### ***Regulatory approvals may not be received, may take longer than expected or may impose conditions that are not presently anticipated or cannot be met.***

Before the transactions contemplated by the merger agreement and the corporate governance updates can be completed, various approvals must be obtained from regulatory agencies in the United States and other countries. In deciding whether to grant these approvals, the relevant governmental entities will consider a variety of factors, including the regulatory standing of each of the parties. An adverse development in either party's regulatory standing or other factors could result in an inability to obtain one or more of the required regulatory approvals or delay receipt of required approvals.

The terms of the approvals that are granted may impose conditions, limitations, obligations or costs, or place restrictions on the conduct of AGM's or AHL's business or require changes to the terms of the transactions contemplated by the merger agreement and the corporate governance updates. There can be no assurance that regulators will not impose any such conditions, limitations, obligations or restrictions and that such conditions, limitations, obligations or restrictions will not have the effect of delaying the completion of any of the transactions contemplated by the merger agreement and the corporate governance updates, imposing additional material costs on or otherwise reducing the anticipated benefits of the mergers if the mergers were consummated successfully within the expected timeframe. Nor can there be any assurance that any such conditions, terms, obligations or restrictions will not result in the delay or abandonment of the transaction. Additionally, the completion of the mergers is conditioned on the absence of certain orders or injunctions issued by any court of competent jurisdiction or other legal restraints that would prohibit or make illegal the consummation of any of the transactions contemplated by the merger agreement.

### ***The mergers, including uncertainty regarding the mergers, may cause strategic partners to delay or defer decisions concerning us and could adversely affect our ability to effectively manage our business.***

The mergers will happen only if the stated conditions are met, including the adoption of the merger agreement by AGM's stockholders and the approval of the AHL merger agreement proposal by AHL's shareholders, among other conditions. Many of the conditions are outside our control, and both parties also have certain rights to terminate the merger agreement. Accordingly, there may be uncertainty regarding the completion of the mergers. This uncertainty may cause strategic partners or others that deal with us to delay or defer entering into contracts with us or making other decisions concerning us or seek to change or cancel existing business relationships with us, which could negatively affect our business. Any delay or deferral of those decisions or changes in existing agreements could have a material adverse effect on our business, regardless of whether the mergers are ultimately completed.

In addition, the merger agreement restricts us from making certain acquisitions and taking other specified actions until the mergers occur without the consent of the other parties (such consent not to be unreasonably withheld, conditioned or delayed). These restrictions may prevent us from pursuing attractive business opportunities or strategic transactions that may arise prior to the completion of the mergers.

### ***The merger agreement may be terminated in accordance with its terms, the mergers may not be consummated and we could be negatively impacted.***

Either AGM or AHL may terminate the merger agreement under certain circumstances, including, among other reasons, if the mergers are not completed by June 30, 2022. In addition, if the merger agreement is terminated under certain circumstances specified in the merger agreement, AGM may be required to pay AHL a termination fee of \$81,900,000, including certain circumstances in which the AGM board of directors makes or publicly proposes to make a change in its recommendation in support of the transaction, amongst other things.

If the mergers are not completed for any reason, including as a result of AGM stockholders or holders of AHL common shares and AHL preferred shares failing to adopt the merger agreement, our ongoing business may be adversely affected and, without realizing any of the benefits of having completed the mergers, we would be subject to a number of risks, including the following:

- we may experience negative reactions from the financial markets, including negative impacts on our share price;
- we may experience negative reactions from our business partners, regulators and employees;
- we will be required to pay certain legal, financing and accounting costs and associated fees and expenses relating to the mergers, whether or not the mergers are completed; and
- matters relating to the mergers require substantial commitments of time and resources by our management, which would otherwise have been devoted to day-to-day operations and other opportunities that may have been beneficial to us as an independent company.

***Litigation filed in connection with the mergers could prevent or delay the consummation of the mergers or result in the payment of damages following completion of the mergers.***

Lawsuits in connection with the mergers may be filed against AGM, AHL, HoldCo, AGM Merger Sub, AHL Merger Sub and/or their respective directors and officers, which could prevent or delay the consummation of the mergers and result in additional costs to us. The ultimate resolution of any lawsuits cannot be predicted with certainty, and an adverse ruling in any such lawsuit may cause the mergers to be delayed or not to be completed, which could cause us not to realize some or all of the anticipated benefits of the mergers. The defense or settlement of any lawsuit or claim that remains unresolved at the time the mergers is consummated may adversely affect HoldCo's business, financial condition, results of operations and cash flows. We cannot currently predict the outcome of or reasonably estimate the possible loss or range of loss from any such lawsuits or claims.

***Coordinating the businesses of AGM and AHL may be more difficult, costly or time-consuming than expected and HoldCo may fail to realize the anticipated benefits of the mergers, which may adversely affect HoldCo's business results and negatively affect the value of HoldCo's Shares following the mergers.***

The success of the mergers will depend on, among other things, the ability of AGM and AHL to coordinate their businesses under HoldCo in a manner that facilitates growth opportunities. However, AGM and AHL may not be able to successfully coordinate their respective businesses in a manner that permits anticipated growth to be realized, without adversely affecting current revenues and investments. If the combined company is not able to successfully achieve these objectives, the anticipated benefits of the merger may not be realized fully, or at all, or may take longer to realize than expected. Specifically, the following issues, among others, must be addressed in order to realize the anticipated benefits of the mergers so the combined company performs as expected:

- coordinating the businesses of AGM and AHL and meeting the capital requirements of the combined company, in a manner that permits the combined company to achieve the growth anticipated to result from the mergers;
- coordinating the companies' technologies;
- coordinating the companies' operating practices, internal controls and other policies, procedures and processes;
- addressing possible differences in business backgrounds and corporate cultures;
- coordinating geographically dispersed organizations; and
- effecting actions that may be required in connection with obtaining regulatory approvals.

In addition, at times the attention of certain members of either company's or both companies' management and resources may be focused on completion of the mergers and the coordination of the AGM and AHL businesses under HoldCo and diverted from day-to-day business operations, which may disrupt each company's ongoing business and the business of the combined company.

Furthermore, the board of directors of HoldCo will consist of the current directors of AGM and certain directors of AHL. Combining the boards of directors of each company into a single HoldCo board could require the reconciliation of differing priorities and philosophies.

An inability to realize the full extent of the anticipated benefits of the mergers and the other transactions contemplated by the merger agreement, as well as any delays encountered in the combination process, could have an adverse effect upon the revenues, level of expenses and operating results of the combined company, which may adversely affect the value of the common stock of the combined company after the completion of the mergers. In addition, the actual coordination of the AGM and AHL businesses under HoldCo may result in additional and unforeseen expenses, and the anticipated benefits of the coordination plan may not be realized. If AGM and AHL are not able to adequately address coordination challenges, they may be unable to successfully coordinate their operations or realize the anticipated benefits of the coordination of the two companies.

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

None.

**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, 2021 are set forth below:

Period	(a) Total number of shares purchased	(b) Average price paid per share	(c) Total number of shares purchased as part of publicly announced programs <sup>1</sup>	(d) Maximum number (or approximate dollar value) of shares that may yet be purchased under the plans or programs <sup>1</sup>
January 1 – January 31, 2021	56,360	\$ 43.14	—	\$ 221,408,041
February 1 – February 28, 2021	71,361	\$ 45.59	—	\$ 221,408,041
March 1 – March 31, 2021	—	\$ —	—	\$ 221,408,041

<sup>1</sup> Prior to October 28, 2019, we had announced approvals by our board of directors for \$967 million of aggregate repurchases under our share repurchase program. Amounts authorized for repurchase under those approvals had been fully used prior to December 31, 2020. On October 28, 2019, we announced that our board of directors had approved an additional \$600 million authorization for the repurchase of our Class A common shares. The remaining authorization does not have a definitive expiration date, but may be terminated at any time at the sole discretion of our board of directors.

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1	<a href="#">Agreement and Plan of Merger, dated March 8, 2021, by and among Athene Holding Ltd., Apollo Global Management, Inc., Tango Holdings, Inc., Blue Merger Sub, Ltd., and Green Merger Sub, Inc. (incorporated by reference to Exhibit 2.1 to the Form 8-K filed on March 8, 2021).</a>
10.1	<a href="#">Voting Agreement, dated March 8, 2021, by and among Athene Holding Ltd. and the other parties thereto (incorporated by reference to Exhibit 10.1 to the Form 8-K filed on March 8, 2021).</a>
10.2.1	<a href="#">Form of 2019 Share Incentive Plan Nonqualified Stock Option Award Notice and Nonqualified Stock Option Agreement.</a>
10.2.2	<a href="#">Form of 2019 Share Incentive Plan Restricted Share Unit Award Notice (Performance-Based Vesting) and Restricted Share Unit Award Agreement.</a>
10.2.3	<a href="#">Form of 2019 Share Incentive Plan Restricted Share Unit Award Notice (Time-Based Vesting) and Restricted Share Unit Award Agreement.</a>
10.2.4	<a href="#">Form of 2019 Share Incentive Plan Restricted Share Award Notice (Performance-Based Vesting) and Restricted Share Award Agreement.</a>
10.2.5	<a href="#">Form of 2019 Share Incentive Plan Restricted Share Award Notice and Restricted Share Award Agreement.</a>
10.2.6	<a href="#">Form of Restricted Cash Award Agreement.</a>
31.1	<a href="#">Principal Executive Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
31.2	<a href="#">Principal Financial Officer Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
32.1	<a href="#">Principal Executive Officer Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
32.2	<a href="#">Principal Financial Officer Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
101.INS	XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL 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.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

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**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 duly authorized.

**ATHENE HOLDING LTD.**

Date: May 10, 2021

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/s/ Martin P. Klein

Martin P. Klein

Executive Vice President and Chief Financial Officer  
(principal financial officer and duly authorized signatory)

**ATHENE HOLDING LTD.**  
**2019 SHARE INCENTIVE PLAN**

**Nonqualified Stock Option Award Notice**

**[Participant Name]**

You have been awarded an option to purchase Class A common shares of Athene Holding Ltd., a Bermuda exempted company limited by shares (the “Company”), pursuant to the terms and conditions of the Athene Holding Ltd. 2019 Share Incentive Plan (the “Plan”) and the Nonqualified Stock Option Agreement (together with this Award Notice, the “Agreement”). Copies of the Plan and the Nonqualified Stock Option Agreement are attached hereto. Capitalized terms not defined herein shall have the meanings specified in the Plan or the Agreement.

Option: You have been awarded an Option to purchase from the Company **[Number of Awards Granted]** Class A common shares, par value \$0.001 per share (the “Common Shares”), subject to adjustment as provided in Section 4.2 of the Agreement.

Option Date: [Grant Date]

Vesting Inception Date: January 1 of the year of grant

Exercise Price: \$[Grant Date FMV] per share, subject to adjustment as provided in Section 4.2 of the Agreement.

Vesting Schedule: Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company or any of its Subsidiaries, the Option shall vest and become exercisable on (i) the one-year anniversary of the Vesting Inception Date with respect to one-third of the number of shares subject thereto on the Option Date, (ii) on the two-year anniversary of the Vesting Inception Date with respect to an additional one-third of the number of shares subject thereto on the Option Date and (iii) on the three-year anniversary of the Vesting Inception Date with respect to the remaining one-third of the number of shares subject thereto on the Option Date, in each case, provided you have not experienced a Termination of Relationship prior to such date.

Expiration Date: Except to the extent earlier terminated pursuant to Section 2.2 of the Agreement or earlier exercised pursuant to Section 2.3 of the Agreement, the Option shall terminate at 5:00 p.m., U.S. Central time, on the ten-year anniversary of the Option Date.

**ATHENE HOLDING LTD.**

Name: James R. Belardi  
Title: CEO, Athene Holding Ltd.

Acknowledgment, Acceptance and Agreement:

By signing below and returning this Award Notice to Athene Holding Ltd. at the address stated herein, I hereby acknowledge receipt of the Agreement and the Plan, voluntarily accept the Option granted to me, confirm I have read this Agreement, and agree to be bound by the terms and conditions of the Agreement and the Plan.

[Electronic Signature]

\_\_\_\_\_  
[Participant Name]

\_\_\_\_\_  
[Acceptance Date]

**Athene Holding Ltd.  
c/o Athene Employee Services, LLC  
Attn: Kristi Burma, EVP of Human Resources  
7700 Mills Civic Parkway  
West Des Moines, IA 50266-3862**

**Athene Holding Ltd.  
2019 Share Incentive Plan**

**Nonqualified Stock Option Agreement**

Athene Holding Ltd., a Bermuda exempted company limited by shares (the “Company”), hereby grants to the individual (“Optionee”) named in the award notice attached hereto (the “Award Notice”) as of the “Option Date” (as defined in the Award Notice), pursuant to the provisions of the Athene Holding Ltd. 2019 Share Incentive Plan (the “Plan”), a nonqualified stock option (the “Option”) to purchase from the Company the number of the Company’s Class A common shares, par value \$0.001 per share (“Common Shares”), set forth in the Award Notice at the price per share set forth in the Award Notice (the “Exercise Price”), upon and subject to the terms and conditions set forth below, in the Award Notice and in the Plan. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Option Subject to Acceptance of Agreement. The Option shall be null and void unless Optionee shall accept this Agreement by executing the Award Notice in the space provided therefor and returning an original execution copy of the Award Notice to the Company (or electronically accepting this Agreement pursuant to procedures established by the Committee). Optionee acknowledges, understands and agrees that Optionee’s acceptance of the Option is voluntary and is not a condition of Optionee’s employment (continued or otherwise) with the Company or any of its Subsidiaries.

2. Time and Manner of Exercise of Option.

2.1. Maximum Term of Option. In no event may the Option be exercised, in whole or in part, after the expiration date set forth in the Award Notice (the “Expiration Date”).

2.2. Vesting and Exercise of Option. The Option shall become vested and exercisable in accordance with the Vesting Schedule set forth in the Award Notice. The Option shall be exercisable following a Termination of Relationship according to the following terms and conditions:

(a) Termination of Relationship due to Death or Disability. If Optionee experiences a Termination of Relationship by reason of Optionee’s death or Disability (as defined below), the Option shall become immediately and fully vested as of the date of such Termination of Relationship and may thereafter be exercised by Optionee or Optionee’s executor, administrator, legal representative, guardian or similar person until and including the earlier to occur of (i) the date which is one (1) year after the date of such Termination of Relationship and (ii) the Expiration Date.

(b) Termination by Company for Cause. Notwithstanding anything to the contrary in the Award Notice or this Agreement, if Optionee experiences a Termination of Relationship by reason of the Company’s termination of Optionee’s employment for Cause (as

defined below), then the Option, whether or not vested, shall terminate immediately upon such Termination of Relationship and shall no longer be exercisable as of the date of such Termination of Relationship.

(c) Termination of Relationship by the Company Other than for Cause, Death or Disability or by Optionee. If Optionee experiences a Termination of Relationship for any reason other than those described in Sections 2.2(a), (b) and (d), the Option, to the extent vested on the effective date of such Termination of Relationship, may thereafter be exercised by Optionee until and including the earlier to occur of (i) the date which is ninety (90) days after the date of such Termination of Relationship and (ii) the Expiration Date. The Option, to the extent unvested on the effective date of such Termination of Relationship, shall terminate and no longer be exercisable as of the effective date of such Termination of Relationship.

(d) Termination of Relationship Following a Change in Control. Notwithstanding anything to the contrary in Section 2.2(c), if Optionee experiences a Termination of Relationship due to (i) an involuntary termination by the Company without Cause or (ii) resignation by Optionee for Good Reason (as defined below), in each case, within eighteen (18) months following a Change in Control, the Option shall become immediately and fully vested as of the date of such Termination of Relationship and may thereafter be exercised by Optionee until and including the earlier to occur of (i) the date which is ninety (90) days after the date of such Termination of Relationship and (ii) the Expiration Date.

### 2.3. Method of Exercise.

(a) Exercise Procedures. Subject to the limitations set forth in this Agreement, the Option, to the extent vested, may be exercised by Optionee (a) by delivering to the Company an exercise notice in the form prescribed by the Company specifying the number of whole Common Shares to be purchased and by accompanying such notice with payment therefor in full (or by arranging for such payment to the Company's satisfaction) in cash or by one of the following methods of payment, subject to Section 2.3(b): (i) delivery to the Company (either actual delivery or by attestation procedures established by the Company) of Common Shares having an aggregate Fair Market Value, determined as of the date of exercise, equal to the aggregate purchase price payable pursuant to the Option by reason of such exercise; (ii) authorizing the Company to withhold whole Common Shares which would otherwise be delivered having an aggregate Fair Market Value, determined as of the date of exercise, equal to the aggregate purchase price payable pursuant to the Option by reason of such exercise; (iii) except as may be prohibited by applicable law, in cash by a broker-dealer acceptable to the Company to whom Optionee has submitted an irrevocable notice of exercise; or (iv) a combination of cash, (i), (ii) and (iii), and (b) by executing such documents as the Committee may request. Any fraction of a Common Share which would be required to pay such purchase price shall be disregarded and the remaining amount due shall be paid in cash by Optionee. No Common Shares shall be issued or delivered until the full purchase price therefor and any withholding taxes thereon, as described in Section 4.1, have been paid.

(b) Automatic Exercise. Notwithstanding the foregoing, if the Fair Market Value of a Common Share on the Expiration Date or, if applicable, the earlier termination date of

the Option in accordance with Sections 2.2(a), 2.2(c) or 2.2(d) (each, a “Covered Termination Event”) exceeds the Exercise Price per share of the Option, then to the extent the Option has not theretofore been exercised, expired or otherwise terminated, the Company shall cause the Option to be automatically exercised immediately prior to its termination on the Expiration Date or, if applicable, following the earlier Covered Termination Event, and to provide for the full Exercise Price and related withholding taxes thereon (as described in Section 4.1) to be satisfied through a cash payment, except as prohibited by applicable law, through the sale of Common Shares that would otherwise be delivered to the Optionee having an aggregate Fair Market Value, determined as of the date of exercise, equal to the amount necessary to satisfy the Exercise Price and the withholding taxes thereon; provided, however, if the forgoing method for the payment of the Exercise Price and the withholding taxes thereon is prohibited by applicable law, then the payment of the Exercise price and related withholding taxes shall be satisfied by withholding Common Shares that would otherwise be delivered to the Optionee having an aggregate Fair Market Value, determined as of the date of exercise, equal to the amount necessary to satisfy the Exercise Price and the withholding taxes thereon. This Section is intended to constitute a written plan pursuant to Rule 10b5-1(c) under the Securities Exchange Act of 1934.

2.4. Termination of Option. In no event may the Option be exercised after it terminates as set forth in this Section 2.4. The Option shall terminate, to the extent not earlier terminated pursuant to Section 2.2 or exercised pursuant to Section 2.3, on the Expiration Date. Upon the termination of the Option, the Option and all rights hereunder shall immediately become null and void.

2.5. Definitions.

(a) “Cause” means: (i) if Optionee is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a Termination of Relationship by the Company, any of its Subsidiaries or the Asset Management Company based on Optionee’s (A) commission of a felony or a crime of moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (B) commission of a willful and material act of dishonesty involving the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (C) material non-curable breach of the Optionee’s obligations hereunder or any other agreement entered into between the Optionee and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (D) breach of the Company’s policies or procedures (or the policies or procedures of any of its Subsidiaries, the Asset Management Company or any of the Company’s or their respective Affiliates which are applicable to the Optionee) that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (E) willful misconduct or gross negligence which causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (F) violation of a fiduciary duty of loyalty to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates that causes

material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (G) knowing attempt to obstruct or knowing failure to cooperate with any investigation authorized by the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any governmental or self-regulatory entity; (H) disqualification or bar by any governmental or self-regulatory authority or the Optionee's loss of any governmental or self-regulatory license that is reasonably necessary for the Optionee to perform his/her duties to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (I) any directive has been made by any governmental or self-regulatory authority to terminate the Optionee; or (J) failure to cure a material breach of his or her obligations under the Plan, this Agreement or any other agreement entered into between the Optionee and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates within 30 days after written notice of such breach. For the avoidance of doubt, the termination of Optionee's service with the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates for Cause shall constitute Cause under this Agreement.

(b) "Disability" means: (i) if Optionee is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a physical or mental impairment which, as reasonably determined by the Committee (or, if the Optionee is not subject to Section 16 of the Exchange Act, the Company), renders the Optionee unable to perform the essential functions of his or her employment with his or her employer, even with reasonable accommodation that does not impose an undue hardship on his or her employer, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.

(c) "Good Reason" means: (i) if Optionee is at the time of termination a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a Termination of Relationship by the Optionee following: (A) a reduction of greater than 10% in the Optionee's annual base salary or bonus potential under any bonus plan maintained by the Asset Management Company (if the Optionee is employed by the Asset Management Company), the Company or any of its Subsidiaries that employs the Optionee (but not including any diminution related to a broader compensation reduction that is not limited to any particular employee or executive); or (B) any material adverse change in the Optionee's title, authority, duties, or responsibilities or the assignment to the Optionee of any duties or responsibilities inconsistent in any material respect with those customarily associated with the position of the Optionee; provided, however, that none of the events described in the foregoing clauses (A) and (B) shall constitute Good Reason unless the Optionee shall have notified the Company in writing describing the events which constitute Good Reason within 45 days after the occurrence of such events and then only if the relevant employer shall have failed to cure such events within 60 days after the Company's receipt of such written notice.

3. Transfer Restrictions and Investment Representations.

3.1. Nontransferability of Option. The Option may not be transferred by Optionee other than by will or the laws of descent and distribution, pursuant to the designation of one or more beneficiaries on the form prescribed by the Committee or, to the extent permitted by the Committee, to a trust or entity established by Optionee for estate planning purposes. During Optionee's lifetime, the Option is exercisable only by Optionee, unless Optionee becomes subject to a Disability in which case, the Option may be exercised by Optionee's designated beneficiary or if no beneficiary has been designated in writing, by Optionee's executors or administrators. Except as permitted by this Section 3.1, the Option may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Option, the Option and all rights hereunder shall immediately become null and void.

3.2. Investment Representation. Optionee hereby represents and covenants that (a) any Common Shares purchased upon exercise of the Option will be purchased for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), unless such purchase has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, Optionee shall submit a written statement, in a form satisfactory to the Company, to the effect that such representation (i) is true and correct as of the date of any purchase of any shares hereunder or (ii) is true and correct as of the date of any sale of any such shares, as applicable. As a further condition precedent to any exercise of the Option, Optionee shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance or delivery of the shares and, in connection therewith, shall execute any documents which the Company shall in its sole discretion deem necessary or advisable.

#### 4. Additional Terms and Conditions.

##### 4.1. Withholding Taxes.

(a) As a condition precedent to the issuance of Common Shares following the exercise of all or any portion of the Option, Optionee shall, upon request by the Company, pay to the Company in addition to the purchase price of the shares, such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the "Required Tax Payments") with respect to such exercise of the Option. If Optionee shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to Optionee.

(b) Subject to Section 2.3(b), Optionee may elect to satisfy his or her obligation to advance the Required Tax Payments by a cash payment to the Company or by any of the following means: (i) authorizing the Company to withhold whole shares of Common Shares which would otherwise be delivered to Optionee upon exercise of the Option having an

aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the “Tax Date”), equal to the Required Tax Payments, (ii) delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole Common Shares having an aggregate Fair Market Value, on the Tax Date, equal to the Required Tax Payments, (iii) except as may be prohibited by applicable law, a cash payment by a broker-dealer acceptable to the Company to whom Optionee has submitted an irrevocable notice of exercise, or (iv) any combination of foregoing. Common Shares to be delivered or withheld may not have a Fair Market Value in excess of the Required Tax Payments calculated using the highest statutory rates in the relevant jurisdictions, provided that the withholding rate does not have an adverse accounting impact on the Company. Any fraction of a Common Share which would be required to satisfy any such obligation shall be rounded up to the nearest whole number. No Common Share or certificate representing a Common Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

4.2. Adjustment. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation) that causes the per share value of a Common Share to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the number and class of securities subject to the Option and the Exercise Price shall be appropriately adjusted by the Committee, such adjustment to be made in accordance with Section 409A of the Code. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of Optionee. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

4.3. Compliance with Applicable Law. The Option is subject to the condition that if the listing, registration or qualification of the shares subject to the Option upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action incidental thereto is necessary or desirable as a condition of, or in connection with, the purchase or issuance of shares hereunder, the Option may not be exercised, in whole or in part, and such shares may not be issued, unless such listing, registration, qualification, consent, approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company.

4.4. Issuance or Delivery of Shares. Upon the exercise of the Option, in whole or in part, the Company shall promptly issue or deliver, subject to the conditions of this Agreement, the number of Common Shares purchased against full payment therefor. Such issuance shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance, except as otherwise provided in Section 4.1.

4.5. Option Confers No Rights as Shareholder. Optionee shall not be entitled to any privileges of ownership with respect to the shares subject to the Option unless and until such shares are purchased and issued upon the exercise of the Option, in whole or in part, and Optionee becomes a shareholder with respect to such issued shares. Optionee shall not be considered a shareholder of the Company with respect to any such shares not so purchased and issued.

4.6. Option Confers No Rights to Continued Employment. In no event shall the granting of the Option or its acceptance by Optionee, or any provision of this Agreement or the Plan, give or be deemed to give Optionee any right to continued employment by the Company, the Asset Management Company or any of their Subsidiaries or affiliates or affect in any manner the right of the Company, the Asset Management Company or any of their Subsidiaries or affiliates to terminate the employment of any person at any time.

4.7. Decisions of Board or Committee. The Committee (or Board, as applicable) shall have the right to resolve all questions which may arise in connection with the Option or its exercise. Any interpretation, determination or other action made or taken by the Committee (or Board, as applicable) regarding the Plan, the Award Notice or this Agreement shall be final, binding and conclusive.

4.8. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of Optionee, acquire any rights hereunder in accordance with this Agreement or the Plan.

4.9. Notices. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Athene Holding Ltd., c/o Athene Employee Services, LLC, Attn: Kristi Burma, EVP of Human Resources, 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862, and if to Optionee, to the last known mailing address of Optionee contained in the records of the Company. All notices, requests or other communications provided for in this Agreement shall be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication shall be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party entitled thereto if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it shall be deemed to be received on the next succeeding business day of the Company.

4.10. Governing Law; Jurisdiction; Venue. This Agreement, the Option and all determinations made and actions taken pursuant hereto and thereto, to the extent not governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws. Optionee and the Company hereby agree that all legal proceedings arising out of or in connection with (a) this Agreement; and/or (b) any other restricted share/stock, restricted share/stock unit or option agreement(s) entered into between (i) Optionee and (ii) the Company, shall be brought

exclusively in the state and federal courts in the State of Delaware. Optionee and the Company each irrevocably consent to, and agree not to challenge, the exclusive jurisdiction and exclusive venue of the state and federal courts in the State of Delaware.

4.11. Agreement Subject to the Plan. This Agreement is subject to the provisions of the Plan and shall be interpreted in accordance therewith. In the event that the provisions of this Agreement and the Plan conflict, the Plan shall control. The Optionee hereby acknowledges receipt of a copy of the Plan.

4.12. Entire Agreement. This Agreement, including the Award Notice, and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof.

4.13. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

4.14. Amendment and Waiver. The provisions of this Agreement may not be amended without the written consent of Optionee where such amendment would materially impair Optionee's rights under this Agreement. No course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

4.15. Counterparts. The Award Notice may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

4.16. Option Subject to Clawback and Reduction for 280G. The Option and any Common Shares, other securities or other property delivered pursuant to the Option or otherwise (including any payment, benefit or distribution of any type to or for the benefit of the Optionee which is paid, payable, provided or to be provided, distributed or distributable pursuant to any other agreement, arrangement, plan or program) are subject to (a) forfeiture, recovery by the Company or other action pursuant to any clawback or recoupment policy in effect as of the Option Date or which the Company may adopt from time to time as required by applicable law, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder and (b) reduction pursuant to the Company's Policy on Limitations of Benefits Contingent Upon a Change in Control, in effect as of the Option Date, to avoid the potential adverse tax consequences that may be imposed on the Company or the Optionee pursuant to Section 280G and/or Section 4999 of the Code.

**5. Protective Covenants.**

**5.1. Confidential Information.**

(a) Optionee shall not disclose or use at any time any Confidential Information (as defined below) of which Optionee is or becomes aware, whether or not such information is developed by Optionee, except to the extent that such disclosure or use is directly related to and required by Optionee's performance in good faith of duties for the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates. Optionee shall take all appropriate steps to safeguard Confidential Information in Optionee's possession and to protect it against disclosure, misuse, espionage, loss and theft. Optionee shall deliver to the Company upon Optionee's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, its Subsidiaries, the Asset Management Company or any of their respective Affiliates which Optionee may then possess or have under his or her control. Notwithstanding the foregoing, Optionee may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by Optionee while providing services to the Company, its Subsidiaries, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by Optionee in breach of this Agreement) in a form generally available to the public prior to the date Optionee proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(b) Optionee understands that nothing contained in this Agreement limits Optionee's ability to report possible violations of law or regulation to, or file a charge or

complaint with, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission (“Government Agencies”). Optionee further understands that this Agreement does not limit Optionee’s ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Agreement shall limit Optionee’s ability under applicable United States federal law to (i) disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (ii) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

## 5.2. Restriction on Competition.

(a) Optionee acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the “Protected Companies”), he or she has become familiar, or will become familiar, with the Protected Companies’ trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. Optionee agrees that if Optionee were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for Optionee not to rely on or use the Protected Companies’ trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies’ trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies’ relationships and goodwill with customers, during the Restricted Period, Optionee will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase “directly or indirectly through any other Person engage in” shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, “Restricted Area” means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of Optionee’s Termination of Relationship (provided that as of the date of Optionee’s Termination of Relationship, to the knowledge of Optionee, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of Optionee’s Termination of Relationship). For purposes of this Agreement, “Competing Business” means a Person that at any time during Optionee’s period of service has competed, or any time during the twelve (12) month period following the date of Optionee’s Termination of Relationship begins competing

with the Protected Companies anywhere in the Restricted Area and in the business of (i) retail annuities, (ii) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (iii) reinsuring blocks of existing annuity business, (iv) issuing funding agreements or participating in a funding agreement backed note program, (v) pension risk transfer transactions, (vi) managing investments held by ceding companies pursuant to funds withheld and/or modified coinsurance contracts with their affiliates, (vii) managing investments in the life insurance industry, or (viii) any other significant business conducted by the Protected Companies as of the date of Optionee's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after Optionee's Termination of Relationship (provided that as of the date of Optionee's Termination of Relationship, to the knowledge of Optionee, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means Optionee's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following Optionee's Termination of Relationship with respect to any Optionee with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following Optionee's Termination of Relationship with respect to any Optionee with a title of SVP at the time of the Termination of Relationship and (C) six (6) months following Optionee's Termination of Relationship with respect to any Optionee with a title of VP at the time of the Termination of Relationship.

(b) Nothing herein shall prohibit Optionee from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as Optionee has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and Optionee does not provide services to, or have any responsibilities regarding, the Competing Business.

5.3. Non-Solicitation of Employees and Consultants. During Optionee's period of service and for a period of twelve (12) months after the date of Optionee's Termination of Relationship, Optionee shall not directly or indirectly through any other Person (a) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (b) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

5.4. Non-Solicitation of Customers. During Optionee's period of service and for a period of twelve (12) months after the date of Optionee's Termination of Relationship, Optionee shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from the Protected Companies, and Optionee will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected

Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand (collectively, “Protected Company Clients”); provided, however, that this provision shall not apply to any Protected Company Clients for whom Optionee does not in the course of Optionee services to the Company or any Protected Company (a) perform services on behalf of the Company or any of the Protected Companies, or (b) have contact or acquire or have access to confidential information or other competitively advantageous information as a result of or in connection with Optionee’s services to Company.

5.5. Understanding of Covenants. Optionee represents and agrees that he or she (a) is familiar with and carefully considered the foregoing covenants set forth in this Section 5 (together, the “Restrictive Covenants”), (b) is fully aware of his or her obligations hereunder, (c) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (d) agrees that the Restrictive Covenants are necessary to protect the Protected Companies’ confidential and proprietary information, good will, stable workforce and customer relations, and (e) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 5 regardless of whether Optionee is then entitled to receive severance pay or benefits from any of the Protected Companies. Optionee understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), Optionee does not believe would prevent him or her from otherwise earning a living. Optionee agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of Optionee.

5.6. Enforcement. Optionee agrees that Optionee’s services are unique and that he or she has access to Confidential Information. Accordingly, Optionee agrees that a breach by Optionee of any of the Restrictive Covenants would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, Optionee agrees that in the event of any breach or threatened breach of any provision of this Section 5, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 5, as the case may be, or require Optionee to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 5, if and when final judgment of a court of competent jurisdiction is so entered against Optionee. Optionee further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of Optionee’s Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 5, shall be extended by the same amount of time that Optionee is in breach of any Restrictive Covenant.

**ATHENE HOLDING LTD.**  
**2019 SHARE INCENTIVE PLAN**

**Restricted Share Unit Award Notice (Performance-Based Vesting)**

**[Participant Name]**

You have been awarded a restricted share unit award with respect to Class A common shares of Athene Holding Ltd., a Bermuda exempted company limited by shares (the “Company”), pursuant to the terms and conditions of the Athene Holding Ltd. 2019 Share Incentive Plan (the “Plan”) and the Restricted Share Unit Award Agreement (together with this Award Notice, the “Agreement”). Copies of the Plan and the Restricted Share Unit Award Agreement are attached hereto. Capitalized terms not defined herein shall have the meanings specified in the Plan or the Agreement.

**RSU Award:** Subject to the terms and conditions of the Plan and this Agreement, this Award entitles you to receive [**Number of Awards Granted**] Class A common shares, par value \$0.001 per share, of the Company (the “Common Shares”) if the Company achieves the target level of performance with respect to the Performance Measures set forth below (the “Target Common Shares”). The actual number of Common Shares you are entitled to receive shall be based on the attainment of the applicable Performance Measures and your continued employment through the Vesting Date, each as described below. References in the Agreement to Common Shares shall also include references to the cash equivalent thereof.

If the Company achieves the following level of performance:	Then, you will become vested in the following percentage of the Target Common Shares:
Minimum	[__]%
Target	[__]%
Maximum	[__]%

If the Company achieves a level of performance between any two performance levels in the above table, you will vest in a percentage of the Target Common Shares that will be determined based on linear interpolation between the applicable performance levels.

**Grant Date:** [Grant Date]

**Performance Period:** The three (3) consecutive fiscal years of the Company beginning on January 1 of the year of grant.

Performance Measures: With respect to [ ]% of the Target Common Shares, the Performance Measure will be based on the cumulative Adjusted Operating Income Available to Common Shareholders over the Performance Period, excluding the results of the Company's equity interests in the Apollo Operating Group (the "Operating Income Performance Measure"). With respect to the other [ ]% of the Target Common Shares, the Performance Measure will be based on the Adjusted Book Value Per Common Share as of the end of the Performance Period (the "Adjusted Book Value Performance Measure").

For this purpose, Adjusted Operating Income Available to Common Shareholders and Adjusted Book Value Per Common Share have the same meanings as disclosed in the Company's financial statements and reports filed with the U.S. Securities Exchange Commission (the "SEC"); provided, however, that (i) any one or both shall be amended or adjusted to reflect changes in law or accounting principles and (ii) the Adjusted Book Value Performance Measure shall be amended or adjusted to reflect any variance in actual versus expected results for the equity interests in the Apollo Operating Group included in the Company's strategic plan for fiscal years [ ] through [ ].

Vesting Conditions: Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company or any of its Subsidiaries, the number of Common Shares subject to the Award shall vest, if at all, on the February 28th immediately following the end of the Performance Period (the "Vesting Date") based on the attainment of the Performance Measures during the Performance Period as set forth below and provided that you have not had a Termination of Relationship prior to the Vesting Date. The number of Common Shares subject to the Award that vest based upon the attainment of Performance Measures between Minimum, Target and Maximum levels shall be determined by interpolation between the applicable performance levels.

Applicable Performance Measures	If the Company attains the following level of performance,	Then, you will become vested in the following percentage of Target Common Shares subject to the applicable Performance Measure
With respect to the [__]% of the Target Common Shares subject to the Operating Income Performance Measure	Minimum of \$[__]	[__]%
	Target of \$[__]	[__]%
	Maximum of \$[__]	[__]%
<hr/>		
With respect to the [__]% of the Target Common Shares subject to the Adjusted Book Value Performance Measure	Minimum of \$[__]	[__]%
	Target of \$[__]	[__]%
	Maximum of \$[__]	[__]%

If you experience a Termination of Relationship before the Vesting Date for any reason, the Award shall be forfeited and shall be canceled by the Company except as follows:

- 1) Death or Disability. If your Termination of Relationship is due to your death or Disability (as defined below), the Award shall become immediately and fully vested as of the effective date of such Termination of Relationship with respect to the Target Common Shares; provided, however, if you experience a Termination of Relationship due to death or Disability following the conclusion of the Performance Period but prior to the Vesting Date, the Award shall become vested based on the actual level of performance measured through the end of the Performance Period, as calculated above;
- 2) Retirement. If your Termination of Relationship is due to your Retirement (as defined below), the Performance Period shall continue through the last day thereof and you will be eligible for a prorated Award, payable no later than the March 15th immediately following the end of the Performance Period. The Award shall become vested based on actual performance as set forth in the table above and shall be prorated based on the number of days that have elapsed between the first day of the Performance Period and the date of your Termination of Relationship relative to the total number of days in the Performance Period; and
- 3) Change in Control. If your Termination of Relationship occurs within eighteen (18) months following a Change in Control and is due to (i) an involuntary termination by the Company without

Cause (as defined below) or (ii) a resignation by you for Good Reason (as defined below), the Award shall become vested as of the effective date of such Termination of Relationship with respect to the Target Common Shares; provided, however, if you experience such a Termination of Relationship following the conclusion of the Performance Period but prior to the Vesting Date, the Award shall become vested based on the greater of (a) target level of performance and (b) actual level of performance measured through the end of the Performance Period, as calculated above.

For the avoidance of doubt, any portion of the Award which does not become vested on the Vesting Date (or, if earlier as of the date of your Termination of Relationship pursuant to the paragraphs (1), (2) or (3) above) shall be forfeited and canceled by the Company immediately thereafter.

Definitions: For purposes of this Agreement, the following definitions shall apply:

- 1) “Cause” means: (i) if at the time of termination you are a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a Termination of Relationship by the Company, any of its Subsidiaries or the Asset Management Company based on (A) your commission of a felony or a crime of moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (B) your commission of a willful and material act of dishonesty involving the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (C) your material non-curable breach of the your obligations under the Plan, this Agreement or any other agreement entered into between you and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (D) your breach of the Company’s policies or procedures (or the policies or procedures of any of its Subsidiaries, the Asset Management Company or any of the Company’s or their respective Affiliates which are applicable to you) that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (E) your willful misconduct or gross negligence which causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (F) your violation of a fiduciary duty of loyalty to the Company, any of its

Subsidiaries, the Asset Management Company or any of their respective Affiliates that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (G) your knowing attempt to obstruct or knowing failure to cooperate with any investigation authorized by the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any governmental or self-regulatory entity; (H) your disqualification or bar by any governmental or self-regulatory authority or the loss of any governmental or self-regulatory license that is reasonably necessary for you to perform your duties to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (I) any directive made by any governmental or self-regulatory authority to terminate your services; or (J) your failure to cure a material breach of your obligations under the Plan, this Agreement or any other agreement entered into between you and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates within 30 days after written notice of such breach. For the avoidance of doubt, the termination of your service with the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates for Cause shall constitute Cause under this Agreement.

- 2) “Disability” means: (i) if at the time of termination you are party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a physical or mental impairment which, as reasonably determined by the Committee (or, if you are not subject to Section 16 of the Exchange Act, the Company), renders you unable to perform the essential functions of your employment with your employer, even with reasonable accommodation that does not impose an undue hardship on your employer, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.
- 3) “Good Reason” means: (i) if at the time of termination you are a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and

- (ii) in all other cases, a Termination of Relationship by you following: (A) a reduction of greater than 10% in your annual base salary or bonus potential under any bonus plan maintained by the Asset Management Company (if you are employed by the Asset Management Company), the Company or any of its Subsidiaries that employs you (but not including any diminution related to a broader compensation reduction that is not limited to any particular employee or executive); or (B) any material adverse change in your title, authority, duties, or responsibilities or the assignment to you of any duties or responsibilities inconsistent in any material respect with those customarily associated with your position; provided, however, that none of the events described in the foregoing clauses (A) and (B) shall constitute Good Reason unless you shall have notified the Company in writing describing the events which constitute Good Reason within 45 days after the occurrence of such events and then only if the relevant employer shall have failed to cure such events within 60 days after the Company's receipt of such written notice.
- 4) “Retirement” means: a Termination of Relationship other than for Cause on or after your attainment of age 60 with at least five (5) consecutive years of employment or service with the Company or its affiliates immediately prior to your Retirement.

**ATHENE HOLDING LTD.**

Name: James R. Belardi  
Title: CEO, Athene Holding Ltd.

Acknowledgment, Acceptance and Agreement:

By signing below and returning this Award Notice to Athene Holding Ltd. at the address stated herein, I hereby acknowledge receipt of the Agreement and the Plan, voluntarily accept the Award granted to me, confirm that I have read this Agreement, and agree to be bound by the terms and conditions of the Agreement and the Plan.

[Electronic Signature]

\_\_\_\_\_  
[Participant Name]

\_\_\_\_\_  
[Acceptance Date]

*Athene Holding Ltd.  
c/o Athene Employee Services, LLC  
Attn: Kristi Burma, EVP of Human Resources  
7700 Mills Civic Parkway  
West Des Moines, IA 50266-3862*

**ATHENE HOLDING LTD.**  
**2019 SHARE INCENTIVE PLAN**

**Restricted Share Unit Award Agreement**

Athene Holding, Ltd., a Bermuda exempted company limited by shares (the “Company”), hereby grants to the individual (the “Holder”) named in the award notice attached hereto (the “Award Notice”) as of the “Grant Date” (as defined in the Award Notice), pursuant to the provisions of the Athene Holding Ltd. 2019 Share Incentive Plan (the “Plan”), a restricted share unit award (the “Award”) with respect to the number of the Company’s Class A common shares, par value \$0.001 per share (the “Common Shares”), set forth in the Award Notice, upon and subject to the restrictions, terms and conditions set forth below, in the Award Notice and in the Plan. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Award Subject to Acceptance of Agreement. The Award shall be null and void unless Holder shall accept this Agreement by executing it in the space provided therefor and returning an original execution copy of the Award Notice to the Company (or electronically accepting this Agreement pursuant to procedures established by the Committee). Holder acknowledges, understands and agrees that Holder’s acceptance of the Award is voluntary and is not a condition of Holder’s employment (continued or otherwise) with the Company or any of its Subsidiaries.

2. Restriction Period and Vesting. Except as otherwise provided in this Agreement, the Award shall vest in accordance with the vesting schedule set forth in the Award Notice (the “Vesting Schedule”).

3. Settlement of Award.

(a) Subject to Sections 5.1 and 5.15, as soon as practicable after the vesting of all or a portion of the Award (but not later than the March 15th occurring immediately after the year in which the Holder’s substantial risk of forfeiture with respect to the Award lapses), the Company shall settle the Award, subject to the conditions of this Agreement, with respect to the number of Common Shares so vested. Settlement shall be made by issuance of the number of Common Shares subject to the Award so vested and such issuance shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company and the Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance, except as otherwise provided in Section 5.1. Any fraction of a Common Share which would otherwise be issuable upon settlement of the Award shall be rounded up to the nearest whole number. The Holder shall pay promptly (and in any event no later than five (5) days after the settlement date) \$0.001 per Common Share issued in settlement of the Award to the Company in a lump sum in cash. Except as set forth in this Agreement, Holder shall not be entitled to any voting rights or other privileges of ownership with respect to Common Shares subject to the Award unless and until the Award become vested and settled pursuant to Section 2 and this Section 3. Prior to the settlement of the Award, Holder shall have only the status of a general unsecured creditor of the Company and shall have no direct or secured claim in any specific assets of the Company or in any Common Shares.

(b) Dividend Equivalents. In the event that the Company pays a dividend on its Common Shares, which dividend record date is prior to the date on which all or any portion of this Award is settled, then subject to Section 5.1, the Company shall pay to Holder, each time all or any portion of the Award is settled (or, subject to Section 3(a), the payment date for the dividend, if later) an amount in cash equal to the aggregate ordinary cash dividends that would have been paid on the equivalent number of Common Shares subject to the portion of the Award being settled (the “Dividend Equivalent Shares”) during the period between the Grant Date and such settlement date had the Dividend Equivalent Shares been held directly by Holder during such period (the “Dividend Equivalents”). No Dividend Equivalents shall be paid prior to the date on which the Award vests and is settled, in whole or in part, and no Dividend Equivalents shall be paid with respect to any Common Shares subject to this Award that have either been settled or forfeited prior to the record date for such ordinary cash dividend.

#### 4. Transfer Restrictions and Investment Representations.

4.1. Nontransferability of Award. The Award may not be transferred by Holder other than by will or the laws of descent and distribution, pursuant to the designation of one or more beneficiaries on the form prescribed by the Committee or, to the extent permitted by the Committee, to a trust or entity established for estate planning purposes. Except as permitted by the foregoing sentence, the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all rights hereunder shall immediately become null and void.

4.2. Investment Representation. Holder hereby represents and covenants that (a) any Common Shares acquired upon the vesting of the Award will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), unless such acquisition has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, Holder shall submit a written statement, in a form satisfactory to the Company, to the effect that such representation (x) is true and correct as of the date of any vesting of any shares hereunder or (y) is true and correct as of the date of any sale of any such shares, as applicable. As a further condition precedent to the delivery to Holder of any Common Shares subject to the Award, Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance or delivery of the shares and, in connection therewith, shall execute any documents which the Committee shall in its sole discretion deem necessary or advisable.

**5. Additional Terms and Conditions.**

**5.1. Withholding Taxes.**

(a) As a condition precedent to the settlement of any Award upon vesting, Holder shall, upon request by the Company, pay to the Company such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the “Required Tax Payments”) with respect to the vesting and settlement of the Award. If Holder shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to Holder.

(b) Holder may elect to satisfy his or her obligation to advance the Required Tax Payments by a cash payment to the Company or authorizing the Company to withhold whole shares of Common Shares which would otherwise be delivered to Holder upon settlement of the Award having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the “Tax Date”), equal to the Required Tax Payments. Withholding may also be satisfied by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Shares having an aggregate Fair Market Value on the Tax Date equal to the Required Tax Payments or any combination of the methods described in this Section 5.1(b). Common Shares to be delivered or withheld may not have a Fair Market Value in excess of the Required Tax Payments calculated using the highest statutory rates in the relevant jurisdictions, provided that the withholding rate does not have an adverse accounting impact on the Company. Any fraction of a Common Share which would be required to satisfy any such obligation shall be rounded up to the nearest whole number. No Common Share or certificate representing a Common Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

5.2. Adjustment. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation or applicable successor guidance) that causes the per share value of a Common Share to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the terms of the Award, including the number and class of securities subject thereto, shall be appropriately adjusted by the Committee. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of Holder. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

5.3. Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the Common Shares subject to the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action incidental thereto is necessary or desirable as a condition of, or in connection with, the delivery of shares hereunder, the Common Shares subject to the Award

shall not be delivered, in whole or in part, unless such listing, registration, qualification, consent, approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company.

5.4. Awards Subject to Clawback and Reduction for 280G. The Award and any Common Shares, other securities, cash or other property delivered pursuant to the Award or otherwise (including any payment, benefit or distribution of any type to or for the benefit of Holder which is paid, payable, provided or to be provided, distributed or distributable pursuant to any other agreement, arrangement, plan or program) are subject to (a) forfeiture, recovery by the Company or other action pursuant to any clawback or recoupment policy in effect as of the Grant Date or which the Company may adopt from time to time as required by applicable law, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder and (b) reduction pursuant to the Company's Policy on Limitations of Benefits Contingent Upon a Change in Control, in effect as of the Grant Date, to avoid the potential adverse tax consequences that may be imposed on the Company or Holder pursuant to Section 280G and/or Section 4999 of the Code.

5.5. Award Confers No Rights to Continued Employment. In no event shall the granting of the Award or its acceptance by Holder, or any provision of this Agreement or the Plan, give or be deemed to give Holder any right to continued employment by the Company, the Asset Management Company or any of their Subsidiaries or affiliates or affect in any manner the right of the Company, the Asset Management Company or any of their Subsidiaries or affiliates to terminate the employment of any person at any time.

5.6. Decisions of Board or Committee. The Committee (or Board, as applicable) shall have the right to resolve all questions which may arise in connection with the Award. Any interpretation, determination or other action made or taken by the Committee (or Board, as applicable) regarding the Plan, the Award Notice or this Agreement shall be final, binding and conclusive.

5.7. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of Holder, acquire any rights hereunder in accordance with this Agreement or the Plan.

5.8. Notices. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Athene Holding Ltd., c/o Athene Employee Services, LLC, Attn: Kristi Burma, EVP of Human Resources, 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862, and if to Holder, to the last known mailing address of Holder contained in the records of the Company. All notices, requests or other communications provided for in this Agreement shall be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication shall be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party entitled thereto if by United States mail

or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it shall be deemed to be received on the next succeeding business day of the Company.

5.9. Governing Law; Jurisdiction; Venue. This Agreement, the Award and all determinations made and actions taken pursuant hereto and thereto, to the extent not governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws. Holder and the Company hereby agree that all legal proceedings arising out of or in connection with (a) this Agreement; and/or (b) any other restricted share/stock, restricted share/stock unit or option award agreement(s) entered into between (i) Holder and (ii) the Company shall be brought exclusively in the state and federal courts in the State of Delaware. Holder and the Company each irrevocably consent to, and agree not to challenge, the exclusive jurisdiction and exclusive venue of the state and federal courts in the State of Delaware.

5.10. Agreement Subject to the Plan. This Agreement is subject to the provisions of the Plan and shall be interpreted in accordance therewith. In the event that the provisions of this Agreement and the Plan conflict, the Plan shall control. Holder hereby acknowledges receipt of a copy of the Plan.

5.11. Entire Agreement. This Agreement, including the Award Notice, and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Holder with respect to the subject matter hereof.

5.12. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

5.13. Amendment and Waiver. The provisions of this Agreement may not be amended without the written consent of Holder where such amendment would materially impair Holder's rights under this Agreement. No course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

5.14. Counterparts. The Award Notice may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

5.15. Section 409A of the Code. This Award is intended to be exempt from or comply with Section 409A of the Code, and shall be interpreted and construed accordingly. Notwithstanding any other provision in this Award, to the extent any payments hereunder constitute nonqualified deferred compensation, within the meaning of Section 409A, then (a) to the extent this Agreement provides for the Award to become vested and be settled upon Holder's Termination of Relationship, the applicable Award shall be settled upon Holder's "separation from service" (within the meaning of Section 409A of the Code) even if the Award vests upon an

earlier Termination of Relationship and (b) if Holder is a specified employee (within the meaning of Section 409A of the Code) as of the date of Holder's separation from service, each such payment that is payable upon Holder's separation from service and would have been paid prior to the six-month anniversary of Holder's separation from service, shall be delayed until the earlier to occur of (i) the six-month anniversary of Holder's separation from service and (ii) the date of Holder's death.

## 6. Protective Covenants.

### 6.1. Confidential Information.

(a) Holder shall not disclose or use at any time any Confidential Information (as defined below) of which Holder is or becomes aware, whether or not such information is developed by Holder, except to the extent that such disclosure or use is directly related to and required by Holder's performance in good faith of duties for the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates. Holder shall take all appropriate steps to safeguard Confidential Information in Holder's possession and to protect it against disclosure, misuse, espionage, loss and theft. Holder shall deliver to the Company upon Holder's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, its Subsidiaries, the Asset Management Company or any of their respective Affiliates which Holder may then possess or have under his or her control. Notwithstanding the foregoing, Holder may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by Holder while providing services to the Company, its Subsidiaries, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by Holder in breach of this Agreement) in a form generally available to the public prior to the date Holder proposes to disclose or use such information.

Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(b) Holder understands that nothing contained in this Agreement limits Holder's ability to report possible violations of law or regulation to, or file a charge or complaint with, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission ("Government Agencies"). Holder further understands that this Agreement does not limit Holder's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Agreement shall limit Holder's ability under applicable United States federal law to (i) disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (ii) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

#### 6.2. Restriction on Competition.

(a) Holder acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. Holder agrees that if Holder were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for Holder not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, Holder will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of Holder's Termination of Relationship (provided

that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of Holder's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at any time during Holder's period of service has competed, or any time during the twelve (12) month period following the date of Holder's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) retail annuities, (ii) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (iii) reinsuring blocks of existing annuity business, (iv) issuing funding agreements or participating in a funding agreement backed note program, (v) pension risk transfer transactions, (vi) managing investments held by ceding companies pursuant to funds withheld and/or modified coinsurance contracts with their affiliates, (vii) managing investments in the life insurance industry, or (viii) any other significant business conducted by the Protected Companies as of the date of Holder's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after Holder's Termination of Relationship (provided that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means Holder's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following Holder's Termination of Relationship with respect to any Holder with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following Holder's Termination of Relationship with respect to any Holder with a title of SVP at the time of the Termination of Relationship and (C) six (6) months following Holder's Termination of Relationship with respect to any Holder with a title of VP at the time of the Termination of Relationship.

(b) Nothing herein shall prohibit Holder from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as Holder has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and Holder does not provide services to, or have any responsibilities regarding, the Competing Business.

6.3. Non-Solicitation of Employees and Consultants. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person (a) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (b) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

6.4. **Non-Solicitation of Customers.** During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from the Protected Companies, and Holder will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand (collectively, "Protected Company Clients"); provided, however, that this provision shall not apply to any Protected Company Clients for whom Holder does not in the course of Holder's services to the Company or any Protected Company (a) perform services on behalf of the Company or any of the Protected Companies, or (b) have contact or acquire or have access to confidential information or other competitively advantageous information as a result of or in connection with Holder's services to Company.

6.5. **Understanding of Covenants.** Holder represents and agrees that he or she (a) is familiar with and carefully considered the foregoing covenants set forth in this Section 6 (together, the "Restrictive Covenants"), (b) is fully aware of his or her obligations hereunder, (c) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (d) agrees that the Restrictive Covenants are necessary to protect the Protected Companies' confidential and proprietary information, good will, stable workforce and customer relations, and (e) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 6 regardless of whether Holder is then entitled to receive severance pay or benefits from any of the Protected Companies. Holder understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), Holder does not believe would prevent him or her from otherwise earning a living. Holder agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of Holder.

6.6. **Enforcement.** Holder agrees that Holder's services are unique and that he or she has access to Confidential Information. Accordingly, Holder agrees that a breach by Holder of any of the Restrictive Covenants would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, Holder agrees that in the event of any breach or threatened breach of any provision of this Section 6, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 6, as the case may be, or require Holder to account for and pay over to the Company all compensation,

profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 6, if and when final judgment of a court of competent jurisdiction is so entered against Holder. Holder further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of Holder's Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 6, shall be extended by the same amount of time that Holder is in breach of any Restrictive Covenant.

**ATHENE HOLDING LTD.**  
**2019 SHARE INCENTIVE PLAN**

**Restricted Share Unit Award Notice (Time-Based Vesting)**

[Participant Name]

You have been awarded a restricted share unit award with respect to Class A common shares of Athene Holding Ltd., a Bermuda exempted company limited by shares (the “Company”), pursuant to the terms and conditions of the Athene Holding Ltd. 2019 Share Incentive Plan (the “Plan”) and the Restricted Share Unit Award Agreement (together with this Award Notice, the “Agreement”). Copies of the Plan and the Restricted Share Unit Award Agreement are attached hereto. Capitalized terms not defined herein shall have the meanings specified in the Plan or the Agreement.

RSU Award: Subject to the terms and conditions of the Plan and this Agreement, this Award entitles you to receive [Number of Awards Granted] Class A common shares, par value \$0.001 per share, of the Company (the “Common Shares”), subject to adjustment as provided in Section 5.2 of the Agreement.

Grant Date: [Grant Date]

Vesting Inception Date: January 1 of the year of grant

Vesting Schedule: Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company or any of its Subsidiaries, the Award shall vest (i) on the one-year anniversary of the Vesting Inception Date with respect to one-third of the number of Common Shares subject thereto on the Grant Date, (ii) on the two-year anniversary of the Vesting Inception Date with respect to an additional one-third of the number of Common Shares subject thereto on the Grant Date and (iii) on the three-year anniversary of the Vesting Inception Date with respect to the remaining one-third of the number of Common Shares subject thereto on the Grant Date, in each case, provided you have not experienced a Termination of Relationship prior to such date.

If you experience a Termination of Relationship prior to the three-year anniversary of the Vesting Inception Date for any reason, the unvested portion of the Award, as of the effective date of your Termination of Relationship, shall be forfeited and shall be canceled by the Company; provided, however, that if your Termination of Relationship is due to

your death or Disability (as defined below), the Award shall become immediately and fully vested as of the effective date of such Termination of Relationship; provided, further, that if your Termination of Relationship is due to (i) an involuntary termination by the Company without Cause (as defined below) or (ii) resignation by you for Good Reason (as defined below) and, in each case, such Termination of Relationship occurs within eighteen (18) months following a Change in Control, the Award shall become immediately and fully vested as of the effective date of such Termination of Relationship.

Definitions: For purposes of this Agreement, the following definitions shall apply:

- 1) “Cause” means: (i) if at the time of termination you are a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a Termination of Relationship by the Company, any of its Subsidiaries or the Asset Management Company based on (A) your commission of a felony or a crime of moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (B) your commission of a willful and material act of dishonesty involving the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (C) your material non-curable breach of the your obligations under the Plan, this Agreement or any other agreement entered into between you and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (D) your breach of the Company’s policies or procedures (or the policies or procedures of any of its Subsidiaries, the Asset Management Company or any of the Company’s or their respective Affiliates which are applicable to you) that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (E) your willful misconduct or gross negligence which causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (F) your violation of a fiduciary duty of loyalty to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (G) your knowing attempt to obstruct or knowing failure to cooperate with

any investigation authorized by the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any governmental or self-regulatory entity; (H) your disqualification or bar by any governmental or self-regulatory authority or the loss of any governmental or self-regulatory license that is reasonably necessary for you to perform your duties to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (I) any directive made by any governmental or self-regulatory authority to terminate your services; or (J) your failure to cure a material breach of your obligations under the Plan, this Agreement or any other agreement entered into between you and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates within 30 days after written notice of such breach. For the avoidance of doubt, the termination of your service with the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates for Cause shall constitute Cause under this Agreement.

- 2) **“Disability”** means: (i) if at the time of termination you are party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a physical or mental impairment which, as reasonably determined by the Committee (or, if you are not subject to Section 16 of the Exchange Act, the Company), renders you unable to perform the essential functions of your employment with your employer, even with reasonable accommodation that does not impose an undue hardship on your employer, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.
- 3) **“Good Reason”** means: (i) if at the time of termination you are a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a Termination of Relationship by you following: (A) a reduction of greater than 10% in your annual base salary or bonus potential under any bonus plan maintained by the Asset Management Company (if you are employed by the Asset Management Company), the Company or any of its Subsidiaries

that employs you (but not including any diminution related to a broader compensation reduction that is not limited to any particular employee or executive); or (B) any material adverse change in your title, authority, duties, or responsibilities or the assignment to you of any duties or responsibilities inconsistent in any material respect with those customarily associated with your position; provided, however, that none of the events described in the foregoing clauses (A) and (B) shall constitute Good Reason unless you shall have notified the Company in writing describing the events which constitute Good Reason within 45 days after the occurrence of such events and then only if the relevant employer shall have failed to cure such events within 60 days after the Company's receipt of such written notice.

**ATHENE HOLDING LTD.**

Name: James R. Belardi  
Title: CEO, Athene Holding Ltd.

Acknowledgment, Acceptance and Agreement:

By signing below and returning this Award Notice to Athene Holding Ltd. at the address stated herein, I hereby acknowledge receipt of the Agreement and the Plan, voluntarily accept the Award granted to me, confirm that I have read this Agreement, and agree to be bound by the terms and conditions of the Agreement and the Plan.

[Electronic Signature]

\_\_\_\_\_  
[Participant Name]

\_\_\_\_\_  
[Acceptance Date]

*Athene Holding Ltd.  
c/o Athene Employee Services, LLC  
Attn: Kristi Burma, EVP of Human Resources  
7700 Mills Civic Parkway  
West Des Moines, IA 50266-3862*

**ATHENE HOLDING LTD.**  
**2019 SHARE INCENTIVE PLAN**

**Restricted Share Unit Award Agreement**

Athene Holding, Ltd., a Bermuda exempted company limited by shares (the “Company”), hereby grants to the individual (the “Holder”) named in the award notice attached hereto (the “Award Notice”) as of the “Grant Date” (as defined in the Award Notice), pursuant to the provisions of the Athene Holding Ltd. 2019 Share Incentive Plan (the “Plan”), a restricted share unit award (the “Award”) with respect to the number of the Company’s Class A common shares, par value \$0.001 per share (the “Common Shares”), set forth in the Award Notice, upon and subject to the restrictions, terms and conditions set forth below, in the Award Notice and in the Plan. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Award Subject to Acceptance of Agreement. The Award shall be null and void unless Holder shall accept this Agreement by executing it in the space provided therefor and returning an original execution copy of the Award Notice to the Company (or electronically accepting this Agreement pursuant to procedures established by the Committee). Holder acknowledges, understands and agrees that Holder’s acceptance of the Award is voluntary and is not a condition of Holder’s employment (continued or otherwise) with the Company or any of its Subsidiaries.

2. Restriction Period and Vesting. Except as otherwise provided in this Agreement, the Award shall vest in accordance with the vesting schedule set forth in the Award Notice (the “Vesting Schedule”).

3. Settlement of Award.

(a) Subject to Sections 5.1 and 5.15, as soon as practicable after the vesting of all or a portion of the Award (but not later than sixty (60) days after each date on which all or a portion of the Award vests), the Company shall settle the Award, subject to the conditions of this Agreement, with respect to the number of Common Shares so vested. Settlement shall be made by issuance of the number of Common Shares subject to the Award so vested and such issuance shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company and the Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance, except as otherwise provided in Section 5.1. Any fraction of a Common Share which would otherwise be issuable upon settlement of the Award shall be rounded up to the nearest whole number. The Holder shall pay promptly (and in any event no later than five (5) days after the settlement date) \$0.001 per Common Share issued in settlement of the Award to the Company in a lump sum in cash. Except as set forth in this Agreement, Holder shall not be entitled to any voting rights or other privileges of ownership with respect to Common Shares subject to the Award unless and until the Award become vested and settled pursuant to Section 2 and this Section 3. Prior to the settlement of the Award, Holder shall have only the status of a general unsecured creditor of the Company and shall have no direct or secured claim in any specific assets of the Company or in any Common Shares.

(b) Dividend Equivalents. In the event that the Company pays a dividend on its Common Shares, which dividend record date is prior to the date on which all or any portion of this Award is settled, then subject to Section 5.1, the Company shall pay to Holder, each time all or any portion of the Award is settled (or, subject to Section 3(a), the payment date for the dividend, if later), an amount in cash equal to the aggregate ordinary cash dividends that would have been paid on the equivalent number of Common Shares subject to the portion of the Award being settled (the “Dividend Equivalent Shares”) during the period between the Grant Date and such settlement date had the Dividend Equivalent Shares been held directly by Holder during such period (the “Dividend Equivalents”). No Dividend Equivalents shall be paid prior to the date on which the Award vests and is settled, in whole or in part, and no Dividend Equivalents shall be paid with respect to any Common Shares subject to this Award that have either been settled or forfeited prior to the record date for such ordinary cash dividend.

#### 4. Transfer Restrictions and Investment Representations.

4.1. Nontransferability of Award. The Award may not be transferred by Holder other than by will or the laws of descent and distribution, pursuant to the designation of one or more beneficiaries on the form prescribed by the Committee or, to the extent permitted by the Committee, to a trust or entity established for estate planning purposes. Except as permitted by the foregoing sentence, the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all rights hereunder shall immediately become null and void.

4.2. Investment Representation. Holder hereby represents and covenants that (a) any Common Shares acquired upon the vesting of the Award will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), unless such acquisition has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, Holder shall submit a written statement, in a form satisfactory to the Company, to the effect that such representation (i) is true and correct as of the date of any vesting of any shares hereunder or (ii) is true and correct as of the date of any sale of any such shares, as applicable. As a further condition precedent to the delivery to Holder of any Common Shares subject to the Award, Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance or delivery of the shares and, in connection therewith, shall execute any documents which the Committee shall in its sole discretion deem necessary or advisable.

#### 5. Additional Terms and Conditions.

##### 5.1. Withholding Taxes.

(a) As a condition precedent to the settlement of any portion of the Award upon vesting, Holder shall, upon request by the Company, pay to the Company such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the “Required Tax Payments”) with respect to the vesting and settlement of the Award. If Holder shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to Holder.

(b) Holder may elect to satisfy his or her obligation to advance the Required Tax Payments by a cash payment to the Company or authorizing the Company to withhold whole shares of Common Shares which would otherwise be delivered to Holder upon settlement of the Award having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the “Tax Date”), equal to the Required Tax Payments. Withholding may also be satisfied by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Shares having an aggregate Fair Market Value on the Tax Date equal to the Required Tax Payments or any combination of the methods described in this Section 5.1(b). Common Shares to be delivered or withheld may not have a Fair Market Value in excess of the Required Tax Payments calculated using the highest statutory rates in the relevant jurisdictions, provided that the withholding rate does not have an adverse accounting impact on the Company. Any fraction of a Common Share which would be required to satisfy any such obligation shall be rounded up to the nearest whole number. No Common Share or certificate representing a Common Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

5.2. Adjustment. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation or applicable successor guidance) that causes the per share value of a Common Share to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the terms of the Award, including the number and class of securities subject thereto, shall be appropriately adjusted by the Committee. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of Holder. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

5.3. Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the Common Shares subject to the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action incidental thereto is necessary or desirable as a condition of, or in connection with, the delivery of shares hereunder, the Common Shares subject to the Award shall not be delivered, in whole or in part, unless such listing, registration, qualification, consent,

approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company.

5.4. Awards Subject to Clawback and Reduction for 280G. The Award and any Common Shares, other securities, cash or other property delivered pursuant to the Award or otherwise (including any payment, benefit or distribution of any type to or for the benefit of Holder which is paid, payable, provided or to be provided, distributed or distributable pursuant to any other agreement, arrangement, plan or program) are subject to (a) forfeiture, recovery by the Company or other action pursuant to any clawback or recoupment policy in effect as of the Grant Date or which the Company may adopt from time to time as required by applicable law, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder and (b) reduction pursuant to the Company's Policy on Limitations of Benefits Contingent Upon a Change in Control, in effect as of the Grant Date, to avoid the potential adverse tax consequences that may be imposed on the Company or Holder pursuant to Section 280G and/or Section 4999 of the Code.

5.5. Award Confers No Rights to Continued Employment. In no event shall the granting of the Award or its acceptance by Holder, or any provision of this Agreement or the Plan, give or be deemed to give Holder any right to continued employment by the Company, the Asset Management Company or any of their Subsidiaries or affiliates or affect in any manner the right of the Company, the Asset Management Company or any of their Subsidiaries or affiliates to terminate the employment of any person at any time.

5.6. Decisions of Board or Committee. The Committee (or Board, as applicable) shall have the right to resolve all questions which may arise in connection with the Award. Any interpretation, determination or other action made or taken by the Committee (or Board, as applicable) regarding the Plan, the Award Notice or this Agreement shall be final, binding and conclusive.

5.7. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of Holder, acquire any rights hereunder in accordance with this Agreement or the Plan.

5.8. Notices. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Athene Holding Ltd., c/o Athene Employee Services, LLC, Attn: Kristi Burma, EVP of Human Resources, 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862, and if to Holder, to the last known mailing address of Holder contained in the records of the Company. All notices, requests or other communications provided for in this Agreement shall be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication shall be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party entitled thereto if by United States mail or express courier service; provided, however, that if a notice, request or other communication

sent to the Company is not received during regular business hours, it shall be deemed to be received on the next succeeding business day of the Company.

5.9. Governing Law; Jurisdiction; Venue. This Agreement, the Award and all determinations made and actions taken pursuant hereto and thereto, to the extent not governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws. Holder and the Company hereby agree that all legal proceedings arising out of or in connection with (a) this Agreement; and/or (b) any other restricted share/stock, restricted share/stock unit or option award agreement(s) entered into between (i) Holder and (ii) the Company, shall be brought exclusively in the state and federal courts in the State of Delaware. Holder and the Company each irrevocably consent to, and agree not to challenge, the exclusive jurisdiction and exclusive venue of the state and federal courts in the State of Delaware.

5.10. Agreement Subject to the Plan. This Agreement is subject to the provisions of the Plan and shall be interpreted in accordance therewith. In the event that the provisions of this Agreement and the Plan conflict, the Plan shall control. Holder hereby acknowledges receipt of a copy of the Plan.

5.11. Entire Agreement. This Agreement, including the Award Notice, and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Holder with respect to the subject matter hereof.

5.12. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

5.13. Amendment and Waiver. The provisions of this Agreement may not be amended without the written consent of Holder where such amendment would materially impair Holder's rights under this Agreement. No course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

5.14. Counterparts. The Award Notice may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

5.15. Section 409A of the Code. This Award is intended to be exempt from or comply with Section 409A of the Code, and shall be interpreted and construed accordingly, and each payment hereunder shall be considered a separate payment. Notwithstanding any other provision in this Award, to the extent any payments hereunder constitute nonqualified deferred compensation, within the meaning of Section 409A, then (a) to the extent this Agreement provides for the Award to become vested and be settled upon Holder's Termination of Relationship, the applicable Award shall be settled upon Holder's "separation from service" (within the meaning of Section 409A of the Code) even if the Award vests upon an

earlier Termination of Relationship and (b) if Holder is a specified employee (within the meaning of Section 409A of the Code) as of the date of Holder's separation from service, each such payment that is payable upon Holder's separation from service and would have been paid prior to the six-month anniversary of Holder's separation from service, shall be delayed until the earlier to occur of (i) the six-month anniversary of Holder's separation from service and (ii) the date of Holder's death.

6. Protective Covenants.

6.1. Confidential Information.

(a) Holder shall not disclose or use at any time any Confidential Information (as defined below) of which Holder is or becomes aware, whether or not such information is developed by Holder, except to the extent that such disclosure or use is directly related to and required by Holder's performance in good faith of duties for the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates. Holder shall take all appropriate steps to safeguard Confidential Information in Holder's possession and to protect it against disclosure, misuse, espionage, loss and theft. Holder shall deliver to the Company upon Holder's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, its Subsidiaries, the Asset Management Company or any of their respective Affiliates which Holder may then possess or have under his or her control. Notwithstanding the foregoing, Holder may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by Holder while providing services to the Company, its Subsidiaries, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by Holder in breach of this Agreement) in a form generally available to the public prior to the date Holder proposes to disclose or use such information.

Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(b) Holder understands that nothing contained in this Agreement limits Holder's ability to report possible violations of law or regulation to, or file a charge or complaint with, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission ("Government Agencies"). Holder further understands that this Agreement does not limit Holder's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Agreement shall limit Holder's ability under applicable United States federal law to (i) disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (ii) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

#### 6.2. Restriction on Competition.

(a) Holder acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. Holder agrees that if Holder were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for Holder not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, Holder will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of Holder's Termination of Relationship (provided

that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of Holder's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at any time during Holder's period of service has competed, or any time during the twelve (12) month period following the date of Holder's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) retail annuities, (ii) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (iii) reinsuring blocks of existing annuity business, (iv) issuing funding agreements or participating in a funding agreement backed note program, (v) pension risk transfer transactions, (vi) managing investments held by ceding companies pursuant to funds withheld and/or modified coinsurance contracts with their affiliates, (vii) managing investments in the life insurance industry, or (viii) any other significant business conducted by the Protected Companies as of the date of Holder's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after Holder's Termination of Relationship (provided that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means Holder's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following Holder's Termination of Relationship with respect to any Holder with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following Holder's Termination of Relationship with respect to any Holder with a title of SVP at the time of the Termination of Relationship and (C) six (6) months following Holder's Termination of Relationship with respect to any Holder with a title of VP at the time of the Termination of Relationship.

(b) Nothing herein shall prohibit Holder from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as Holder has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and Holder does not provide services to, or have any responsibilities regarding, the Competing Business.

6.3. Non-Solicitation of Employees and Consultants. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person (a) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (b) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

6.4. Non-Solicitation of Customers. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from the Protected Companies, and Holder will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand (collectively, "Protected Company Clients"); provided, however, that this provision shall not apply to any Protected Company Clients for whom Holder does not in the course of Holder's services to the Company or any Protected Company (a) perform services on behalf of the Company or any of the Protected Companies, or (b) have contact or acquire or have access to confidential information or other competitively advantageous information as a result of or in connection with Holder's services to Company.

6.5. Understanding of Covenants. Holder represents and agrees that he or she (a) is familiar with and carefully considered the foregoing covenants set forth in this Section 6 (together, the "Restrictive Covenants"), (b) is fully aware of his or her obligations hereunder, (c) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (d) agrees that the Restrictive Covenants are necessary to protect the Protected Companies' confidential and proprietary information, good will, stable workforce and customer relations, and (e) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 6 regardless of whether Holder is then entitled to receive severance pay or benefits from any of the Protected Companies. Holder understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), Holder does not believe would prevent him or her from otherwise earning a living. Holder agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of Holder.

6.6. Enforcement. Holder agrees that Holder's services are unique and that he or she has access to Confidential Information. Accordingly, Holder agrees that a breach by Holder of any of the Restrictive Covenants would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, Holder agrees that in the event of any breach or threatened breach of any provision of this Section 6, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 6, as the case may be, or require Holder to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 6, if and when final judgment of a court of competent jurisdiction is so entered against Holder. Holder further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of Holder's Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 6, shall be extended by the same amount of time that Holder is in breach of any Restrictive Covenant.

**ATHENE HOLDING LTD.**  
**2019 SHARE INCENTIVE PLAN**

**Restricted Share Award Notice (Performance-Based Vesting)**

**[Participant Name]**

You have been awarded a restricted share award with respect to Class A common shares of Athene Holding Ltd., a Bermuda exempted company limited by shares (the “Company”), pursuant to the terms and conditions of the Athene Holding Ltd. 2019 Share Incentive Plan (the “Plan”) and the Restricted Share Award Agreement (together with this Award Notice, the “Agreement”). Copies of the Plan and the Restricted Share Award Agreement are attached hereto. Capitalized terms not defined herein shall have the meanings specified in the Plan or the Agreement.

Shares Subject to Award: [Number of Awards Granted] Class A common shares, par value \$0.001 per share, of the Company, which are subject to the terms and conditions of the Plan and this Agreement (the “Restricted Shares”). You agree to allow the Company to deduct the Purchase Price from any amount then or thereafter payable by the Company to you, as a condition to receipt of the Restricted Shares. The “Purchase Price” is \$0.001 per Restricted Share. The actual number of Restricted Shares that shall vest shall be based on the attainment of the applicable Performance Measures and your continued employment through the Vesting Date, each as described below.

The number of Restricted Shares that would vest (subject to your continued employment through the Vesting Date) if the Company achieves the target level of performance with respect to the Performance Measures is [ ]% of the Restricted Shares (the “Target Restricted Shares”). The following table shows the percentage of the Target Restricted Shares in which you will vest, in accordance with the Vesting Conditions and with respect to the Performance Measures (as described below):

If the Company achieves the following level of performance:	Then, you will become vested in the following percentage of the Target Restricted Shares:
Minimum	[ ]%
Target	[ ]%
Maximum	[ ]%

If the Company achieves a level of performance between any two performance levels in the above table, you will vest in a percentage of the Target Restricted Shares that will be determined based on linear interpolation between the applicable performance levels.

Any Restricted Shares subject to the portion of the award that does not become vested due to the failure of the Company to achieve the performance measures at the maximum level of performance shall be forfeited and transferred to the Company (or its assignee or nominee).

Grant Date: [Grant Date]

Performance Period: The three (3) consecutive fiscal years of the Company beginning on January 1 of the year of grant.

Performance Measures: With respect to [\_\_]% of the Restricted Shares, the Performance Measure will be based on the cumulative Adjusted Operating Income Available to Common Shareholders over the Performance Period, excluding the results of the Company's equity interests in the Apollo Operating Group (the "Operating Income Performance Measure"). With respect to the other [\_\_]% of the Restricted Shares, the Performance Measure will be based on the Adjusted Book Value Per Common Share as of the end of the Performance Period (the "Adjusted Book Value Performance Measure").

For this purpose, Adjusted Operating Income Available to Common Shareholders and Adjusted Book Value Per Common Share have the same meanings as disclosed in the Company's financial statements and reports filed with the U.S. Securities Exchange Commission (the "SEC"); provided, however, that (i) any one or both shall be amended or adjusted to reflect changes in law or accounting principles and (ii) the Adjusted Book Value Performance Measure shall be amended or adjusted to reflect any variance in actual versus expected results for the equity interests in the Apollo Operating Group included in the Company's strategic plan for fiscal years [\_\_] through [\_\_].

Vesting Conditions: Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company or any of its Subsidiaries, the number of Restricted Shares shall vest, if at all, on the February 28th immediately following the end of the Performance Period (the "Vesting Date"), based on the attainment of the Performance Measures during the Performance Period as set forth below, and provided that you have not had a Termination of Relationship prior to the Vesting Date. The number of Restricted

Shares that vest based upon the attainment of Performance Measures between Minimum, Target and Maximum performance levels shall be determined by interpolation between the applicable performance levels.

Applicable Performance Measures	If the Company attains the following level of performance,	Then, you will become vested in the following percentage of Target Restricted Shares subject to the applicable Performance Measure
With respect to the [__]% of the Target Restricted Shares subject to the Operating Income Performance Measure	Minimum of \$[__]	[__]%
	Target of \$[__]	[__]%
	Maximum of \$[__]	[__]%
<hr/>		
With respect to the [__]% of the Target Restricted Shares subject to the Adjusted Book Value Performance Measure	Minimum of \$[__]	[__]%
	Target of \$[__]	[__]%
	Maximum of \$[__]	[__]%

If you experience a Termination of Relationship before the Vesting Date for any reason, the Award shall be forfeited and shall be canceled by the Company, except as follows:

- 1) **Death or Disability.** If your Termination of Relationship is due to your death or Disability (as defined below), the Award shall become immediately and fully vested, at the target level of performance, as of the effective date of such Termination of Relationship with respect to the Restricted Shares; provided, however, if you experience a Termination of Relationship due to death or Disability following the conclusion of the Performance Period but prior to the Vesting Date, the Award shall become vested based on the actual level of performance measured through the end of the Performance Period, as calculated above;
- 2) **Retirement.** If your Termination of Relationship is due to your Retirement (as defined below), the Performance Period shall continue through the last day thereof and you shall be eligible for a prorated Award based on actual performance as set forth in the table above and shall be prorated based on the number of

days that have elapsed between the first day of the Performance Period and the date of your Termination of Relationship relative to the total number of days in the Performance Period; and

- 3) Change in Control. If your Termination of Relationship occurs within eighteen (18) months following a Change in Control and is due to (i) an involuntary termination by the Company without Cause (as defined below) or (ii) a resignation by you for Good Reason (as defined below), the Award shall become vested, at the target level of performance, as of the effective date of such Termination of Relationship with respect to the Restricted Shares; provided, however, if you experience such a Termination of Relationship following the conclusion of the Performance Period but prior to the Vesting Date, the Award shall become vested based on the greater of (a) target level of performance and (b) actual level of performance measured through the end of the Performance Period, as calculated above.

For the avoidance of doubt, any portion of the Award that does not become vested on the Vesting Date (or, if earlier, as of the date of your Termination of Relationship pursuant to the paragraphs (1), (2) or (3) above) shall be forfeited and canceled by the Company immediately thereafter.

Definitions: For purposes of this Agreement, the following definitions shall apply:

- 1) “Cause” means: (i) if at the time of termination you are a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a Termination of Relationship by the Company, any of its Subsidiaries or the Asset Management Company based on (A) your commission of a felony or a crime of moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (B) your commission of a willful and material act of dishonesty involving the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (C) your material non-curable breach of the your obligations under the Plan, this Agreement or any other agreement entered into between you and the Company, any of

its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (D) your breach of the Company's policies or procedures (or the policies or procedures of any of its Subsidiaries, the Asset Management Company or any of the Company's or their respective Affiliates which are applicable to you) that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (E) your willful misconduct or gross negligence which causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (F) your violation of a fiduciary duty of loyalty to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (G) your knowing attempt to obstruct or knowing failure to cooperate with any investigation authorized by the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any governmental or self-regulatory entity; (H) your disqualification or bar by any governmental or self-regulatory authority or the loss of any governmental or self-regulatory license that is reasonably necessary for you to perform your duties to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (I) any directive made by any governmental or self-regulatory authority to terminate your services; or (J) your failure to cure a material breach of your obligations under the Plan, this Agreement or any other agreement entered into between you and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates within 30 days after written notice of such breach. For the avoidance of doubt, the termination of your service with the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates for Cause shall constitute Cause under this Agreement.

- 2) “Disability” means: (i) if at the time of termination you are party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such

employment agreement; and (ii) in all other cases, a physical or mental impairment which, as reasonably determined by the Committee (or, if you are not subject to Section 16 of the Exchange Act, the Company), renders you unable to perform the essential functions of your employment with your employer, even with reasonable accommodation that does not impose an undue hardship on your employer, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.

- 3) “Good Reason” means: (i) if at the time of termination you are a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a Termination of Relationship by you following: (A) a reduction of greater than 10% in your annual base salary or bonus potential under any bonus plan maintained by the Asset Management Company (if you are employed by the Asset Management Company), the Company or any of its Subsidiaries that employs you (but not including any diminution related to a broader compensation reduction that is not limited to any particular employee or executive); or (B) any material adverse change in your title, authority, duties, or responsibilities or the assignment to you of any duties or responsibilities inconsistent in any material respect with those customarily associated with your position; provided, however, that none of the events described in the foregoing clauses (A) and (B) shall constitute Good Reason unless you shall have notified the Company in writing describing the events which constitute Good Reason within 45 days after the occurrence of such events and then only if the relevant employer shall have failed to cure such events within 60 days after the Company’s receipt of such written notice.
- 4) “Retirement” means: a Termination of Relationship other than for Cause on or after your attainment of age 60 with at least five (5) consecutive years of employment or service with the Company or its affiliates immediately prior to your Retirement.

**ATHENE HOLDING LTD.**

Name: James R. Belardi  
Title: CEO, Athene Holding Ltd.

Acknowledgment, Acceptance and Agreement:

By signing below and returning this Award Notice to Athene Holding Ltd. at the address stated herein, I hereby acknowledge receipt of the Agreement and the Plan, voluntarily accept the Award granted to me, confirm that I have read this Agreement, and agree to be bound by the terms and conditions of the Agreement and the Plan.

[Electronic Signature]

\_\_\_\_\_

[Participant Name]

\_\_\_\_\_

[Acceptance Date]

*Athene Holding Ltd.  
c/o Athene Employee Services, LLC  
Attn: Kristi Burma, EVP of Human Resources  
7700 Mills Civic Parkway  
West Des Moines, IA 50266-3862*

**ATHENE HOLDING LTD.**  
**2019 SHARE INCENTIVE PLAN**

**Restricted Share Award Agreement**

Athene Holding, Ltd., a Bermuda exempted company limited by shares (the “Company”), hereby grants to the individual (the “Holder”) named in the award notice attached hereto (the “Award Notice”) as of the “Grant Date” (as defined in the Award Notice), pursuant to the provisions of the Athene Holding Ltd. 2019 Share Incentive Plan (the “Plan”), a restricted share award (the “Award”) with respect to the number of the Company’s Class A common shares, par value \$0.001 per share (the “Common Shares”), set forth in the Award Notice, upon and subject to the restrictions, terms and conditions set forth below, in the Award Notice and in the Plan. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Award Subject to Acceptance of Agreement. The Award shall be null and void unless Holder shall accept this Agreement by executing it in the space provided therefor and returning an original execution copy of the Award Notice to the Company (or electronically accepting this Agreement pursuant to procedures established by the Committee). By acceptance of this Award, Holder shall be deemed to appoint, and does so appoint by execution of the Award Notice, the Company and each of its authorized representatives as Holder’s attorney(s) in fact to (a) effect any transfer to the Company of the Common Shares subject to this Award (the “Restricted Shares”) that are forfeited to the Company and (b) execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer. Holder acknowledges, understands and agrees that Holder’s acceptance of the Award is voluntary and is not a condition of Holder’s employment (continued or otherwise) with the Company or any of its Subsidiaries.

2. Restriction Period and Vesting. Except as otherwise provided in this Agreement, the Award shall vest in accordance with the vesting conditions set forth in the Award Notice. Upon the forfeiture of any Restricted Shares, such forfeited Restricted Shares shall be automatically transferred to the Company (without consideration) as of the date of such forfeiture, without any action by Holder. The Company may exercise its powers under the Plan and this Agreement and take any other action necessary or advisable to evidence such transfer.

3. Rights as a Shareholder. Holder shall not have any rights of a shareholder with respect to the Restricted Shares, including the right to vote, until such time as the Restricted Shares have become vested in accordance with Section 2; provided, however, that in the event the Company declares a dividend or other distribution with respect to Restricted Shares subject to this Award after the Grant Date, such dividend or other distribution shall be (a) deposited with the Company and held for the benefit of Holder, (b) subject to the same restrictions as the Restricted Shares with respect to which such dividend or other distribution was made and (c) delivered to Holder only upon the vesting of such Restricted Shares. If Holder forfeits any unvested Restricted Shares, Holder shall also forfeit any payments related to any dividends or other distributions otherwise deliverable in connection with the forfeited Restricted Shares.

4. **Issuance and Delivery of Shares.** The Company shall issue the Restricted Shares in book entry form, registered in the name of Holder with notations regarding the applicable restrictions on transfer imposed under the Plan and this Agreement until the Restricted Shares subject to the Award have become vested. The Company may hold the Restricted Shares in a Company controlled account until the Restricted Shares have vested. Promptly after the date any Restricted Shares become vested pursuant to Section 2, the Company shall remove the applicable notations regarding restrictions imposed by the Plan and/or this Agreement on the transfer of the Restricted Shares. Except as set forth in Section 6, the Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance. Holder shall deliver to the Company any representations or other documents or assurances as the Company may deem necessary or reasonably desirable to ensure compliance with all applicable legal and regulatory requirements.

5. **Transfer Restrictions and Investment Representations.**

5.1. **Nontransferability of Restricted Shares and Award.** Neither the Award nor any Restricted Shares subject to this Award may be transferred by Holder other than by will or the laws of descent and distribution, pursuant to the designation of one or more beneficiaries on the form prescribed by the Committee or, to the extent permitted by the Committee, to a trust or entity established for estate planning purposes. Except as permitted by the foregoing sentence, neither the Award nor any Restricted Shares subject to this Award may be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award or any Restricted Shares subject to the Award, the Award and all rights hereunder shall immediately become null and void.

5.2. **Investment Representation.** Holder hereby represents and covenants that (a) any Common Shares acquired pursuant to the Award will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), unless such acquisition has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, Holder shall submit a written statement, in a form satisfactory to the Company, to the effect that such representation (x) is true and correct as of the date of any vesting of any shares hereunder or (y) is true and correct as of the date of any sale of any such shares, as applicable. As a further condition precedent to the delivery to Holder of any Common Shares subject to the Award, Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance or delivery of the shares and, in connection therewith, shall execute any documents that the Committee shall in its sole discretion deem necessary or advisable.

## **6. Additional Terms and Conditions**

### **6.1. Withholding Taxes.**

(a) As a condition precedent to the delivery of the Restricted Shares or any certificates evidencing the Restricted Shares (or the removal of the restrictive notations or legends on such shares or certificates) upon vesting of the Restricted Shares, Holder shall, upon request by the Company, pay to the Company such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the “Required Tax Payments”) with respect to the vesting of the Award. If Holder shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to Holder.

(b) Holder may elect to satisfy his or her obligation to advance the Required Tax Payments by a cash payment to the Company or authorizing the Company to withhold from the number of Restricted Shares that would otherwise be delivered to Holder upon vesting of such Restricted Shares having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the “Tax Date”), equal to the Required Tax Payments. Withholding may also be satisfied by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Shares having an aggregate Fair Market Value on the Tax Date equal to the Required Tax Payments or any combination of the methods described in this Section 6.1(b). Common Shares to be delivered or withheld may not have a Fair Market Value in excess of the Required Tax Payments calculated using the highest statutory rates in the relevant jurisdictions, provided that the withholding rate does not have an adverse accounting impact on the Company. Any fraction of a Common Share that would be required to satisfy any such obligation shall be rounded up to the nearest whole number. No Common Share or certificate representing a Common Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

6.2. Adjustment. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation or applicable successor guidance) that causes the per share value of a Common Share to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the terms of the Award, including the number and class of securities subject hereto, shall be appropriately adjusted by the Committee. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of Holder. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

If any such adjustment is made to the Restricted Shares, the restrictions applicable to the Restricted Shares will continue in effect with respect to any consideration or other securities (the “Restricted Property” and, for the purposes of this Agreement, “Restricted Shares”

shall include “Restricted Property,” unless the context otherwise requires) received with respect to such Restricted Shares. Such Restricted Property shall vest at such times and in such proportion as the Restricted Shares to which the Restricted Property is attributable vest, or would have vested pursuant to the terms hereof, if such Restricted Shares had remained outstanding.

6.3. Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the Common Shares subject to the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action incidental thereto is necessary or desirable as a condition of, or in connection with, the delivery of shares hereunder, the Common Shares subject to the Award shall not be delivered, in whole or in part, unless such listing, registration, qualification, consent, approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company.

6.4. Awards Subject to Clawback and Reduction for 280G. The Award and any Common Shares, other securities, cash or other property delivered pursuant to the Award or otherwise (including any payment, benefit or distribution of any type to or for the benefit of Holder that is paid, payable, provided or to be provided, distributed or distributable pursuant to any other agreement, arrangement, plan or program) are subject to (a) forfeiture, recovery by the Company or other action pursuant to any clawback or recoupment policy in effect as of the Grant Date or that the Company may adopt from time to time as required by applicable law, including without limitation any such policy that the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder and (b) reduction pursuant to the Company’s Policy on Limitations of Benefits Contingent Upon a Change in Control, in effect as of the Grant Date, to avoid the potential adverse tax consequences that may be imposed on the Company or Holder pursuant to Section 280G and/or Section 4999 of the Code.

6.5. Award Confers No Rights to Continued Employment. In no event shall the granting of the Award or its acceptance by Holder, or any provision of this Agreement or the Plan, give or be deemed to give Holder any right to continued employment by the Company, the Asset Management Company or any of their Subsidiaries or affiliates or affect in any manner the right of the Company, the Asset Management Company or any of their Subsidiaries or affiliates to terminate the employment of any person at any time.

6.6. Decisions of Board or Committee. The Committee (or Board, as applicable) shall have the right to resolve all questions that may arise in connection with the Award. Any interpretation, determination or other action made or taken by the Committee (or Board, as applicable) regarding the Plan, the Award Notice or this Agreement shall be final, binding and conclusive.

6.7. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of Holder, acquire any rights hereunder in accordance with this Agreement or the Plan.

6.8. Notices. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Athene Holding Ltd., c/o Athene Employee Services, LLC, Attn: Kristi Burma, EVP of Human Resources, 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862, and if to Holder, to the last known mailing address of Holder contained in the records of the Company. All notices, requests or other communications provided for in this Agreement shall be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication shall be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party entitled thereto if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it shall be deemed to be received on the next succeeding business day of the Company.

6.9. Governing Law; Jurisdiction; Venue. This Agreement, the Award and all determinations made and actions taken pursuant hereto and thereto, to the extent not governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws. Holder and the Company hereby agree that all legal proceedings arising out of or in connection with (a) this Agreement; and/or (b) any other restricted share/stock, restricted share/stock unit or option award agreement(s) entered into between (i) Holder and (ii) the Company, shall be brought exclusively in the state and federal courts in the State of Delaware. Holder and the Company each irrevocably consent to, and agree not to challenge, the exclusive jurisdiction and exclusive venue of the state and federal courts in the State of Delaware.

6.10. Agreement Subject to the Plan. This Agreement is subject to the provisions of the Plan and shall be interpreted in accordance therewith. In the event that the provisions of this Agreement and the Plan conflict, the Plan shall control. Holder hereby acknowledges receipt of a copy of the Plan.

6.11. Entire Agreement. This Agreement, including the Award Notice, and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Holder with respect to the subject matter hereof.

6.12. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.13. Amendment and Waiver. The provisions of this Agreement may not be amended without the written consent of Holder if such amendment would materially impair Holder's rights under this Agreement. No course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

6.14. Counterparts. The Award Notice may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

7. Protective Covenants.

7.1. Confidential Information.

(a) Holder shall not disclose or use at any time any Confidential Information (as defined below) of which Holder is or becomes aware, whether or not such information is developed by Holder, except to the extent that such disclosure or use is directly related to and required by Holder's performance in good faith of duties for the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates. Holder shall take all appropriate steps to safeguard Confidential Information in Holder's possession and to protect it against disclosure, misuse, espionage, loss and theft. Holder shall deliver to the Company upon Holder's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, its Subsidiaries, the Asset Management Company or any of their respective Affiliates that Holder may then possess or have under his or her control. Notwithstanding the foregoing, Holder may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by Holder while providing services to the Company, its Subsidiaries, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by Holder in breach of this Agreement) in a form generally available to the public prior to the date Holder proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(b) Holder understands that nothing contained in this Agreement limits Holder's ability to report possible violations of law or regulation to, or file a charge or complaint with, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission ("Government Agencies"). Holder further understands that this Agreement does not limit Holder's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Agreement shall limit Holder's ability under applicable United States federal law to (i) disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (ii) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

## 7.2. Restriction on Competition.

(a) Holder acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. Holder agrees that if Holder were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for Holder not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, Holder will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of Holder's Termination of Relationship (provided that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of Holder's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at

any time during Holder's period of service has competed, or any time during the twelve (12) month period following the date of Holder's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) retail annuities, (ii) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (iii) reinsuring blocks of existing annuity business, (iv) issuing funding agreements or participating in a funding agreement backed note program, (v) pension risk transfer transactions, (vi) managing investments held by ceding companies pursuant to funds withheld and/or modified coinsurance contracts with their affiliates, (vii) managing investments in the life insurance industry, or (viii) any other significant business conducted by the Protected Companies as of the date of Holder's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after Holder's Termination of Relationship (provided that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means Holder's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following Holder's Termination of Relationship with respect to any Holder with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following Holder's Termination of Relationship with respect to any Holder with a title of SVP at the time of the Termination of Relationship and (C) six (6) months following Holder's Termination of Relationship with respect to any Holder with a title of VP at the time of the Termination of Relationship.

(b) Nothing herein shall prohibit Holder from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation that is publicly traded, so long as Holder has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and Holder does not provide services to, or have any responsibilities regarding, the Competing Business.

7.3. Non-Solicitation of Employees and Consultants. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person (a) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (b) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

7.4. Non-Solicitation of Customers. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from

the Protected Companies, and Holder will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand (collectively, “Protected Company Clients”); provided, however, that this provision shall not apply to any Protected Company Clients for whom Holder does not in the course of Holder’s services to the Company or any Protected Company (a) perform services on behalf of the Company or any of the Protected Companies, or (b) have contact or acquire or have access to confidential information or other competitively advantageous information as a result of or in connection with Holder’s services to Company.

7.5. Understanding of Covenants. Holder represents and agrees that he or she (a) is familiar with and carefully considered the foregoing covenants set forth in this Section 7 (together, the “Restrictive Covenants”), (b) is fully aware of his or her obligations hereunder, (c) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (d) agrees that the Restrictive Covenants are necessary to protect the Protected Companies’ confidential and proprietary information, good will, stable workforce and customer relations, and (e) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 7 regardless of whether Holder is then entitled to receive severance pay or benefits from any of the Protected Companies. Holder understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions that, in any event (given his or her education, skills and ability), Holder does not believe would prevent him or her from otherwise earning a living. Holder agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of Holder.

7.6. Enforcement. Holder agrees that Holder's services are unique and that he or she has access to Confidential Information. Accordingly, Holder agrees that a breach by Holder of any of the Restrictive Covenants would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, Holder agrees that in the event of any breach or threatened breach of any provision of this Section 7, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 7, as the case may be, or require Holder to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 7, if and when final judgment of a court of competent jurisdiction is so entered against Holder. Holder further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of Holder's Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 7, shall be extended by the same amount of time that Holder is in breach of any Restrictive Covenant.

**ATHENE HOLDING LTD.**  
**2019 SHARE INCENTIVE PLAN**

**Restricted Share Award Notice**

[Participant Name]

You have been awarded a restricted share award with respect to Class A common shares of Athene Holding Ltd., a Bermuda exempted company limited by shares (the “Company”), pursuant to the terms and conditions of the Athene Holding Ltd. 2019 Share Incentive Plan (the “Plan”) and the Restricted Share Award Agreement (together with this Award Notice, the “Agreement”). Copies of the Plan and the Restricted Share Award Agreement are attached hereto. Capitalized terms not defined herein shall have the meanings specified in the Plan or the Agreement.

Shares Subject to Award: [Number of Awards Granted] Class A common shares, par value \$0.001 per share, of the Company (the “Common Shares”), subject to adjustment as provided in Section 6.2 of the Agreement. The purchase price is \$0.001 per share (the “Purchase Price”). You agree to allow the Company to deduct the Purchase Price from any amount then or thereafter payable by the Company to you, in a lump sum cash payment payable to the Company, as a condition to receipt of the Restricted Shares.

Grant Date: [Grant Date]

Vesting Inception Date: January 1 of the year of grant

Vesting Schedule: Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company or any of its Subsidiaries, the Award shall vest (i) on the one-year anniversary of the Vesting Inception Date with respect to one-third of the number of Common Shares subject thereto on the Grant Date, (ii) on the two-year anniversary of the Vesting Inception Date with respect to an additional one-third of the number of Common Shares subject thereto on the Grant Date and (iii) on the three-year anniversary of the Vesting Inception Date with respect to the remaining one-third of the number of Common Shares subject thereto on the Grant Date, in each case, provided you have not experienced a Termination of Relationship prior to such date.

If you experience a Termination of Relationship prior to the three-year anniversary of the Vesting Inception Date for any reason, the unvested portion of the Award, as of the effective date of your

Termination of Relationship, shall be forfeited and shall be canceled by the Company; provided, however, that if your Termination of Relationship is due to your death or Disability (as defined below), the Award shall become immediately and fully vested as of the effective date of such Termination of Relationship; provided, further, that if your Termination of Relationship is due to (i) an involuntary termination by the Company without Cause (as defined below) or (ii) resignation by you for Good Reason (as defined below) and, in each case, such Termination of Relationship occurs within eighteen (18) months following a Change in Control, the Award shall become immediately and fully vested as of the effective date of such Termination of Relationship.

Definitions: For purposes of this Agreement, the following definitions shall apply:

- 1) “Cause” means: (i) if at the time of termination you are a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a Termination of Relationship by the Company, any of its Subsidiaries or the Asset Management Company based on (A) your commission of a felony or a crime of moral turpitude (under the laws of the United States or any relevant state, or a similar crime or offense under the applicable laws of any relevant foreign jurisdiction); (B) your commission of a willful and material act of dishonesty involving the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (C) your material non-curable breach of the your obligations under the Plan, this Agreement or any other agreement entered into between you and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (D) your breach of the Company’s policies or procedures (or the policies or procedures of any of its Subsidiaries, the Asset Management Company or any of the Company’s or their respective Affiliates which are applicable to you) that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (E) your willful misconduct or gross negligence which causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (F) your violation of a

fiduciary duty of loyalty to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates that causes material harm to the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any of their business reputations; (G) your knowing attempt to obstruct or knowingly fail to cooperate with any investigation authorized by the Company, any of its Subsidiaries, the Asset Management Company, any of their respective Affiliates or any governmental or self-regulatory entity; (H) your disqualification or bar by any governmental or self-regulatory authority or the loss of any governmental or self-regulatory license that is reasonably necessary for you to perform your duties to the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates; (I) any directive made by any governmental or self-regulatory authority to terminate your services; or (J) your failure to cure a material breach of your obligations under the Plan, this Agreement or any other agreement entered into between you and the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates within 30 days after written notice of such breach. For the avoidance of doubt, the termination of your service with the Company, any of its Subsidiaries, the Asset Management Company or any of their respective Affiliates for Cause shall constitute Cause under this Agreement.

- 2) “Disability” means: (i) if at the time of termination you are party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a physical or mental impairment which, as reasonably determined by the Committee, renders you unable to perform the essential functions of your employment with your employer, even with reasonable accommodation that does not impose an undue hardship on your employer, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case that longer period would apply.

3) “Good Reason” means: (i) if at the time of termination you are a party to a written employment agreement with the Company, any of its Subsidiaries or the Asset Management Company which defines such term, the meaning given in such employment agreement; and (ii) in all other cases, a Termination of Relationship by you following: (A) a reduction of greater than 10% in your annual base salary or bonus potential under any bonus plan maintained by the Asset Management Company (if you are employed by the Asset Management Company), the Company or any of its Subsidiaries that employs you (but not including any diminution related to a broader compensation reduction that is not limited to any particular employee or executive); or (B) any material adverse change in your title, authority, duties, or responsibilities or the assignment to you of any duties or responsibilities inconsistent in any material respect with those customarily associated with your position; provided, however, that none of the events described in the foregoing clauses (A) and (B) shall constitute Good Reason unless you shall have notified the Company in writing describing the events which constitute Good Reason within 45 days after the occurrence of such events and then only if the relevant employer shall have failed to cure such events within 60 days after the Company’s receipt of such written notice.

**ATHENE HOLDING LTD.**

Name: Kristi Kaye Burma  
Title: EVP, Human Resources

**Acknowledgment, Acceptance and Agreement:**

By signing below and returning this Award Notice to Athene Holding Ltd. at the address stated herein, I hereby acknowledge receipt of the Agreement and the Plan, voluntarily accept the Award granted to me, confirm that I have read this Agreement, and agree to be bound by the terms and conditions of the Agreement and the Plan.

[Electronic Signature]

\_\_\_\_\_  
[Participant Name]

\_\_\_\_\_  
[Acceptance Date]

*Athene Holding Ltd.  
c/o Athene Employee Services, LLC  
Attn: Kristi Burma, EVP of Human Resources  
7700 Mills Civic Parkway  
West Des Moines, IA 50266-3862*

**ATHENE HOLDING LTD.**  
**2019 SHARE INCENTIVE PLAN**

**Restricted Share Award Agreement**

Athene Holding, Ltd., a Bermuda exempted company limited by shares (the “Company”), hereby grants to the individual (the “Holder”) named in the award notice attached hereto (the “Award Notice”) as of the “Grant Date” (as defined in the Award Notice), pursuant to the provisions of the Athene Holding Ltd. 2019 Share Incentive Plan (the “Plan”), a restricted share award (the “Award”) with respect to the number of the Company’s Class A common shares, par value \$0.001 per share (the “Common Shares”), set forth in the Award Notice, upon and subject to the restrictions, terms and conditions set forth below, in the Award Notice and in the Plan. Capitalized terms not defined herein shall have the meanings specified in the Plan.

1. Award Subject to Acceptance of Agreement. The Award shall be null and void unless Holder shall accept this Agreement by executing the Award Notice in the space provided therefor and returning an original execution copy of the Award Notice to the Company (or electronically accepting this Agreement pursuant to procedures established by the Committee). Holder acknowledges, understands and agrees that Holder’s acceptance of the Award is voluntary and is not a condition of Holder’s employment (continued or otherwise) with the Company or any of its Subsidiaries. By acceptance of this Award, Holder shall be deemed to appoint, and does so appoint by execution of the Award Notice, the Company and each of its authorized representatives as Holder’s attorney(s) in fact to (a) effect any transfer to the Company of the Common Shares subject to this Award (the “Restricted Shares”) that are forfeited to the Company and (b) execute such documents as the Company or such representatives deem necessary or advisable in connection with any such transfer.

2. Restriction Period and Vesting. Except as otherwise provided in this Agreement, the Award shall vest in accordance with the vesting schedule set forth in the Award Notice (the “Vesting Schedule”). Upon the forfeiture of any Restricted Shares, such forfeited Restricted Shares shall be automatically transferred to the Company (without consideration) as of the date of such forfeiture, without any action by Holder. The Company may exercise its powers under the Plan and this Agreement and take any other action necessary or advisable to evidence such transfer.

3. Rights as a Shareholder. Holder shall not have any rights of a shareholder with respect to the Restricted Shares, including the right to vote, until such time as the Restricted Shares have become vested in accordance with Section 2; provided, however, that in the event the Company declares a dividend or other distribution with respect to Restricted Shares subject to this Award after the Grant Date, such dividend or other distribution shall be (a) deposited with the Company and held for the benefit of Holder, (b) subject to the same restrictions as the Restricted Shares with respect to which such dividend or other distribution was made and (c) delivered to Holder only upon the vesting of such Restricted Shares. If Holder forfeits any unvested Restricted Shares, Holder shall also forfeit any payments related to any dividends or other distributions otherwise deliverable in connection with the forfeited Restricted Shares.

4. **Issuance and Delivery of Shares.** The Company shall issue the Restricted Shares in book entry form, registered in the name of Holder with notations regarding the applicable restrictions on transfer imposed under the Plan and this Agreement until the Restricted Shares subject to the Award have become vested. The Company may hold the Restricted Shares in a Company controlled account until the Restricted Shared have vested. Promptly after the date any Restricted Shares become vested pursuant to Section 2, the Company shall remove the applicable notations regarding restrictions imposed by the Plan and/or this Agreement on the transfer of the Restricted Shares. Except as set forth in Section 6.1, the Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance. Holder shall deliver to the Company any representations or other documents or assurances as the Company may deem necessary or reasonably desirable to ensure compliance with all applicable legal and regulatory requirements.

5. **Transfer Restrictions and Investment Representations.**

5.1. **Nontransferability of Restricted Shares and Award.** Neither the Award nor any Restricted Shares subject to this Award may be transferred by Holder other than by will or the laws of descent and distribution, pursuant to the designation of one or more beneficiaries on the form prescribed by the Committee or, to the extent permitted by the Committee, to a trust or entity established for estate planning purposes. Except as permitted by the foregoing sentence, neither the Award nor any Restricted Shares subject to this Award may be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award or any Restricted Shares subject to the Award, the Award and all rights hereunder shall immediately become null and void.

5.2. **Investment Representation.** Holder hereby represents and covenants that (a) any Common Shares acquired pursuant to the Award will be acquired for investment and not with a view to the distribution thereof within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), unless such acquisition has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares shall be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, Holder shall submit a written statement, in a form satisfactory to the Company, to the effect that such representation (i) is true and correct as of the date of any vesting of any shares hereunder or (ii) is true and correct as of the date of any sale of any such shares, as applicable. As a further condition precedent to the delivery to Holder of any Common Shares subject to the Award, Holder shall comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance or delivery of the shares and, in connection therewith, shall execute any documents which the Committee shall in its sole discretion deem necessary or advisable.

**6. Additional Terms and Conditions**

**6.1. Withholding Taxes.**

(a) As a condition precedent to the delivery of the Restricted Shares or any certificates evidencing the Restricted Shares (or the removal of the restrictive notations or legends on such shares or certificates) upon vesting of the Restricted Shares, Holder shall, upon request by the Company, pay to the Company such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the “Required Tax Payments”) with respect to the vesting of the Award. If Holder shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to Holder.

(b) Holder may elect to satisfy his or her obligation to advance the Required Tax Payments by a cash payment to the Company or, if applicable, authorizing the Company to withhold from the number of Restricted Shares which would otherwise be delivered to Holder upon vesting of such Restricted Shares having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises (the “Tax Date”), equal to the Required Tax Payments. Withholding may also be satisfied by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Shares having an aggregate Fair Market Value on the Tax Date equal to the Required Tax Payments or any combination of the methods described in this Section 6.1(b). Common Shares to be delivered or withheld may not have a Fair Market Value in excess of the Required Tax Payments calculated using the highest statutory rates in the relevant jurisdictions, provided that the withholding rate does not have an adverse accounting impact on the Company. Any fraction of a Common Share which would be required to satisfy any such obligation shall be rounded up to the nearest whole number. No Common Share or certificate representing a Common Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

6.2. Adjustment. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation—Stock Compensation or applicable successor guidance) that causes the per share value of a Common Share to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the terms of the Award, including the number and class of securities subject hereto, shall be appropriately adjusted by the Committee. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of Holder. The decision of the Committee regarding any such adjustment shall be final, binding and conclusive.

If any such adjustment is made to the Restricted Shares, the restrictions applicable to the Restricted Shares will continue in effect with respect to any consideration or other securities (the “Restricted Property” and, for the purposes of this Agreement, “Restricted Shares”

shall include “Restricted Property,” unless the context otherwise requires) received in respect of such Restricted Shares. Such Restricted Property shall vest at such times and in such proportion as the Restricted Shares to which the Restricted Property is attributable vest, or would have vested pursuant to the terms hereof, if such Restricted Shares had remained outstanding.

6.3. Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the Common Shares subject to the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action incidental thereto is necessary or desirable as a condition of, or in connection with, the delivery of shares hereunder, the Common Shares subject to the Award shall not be delivered, in whole or in part, unless such listing, registration, qualification, consent, approval or other action shall have been effected or obtained, free of any conditions not acceptable to the Company.

6.4. Awards Subject to Clawback and Reduction for 280G. The Award and any Common Shares, other securities, cash or other property delivered pursuant to the Award or otherwise (including any payment, benefit or distribution of any type to or for the benefit of Holder which is paid, payable, provided or to be provided, distributed or distributable pursuant to any other agreement, arrangement, plan or program) are subject to (a) forfeiture, recovery by the Company or other action pursuant to any clawback or recoupment policy in effect as of the Grant Date or which the Company may adopt from time to time as required by applicable law, including without limitation any such policy which the Company may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder and (b) reduction pursuant to the Company’s Policy on Limitations of Benefits Contingent Upon a Change in Control, in effect as of the Grant Date, to avoid the potential adverse tax consequences that may be imposed on the Company or Holder pursuant to Section 280G and/or Section 4999 of the Code.

6.5. Award Confers No Rights to Continued Employment. In no event shall the granting of the Award or its acceptance by Holder, or any provision of this Agreement or the Plan, give or be deemed to give Holder any right to continued employment by the Company, the Asset Management Company or any of their Subsidiaries or affiliates or affect in any manner the right of the Company, the Asset Management Company or any of their Subsidiaries or affiliates to terminate the employment of any person at any time.

6.6. Decisions of Board or Committee. The Committee (or Board, as applicable) shall have the right to resolve all questions which may arise in connection with the Award. Any interpretation, determination or other action made or taken by the Committee (or Board, as applicable) regarding the Plan, the Award Notice or this Agreement shall be final, binding and conclusive.

6.7. Successors. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall, upon the death of Holder, acquire any rights hereunder in accordance with this Agreement or the Plan.

6.8. Notices. All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Athene Holding Ltd., c/o Athene Employee Services, LLC, Attn: Kristi Burma, EVP of Human Resources, 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862, and if to Holder, to the last known mailing address of Holder contained in the records of the Company. All notices, requests or other communications provided for in this Agreement shall be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication shall be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party entitled thereto if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it shall be deemed to be received on the next succeeding business day of the Company.

6.9. Governing Law; Jurisdiction; Venue. This Agreement, the Award and all determinations made and actions taken pursuant hereto and thereto, to the extent not governed by the Code or the laws of the United States, shall be governed by the laws of the State of Delaware and construed in accordance therewith without giving effect to principles of conflicts of laws. Holder and the Company hereby agree that all legal proceedings arising out of or in connection with (a) this Agreement; and/or (b) any other restricted share/stock or restricted share/stock unit award agreement(s) entered into between (i) Holder and (ii) the Company, shall be brought exclusively in the state and federal courts in the State of Delaware. Holder and the Company each irrevocably consent to, and agree not to challenge, the exclusive jurisdiction and exclusive venue of the state and federal courts in the State of Delaware.

6.10. Agreement Subject to the Plan. This Agreement is subject to the provisions of the Plan and shall be interpreted in accordance therewith. In the event that the provisions of this Agreement and the Plan conflict, the Plan shall control. Holder hereby acknowledges receipt of a copy of the Plan.

6.11. Entire Agreement. This Agreement, including the Award Notice, and the Plan constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Holder with respect to the subject matter hereof.

6.12. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.13. Amendment and Waiver. The provisions of this Agreement may not be amended without the written consent of Holder where such amendment would materially impair Holder's rights under this Agreement. No course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

6.14. Counterparts. The Award Notice may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

7. Protective Covenants.

7.1. Confidential Information.

(a) Holder shall not disclose or use at any time any Confidential Information (as defined below) of which Holder is or becomes aware, whether or not such information is developed by Holder, except to the extent that such disclosure or use is directly related to and required by Holder's performance in good faith of duties for the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates. Holder shall take all appropriate steps to safeguard Confidential Information in Holder's possession and to protect it against disclosure, misuse, espionage, loss and theft. Holder shall deliver to the Company upon Holder's Termination of Relationship, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information or the business of the Company, its Subsidiaries, the Asset Management Company or any of their respective Affiliates which Holder may then possess or have under his or her control. Notwithstanding the foregoing, Holder may truthfully respond to a lawful and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist the Company and such counsel in resisting or otherwise responding to such process. As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates in connection with their businesses, including, but not limited to, information, observations and data obtained by Holder while providing services to the Company, its Subsidiaries, the Asset Management Company, their respective Affiliates or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company, its Subsidiaries, the Asset Management Company or their respective Affiliates (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, and (xv) all similar and related information in whatever form. Confidential Information will not include any information that has been published (other than a disclosure by Holder in breach of this Agreement) in a form generally available to the public prior to the date Holder proposes to disclose or use such information. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(b) Holder understands that nothing contained in this Agreement limits Holder's ability to report possible violations of law or regulation to, or file a charge or complaint with, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Justice, the Congress, any Inspector General, or any other federal, state or local governmental agency or commission ("Government Agencies"). Holder further understands that this Agreement does not limit Holder's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Nothing in this Agreement shall limit Holder's ability under applicable United States federal law to (i) disclose in confidence trade secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or (ii) disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

## 7.2. Restriction on Competition.

(a) Holder acknowledges that, in the course of his or her service with the Company, its Subsidiaries, the Asset Management Company and/or their predecessors (the "Protected Companies"), he or she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that his or her services have been and will be of special, unique and extraordinary value to the Protected Companies. Holder agrees that if Holder were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for Holder not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, Holder will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of technology. For purposes of this Agreement, "Restricted Area" means anywhere in the United States, Bermuda and elsewhere in the world where the Protected Companies engage in business, including, without limitation, jurisdictions where any of the Protected Companies reasonably anticipate engaging in business on the date of Holder's Termination of Relationship (provided that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such area has been discussed as a market that the Protected Companies reasonably contemplate engaging in within the twelve (12) month period following the date of Holder's Termination of Relationship). For purposes of this Agreement, "Competing Business" means a Person that at

any time during Holder's period of service has competed, or any time during the twelve (12) month period following the date of Holder's Termination of Relationship begins competing with the Protected Companies anywhere in the Restricted Area and in the business of (i) retail annuities, (ii) annuity reinsurance, focusing on contracts reinsuring a quota share of future premiums of various fixed annuity product lines, (iii) reinsuring blocks of existing annuity business, (iv) issuing funding agreements or participating in a funding agreement backed note program, (v) pension risk transfer transactions, (vi) managing investments held by ceding companies pursuant to funds withheld and/or modified coinsurance contracts with their affiliates, (vii) managing investments in the life insurance industry, or (viii) any other significant business conducted by the Protected Companies as of the date of Holder's Termination of Relationship and any significant business the Protected Companies conduct in the twelve (12) month period after Holder's Termination of Relationship (provided that as of the date of Holder's Termination of Relationship, to the knowledge of Holder, such business has been discussed as a business that the Protected Companies reasonably contemplate engaging in within such twelve (12) month period). For purposes of this Agreement, "Restricted Period" means Holder's period of service until his or her Termination of Relationship, and thereafter through and including: (A) twelve (12) months following Holder's Termination of Relationship with respect to any Holder with a title of CEO, President or EVP at the time of the Termination of Relationship; (B) nine (9) months following Holder's Termination of Relationship with respect to any Holder with a title of SVP at the time of the Termination of Relationship and (C) six (6) months following Holder's Termination of Relationship with respect to any Holder with a title of VP at the time of the Termination of Relationship.

(b) Nothing herein shall prohibit Holder from (i) being a passive owner of not more than 1% of the outstanding stock of any class of a corporation which is publicly traded, so long as Holder has no active participation in the business of such corporation, or (ii) providing services to a subsidiary, division or affiliate of a Competing Business if such subsidiary, division or affiliate is not itself engaged in a Competing Business and Holder does not provide services to, or have any responsibilities regarding, the Competing Business.

7.3. Non-Solicitation of Employees and Consultants. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person (a) induce or attempt to induce any employee or independent contractor of the Protected Companies to leave the employ or service, as applicable, of the Protected Companies, or in any way interfere with the relationship between the Protected Companies, on the one hand, and any employee or independent contractor thereof, on the other hand, or (b) hire any person who was an employee of the Protected Companies, in each case, until six (6) months after such individual's employment relationship with the Protected Companies has been terminated.

7.4. Non-Solicitation of Customers. During Holder's period of service and for a period of twelve (12) months after the date of Holder's Termination of Relationship, Holder shall not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from

the Protected Companies, and Holder will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand (collectively, “Protected Company Clients”); provided, however, that this provision shall not apply to any Protected Company Clients for whom Holder does not in the course of Holder’s services to the Company or any Protected Company (a) perform services on behalf of the Company or any of the Protected Companies, or (b) have contact or acquire or have access to confidential information or other competitively advantageous information as a result of or in connection with Holder’s services to Company.

7.5. Understanding of Covenants. Holder represents and agrees that he or she (a) is familiar with and carefully considered the foregoing covenants set forth in this Section 7 (together, the “Restrictive Covenants”), (b) is fully aware of his or her obligations hereunder, (c) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants, (d) agrees that the Restrictive Covenants are necessary to protect the Protected Companies’ confidential and proprietary information, good will, stable workforce and customer relations, and (e) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 7 regardless of whether Holder is then entitled to receive severance pay or benefits from any of the Protected Companies. Holder understands that the Restrictive Covenants may limit his or her ability to earn a livelihood in a business similar to the business of the Protected Companies, but he or she nevertheless believes that he or she has received and will receive sufficient consideration and other benefits as an employee of or other service provider to the Company and as otherwise provided hereunder to clearly justify such restrictions which, in any event (given his or her education, skills and ability), Holder does not believe would prevent him or her from otherwise earning a living. Holder agrees that the Restrictive Covenants do not confer a benefit upon the Protected Companies disproportionate to the detriment of Holder.

7.6. Enforcement. Holder agrees that Holder's services are unique and that he or she has access to Confidential Information. Accordingly, Holder agrees that a breach by Holder of any of the Restrictive Covenants would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, Holder agrees that in the event of any breach or threatened breach of any provision of this Section 7, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 7, as the case may be, or require Holder to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 7, if and when final judgment of a court of competent jurisdiction is so entered against Holder. Holder further agrees that the applicable period of time any Restrictive Covenant is in effect following the date of Holder's Termination of Relationship, as determined pursuant to the foregoing provisions of this Section 7, shall be extended by the same amount of time that Holder is in breach of any Restrictive Covenant.

## RESTRICTED CASH AWARD AGREEMENT

This RESTRICTED CASH AWARD AGREEMENT (this “Agreement”) is entered into as of March 1, 2021 (the “Effective Date”), between Athene Holding Ltd. (the “Company”) and NAME (the “Participant”).

In recognition of the Participant’s outstanding achievement and contributions through the Effective Date, the Company has determined that the Participant should receive a restricted cash award. The Company and the Participant hereby agree to the restrictions, terms and conditions set forth below.

1. **Grant.** The Company hereby grants to the Participant an award (the “Award”) in the gross amount of **\$XX**. For the avoidance of doubt, the amount set forth in this Section 1 represents the entire Award that may be paid to the Participant and the Participant shall not be entitled to any interest, appreciation or earnings with respect to the Award and the Award shall be reduced for applicable withholding taxes in accordance with Section 4 and other authorized deductions.
2. **Vesting; Effect of Termination of Employment.** The Award shall become vested as set forth herein:
  - (a) The Award shall become vested and payable in 50% increments on each of March 15, 2021 and January 31, 2022 (each such date, a “Vesting Date”), provided that the Participant remains continuously employed by the Company or one of its subsidiaries through the applicable Vesting Date.
  - (b) If the Participant’s employment with the Company and its subsidiaries terminates for any reason before the last Vesting Date, the Participant shall forfeit the unvested portion of the Award as of the date of termination. Upon termination of employment or any reason: (i) the Company and its subsidiaries shall not have any further obligations to the Participant under this Agreement; (ii) the Participant shall not be entitled to the payment of any portion of the Award on a pro rata basis (or otherwise) as of the date of termination; and (iii) the Company and its subsidiaries shall not be liable to provide any replacement benefit or compensation in lieu of such forfeiture.
3. **Settlement of Award.** Subject to Section 4 hereof, within 30 days following the applicable Vesting Date, the Company shall pay the then vested portion of the Award in a lump sum payment to the Participant.
4. **Withholding Tax.** The Company shall withhold an amount sufficient to satisfy any income or other withholding taxes with respect to any taxable event arising because of this Agreement.

5. **No Right to Employment or Service.** Nothing in this Agreement shall be construed as creating any right in the Participant to continued employment or service with the Company or any of its subsidiaries, as altering or amending the existing terms and conditions of the Participant's employment or be deemed to prevent the Company or any subsidiary from terminating the Participant's employment at any time, with or without cause.
6. **Administration.** The Executive Vice President, Human Resources or, in the case of any Participant who is a Section 16 executive officer of the Company, the Compensation Committee of the Board of Directors of the Company (each, the "Administrator") has the authority to manage and supervise the administration of this Agreement. The Administrator has the right to resolve all questions which may arise in connection with this Agreement. This Agreement is subject to all interpretations, determinations, or other actions made or taken by the Administrator regarding this Agreement, which interpretations, determinations or other actions shall be final, binding and conclusive.
7. **Notices.** All notices, requests or other communications provided for in this Agreement shall be made, if to the Company, to Athene Holding, Ltd., Attention: Executive Vice President, Human Resources, Athene USA Corporation, 7700 Mills Civic Parkway, West Des Moines, IA 50266, and if to the Participant, to the last known mailing address of the Participant contained in the records of the Company. All notices, requests or other communications provided for in this Agreement shall be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mail or (d) by express courier service. The notice, request or other communication shall be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party entitled thereto if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it shall be deemed to be received on the next succeeding business day of the Company.
8. **Unfunded Status of the Award.** The Award is unfunded. The Company is not required to establish any special or separate fund or to make any other segregation of assets to assure the payment of the Award. With respect to the Award, the Participant shall have no rights greater than those of a general unsecured creditor of the Company.
9. **409A.** The Award is intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") to the maximum extent possible as short-term deferral pursuant to Treasury regulation §1.409A-1(b)(4) and each payment hereunder shall be considered a separate payment. This agreement shall be interpreted and construed consistent with such intent. In no event shall the Company or any of its affiliates be responsible for any taxes, penalties, or interest under Section 409A of the Code that arise in connection with this Agreement or any amounts payable under this Agreement.
10. **Entire Agreement; Governing Law.** This Agreement and any documents expressly referred to herein constitute the entire agreement of the parties with respect to the subject matter

hereof and supersede and extinguish all previous contracts, arrangements, agreements, understandings, warranties, representations and promises between the parties (whether written, oral or governed by a course of dealings) and the Participant acknowledges and warrants that he or she is not relying on any understanding, representation, assurance, statement or promise (whether innocently or negligently made) in entering into this Agreement which is not expressly set out herein. This Agreement and all determinations made and actions taken pursuant hereto shall be governed by the laws of the State of Iowa, without giving effect to the principles of conflicts of law.

11. **Amendment and Waiver.** The provisions of this Agreement may be amended or waived only by written agreement between the Company and the Participant, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

The Participant represents that he or she is familiar with the terms and provisions of this Agreement, and hereby accepts this Award subject to all of the terms and provisions of this Agreement. The Participant has reviewed this Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Company and the Participant have duly executed this Agreement as of the date described in the first paragraph above.

**Athene Holding Ltd.**

Kristi Kaye Burma EVP, Human Resources

**Participant:**

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

**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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - 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 10, 2021

/s/ James R. Belardi

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James R. Belardi  
Chairman, Chief Executive Officer and Chief Investment Officer  
(principal executive officer)

**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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - 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 10, 2021

/s/ Martin P. Klein

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Martin P. Klein  
Executive Vice President and Chief Financial Officer  
(principal financial officer)

**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, 2021 (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 10, 2021

/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.

**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, 2021 (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 10, 2021

/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.