

FORM 4

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

OMB APPROVAL

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STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934
or Section 30(h) of the Investment Company Act of 1940

☐ Check this box if no longer subject to
Section 16. Form 4 or Form 5 obligations
may continue. See Instruction 1(b).

☐ Check this box to indicate that a
transaction was made pursuant to a
contract, instruction or written plan for the
purchase or sale of equity securities of the
issuer that is intended to satisfy the
affirmative defense conditions of Rule
10b5-1(c). See Instruction 10.

1. Name and Address of Reporting Person * <u>HARRIS JOSHUA</u> (Last) (First) (Middle) <u>404 WASHINGTON AVE</u> <u>PH 810</u> (Street) <u>MIAMI</u> <u>FL</u> <u>33139</u> (City) (State) (Zip)	2. Issuer Name and Ticker or Trading Symbol <u>Apollo Global Management, Inc. [APO]</u>	5. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director 10% Owner Officer (give title below) <u>X</u> Other (specify below) <u>See Remarks</u>
	3. Date of Earliest Transaction (Month/Day/Year) <u>11/19/2024</u>	
	4. If Amendment, Date of Original Filed (Month/Day/Year)	6. Individual or Joint/Group Filing (Check Applicable Line) Form filed by One Reporting Person <u>X</u> Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed Of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of derivative Securities Beneficially Owned Following Reported Transaction(s) (Instr. 4)	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)	
				Code	V	(A)	(D)	Date Exercisable	Expiration Date						Title
Forward Sale Contract (obligation to sell) ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾	(1)(2)(3)(4)(5)	11/19/2024		J/K		1 ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾		(1)(2)(3)(4)(5)	(1)(2)(3)(4)(5)	Common Stock	(1)(2)(3)(4)(5)	(1)(2)(3)(4)(5)	1 ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾	I	See Footnote ⁽⁶⁾⁽⁷⁾

1. Name and Address of Reporting Person * <u>HARRIS JOSHUA</u> (Last) (First) (Middle) <u>404 WASHINGTON AVE</u> <u>PH 810</u> (Street) <u>MIAMI</u> <u>FL</u> <u>33139</u> (City) (State) (Zip)
1. Name and Address of Reporting Person * <u>MJH Partners II LLC</u> (Last) (First) (Middle) <u>404 WASHINGTON AVE</u> <u>PH 810</u> (Street) <u>MIAMI</u> <u>FL</u> <u>33139</u> (City) (State) (Zip)

Explanation of Responses:

1. On November 19, 2024, MJH Partners III LLC ("MJHP III"), a wholly-owned subsidiary of MJH Partners II LLC ("MJHP II") entered into a delayed draw variable share forward sale transaction with an unaffiliated bank (the "Bank") pursuant to a Master Confirmation entered into between MJHP III and the Bank, dated May 31, 2023 (the "Agreement") relating to up to 500,000 shares of common stock of the Issuer, par value \$0.00001 per share ("Common Stock") and obligating MJHP III to deliver to the Bank up to 500,000 shares of Common Stock (or, at MJHP III's election, under certain circumstances, an equivalent amount of cash) to settle the Agreement.
2. MJHP III pledged 500,000 shares of Common Stock (the "Pledged Shares") to secure its obligations under the Agreement, and retained voting and ordinary dividend rights in the Pledged Shares during the term of the pledge (and thereafter if MJHP III settles the Agreement in cash), subject to certain payments MJHP III may need to make to the Bank with respect to dividends under the terms of the Forward Contract. Under the terms of the Agreement, MJHP III may, at its election, subject to certain terms and conditions, receive a prepayment from the Bank with respect to some or all portions of the transactions covered by the Agreement, equal to the present value as of the relevant funding date of the payment of the Floor Price (as defined below) at maturity of the transactions.
3. Under the Agreement, on the relevant settlement date for each of the up to twelve components for which a prepayment has been paid to MJHP III by the Bank, the number of shares of Common Stock to be delivered to the Bank (or on which to base the amount of cash to be delivered to the Bank) is to be determined as follows: (a) if the per-share volume weighted average price of Common Stock on the related valuation date (the "Settlement Price") is less than or equal to a floor price that will be based on the volume-weighted average price at which the Bank establishes its initial hedge position during a hedging period (the "Floor Price"), MJHP III will deliver to the Bank the ratable portion of the Pledged Shares to be delivered with respect to each settlement date (such number of shares, the "Number of Shares"); (b) if the Settlement Price is between the Floor Price and a cap price that will be determined based on the... (Continued in Footnote 4)
4. (Continued from Footnote 3) ...volume-weighted average price at which the Bank establishes its initial hedge position during a hedging period (the "Cap Price"), MJHP III will deliver to the Bank a number of shares of Common Stock equal to the Number of Shares multiplied by a fraction, the numerator of which is the Floor Price and the denominator of which is the Settlement Price; and (c) if the Settlement Price is greater than the Cap Price, MJHP III will deliver to the Bank the number of shares of Common Stock equal to the product of (i) the Number of Shares and (ii) a fraction (a) the numerator of which is the sum of (x) the Floor Price and (y) the Settlement Price minus the Cap Price, and (b) the denominator of which is the Settlement Price.
5. Under the Agreement, on the relevant settlement date for each of the up to twelve components for which a prepayment has not been paid to MJHP III by the Bank, the number of shares of Common Stock to be delivered to the Bank (or on which to base the amount of cash to be delivered to the Bank) is to be determined as follows: (a) if the Settlement Price is greater than the Cap Price, the Bank will pay to MJHP III the Cap Price multiplied by the Number of Shares, and MJHP III will deliver to the Bank a number of shares equal to the Number of Shares; (b) if the Settlement Price is less than the Floor Price, MJHP III will deliver to the Bank a number of shares equal to the Number of Shares, and the Bank will pay to MJHP III the Floor Price multiplied by the Number of Shares; or (c) if the Settlement Price is between the Floor Price and the Cap Price, no payment or delivery of shares will be made by either party.
6. MJHP III is a wholly-owned subsidiary of MJHP II, an estate planning vehicle, each of which is an affiliate of Joshua Harris ("JH") for which voting and investment control are exercised by JH.
7. Each of the Reporting Persons disclaims beneficial ownership of the reported securities except to the extent of his or its pecuniary interest therein.

Remarks:

Each of the Reporting Persons may be deemed to be a member of a "group" for the purposes of the Securities Exchange Act of 1934 by virtue of being a party to the Apollo Global Management, Inc. Stockholders Agreement. The Reporting Persons disclaim beneficial ownership of any securities deemed to be owned by the group that are not directly owned by the applicable Reporting Person. This report shall not be deemed an admission that the Reporting Persons are a member of a group or the beneficial owner of any securities not directly owned by the applicable Reporting Person. Each of the Reporting Persons disclaims beneficial ownership of the securities except to the extent of his or its pecuniary interest therein.

By: /s/ Joshua Harris11/21/2024

By: MJH Partners II LLC, By: /s/ Joshua Harris, Authorized Signatory11/21/2024

** Signature of Reporting Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.