UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): January 1, 2022

Apollo Global Management, Inc.
(Exact name of registrant as specified in its charter)

Delaware	N/A	86-3155788
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

9 West 57th Street, 43rd Floor
New York, New York 10019
(Address of principal executive offices) (Zip Code)

(212) 515-3200
(Registrant's telephone number, including area code)

Tango Holdings, Inc.
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	**APO**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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. ☐

Explanatory Note

On January 1, 2022 (the "Merger Effective Date"), Apollo Asset Management, Inc. (f/k/a Apollo Global Management, Inc.), a Delaware corporation ("AAM"), and Athene Holding Ltd, a Bermuda exempted company ("AHL"), completed the previously announced merger transactions pursuant to the Agreement and Plan of Merger, dated as of March 8, 2021 (the "Merger Agreement"), by and among AAM, AHL, Apollo Global Management, Inc. (f/k/a Tango Holdings, Inc.), a Delaware corporation ("AGM"), Blue Merger Sub, Ltd., a Bermuda exempted company and a direct wholly owned subsidiary of AGM ("AHL Merger Sub"), and Green Merger Sub, Inc., a Delaware corporation and a direct wholly owned subsidiary of AGM ("AAM Merger Sub"). Effective as of 1:00 a.m. Eastern Time on the Merger Effective Date (the "AAM Merger Effective Time"), AAM Merger Sub merged with and into AAM (the "AAM Merger"), with AAM continuing as a direct subsidiary of AGM. Effective as of 1:01 a.m. Eastern Time on the Merger Effective Date (the "AHL Merger Effective Time"), AHL Merger Sub merged with and into AHL (the "AHL Merger" and, together with the AAM Merger, the "Mergers"), with AHL continuing as a direct subsidiary of AGM. As a result of the Mergers, AAM and AHL became direct subsidiaries of AGM.

This Current Report on Form 8-K (this "Current Report") establishes AGM as the successor issuer to AAM and AHL pursuant to Rule 12g-3(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Pursuant to Rule 12g-3(d) under the Exchange Act, shares of common stock, par value $0.00001 per share, of AGM ("AGM Shares") are deemed to be registered under Section 12(b) of the Exchange Act, and AGM is subject to the informational requirements of the Exchange Act, and the rules and regulations promulgated thereunder. AGM hereby reports this succession in accordance with Rule 12g-3(f) under the Exchange Act.

Item 1.01 Entry into Material Definitive Agreement.

Stockholders Agreement

On January 1, 2022, in connection with the closing of the Mergers, AGM entered into a Stockholders Agreement with Leon D. Black, Marc J. Rowan, Joshua J. Harris (collectively, the "Principals") and certain affiliates of the Principals (the "Stockholders Agreement").

The Stockholders Agreement provides, among other things:

- AGM will nominate each Principal (or his designee, as applicable) as part of the director slate of the AGM board of directors (the "Board"), for so long as such Principal, together with the members of his family group, beneficially owns at least $400 million in value or 10 million in number of AGM Shares (the "Ownership Threshold");

- each Principal (or his designee, as applicable), will, if requested by the Board, resign from the Board in the event that such Principal no longer meets the Ownership Threshold;
- each Principal, together with the members of his family group, agrees to vote all of his or their respective AGM Shares in favor of the election of the other Principals (or their designees, as applicable);
- AGM will recommend that its stockholders vote in favor of the Principals (or their designees, as applicable) and AGM will otherwise take reasonable action to support their nomination and election (including by filling vacancies on the Board, if necessary);
- each Principal (but not his designee) will be entitled to a seat on the executive committee of the Board so long as such Principal serves on the Board;
- AGM will not make any non-pro rata distributions or payments to any Principals without the consent of the other Principals;
- each Principal and AGM agree not to take actions inconsistent with the terms of the Stockholders Agreement or in a manner that is discriminatory as to one or more of the Principals, and will agree to oppose any such actions if proposed by others;
- each Principal will have customary information rights regarding AGM's business, so long as such Principal, together with the members of his family group, meets an ownership threshold equal to 50% of the Ownership Threshold; and
- each Principal will be entitled to the use of office space at AGM's offices and administrative and logistics support provided by AGM; provided, that such Principal continues to (a) provide services to AGM (other than as a member of the Board), (b) serve on the executive committee of the Board or (c) serve as the chairman of the Board or of any committee of the Board.

The Stockholders Agreement also grants to each Principal (and his permitted transferees) the right, under certain circumstances and subject to certain restrictions, to require AGM to register under the Securities Act of 1933, as amended (the "Securities Act"), AGM Shares held or acquired by them. Under the Stockholders Agreement, each Principal (and his permitted transferees) (i) has "demand" registration rights that require AGM to register under the Securities Act the AGM Shares that he holds or acquires, (ii) may require AGM to make available registration statements permitting sales of AGM Shares he holds or acquires in the market from time to time over an extended period and (iii) has the ability to exercise certain piggyback registration rights in connection with registered offerings requested by other registration rights holders or initiated by AGM. AGM has agreed to indemnify each Principal (and his permitted transferees, together with certain related parties) against any losses or damages resulting from any untrue statement or omission of material fact in any registration statement or prospectus pursuant to which such holder sells AGM Shares, unless such liability arose from the holder's misstatement or omission, and each Principal (and his permitted transferees) has agreed to indemnify AGM against all losses caused by his (or their) misstatements or omissions.

The foregoing description of the Stockholders Agreement does not purport to be complete and is qualified in its entirety by reference to the Stockholders Agreement, which will be filed with the next periodic report of AGM.

Registration Rights Agreement

On January 1, 2022, in connection with the closing of the Mergers, AGM entered into a Registration Rights Agreement with Mr. James Zelter and Mr. Scott Kleinman (the "Registration Rights Agreement"). Pursuant to the Registration Rights Agreement, AGM has granted Messrs. Zelter and Kleinman and their permitted transferees the right, under certain circumstances and subject to certain restrictions, to require AGM to register under the Securities Act, AGM Shares held or acquired by them. Under the Registration Rights Agreement, the registration rights holders (i) have "demand" registration rights that require AGM to register under the Securities Act the AGM Shares that they hold or acquire, (ii) may require AGM to make available registration statements permitting sales of AGM Shares they hold or acquire in the market from time to time over an extended period and (iii) have the ability to exercise certain piggyback registration rights in connection with registered offerings requested by other registration rights holders or initiated by AGM. AGM has agreed to indemnify each registration rights holder and certain related parties against any losses or damages resulting from any untrue statement or omission of material fact in any registration statement or prospectus pursuant to which such holder sells AGM Shares, unless such liability arose from the holder's misstatement or omission, and each registration rights holder has agreed to indemnify AGM against all losses caused by his misstatements or omissions.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement, which will be filed with the next periodic report of AGM.

Exchange Implementation Agreement

On December 31, 2021, in connection with the restructuring that occurred prior to the closing of the AAM Merger (the "AAM restructuring"), AGM and certain other persons entered into an Exchange Implementation Agreement (the "Exchange Implementation Agreement") with certain holders of Apollo Operating Group (as defined in the amended and restated certificate of incorporation of AGM) units ("AOG Units"). Pursuant to the Exchange Implementation Agreement, such holders of AOG Units exchanged a portion of such AOG Units for AGM Shares concurrently with the consummation of the Mergers. Additionally, under the Exchange Implementation Agreement, on December 31, 2021, the remainder of the AOG Units held by such holders were sold and transferred to APO Corp., a wholly-owned consolidated subsidiary of AAM, in exchange for an amount equal to$3.66 multiplied by the total number of AOG Units held by such holders as of immediately prior to the AAM restructuring. Such amount is payable over a period of three years in equal quarterly installments.

The foregoing description of the Exchange Implementation Agreement does not purport to be complete and is qualified in its entirety by reference to the Exchange Implementation Agreement, which will be filed with the next periodic report of AGM.

Indemnification Agreements

Following the Merger Effective Date, AGM intends to enter into indemnification agreements (the "Indemnification Agreements") with its directors and executive officers. Subject to certain specified exceptions, these Indemnification Agreements provide for indemnification against all liability and loss suffered and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement by any of these individuals in any action, suit or proceeding arising from activities in connection with AGM and its affiliates, to the fullest extent permitted by applicable law.

The foregoing description of the Indemnification Agreements does not purport to be complete and is qualified in its entirety by reference to the form of Indemnification Agreement, which will be filed with the next periodic report of AGM.

Item 1.02 Termination of a Material Definitive Agreement.

In connection with the entry into the Stockholders Agreement, the Amended and Restated Shareholders Agreement, dated as of September 5, 2019, by and among AAM, the Principals, certain affiliates of the Principals and certain other persons party thereto, was terminated in its entirety in accordance with its terms by the parties thereto.

In connection with the entry into the Exchange Implementation Agreement, the Seventh Amended and Restated Exchange Agreement, dated as of July 29, 2020, by and among AAM, the Apollo Principal Entities and the Apollo Principal Holders, as subsequently amended, supplemented or waived, was terminated in its entirety in accordance with its terms by the parties thereto.

Item 2.01 Completion of Acquisition or Disposition of Assets.

At the AHL Merger Effective Time, each issued and outstanding Class A common share, par value 0.001 per share, of AHL (each, an "AHL Common Share") (other than AHL Common Shares held (a) by AHL as treasury shares or (b) by AHL Merger Sub, the Apollo Operating Group or the respective direct or indirect wholly owned subsidiaries of AHL or the Apollo Operating Group), was converted automatically into the right to receive 1.149 duly authorized, validly issued, fully paid and nonassessable AGM Shares and any cash paid in lieu of fractional AGM Shares. No fractional AGM Shares were issued in connection with the AHL Merger, and AHL's shareholders received cash in lieu of any fractional AGM Shares. At the AAM Merger Effective Time, each issued and outstanding share of Class A common stock, par value $0.00001, of AAM (each, an "AAM Class A Share") (other than AAM Class A Shares held (a) by AAM as treasury shares or (b) by AAM Merger Sub or any direct or indirect wholly owned subsidiary of AAM) was converted automatically into the right to receive one AGM Share.

Concurrently with the closing of the Mergers, each outstanding AOG Unit, other than those held indirectly by AAM and those held indirectly by AHL, were exchanged into one AGM Share. Following the closing of the Mergers, it is expected that the AOG Units held by subsidiaries of AHL will be distributed to AGM. Additionally, prior to the closing of the Mergers, each of the sole outstanding share of Class B common stock of AAM and the sole outstanding share of Class C common stock of AAM was exchanged for 10 AAM Class A Shares, which were subsequently exchanged into 10 AGM Shares in the AAM Merger.

Following the AAM Merger, each of the issued and outstanding shares of 6.375% Series A preferred stock of AAM and 6.375% Series B preferred stock of AAM (together, the "AAM Preferred Shares") remains issued and outstanding as preferred stock of AAM. These shares of preferred stock are entitled to the same dividend and all other preferences and privileges, voting rights, relative, participating, optional and other special rights, and qualifications, limitation and restrictions set forth in the existing certificates of designations relating to the respective series of AAM Preferred Shares.

Following the AHL Merger, each of the issued and outstanding AHL depositary shares, each representing a 1/1000th interest in a 6.35% Fixed-to-Floating Rate Perpetual Non-Cumulative Preference Share, Series A, a 5.625% Fixed Rate Perpetual Non-Cumulative Preference Share, Series B, a 6.375% Fixed-Rate Reset Perpetual Non-Cumulative Preference Share, Series C and a 4.875% Fixed Rate Perpetual Non-Cumulative Preference Share, Series D (together, the "AHL Preferred Shares") under applicable Bermuda law automatically became an equivalent preferred share of AHL, the surviving company in the AHL Merger. These preferred shares are entitled to the same dividend and all other preferences and privileges, voting rights, relative, participating, optional and other special rights, and qualifications, limitations and restrictions set forth in the existing certificates of designations relating to the respective series of AHL Preferred Shares.

As provided in the Merger Agreement, at the AAM Merger Effective Time:

- each outstanding option to acquire AAM Class A Shares (an "AAM Option"), whether vested or unvested, was converted into an option to purchase a number of AGM Shares (a "AGM Option") equal to the number of AAM Class A Shares subject to such AAM Option immediately prior to the effective time of the AAM Merger, with an exercise price equal to the exercise price of such AAM Option. Each such AGM Option is otherwise subject to the same terms and conditions as were applicable under the related AAM Option immediately prior to the effective time of the AAM Merger (including, for the avoidance of doubt, the ability to satisfy any required withholding obligations upon vesting and settlement of such AGM Options through net settlement);
- each outstanding award of restricted (including transfer-restricted) AAM Class A Shares (an "AAM RSA") that is subject solely to time-based vesting requirements and not performance-based vesting requirements (an "AAM Fixed RSA") and each outstanding AAM RSA that is not an AAM Fixed RSA (an "AAM Performance RSA") was converted into a number of restricted AGM Shares ("AGM RSAs") equal to the number of AAM Class A Shares subject to such AAM RSA immediately prior to the effective

time of the AAM Merger. Each such AGM RSA is otherwise subject to the same terms and conditions as were applicable under the related AAM RSA immediately prior to the effective time of the AAM Merger (including with respect to any dividends accrued thereunder, any performance-based vesting requirements applicable to an AAM Performance RSA immediately prior to the effective time of the AAM Merger, and the ability to satisfy any required withholding obligations upon vesting and settlement of such AGM RSAs through net settlement); and

- each outstanding right to obtain the value of an AAM Class A Share (either in the form of an AAM Class A Share, cash, other property or a combination thereof) (an "AAM RSU") that is subject solely to time-based vesting requirements and not performance-based vesting requirements (an "AAM Fixed RSU") and each AAM RSU that is not an AAM Fixed RSU (an "AAM Performance RSU") was converted into a restricted share unit with respect to a number of AGM Shares ("AGM RSUs") equal to the number of AAM Class A Shares subject to such AAM RSU immediately prior to the effective time of the AAM Merger. Each such AGM RSU is otherwise subject to the same terms and conditions as were applicable under the related AAM RSU immediately prior to the effective time of the AAM Merger (including with respect to any dividend equivalents accrued thereunder, any performance-based vesting requirements applicable to an AAM Performance RSA immediately prior to the effective time of the AAM Merger, and the ability to satisfy any required withholding obligations upon vesting and settlement of such AGM RSUs through net settlement).

As provided in the Merger Agreement, at the AHL Merger Effective Time:

- each outstanding option to acquire AHL Shares (an "AHL Option"), whether vested or unvested, was converted into a number of AGM Options (rounded down to the nearest whole AGM Share) equal to the product of (i) the exchange ratio of 1.149 multiplied by (ii) the number of AHL Shares subject to such AHL Option immediately prior to the effective time of the AHL Merger (rounded down to the nearest whole share), with an exercise price equal to the quotient of (x) the exercise price of such AHL Option divided by (y) the exchange ratio of 1.149 (rounded up to the nearest whole cent). Each such AGM Option is otherwise subject to the same terms and conditions as were applicable under the related AHL Option immediately prior to the effective time of the AHL Merger (including with respect to the ability to satisfy any required withholding obligations upon vesting and settlement of such AGM Options through net settlement, and any accelerated vesting in connection with a termination of service);

- each outstanding award of restricted AHL Shares (an "AHL RSA") that is subject solely to time-based vesting requirements and not performance-based vesting requirements (an "AHL Fixed RSA"), except for AHL Fixed RSAs held by a non-employee director of AHL, and each AHL RSA that is not an AHL Fixed RSA (an "AHL Variable RSA"), was converted into a number of AGM RSAs (rounded down to the nearest whole AGM Share) equal to (i) the exchange ratio of 1.149 multiplied by (ii) the number of AHL Common Shares subject to such AHL RSA immediately prior to the effective time of the AHL Merger; provided, that in the case of any AHL Variable RSA, (A) for purposes of

clause (ii) above, the number of AHL Common Shares in respect of such AHL Variable RSA immediately prior to the effective time of the AHL Merger will be based on the applicable target level of performance and (B) the AGM RSAs will be subject only to the time vesting conditions that applied to the AHL Variable RSA and will vest at the end of the applicable performance period. Each such AGM RSA is otherwise subject to the same terms and conditions as were applicable under the related AHL RSA immediately prior to the effective time of the AHL Merger (including with respect to the ability to satisfy any required withholding obligations upon vesting and settlement of such AGM RSAs through net settlement, any dividends accrued thereunder, and any accelerated vesting in connection with a termination of service);

- each outstanding right to obtain the value of an AHL Share (either in the form of an AHL Share, cash, other property or a combination thereof) (an "AHL RSU") that is subject solely to time-based vesting requirements and not performance-based vesting requirements (an "AHL Fixed RSU") and each AHL RSU that is not an AHL Fixed RSU (an "AHL Variable RSU"), was converted into a number of AGM RSUs (rounded down to the nearest whole AGM Share) equal to (i) the exchange ratio of 1.149 multiplied by (ii) the number of AHL Common Shares subject to such AHL RSU immediately prior to the effective time of the AHL Merger; provided, that in the case of any AHL Variable RSU, (A) for purposes of clause (ii) above, the number of AHL Common Shares in respect of such AHL Variable RSU immediately prior to the effective time of the AHL Merger was based on the applicable target level of performance and (B) the AGM RSUs will be subject only to the time vesting conditions that applied to the AHL Variable RSU and will vest at the end of the applicable performance period. Each such AGM RSU will otherwise be subject to the same terms and conditions as were applicable under the related AHL RSU immediately prior to the effective time of the AHL Merger (including with respect to any dividend equivalents accrued thereunder, any accelerated vesting in connection with a termination of service, and the ability to satisfy any required withholding obligations upon vesting and settlement of such AGM RSUs through net settlement); and
- each AHL Fixed RSA granted to a non-employee director of AHL, by virtue of the occurrence of the AHL Merger, and without any action on the part of the holder thereof, vested upon the effective time of the AHL Merger.

The issuance of AGM Shares to AAM stockholders and AHL stockholders in connection with the Mergers, as described above, was registered under the Securities Act, pursuant to a registration statement on Form S-4 (File No. 333- 255858) (the "Registration Statement"), filed by AGM with the SEC and declared effective on November 4, 2021. The joint proxy statement/prospectus of AGM, AAM and AHL included in the Registration Statement contains additional information about the Mergers and the related transactions. The description of AGM common stock set forth in the joint proxy statement/prospectus is incorporated herein by reference.

The description of the Merger Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, a copy of which is filed as Exhibit 2.1 hereto and is incorporated herein by reference. This summary is not intended to modify or supplement any factual disclosures about AGM, AAM or AHL, and should not be relied upon as disclosure about AGM, AAM or AHL without consideration of the periodic and current reports and statements that AGM, AAM or AHL file with the SEC. The terms of the Merger Agreement govern the contractual rights and relationships, and allocate risks, among the parties in relation to the transactions contemplated by the Merger Agreement. In particular, the representations and warranties made by the parties to each other in the Merger Agreement reflect negotiations between, and are solely for the benefit of, the parties thereto and may be limited or modified by a variety of factors, including: subsequent events, information included in public filings, disclosures made during negotiations, correspondence between the parties and disclosure schedules to the Merger Agreement. Accordingly, the representations and warranties may not describe the actual state of affairs at the date they were made or at any other time and you should not rely on them as statements of fact.

Prior to the AGM Merger Effective Time, AAM Shares and AHL Shares were registered pursuant to Section 12(b) of the Exchange Act, and listed on the New York Stock Exchange ("NYSE"). As a result of the Mergers, AAM Shares and AHL Shares will no longer be traded or listed on the NYSE, and will be substituted for AGM Shares on the NYSE. As of the open of trading on January 3, 2022, AGM Shares will trade on the NYSE under the ticker symbol "APO." Each of AAM and AHL expects to file a Form 15 with the SEC to terminate the registration under the Exchange Act of the AAM Shares and the AHL Shares, respectively, and suspend their respective reporting obligations under Sections 12(g) and 15(d) of the Exchange Act.

The information set forth in the Explanatory Note of this Current Report is incorporated by reference into this Item 2.01.

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

The information set forth under the heading "Exchange Implementation Agreement" in Item 1.01 is incorporated by reference herein.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in the Explanatory Note and in Items 2.01, 5.01 and 5.03 of this Current Report is incorporated by reference into this Item 3.03.

Item 5.01 Changes in Control of Registrant.

Prior to the AAM Merger Effective Time, AGM was a wholly owned subsidiary of AAM. Pursuant to the Merger Agreement, immediately following the AAM Merger Effective Time, all AGM Shares owned by AAM prior to the AAM Merger Effective Time were surrendered to AGM for no consideration. Following the completion of the Mergers and the AAM restructuring, the AGM Shares became held by the former holders of AAM Shares, AHL Shares and AOG Units (other than those held indirectly by AAM and AHL).

The information set forth in the Introductory Note and in Items 2.01 and 5.02 of this Current Report is incorporated by reference into this Item 5.01.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Board of Directors

Effective immediately following the closing of the Mergers, the Board increased in size from one to sixteen directors. In connection with the closing of the Mergers, John J. Suydam, the sole director of AGM as of immediately prior to the closing of the Mergers, resigned from the Board. In addition, in accordance with the terms of the Merger Agreement and effective immediately following the closing of the Mergers each of Marc A. Beilinson, James Belardi, Walter Joseph (Jay) Clayton III (Chair), Michael Ducey, Richard Emerson, Joshua Harris, Kerry Murphy Healey, Mitra Hormozi, Pamela Joyner, Scott Kleinman, A.B. Krongard, Pauline Richards, Marc Rowan, David Simon, Lynn Swann and James Zelter were appointed to the Board. The Board has determined that all of its directors, except for Messrs. Belardi, Harris, Kleinman, Rowan and Zelter, are "independent directors" as such term is defined by the applicable rules and regulations of the SEC and the NYSE.

Messrs. Rowan and Harris are parties to the Stockholders Agreement, see "Item 1.01 Entry into Material Definitive Agreement. - Stockholders Agreement."

Messrs. Kleinman and Zelter are parties to the Registration Rights Agreement, see "Item 1.01 Entry into Material Definitive Agreement. - Registration Rights Agreement."

In addition to the employment agreements for Messrs. Rowan, Kleinman and Zelter that are described in the Current Report on Form 8-K filed by AAM with the SEC on December 2, 2021 (the "AAM 8-K"), the transactions to which AAM is a party in which any of AGM's directors have a material interest subject to disclosure under Item 404(a) of Regulation S-K are set forth in the Definitive Proxy Statement of AAM, filed on Schedule 14A with the Securities and Exchange Commission on August 16, 2021. The transactions to which AHL is a party in which any of AGM's directors have a material interest subject to disclosure under Item 404(a) of Regulation S-K are set forth in the Definitive Proxy Statement of AHL, filed on Schedule 14A with the Securities and Exchange Commission on July 22, 2021. Other than as described in this Current Report on Form 8-K, there are no transactions to which AGM is a party in which any of AGM's directors have a material interest subject to disclosure under Item 404(a) of Regulation S-K.

Committee Appointments

Effective immediately following the closing of the Mergers, the Board appointed the following individuals to the Executive Committee, the Audit Committee, the Compensation Committee, the Nominating and Corporate Governance Committee and the Sustainability and Corporate Responsibility Committee:

- Executive Committee: Walter Joseph (Jay) Clayton III (Chair), Joshua Harris and Marc Rowan as voting members; and James Zelter, Scott Kleinman and Gary Parr as non-voting observers.
- Audit Committee: Pauline Richards (Chair), Michael Ducey, A.B. Krongard.
- Compensation Committee: Marc A. Beilinson (Chair), Richard Emerson, Lynn Swann.
- Nominating and Corporate Governance Committee: A.B. Krongard (Chair), Walter Joseph (Jay) Clayton III, Mitra Hormozi, Pamela Joyner.
- Sustainability and Corporate Responsibility Committee: Kerry Murphy Healey (Chair), Mitra Hormozi, Pauline Richards.

Director Compensation

For his services as an independent director and Chair of the Board, Mr. Clayton receives a base annual director fee of $150,000 and an annual Board Chair fee of $100,000. Mr. Clayton previously received an initial grant of RSUs with a value of $750,000 that vests in equal installments on June 30, 2022, 2023 and 2024. After his initial RSU award is fully vested, Mr. Clayton will receive an annual RSU award with a value of $250,000 that vests on June 30 of the year following the year that the grant is made.

For their service on the Board, each of the independent directors (other than Mr. Clayton) receives a base annual director fee of $150,000 and an initial grant of RSUs with a value of $600,000 that vests in equal installments on June 30 of each of the first, second and third years following the year that the grant was made. After the initial RSU awards are fully vested, each independent director receives an annual RSU award with a value of $200,000 that vests on June 30 of the year following the year that the grant is made.

In addition, each independent director will receive an annual committee fee of $25,000 for each committee of the Board on which he or she serves and an additional annual committee chair fee of $25,000 (incremental to the committee fee) for each committee of the Board for which he or she serves as the chair. The independent directors will be reimbursed for reasonable expenses incurred in attending board meetings.

AGM will not pay additional remuneration to directors who are not independent for their service on the Board or its committees.

Each director has entered into a standard indemnification agreement with AGM as more fully described under the heading “Indemnification Agreement” in Item 1.01 of this Current Report.

Executive Officers

In connection with the Mergers, John Suydam, the sole executive officer of AGM as of immediately prior to the AGM Merger Effective Time resigned from his position as President and the Board appointed new executive officers of AGM effective immediately following the closing of the Mergers, including Mr. Rowan who was appointed Chief Executive Officer of AGM and Martin Kelly who was appointed Chief Financial Officer of AGM. In addition, John Suydam was appointed Chief Legal Officer of AGM.

Biographical information for each of Messrs. Rowan and Kelly are set forth in the joint proxy/prospectus filed by AGM with the SEC on November 5, 2021.

In addition to the employment agreement for Mr. Rowan that is described in the AAM8-K, the transactions to which AAM is a party in which either of Mr. Rowan or Mr. Kelly has a material interest subject to disclosure under Item 404(a) of Regulation S-K are set forth in the Definitive Proxy Statement of AAM, filed on Schedule 14A with the Securities and Exchange Commission on August 16, 2021. The transactions to which AHL is a party in which Mr. Rowan has a material interest subject to disclosure under Item 404(a) of Regulation S-K are set forth in the Definitive Proxy Statement of AHL, filed on Schedule 14A with the Securities and Exchange Commission on July 22, 2021. There are no other transactions to which AGM is a party in which either Mr. Rowan or Mr. Kelly has a material interest subject to disclosure under Item 404(a) of Regulation S-K.

Employment Agreements

On November 30, 2021, a committee of the board of directors of AAM consisting of the board's independent directors (the "AAM Committee") approved the renewal of AAM's employment, non-competition and non-solicitation agreement with Marc Rowan, which was described in the AAM 8-K.

On November 30, 2021, the AAM Committee also approved new employment agreements for AAM'sCo-Presidents, Scott Kleinman and James Zelter, which were described in the AAM 8-K.

Compensatory Plans

At the closing of the Mergers, AGM assumed the Apollo Global Management, Inc. 2019 Omnibus Equity Incentive Plans, as may be amended from time to time (the "AGM Share Plans"), and also assumed the share reserve available for future issuances under the AGM Share Plans, and amended the AGM Share Plans to reflect the Mergers, including to replace references to AAM Class A Shares with references to AGM Shares.

In addition, at the closing of the Mergers, AGM assumed AHL's 2014 Share Incentive Plan, 2016 Share Incentive Plan and 2019 Share Incentive Plan, each as may be amended from time to time (the "AHL Share Plans"), and also assumed the share reserve available for issuance with respect to outstanding awards under the AHL Share Plans.

AGM expects to grant future awards under the AGM Share Plans.

Additional information required by Items 5.02(c), (d) and (e) is included in (i) the joint proxy statement/prospectus; (ii) the Definitive Proxy Statement of AAM, filed on Schedule 14A with the Securities and Exchange Commission on August 16, 2021; and (iii) the Definitive Proxy Statement of AHL, filed on Schedule 14A with the Securities and Exchange Commission on July 22, 2021.

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

On January 1, 2022, in connection with the completion of the Mergers and in accordance with the Merger Agreement, AGM amended and restated its certificate of incorporation and its bylaws to reflect the changes contemplated by the Merger Agreement and described in the joint proxy statement/prospectus. On January 1, 2022, AGM further amended its amended and restated certificate of incorporation to change its name from Tango Holdings, Inc. to Apollo Global Management, Inc.

The foregoing description of the amended and restated certificate of incorporation of AGM, the amendment thereto and the amended and restated bylaws of AGM does not purport to be complete and is qualified in its entirety by reference to the amended and restated certificate of incorporation of AGM, the amendment thereto and the amended and restated bylaws of AGM filed as Exhibit 3.1, Exhibit 3.2 and Exhibit 3.3, respectively, to this Current Report and incorporated by reference into this Item 5.03.

The information set forth in the Explanatory Note of this Current Report is incorporated by reference into this Item 5.03

Item 7.01 Regulation FD Disclosure.

Share Repurchase Program

AGM announced today that its board of directors has approved a share repurchase authorization that allows AGM to repurchase (i) up to an aggregate of $1.5 billion of shares of its Common Stock in order to opportunistically reduce its share count and (ii) up to an aggregate of $1.0 billion of shares of its Common Stock in order to offset the dilutive impact of share issuances under the its equity incentive plans, in each case with the timing and amount of repurchases to depend on a variety of factors including price, economic and market conditions as well as expected capital needs, evolution in AGM's capital structure, legal requirements and other factors. Under the share repurchase program, repurchases may be of outstanding shares of Common Stock occurring from time to time in open market transactions, in privately negotiated transactions, pursuant to a trading plan adopted in accordance with Rule 10b5-1 of the Exchange Act, or otherwise, as well as through reductions of shares that otherwise would have been issued to participants under AGM's equity incentive plans in order to satisfy associated tax obligations. The share repurchase program does not obligate AGM to make any repurchases at any specific time. The program will be effective immediately until the aggregate repurchase amount that has been approved by the Board has been expended. The program may be suspended, extended, modified or discontinued at any time.

Closing Press Release

On January 3, 2022, AGM issued a press release in connection with the completion of the Mergers. A copy of the press release is attached hereto as Exhibit 99.1.

The information included in this Item 7.01, "Regulation FD Disclosure" of this Current Report on Form8-K, including Exhibit 99.1, is being furnished. As such, the information (including the exhibit) herein shall not be deemed to be "filed" for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that Section, nor shall it be incorporated by reference into a filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

a) Financial Statements of Business Acquired

The information required by this item was previously reported in the joint proxy statement/prospectus and, accordingly, pursuant to General Instruction B.3 of Form 8-K is not required to be reported herein.

b) Pro Forma Financial Information

The information required by this item was previously reported in the joint proxy statement/prospectus and the Current Report on Form8-K filed by AAM on December 2, 2021 and, accordingly, pursuant to General Instruction B.3 of Form 8-K is not required to be reported herein.

c) Exhibits

Exhibit No.	Description
2.1*	Agreement and Plan of Merger, dated as of March 8, 2021, by and among Apollo Global Management, Inc., Athene Holding Ltd., Tango Holdings, Inc., Blue Merger Sub, Ltd., and Green Merger Sub, Inc. incorporated by reference to Exhibit 2.1 to Apollo Asset Management, Inc.'s Form 8-K filed on March 8, 2021
3.1	Amended and Restated Certificate of Incorporation of Tango Holdings, Inc.
3.2	Amendment to the Amended and Restated Certificate of Incorporation of Apollo Global Management, Inc.
3.3	Amended and Restated Bylaws of Apollo Global Management, Inc.
99.1	Press Release, dated January 3, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Pursuant to Item 601(a)(5) of Regulation S-K, certain schedules and similar attachments have been omitted. The registrant hereby agrees to furnish a copy of any omitted schedule or similar attachment to the SEC upon request

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Apollo Global Management, Inc.

Dated: January 3, 2022

By: /s/ John J. Suydam
Name: John J. Suydam
Title: Chief Legal Officer

Exhibit 3.1

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

TANGO HOLDINGS, INC.

Tango Holdings, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

1. The name of the Corporation is Tango Holdings, Inc. The original certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on March 3, 2021.

2. This Amended and Restated Certificate of Incorporation, having been duly adopted in accordance with Sections 228, 242 and 245 of the DGCL, further amends and restates the certificate of incorporation of the Corporation and shall be effective as of 12:59 a.m. Eastern Standard Time on January 1, 2022 (the "Effective Time").

3. The certificate of incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I

NAME

The name of the Corporation is Tango Holdings, Inc.

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808. The name of the registered agent at such address is Corporation Service Company.

ARTICLE III

PURPOSE

The purpose and nature of the business to be conducted by the Corporation shall be to: (a) engage directly in, or enter into or form any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that lawfully may be conducted by a corporation organized pursuant to the DGCL, and in connection therewith, to exercise all of the rights and powers conferred upon the Corporation pursuant to the agreements relating to such business activity; and (b) do anything necessary or appropriate in furtherance thereof, including the making of capital contributions or loans to a Corporate Group Member.

ARTICLE IV

AUTHORIZED STOCK

Section 4.01 Capitalization.

(a) The total number of shares of all classes of stock that the Corporation shall have authority to issue is 100,000,000,000 which shall be divided into two classes as follows:

(i) 90,000,000,000 shares of common stock, $.00001 par value per share ("Common Stock"); and

(ii) 10,000,000,000 shares of preferred stock, $.00001 par value per share ("Preferred Stock"), which may be designated from time to time in accordance with this Article IV.

(b) The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the then outstanding shares of capital stock entitled to vote thereon, in each case irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no other vote of the holders of the Common Stock or Preferred Stock, voting together or separately as a class, shall be required therefor, unless a vote of the holders of any such class or classes or series thereof is expressly required pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock).

(c) Except to the extent expressly provided in this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock), no share of stock of the Corporation shall entitle any holder thereof to any preemptive, preferential, or similar rights with respect to the issuance of shares of Common Stock, Preferred Stock or other equity securities of the Corporation.

Section 4.02 Preferred Stock. The Board of Directors is hereby expressly authorized, by resolution or resolutions, to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix, without further stockholder approval (except as may be required by any certificate of designation relating to any series of Preferred Stock), the designation of such series, the powers (including voting powers), preferences and relative, participating, optional and other special rights, and the qualifications, limitations or restrictions thereof, of such series of Preferred Stock and the number of shares of such series, which number the Board of Directors may, except where otherwise provided in the certificate of designation of such series, increase (but not above the total number of shares of Preferred Stock then authorized and available for issuance and not committed for other issuance) or decrease (but not below the number of shares of such series then outstanding). The powers, preferences and relative, participating, optional and other special rights of, and the qualifications, limitations or restrictions thereof, of each series of Preferred Stock, if any, may differ from those of any and all other series at any time outstanding.

ARTICLE V

TERMS OF COMMON STOCK

Section 5.01 Voting. Except as required by the DGCL or as expressly otherwise provided by this Certificate of Incorporation, each holder of Common Stock, as such, shall be entitled to vote on any matter submitted to the stockholders of the Corporation generally. Each holder of a share of Common Stock shall be entitled, in respect of each share of Common Stock that is outstanding in his, her or its name on the books of the Corporation, to one vote on all matters on which holders of Common Stock are entitled to vote. Notwithstanding anything to the contrary herein, holders of Common Stock shall have no voting, approval or consent rights in respect of any amendments to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock on which the holders of such affected series of Preferred Stock are entitled to vote.

Section 5.02 Dividends. Subject to Applicable Law and the rights, if any, of the holders of any series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the other stockholders with respect to the payment of dividends, the Board of Directors may, in its sole discretion, at any time and from time to time, declare, make and pay dividends of cash or other assets to the holders of Common Stock. Subject to the terms of any certificate of designation relating to any series of Preferred Stock, dividends, to the extent so declared, shall be paid to the holders of Common Stock on a *pro rata* basis in accordance with the number of shares of Common Stock held by them as of the record date selected by the Board of Directors. Notwithstanding anything otherwise to the contrary herein, the Corporation shall not make or pay any dividend of cash or other assets with respect to shares of any series of Preferred Stock except for dividends in accordance with the certificate of designation relating to such series of Preferred Stock.

Section 5.03 Liquidation. Upon a Dissolution Event, after payment or provision for payment of the debts and other liabilities of the Corporation and subject to the rights, if any, of the holders of any class or series of stock having a preference over or the right to participate with the other stockholders with respect to the distribution of assets of the Corporation upon such Dissolution Event, the holders of Common Stock shall be entitled to receive the remaining assets of the Corporation available for distribution to its stockholders on a *pro rata* basis in accordance with the number of shares of Common Stock held by them.

Section 5.04 Stockholders Agreement. The Corporation is a party to the Stockholders Agreement, which provides certain rights to the other parties thereto, including, without limitation, certain registration rights relating to shares of Common Stock and other equity securities of the Corporation.

ARTICLE VI

BOARD OF DIRECTORS

Section 6.01 General. Except as otherwise provided in the DGCL or this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors shall not be responsible for the day-to-day business, operations and affairs of the Subsidiaries and any fund, account or vehicle that is advised, sponsored, raised or managed by the Corporation or its Affiliates or any portfolio investment of any such fund, account or vehicle, including transactions entered into by any of the foregoing in the ordinary course.

Section 6.02 Board Generally. Except as otherwise provided pursuant to, and subject to the terms and conditions of, the provisions of any of the Stockholders Agreement or any certificate of designation with respect to any outstanding series of Preferred Stock relating to the rights of the holders of Preferred Stock to elect additional directors (such directors, the "Preferred Stock Directors"), the Board of Directors shall have the sole power to set the total number of Directors which shall constitute the Board of Directors. Each Director elected shall hold office until such Director's successor is duly elected and qualified, or, if earlier, until such Director's death or until such Director resigns or is removed in the manner hereinafter provided.

Section 6.03 Election of Directors. Subject to the rights of the holders of any series of Preferred Stock with respect to any Preferred Stock Directors, if required by Applicable Law, an annual meeting of the stockholders of the Corporation for the election of Directors and such other matters as may be properly brought before the meeting shall be held at such date and time as may be fixed by the Board of Directors at such place, if any, within or without the State of Delaware as may be fixed by the Board of Directors and all as stated in the notice of the meeting. Directors shall be elected at such annual meeting of stockholders in the manner provided in this Section 6.03 and each Director elected shall hold office until the succeeding meeting after such Director's election and until such Director's successor is duly elected and qualified, or, if earlier, until such Director's death or until such Director resigns or is removed in the manner hereinafter provided. Subject to the rights of the holders of any series of Preferred Stock with respect to any Preferred Stock Directors, Directors shall be elected by a majority of the votes cast by the holders of the outstanding shares of capital stock of the Corporation present in person or represented by proxy and entitled to vote on the election of Directors at any annual meeting of stockholders at which a quorum is present; provided that if as of a date that is 14 days in advance of the date the Corporation files its definitive proxy statement for any such annual meeting of stockholders (regardless of whether or not thereafter revised or supplemented) with the SEC the number of nominees exceeds the number of Directors to be elected, the Directors shall be elected at such annual meeting by a plurality of the votes cast. For purposes of this Section 6.03, a majority of the votes cast means that (a) the number of votes cast "for" a Director must exceed the number of votes cast "against" that Director and (b) abstentions and broker non-votes are not counted as votes cast.

Section 6.04 Removal. Any Director or the whole Board of Directors (other than a Preferred Stock Director) may be removed, with or without cause, at any time, by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon, voting together as a single class, at an annual meeting or at a special meeting of stockholders called for that purpose.

Section 6.05 Vacancies. Unless otherwise required by Applicable Law and subject to the terms and conditions of the Stockholders Agreement, (i) any newly created directorship on the Board of Directors resulting from any increase in the authorized number of Directors (other than in respect of a Preferred Stock Director) may only be filled by the affirmative vote of a majority of the Directors in office, provided that a quorum is present, and any vacancy on the Board of Directors (other than in respect of a Preferred Stock Director) may only be filled by the affirmative vote of a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, (ii) any Director elected to fill a vacancy shall have the same remaining term as that of such Director's predecessor and until such Director's successor is duly elected or appointed and qualified, or until his or her earlier death, resignation or removal, and (iii) if there are no Directors in office, then an election of Directors may be held in the manner provided by the DGCL.

ARTICLE VII

AMENDMENT OF CERTIFICATE OF INCORPORATION

Section 7.01 Amendment Requirements.

(a) Except as provided in Article IV, any proposed amendment to this Certificate of Incorporation shall require the approval of the holders of a majority of the voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon unless a greater or different percentage is required under the DGCL or this Certificate of Incorporation. Each proposed amendment that requires the approval of the holders of a specified percentage of the voting power of the outstanding shares of capital stock of the Corporation entitled to vote thereon shall be set forth in a writing that contains the text of the proposed amendment. If such an amendment is proposed, the Board of Directors shall call a meeting of the stockholders to consider and vote on such proposed amendment, in each case, in accordance with the provisions of this Certificate of Incorporation, the Bylaws and the DGCL.

Section 7.02 Preferred Stock. Notwithstanding anything to the contrary herein, holders of Preferred Stock shall have no voting, approval or consent rights under this Article VII. Voting, approval and consent rights of holders of Preferred Stock shall be solely as provided for and set forth in any certificate of designation relating to any series of Preferred Stock.

ARTICLE VIII

BYLAWS

Section 8.01 Amendments. In furtherance and not in limitation of the powers conferred by the DGCL, the Board of Directors is expressly authorized to adopt, amend and repeal, in whole or in part, the Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the DGCL or this Certificate of Incorporation.

ARTICLE IX

OUTSIDE ACTIVITIES

Section 9.01 Outside Activities. Except with respect to any corporate opportunity expressly offered to any Indemnified Person solely through their service to the Corporate Group, to the fullest extent permitted by the DGCL, each Indemnified Person shall have the right to engage in businesses of every type and description and other activities for profit and to engage in and possess an interest in other business ventures of any and every type or description, whether in businesses engaged in or anticipated to be engaged in by any Corporate Group Member, independently or with others, including business interests and activities in direct competition with the business and activities of any Corporate Group Member, and none of the same shall constitute a violation of this Certificate of Incorporation or any duty otherwise existing at law, in equity or otherwise to any Corporate Group Member or any holder of shares of capital stock. Subject to the immediately preceding sentence, no Corporate Group Member or any holder of shares of capital stock shall have any rights by virtue of this Certificate of Incorporation, the DGCL or otherwise in any business ventures of any Indemnified Person, and the Corporation hereby waives and renounces any interest or expectancy therein.

Section 9.02 Approval and Waiver. Subject to the terms of Section 9.01, and subject to any agreement between the Corporation and any Indemnified Person, but otherwise notwithstanding anything to the contrary in this Certificate of Incorporation and to the fullest extent permitted by Applicable Law: (i) the engaging in competitive activities by any Indemnified Person in accordance with the provisions of this Article IX is hereby deemed approved by the Corporation and all holders of shares of capital stock; (ii) it shall be deemed not to be a breach of any Indemnified Person's duties or any other obligation of any type whatsoever of the Indemnified Person for the Indemnified Person to engage in such business interests and activities in preference to or to the exclusion of any Corporate Group Member, (iii) the Indemnified Persons shall have no obligation hereunder or as a result of any duty otherwise existing at law, in equity or otherwise to present business opportunities to any Corporate Group Member and (iv) the Corporation hereby waives and renounces any interest or expectancy in such activities such that the doctrine of "corporate opportunity" or other analogous doctrine shall not apply to any such Indemnified Person.

ARTICLE X

INDEMNIFICATION, LIABILITY OF INDEMNITEES

Section 10.01 Indemnification.

(a) To the fullest extent permitted by Applicable Law (including, if and to the extent applicable, Section 145 of the DGCL), but subject to the limitations expressly provided for in this Section 10.01, all Indemnified Persons shall be indemnified and held harmless by the Corporation from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or

informal and including appeals, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnified Person whether arising from acts or omissions to act occurring before or after the date of this Certificate of Incorporation. Notwithstanding the preceding sentence, except as otherwise provided in Section 10.01(k), the Corporation shall be required to indemnify a Person described in such sentence in connection with any action, suit or proceeding (or part thereof) commenced by such Person only if the commencement of such action, suit or proceeding (or part thereof) by such Person was authorized by the Board of Directors.

(b) To the fullest extent permitted by Applicable Law, expenses (including legal fees and expenses) incurred by an Indemnified Person in appearing at, participating in or defending any indemnifiable claim, demand, action, suit or proceeding pursuant to Section 10.01(a) shall, from time to time, be advanced by the Corporation prior to a final and non-appealable determination that the Indemnified Person is not entitled to be indemnified upon receipt by the Corporation of an undertaking by or on behalf of the Indemnified Person to repay such amount if it ultimately shall be determined that the Indemnified Person is not entitled to be indemnified pursuant to this Section 10.01. Notwithstanding the immediately preceding sentence, except as otherwise provided in Section 10.01(k), the Corporation shall be required to advance expenses to an Indemnified Person pursuant to the immediately preceding sentence in connection with any action, suit or proceeding (or part thereof) commenced by such Person only if the commencement of such action, suit or proceeding (or part thereof) by such Person was authorized by the Board of Directors in its sole discretion.

(c) The indemnification provided by this Section 10.01 shall be in addition to any other rights to which an Indemnified Person may be entitled under this Certificate of Incorporation or any other agreement, pursuant to a vote of a majority of Directors who are disinterested with respect to such matter, or as a matter of law, in equity or otherwise, both as to actions in the Indemnified Person's capacity as an Indemnified Person and as to actions in any other capacity, and shall continue as to an Indemnified Person who has ceased to serve in such capacity.

(d) The Corporation may purchase and maintain insurance, on behalf of its Affiliates, any Indemnified Person and such other Persons as the Board of Directors shall determine in its sole discretion, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Corporation's activities or any such Person's activities on behalf of the Corporation, regardless of whether the Corporation would have the power to indemnify such Person against such liability under the provisions of this Certificate of Incorporation.

(e) For purposes of this Section 10.01, (i) the Corporation shall be deemed to have requested an Indemnified Person to serve as a fiduciary of an employee benefit plan whenever the performance by it of its duties to the Corporation also imposes duties on, or otherwise involves services by, such Indemnified Person to the plan or participants or beneficiaries of the plan; (ii) excise taxes assessed on an Indemnified Person with respect to an employee benefit plan pursuant to Applicable Law shall constitute "fines" within the meaning of Section 10.01(a); and (iii) any action taken or omitted by an Indemnified Person with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Corporation.

(f) Any indemnification pursuant to this Section 10.01 shall be made only out of the assets of the Corporation. In no event may an Indemnified Person subject any holders of shares of capital stock to personal liability by reason of the indemnification provisions set forth in this Certificate of Incorporation.

(g) To the fullest extent permitted by Applicable Law, an Indemnified Person shall not be denied indemnification in whole or in part under this Section 10.01 because the Indemnified Person had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Certificate of Incorporation.

(h) The provisions of this Section 10.01 are for the benefit of the Indemnified Persons and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) To the fullest extent permitted by Applicable Law, each Director and officer shall, in the performance of his, her or its duties, be fully protected in relying in good faith upon the records of the Corporation and on such information, opinions, reports or statements presented to the Corporation by any of the officers, directors or employees of the Corporation or any other Corporate Group Member, or committees of the Board of Directors, or by any other Person (including legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by the Corporation or any other Corporate Group Member) as to matters the Directors or officers, as the case may be, reasonably believe are within such other Person's professional or expert competence.

(j) No amendment, modification or repeal of this Section 10.01 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnified Person to be indemnified by the Corporation, nor the obligations of the Corporation to indemnify any such Indemnified Person under and in accordance with the provisions of this Section 10.01 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in-part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(k) If a claim for indemnification (following the final disposition of the action, suit or proceeding for which indemnification is being sought) or advancement of expenses under this Section 10.01 is not paid in full within thirty (30) days after a written claim therefor by any Indemnified Person has been received by the Corporation, such Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expenses of prosecuting such claim, including reasonable attorneys' fees, to the fullest extent permitted by Applicable Law.

(l) This Section 10.01 shall not limit the right of the Corporation, to the extent and in the manner permitted by Applicable Law, to indemnify and to advance expenses to, and purchase and maintain insurance on behalf of, Persons other than Indemnified Persons.

Section 10.02 Liability of Indemnitees.

(a) Notwithstanding anything otherwise to the contrary herein (but without limitation of any other provision of this Certificate of Incorporation providing for the limitation or elimination of liability of any Person), to the extent and in the manner permitted by the DGCL, no Indemnified Person shall be liable to the Corporation, the stockholders of the Corporation, in their capacity as such, or any other Persons who have acquired interests in the securities of the Corporation, for any losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising as a result of any act or omission of an Indemnified Person, or for any breach of contract (including a violation of this Certificate of Incorporation) or any breach of duties (including breach of fiduciary duties) whether arising hereunder, at law, in equity or otherwise, unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnified Person acted in bad faith or engaged in fraud or willful misconduct.

(b) Any amendment, modification or repeal of this Section 10.02 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnified Persons under this Section 10.02 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted, and provided such Person became an Indemnified Person hereunder prior to such amendment, modification or repeal.

(c) A Director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a Director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

ARTICLE XI

SPECIAL MEETINGS OF STOCKHOLDERS; ACTION WITHOUT A MEETING

Section 11.01 Special Meetings. Except as otherwise required by Applicable Law and subject to the rights of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time only (i) by the Board of Directors or (ii) subject to the requirements set forth in Section 1.02 of the Bylaws, by the Secretary of the Corporation upon proper written request or requests given by or on behalf of one or more persons who Beneficially Own at least 25% of the voting power of all outstanding shares of Common Stock of the Corporation as of the date on which the first request for such special meeting was received by the Secretary of the Corporation in the manner required by Section 1.02 of the Bylaws. Business to be conducted at a special meeting of stockholders may only be brought before the meeting pursuant to the Corporation's notice of meeting.

Section 11.02 Action Without a Meeting. Except as otherwise provided in this Certificate of Incorporation, including any certificate of designation relating to any series of Preferred Stock, any action required or permitted to be taken by the stockholders may only be taken at a meeting of stockholders and may not be taken by written consent.

ARTICLE XII

DEFINITIONS

Section 12.01 Definitions. The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Certificate of Incorporation:

"Affiliate" of any Person means any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. Except as expressly stated otherwise in this Certificate of Incorporation, the term "Affiliate" with respect to the Corporation does not include at any time any Fund or Portfolio Company.

"Apollo Operating Group" means (i) Apollo Principal Holdings I, L.P., a Cayman Islands exempted limited partnership, Apollo Principal Holdings II, L.P., a Cayman Islands exempted limited partnership, Apollo Principal Holdings III, L.P., a Cayman Islands exempted limited partnership, Apollo Principal Holdings IV, L.P., a Cayman Islands exempted limited partnership, Apollo Principal Holdings V, L.P., a Cayman Islands exempted limited partnership, Apollo Principal Holdings VI, L.P., a Cayman Islands exempted limited partnership, Apollo Principal Holdings VII, L.P., a Cayman Islands exempted limited partnership, Apollo Principal Holdings VIII, L.P., a Cayman Islands exempted limited partnership, Apollo Principal Holdings IX, L.P., a Cayman Islands exempted limited partnership, Apollo Principal Holdings X, L.P., a Cayman Islands exempted limited partnership, Apollo Principal Holdings XI, LLC, an Anguilla limited liability company, Apollo Principal Holdings XII, L.P., a Cayman Islands exempted limited partnership, AMH Holdings (Cayman), L.P., a Cayman Islands exempted limited partnership, and any successors thereto or other entities formed to serve as holding vehicles for the carry vehicles, management companies or other entities formed by the Corporation or its Subsidiaries to engage in the asset management business (including alternative asset management) and (ii) any such carry vehicles, management companies or other entities formed by the Corporation or its Affiliates to engage in the asset management business (including alternative asset management) and receiving management fees, incentive fees, fees paid by Portfolio Companies, carry or other remuneration which are not Subsidiaries of the Persons described in clause (i), excluding any Funds and any Portfolio Companies.

"Applicable Law" means, with respect to any Person, all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees or orders of any Governmental Entity applicable to such Person.

"Beneficial Owner" means with respect to any security, a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has or shares: (a) voting power, which includes the power to vote, or to direct the voting of, such security and/or (b) investment power, which includes the power to dispose, or to direct the disposition of, such security. The terms "Beneficially Own" and "Beneficial Ownership" have correlative meanings.

"Board of Directors" means the Board of Directors of the Corporation.

"Bylaws" means the bylaws of the Corporation as in effect from time to time.

"Code" means the Internal Revenue Code of 1986, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Common Stock" has the meaning assigned to such term in Section 4.01(a)(i).

"control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contrast or otherwise, and "controlling" and "controlled" shall have meanings correlative thereto.

"Corporate Group" means the Corporation and each Subsidiary of the Corporation.

"Corporate Group Member" means a member of the Corporate Group.

"Corporation" has the meaning assigned to such term in the preamble hereof, including any successor entity thereto.

"DGCL" has the meaning assigned to such term in the preamble hereof.

"Director" means a member of the Board of Directors.

"Dissolution Event" means an event giving rise to the dissolution of the Corporation.

"Effective Time" has the meaning set forth in the preamble hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time, and the rules and regulations promulgated thereunder.

"Former Manager" means AGM Management, LLC in its capacity as the former manager of Apollo Global Management, LLC.

"Fund" means any pooled investment vehicle or similar entity sponsored or managed, directly or indirectly, by the Corporation or any of its Subsidiaries.

"Governmental Entity" means any Federal, state, county, city, local or foreign governmental, administrative or regulatory authority, commission, committee, agency or body (including any court, tribunal or arbitral body).

"Indemnified Person" means, to the fullest extent permitted by Applicable Law: (a) the Former Manager; (b) any Affiliate of the Former Manager; (c) any member, partner, Tax Matters Partner, Partnership Representative, officer, director, employee, agent, fiduciary or trustee of any Corporate Group Member, the Former Manager or any of their respective Affiliates; (d) any Person who was serving at the request of the Former Manager or any of its respective Affiliates as an officer, director, employee, member, partner, Tax Matters Partner, Partnership Representative, agent, fiduciary or trustee of another Person; provided, that a Person shall not be an Indemnified Person by reason of providing, on afee-for-services basis, trustee, fiduciary or custodial services; and (e) any Person that the Board of Directors in its sole discretion designates as an "Indemnified Person" as permitted by Applicable Law.

"Investment" means any investment (or similar term describing the results of the deployment of capital) as defined in the governing document of any Fund managed (directly or indirectly) by a member of the Apollo Operating Group.

"Partnership Representative" means the "partnership representative" as defined in Section 6223 of the Code after amendment by P.L.114-74.

"Person" shall be construed broadly and includes any individual, corporation, firm, partnership, limited liability company, joint venture, estate, business, association, trust, Governmental Entity or other entity.

"Portfolio Company" means any Person in which any Fund owns or has made, directly or indirectly, any Investment.

"Preferred Stock" has the meaning set forth in Section 4.01(a)(ii).

"SEC" means the United States Securities and Exchange Commission or any similar agency then having jurisdiction to enforce the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended, supplemented or restated from time to time, and the rules and regulations promulgated thereunder.

"Stockholders Agreement" means the Stockholders Agreement, dated on or about the date hereof, by and among the Corporation and the other persons party thereto (without giving effect to any amendments or supplements thereto or restatements or modifications thereof). References in this Certificate of Incorporation to the Stockholders Agreement shall only be effective for so long as the Stockholders Agreement remains in effect in accordance with the terms thereof as between the parties thereto.

"Subsidiary" or "Subsidiaries" means, with respect to any Person, as of any date of determination, any other Person as to which such Person owns, directly or indirectly, or otherwise controls, more than 50% of the voting shares or other similar interests or the sole general partner interest or managing member or similar interest of such Person. The term "Subsidiary" does not include at any time any Funds or Portfolio Companies.

"Tax Matters Partner" means the "tax matters partner" as defined in the Code prior to amendment by P.L.114-74.

ARTICLE XIII

MISCELLANEOUS

Section 13.01 Invalidity of Provisions. If any provision of this Certificate of Incorporation is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

Section 13.02 Severability. It is the desire and intent of the parties that the provisions of this Certificate of Incorporation be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Certificate of Incorporation shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Certificate of Incorporation or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Certificate of Incorporation or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 13.03 Construction. In this Certificate of Incorporation, unless the context otherwise requires: (a) section headings in this Certificate of Incorporation are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein; (b) words importing the singular include the plural and vice versa; (c) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms; (d) a reference to a clause, party, section, article, annex, exhibit or schedule is a reference to a clause or section of, or a party, annex, exhibit or schedule to this Certificate of Incorporation, and a reference to this Certificate of Incorporation includes any annex, exhibit and schedule hereto; (e) a reference to a statute, regulations, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or bylaws amending, consolidating or replacing it, whether passed by the same or another Governmental Entity with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and bylaws issued under the statute; (f) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; (g) a reference to a party to a document includes that party's successors, permitted transferees and permitted assigns; (h) the use of the term "including" means "including, without limitation"; (i) the words "herein", "hereunder" and other words of similar import refer to this Certificate of Incorporation as a whole, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Certificate of Incorporation; (j) the title of and section and paragraph headings used in this Certificate of Incorporation are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions in this Certificate of Incorporation; and (k) where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates.

ARTICLE XIV

FORUM SELECTION

Section 14.01 Forum Selection. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, this Certificate of Incorporation or the Bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten (10) days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. The foregoing will not apply to claims asserting a cause of action arising under the Securities Act of 1933, as amended, the Exchange Act or other federal securities laws for which there is exclusive federal or concurrent federal and state jurisdiction and, unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of such claims.

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[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Corporation has executed this Amended and Restated Certificate of Incorporation on this 30th day of December, 2021.

TANGO HOLDINGS, INC.

By: /s/ John J. Suydam
Name: John J. Suydam
Title: President and Secretary

Exhibit 3.2

CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
TANGO HOLDINGS, INC.

Tango Holdings, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: This Certificate of Amendment of the Amended and Restated Certificate of Incorporation of Tango Holdings, Inc. amends the Amended and Restated Certificate of Incorporation of the Corporation solely to reflect a change in name of the Corporation and shall be effective as of 1:01 a.m. Eastern Standard Time on January 1, 2022.

SECOND: Article I of the Amended and Restated Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

"**ARTICLE I**

The name of the Corporation is Apollo Global Management, Inc."

THIRD The foregoing amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be executed by its duly authorized officer on this 30th day of December, 2021.

Tango Holdings, Inc.

By: /s/ John J. Suydam
Name: John J. Suydam
Title: President and Secretary

[Signature Page to Certificate of Amendment to Amended and Restated Certificate of Incorporation of Tango Holdings, Inc.]

AMENDED AND RESTATED BYLAWS

OF

APOLLO GLOBAL MANAGEMENT, INC.

(Effective January 1, 2022)

ARTICLE I

MEETINGS OF STOCKHOLDERS, ACTION WITHOUT A MEETING

Section 1.01 Annual Meetings. If required, annual meetings of stockholders may be held at such place, if any, either within or without the State of Delaware, on such date and at such time as the Board of Directors shall determine. The Board of Directors may, in its sole discretion, determine that annual meetings of stockholders shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211(a)(2) of the DGCL. The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 1.02 Special Meetings.

(a) Special meetings of stockholders may only be called in the manner provided in the Certificate of Incorporation. Subject to Section 1.02(e) of these Bylaws, special meetings of stockholders may be held at such place, if any, either within or without the State of Delaware, on such date and at such time, and for such purpose or purposes, as the Board of Directors shall determine and state in the Corporation's notice of meeting. The Board of Directors may, in its sole discretion, determine that special meetings of stockholders shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211(a)(2) of the DGCL. The Board of Directors may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors and may postpone, reschedule or cancel any special meeting of stockholders called by the secretary of the Corporation (the "Secretary") in accordance with these Bylaws as provided herein.

(b) Subject to Section 1.02(c)-(f) of these Bylaws, a special meeting of stockholders shall be called by the Secretary upon proper written request or requests (each, a "Meeting Request") given by or on behalf of one or more persons (each, a 'Requesting Stockholder") who Beneficially Own at least 25% of the voting power of all outstanding shares of Common Stock of the Corporation as of the record date determined pursuant to the following sentence (the "Required Special Meeting Percentage"). The record date for determining stockholders, or Beneficial Owners, as applicable, entitled to request a special meeting shall be the date on which the first Meeting Request for such special meeting was received by the Secretary in the manner required by the preceding sentence.

(c) To be in proper form, a Meeting Request shall be signed by the Requesting Stockholder or Requesting Stockholders submitting such Meeting Request, shall be delivered to the Secretary at the principal executive offices of the Corporation, and shall set forth:

(i) A statement of the specific purpose of the meeting and the matters proposed to be acted on at the meeting, the reasons for conducting such business at the meeting, and any material interest in such business of each such Requesting Stockholder;

(ii) The name and address of each such Requesting Stockholder as it appears on the Corporation's stock ledger (or, with respect to all shares to be included in the Required Special Meeting Percentage that are Beneficially Owned but not of record by each such Requesting Stockholder, the name of each broker, bank or custodian (or similar entity) of each such Requesting Stockholder with respect to such shares);

(iii) The number of shares of the Corporation's Common Stock owned of record and Beneficially Owned by each such Requesting Stockholder; and

(iv) As to each such Requesting Stockholder, the Stockholder Information (except that references to the "Proponent" and the "annual meeting" in Section 1.12(d)(iii) of these Bylaws shall instead refer, respectively, to each "Requesting Stockholder" and the "special meeting" for purposes of this paragraph).

The requirement set forth in clause (iv) of the immediately preceding sentence shall not apply to (A) any stockholder, or Beneficial Owner, as applicable, who has provided a written request solely in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Exchange Act by way of a solicitation statement filed on Exchange Act Schedule 14A or (B) any stockholder of record that is a broker, bank or custodian (or similar entity) and is acting solely as nominee on behalf of a Beneficial Owner. Except as otherwise provided in this Section 1.02(c), Section 1.12 of these Bylaws shall apply with respect to stockholder-requested special meetings.

(d) A Requesting Stockholder may revoke its Meeting Request at any time by written revocation delivered to the Secretary, and if, following such revocation, there are unrevoked Meeting Requests from less than the Required Special Meeting Percentage, the Board of Directors, in its discretion, may cancel the special meeting of the stockholders.

(e) A special meeting requested by stockholders shall be held at such date, time and place, if any, as may be fixed by the Board of Directors; provided, however, that the date of any such special meeting shall be not more than ninety (90) days after the receipt by the Secretary in the manner required by Section 1.02(c) of Meeting Requests from the Required Special Meeting Percentage.

(f) Notwithstanding anything to the contrary in this Section 1.02:

(i) A special meeting requested by stockholders shall not be held if (A) the Meeting Request does not comply with these Bylaws or the Certificate of Incorporation; (B) the action relates to an item of business that is not a proper subject for stockholder action under Applicable Law; (C) the Meeting Request is received by the Secretary during the period commencing ninety (90) days prior to the first anniversary of the date of the immediately preceding annual meeting and ending on the date of the final adjournment of the next annual meeting of stockholders; (D) an identical or substantially similar item of business, as determined in good faith by the Board of Directors in its sole and absolute discretion, which determination shall be conclusive and binding on the Corporation and its stockholders, was presented at a meeting of stockholders held not more than thirty (30) days before the Meeting Request is received by the Secretary; or (E) the Meeting Request was made in a manner that involved a violation of Regulation 14A under the Exchange Act or other Applicable Law; and

(ii) Nothing herein shall prohibit the Board of Directors from including in the Corporation's notice of any special meeting of stockholders called by the Secretary additional matters to be submitted to the stockholders at such meeting not included in the Meeting Request in respect of such meeting.

Section 1.03 Notice of Meetings of Stockholders. Notice, stating the place, if any, day and hour of any annual or special meeting of the stockholders, as determined by the Board of Directors and, (i) in the case of a special meeting of the stockholders of the Corporation, the purpose or purposes for which the meeting is called or (ii) in the case of an annual meeting, those matters that the Board of Directors, at the time of giving notice, intends to present for action by the stockholders of the Corporation, shall, except as otherwise required by Applicable Law, be delivered by the Corporation not less than ten (10) calendar days nor more than sixty (60) calendar days before the date of the meeting, to each record holder who is entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting. Such further notice shall be given as may be required by the DGCL.

Section 1.04 Adjournment. Any meeting of the stockholders of the Corporation may be adjourned from time to time by the chairman of the meeting to another place, if any, or time, without regard to the presence of a quorum. In the absence of a quorum, any meeting of stockholders of the Corporation may be adjourned from time to time by the affirmative vote of stockholders holding at least a majority of the voting power of the outstanding shares of capital stock of the Corporation entitled to vote at such meeting represented either in person or by proxy, but no other business may be transacted, except as provided in Section 1.05 of these Bylaws. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new record date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. Notwithstanding the foregoing, if the adjournment is for more than thirty (30) days or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with these Bylaws and the DGCL.

Section 1.05 Quorum. At any meeting of stockholders of the Corporation, the holders of a majority of the voting power of the outstanding shares of capital stock of the class or classes or series for which a meeting has been called, represented in person or by proxy, shall constitute a quorum of such class or classes or series unless any such action by the stockholders requires approval by holders of a greater percentage of voting power of such stock, in which case the quorum shall be such greater percentage. The submission of matters to stockholders of the Corporation for approval shall occur only at a meeting of stockholders of the Corporation duly called and held in accordance with the Bylaws and the Certificate of Incorporation at which a quorum is present; provided, however, that the stockholders of the Corporation present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum, if any action taken (other than adjournment) is approved by the required percentage of voting power of the outstanding shares of capital stock of the Corporation specified in the Certificate of Incorporation, these Bylaws or the DGCL.

Section 1.06 Required Vote for Stockholder Action. When a quorum is present at any meeting, all matters properly submitted to stockholders of the Corporation for approval (other than the election of directors) shall be determined by the holders of a majority of the voting power of the outstanding shares of capital stock of the Corporation which are present in person or by proxy at such meeting and entitled to vote thereon (unless a greater percentage is required with respect to such matter under the DGCL, under the rules of any National Securities Exchange on which the Common Stock of the Corporation is listed for trading, or a greater or lesser percentage is required under the provisions of the Certificate of Incorporation or these Bylaws, in which case the approval of stockholders of the Corporation holding outstanding shares of capital stock that in the aggregate represent at least such percentage of voting power shall be required) and such determination shall be deemed to constitute the act of all the stockholders of the Corporation.

Section 1.07 Record Date. For purposes of determining the stockholders of the Corporation entitled to notice of or to vote at a meeting of the stockholders of the Corporation, the Board of Directors may set a record date, which shall not be less than ten (10) nor more than sixty (60) days before the date of the meeting (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Common Stock of the Corporation is listed for trading, in which case the rule, regulation, guideline or requirement of such exchange shall govern, subject to the requirements of the DGCL). A determination of stockholders of the Corporation of record entitled to notice of or to vote at a meeting of stockholders of the Corporation shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.08 Voting and Other Rights. Only those record holders of outstanding shares of capital stock on the record date set pursuant to Section 1.07 of these Bylaws shall be entitled to notice of, and to vote at, a meeting of stockholders of the Corporation or to act with respect to matters as to which the holders of the outstanding shares of capital stock have the right to vote or to act. All references in the Certificate of Incorporation or these Bylaws to votes of, or other acts that may be taken by, the holders of outstanding shares of capital stock shall be deemed to be references to the votes or acts of the record holders of such outstanding shares of capital stock on such record date.

Section 1.09 Proxies and Voting.

(a) Subject to the requirements of the DGCL, on any matter that is to be voted on by stockholders of the Corporation, the stockholders may vote in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by Applicable Law. Any such proxy shall be filed in accordance with the procedure established for the meeting. For purposes of these Bylaws, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

(b) The Board of Directors may, and to the extent required by Applicable Law, shall, in advance of any meeting of stockholders of the Corporation, appoint one or more inspectors to act at the meeting and make a written report thereof. The Board of Directors may designate one or more alternate inspectors to replace any inspector who fails to act.

Section 1.10 Conduct of a Meeting. To the fullest extent permitted by Applicable Law, the Board of Directors shall have full power and authority concerning the manner of conducting any meeting of the stockholders of the Corporation, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of these Bylaws and the Certificate of Incorporation, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The Board of Directors shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Corporation maintained by the Corporation. The Board of Directors may make such other regulations consistent with Applicable Law, the Certificate of Incorporation and these Bylaws as it may deem advisable concerning the conduct of any meeting of the stockholders of the Corporation, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes, the submission and examination of proxies and other evidence of the right to vote.

Section 1.11 Action Without a Meeting. Except as otherwise provided in the Certificate of Incorporation, including any certificate of designation relating to any series of Preferred Stock, any action required or permitted to be taken by the stockholders may only be taken at a meeting of stockholders and may not be taken by written consent.

Section 1.12 Notice of Stockholder Business and Nominations.

(a) Subject to the Stockholders Agreement and the rights of the holders of any series of Preferred Stock, nominations of Persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (i) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 1.03, (ii) by or at the direction of the Board of Directors or any authorized committee thereof or (iii) by any stockholder of the Corporation who was a stockholder of record of the Corporation at the time the notice provided for in this Section 1.12 is delivered to the Secretary, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 1.12. Notwithstanding the first sentence of this Section 1.12(a), nominations may be made by any Eligible Stockholder (as defined below) who complies with Section 1.13 of these Bylaws in accordance with the terms and conditions set forth therein.

(b) No stockholder may bring any business before an annual meeting unless such stockholder (i) is entitled to propose business to be brought before an annual meeting of stockholders under Delaware law, (ii) is entitled to vote at the annual meeting on such business, (iii) has complied with the notice procedures set forth in paragraphs (c) and (d) of this Section 1.12, (iv) was a stockholder of record as of the time such notice is delivered to the Secretary and (v) is a stockholder of record as of the record date for notice and voting at the annual meeting and as of the date of the annual meeting. Where any stockholder is entitled to bring any such business before an annual meeting in accordance with the first sentence of this Section 1.12(b), such stockholder may bring such business notwithstanding the first sentence of Section 1.12(a).

(c) Except as provided in the Stockholders Agreement, for nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to Section 1.12(a)(iii) or Section 1.12(b), respectively, the stockholder must have given timely notice thereof in writing to the Secretary and such business must constitute a proper matter for action by stockholders. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the first anniversary of the preceding year's annual meeting (which date of the preceding year's annual meeting shall, for purposes of the Corporation's first annual meeting of stockholders after the effective date of these Bylaws, be deemed to have occurred on the date of the 2021 annual meeting of stockholders of AAM); provided, however, that in the event that the date of the annual meeting is advanced by more than thirty (30) days, or delayed by more than seventy (70) days, from the anniversary date of the previous year's meeting, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so delivered not earlier than one hundred twenty (120) days prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made. Public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice.

(d) Such stockholder's (the "Proponent") notice shall set forth:

(i) as to each person whom the Proponent proposes to nominate for election as a Director (each, a "Stockholder Nominee"): (A) all information relating to such Stockholder Nominee that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Section 14(a) of the Exchange Act, and the rules and regulations promulgated thereunder; (B) such Stockholder Nominee's written consent to being named in the Corporation's proxy statement as a nominee of the Proponent and to serving as a Director if elected; (C) a completed and signed written questionnaire with respect to the background and qualification of such Stockholder Nominee and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request); (D) information as necessary to permit the Board of Directors to determine if such Stockholder Nominee (1) is independent under, and satisfies the audit, compensation or other board committee independence requirements under, applicable rules and listing standards of the National Securities Exchange on which the capital stock of the Corporation is listed for trading, any applicable rules of the SEC or any other regulatory body with jurisdiction over the Corporation, or any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the Directors and members of committees of the Board of Directors, (2) is not or has not been, within the past three (3) years, an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, as amended from time to time, or (3) is not a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in a criminal proceeding within the past ten (10) years, and (E) a written representation and agreement (in the form provided by the Secretary) that such person (1) is not and will not become a party to (x) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person will act or vote as a Director on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (y) any Voting Commitment that could limit or interfere with such person's ability to comply with such person's fiduciary duties as a Director under Applicable Law, (2) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Director that has not been disclosed to the Corporation, (3) will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading and other policies and guidelines of the Corporation that are applicable to Directors and (4) currently intends to serve as a Director for the full term for which he or she is standing for election;

(ii) as to any other business that the Proponent proposes to bring before the meeting, a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), the reasons for conducting such business at the annual meeting and any material interest of such Proponent, any Stockholder Associated Person, if any, on whose behalf the proposal is made, or any of their affiliates or associates, in such business, including any anticipated benefit therefrom to such Proponent, Stockholder Associated Person or their affiliates or associates; and

(iii) as to the Proponent and any Stockholder Associated Person of such Proponent (A) the name and address of such Proponent, as they appear on the Corporation's books and records, and of such Stockholder Associated Person, (B) the class or classes or series and number of shares of stock of the Corporation which are, directly or indirectly, Beneficially Owned and owned of record by such Proponent and Stockholder Associated Person, (C) a representation that the Proponent (x) is a holder of record of the stock of the Corporation at the time of the giving of the notice, (y) will be entitled to vote at such meeting on the proposal of such business or such nomination such Proponent intends to bring before the annual meeting and (z) will appear in person or by proxy at the annual meeting to propose such business or nomination, (D) a representation whether the Proponent or Stockholder Associated Person, if any, will be or is part of a group which will (x) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding shares of capital stock required to approve or adopt the proposal or elect the nominee and/or (y) otherwise solicit proxies or votes from stockholders in support of such proposal or nomination, (E) a certification regarding whether such Proponent and Stockholder Associated Person, if any, have complied with all applicable federal, state and other legal requirements in connection with the Proponent's and/or Stockholder Associated Person's acquisition of shares of stock or other securities of the Corporation and/or the Proponent's and/or Stockholder Associated Person's acts or omissions as a stockholder of the Corporation, (F) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such Proponent and/or Stockholder Associated Person, any of their respective affiliates or associates, and any others (including their names) acting in concert with any of the foregoing, (G) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such Proponent and/or Stockholder Associated Person, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, including, in the case of a nomination, the nominee, (H) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the Proponent's notice by, or on behalf of, such Proponent and such Stockholder Associated Persons, whether or not such instrument or right shall be subject to settlement in underlying shares of capital stock of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such Proponent or such Stockholder Associated Person, with respect to securities of the Corporation and (I) any other information relating to such Proponent and Stockholder Associated Person, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder (such information specified in the foregoing clause (iii), the "Stockholder Information"). The Corporation may require any proposed nominee or any Proponent to furnish such other information as the Corporation may reasonably request with ten (10) days of such request. A Proponent shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct (x) as of the record date for determining the stockholders entitled to notice of the meeting and (y) as of the date that is fifteen (15) days prior to the meeting or any adjournment or postponement thereof,

provided that if the record date for determining the stockholders entitled to vote at the meeting is less than fifteen (15) days prior to the meeting or any adjournment or postponement thereof, the information shall be supplemented and updated as of such later date. Any such update and supplement shall be delivered in writing to the Secretary at the principal executive offices of the Corporation not later than five (5) days after the record date for determining the stockholders entitled to notice of the meeting (in the case of any update and supplement required to be made as of the record date for determining the stockholders entitled to notice of the meeting), not later than ten (10) days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update or supplement required to be made as of fifteen (15) days prior to the meeting or adjournment or postponement thereof) and not later than five (5) days after the record date for determining the stockholders entitled to vote at the meeting, but no later than the day prior to the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of a date less than fifteen (15) days prior to the date of the meeting or any adjournment or postponement thereof). For purposes hereof, a "Stockholder Associated Person" means with respect to any stockholder of the Corporation, (x) any other Beneficial Owner of stock of the Corporation that are owned by such stockholder and (y) any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the stockholder or such Beneficial Owner.

(e) Except as provided in Section 1.12(g), Section 1.12(h) and Section 1.12(i) and subject to the Stockholders Agreement and the rights of the holders of any series of Preferred Stock, only such Persons who are nominated in accordance with the procedures set forth in Section 1.12(a) or Section 1.13 of these Bylaws shall be eligible to serve as directors and only such business shall be conducted at an annual meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.12. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the Board of Directors or the chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the annual meeting of stockholders, have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded. Notwithstanding the foregoing provisions of this Section 1.12, unless otherwise required by law, if the stockholder making a proposal or nomination (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation to present such business, such nomination shall be disregarded or such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 1.12 and Section 1.13 of these Bylaws, to be considered a qualified representative of the stockholder, a Person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the annual meeting of stockholders and such Person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the annual meeting of stockholders.

(f) For purposes of this Section 1.12, public announcement may be made by any means permitted by Applicable Law, including disclosure in a press release, on the website of the Corporation or in a document publicly filed with the SEC pursuant to the Exchange Act and the rules and regulations of the SEC thereunder.

(g) Notwithstanding the foregoing provisions of this Section 1.12, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 1.12; provided, however, that, to the fullest extent permitted by law, any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any business to be considered pursuant to these Bylaws and, except for nominations made pursuant to Section 1.13 of these Bylaws, compliance with Section 1.12(a) or Section 1.12(b) shall be the exclusive means for a stockholder to make nominations or submit other business, as the case may be, to the extent permitted pursuant to Section 1.12(a) or Section 1.12(b).

(h) Notwithstanding anything in the second sentence of Section 1.12(c) to the contrary, in the event that the number of directors to be elected to the Board of Directors at the annual meeting is increased effective after the time period for which nominations would otherwise be due under Section 1.12(c) and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting (which date of the preceding year's annual meeting shall, for purposes of the Corporation's first annual meeting of stockholders after the effective date of these Bylaws, be deemed to have occurred on the date of the 2021 annual meeting of stockholders of AAM), a stockholder's notice required by this Section 1.12 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered in writing to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(i) Notwithstanding anything to the contrary contained in the provisions of this Section 1.12, the holders of any series of Preferred Stock shall not be subject to the notice procedures or other requirements set forth in this Section 1.12.

Section 1.13 Proxy Access.

(a) Whenever the Board of Directors solicits proxies with respect to the election of directors at an annual meeting of stockholders, subject to the provisions of this Section 1.13, the Corporation shall include in its proxy statement, on its form proxy and on any ballot distributed at such annual meeting, in addition to any persons nominated for election by the Board of Directors or any committee thereof, the name, together with the Required Information (as defined below), of any person ("Proxy Access Nominee") nominated to the Board of Directors by a stockholder or group of no more than twenty (20) stockholders that satisfies the requirements of this Section 1.13 (such stockholder or stockholder group, including each member thereof to the extent the context requires, the "Eligible Stockholder"), and who expressly elects at the time of providing the notice required by this Section 1.13 (the "Notice of Proxy Access Nomination") to have its nominee(s) included in the Corporation's proxy materials pursuant to this Section 1.13. For purposes of this Section 1.13, in calculating the number of stockholders in a group seeking to qualify as an Eligible Stockholder, two or more funds that are

(i) under common management and investment control, (ii) under common management and funded primarily by the same employer, or (iii) a "group of investment companies" as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940, as amended, shall be counted as one stockholder. In the event that the Eligible Stockholder consists of a group of stockholders, any and all requirements and obligations for an individual Eligible Stockholder that are set forth in these Bylaws, including the Minimum Holding Period, shall apply to each member of such group; provided, however, that the Required Ownership Percentage shall apply to the ownership of the group in the aggregate. For purposes of this Section 1.13, the "Required Information" that the Corporation will include in its proxy statement is the information provided to the Secretary concerning the Proxy Access Nominee and the Eligible Stockholder that is required to be disclosed in the Corporation's proxy statement by the regulations promulgated under the Exchange Act, and if the Eligible Stockholder so elects, a written statement of the Eligible Stockholder (or, in the case of a group, a written statement of the group), not to exceed 500 words, in support of the Proxy Access Nominee(s)' candidacy (the "Statement"). Notwithstanding anything to the contrary contained in this Section 1.13, the Corporation may omit from its proxy materials any information or Statement (or portion thereof) that it, in good faith, believes is untrue in any material respect (or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading) or would violate any Applicable Law or regulation, and the Corporation may solicit against, and include in the proxy statement its own statement relating to, any Proxy Access Nominee.

(b) To be timely, the Notice of Proxy Access Nomination must be addressed to the Secretary and received by the Secretary (1) no earlier than one hundred fifty (150) days and no later than one hundred twenty (120) days before the anniversary of the date that the Corporation issued its proxy statement for the previous year's annual meeting of stockholders (which date shall, for purposes of the Corporation's first annual meeting of stockholders after the effective date of these Bylaws, be deemed to have occurred on the first anniversary of the date that AAM issued its proxy statement for the 2021 annual meeting of stockholders of AAM) provided, however, that if the date of the annual meeting is advanced by more than thirty (30) days prior to, or delayed by more than sixty (60) days after, the first anniversary of the prior year's annual meeting of stockholders, or if no annual meeting was held in the preceding year, then for the Notice of Proxy Access Nomination to be timely, it must be addressed to the Secretary and received by the Secretary (i) no earlier than one hundred twenty (120) days before such annual meeting and (ii) no later than the close of business on the later of ninety (90) days before such annual meeting and the tenth (10th) day after the date that the Corporation first informs stockholders of the date of such annual meeting.

(c) For purposes of this Section 1.13, an Eligible Stockholder shall be deemed to "own" only those outstanding shares of Common Stock of the Corporation as to which the stockholder possesses both:

(A) the full voting and investment rights pertaining to the shares; and

(B) the full economic interest in (including the opportunity for profit from and risk of loss on) such shares; provided, that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares:

(x) sold by such stockholder or any of its affiliates in any transaction that has not been settled or closed, including any short sale;

(y) borrowed by such stockholder or any of its affiliates for any purposes or purchased by such stockholder or any of its affiliates pursuant to an agreement to resell; or

(z) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar agreement entered into by such stockholder or any of its affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of shares of outstanding Common Stock of the Corporation, in any such case which instrument or agreement has, or is intended to have, or if exercised by either party would have, the purpose or effect of:

(1) reducing in any manner, to any extent or at any time in the future, such stockholder's or its affiliates' full right to vote or direct the voting of any such shares; and/or

(2) hedging, offsetting or altering to any degree any gain or loss realized or realizable from maintaining the full economic ownership of such shares by such stockholder or its affiliates.

A stockholder shall "own" shares held in the name of a nominee or other intermediary so long as the stockholder retains the right to instruct how such shares are voted with respect to the election of directors and, with respect to any shares of Common Stock of the Corporation, possesses the full economic interest in the shares. A stockholder's ownership of shares shall be deemed to continue during any period in which the stockholder has delegated any voting power by means of a proxy, power of attorney or other instrument or arrangement which is revocable at any time by the stockholder. A stockholder's ownership of shares shall be deemed to continue during any period in which the stockholder has loaned such shares provided that the stockholder has the power to recall such loaned shares on three (3) business days' notice, has recalled such loaned shares as of the date of the Notice of Proxy Access Nomination and holds such shares through the date of the annual meeting. The terms "owned," "owning" and other variations of the word "own" shall have correlative meanings. Whether outstanding shares of Common Stock of the Corporation are "owned" for these purposes shall be determined by the Board of Directors or any committee thereof, in each case, in its sole discretion. For purposes of this Section 1.13, the term "affiliate" or "affiliates" shall have the meaning ascribed thereto under the rules and regulations of the Exchange Act. An Eligible Stockholder shall include in its Notice of Proxy Access Nomination the number of shares it is deemed to own for the purposes of this Section 1.13.

(d) In order to make a nomination pursuant to thisSection 1.13, an Eligible Stockholder must have owned (as defined above) the Required Ownership Percentage (as defined below) in voting power of the Corporation's outstanding Common Stock (the "Required Shares") continuously for the Minimum Holding Period (as defined below) as of both

the date the Notice of Proxy Access Nomination is received by the Secretary in accordance with this Section 1.13 and the record date for determining the stockholders entitled to vote at the annual meeting and must continue to own the Required Shares through the meeting date. For purposes of this Section 1.13, the "Required Ownership Percentage" shall be 3% or more. For purposes of this Section 1.13, the "Minimum Holding Period" is three (3) years and in the event that the Effective Time has occurred less than three (3) years prior to the relevant date of determination, (i) with respect to any share of Common Stock received by an Eligible Stockholder pursuant to the Merger Agreement and continuously owned by an Eligible Stockholder from and after the AGM Effective Time or AHL Effective Time, such Eligible Stockholder shall be deemed to have continuously owned such share through the period immediately prior to the AGM Effective Time or AHL Effective Time, as applicable, during which such Eligible Stockholder continuously owned the share of Class A common stock of AAM or the Class A common share of Athene Holding Ltd., as applicable, converted into such share, (ii) with respect to any share of Common Stock received by an Eligible Stockholder pursuant to the Exchange Agreement and continuously owned by an Eligible Stockholder from and after the Effective Time, such Eligible Stockholder shall be deemed to have continuously owned such share through the period immediately prior to the Effective Time during which such Eligible Stockholder continuously Beneficially Owned the Operating Group Unit that was transferred in exchange for such share and (iii) with respect to any share of Common Stock continuously owned by an Eligible Stockholder from and after the Conversion Effective Time (after giving effect to the foregoing clause (i) with respect to any share of Common Stock issued upon the conversion of any share of Class A common stock of AAM pursuant to the Merger Agreement), such Eligible Stockholder shall be deemed to have continuously owned such share through the period immediately prior to the Conversion Effective Time during which such Eligible Stockholder continuously owned the Class A common share of Apollo Global Management, LLC converted into such share of Class A common stock of AAM. Within the time period specified in this Section 1.13 for delivering the Notice of Proxy Access Nomination, an Eligible Stockholder must provide the following information in writing to the Secretary:

(i) one or more written statements from the record holder of the shares (and from each intermediary through which the shares are or have been held during the Minimum Holding Period) verifying that, as of a date within seven (7) calendar days prior to the date the Notice of Proxy Access Nomination is delivered to, or mailed to and received by, the Secretary, the Eligible Stockholder owns, and has owned continuously for the Minimum Holding Period, the Required Shares, and the Eligible Stockholder's agreement to provide, within five (5) business days after the record date for the annual meeting, written statements from the record holder and intermediaries verifying the Eligible Stockholder's continuous ownership of the Required Shares through the record date;

(ii) a copy of the Schedule 14N that has been filed with the SEC as required by Rule14a-18 under the Exchange Act;

(iii) the information, representations and agreements that are the same as those that would be required to be set forth in a stockholder's notice of nomination pursuant to Section 1.12(d) of these Bylaws;

(iv) the consent of each Proxy Access Nominee to being named in the Corporation's proxy statement as a nominee and to serving as a director if elected;

(v) a representation that the Eligible Stockholder:

(A) (i) continuously owned Required Shares having at least the Required Ownership Percentage in voting power of all outstanding shares of Common Stock of the Corporation and (ii) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the Corporation, and does not presently have such intent,

(B) intends to maintain qualifying ownership of the Required Shares through the date of the annual meeting,

(C) has not nominated and will not nominate for election any individual as a director at the annual meeting, other than its Proxy Access Nominee(s),

(D) has not engaged and will not engage in, and has not and will not be a "participant" in another person's, "solicitation" within the meaning of Rule 14a-1(l) under the Exchange Act in support of the election of any individual as a director at the annual meeting, other than its Proxy Access Nominee(s) or a nominee of the Board of Directors,

(E) agrees to comply with all Applicable Laws and regulations with respect to any solicitation in connection with the meeting or applicable to the filing and use, if any, of soliciting material,

(F) will provide facts, statements and other information in all communications with the Corporation and its stockholders that are or will be true and correct in all material respects and do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and

(G) as to any two or more funds whose shares are aggregated to count as one stockholder for the purpose of constituting an Eligible Stockholder, within five (5) business days after the date of the Notice of Proxy Access Nomination, will provide to the Corporation documentation reasonably satisfactory to the Corporation that demonstrates that the funds satisfy the requirements of the second sentence of Section 1.13(a);

(vi) an undertaking and agreement that the Eligible Stockholder shall:

(A) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Stockholder's communications with the stockholders of the Corporation or out of the information that the Eligible Stockholder provided to the Corporation;

(B) indemnify and hold harmless the Corporation and each of its directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its directors, officers or employees arising out of any nomination submitted by the Eligible Stockholder pursuant to this Section 1.13; and

(C) file with the SEC any solicitation or other communication with the Corporation's stockholders relating to the meeting at which the Proxy Access Nominee will be nominated, regardless of whether any such filing is required under Regulation 14A of the Exchange Act or whether any exemption from filing is available thereunder; and

(vii) in the case of a nomination by a group of stockholders that together is an Eligible Stockholder, the designation by all group members of one group member that is authorized to act on behalf of all such members with respect to the nomination and matters related thereto, including withdrawal of the nomination.

(e) Within the time period specified in thisSection 1.13 for delivering the Notice of Proxy Access Nomination, a Proxy Access Nominee must deliver to the Secretary (which shall be deemed to be part of the Notice of Proxy Access Nomination for purposes of this Section 1.13):

(i) the information required with respect to persons whom a stockholder proposes to nominate for election or reelection as a director by Section 1.12(d) of these Bylaws; and

(ii) a written representation and agreement that such person:

(A) will act as a representative of all of the stockholders of the Corporation while serving as a director;

(B) is not and will not become a party to (1) any Voting Commitment that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such Proxy Access Nominee's ability to comply, if elected as a director of the Corporation, with such Proxy Access Nominee's fiduciary duties under Applicable Law;

(C) is not or will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director of the Corporation that has not been disclosed to the Corporation;

(D) will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation, as well as the applicable provisions of these Bylaws; and

(E) will provide facts, statements and other information in all communications with the Corporation and its stockholders that are or will be true and correct in all material respects (and shall not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading).

At the request of the Corporation, the Proxy Access Nominee(s) must submit all completed and signed questionnaires required of directors and officers of the Corporation. The Corporation may also require any Proxy Access Nominee or any Eligible Stockholder to furnish such other information as the Corporation may reasonably request within ten (10) days of such request.

(f) The maximum number of Proxy Access Nominees nominated by all Eligible Stockholders that will appear in the Corporation's proxy materials with respect to an annual meeting of Stockholders shall not exceed the greater of (i) two (2) or (ii) 20% of the number (as of the last day on which a Notice of Proxy Access Nomination may be delivered pursuant to Section 1.13(b) with respect to the annual meeting) of directors to be elected by the holders of Common Stock at the annual meeting of Stockholders, or if the number of directors calculated in this clause (ii) is not a whole number, the closest whole number below 20% (such number, determined pursuant to this Section 1.13(f), the "Permitted Number"); provided, however, that if the number of directors to be elected by the holders of Common Stock at the annual meeting is reduced after the deadline in Section 1.13(b) for delivery of the Notice of Proxy Access Nomination and before the date of the applicable annual meeting of Stockholders for any reason (including if the Board of Directors resolves to reduce the size of the Board of Directors before or effective at the annual meeting), the Permitted Number shall be calculated based on the number of directors to be elected as so reduced. The Permitted Number shall also be reduced by (a) the number of director candidates who will be included in the Corporation's proxy materials with respect to such annual meeting as unopposed (by the Corporation) nominees pursuant to any agreement, arrangement or other understanding with any Stockholders or beneficial owners of shares (other than any such agreement, arrangement or understanding entered into (i) in connection with an acquisition of Common Stock by such Stockholder or beneficial owner of shares from the Corporation or (ii) on or prior to January 1, 2022); provided that the Permitted Number after such reduction with respect to this clause (a) will in no event be less than one (1), (b) the number of incumbent director candidates who were previously elected to the Board of Directors as Proxy Access Nominees at any of the preceding two (2) annual meetings of Stockholders pursuant to this Section 1.13 and whose re-election at the upcoming annual meeting is being recommended by the Board of Directors and (c) the number of director candidates whose names were submitted for inclusion in the Corporation's proxy materials pursuant to this Section 1.13 for the upcoming annual meeting of the Stockholders, but who were thereafter nominated for election at such meeting by the Board of Directors.

(g) If the number of Proxy Access Nominees submitted by Eligible Stockholders pursuant to this Section 1.13 exceeds the Permitted Number, each Eligible Stockholder will select one Proxy Access Nominee for inclusion in the Corporation's proxy materials until the Permitted Number is reached, going in order of the amount (largest to smallest) of shares of Common Stock of the Corporation each Eligible Stockholder disclosed as owned in its Notice of Proxy Access Nomination submitted to the Corporation. If the Permitted

Number is not reached after each Eligible Stockholder has selected one Proxy Access Nominee, this selection process will continue as many times as necessary, following the same order each time, until the Permitted Number is reached. After reaching the Permitted Number of Proxy Access Nominees, if any Proxy Access Nominee who satisfies the eligibility requirements in this Section 1.13 thereafter (a) is nominated by the Board of Directors for election at the upcoming annual meeting of Stockholders, (b) is not submitted for election as a Director for any reason (including the failure to comply with or satisfy the eligibility requirements in this Section 1.13) other than due to a failure by the Corporation to include such Proxy Access Nominee in the Corporation's proxy materials in violation of this Section 1.13, (c) withdraws his or her nomination (or his or her nomination is withdrawn by the applicable Eligible Stockholder) or (d) becomes unwilling or otherwise unable to serve on the Board of Directors if elected, then, in each such case, no other nominee or nominees shall be included in the Corporation's proxy materials or otherwise submitted for election as a Director pursuant to this Section 1.13 in substitution for such Proxy Access Nominee with respect to the annual meeting of Stockholders.

(h) In the event that any information or communications provided by the Eligible Stockholder or the Proxy Access Nominee to the Corporation or its stockholders ceases to be true and correct in all material respects or omits a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading, each Eligible Stockholder or Proxy Access Nominee, as the case may be, shall promptly notify the Secretary of any defect in such previously provided information and of the information that is required to correct any such defect.

(i) The Corporation shall not be required to include, pursuant to this Section 1.13, a Proxy Access Nominee in its proxy materials for any meeting of stockholders, any such nomination shall be disregarded and no vote on such Proxy Access Nominee will occur, notwithstanding that proxies in respect of such vote may have been received by the Corporation:

(i) if such Proxy Access Nominee is not currently serving as a director on the Board of Directors and the Secretary receives a notice (whether or not subsequently withdrawn) that a stockholder has nominated any person for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees for director set forth in Section 1.12(d) of these Bylaws;

(ii) if the Eligible Stockholder who has nominated such Proxy Access Nominee has engaged in or is currently engaged in, or has been or is a "participant" in another person's, "solicitation" within the meaning of Rule 14a-1(l) under the Exchange Act in support of the election of any individual as a director at the annual meeting other than its Proxy Access Nominee(s) or a nominee of the Board of Directors;

(iii) if such Proxy Access Nominee is not currently serving as a director on the Board of Directors and such Proxy Access Nominee is not independent under the listing standards of each principal U.S. exchange upon which the Common Stock of the Corporation is listed, any applicable rules of the SEC and any publicly disclosed standards used by the Board of Directors in determining and disclosing independence of the Corporation's directors, in each case as determined by the Board of Directors in its sole discretion;

(iv) whose election as a member of the Board of Directors would cause the Corporation to be in violation of these Bylaws, the Certificate of Incorporation, the rules and listing standards of the principal U.S. exchanges upon which the Common Stock of the Corporation is traded, or any applicable state or federal law, rule or regulation;

(v) who is or has been, within the past three (3) years, an officer or director of a competitor, as defined for purposes of Section 8 of the Clayton Antitrust Act of 1914;

(vi) who is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in such a criminal proceeding within the past ten (10) years;

(vii) who is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended;

(viii) if such Proxy Access Nominee or the applicable Eligible Stockholder shall have provided information to the Corporation in respect to such nomination that was untrue in any material respect or omitted to state a material fact necessary in order to make the statement made, in light of the circumstances under which they were made, not misleading, as determined by the Board of Directors or any committee thereof, in each case, in its sole discretion; or

(ix) the Eligible Stockholder or applicable Proxy Access Nominee breaches or fails to comply with its obligations pursuant to these Bylaws, including, but not limited to, this Section 1.13 and any agreement, representation or undertaking required by this Section 1.13.

(j) Notwithstanding anything to the contrary set forth herein, the Board of Directors or the chairman of the meeting of stockholders shall declare a nomination by an Eligible Stockholder to be invalid, and such nomination shall be disregarded notwithstanding that proxies in respect of such vote may have been received by the Corporation, if:

(i) the Proxy Access Nominee(s) and/or the applicable Eligible Stockholder shall have breached its or their obligations under this Section 1.13, as determined by the Board of Directors or the chairman of the meeting of stockholders, in each case, in its or his sole discretion; or

(ii) the Eligible Stockholder (or a qualified representative thereof) does not appear at the meeting of stockholders to present any nomination pursuant to this Section 1.13.

(k) No stockholder shall be permitted to join more than one group of stockholders to become an Eligible Stockholder for purposes of nominations pursuant to this Section 1.13 per each annual meeting of stockholders.

(l) Except as provided in the Stockholders Agreement, this Section 1.13 shall be the exclusive method for stockholders to include nominees for director in the Corporation's proxy materials.

ARTICLE II

BOARD OF DIRECTORS

Section 2.01 General. Except as otherwise provided in the DGCL or the Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 2.02 Number of Directors, Election, Removal. The total number of Directors constituting the Board of Directors shall be fixed in the manner provided in the Certificate of Incorporation and in compliance with the terms and conditions of the Stockholders Agreement. Directors shall be elected and removed in the manner provided in the Certificate of Incorporation and in compliance with the terms and conditions of the Stockholders Agreement.

Section 2.03 Resignations. Any Director may resign at any time by giving notice of such Director's resignation in writing or by electronic transmission to the Corporation. Any such resignation shall take effect at the time specified therein, or if the time when it shall become effective shall not be specified therein, then it shall take effect immediately upon receipt by the Corporation of such resignation. Subject to the immediately following sentence, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If a Director is not elected by a majority of the votes cast as provided in Section 6.03 of the Certificate of Incorporation, such Director shall offer to tender his or her resignation to the Board of Directors. The Nominating & Corporate Governance Committee of the Board of Directors will make a recommendation to the Board of Directors on whether to accept or reject the resignation, or whether other action should be taken. The Board of Directors will act on the Nominating & Corporate Governance Committee's recommendation and publicly disclose its decision and the rationale behind it within ninety (90) days from the date of the certification of the election results. The Director who tenders his or her resignation will not participate in the Board of Directors' decision.

Section 2.04 Vacancies. Any vacancies and newly created directorships on the Board of Directors shall be filled in the manner provided in the Certificate of Incorporation and in compliance with the terms and conditions of the Stockholders Agreement.

Section 2.05 Regular Meetings. The Board of Directors may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

Section 2.06 Special Meetings. Special meetings of the Board of Directors may be called by either the Chairman of the Board of Directors, the Lead Independent Director, the chief executive officer of the Corporation or, upon a resolution adopted by the Board of Directors, by the Secretary (or other officer of the Corporation if the Secretary is unavailable) on

twenty-four (24) hours' notice to each director, either personally or by telephone or by mail, facsimile, wireless or other form of recorded or electronic communication, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate under the circumstances. Notice of any such meeting need not be given to any Director, however, if waived by such director in writing or by electronic transmission, or if such Director shall be present at such meeting, except if the director attends the meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.07 Telephonic Meetings Permitted. Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 2.08 Quorum; Voting. At all meetings of the Board of Directors, a majority of the Directors then in office (but not fewer than one-third of the total number of authorized Directors (assuming no vacancies)) shall constitute a quorum for the transaction of business. At all meetings of any committee of the Board of Directors, the presence of a majority of Directors who are the authorized voting members of such committee (assuming no vacancies) shall constitute a quorum. Except as otherwise provided in the Certificate of Incorporation, the vote of a majority of the Directors or voting committee members present at any meeting at which there is a quorum shall be the act of the Board of Directors or such committee, as the case may be. If a quorum shall not be present at any meeting of the Board of Directors or any committee, a majority of the Directors or members, as the case may be, present thereat may adjourn the meeting from time to time without further notice other than announcement at the meeting.

Section 2.09 Organization. The Board of Directors may appoint a "Chairman" of the Board of Directors. If the Chairman appointed by the Board of Directors is not an Independent Director, the Board of Directors shall appoint one of its members who qualifies as an Independent Director to serve as "Lead Independent Director." The Lead Independent Director shall preside over each executive session of the Independent Directors and have and perform such other duties as provided herein or as may be from time to time assigned by the Board of Directors and in accordance with the terms and conditions of the Stockholders Agreement. At each meeting of the Board of Directors, the Chairman of the Board of Directors or, in the Chairman of the Board of Directors' absence, the Lead Independent Director, or in the Lead Independent Director's absence, a Director chosen by a majority of the Directors present, shall act as chairman of the meeting. The Secretary shall act as secretary of each meeting of the Board of Directors. In case the Secretary of the Board of Directors shall be absent from any meeting of the Board of Directors, an assistant secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all assistant secretaries, the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.10 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting by the Board of Directors or any committee thereof, as the case may be, may be taken without a meeting if a consent thereto is signed or transmitted electronically, as the case may be, by all members of the Board of Directors or of such committee, as the case may be. If then required by the DGCL, after any such action is taken, the writing or writings or electronic transmission or transmissions shall be filed with the minutes of proceedings of the Board of Directors or such committee. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

Section 2.11 Committees. The Board of Directors may designate one (1) or more committees consisting of one (1) or more Directors of the Corporation, which, to the extent provided in such designation, shall have and may exercise, subject to the provisions of the DGCL, the Certificate of Incorporation and these Bylaws, the powers and authority of the Board of Directors. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. A majority of the total number of Directors constituting such committee (assuming no vacancies) may fix the time and place, if any, of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall otherwise provide. The Board of Directors shall have power to change the members of any such committee at any time to fill vacancies, and to discharge any such committee, either with or without cause, at any time. The Secretary shall act as Secretary of any committee, unless otherwise provided by the Board of Directors or the committee. For so long as the Stockholders Agreement remains a valid and binding agreement of the Corporation, the Board of Directors shall designate an Executive Committee of the Board of Directors, the membership, rights, duties and operations of which shall be in compliance with the terms and conditions of the Stockholders Agreement.

Section 2.12 Committee Observers. Any committee of the Board of Directors may from time to time designate one or more individuals as observers of such committee (each, an "Observer"). Subject to the terms and conditions of the Stockholders Agreement, any Observer designated by a committee of the Board of Directors may be removed at any time with or without cause by a majority of the Directors comprising such committee. The designation of any individual as an Observer may be subject to policies and procedures that the applicable committee may from time to time prescribe and each Observer, by virtue of accepting his or her designation as such, agrees to be bound by the terms of this Section 2.12 and to maintain the confidentiality of all information such Observer obtains in connection with his or her designation or service as such (and, in connection therewith, to execute an agreement regarding the disclosure and use of confidential information and containing such other provisions regarding the Observer's conduct in such form as may be provided to such Observer by the Corporation). Each Observer shall have such rights to attend meetings of the applicable committee and receive notices and materials provided to such committee as may be determined from time to time by such committee; provided, that any Observer may be excluded from any meeting or portion thereof, and that the Observer need not be given any notices, information or reports provided to the members of the applicable committee or other information or materials related thereto if (i) a majority of the members of such committee or (ii) the officer responsible for providing the notice, information or reports to such committee determines (x) that excluding the Observer or failing to give such notices, information or reports to such Observer is necessary or advisable to (1) preserve attorney-client, work product or similar privilege, (2) comply with the terms and conditions of confidentiality agreements with third parties or (3) comply with Applicable Law or (y) there exists, with respect to the subject of a meeting or the notices, information or reports

provided to such committee, an actual or potential conflict of interest between the applicable committee, the Board of Directors or any other committee thereof or the Corporation, on the one hand, and such Observer, on the other hand. The rights of the Observers shall be limited to the rights expressly provided by the applicable committee (as may be further limited by the Certificate of Incorporation, the Bylaws or any agreement between the Corporation and the Observer and/or its affiliates), and no Observer shall have any rights as a director of the Corporation or member of any committee of the Board of Directors under the Certificate of Incorporation, these Bylaws, the DGCL, any such agreement or otherwise. For the avoidance of doubt, each Observer shall: (i) not be counted for purposes of determining whether a quorum is present at any meeting of any committee; (ii) not have the right to vote on any matter brought before a meeting of any committee or to participate in any action by consent in lieu of a meeting of any committee (and no vote or consent of any Observer shall be required for purposes of determining whether any matter has been approved by a committee); and (iii) shall not be entitled to any other rights or powers of directors of the Corporation or members of any committee under the Certificate of Incorporation, these Bylaws, the DGCL, Applicable Law or any agreement to which the Corporation is a party. Any Observer may resign as such at any time by delivering notice in writing or by electronic transmission of such termination to the Corporation. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Corporation.

ARTICLE III

OFFICERS

Section 3.01 Appointment, Selection and Designation of Officers. The Board of Directors may, from time to time as it deems advisable, select natural persons who are employees or agents of the Corporate Group Members and designate them as officers of the Corporation (the "Officers") and assign titles (including, without limitation, "chief executive officer," "president," "chief operating officer," "chief financial officer," "chief administrative officer," "chief compliance officer," "principal accounting officer," "chairman," "senior chairman," "executive vice chairman," "vice chairman," "vice president," "treasurer," "assistant treasurer," "secretary," "assistant secretary," "general manager," "senior managing director," "managing director" and "director") to any such persons. An Officer may be removed with or without cause by the Board of Directors. Any vacancies occurring in any office may be filled by the Board of Directors in the same manner as such officers are appointed and selected pursuant to this Section 3.01.

Section 3.02 Delegation of Duties. Unless the Board of Directors determines otherwise, if a title is one commonly used for officers of a corporation formed under the DGCL, the assignment of such title shall constitute the delegation to such Person of the authorities and duties that are normally associated with that office. Subject to any requirements set forth in the Certificate of Incorporation, the Board of Directors may delegate to any officer any of the Board of Director's powers to the extent permitted by Applicable Law. Any delegation pursuant to this Section 3.02 may be revoked at any time by the Board of Directors.

Section 3.03 Officers as Agents. The officers, to the extent of their powers set forth under Applicable Law, the Certificate of Incorporation or these Bylaws or otherwise vested in them by action of the Board of Directors not inconsistent with Applicable Law, the Certificate of Incorporation or these Bylaws, are agents of the Corporation for the purpose of the Corporation's business and the actions of the officers taken in accordance with such powers shall bind the Corporation.

ARTICLE IV

BOOKS, RECORDS, ACCOUNTING

Section 4.01 Records and Accounting. Any books and records maintained by or on behalf of the Corporation in the regular course of its business, including the record of the record holders of stock of the Corporation, books of account and records of Corporation proceedings, may be kept on, or by means of, or be in the form of, any information storage device, method, or one or more electronic networks or databases (including one or more distributed electronic networks or databases); provided, that the records so kept can be converted into clearly legible paper form within a reasonable time. The books of the Corporation shall be maintained, for financial reporting purposes, on an accrual basis in accordance with U.S. generally accepted accounting principles.

Section 4.02 Fiscal Year. The fiscal year for tax and financial reporting purposes of the Corporation shall be a calendar year ending December 31 unless otherwise required by the Code or permitted by Applicable Law.

ARTICLE V

DEFINITIONS

Section 5.01 Definitions. Terms used in these Bylaws and not defined herein shall have the meanings assigned to such terms in the Certificate of Incorporation. The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Bylaws:

"AAM" means Apollo Asset Management, Inc. (formerly known as Apollo Global Management, Inc.).

"AGM Effective Time" has the meaning set forth in the Merger Agreement.

"AHL Effective Time" has the meaning set forth in the Merger Agreement.

"Conversion" means the conversion of Apollo Global Management, LLC, a Delaware limited liability company to AAM pursuant to the Certificate of Conversion filed with the Secretary of State of the State of Delaware on September 5, 2019.

"Conversion Effective Time" means 12:01 a.m. Eastern Time on September 5, 2019.

"Exchange Agreement" means the Seventh Amended and Restated Exchange Agreement, dated as of July 29, 2020, among AAM, Apollo Principal Holdings I, L.P., Apollo Principal Holdings II, L.P., Apollo Principal Holdings III, L.P., Apollo Principal Holdings IV, L.P.,

Apollo Principal Holdings V, L.P., Apollo Principal Holdings VI, L.P., Apollo Principal Holdings VII, L.P., Apollo Principal Holdings VIII, L.P., Apollo Principal Holdings IX, L.P., Apollo Principal Holdings X, L.P., Apollo Principal Holdings XI, LLC, Apollo Principal Holdings XII, L.P., AMH Holdings (Cayman), L.P. and the Apollo Principal Holders (as defined therein) from time to time party thereto, as amended, restated, supplemented or otherwise modified from time to time.

"Independent Director" means a Director who meets the then current independence standards required by each National Securities Exchange on which the capital stock of the Corporation is listed for trading.

"Merger Agreement" means that certain Agreement and Plan of Merger, dated as of March 8, 2021, by and among Athene Holding Ltd., AAM, Tango Holdings, Inc., Blue Merger Sub, Ltd. and Green Merger Sub, Inc.

"National Securities Exchange" means an exchange registered with the SEC under Section 6(a) of the Exchange Act or any other exchange (domestic or foreign, and whether or not so registered) designated by the Board of Directors as a National Securities Exchange.

"Operating Group Units" refers to units in the Apollo Operating Group, each of which represent one limited partnership or limited liability company interest, as applicable, in each of the limited partnerships or limited liability companies, as applicable, that comprise the Apollo Operating Group and any other securities issued or issuable in exchange for or with respect to such Operating Group Units (i) by way of a dividend, split or combination of shares or (ii) in connection with a reclassification, recapitalization, merger, consolidation or other reorganization; provided, however, that Operating Group Units shall not include any preferred units.

ARTICLE VI

MISCELLANEOUS

Section 6.01 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation.

Section 6.02 Construction. For purposes of these Bylaws, unless the context otherwise requires, (i) section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein, (ii) words importing the singular include the plural and vice versa, (iii) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms, (iv) a reference to a clause, party, section, article, annex, exhibit or schedule is a reference to a clause or section of, or a party, annex, exhibit or schedule to these Bylaws, and a reference to these Bylaws includes any annex, exhibit and schedule hereto, (v) a reference to a statute, regulations, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or bylaws amending, consolidating or replacing it, whether passed by the same or another Governmental Entity with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and bylaws issued under the statute, (vi) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document, (vii)

a reference to a party to a document includes that party's successors, permitted transferees and permitted assigns, (viii) the use of the term "including" means "including without limitation", (ix) the words "herein", "hereunder" and other words of similar import refer to these Bylaws as a whole, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular section, subsection, paragraph, subparagraph or clause contained in these Bylaws, (x) the title of and section and paragraph headings used in these Bylaws are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions in these Bylaws, (xi) where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates, and (xii) unless expressly provided otherwise, the measure of a period of one month or one year for purposes of these Bylaws shall be that date of the following month or year corresponding to the starting date; provided, that if no corresponding date exists, the measure shall be that date of the following month or year corresponding to the next day following the starting date (for example, one month following February 18 is March 18, and one month following March 31 is May 1).

Section 6.03 Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the DGCL or any other Applicable Law, such provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VII

AMENDMENTS

Section 7.01 Amendments. The Board of Directors is expressly authorized to adopt, amend and repeal, in whole or in part, these Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the DGCL or the Certificate of Incorporation. Notwithstanding any other provision of these Bylaws, the Certificate of Incorporation or any provision of Applicable Law which otherwise might permit a lesser vote or no vote, but in addition to any other affirmative vote of the holders of any particular class or series of capital stock of the Corporation required by law, the Certificate of Incorporation or these Bylaws, the affirmative vote of the holders of a majority of the voting power of all outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required for the stockholders to alter, amend or repeal, in whole or in part, these Bylaws.

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Exhibit 99.1

Apollo Completes Merger with Athene and Finalizes Key Governance Enhancements

Fully Aligned and Capital Efficient Model Positions Apollo for Differentiated Growth and Returns

Enhanced Liquidity and Trading Profile Expected to Attract Broader, More Diversified Investor Base

NEW YORK – January 3, 2022 – Apollo and Athene today announced the successful completion of their merger under Apollo Global Management, Inc. (NYSE: APO), a high-growth alternative asset manager with asset management and retirement services capabilities.

“Apollo and Athene are world-class franchises that have flourished as strategic partners, and we expect the full alignment achieved by our merger will accelerate our collective growth,” said Apollo CEO Marc Rowan. “I am thrilled to partner with experienced leaders and talented teams within both businesses that will drive our differentiated ‘One Apollo’ model forward. Together, we will continue to serve the investment return and retirement savings needs of all our clients.”

“Athene and Apollo have seen tremendous mutual benefit from our longstanding strategic relationship, and now with full alignment our value will be significantly stronger than the sum of our parts,” said Jim Belardi, CEO of Athene. “This combination is a competitive differentiator and a growth accelerant, bringing expected benefits to all of our shareholders, policyholders and important stakeholders.”

“As a combined public company, we have created a superior model to deliver highly stable and diversified earnings, to accelerate our growth, and to originate the highest quality assets for our clients. Together we articulated an attractive plan to generate $15 billion of deployable capital over the next five years and more than double our fee-related earnings. We are excited to continue executing on this plan together,” said Scott Kleinman and Jim Zelter, Co-Presidents of Apollo Asset Management.

As a result of the merger, the combined entity Apollo Global Management, Inc., led by Chief Executive Officer Marc Rowan, has two principal subsidiaries: Apollo Asset Management (formerly Apollo Global Management, Inc.), its alternative asset management business, and Athene, its retirement services business. Apollo Asset Management will continue to be led day-to-day by its Co-Presidents Scott Kleinman and Jim Zelter, while Athene will continue to be led by its CEO Jim Belardi. Apollo’s Board of Directors is led by non-executive Chair Jay Clayton and comprised of a highly qualified, diverse, and two-thirds independent group of directors representing both parts of the business. The full list of representatives can be found in the governance section of Apollo.com/stockholders.

Following the transaction, Apollo Global Management, Inc. is now the publicly traded combined entity, with approximately 600 million shares of a single class of voting stock entitled to one vote per share. Each outstanding Class A common share of Athene was exchanged for a fixed ratio of 1.149 shares of Apollo stock. The last trading day closing prices of Apollo and Athene common stock imply that the combined Apollo opens with a market capitalization of $43 billion. Management continues to expect the transaction to be credit ratings positive for all rated entities within the combined company.

As a larger and more liquid company with a single class of common stock and industry-leading corporate governance, Apollo is now eligible for inclusion in the S&P 500 index. In addition, Apollo expects the enhanced trading profile of its stock to attract a broader and diversified investor base over time.

About Apollo

Apollo is a global, high-growth alternative asset manager. In our asset management business, we seek to provide our clients excess return at every point along the risk-reward spectrum from investment grade to private equity with a focus on three business strategies: yield, hybrid, and equity. For more than three decades, our investing expertise across our fully integrated platform has served the financial return needs of our clients and provided businesses with innovative capital solutions for growth. Through Athene, our retirement services business, we specialize in helping clients achieve financial security by providing a suite of retirement savings products and acting as a solutions provider to institutions. Our patient, creative, and knowledgeable approach to investing aligns our clients, businesses we invest in, our employees, and the communities we impact, to expand opportunity and achieve positive outcomes. As of September 30, 2021, Apollo had approximately $481 billion of assets under management. To learn more, please visit www.apollo.com.

Forward-Looking Statements

This press release contains forward-looking statements that are within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements include, but are not limited to, discussions related to Apollo's expectations regarding the performance of its business, its liquidity and capital resources and the other non-historical statements in the discussion and analysis and expectations regarding benefits anticipated to be derived from the merger (the "Merger") with Athene Holding Ltd. ("Athene"). These forward-looking statements are based on management's beliefs, as well as assumptions made by, and information currently available to, management. When used in this press release, the words "believe," "anticipate," "estimate," "expect," "intend," "may," "will," "could," "should," "might," "target," "project," "plan," "seek," "continue" and similar expressions are intended to identify forward-looking statements. Although management believes that the expectations reflected in these forward-looking statements are reasonable, it can give no assurance that these expectations will prove to have been correct. It is possible that actual results will differ, possibly materially, from the anticipated results indicated in these statements. These statements are subject to certain risks, uncertainties and assumptions, including risks relating to Apollo's dependence on certain key personnel, Apollo's ability to raise new Apollo funds, the impact of COVID-19, the impact of energy market dislocation, market conditions, and interest rate fluctuations, generally, Apollo's ability to manage its growth, fund performance, the variability of Apollo's revenues, net income and cash flow, Apollo's use of leverage to finance its businesses and investments by Apollo Funds, Athene's ability to maintain or improve financial strength ratings, the impact of Athene's reinsurers failing to meet their assumed obligations, Athene's ability to manage its business in a highly regulated industry, changes in Apollo's regulatory environment and tax status, litigation risks and Apollo's ability to recognize the benefits expected to be derived from the Merger. Apollo believes these factors include but are not limited to those described under the section entitled "Risk Factors" in the joint proxy statement/prospectus filed by Apollo Global Management, Inc. (formerly known as Tango Holdings, Inc.) with the Securities and Exchange Commission (the "SEC") on November 5, 2021, Apollo Asset Management Inc.'s ("AAM," formerly known as Apollo Global Management, Inc.) Annual Report on Form 10-K filed with the SEC on February 19, 2021 and Quarterly Report on Form 10-Q filed with the SEC on May 10, 2021, and Athene's Annual Report onForm 10-K

filed with the SEC on February 19, 2021, its amendment to its annual report on Form 10-K/A filed with the SEC on April 20, 2021 and Quarterly Report on Form 10-Q filed with the SEC on November 8, 2021, as such factors may be updated from time to time in Apollo's, AAM's or Athene's periodic filings with the SEC, which are accessible on the SEC's website at http://www.sec.gov. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this press release and in other filings. Apollo undertakes no obligation to publicly update or review any forward-looking statements, whether as a result of new information, future developments or otherwise, except as required by applicable law. This press release does not constitute an offer of any Apollo fund.

Contacts:

For Investors:
Noah Gunn
Global Head of Investor Relations, Apollo
(212) 822-0540
IR@apollo.com

For Media:
Joanna Rose
Global Head of Corporate Communications, Apollo
(212) 822-0491
Communications@apollo.com

Amanda Carstens Steward
Head of Marketing & Corporate Communications, Athene
(515) 342 6473
Asteward@athene.com