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

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**FORM 8-K**

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**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 8, 2020**

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**AMERICAN EQUITY INVESTMENT LIFE HOLDING COMPANY**  
(Exact name of registrant as specified in its charter)

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**Iowa**  
(State or other jurisdiction of  
incorporation)

**001-31911**  
(Commission File No.)

**42-1447959**  
(IRS Employer Identification No.)

**6000 Westown Parkway, West Des Moines, Iowa**  
(Address of principal executive offices)

**50266**  
(Zip code)

**(515) 221-0002**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$1	AEL	New York Stock Exchange

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

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

*Appointment of New Chief Executive Officer, President and Director*

On January 9, 2020, American Equity Investment Life Holding Company (the “Company”) announced the appointment of Anant Bhalla, age 41, to the position of President, effective as of January 27, 2020 and Chief Executive Officer, effective as of March 1, 2020.

Mr. Bhalla is a seasoned industry executive with nearly two decades of experience in publicly traded companies across insurance, asset management and wealth management sectors. Most recently, Mr. Bhalla has been a partner of Bhalla Capital Partners, focused on bringing together private capital and asset management capabilities to serve core unmet needs in the global life insurance sector. From 2016 – 2019, he served as Executive Vice President and Chief Financial Officer of Brighthouse Financial, Inc., the publicly traded spin-off of MetLife’s U.S. individual life and annuity business. He joined MetLife in 2014 as its Chief Financial Officer of Retail business. He played a broad role in MetLife’s strategic direction of that business and co-led the creation of Brighthouse Financial in 2016. At multiple insurers he has led the creation and execution of U.S. business strategy, covering products, distribution and asset management. This included entering new markets and product categories. During his tenure at Brighthouse Financial, Mr. Bhalla guided its migration from legacy variable annuity products into newer fixed index and structured annuity products and market segments. Prior to MetLife, Mr. Bhalla served in numerous senior roles including Chief Risk Officer, Treasurer and other management roles at Fortune 500 companies, including American International Group, Lincoln National Corporation, and Ameriprise Financial.

Mr. Bhalla received a Bachelor of Business Administration from Madras University, India and an MBA from S.P. Jain Institute of Management and Research, India.

On January 8, 2020, the Board of Directors (the “Board”) increased the size of the Board from eleven (11) to twelve (12) directors effective January 27, 2020. Mr. Bhalla has been appointed by the Board to fill the vacancy created by the increase in the number of directors. Mr. Bhalla will serve as a Class I director and his initial term will expire on the date of the Company’s next annual meeting of shareholders. Mr. Bhalla has been appointed to the Executive and Investment Committees of the Board. Mr. Bhalla will not receive compensation for his services as a member of the Board. Mr. Bhalla’s financial expertise, proven public company strategic leadership, and extensive knowledge of, and background in, the Company’s industry and business led the Board to conclude that Mr. Bhalla should serve as a director of the Company.

Mr. Bhalla will be paid an annual base salary of \$850,000 and will participate in the Company’s Short-Term Performance Incentive Plan and Long-Term Performance Incentive Plan. His target bonus opportunity under the Short-Term Performance Incentive Plan will be 150% of his base salary with a maximum bonus of 300% of his base salary. He will receive equity grants under the Long-Term Performance Incentive Plan equal to 275% of his base salary.

The Company will grant Mr. Bhalla (i) an option to purchase 50,000 shares of the Company’s common stock, which will have a five-year vesting period; and (ii) an initial grant of restricted stock units with an aggregate value of \$500,000 (the “Initial RSUs”). Fifty percent (50%) of the Initial RSUs will be subject to a one-year vesting period and the remaining 50% will be subject to a two-year vesting period.

Mr. Bhalla will receive a three year Change in Control Agreement. The form of such agreement will be the Form of Change in Control Agreement filed as Exhibit 10.12 to the Company’s Annual Report on Form 10-K filed on February 22, 2019, which is incorporated herein by reference.

The employment relationship with Mr. Bhalla is at-will, meaning that either the Company or Mr. Bhalla may terminate the relationship at any time for any reason, with or without cause. In the event the Company terminates Mr. Bhalla’s employment other than for cause, death or disability, and subject to his execution and the non-revocability of a release of claims, Mr. Bhalla will receive severance pay in an amount equal to the sum of (a) twenty-four months of his base salary and (b) his target Short-Term Performance Incentive Plan bonus opportunity for the year in which his employment terminates, subject to payroll withholding and deduction.

The foregoing description of the employment relationship with Mr. Bhalla is a summary of certain terms contained in an offer letter with Mr. Bhalla dated January 2, 2020 (the “Offer Letter”) and is qualified in its entirety by the full text of the Offer Letter filed as Exhibit 10.1 hereto, which is incorporated herein by reference.

There are no other arrangements or understandings between Mr. Bhalla and any other person pursuant to which Mr. Bhalla was appointed as President and Chief Executive Officer and as a director of the Company, and there are no familial relationships between Mr. Bhalla and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer of the Company. Additionally, there have been no transactions involving the Company since the beginning of the Company’s fiscal year in which Mr. Bhalla, or his immediate family members, had or will have a direct or indirect material interest.

#### *Resignation of Chief Executive Officer and President*

On January 9, 2020, the Company also announced that John M. Matovina, the Chairman of the Board, resigned as President, effective as of January 27, 2020, and Chief Executive Officer, effective as of March 1, 2020. Mr. Matovina’s resignation is not the result of any disagreement with the Company and is not related to the Company’s operational performance or financial condition. Mr. Matovina will remain on the Board as non-executive Chairman.

## **Section 7 – Regulation FD**

### **Item 7.01 Regulation FD Disclosure.**

On January 9, 2020, the Company issued a press release announcing the matters described above which is attached hereto as Exhibit 99.1.

The information in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, is being furnished herewith and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended or the Exchange Act, except as expressly set forth by specific reference in such filing.

### **Item 9.01 Financial Statements and Exhibits**

#### **(d) Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Offer Letter dated January 2, 2020 by and between American Equity Investment Life Holding Company and Anant Bhalla</u></a>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press Release of American Equity Investment Life Holding Company, dated January 9, 2020</u></a>
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

**SIGNATURE**

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

AMERICAN EQUITY INVESTMENT LIFE  
HOLDING COMPANY

By: /s/ Renee D. Montz

Renee D. Montz

Executive Vice President, General Counsel & Secretary

Date: January 9, 2020



January 2, 2020

Anant Bhalla

[ ]  
[ ]

Dear Anant,

On behalf of American Equity Investment Life Holding Company (the "Company"), the Company's Board of Directors (the "Board") is pleased to offer you the position of Chief Executive Officer - Elect and President. This letter establishes the terms of employment with the Company if you accept this offer.

If you accept this offer of employment, your effective start date will be on or before January 27, 2020 (the "effective date"). On the effective date you will be President of the Company and will also become a member of the Board. You will become Chief Executive Officer on or about March 1, 2020. Your Board seat is conditioned upon your continued employment as Chief Executive Officer and President of the Company.

Your annual salary will be \$850,000 per year, payable in accordance with the Company's standard payroll practices and subject to withholding taxes.

You will participate in the Company's Short-Term Performance Incentive Plan and Long-Term Performance Incentive Plan. Your Short-Term Performance Incentive Plan opportunity is a target bonus of 150% of your base salary and a maximum bonus of 300% of your base salary. The actual bonus paid under the Short-Term Performance Incentive Plan is based upon the Company's performance against certain annual performance metrics. Your Long-Term Performance Incentive Plan opportunity is an equity grant equal to 275% of your salary. Further details will be provided upon grant.

You will receive a three-year Change in Control Agreement that will cover your annual base salary and Short-Term Performance Incentive Plan target bonus.

To facilitate your transition to the Company, as of the effective date you will receive the following: (i) a grant of 50,000 stock options with a five year vesting period, and (ii) a grant of restricted stock units with an aggregate value of \$500,000, with 50% of such restricted stock units subject to a one year vesting period and 50% of such restricted stock units subject to a two year vesting period. These awards will be subject to the terms set forth in the award agreement as well as the equity incentive plan under which they are granted.

American Equity Investment Life Insurance Company®  
P.O. Box 71216 • Des Moines, IA 50325 • 1-888-221-1234 • 515-221-0002 • 515-221-9947(Fax) • [www.american-equity.com](http://www.american-equity.com)

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If your employment is terminated by the Company other than for Cause (as defined below), death, or disability you will be eligible to receive severance pay in an amount equal to the sum of (a) twenty-four (24) months of your base salary and (b) your target Short-Term Performance Incentive Plan bonus opportunity for the year in which your employment terminates, subject to payroll withholding and deduction ("Severance Payment").

In order to receive the Severance Payment, you must have satisfied the "Release Obligation" consisting of your having: (a) signed a general release and waiver of claims in favor of the Company and its affiliates, as part of a termination agreement acceptable to the Company that contains standard provisions including a non-disparagement provision, and (b) allowed the release and waiver to become fully effective without revocation during any applicable revocation period.

Payment of the Severance Payment, if eligible, will be paid in a lump sum and will occur as soon as administratively practicable following employment termination and satisfaction of the Release Obligation.

For purposes of this Agreement, "Cause" means (i) your willful and continued failure to substantially perform your duties with the Company or its affiliates (other than any such failure resulting from your incapacity due to physical or mental illness); (ii) your conviction of, or your entering of a guilty plea or a plea of no contest to, a felony; (iii) the willful engaging by you in illegal conduct or gross misconduct; or (iv) your material failure to comply with the Company's policies or rules, as in effect from time to time, or any agreement between the Company and you.

This offer is contingent on your commitment to relocate to the Des Moines, Iowa metro area within six months of your effective date. To support your relocation, we will provide reimbursement for the cost of a household goods move inclusive of up to two automobiles. In addition, we are offering a \$75,000 (net) relocation bonus, which will be paid out to you upon relocation. Should you voluntarily leave our company within the two-year period following your relocation, you will be required to pay back the reimbursed expenses and relocation bonus in full. In the interim period from the start date of your employment with the Company to the relocation date, the Company will also provide reimbursement for up to six months of temporary housing.

During the term of your employment, you will be entitled to such paid time off, medical and other benefits as the Company may offer from time to time to its executive officers. Additional information on the current benefits and benefit programs is available upon request.

It is the intention of the parties that this Agreement comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and applicable guidance issued thereunder ("Section 409A"), and this Agreement will be interpreted in a manner intended to comply with Section 409A. All payments under this Agreement are intended to be excluded from the requirements of Section 409A or be payable on a fixed date or schedule in accordance with Section 409A(a)(2)(iv). Notwithstanding anything in this Agreement to the contrary, in the event that you are deemed to be a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) and are not "disabled" within the meaning of Section 409A(a)(2)(C), no payments hereunder that are "deferred compensation" subject to Section 409A shall be made to you prior to the date that is six (6) months after the date of your "separation from service" (as defined in Section 409A and any Treasury Regulations promulgated thereunder) or, if earlier, your date of death. Following any applicable six (6) month delay, all such delayed payments will be paid in a single lump sum on the earliest permissible payment date, together with simple interest on the amount of each delayed payment at the U.S. short term applicable federal rate as of the date of the separation from service. For purposes of this Agreement, with respect to payments of any amounts that are considered to be "deferred compensation" subject to Section 409A, references to "termination of employment" (and substantially similar phrases) shall be interpreted and applied in a manner that is consistent with the requirements of Section 409A. For purposes of Section 409A, your right to receive any installment payment pursuant to this Agreement will be treated as a right to receive a series of separate and distinct payments. Notwithstanding anything to the contrary herein, to the extent required to comply with Section 409A, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A.



If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, by the Company, its agents, or representatives, whether orally or in writing, are superseded by and canceled by this offer letter.

This offer is subject to the successful passing of a background investigation. Upon acceptance of our offer, please sign this letter below and return a copy to me. If you have any questions about this offer, please contact me at [ ].

Best regards,

Jennifer Bryant

EVP, Chief Human Resources Officer  
American Equity Investment Life Insurance Company

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

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**FOR IMMEDIATE RELEASE****January 09, 2020****American Equity Names Anant Bhalla  
to Succeed John Matovina as CEO & President**

**WEST DES MOINES, Iowa (January 9, 2020)** – The Board of Directors (the “Board”) of American Equity Investment Life Holding Company (NYSE: AEL) (“American Equity”) announced today that Anant Bhalla will become American Equity’s Chief Executive Officer (“CEO”) on March 1, 2020. Mr. Bhalla will begin his employment with American Equity on January 27, 2020 as President and will also be appointed to American Equity’s Board on that date.

John M. Matovina, who is retiring as CEO effective March 1, 2020, and President, effective January 27, 2020, will remain on the Board as non-executive Chairman.

Commenting on the search for Matovina’s successor, Joyce A. Chapman, Chairwoman of the special committee of the Board that led the search said, “The special committee, with the assistance of an executive search firm, conducted a thorough search for American Equity’s next CEO. The candidates considered had a wide range of profiles and experience. In Anant, we are fortunate to have a leader who has excelled throughout his career. He will bring a fresh perspective to American Equity while maintaining a strong commitment to our values, our shareholders, our employees and our distribution partners.”

“I know that Anant and the Board of Directors are committed to maintaining the strong emphasis on shareholder returns, customer and agent service, clear and transparent products and competitive rates that have been the hallmarks of the Company since its founding by Dave Noble and I look forward to working with him,” John Matovina said.

Anant Bhalla said, “American Equity is a fabulous success story and I am delighted to join such an incredible organization at such a pivotal time for both the company and our industry. I see great opportunity to build on its solid foundation and further enhance its presence in the retirement and savings markets while delivering exceptional value for all stakeholders.”

Mr. Bhalla is a seasoned industry executive with nearly two decades of experience in publicly traded companies across insurance, asset management and wealth management sectors. Most recently (2016 – 2019), he served as Executive Vice President and Chief Financial Officer of Brighthouse Financial, Inc., the publicly traded spin-off of MetLife’s U.S. individual life and annuity business. He joined MetLife in 2014 as Chief Financial Officer of Retail business. He played a broad role in MetLife’s strategic direction of that business and co-led the creation of Brighthouse Financial in 2016. At multiple insurers he has led the creation and execution of U.S. business strategy, covering products, distribution and asset management. This included entering new markets and product categories. During his tenure at Brighthouse Financial, Mr. Bhalla guided its migration from legacy variable annuity products into newer fixed index and structured annuity products and market segments. Prior to MetLife, Mr. Bhalla served in numerous senior roles including Chief Risk Officer, Treasurer and other management roles at Fortune 500 companies, including American International Group, Lincoln National Corporation, and Ameriprise Financial.

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Since leaving Brighthouse in the spring of 2019, Mr. Bhalla has been a partner of Bhalla Capital Partners, focused on bringing together private capital and asset management capabilities to serve core unmet needs in the global life insurance sector. Mr. Bhalla received a Bachelor of Business Administration from Madras University, India and an MBA from S.P. Jain Institute of Management and Research, India.

Mr. Matovina became CEO and President in June 2012 and succeeded American Equity's founder, David J. Noble, as Chairman of the Board of Directors in April 2017. He joined the Board of Directors in June 2000 and began his employment with the Company in June 2003 as Vice Chairman. He served as Chief Financial Officer and Treasurer from January 2009 to June 2012.

As CEO, Mr. Matovina oversaw substantial growth in the company's business and market capitalization and the diversification of its distribution network into banks and broker-dealers. During his tenure, the Company's market capitalization increased 328%,<sup>1</sup> its book value per share excluding accumulated other comprehensive income increased 67%,<sup>2</sup> and its operating income excluding unlocking more than tripled and its investment spread more than doubled.<sup>3</sup>

Commenting on Mr. Matovina's contributions to the Company, Robert L. Howe, American Equity's Lead Independent Director said: "John has been a strong and effective leader for American Equity dating back to the role he played in the Company's initial public offering in 2003. He earned the respect of his colleagues and fellow board members through his unwavering commitment and dedication to American Equity's success. We are grateful for his more than 19 years of service to the Company and look forward to his continuing leadership as non-executive Chairman of the Board."

## **ABOUT AMERICAN EQUITY**

American Equity Investment Life Holding Company, through its wholly-owned subsidiaries, is a leading issuer of fixed index annuities through independent agents, banks and broker-dealers. American Equity Investment Life Holding Company, a New York Stock Exchange listed company (NYSE: AEL), is headquartered in West Des Moines, Iowa. For more information, please visit [www.american-equity.com](http://www.american-equity.com).

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<sup>1</sup> From June 30, 2012 to January 8, 2020.

<sup>2</sup> From June 30, 2012 to September 30, 2019.

<sup>3</sup> Trailing twelve months ended September 30, 2019, compared to trailing twelve months ended June 30, 2012.

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