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**OMB APPROVAL**

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**SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE 13D  
Under the Securities Exchange Act of 1934  
(Amendment No. \_\_)(1)**

**American International Group, Inc.**

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**(Name of Issuer)**

**Common Stock**

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**(Title of Class Securities)**

**026874-107**

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**(CUSIP Number)**

**Howard I. Smith  
Vice Chairman-Finance and Secretary  
Telephone: (212) 230-5050**

**(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communication)**

**May 1, 2009**

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**(Date of Event which Requires Filing of this Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

(1) This Schedule 13D constitutes Amendment No. 16 to the Schedule 13D on behalf of C. V. Starr & Co., Inc. Trust, dated March 20, 2007, Amendment No. 18 to the Schedule 13D on behalf of Maurice R. and Corinne P. Greenberg Joint Tenancy Company, LLC, dated May 26, 2006, Amendment No. 20 to the Schedule 13D on behalf of Universal Foundation, Inc., dated February 21, 2006, Amendment No. 20 to the Schedule 13D on behalf of The Maurice R. and Corinne P. Greenberg Family Foundation, Inc., dated February 21, 2006, Amendment No. 22 to the Schedule 13D on behalf of Maurice R. Greenberg, dated November 23, 2005, Amendment No. 22 to the Schedule 13D on behalf of Edward E. Matthews, dated November 23, 2005, Amendment No. 24 to the Schedule 13D of Starr International Company, Inc., dated October 2, 1978, and Amendment No. 24 to the Schedule 13D for C. V. Starr & Co., Inc., dated October 2, 1978.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 026874-107

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Maurice R. Greenberg	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  PF	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) o	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  2,487,500
	<b>8</b>	SHARED VOTING POWER  58,292,582
	<b>9</b>	SOLE DISPOSITIVE POWER  2,487,500
	<b>10</b>	SHARED DISPOSITIVE POWER  60,404,701
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  69,892,201	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  2.34%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Edward E. Matthews	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  (a) x (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  PF	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  281,875
	<b>8</b>	SHARED VOTING POWER  8,580,850
	<b>9</b>	SOLE DISPOSITIVE POWER  281,875
	<b>10</b>	SHARED DISPOSITIVE POWER  8,580,850
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  8,862,725	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.33%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  IN	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  Starr International Company, Inc.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  (a) x (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  WC	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Panama	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  205,845,399
	<b>8</b>	SHARED VOTING POWER  0
	<b>9</b>	SOLE DISPOSITIVE POWER  205,845,399
	<b>10</b>	SHARED DISPOSITIVE POWER  0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  205,845,399	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  7.65%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON C. V. Starr & Co., Inc.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions) WC	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 0
	<b>8</b>	SHARED VOTING POWER 19,073,502
	<b>9</b>	SOLE DISPOSITIVE POWER 0
	<b>10</b>	SHARED DISPOSITIVE POWER 21,185,621
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 21,185,621	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.79%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Universal Foundation, Inc.		
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
<b>3</b>	SEC USE ONLY		
<b>4</b>	SOURCE OF FUNDS (See Instructions) WC		
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>		
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Panama		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 2,112,119	
	<b>8</b>	SHARED VOTING POWER 0	
	<b>9</b>	SOLE DISPOSITIVE POWER 0	
	<b>10</b>	SHARED DISPOSITIVE POWER 2,112,119	
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,112,119		
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.08%		
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  The Maurice R. and Corinne P. Greenberg Foundation	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  WC	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  989,308
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  989,308
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  989,308	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.04%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  CO	

<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Maurice R. and Corinne P. Greenberg Joint Tenancy Company, LLC	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) x (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions) OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Florida	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER 0
	<b>8</b>	SHARED VOTING POWER 25,269,689
	<b>9</b>	SOLE DISPOSITIVE POWER 0
	<b>10</b>	SHARED DISPOSITIVE POWER 25,269,689
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 25,269,689	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.94%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	



<b>1</b>	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  C. V. Starr & Co., Inc. Trust	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  (a) x (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS (See Instructions)  OO	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  8,580,850
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  8,580,850
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  8,580,850	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.32%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)  OO	

**Item 4. Purpose of Transaction**

Item 4 is amended and supplemented to add the following information for updating as of the date hereof:

On May 1, 2009 Starr International and each of C.V. Starr, C.V. Starr Trust, Greenberg Foundation, Greenberg Joint Tenancy Company, Mr. Greenberg and Universal Foundation (collectively, the “Sellers”) entered into a securities purchase agreement (the “Securities Purchase Agreement”). Pursuant to the Securities Purchase Agreement, Starr International has agreed to purchase, and each of the Sellers has agreed to sell, a number of shares of Common Stock as follows: C.V. Starr (10,492,652), C.V. Starr Trust (8,580,850), Greenberg Foundation (989,308), Greenberg Joint Tenancy Company (25,269,689), Mr. Greenberg (12,888,666) and Universal Foundation (2,112,119). Each share of Common Stock will be purchased by Starr International at a price per share equal to the closing price of a share of Common Stock as reported on the New York Stock Exchange composite tape on the date immediately prior to the closing, provided that such per share purchase price shall be no less than \$1.25 per Share and shall otherwise not exceed a price to be mutually agreed upon by the parties. The closing of the purchases and sales contemplated by the Securities Purchase Agreement are subject to certain conditions, including the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

Any actions taken by the Reporting Persons may be effected at any time or from time to time, subject to any applicable limitations imposed on the actions by the Securities Act of 1933, as amended, state insurance regulatory laws or other applicable laws. There can be no assurance, however, that any Reporting Person will take any of the actions described in this Item 4.

**Item 5. Interest in Securities of the Issuer**

Item 5 is amended and supplemented to add the following information for updating as of the date hereof:

The trading dates, number of shares of Common Stock purchased or sold and the average price per share for all transactions by the Reporting Persons in the Common Stock within the last 60 days, which were all through brokers’ transactions, are set forth below:

Name of Reporting Person	Date	Number of Shares Purchased/(Sold)	Average Price per Share
Starr International	March 16, 2009	(1,278,000)	\$0.8023

Starr International also made distributions of: (a) 52,398 shares of Common Stock on February 4, 2009; (b) 57,805 shares of Common Stock on February 20, 2009; (c) 30,914, shares of Common Stock on March 9, 2009; (d) 10,172 shares of Common Stock on March 31, 2009, and (e) 26,620 shares of Common Stock on April 23, 2009, in each case pursuant to the Starr International Company, Inc. Deferred Compensation Profit Participation Plan.

As of the date of the filing of this statement, the Reporting Persons may be deemed to beneficially own in the aggregate 269,019,475 shares of Common Stock, representing approximately 9.9979% of the Issuer’s outstanding Common Stock (based on 2,690,747,320 shares of Common Stock reported by the Issuer as outstanding as of January 30, 2009, in the Issuer’s Form 10-K/A filed on March 13, 2009).

Mr. Greenberg has the sole power to vote and direct the disposition of 2,487,500 shares of Common Stock, which may be acquired pursuant to incentive stock options previously granted by the Issuer to Mr. Greenberg as an officer and director of the Issuer that are exercisable within 60 days of the date hereof. Mr. Greenberg has the shared power to vote and direct the disposition of 58,292,582 shares of Common Stock, 12,888,666 shares of which are held as tenant in common with Mr. Greenberg’s wife, 71,417 shares of which are held in family trusts of which Mr. Greenberg is a trustee, 10,492,652 shares of which are held by CV Starr, 8,580,850 shares of which are held by CV Starr Trust, for which CV Starr is a beneficiary and Mr. Greenberg is a trustee, 989,308 shares of which are held by the Greenberg Foundation, of which Mr. Greenberg, his wife and family members are directors and 25,269,689 shares of which are held by the Greenberg Joint Tenancy Company of which the Greenberg Joint Tenancy Corporation is the managing member. Mr. Greenberg has the shared power to direct the disposition of 2,112,119 shares of Common Stock held by Universal Foundation for which CV Starr has the shared power to direct the disposition of pursuant to an Investment Management Agreement (described below).

Mr. Greenberg owns 27.27% of the common stock of CV Starr directly. Based on Mr. Greenberg’s voting power in CV Starr, his position as trustee of the CV Starr Trust, his position as director and Chairman of the Board of the Greenberg Joint Tenancy Corporation, the managing member of the Greenberg Joint Tenancy Company and the other facts and circumstances described in Items 2, 4, 5 and 6 of this Schedule 13D, Mr. Greenberg may be deemed to beneficially own the shares of Common Stock held by CV Starr, the CV Starr Trust, the Greenberg Foundation and the Greenberg Joint Tenancy Company. Mr. Greenberg disclaims beneficial ownership of the shares of Common Stock held by CV Starr, CV Starr Trust, Universal Foundation, the Greenberg Foundation and the family trusts described above.

Mr. Matthews has the sole power to vote and direct the disposition of 281,875 shares of Common Stock, which may be acquired pursuant to incentive stock options previously granted by the Issuer to Mr. Matthews as an officer and director of the Issuer that are exercisable within 60 days of the date hereof. Mr. Matthews has the shared power to vote and direct the disposition of 8,580,850 shares of Common Stock, all of which are held by the CV Starr Trust, for which CV Starr is a beneficiary and Mr. Matthews is a trustee. Based on the facts and circumstances described in Items 2, 4, 5 and 6 of this Schedule 13D, Mr. Matthews may be deemed to beneficially own the shares of Common Stock held by the CV Starr Trust. Mr. Matthews disclaims beneficial ownership of the shares of Common Stock held by the CV Starr Trust.

Starr International has the sole power to vote and direct the disposition of 205,845,399 shares of Common Stock, of which 15,700,000 shares are held by Starr International Investments, Ltd., a wholly owned subsidiary of Starr International, and 190,145,399 shares are held directly by Starr International.

CV Starr has the shared power to vote and direct the disposition of 19,073,502 shares of Common Stock held by CV Starr (8,580,850 shares of which are held by the CV Starr Trust of which CV Starr is a beneficiary). Pursuant to an Investment Management Agreement, CV

Starr has the shared power to direct the disposition of 2,112,119 shares of Common Stock held by Universal Foundation.

Universal Foundation has the sole power to vote 2,112,119 shares of Common Stock held directly by Universal Foundation. Pursuant to an Investment Management Agreement, CV Starr has the shared power to direct the disposition of the 2,112,119 shares of Common Stock held by Universal Foundation.

The Greenberg Foundation has the shared power to vote and direct the disposition of 989,308 shares of Common Stock held directly by the Greenberg Foundation.

The Greenberg Joint Tenancy Company has the shared power to vote and direct the disposition of 25,269,689 shares of Common Stock held directly by the Greenberg Joint Tenancy Company.

CV Starr Trust has the shared power to vote and direct the disposition of 8,580,850 shares of Common Stock.

**Item 6                    Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 is amended and supplemented to add the following information for updating as of the date hereof:

On May 1, 2009, Starr International and each of C.V. Starr, C.V. Starr Trust, Greenberg Foundation, Greenberg Joint Tenancy Company, Mr. Greenberg and Universal Foundation entered into the Securities Purchase Agreement as more fully discussed in Item 4.

A copy of the Securities Purchase Agreement is filed herewith as Exhibit 2 and incorporated herein by reference.

**Item 7                    Material to Be Filed as Exhibits**

Exhibit 1                Joint Filing Agreement, dated May 1, 2009, by and among Mr. Greenberg, Mr. Matthews, Starr International, CV Starr, Universal Foundation, Greenberg Foundation, Greenberg Joint Tenancy Company, and CV Starr Trust.

Exhibit 2                Securities Purchase Agreement, dated as of May 1, 2009, by and among Starr International and each of C.V. Starr, C.V. Starr Trust, Greenberg Foundation, Greenberg Joint Tenancy Company, Mr. Greenberg and Universal Foundation.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete, and correct.

Dated: May 1, 2009

MAURICE R. GREENBERG

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

EDWARD E. MATTHEWS

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

STARR INTERNATIONAL COMPANY, INC.

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

C. V. STARR & CO., INC.

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

UNIVERSAL FOUNDATION, INC.

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

THE MAURICE R. AND CORINNE P. GREENBERG FAMILY FOUNDATION,  
INC.

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

MAURICE R. AND CORINNE P. GREENBERG JOINT TENANCY COMPANY,  
LLC

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

C. V. STARR & CO., INC. TRUST

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Common Stock of American International Group, Inc., and that this Agreement be included as an Exhibit to such joint filing.

Each of the undersigned acknowledges that each shall be responsible for the timely filing of any statement (including amendments) on Schedule 13D, and for the completeness and accuracy of the information concerning him or it contained herein, but shall not be responsible for the completeness and accuracy of the information concerning the other persons making such filings, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Dated: May 1, 2009

MAURICE R. GREENBERG

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

EDWARD E. MATTHEWS

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

STARR INTERNATIONAL COMPANY, INC.

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

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C. V. STARR & CO., INC.

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

UNIVERSAL FOUNDATION, INC.

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

THE MAURICE R. AND CORINNE P. GREENBERG FAMILY FOUNDATION, INC.

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

MAURICE R. AND CORINNE P. GREENBERG JOINT TENANCY COMPANY, LLC

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

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C. V. STARR & CO., INC. TRUST

By: /s/Bertil P-H Lundqvist  
Name: Bertil P-H Lundqvist  
Title: Attorney-In-Fact

By: /s/George Y. Liu  
Name: George Y. Liu  
Title: Attorney-In-Fact

## SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this “**Agreement**”) is dated as of May 1, 2009, and is by and among each of the sellers listed on Exhibit A, attached hereto (each, a “**Seller**” and collectively, the “**Sellers**”), and Starr International Company, Inc., a Panamanian corporation (“**Purchaser**”).

WHEREAS each Seller desires to sell to Purchaser, and Purchaser desires to purchase from each Seller, the number of shares of common stock, par value \$2.50 per share, of American International Group, Inc. set forth opposite such Seller’s name on Exhibit A (the “**Shares**”), all upon the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements, representations, warranties and covenants herein contained, the parties hereto agree as follows:

1. Definitions; Usage.

1.1 Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

“**Actions**” means actions, proceedings, claims, suits, inquiries or investigations.

“**Agreement**” has the meaning set forth in the preamble.

“**Antitrust Approval**” means the expiration or termination of any waiting period (and any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (15 U.S.C. §18a), as amended, applicable to the transactions contemplated by this Agreement.

“**Business Day**” means any day except Saturday, Sunday and any day which is a federal legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“**Closing**” has the meaning set forth in Section 2.2.

“**Closing Date**” has the meaning set forth in Section 2.2.

“**Encumbrance**” has the meaning set forth in Section 3.3.

“**Governmental Authority**” means any government, regulatory or administrative authority, agency, commission, court or tribunal.

“**Law**” has the meaning set forth in Section 3.5.

“**Market Value**” means, with respect to any Share as of any date, the closing price of a Share as reported on the New York Stock Exchange composite tape on such date as reported by the Wall Street Journal.

“**Order**” has the meaning set forth in Section 3.5.

“**Person**” (whether or not capitalized) means an individual, entity, partnership, limited liability company, corporation, association, trust, joint venture, unincorporated organization, and any government, governmental department or agency or political subdivision thereof.

“**Purchaser**” has the meaning set forth in the preamble.

“**Securities Act**” means the Securities Act of 1933, as amended, and all of the rules and regulations promulgated thereunder.

“**Seller**” has the meaning set forth in the preamble.

“**Shares**” has the meaning set forth in the recitals.

“**Share Price**” means a price per Share equal to the Market Value of such Share on the Business Day immediately preceding the Closing Date; provided, however, that the Share Price shall not be less than \$1.25 per Share and shall otherwise not exceed a price per Share to be mutually agreed upon by the parties.

1.2. Usage. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (a) all accounting terms not otherwise defined herein have the meanings assigned under generally accepted accounting principles, (b) all dollar amounts shall be in United States currency, (c) unless expressly provided otherwise, all references in this Agreement to designated “Exhibits,” “Sections” and other subdivisions are to the designated Exhibits, Sections and other subdivisions of the body of this Agreement, (d) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms, (e) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Section or other subdivision, (f) the terms “including,” “include” and other variations thereof shall be deemed to be followed by the phrase “without limitation,” and (g) the title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the terms or provisions of this Agreement.

2. Purchase and Sale of Shares.

2.1 Purchase and Sale of Shares. Subject to and upon the terms and conditions set forth in this Agreement, each Seller agrees (severally but not jointly) to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser hereby agrees to purchase from each Seller, at the Closing, such Seller's Shares at a per Share price equal to the Share Price.

2.2 Closing. The closing of the purchase and sale of the Shares (the "**Closing**") shall take place at 10:00 am (Eastern Time) at the offices of Boies, Schiller & Flexner LLP, 575 Lexington Avenue, 7<sup>th</sup> Floor, New York, NY 10022, on the date that is one (1) Business Day following the date upon which all closing conditions set forth in Section 5 are satisfied, or on such other date and at such time as may be agreed upon between the Sellers and Purchaser (the "**Closing Date**"). At the Closing, each Seller shall deliver to Purchaser stock certificates evidencing its Shares, duly endorsed in blank or accompanied by stock powers duly executed in blank, in form reasonably satisfactory to Purchaser and with all required stock transfer tax stamps affixed, or such other instruments and documents as Purchaser may reasonably deem necessary or desirable to effect the transfer and assignment to Purchaser of such Shares, against payment by or on behalf of Purchaser of the aggregate Share Price for all of the Shares being sold hereunder by such Seller, by wire transfer of immediately available funds to such account as such Seller shall designate in writing.

3. Representations and Warranties of Seller. Each Seller hereby represents and warrants (severally but not jointly) to Purchaser as follows:

3.1 Incorporation. Such Seller is a corporation or other entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

3.2 Authorization. All corporate action on the part of such Seller, its officers and its directors necessary for the authorization, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein and therein, has been taken. When executed and delivered by such Seller, this Agreement shall constitute a legal, valid and binding obligation of Seller, enforceable against such Seller in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and by general equitable principles. Such Seller has all requisite corporate power and authority to enter into this Agreement and to carry out and perform its obligations under the terms hereof.

3.3 Shares. The Shares to be sold by such Seller under this Agreement are owned of record by such Seller free and clear of any security interest, pledge, lien, charge, encumbrance or other restriction on the use, voting, transfer, receipt of income or other exercise of any attribute of ownership (each, an "Encumbrance"). Such Seller has the sole power to vote and the full right, power and authority to sell, transfer and deliver the Shares to be sold by such Seller under this Agreement. Upon the Closing and registration of such Shares in the name of Purchaser in the stock records of the Company, Purchaser will own such Shares free and clear of all Encumbrances other than as may have been created by or is attributable to Purchaser. Except for this Agreement, there are no options, voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of such Shares.

3.4 Consents. Except for the Antitrust Approval, all consents, approvals, orders and authorizations required on the part of such Seller in connection with the execution or delivery of, or the performance of the obligations under, this Agreement and the consummation of the transactions contemplated herein, have been obtained and will be effective as of the Closing Date.

3.5 No Conflict. The execution, delivery and performance of this Agreement by such Seller do not and will not (a) violate, conflict with or result in the breach of any provision of the articles of incorporation or by-laws (or similar organizational documents) of such Seller, (b) conflict with or violate any statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (each, a "Law") or order, writ, judgment, injunction, decree, stipulation, determination or award (each, an "Order") applicable to such Seller any of its assets, properties or businesses or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any Encumbrance on any of the Shares to be sold by such Seller hereunder pursuant to, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument to which such Seller is a party or by which any of such Shares is bound or affected.

3.6 Brokers or Finders. Such Seller has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement, and such Seller has not incurred and shall not incur, directly or indirectly, any liability for any brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

4. Representations and Warranties of the Purchasers. Purchaser hereby represents and warrants to each Seller as follows:

4.1 Incorporation. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Panama.

4.2 Authorization. All corporate action on the part of Purchaser, its officers and its directors necessary for the authorization, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein and therein, has been taken. When executed and delivered by Purchaser, this Agreement shall constitute a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and by general equitable principles. Purchaser has all requisite corporate power and authority to enter into this Agreement and to carry out and perform its obligations under its terms.

4.3 Consents. Except for the Antitrust Approval, all consents, approvals, orders and authorizations required on the part of Purchaser in connection with Purchaser's execution, delivery or performance of this Agreement and the consummation of the transactions contemplated herein have been obtained and are effective as of the Closing Date.

4.4 No Conflict. The execution, delivery and performance of this Agreement by Purchaser do not and will not (a) violate, conflict with or result in the breach of any provision of the articles of incorporation or by-laws (or similar organizational documents) of Purchaser, (b) conflict with or violate any Law or

Order applicable to Purchaser or any of its assets, properties or businesses or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which Purchaser is a party, which would adversely affect the ability of Purchaser to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement.

4.5 Brokers. Purchaser has not retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement, and Purchaser has not incurred, and shall not incur, directly or indirectly, any liability for any brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

4.7 Investment Intent. Purchaser is capable of evaluating the risk of its investment in the Shares, has been advised by counsel as to the risk of such investment and is able to bear the economic risk of such investment. Purchaser is purchasing the Shares for its own account for investment and not with a present view to any distribution thereof in violation of applicable securities laws. Purchaser is an "accredited investor" as defined in Rule 501(a) under the Securities Act.

## 5. Conditions Precedent.

5.1. Conditions to the Obligations of Purchaser to Consummate the Closing. The obligation of Purchaser to consummate the Closing and to purchase and pay for the Shares being sold by each Seller is subject to the satisfaction (or waiver by Purchaser) of the following conditions precedent:

(a) The representations and warranties of such Seller contained herein shall be true and correct in all material respects on and as of the date hereof and the Closing Date. Such Seller shall have performed or complied with all obligations and conditions herein required to be performed or complied with by such Seller on or prior to the Closing.

(b) No Action challenging, or seeking to prohibit, alter, prevent or materially delay, this Agreement or the transactions contemplated hereby shall have been instituted before any Governmental Authority or shall be pending against or involving such Seller.

(c) This Agreement and the transactions contemplated hereby shall not be prohibited by any Law or Order. All necessary consents, approvals, licenses, permits, orders and authorizations of, or registrations, declarations and filings with, any Governmental Authority or of or with any other Person with respect to any of the transactions contemplated hereby, including the Antitrust Approval, shall have been duly obtained or made and shall be in full force and effect.

5.2. Conditions to the Obligation of Seller to Consummate the Closing. The obligation of each Seller to consummate the Closing and to sell such Seller's Shares to Purchaser at the Closing is subject to the satisfaction (or waiver by such Seller) of the following conditions precedent:

(a) The representations and warranties of Purchaser contained herein shall be true and correct in all material respects on and as of the date hereof and the Closing Date. Purchaser shall have performed all obligations and conditions herein required to be performed or complied with by Purchaser on or prior to the Closing.

(b) No Action challenging, or seeking to prohibit, alter, prevent or materially delay, this Agreement or the transactions contemplated hereby shall have been instituted before any Governmental Authority or shall be pending against or involving Purchaser.

(c) This Agreement and the transactions contemplated hereby shall not be prohibited by Law or Order. All necessary consents, approvals, licenses, permits, orders and authorizations of, or registrations, declarations and filings with, any Governmental Authority or of or with any other Person with respect to any of the transactions contemplated hereby including the Antitrust Approval, shall have been duly obtained or made and shall be in full force and effect.

## 6. Miscellaneous Provisions.

### 6.1 Notices.

(a) Any notices, reports or other correspondence (hereinafter collectively referred to as "correspondence") required or permitted to be given hereunder shall be given in writing and shall be deemed given if sent by certified or registered mail (return receipt requested), overnight courier or telecopy (with confirmation of receipt), or delivered by hand to the party to whom such correspondence is required or permitted to be given hereunder

(b) All correspondence to each Seller shall be addressed to the address set forth beneath such Seller's name on Exhibit A.

(c) All correspondence to Purchaser shall be addressed as follows:

Starr International Company, Inc.  
101 Baarerstrasse  
CH 6300 Zug  
Switzerland

(d) Any entity may change the address to which correspondence to it is to be addressed by notification as provided for herein.

6.2 Expenses. Each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

6.3 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with any Law, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

6.4 Governing Law. This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

6.5 Waiver. No waiver or delay in exercising of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

6.6 Assignment. The rights and obligations of the parties under this Agreement shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

6.7 Entire Agreement. This Agreement, the exhibits and schedules hereto and the other documents delivered pursuant hereto constitutes the entire agreement between the parties hereto respecting the subject matter hereof and supersedes all prior agreements, negotiations, understandings, representations and statements respecting the subject matter hereof, whether written or oral.

6.8 Amendments. Any amendment, supplement or modification of or to any provision of this Agreement and any waiver of any provision of this Agreement shall be effective only if made or given in writing and signed by Seller and Purchaser.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties hereto confirm that any facsimile copy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.

6.10 Termination. This Agreement may be terminated at any time prior to the Closing by mutual written consent of the parties hereto.

**[Signature Pages Follow]**

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IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement under seal as of the day and year first above written.

**SELLER:**

**C. V. STARR & CO., INC.**

By: /s/Bertil P. Lundqvist  
Name: Bertil P. Lundqvist  
Title: Director, Executive Vice President & General Counsel

**C. V. STARR & CO., INC. TRUST**

By: /s/Bertil P. Lundqvist  
Name: Bertil P. Lundqvist  
Title: Attorney-in-Fact

**THE MAURICE R. AND CORINNE P. GREENBERG FOUNDATION**

By: /s/Maurice R. Greenberg  
Name: Maurice R. Greenberg  
Title: Director

**MAURICE R. AND CORINNE P. GREENBERG JOINT TENANCY COMPANY,  
LLC**

By: /s/Corinne P. Greenberg  
Name: Corinne P. Greenberg  
Title: Member

**MAURICE R. GREENBERG**

By: /s/Maurice R. Greenberg

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**UNIVERSAL FOUNDATION, INC.**

By: /s/Stuart Osborne  
Name: Stuart Osborne  
Title: President

**PURCHASER:**

**STARR INTERNATIONAL COMPANY, INC.**

By: /s/Edward E. Matthews  
Name: Edward E. Matthews  
Title: Director

**SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT**

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**EXHIBIT A**

**SHARES**

<b>Seller / Address</b>	<b>Shares</b>
C.V. Starr & Co., Inc. 399 Park Avenue, 17th Floor New York, NY 10022	10,492,652
C.V. Starr & Co., Inc. Trust 399 Park Avenue, 17th Floor New York, NY 10022	8,580,850
The Maurice R. and Corinne P. Greenberg Foundation 399 Park Avenue, 17th Floor New York, NY 10022	989,308
Maurice R. and Corinne P. Greenberg Joint Tenancy Company, LLC 399 Park Avenue, 17th Floor New York, NY 10022	25,269,689
Maurice R. Greenberg 399 Park Avenue, 17th Floor New York, NY 10022	12,888,666
Universal Foundation, Inc. 399 Park Avenue, 17th Floor New York, NY 10022	2,112,119