
**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): March 15, 2017

AMERICAN INTERNATIONAL GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-8787
(Commission
File Number)

13-2592361
(IRS Employer
Identification No.)

175 Water Street
New York, New York 10038
(Address of principal executive offices)

Registrant's telephone number, including area code: (212) 770-7000

(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))
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Section 5 — Corporate Governance and Management

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

(e)

Long Term Incentive Plan

On March 15, 2017, the Compensation and Management Resources Committee (the “Committee”) of the Board of Directors (the “Board”) of American International Group, Inc. (“AIG”) adopted the AIG Long Term Incentive Plan (the “LTI Plan”). The LTI Plan, which will be administered by the Committee, replaces the 2013 AIG Long Term Incentive Plan (the “Prior Plan”) for future awards. Consistent with the Prior Plan, the LTI Plan is intended to provide selected officers and key employees of AIG with incentives to contribute to the long-term performance of AIG in a manner that appropriately balances risk and rewards. The LTI Plan provides for grants of performance share units that are earned based on achievement of performance criteria during a three-year performance period and restricted stock units that are earned based on continued employment throughout the three-year performance period, unless the Committee determines a different period is appropriate for some or all participants. Earned performance share units may range from 0 to 200 percent of a participant’s target award based on achievement of the applicable performance metrics during the performance period. Participants may also receive dividend equivalent rights in the form of additional performance share units or restricted stock units, which will accrue commencing with the first dividend record date of AIG common stock following the grant date of the award and only be paid upon vesting. Earned awards under the LTI Plan will vest as specified in the applicable award agreement and be settled in shares of AIG common stock (or, at the election of AIG, cash equal to the fair market value thereof).

Awards and payments under the LTI Plan are subject to forfeiture and repayment to the extent provided in the AIG Clawback Policy, or any other such AIG clawback policy as in effect from time to time. All awards under the LTI Plan will be granted under, and will be subject to the terms and conditions of, the AIG 2013 Omnibus Incentive Plan, as amended from time to time, or any successor plan as approved by AIG’s shareholders. Copies of the LTI Plan and form of AIG Long Term Incentive Award Agreement are attached as Exhibits 10.1 and 10.2, respectively, and are incorporated into this Item 5.02 by reference. The foregoing summary is qualified in its entirety by reference thereto.

March 15, 2017 Compensation Determinations

On March 15, 2017, the Committee determined that 2016 short-term incentive awards for members of AIG’s Executive Leadership Team (other than to Peter D. Hancock, President and Chief Executive Officer) were earned at 40% of each member’s individual target amount.

On March 15, 2017, the Committee also made regular 2017 grants under the LTI Plan to each member of AIG’s Executive Leadership Team (other than to Mr. Hancock). Grants were 70% in the form of performance share units and 30% in the form of restricted stock units, with both types of units vesting and being distributed at the end of the relevant three-year performance period and with performance share units continuing to be based on AIG’s relative total shareholder return and using relative option adjusted spread as a gating metric. For our continuing named executive officers, Mr. Sid Sankaran, Chief Financial Officer, and Mr. Kevin Hogan, Executive Vice President – Consumer, grants were based on previously disclosed long-term incentive targets. The Committee also made one-time grants of restricted stock units under the LTI Plan to each member of AIG’s Executive Leadership Team (other than Mr. Hancock) designed to provide for continuity during this time of transition, including 93,414 restricted stock units to Mr. Sankaran, 108,983 restricted stock units to Mr. Doug Dachille, Executive Vice President and Chief Investment Officer, 101,198 restricted stock units to Mr. Hogan and 97,306 to Mr. Robert Schimek, Executive Vice President – Commercial.

The restricted stock units vest on the second anniversary of the grant date subject to the participant’s continued employment through such date (or earlier involuntary termination without cause).

Chief Executive Officer Arrangements

On March 17, 2017, upon the Committee’s recommendation, the Board approved a letter agreement between AIG and Mr. Hancock, in connection with Mr. Hancock’s previously announced transition. The letter agreement provides that Mr. Hancock will continue to serve as Chief Executive Officer and director until a successor has been named or, if earlier, December 31, 2017 (the “Transition Period”). Upon his termination, Mr. Hancock will receive benefits consistent with a termination without cause under the AIG 2012 Executive Severance Plan as described in AIG’s 2016 Proxy Statement under the caption “Potential Payments on Termination.” In consideration of his service during the Transition Period, Mr. Hancock will be eligible to receive a cash payment of \$5,000,000 for service through the Transition Period. He will also continue to receive his normal 2017 compensation. A copy of the letter agreement is attached as Exhibit 10.3 and is incorporated into this Item 5.02 by reference. The foregoing summary regarding the letter agreement is qualified in its entirety by reference thereto.

On March 17, 2017, upon the Committee’s recommendation and after discussion with Mr. Hancock, the Board determined that Mr. Hancock would not earn a 2016 short-term incentive award and approved a 2017 grant under the LTI Plan to Mr. Hancock based on his previously disclosed long-term target, 50% in the form of performance share units and 50% in the form of restricted stock units and having the same terms as those made to other members of AIG’s Executive Leadership Team.

Voluntary Information

AIG notes that this Item includes voluntary information, and AIG is not undertaking any obligation to update such information.

Section 9 — Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- Exhibit 10.1 American International Group, Inc. Long Term Incentive Plan
- Exhibit 10.2 Form of AIG Long Term Incentive Award Agreement
- Exhibit 10.3 Letter Agreement between American International Group, Inc. and Peter D. Hancock, dated March 17, 2017

SIGNATURES

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

AMERICAN INTERNATIONAL GROUP, INC.
(Registrant)

Date: March 17, 2017

By: /s/ James J. Killerlane III

Name: James J. Killerlane III

Title: Associate General Counsel and Assistant Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 10.1	American International Group, Inc. Long Term Incentive Plan
Exhibit 10.2	Form of AIG Long Term Incentive Award Agreement
Exhibit 10.3	Letter Agreement between American International Group, Inc. and Peter D. Hancock, dated March 17, 2017

AMERICAN INTERNATIONAL GROUP, INC.
LONG TERM INCENTIVE PLAN

1. PURPOSE; DEFINITIONS

This American International Group, Inc. Long Term Incentive Plan (this “*Plan*”) is designed to provide selected officers and key employees of American International Group, Inc. (“*AIG*” and together with its consolidated subsidiaries, determined in accordance with U.S. generally accepted accounting principles, the “*Company*”) with incentives to contribute to the long-term performance of AIG in a manner that appropriately balances risk and rewards.

Awards under this Plan are issued under the American International Group, Inc. 2013 Omnibus Incentive Plan (as amended from time to time or any successor stock incentive plan, the “*Omnibus Plan*”), the terms of which are incorporated in this Plan. Capitalized terms used in this Plan but not otherwise defined in this Plan or in the attached Glossary of Terms in Annex A have the meaning ascribed to them in the Omnibus Plan.

2. PERFORMANCE PERIOD

Awards (as defined below) will be earned over a three-year performance period (a “*Performance Period*”), unless the Compensation and Management Resources Committee of the Board of Directors of AIG (including any successor, the “*Committee*”) determines a different period is appropriate for some or all Participants as set forth in the applicable award agreement.

3. AWARDS AND PARTICIPANTS

A. Awards. Awards issued under this Plan (“*Awards*”) may consist of performance share units (“*PSUs*”), providing holders with the opportunity to earn shares of Common Stock (“*Shares*”) based on achievement of performance criteria during the Performance Period, restricted stock units (“*RSUs*”), providing holders with the opportunity to earn Shares based on continued Employment throughout the Performance Period, or a combination of PSUs and RSUs, as the Committee may determine from time to time. PSUs and RSUs will be subject to the terms and conditions of this Plan and the Omnibus Plan and will be issued only to the extent permissible under relevant laws, regulatory restrictions and agreements applicable to the Company. In addition to the preceding, the Committee may establish another form of Award to the extent it determines appropriate for some or all Participants (as defined below).

B. Participants. The Committee will from time to time determine (1) the officers and key employees of the Company who will receive Awards (the “*Participants*”) and (2) the number and type of Awards issued to each Participant. No Award to a Participant shall in any way obligate the Committee to (or imply that the Committee will) provide a similar Award (or any Award) to the Participant in the future.

C. Status of PSUs and RSUs. Each PSU and RSU constitutes an unfunded and unsecured promise of AIG to deliver (or cause to be delivered) one Share (or, at the election of AIG, cash equal to the Fair Market Value thereof) as provided in Section 5.B. Until such delivery, a holder of PSUs or RSUs will have only the rights of a general unsecured creditor and no rights as a shareholder of AIG.

D. Award Agreements. Each Award granted under the Plan shall be evidenced by an award agreement that shall contain such provisions and conditions as the Committee deems appropriate; *provided that*, except as otherwise expressly provided in an award agreement, if there is any conflict between any provision of this Plan and an award agreement, the provisions of this Plan shall govern. By accepting an Award pursuant to this Plan, a Participant thereby agrees that the Award shall be subject to all of the terms and provisions of this Plan, the Omnibus Plan and the applicable award agreement. Awards shall be accepted by a Participant signing the applicable award agreement, and returning it to the Company. Failure by a Participant to do so within 90 days from the date of the award agreement shall give the Company the right to rescind the Award.

4. PERFORMANCE MEASURES; EARNED PSUS

A. Target PSUs. For an Award of PSUs, a Participant's award agreement will set forth a target number of PSUs as determined by the Committee (the "*Target PSUs*").

B. Performance Measures. The number of PSUs earned for any Performance Period will be based on one or more performance measures established by the Committee in its sole discretion with respect to such Performance Period (collectively, the "*Performance Measures*"). For each Performance Measure with respect to a Performance Period, the Committee will establish a Threshold, Target and Maximum achievement level and the weighting afforded to each such Performance Measure. The Committee may also establish gating metrics that must be satisfied before Performance Measures are applied to assess the number of PSUs that are earned.

C. Performance Results. At the end of the Performance Period, the Committee will assess performance against each Performance Measure and determine the Earned Percentage (as detailed below) for each such Performance Measure as follows, subject to the terms and conditions of this Plan and unless determined otherwise by the Committee:

Performance	Earned Percentage
Performance less than Threshold	0%
Performance at Threshold	50%
Performance at Target	100%
Performance at or above Maximum	200%

The Earned Percentage for performance between Threshold and Target and between Target and Maximum will be determined on a straight-line basis, unless determined otherwise by the Committee.

D. Earned PSUs. The number of PSUs earned for the Performance Period (the “*Earned PSUs*”) will equal the sum of the PSUs earned for each Performance Measure, calculated as follows, unless determined otherwise by the Committee:

$$\begin{array}{ccccccc} \text{PSUs earned} & & & & & & \\ \text{for a} & & & & & & \\ \text{Performance} & = & \text{Target} & \times & \text{Earned} & \times & \text{Weighting of} \\ \text{Measure} & & \text{PSUs} & & \text{Percentage} & & \text{Performance} \\ & & & & & & \text{Measure} \end{array}$$

For the avoidance of doubt, the Committee retains discretion to reduce any Earned PSU Award to zero.

5. VESTING AND DELIVERY

A. Vesting of Earned PSUs and RSUs. Except as provided in Section 6, and subject to the other terms and conditions of this Plan and the applicable award agreement, Earned PSUs and RSUs will vest on the date or dates specified in the applicable award agreement (each, a “*Scheduled Vesting Date*”). Unless otherwise set forth in the applicable award agreement, RSUs will be earned based solely on the Participant’s continued Employment through the end of the Performance Period.

B. Delivery. Except as provided in Section 6, AIG will deliver (or cause to be delivered) to the Participant Shares (or, at the election of AIG, cash equal to the Fair Market Value thereof) in respect of any Earned PSUs, RSUs, or portion thereof, as promptly as administratively practicable following the applicable Scheduled Vesting Date. Subject to Section 6, a Participant must be Employed on the applicable Scheduled Vesting Date in order to be entitled to receive a delivery of any portion of the Earned PSUs and RSUs.

C. Dividend Equivalents. Unless otherwise set forth in the applicable award agreement, in the event that any cash dividend is declared on Shares with a record date that occurs during the Dividend Equivalent Period (as defined below), the Participant will receive dividend equivalent rights in the form of additional PSUs or RSUs (or both if the Participant’s Award consists of both PSUs and RSUs) (the “*Dividend Equivalent Units*”) at the time such dividend is paid to AIG’s shareholders. The number of Dividend Equivalent Units that the Participant will receive at any such time will be equal to (1) the cash dividend amount per Share times (2) the number of PSUs and RSUs covered by the Participant’s Award (and, unless otherwise determined by AIG, any Dividend Equivalent Units previously credited under the Participant’s Award) that have not been previously settled through the delivery of Shares (or cash) prior to, such date, divided by the Fair Market Value of one Share on the applicable dividend record date. Each Dividend Equivalent Unit will constitute an unfunded and unsecured promise of AIG to deliver (or cause to be delivered) one Share (or, at the election of AIG, cash equal to the Fair Market Value thereof) in accordance with the Plan, and will vest and be

settled or paid at the same time, and subject to the same terms and conditions (including, for PSUs, increase or decrease based on achievement of performance criteria in accordance with Section 4 above), as the PSUs and RSUs on which such Dividend Equivalent Unit was accrued. “**Dividend Equivalent Period**” means the period commencing on the date on which PSUs or RSUs were awarded to the Participant and ending on the last day on which Shares (or cash) are delivered to the Participant with respect to the Earned PSUs or RSUs.

6. VESTING AND PAYOUT UPON TERMINATION OF EMPLOYMENT AND CORPORATE EVENTS

Except as otherwise provided in the applicable award agreement:

A. Termination Generally. Except as otherwise provided in this Section 6, if a Participant’s Employment is Terminated for any reason, then any unvested Awards, or parts thereof, shall immediately terminate and be forfeited.

B. Involuntary Termination, Retirement or Disability. Subject to Section 6.G, in the case of a Participant’s involuntary Termination without Cause, Retirement or Disability, the Participant’s outstanding Awards will immediately vest and the Shares (or cash) corresponding to the Earned PSUs (based on the performance for the whole Performance Period) or RSUs, as applicable, will be delivered to the Participant on the dates that the applicable Award would otherwise have been delivered if the Participant had continued to remain Employed. For the avoidance of doubt, an involuntary Termination without Cause as provided in this Section 6.B shall not include a resignation that a Participant may assert was a constructive discharge.

C. Qualifying Resignation. Subject to Section 6.G, in the case of a Participant’s Qualifying Resignation after the first year of a Performance Period, the Participant’s outstanding Awards will immediately vest and the Shares (or cash) corresponding to the Earned PSUs (based on the performance for the whole Performance Period) or RSUs, as applicable, will be delivered to the Participant on the dates that the applicable Award would otherwise have been delivered if the Participant had continued to remain Employed. For the avoidance of doubt, in the case of a Participant’s Qualifying Resignation during the first year of a Performance Period, the Participant’s Award shall immediately terminate and be forfeited.

D. Death. For outstanding Awards of PSUs, (1) in the case of a Participant’s death during a Performance Period or following a Performance Period but prior to the Committee’s adjudication of performance under Section 4.C, the Participant’s PSU Award will immediately vest and the Shares (or cash) corresponding to the Target PSUs will be delivered to the Participant’s estate as soon as practicable but in no event later than the end of the calendar year or, if later, within two and one-half months following the date of death and (2) in the case of a Participant’s death following the Committee’s adjudication of performance for a Performance Period under Section 4.C, the Participant’s PSU Award will immediately vest and the Shares (or cash) corresponding to the Earned PSUs (based on performance for the whole Performance Period) will be delivered to the Participant’s estate as soon as practicable but in no event later than the end of the calendar year or, if later, within two and one-half months following the date of death. For outstanding Awards of RSUs, in the case of a Participant’s death, the Participant’s outstanding unvested RSUs will immediately vest and the Shares (or

cash) corresponding to the RSUs will be delivered to the Participant's estate as soon as practicable but in no event later than the end of the calendar year or, if later, within two and one-half months following the date of death.

E. Change in Control. For outstanding Awards of PSUs, in the case of a Change in Control during a Performance Period and the Participant's involuntary Termination without Cause within twenty-four (24) months following such Change in Control, the Participant shall receive Shares (or cash) corresponding to the Target PSUs, unless the Committee determines to use actual performance through the date of the Change in Control, and such Shares (or cash) will immediately vest. In the case of a Change in Control following a Performance Period and the Participant's involuntary Termination without Cause within twenty-four (24) months following such Change in Control, the Participant shall receive Shares (or cash) corresponding to the Earned PSUs (based on performance for the whole Performance Period), and such Shares (or cash) will immediately vest. For outstanding Awards of RSUs, in the case of a Change in Control and the Participant's involuntary Termination without Cause within twenty-four (24) months following such Change in Control, a Participant's outstanding unvested RSUs will immediately vest. Any such amounts representing vested PSUs or RSUs will be delivered by the end of the calendar year or, if later, within two and one-half months following the Participant's separation from service, *provided that* no delivery will be delayed as a result of the Change in Control.

F. Election to Accelerate or Delay Delivery. The Committee may, in its sole discretion, determine to accelerate or defer delivery of any Shares (or cash) underlying the Awards granted under the Plan or permit a Participant to elect to accelerate or defer delivery of any such Shares (or cash), in each case in a manner that conforms to the requirements of Section 409A and is consistent with the provisions of Section 8.E.

G. Release of Claims. In the case of a Participant's involuntary Termination without Cause, Qualifying Resignation or Retirement, as a condition to receiving delivery of any Shares (or cash) under any Awards following such event, the Company will require the Participant to execute a release substantially in the form attached as Annex B (the "*Release*"), subject to any provisions that the Senior HR Attorney and the Senior Compensation Executive or their designee(s) may amend or add to the release in order to impose restrictive covenants requiring (x) confidentiality of information, non-disparagement and non-solicitation of Company employees for 12 months following the Termination, (y) in the case of a Qualifying Resignation, non-competition for twelve (12) months following the Termination, and (z) in the case of an involuntary Termination without Cause of any Participant who is eligible to participate in the American International Group, Inc. 2012 Executive Severance Plan (as may be amended from time to time, and together with any successor plan, the "*ESP*"), or Retirement, non-competition for such periods as are generally specified herein. The Release for any Participant who is eligible to participate in the ESP shall be in the form of the release required by the ESP at the time of the Termination (including any non-competition covenants), modified to cover the payment of any Shares (or cash) under any Awards under this Plan as a result of the Participant's involuntary Termination without Cause. Effective for Retirements on or after December 1, 2015, the Release will require non-competition for no less than six (6) months following the Retirement in order for the Participant to receive any Shares (or cash) under any Awards under this Plan. The Release or

the ESP form of release must be executed by the Participant and become irrevocable, in the case of a Participant's involuntary Termination without Cause, or Retirement, prior to or during the calendar year of the date on which a delivery of Shares (or cash) with respect to the Award is scheduled to be delivered pursuant to Section 5.B, and in the case of a Participant's Qualifying Resignation, within 90 days following the Qualifying Resignation; *provided that* if the Release is executed after such time, the delivery of Shares (or cash) with respect to such calendar year will be forfeited; *provided*, further, that if the local laws of a country or non-U.S. jurisdiction in which Participant performs services render invalid or unenforceable all or a portion of the Release (subject to additional provisions as described above), the Senior HR Attorney and the Senior Compensation Executive or their designee(s) shall have the discretion to create a release that incorporates as much of the Release as possible while also complying with such local laws.

7. ADMINISTRATION OF THIS PLAN

A. General. This Plan shall be administered by the Committee and the person or persons designated by the Committee to administer the Plan from time to time. Actions of the Committee may be taken by the vote of a majority of its members. The Committee may allocate among its members and delegate to any person who is not a member of the Committee any of its administrative responsibilities. The Committee will have the power to interpret this Plan, to make regulations for carrying out its purposes and to make all other determinations in connection with its administration (including, without limitation, whether a Participant has become subject to Disability), all of which will, unless otherwise determined by the Committee, be final, binding and conclusive. The Committee may, in its sole discretion, reinstate any Awards made under this Plan that have been terminated and forfeited because of a Participant's Termination, if the Participant complies with any covenants, agreements or conditions that the Committee may impose; *provided, however*, that any delivery of Shares (or cash) under such reinstated Awards will not be made until the scheduled times set forth in this Plan.

B. Non-Uniform Determinations. The Committee's determinations under this Plan need not be uniform and may be made by it selectively with respect to persons who receive, or are eligible to receive, Awards (whether or not such persons are similarly situated). Without limiting the generality of the foregoing, the Committee will be entitled, among other things, to make non-uniform and selective determinations as to the persons to become Participants.

C. Determination of Employment. The Committee, with respect to any Participant under the purview of the Committee, and the Senior Compensation Executive, with respect to any other Participant, will have the right to determine the commencement or Termination date of a Participant's Employment with the Company solely for purposes of this Plan, separate and apart from any determination as may be made by the Company with respect to the individual's employment.

D. Amendments. The Committee will have the power to amend this Plan and any Performance Measures established pursuant to Section 4.B in any manner and at any time, including in a manner adverse to the rights of the Participants. The Committee shall also have the power, in its sole discretion, to

reduce the amount of any RSUs, Target PSUs or Earned PSUs at any time including, for the avoidance of doubt, after the relevant Performance Period has ended. Notwithstanding the foregoing, the Committee's rights and powers to amend the Plan shall be delegated to the Senior Compensation Executive who shall have the right to amend the Plan with respect to (1) amendments required by relevant law, regulation or ruling, (2) amendments that are not expected to have a material financial impact on the Company, (3) amendments that can reasonably be characterized as technical or ministerial in nature, or (4) amendments that have previously been approved in concept by the Committee. Notwithstanding the foregoing delegation, the Senior Compensation Executive shall not have the power to make an amendment to the Plan that could reasonably be expected to result in a termination of the Plan or a change in the structure or the powers, duties or responsibilities of the Committee, unless such amendment is approved or ratified by the Committee.

E. No Liability. No member of the Board of Directors of AIG (the "**Board**") or any employee of the Company performing services with respect to the Plan (each, a "**Covered Person**") will have any liability to any person (including any Participant) for any action taken or omitted to be taken or any determination made, in each case, in good faith with respect to this Plan or any Participant's participation in it. Each Covered Person will be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense (including attorneys' fees) that may be imposed upon or incurred by such Covered Person in connection with or resulting from any action, suit or proceeding to which such Covered Person may be a party or in which such Covered Person may be involved by reason of any action taken or omitted to be taken under this Plan and against and from any and all amounts paid or Shares delivered by such Covered Person, with the Company's approval, in settlement thereof, or paid or delivered by such Covered Person in satisfaction of any judgment in any such action, suit or proceeding against such Covered Person, *provided that* the Company will have the right, at its own expense, to assume and defend any such action, suit or proceeding and, once the Company gives notice of its intent to assume the defense, the Company will have sole control over such defense with counsel of the Company's choice. To the extent any taxable expense reimbursement under this paragraph is subject to Section 409A, (1) the amount thereof eligible in one taxable year shall not affect the amount eligible in any other taxable year; (2) in no event shall any expenses be reimbursed after the last day of the taxable year following the taxable year in which the Covered Person incurred such expenses; and (3) in no event shall any right to reimbursement be subject to liquidation or exchange for another benefit. The foregoing right of indemnification will not be available to a Covered Person to the extent that a court of competent jurisdiction in a final judgment or other final adjudication, in either case, not subject to further appeal, determines that the acts or omissions of such Covered Person giving rise to the indemnification claim resulted from such Covered Person's bad faith, fraud or willful misconduct. The foregoing right of indemnification will not be exclusive of any other rights of indemnification to which Covered Persons may be entitled under AIG's Amended and Restated Certificate of Incorporation or Bylaws, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such persons or hold them harmless.

F. Clawback/Repayment. Notwithstanding anything to the contrary herein, Awards and any payments or deliveries under this Plan will be subject to forfeiture and/or repayment to the extent provided in (1) the AIG Clawback Policy, as in effect from time to time and (2) other agreements executed by a Participant.

8. GENERAL RULES

A. No Funding. The Company will be under no obligation to fund or set aside amounts to pay obligations under this Plan. A Participant will have no rights to any Awards or other amounts under this Plan other than as a general unsecured creditor of the Company.

B. Tax Withholding. The delivery of Shares (or cash) under this Plan is conditioned on a Participant's satisfaction of any applicable withholding taxes in accordance with Section 4.2 of the Omnibus Plan, as amended from time to time, or such similar provision of any successor stock incentive plan.

C. No Rights to Other Payments. The provisions of this Plan provide no right or eligibility to a Participant to any other payouts from AIG or its subsidiaries under any other alternative plans, schemes, arrangements or contracts AIG may have with any employee or group of employees of AIG or its subsidiaries.

D. No Effect on Benefits. Grants and the delivery of Shares (or cash) under this Plan will constitute a special discretionary incentive payment to the Participants and will not be required to be taken into account in computing the amount of salary or compensation of the Participants for the purpose of determining any contributions to or any benefits under any pension, retirement, profit-sharing, bonus, life insurance, severance or other benefit plan of AIG or any of its subsidiaries or under any agreement with the Participant, unless AIG or the subsidiary with which the Participant is Employed specifically provides otherwise.

E. Section 409A.

(1) Awards made under the Plan are intended to be "deferred compensation" subject to Section 409A, and this Plan is intended to, and shall be interpreted, administered and construed to, comply with Section 409A. The Committee will have full authority to give effect to the intent of this Section 8.E.

(2) If any payment or delivery to be made under any Award (or any other payment or delivery under this Plan) would be subject to the limitations in Section 409A(a)(2)(b) of the Code, the payment or delivery will be delayed until six months after the Participant's separation from service (or earlier death) in accordance with the requirements of Section 409A.

(3) Each payment or delivery in respect of any Award will be treated as a separate payment or delivery for purposes of Section 409A.

F. Severability. If any of the provisions of this Plan is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such provision will be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions will not be affected thereby; *provided that* if any of such provisions is finally held to be invalid, illegal, or unenforceable because it exceeds the maximum scope determined to be acceptable to permit such provision to be enforceable, such provision will be deemed to be modified to the minimum extent necessary to modify such scope in order to make such provision enforceable hereunder.

G. Entire Agreement. This Plan contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, communications, representations and warranties between them, whether written or oral with respect to the subject matter hereof.

H. Waiver of Claims. Each Participant recognizes and agrees that prior to being selected by the Committee to receive an Award he or she has no right to any benefits under this Plan. Accordingly, in consideration of the Participant's receipt of any Award hereunder, he or she expressly waives any right to contest the amount of any Award, the terms of this Plan, any determination, action or omission hereunder by the Committee or the Company or any amendment to this Plan.

I. No Third Party Beneficiaries. Except as expressly provided herein, this Plan will not confer on any person other than the Company and the Participant any rights or remedies hereunder. The exculpation and indemnification provisions of Section 7.E will inure to the benefit of a Covered Person's estate and beneficiaries and legatees.

J. Successor Entity; AIG's Assigns. Unless otherwise provided in the applicable award agreement and except as otherwise determined by the Committee, in the event of a merger, consolidation, mandatory share exchange or other similar business combination of AIG with or into any other entity ("**Successor Entity**") or any transaction in which another person or entity acquires all of the issued and outstanding Common Stock of AIG, or all or substantially all of the assets of AIG, outstanding Awards may be assumed or a substantially equivalent award may be substituted by such Successor Entity or a parent or subsidiary of such Successor Entity. The terms of this Plan will be binding and inure to the benefit of AIG and its successors and assigns.

K. Nonassignability. No Award (or any rights and obligations thereunder) granted to any person under the Plan may be sold, exchanged, transferred, assigned, pledged, hypothecated or otherwise disposed of or hedged, in any manner (including through the use of any cash-settled instrument), whether voluntarily or involuntarily and whether by operation of law or otherwise, other than by will or by the laws of descent and distribution, except as may be otherwise provided in the award agreement. Any sale, exchange, transfer, assignment, pledge, hypothecation, or other disposition in violation of the provisions of this Section 8.K will be null and void and any Award which is hedged in any manner will immediately be forfeited. All of the terms and conditions of this Plan and the award agreements will be binding upon any permitted successors and assigns.

L. Right to Discharge. Nothing contained in this Plan or in any Award will confer on any Participant any right to be continued in the employ of AIG or any of its subsidiaries or to participate in any future plans.

M. Consent. If the Committee at any time determines that any consent (as hereinafter defined) is necessary or desirable as a condition of, or in connection with, the granting of any Award or the delivery of any Shares under this Plan, or the

taking of any other action thereunder (each such action, a “*plan action*”), then such plan action will not be taken, in whole or in part, unless and until such consent will have been effected or obtained to the full satisfaction of the Committee; *provided that* if such consent has not been so effected or obtained as of the latest date provided by this Plan for payment of such amount or delivery and further delay is not permitted in accordance with the requirements of Section 409A, such amount will be forfeited and terminate notwithstanding any prior earning or vesting.

The term “*consent*” as used in this paragraph with respect to any plan action includes (1) any and all listings, registrations or qualifications in respect thereof upon any securities exchange or under any federal, state, or local law, or law, rule or regulation of a jurisdiction outside the United States, (2) any other matter, which the Committee may deem necessary or desirable to comply with the terms of any such listing, registration or qualification or to obtain an exemption from the requirement that any such listing, qualification or registration be made, (3) any and all other consents, clearances and approvals in respect of a plan action by any governmental or other regulatory body or any stock exchange or self-regulatory agency and (4) any and all consents required by the Committee.

N. Subject to Any AIG Section 162(m) Plan. AIG may, in any year, propose a Section 162(m) compliant performance incentive award plan (the “*AIG Section 162(m) Plan*”). If an AIG Section 162(m) Plan is proposed and approved by AIG stockholders in accordance with Section 162(m)(4)(C) of the Code and Treasury Regulation Section 1.162-27(e)(4), this Plan will function as a sub-plan under the AIG Section 162(m) Plan, whereby performance compensation amounts payable under the AIG Section 162(m) Plan can be paid in part by accruing awards with respect to a Performance Period.

O. No Liability With Respect to Tax Qualification or Adverse Tax Treatment. Notwithstanding anything to the contrary contained herein, in no event shall the Company be liable to a Participant on account of the failure of any Award or amount payable under this Plan to (1) qualify for favorable United States or foreign tax treatment or (2) avoid adverse tax treatment under United States or foreign law, including, without limitation, Section 409A.

9. DISPUTES

A. Governing Law. This Plan will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws. The Plan shall also be subject to all applicable non-U.S. laws as to Participants located outside of the United States. In the event that any provision of this Plan is not permitted by the local laws of a country or jurisdiction in which a Participant performs services, such local law shall supersede that provision of this Plan with respect to that Participant. The benefits to which a Participant would otherwise be entitled under this Plan may be adjusted or limited to the extent that the Senior HR Attorney and the Senior Compensation Executive or their designee(s) determine is necessary or appropriate in light of applicable law or local practice.

B. Arbitration. Subject to the provisions of this Section 9, any dispute, controversy or claim between the Company and a Participant, arising out of or relating to or concerning this Plan or any Award, will be finally settled by arbitration. Participants who are subject to an Employment Dispute Resolution Program (“EDR

Program”) maintained by AIG or any affiliated company of AIG, will resolve such dispute, controversy or claim in accordance with the operative terms and conditions of such EDR Program, and to the extent applicable, the employment arbitration rules of the American Arbitration Association (“AAA”). Participants who are not subject to an EDR Program shall arbitrate their dispute, controversy or claim in New York City before, and in accordance with the employment arbitration rules of the AAA, without reference to the operative terms and conditions of any EDR Program. Prior to arbitration, all claims maintained by a Participant must first be submitted to the Committee in accordance with claims procedures determined by the Committee. Either the Company or a Participant may seek injunctive relief from the arbitrator. Notwithstanding any other provision in this Plan, the Company or a Participant may apply to a court with jurisdiction over them for temporary, preliminary or emergency injunctive relief that, under the legal and equitable standards applicable to the granting of such relief, is necessary to preserve the rights of that party pending the arbitrator’s modification of any such injunction or determination of the merits of the dispute, controversy or claim.

C. Jurisdiction. The Company and each Participant hereby irrevocably submit to the exclusive jurisdiction of a state or federal court of appropriate jurisdiction located in the Borough of Manhattan, the City of New York over any suit, action or proceeding arising out of or relating to or concerning this Plan or any Award that is not otherwise arbitrated or resolved according to Section 9.B. The Company and each Participant acknowledge that the forum designated by this section has a reasonable relation to this Plan and to such Participant’s relationship with the Company, that the agreement as to forum is independent of the law that may be applied in the action, suit or proceeding and that such forum shall apply even if the forum may under applicable law choose to apply non-forum law.

D. Waiver. The Company and each Participant waive, to the fullest extent permitted by applicable law, any objection which the Company and such Participant now or hereafter may have to personal jurisdiction or to the laying of venue of any such suit, action or proceeding in any court referred to in Section 9.C. The Company and each Participant undertake not to commence any action, suit or proceeding arising out of or relating to or concerning this Plan or any Award in any forum other than a forum described in Section 9.C. Notwithstanding the foregoing, nothing herein shall preclude the Company from bringing any action, suit or proceeding in any other court for the purpose of enforcing the provisions of this Section 9. The Company and each Participant agree that, to the fullest extent permitted by applicable law, a final and non-appealable judgment in any such suit, action or proceeding in any such court shall be conclusive and binding upon the Participant and the Company.

E. Service of Process. Each Participant irrevocably appoints the Secretary of AIG at 80 Pine Street, New York, New York 10005, U.S.A. as his or her agent for service of process in connection with any action, suit or proceeding arising out of or relating to or concerning this Plan or any Award that is not otherwise arbitrated or resolved according to Section 9.B. The Secretary will promptly advise the Participant of any such service of process.

F. Confidentiality. Each Participant must keep confidential any information concerning any grant or Award made under this Plan and any dispute, controversy or claim relating to this Plan, except that (i) a Participant may disclose information concerning a dispute or claim to the court that is considering such dispute or to such Participant's legal counsel (*provided that* such counsel agrees not to disclose any such information other than as necessary to the prosecution or defense of the dispute) or (ii) a Participant may disclose information regarding an Award to the Participant's personal lawyer or tax accountant, *provided that* such individuals agree to keep the information confidential. Nothing herein shall prevent the Participant from making or publishing any truthful statement (1) when required by law, subpoena or court order, (2) in the course of any legal, arbitral or regulatory proceeding, (3) to any governmental authority, regulatory agency or self-regulatory organization, or (4) in connection with any investigation by the Company.

10. TERM OF PLAN

The Plan is effective as of January 1, 2017 and will continue until suspended or terminated by the Committee in its sole discretion; *provided, however*, that the existence of the Plan at any time or from time to time does not guarantee or imply the payment of any Awards hereunder, or the establishment of any future plans or the continuation of this Plan. Any termination of this Plan will be done in a manner that the Committee determines complies with Section 409A.

Glossary of Terms

“**Cause**” means (1) a Participant’s conviction, whether following trial or by plea of guilty or *nolo contendere* (or similar plea), in a criminal proceeding (A) on a misdemeanor charge involving fraud, false statements or misleading omissions, wrongful taking, embezzlement, bribery, forgery, counterfeiting or extortion, or (B) on a felony charge or (C) on an equivalent charge to those in clauses (A) and (B) in jurisdictions which do not use those designations; (2) a Participant’s engagement in any conduct which constitutes an employment disqualification under applicable law (including statutory disqualification as defined under the Securities Exchange Act of 1934); (3) a Participant’s violation of any securities or commodities laws, any rules or regulations issued pursuant to such laws, or the rules and regulations of any securities or commodities exchange or association of which the Company or any of its subsidiaries or affiliates is a member; or (4) a Participant’s material violation of the Company’s codes or conduct or any other AIG policy as in effect from time to time. The determination as to whether “**Cause**” has occurred shall be made by the Committee, with respect to any Participant under the purview of the Committee, or the Senior Compensation Executive, with respect to any other Participant, in each case, in its or his or her sole discretion. The Committee or Senior Compensation Executive, as applicable, shall also have the authority in its sole discretion to waive the consequences of the existence or occurrence of any of the events, acts or omissions constituting “**Cause**.”

“**Change in Control**” means the occurrence of any of the following events:

(1) individuals who, on January 1, 2017, constitute the Board (the “**Incumbent Directors**”) cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to January 1, 2017, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of AIG’s proxy statement in which such person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of AIG as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any person other than the Board shall be deemed to be an Incumbent Director;

(2) Any “person” (as such term is defined in Section 3(a)(9) of the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act), is or becomes a “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of AIG representing 50% or more of the combined voting power of AIG’s then outstanding securities eligible to vote for the election of the Board (“**AIG Voting Securities**”); provided, however, that the event described in this paragraph (2) shall not be deemed to be a Change in Control by virtue of an acquisition of AIG Voting Securities: (A) by AIG or any subsidiary of AIG (B) by any employee benefit plan (or related trust) sponsored or maintained by AIG or any subsidiary of AIG or (C) by any underwriter temporarily holding securities pursuant to an offering of such securities;

(3) The consummation of a merger, consolidation, statutory share exchange or similar form of corporate transaction involving AIG (a “**Business Combination**”) that results in any person (other than the United States Department of Treasury) becoming the beneficial owner, directly or indirectly, of 50% or more of the total voting power of the outstanding voting securities eligible to elect directors of the entity resulting from such Business Combination;

(4) The consummation of a sale of all or substantially all of AIG’s assets (other than to an affiliate of AIG); or

(5) AIG’s stockholders approve a plan of complete liquidation or dissolution of AIG.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any person acquires beneficial ownership of more than 50% of the AIG Voting Securities as a result of the acquisition of AIG Voting Securities by AIG which reduces the number of AIG Voting Securities outstanding; provided that if after such acquisition by AIG such person becomes the beneficial owner of additional AIG Voting Securities that increases the percentage of outstanding AIG Voting Securities beneficially owned by such person, a Change in Control shall then occur.

“**Disability**” means that a Participant, who after receiving short term disability income replacement payments for six months, (i) is determined to be disabled in accordance with the Company’s long term disability plan in which employees of the Company are generally able to participate, if one is in effect at such time, to the extent such disability complies with 26 C.F.R. § 1.409A-3(i)(4)(i)(B), or (ii) to the extent such Participant is not participating in the Company’s long term disability plan, or no such long term disability plan exists, is determined to have medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months as determined by, as applicable, the Company’s long term disability insurer or the department or vendor directed by the Company to determine eligibility for unpaid medical leave.

“**Employed**” and “**Employment**” means (a) actively performing services for the Company, (b) being on a Company-approved leave of absence, whether paid or unpaid, or (c) receiving long term disability benefits, in each case while in good standing with the Company.

“**Qualifying Resignation**” for a Participant means voluntary Termination initiated by the Participant (while such Participant is in good standing with the Company), that would not otherwise satisfy the definition of Retirement below, after attainment of age plus years of service equal to 60; *provided that* such Termination occurs on or after age 50 with at least five years of service.

“**Retirement**” for a Participant means voluntary Termination initiated by the Participant (while such Participant is in good standing with the Company) (i) on or after age 60 with five years of service or (ii) on or after age 55 with 10 years of service

“Senior Compensation Executive” means the Company’s most senior executive whose responsibility it is to oversee the Corporate Compensation Department. In the event that no individual holds such position, “Senior Compensation Executive” will instead refer to the Company’s most senior executive whose responsibility it is to oversee the global Human Resources Department.

“Senior HR Attorney” means the Company’s most senior attorney whose responsibility it is to oversee Human Resource/employment matters.

“Termination” or ***“Terminate,”*** with respect to a Participant, means the termination of the Participant’s Employment.

Form of Release Referred to in Section 6.G of the Plan.

NOT personalized to each Participant.

(1) [Employee Name] (“**Employee**”), for good and sufficient consideration, the receipt of which is hereby acknowledged, hereby waives and forever releases and discharges any and all claims of any kind Employee may have against American International Group, Inc., its affiliate or subsidiary companies (“**AIG**”), or any officer, director or employee of, or any benefit plan sponsored by, any such company (collectively, the “**Released Parties**”) which arise from Employee’s employment with any of the Released Parties or the termination of Employee’s employment with any of the Released Parties. [Specifically, but without limiting that release, Employee hereby waives any rights or claims Employee might have pursuant to the Age Discrimination in Employment Act of 1967, as amended (the “**Act**”) and under the laws of any and all jurisdictions, including, without limitation, the United States. Employee recognizes that Employee is not waiving any rights or claims under the Act that may arise after the date that Employee executes this Release.] Nothing herein modifies or affects any vested rights that Employee may have under the [American International Group, Inc. Retirement Plan, or the American International Group, Inc. Incentive Savings Plan] [*and other plans applicable to Employee*]; nor does this Release confer any such rights, which are governed by the terms of the respective plans (and any agreements under such plans).

(2) Employee acknowledges that Employee has not filed any complaint, charge, claim or proceeding, if any, against any of the Released Parties before any local, state or federal agency, court or other body (each individually a “**Proceeding**”). Employee represents that Employee is not aware of any basis on which such a Proceeding could reasonably be instituted.

(3) Employee acknowledges and agrees that Employee has complied with and will continue to comply with the non-disparagement, non-solicitation and confidentiality provisions set forth in the Employee’s award agreement pursuant to Section 3.D of the Plan, [*a copy of which is attached hereto as Exhibit A*], [*for Retirements or Qualifying Resignations*]; and further agrees that during the period commencing on the date of the Employee’s [Retirement/Qualifying Resignation] and ending on the [*for Retirements, 6-month*][*for Qualifying Resignations, 12-month*] anniversary of such date, the Employee shall not, directly or indirectly:

- (a) Engage in any “**Competitive Business**” (defined below) for the Employee’s own account;
- (b) Enter the employ of, or render any services to, any person engaged in any Competitive Business;
- (c) Acquire a financial interest in, or otherwise become actively involved with, any person engaged in any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or
- (d) Interfere with business relationships between AIG and customers or suppliers of, or consultants to AIG.

(e) For purposes of this Section X, a “Competitive Business” means, as of any date, including during the Restricted Period, any person or entity (including any joint venture, partnership, firm, corporation or limited liability company) that engages in or proposes to engage in the following activities in any geographical area in which AIG does such business:

(i) The property and casualty insurance business, including commercial insurance, business insurance, personal insurance and specialty insurance;

(ii) The life and accident and health insurance business;

(iii) The underwriting, reinsurance, marketing or sale of (y) any form of insurance of any kind that AIG as of such date does, or proposes to, underwrite, reinsure, market or sell (any such form of insurance, an “AIG Insurance Product”), or (z) any other form of insurance that is marketed or sold in competition with any AIG Insurance Product;

(iv) The investment and financial services business, including retirement services and mutual fund or brokerage services; or

(v) Any other business that as of such date is a direct and material competitor of one of AIG’s businesses.

(4) Employee further agrees that AIG’s remedies at law for a breach or threatened breach of any of the non-disparagement, non-solicitation and confidentiality provisions in the Employee’s award agreement [and for the non-competition covenant set forth above] would be inadequate. In recognition of this fact, the Employee agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, AIG, without posting any bond, shall be entitled to obtain equitable relief from a court of competent jurisdiction in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available;

(5) [Employee acknowledges and understands that Employee is hereby being advised to consult with an attorney prior to executing this Release. Employee also acknowledges and understands that Employee has [twenty-one (21)] days to consider the terms of this Release before signing it. However, in no event may Employee sign this Release before Employee’s termination date.]

(6) [Upon the signing of this Release by Employee, Employee understands that Employee shall have a period of seven (7) days following Employee’s signing of this Release in which Employee may revoke this Release. Employee understands that this Release shall not become effective or enforceable until this seven (7) day revocation period has expired, and that neither the Released Parties nor any other person has any obligation [pursuant to the American International Group, Inc. 2013 Long Term Incentive Plan] until eight (8) days have passed since Employee’s signing of this Release without Employee having revoked this Release. If Employee revokes this Release, Employee will be deemed not to have accepted the terms of this Release.]

(7) Any dispute arising under this Release shall be governed by the law of the State of New York, without reference to the choice of law rules that would cause the application of the law of any other jurisdiction.

DATE

[Employee]

AMERICAN INTERNATIONAL GROUP, INC.
LONG TERM INCENTIVE PLAN

• LTI AWARD AGREEMENT

1. Status of Award; Defined Terms. American International Group, Inc. (“*AIG*”) has awarded you [performance share units] [restricted stock units] (this “*Award*”) pursuant to the AIG Long Term Incentive Plan (the “*Plan*”). This Award Agreement (“*Award Agreement*”), which sets forth the terms and conditions of your Award, is made pursuant to the Plan and this Award and Award Agreement are subject to the terms of the Plan. Capitalized terms not defined in this Award Agreement have the meanings ascribed to them in the Plan.

2. Award.

[(a) Award of PSUs.

(i) AIG hereby awards you the number of performance share units (“*PSUs*”) specified in Schedule A (the “*Target PSUs*”). You are also entitled to receive dividend equivalent rights in the form of additional PSUs in accordance with the Plan. Each PSU constitutes an unfunded and unsecured promise of AIG to deliver (or cause to be delivered) one Share (or, at the election of AIG, cash equal to the Fair Market Value thereof) in accordance with the Plan.

(ii) The actual number of PSUs that will be earned is subject to the Committee’s assessment of achievement based on the Performance Measures established for the Performance Period.

(iii) After the end of the Performance Period, the Committee will determine the percentage of your Target PSUs that will be earned (such earned PSUs, the “*Earned PSUs*”). The number of Shares covered by your Earned PSUs may range from 0% to 200% of your Target PSUs. Your Earned PSUs, if any, will vest and be paid in accordance with the schedule specified in Schedule A. On any payment date, the number of Shares to be issued under this Award Agreement shall be rounded down to the nearest whole Share.]

[(a)][(b)] [Award of RSUs. AIG hereby awards you the number of restricted stock units (“*RSUs*”) specified in Schedule A. You are also entitled to receive dividend equivalent rights in the form of additional RSUs in accordance with the Plan. Each RSU constitutes an unfunded and unsecured promise of AIG to deliver (or cause to be delivered) one Share (or, at the election of AIG, cash equal to the Fair Market Value thereof) in accordance with the Plan. Until such delivery, you have only the rights of a general unsecured creditor, and no rights as a shareholder, of AIG. You will earn the RSUs subject to your continued Employment throughout the Performance Period. Your RSUs will vest and be paid in accordance with the schedule specified in Schedule A. On any payment date, the number of Shares to be issued under this Award Agreement shall be rounded down to the nearest whole Share.]

3. Non-Disclosure. During the term of your Employment, the Company has permitted and will continue to permit you to have access to and become acquainted with information of a confidential, proprietary and/or trade secret nature. Subject to and in addition to any confidentiality or non-disclosure

requirements to which you were subject prior to the date you electronically consent to or execute this Award Agreement, during your Employment and any time thereafter, you agree that (i) all confidential, proprietary and/or trade secret information received, obtained or possessed at any time by you concerning or relating to the business, financial, operational, marketing, economic, accounting, tax or other affairs at the Company or any client, customer, agent or supplier or prospective client, customer, agent or supplier of the Company will be treated by you in the strictest confidence and will not be disclosed or used by you in any manner other than in connection with the discharge of your job responsibilities without the prior written consent of the Company or unless required by law, and (ii) you will not remove or destroy any confidential, proprietary and/or trade secret information and will return any such information in your possessions, custody or control at the end of your Employment (or earlier if so requested by the Company). Nothing herein shall prevent you from making or publishing any truthful statement (a) when required by law, subpoena or court order, (b) in the course of any legal, arbitral or regulatory proceeding, (c) to any governmental authority, regulatory agency or self-regulatory organization, or (d) in connection with any investigation by the Company.

4. Non-Solicitation. Your Employment with the Company requires exposure to and use of confidential, proprietary and/or trade secret information (as set forth in the above Paragraph). Subject to and in addition to any non-solicitation requirements to which you were subject prior to the date you electronically consent to or execute this Award Agreement, you agree that (i) during your Employment with the Company and any time thereafter, you will not, directly or indirectly, on your own behalf or on behalf of any other person or entity, solicit, contact, call upon, communicate with or attempt to communicate with any customer or client or prospective customer or client of the Company where to do so would require the use or disclosure of confidential, proprietary and/or trade secret information, and (ii) during your Employment with the Company and for a period of one (1) year after Employment terminates for any reason, you will not, directly or indirectly, regardless of who initiates the communication, solicit, participate in the solicitation or recruitment of, or in any manner encourage or provide assistance to any employee, consultant, registered representative, or agent of the Company to terminate his or her Employment or other relationship with the Company or to leave its employ or other relationship with the Company for any engagement in any capacity or any other person or entity.

5. Non-Disparagement. You agree that during and after your Employment with the Company, you will not make disparaging comments about AIG or any of its subsidiaries or affiliates or any of their officers, directors or employees to any person or entity not affiliated with the Company. Nothing herein shall prevent you from making or publishing any truthful statement (a) when required by law, subpoena or court order, (b) in the course of any legal, arbitral or regulatory proceeding, (c) to any governmental authority, regulatory agency or self-regulatory organization, or (d) in connection with any investigation by the Company.

[SECTION 6 TO BE INSERTED AT DISCRETION OF THE COMMITTEE]

6. Notice of Termination of Employment. Except where local law prohibits enforcement, you agree that if you voluntarily resign you will give at

least six months' written notice to the Company of your voluntary Termination, which may be working notice or non-working notice at the Company's sole discretion and which notice period is waivable by the Company at the Company's sole discretion. This notice period provision supersedes any conflicting notice period provision contained in the award agreements governing your prior long-term incentive awards awarded under the Plan.

[SECTION 6 TO BE INSERTED AT DISCRETION OF THE COMMITTEE]

6. Notice of Termination of Employment. Except where local law prohibits enforcement, you agree that if you voluntarily resign you will give at least three months' written notice to the Company of your voluntary Termination, which may be working notice or non-working notice at the Company's sole discretion and which notice period is waivable by the Company at the Company's sole discretion. This notice period provision supersedes any conflicting notice period provision contained in the award agreements governing your prior long-term incentive awards awarded under the Plan.

[SECTION 6 TO BE INSERTED AT DISCRETION OF THE COMMITTEE]

6. Notice of Termination of Employment. You agree that:

1. if you voluntarily resign you will give at least three months' written notice to the Company of your voluntary Termination, which may be working notice or non-working notice at the Company's sole discretion and which notice period is waivable by the Company at the Company's sole discretion, except to the extent prohibited by local law; and

2. if your employment is not at-will and you or the Company is obligated to give other advance notice of a Termination by virtue of local law, any applicable collective bargaining agreement or your employment agreement, such notice obligation will not be affected by this provision. As set forth in the Executive Severance Plan ("ESP"), any severance payment paid in accordance with the ESP will be reduced by any payment in lieu of notice paid by the Company to you, and you will cease to have any further entitlement to notice.

This notice period provision supersedes any conflicting notice period provision contained in any of the award agreements governing your prior long-term incentive awards awarded under the Plan.

7. Clawback/Repayment. Notwithstanding anything to the contrary contained herein, in consideration of the grant of this Award, you agree that you are a Covered Employee under the AIG Clawback Policy with respect to this Award and any payments hereunder and, accordingly, this Award and any payments hereunder will be subject to forfeiture and/or repayment to the extent provided for in the AIG Clawback Policy, as in effect from time to time if it is determined that a Covered Event (as defined in such Policy) has occurred. With respect to this Award and any payments hereunder, each of the following events is a "Covered Event" for purposes of the Policy:

1. a material restatement of all or a portion of AIG's financial statements occurs and the Board or Committee determines that recovery of payments under this Award is appropriate after reviewing all relevant facts and circumstances that contributed to the restatement, including whether you engaged in misconduct, and considering issues of accountability;

2. payments under this Award were based on materially inaccurate financial statements or on performance metrics that are materially inaccurately determined, regardless of whether you were responsible for the inaccuracy;

3. your failure to properly identify, assess or sufficiently raise concerns about risk, including in a supervisory role, resulted in a material adverse impact on AIG, any of AIG's business units or the broader financial system;

4. any action or omission by you constituted a material violation of AIG's risk policies as in effect from time to time; or

5. any action or omission by you resulted in material financial or reputational harm to AIG.

8. Entire Agreement. The Plan is incorporated herein by reference. This Award Agreement, the Plan, the personalized information in Schedule A, and such other documents as may be provided to you pursuant to this Award Agreement regarding any applicable performance, service or vesting conditions and the size of your Award, constitute the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements with respect to such subject matter.

9. Notices. Any notice or communication required to be given or delivered to the Company under the terms of this Award Agreement shall be in writing (which may include an electronic writing) and addressed to the Corporate Secretary of AIG at its principal corporate offices as specified in Section 9.E of the Plan or, with respect to the acceptance of an Award, as specified in Schedule A or the Compensation Plan Grant Acceptance website. Any notice required to be given or delivered to you shall be in writing (including an electronic writing) and addressed to you at your Company email address or your home address on file in the Company's payroll or personnel records. All notices shall be deemed to have been given or delivered upon: personal delivery; electronic delivery or three (3) business days after deposit in the United States mail by certified or registered mail (return receipt requested) or one (1) business day after deposit with any return receipt express courier (prepaid).

10. Governing Law. This Award Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, AMERICAN INTERNATIONAL GROUP, INC. has caused this Award Agreement to be duly executed and delivered as of the Date of Award specified in Schedule A.

AMERICAN INTERNATIONAL GROUP, INC.

By: Jeffrey Hurd
Executive Vice President and Chief Operating Officer

Schedule A
• Long-Term Incentive Award

Recipient: •
Employee ID: •
Date of Award: •
[Target PSUs: •]
[Target RSUs: •]
Performance Period: •
Vesting: •
Payment: •

[The following termination treatment will supersede that provided in Section 6 of the Plan: •]

Receipt Acknowledged: _____
Signature _____ Date _____
Address: _____
Street _____
City, _____ State _____ Zip Code _____

In order to be eligible to receive your •LTIP Award, you must agree to and either electronically consent or sign the Award Agreement within **90 days** of the receipt of this communication. **If you do not electronically consent to or sign the Award Agreement within 90 days, you may forfeit your Award.**

[Insert instructions]

March 17, 2017

Mr. Peter D. Hancock
President and Chief Executive Officer
American International Group
175 Water Street
New York, New York 10038

Re: Transition Agreement

Dear Peter:

On behalf of the Board of Directors of American International Group, Inc. (“AIG”), I express appreciation for your many contributions to AIG and to your willingness to serve during the transition period described below. This Letter Agreement sets forth the understanding between you and AIG regarding your transition.

1. Transition Date

Your employment with AIG will terminate on the earlier of (1) the appointment by the Board of your successor and (2) December 31, 2017 (the “Transition Date”). On that date, your separation from service as President and Chief Executive Officer of AIG and your resignation as a member of the Board, as well as any other position you hold as an officer or director of AIG or any of its subsidiaries, affiliates, joint ventures or other related entities, will be effective. No further action or documentation is required to give effect to your separation from service and Board resignation as of the Transition Date, although you agree to execute any further documentation that AIG may reasonably request to evidence it.

2. Transition Period

From now until the Transition Date (the “Transition Period”), you will continue to serve as President and Chief Executive Officer of AIG and as a member of the Board and have the powers, duties and responsibilities customarily associated with those positions. During the Transition Period, you will receive your current base salary and a short-term incentive target equal to the short-term incentive target awarded to you in 2016. You are being granted a 2017 long-term incentive award with the same target amount awarded to you for your 2016 long-term incentive award, in equal proportion of performance share units and restricted share units and having the same terms as those applied generally for 2017 grants under the AIG Long Term Incentive Plan (together with any predecessor, the “LTIP”). During the Transition Period, you may join the board of any company or civic or

charitable organization with the consent of AIG, which will not be unreasonably withheld or delayed.

As additional consideration of your agreement to serve during the Transition Period, you will be entitled, subject only to the terms of this paragraph, to receive a transition award of \$5,000,000 (your "Transition Award"). Your Transition Award will be paid in a cash lump sum, after the earlier to occur of the Transition Date or the termination of your employment by AIG without Cause (as defined below) within 2 business days (the "Transition Payment Date") after the execution and delivery of the Release and Restrictive Covenant Agreement in the form attached hereto and such release becoming irrevocable in accordance with its terms (such an agreement that becomes irrevocable in accordance with its terms, a "Final Release"). You agree that you will forfeit your 2017 long-term incentive award and your Transition Award if (a) you voluntarily terminate your employment prior to the Transition Date, (b) you are terminated for Cause before the Transition Date or (c) you fail to execute and deliver a Final Release within 60 days after the termination of your employment.

3. Separation Benefits

Your employment with AIG continues to be at-will, and you may terminate your employment before the Transition Date. On any termination of your employment, your separation from services and Board resignation as set forth in Section 1 of this Letter Agreement will become effective and, provided that within 60 days after the date of your termination you have executed and delivered a Final Release, you will be entitled to receive the benefits under the ESP, as in effect on the date hereof, payable upon a termination by AIG without Cause and your separation of service will be treated as a termination without Cause for purposes of the LTIP and outstanding awards thereunder and for all other purposes, including, without limitation, under the AIG Annual Short-Term Incentive Plan (as amended and restated effective March 1, 2016) (the "STIP"). Such benefits will be payable in accordance with the terms and conditions of the ESP and the LTIP, except (a) that your severance payable under Section IV.C(2) of the ESP will be calculated as if you had terminated employment on March 8, 2017 and, accordingly, the average bonus shall be computed using calendar years 2013, 2014 and 2015 and (b) such ESP severance benefit shall be payable within 2 business days after the execution and delivery of the Final Release.

Promptly following the date of this Letter Agreement, AIG will establish a rabbi trust with an independent trustee and having terms as you and AIG mutually agree, and will deposit in the trust an amount equal to the sum of your severance payable under Section IV.C(2) of the ESP and your Transition Award. The trust agreement will provide (a) that an amount equal to your severance is to be paid within 2 business days after your delivery to the trustee of a certification that you have terminated employment and executed and delivered a Final Release and (b) that an amount equal to your Transition Award also is to be paid within 2 business days following such delivery subject to the additional condition that you provide a certification that you have not forfeited your Transition Award in accordance with the terms of this Letter Agreement. You shall also be entitled to your vested benefits under the AIG Non-Qualified Retirement Plan and the AIG Qualified Retirement Plan.

You shall be under no obligation to seek other employment or otherwise mitigate your obligations to AIG hereunder, and there shall be no offset against any amounts due

hereunder, the ESP, the LTIP, the STIP or otherwise on account of any remuneration attributable to any subsequent employment of any kind that you may obtain.

4. Miscellaneous

Notwithstanding the above, (a) if AIG terminates your employment without Cause prior to the Transition Date, you will be treated in all respects as having served through the Transition Date under this Letter Agreement, (b) for purposes of this Letter Agreement, the LTIP, the STIP and the ESP, the term Cause is used as defined in the ESP as of the date hereof (but without regard to the last two sentences thereof), (c) AIG is not aware of any circumstance constituting Cause as defined in the ESP, the LTIP or any other plan or agreement, (d) any adverse changes to the AIG Clawback Policy, effective as of March 21, 2013, (which is the only clawback policy applicable to you) after the date of this Letter Agreement will not apply to you and (e) AIG's Officer Stock Ownership Guidelines will cease to apply to you on the date the Final Release becomes non-revocable. Notwithstanding anything to the contrary herein, in the Final Release, in the ESP and/or in the LTIP or otherwise, (a) IV.F (Limitations on Severance; Reductions of Severance), IV.H (Covenants and for "Cause" Terminations), VI (Release and Restrictive Covenant Agreement), VII (Plan Administration), VIII (Termination and Amendment) and IX (Claims and Appeals Procedures) of the ESP shall not be applicable to you and, notwithstanding Section XI.E (Governing Law) of the ESP, the governing law applicable to your severance entitlements and obligations shall be the laws of the State of New York (and not the Employee Retirement Income Security Act of 1974, as amended) and (b) 8.H (Waiver of Claims) and 9 (Disputes) of the LTIP shall not be applicable to you and Section 6.G (Release of Claims) of the LTIP shall be deemed satisfied by the execution by you of the Final Release. All release requirements under the ESP, any long-term incentive plan, any short-term incentive plan or any other plan or agreement shall be satisfied by the execution and delivery of a Final Release.

Following your termination, the only non-competition obligation that will apply to you will be as set forth in the Final Release. For purposes of this Letter Agreement, the first paragraph of Section X of the Final Release will apply only with respect to actions that are willful and material and that Section IX of the ESP will not apply to disputes under this Letter Agreement.

You agree (whether during or after your employment with AIG) not to issue, circulate or publish any disparaging statements or remarks about the Releasees (as defined in the Final Release). Nothing herein shall prevent you from making or publishing statements (a) when required by law, subpoena, or court order, (b) in the course of any legal, arbitral, or regulatory proceeding, (c) to any governmental authority, regulatory agency or self-regulatory organization or (d) in connection with any investigation by AIG. The only nondisparagement obligations that shall apply to you with respect the Releasees shall be those contained in this paragraph. AIG agrees (whether during or after your employment with AIG) not to issue, circulate or publish any disparaging statements or remarks about you and AIG shall use all commercially reasonable efforts to require and cause all senior executives and members of the AIG board of directors not to directly or indirectly issue, circulate or publish any disparaging statements or remarks about you. Nothing herein shall prevent the Releasees from making or publishing statements (a) when required by law, subpoena, or court order, (b) in the course of any legal, arbitral, or regulatory proceeding, (c) to any governmental authority, regulatory agency or self-regulatory organization or (d) in connection with any investigation by AIG. Truthful statements in the ordinary course of business with respect to products, business or strategy of AIG or any competitor shall not violate this paragraph.

You will be permitted to remove your personal effects from AIG premises. You will further be permitted to retain a copy of your contact lists and personal emails maintained in any physical form or on any AIG computer or server, provided, however, that (a) copies will be identified and provided to you in accordance with AIG's historic process in similar circumstances and (b) you will, subject to the immediately following sentence, not produce such emails without the consent of AIG. Nothing herein shall prevent you from producing any emails or contact lists (a) when required by law, subpoena, or court order, (b) in the course of any legal, arbitral, or regulatory proceeding, (c) to any governmental authority, regulatory agency or self-regulatory organization or (d) in connection with any investigation by AIG. You agree to retain any emails or contact lists in your possession that may be relevant to any pending or probable litigation, subject to contrary instructions from AIG. AIG also agrees that it will permit you to retain any digital video and audio files, or copies thereof, that it possesses of speeches that you made at both internal and external events. AIG further agrees that it will transfer dominion and control to you of any LinkedIn and other social media pages or accounts that it maintains under your name. You and AIG will cooperate in the transition of such media to you.

Nothing in this Letter Agreement or in the Final Release will limit your rights to indemnification or advancement under AIG's Charter, by-laws or directors and officers insurance policy, which rights will remain in full force and effect in accordance with their terms.

This Letter Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws. Notwithstanding any provision in the ESP, the LTIP or any other agreement, AIG and you irrevocably submit to the exclusive jurisdiction of any state or federal court located in the County of New York with respect to any dispute between AIG and you arising out of or relating to or concerning this Letter Agreement, the Final Release, the ESP, the LTIP, the STI or any aspect of your employment with AIG. To the full extent permitted by law, AIG will advance or pay or reimburse any reasonable attorney's fees you incur as a result of any such dispute. AIG will also pay or reimburse you for reasonable attorney's fees incurred in connection with the negotiation of this Letter Agreement.

This Letter Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, communications, representations and warranties between them, whether written or oral with respect to the subject matter hereof. If any provision or portion of this Letter Agreement or the application of any provision or portion of the Letter Agreement shall be determined to be invalid or unenforceable to any extent or for any reason, all other provisions and portions of this Letter Agreement shall remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law. This Letter Agreement may be executed in several counterparts, each of which will be deemed an original, and such counterparts will constitute one and the same instrument.

The payments and benefits provided under this Letter Agreement are intended to be exempt from or otherwise comply with the requirements of Section 409A of the Internal Revenue Code of 1986 (the "Code"), and this Letter Agreement shall be interpreted in accordance with such intent and, accordingly, the parties hereto agree that the payments and benefits set forth herein comply with or are exempt from the requirements of Section 409A of the Code and agree not to take any position, and to cause their respective agents, affiliates, successors and assigns not to take any position, inconsistent with such interpretation for any reporting purposes whether internal or external. Each payment under this Letter Agreement will be treated as a separate payment for purposes of Section

409A of the Code. Payment of certain benefits under this Letter Agreement is subject to your execution of a Final Release within 60 days after the termination of your employment. Notwithstanding the foregoing, if such 60 day period ends in a calendar year after the calendar year in which your employment terminates, then, but only to the extent required by Section 409A of the Code to avoid taxes and/or interest thereunder on any payments or benefits, any payments and benefits set forth above that would have been made during the calendar year in which your employment terminates instead shall be withheld and paid on the first business day in the calendar year after the calendar year in which your employment terminates, with all remaining payments to be made as if no such delay had occurred. If at the time of your separation from service, (A) you are a specified employee (within the meaning of Section 409A of the Code), and (B) if an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A of the Code) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A of the Code in order to avoid additional taxes or interest under Section 409A of the Code, then AIG will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such six-month period (or upon your death)), together with interest for the period of delay, compounded annually, equal to the prime rate (as published in the Wall Street Journal) in effect as of the dates the payments should otherwise have been provided.

* * *

Thank you for your service to AIG.

Sincerely,
American International Group, Inc.

By: /s/ W. Don Comwell
W. Don Comwell
Chair, Compensation and Management Resources
Committee of the AIG Board of Directors

Accepted & Agreed:

/s/ Peter D. Hancock March 17, 2017
Peter D. Hancock Date

EXHIBIT A

AMERICAN INTERNATIONAL GROUP, INC. RELEASE AND RESTRICTIVE COVENANT AGREEMENT

This Release and Restrictive Covenant Agreement (the "*Agreement*") is entered into by and between Peter D. Hancock (the "*Employee*") and American International Group, Inc., a Delaware Corporation (the "*Company*").

Each term defined in the American International Group, Inc. 2012 Executive Severance Plan (the "*Plan*") has the same meaning when used in this Agreement.

I. Termination of Employment

The Employee's employment with the Company and each of its subsidiaries and controlled affiliates (collectively "*AIG*") terminated on the date specified in the Transition Letter Agreement, dated March 17, 2017, by and between the Company and the Employee (the "*Transition Letter Agreement*") and, as of that date, the Employee shall cease performing the Employee's employment duties and responsibilities for AIG and shall no longer report to work for AIG. For purposes of this Agreement, the term "controlled affiliates" means an entity of which the Company directly or indirectly owns or controls a majority of the voting shares.

II. Severance

The Employee shall receive a lump sum severance payment in the gross amount of \$9,528,890, less applicable tax withholdings paid out in a lump sum as soon as practicable following the date this Agreement becomes effective, but in no event later than March 15th of the year immediately following the Termination Year.

The Employee shall also receive a prorated annual short-term incentive bonus for the Termination Year calculated and paid in accordance with the Termination Letter and with Section IV.B(1)(b)(ii) of the Plan (but without regard to Section IV.B(1)(b)(i)). The Employee shall also be entitled to any benefits under the AIG Long Term Incentive Plan (including any predecessor plan, the "LTIP") in accordance with the Transition Letter Agreement. Any bonus or incentive compensation paid to Employee is subject to the AIG Clawback Policy, as in effect on the date of the Transition Letter.

The Employee shall also be entitled to a Supplemental Health and Life Payment of \$40,000 which may, among other things, be used to pay for COBRA and life insurance coverage after the Termination Date. The Employee shall also be paid accrued wages, reimbursed expenses, and any accrued, unused paid time off ("*PTO*") as of the Termination Date. The Employee shall not accrue any PTO after the Termination Date.

III. Other Benefits

Nothing in this Agreement modifies or affects any of the terms of any benefit plans or programs (defined as medical, life, pension and 401(k) plans or programs and including, without limitation, the Company's right to alter the terms of such plans or programs). No further deductions or employer matching contributions shall be made on behalf of the Employee to the American International Group, Inc. Incentive Savings Plan ("*ISP*") as of the last day of the pay period in which the Termination Date occurs.

The Employee shall no longer participate in or be eligible for coverage under the Company's Short-Term and Long-Term Disability programs, and the ISP. After the Termination Date, the Employee may decide, under the ISP, whether to elect a rollover or distribution of the Employee's account balance or to keep the account balance in the ISP.

As set forth in Section IV.D of the Plan, the Employee shall be entitled to continued health insurance coverage under COBRA for a period in accordance with the requirements under COBRA unless the Employee is or becomes ineligible under the provisions of COBRA for continuing coverage. The Employee shall be solely responsible for paying the full cost of the monthly premiums for COBRA coverage. In addition, the Employee shall be entitled to one (1) year of additional service credit and credit for additional age solely for purposes of determining the Employee's eligibility to participate in any Company Retiree Medical program and, if eligible, may choose to participate in such Company Retiree Medical program as of the Termination Date at the applicable rate or pay for COBRA coverage. If the Employee chooses to pay for COBRA coverage and retains such coverage for the full COBRA period, the Employee may participate in the Company Retiree Medical program following the COBRA period.

As set forth in Section IV.E of the Plan, the Employee shall be entitled to one (1) year of additional service credit and credit for additional age solely for purposes of determining vesting and eligibility for retirement (including early retirement) under the American International Group, Inc. Non-Qualified Retirement Income Plan (the "Non-Qualified Plan"). To the extent that the Employee has a vested benefit under the Non-Qualified Plan, any payments under the Non-Qualified Plan shall commence at the time specified in the Non-Qualified Plan, and shall be calculated as if "Qualified Plan Retirement Income" (as defined in the Non-Qualified Plan) began to be paid immediately following the Termination Date.

Except as set forth in this Agreement, the Transition Letter Agreement and Sections IV.D and E of the Plan there are no other payments or benefits due to the Employee from the Company.

The payments and benefits provided under this Agreement are intended to be exempt from or otherwise comply with the requirements of Section 409A of the Internal Revenue Code of 1986 (the "Code"), and this Agreement shall be interpreted in accordance with such intent and, accordingly, the parties hereto agree that the payments and benefits set forth herein comply with or are exempt from the requirements of Section 409A of the Code and agree not to take any position, and to cause their respective agents, affiliates, successors and assigns not to take any position, inconsistent with such interpretation for any reporting purposes whether internal or external. Each payment under this Agreement will be treated as a separate payment for purposes of Section 409A of the Code. Payment of certain benefits under this Agreement is subject to Employee's execution of a non-revocable release within 60 days after the date of Employee's termination. Notwithstanding the foregoing, if such 60 day period ends in a calendar year after the calendar year in which the Employee's employment terminates, then, but only to the extent required by Section 409A of the Code to avoid taxes and/or interest thereunder on any payments or benefits, any payments and benefits set forth above that would have been made during the calendar year in which the Employee's employment terminates instead shall be withheld and paid on the first business day in the calendar year after the calendar year in which the Employee's employment terminates, with all remaining payments to be made as if no such delay had occurred. If at the time of the Employee's separation from service, (A) Employee is a specified employee (within the meaning of Section 409A of the Code), and (B) if an amount payable hereunder constitutes deferred compensation (within the meaning of Section 409A of the Code) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A of the Code in order to avoid additional taxes or interest under Section 409A of the Code, then AIG will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such six-month period (or upon Employee's death)), together with interest for the period of delay,

compounded annually, equal to the prime rate (as published in the Wall Street Journal) in effect as of the dates the payments should otherwise have been provided.

IV. Release of Claims

In consideration of the payments and benefits described in Section IV of the Plan and Section II and III of this Agreement, to which the Employee agrees the Employee is not entitled until and unless the Employee executes this Agreement, the Employee, for and on behalf of the Employee and the Employee's heirs and assigns, subject to the following two sentences hereof, agrees to all the terms and conditions of this Agreement and hereby waives and releases any common law, statutory or other complaints, claims, or causes of action of any kind whatsoever, both known and unknown, in law or in equity, which the Employee ever had, now has or may have against AIG and its successors, assigns, directors, officers, partners, members, employees, agents benefit plans, or the Plan (collectively, the "Releasees"), arising on or before the date of the Employee's execution of this Agreement, including, without limitation, any complaint, or cause of action arising under federal, state or local laws pertaining to employment, including the Age Discrimination in Employment Act of 1967 ("ADEA," a law which prohibits discrimination on the basis of age), the National Labor Relations Act, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, the New Jersey Conscientious Employee Protection Act/ the District of Columbia Human Rights Act/the West Virginia Rights Act/ the Massachusetts Wage Act, (M.G.L. ch. 149 §§ 148, et seq.), the Massachusetts Fair Employment Practices Act (M.G.L. ch. 151B § 1, et seq.), Massachusetts Civil Rights Act (M.G.L. ch. 12 §§ 11H and 11D), the Massachusetts Equal Rights Act (M.G.L. ch. 93 §102, and M.G.L. ch. 214 § 1C), the Massachusetts Labor and Industries Act (M.G.L. ch. 149 § 1, et seq.), the Massachusetts Privacy Act (M.G.L. ch. 214 §§ 1B), all as amended; and all other federal, state, local and foreign laws and regulations. By signing this Agreement, the Employee acknowledges that the Employee intends to waive and release any rights known or unknown that the Employee may have against the Releasees under these and any other laws; *provided, that* the Employee does not waive or release claims with respect to the right to enforce the Employee's rights under (i) this Agreement, (ii) the Transition Agreement, (iii) the LTIP (or any award agreement thereunder), (iii) any rights to indemnification under any agreements, plans or the Charter and by-laws of AIG, (iv) rights under any directors and officers insurance or other policies and (v) any vested rights under any qualified or non-qualified retirement or deferred compensation plan (the "Unreleased Claims"). Nothing herein modifies or affects any vested rights that Employee may have under any applicable retirement plan, 401(k) plan, incentive plan or deferred compensation plan, including, without limitation, the AIG Annual Short-Term Incentive Plan (or any award agreement thereunder), the AIG 2013 Long-Term Incentive Plan (or any award agreement thereunder) and the AIG 2013 Omnibus Incentive Plan (or any predecessor); nor, except as set forth herein or in the Transition Letter Agreement, does this Agreement confer any rights with respect to such plans, which are governed by the terms of the respective plans (and any agreements under such plans).

V. Proceedings

The Employee acknowledges that the Employee has not filed any complaint, charge, claim or proceeding, except with respect to an Unreleased Claim, if any, against any of the Releasees before any local, state or federal agency, court or other body (each individually a "Proceeding"). The Employee represents that the Employee is not aware of any basis on which such a Proceeding could reasonably be instituted. By signing this Agreement the Employee:

(a) Acknowledges that the Employee shall not initiate or cause to be initiated on his or her behalf any Proceeding and shall not participate in any Proceeding, in each case, except as set forth below or as required by law; and

(b) Waives any right to recover monetary damages or other individual relief arising out of any Proceeding.

Notwithstanding the above, nothing in Section V of this Agreement shall:

(x) limit or affect the Employee's right to challenge the validity of the Employee's release set forth in Section V above under the ADEA, or the Older Workers Benefit Protection Act;

(y) prevent the Employee from filing a charge or complaint with, or participating in any investigation or proceeding conducted by the EEOC, the National Labor Relations Board or other federal, state or local governmental or regulatory agencies.

VI. Time to Consider

The payments and benefits payable to the Employee under this Agreement include consideration provided to the Employee over and above anything of value to which the Employee already is entitled. The Employee acknowledges that the Employee has been advised that the Employee has **21** days from the date of the Employee's receipt of this Agreement to consider all the provisions of this Agreement.

THE EMPLOYEE FURTHER ACKNOWLEDGES THAT THE EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY, HAS BEEN ADVISED BY THE COMPANY TO, CONSULT AN ATTORNEY, AND FULLY UNDERSTANDS THAT BY SIGNING BELOW THE EMPLOYEE IS GIVING UP CERTAIN RIGHTS WHICH THE EMPLOYEE MAY HAVE TO SUE OR ASSERT A CLAIM AGAINST ANY OF THE RELEASEES, AS DESCRIBED IN SECTION IV OF THIS AGREEMENT AND THE OTHER PROVISIONS HEREOF. THE EMPLOYEE ACKNOWLEDGES THAT THE EMPLOYEE HAS NOT BEEN FORCED OR PRESSURED IN ANY MANNER WHATSOEVER TO SIGN THIS AGREEMENT, AND THE EMPLOYEE AGREES TO ALL OF ITS TERMS VOLUNTARILY.

VII. Revocation

The Employee hereby acknowledges and understands that the Employee shall have seven days from the date of the Employee's execution of this Agreement to revoke this Agreement (including, without limitation, any and all claims arising under the ADEA) by providing written notice of revocation delivered to the Chief HR/Employment Counsel of the Company no later than 5:00 p.m. on the seventh day after the Employee has signed the Agreement. Neither the Company nor any other person is obligated to provide any benefits to the Employee pursuant to Section IV of the Plan or this Agreement until eight days have passed since the Employee's signing of this Agreement without the Employee having revoked this Agreement. If the Employee revokes this Agreement pursuant to this Section, the Employee shall be deemed not to have accepted the terms of this Agreement, and no action shall be required of AIG under any section of this Agreement. This Agreement will not become effective and enforceable until the eighth day after Employee's signature (if not revoked pursuant to the terms of this paragraph).

VIII. No Admission

This Agreement does not constitute an admission of liability or wrongdoing of any kind by the Employee or AIG.

IX. Restrictive Covenants

A. Non-Solicitation/Non-Competition

The Employee acknowledges and recognizes the highly competitive nature of the businesses of AIG and accordingly agrees as follows:

1. During the period commencing on the Employee's Termination Date and ending on the one-year anniversary of such date (the "*Restricted Period*"), the Employee shall not, directly or indirectly, regardless of who initiates the communication, solicit, participate in the solicitation or recruitment of, or in any manner encourage or provide assistance to any employee, consultant, registered representative, or agent of AIG to terminate his or her employment or other relationship with AIG or to leave its employee or other relationship with AIG for any engagement in any capacity or for any other person or entity, without AIG's written consent.

2. During the period commencing on the Employee's Termination Date and ending on the six-month anniversary of such date, the Employee shall not, directly or indirectly:

(a) Engage in any "*Competitive Business*" (defined below) for the Employee's own account;

(b) Enter the employ of, or render any services to, any person engaged in any Competitive Business;

(c) Acquire a financial interest in, or otherwise become actively involved with, any person engaged in any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(d) Interfere with business relationships between AIG and customers or suppliers of, or consultants to AIG.

3. For purposes of this Agreement, a "*Competitive Business*" means, as of any date, any person or entity (including any joint venture, partnership, firm, corporation or limited liability company) that engages in or proposes to engage in the underwriting of primary insurance as its main business in any geographical area in which AIG does such business.

4. Notwithstanding anything to the contrary in this Agreement, the Employee may directly or indirectly, own, solely as an investment, securities of any person engaged in the business of AIG which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Employee (a) is not a controlling person of, or a member of a group which controls, such person and (b) does not, directly or indirectly, own one percent or more of any class of securities of such person.

5. The Employee understands that the provisions of this Section IX.A may limit the Employee's ability to earn a livelihood in a business similar to the business of AIG but the Employee nevertheless agrees and hereby acknowledges that:

(a) Such provisions do not impose a greater restraint than is necessary to protect the goodwill or other business interests of AIG;

(b) Such provisions contain reasonable limitations as to time and scope of activity to be restrained;

(c) Such provisions are not harmful to the general public; and

(d) Such provisions are not unduly burdensome to the Employee. In consideration of the foregoing and in light of the Employee's education, skills and abilities, the Employee agrees that he shall not assert that, and it should not be considered that, any provisions of Section IX.A otherwise are void, voidable or unenforceable or should be voided or held unenforceable.

6. It is expressly understood and agreed that, although the Employee and the Company consider the restrictions contained in this Section IX.A to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Section IX.A or elsewhere in this Agreement is an unenforceable restriction against the Employee, the provisions of the Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

B. Nondisparagement

The Employee agrees (whether during or after his employment with AIG) not to issue, circulate or publish any disparaging statements or remarks about the Releasees (as defined herein). Nothing herein shall prevent the Employee from making or publishing statements (a) when required by law, subpoena, or court order, (b) in the course of any legal, arbitral, or regulatory proceeding, (c) to any governmental authority, regulatory agency or self-regulatory organization or (d) in connection with any investigation by AIG. The only nondisparagement obligations that shall apply to the Employee with respect to the Releasees shall be those contained in this paragraph. AIG agrees (whether during or after the Employee's employment with AIG) not to issue, circulate or publish any disparaging statements or remarks about the Employee and AIG shall all commercially reasonable to require and cause all senior executives and members of the AIG board of directors not to directly or indirectly issue, circulate or publish any disparaging statements or remarks about the Employee. Nothing herein shall prevent the Releasees from making or publishing statements (a)

when required by law, subpoena, or court order, (b) in the course of any legal, arbitral, or regulatory proceeding, (c) to any governmental authority, regulatory agency or self-regulatory organization or (d) in connection with any investigation by AIG. Truthful statements in the ordinary course of business with respect to products, business or strategy of AIG or any competitor shall not violate this paragraph.

C. Code of Conduct

The Employee agrees to abide by all of the terms of the Company's Code of Conduct or the Director, Executive Officer and Senior Financial Officer Code of Business Conduct and Ethics that continue to apply after termination of employment.

D. Confidentiality/Company Property

The Employee acknowledges that the disclosure of this Agreement or any of the terms hereof could prejudice AIG and would be detrimental to AIG's continuing relationship with its employees. Accordingly, the Employee agrees not to discuss or divulge either the existence or contents of this Agreement (except, if required, Employee may disclose the contents of Section IX.A only, in connection with prospective employment) to anyone other than the Employee's immediate family, attorneys, tax and financial advisors, governmental authorities or as may be legally required, and further agrees to use the Employee's best efforts to ensure that none of Employee's immediate family, attorneys, or tax and financial advisors will reveal its existence or contents to anyone else. The Employee shall not, without the prior written consent of AIG, use, divulge, disclose or make accessible to any other person, firm, partnership, corporation or other entity, any "Confidential Information" (as defined below), or any "Personal Information" (as defined below); *provided* that the Employee may disclose Confidential Information, or Personal Information when required to do so by a court of competent jurisdiction, by any governmental agency having supervisory authority over the business of AIG, as the case may be, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order the Employee to divulge, disclose or make accessible such information; *provided, further, that* in the event that the Employee is ordered by a court or other government agency to disclose any Confidential Information or Personal Information, the Employee shall (if permitted to do so by applicable law):

(a) Promptly notify AIG of such order;

(b) At the written request of AIG, diligently contest such order at the sole expense of AIG; and

(c) At the written request of AIG, seek to obtain, at the sole expense of AIG, such confidential treatment as may be available under applicable laws for any information disclosed under such order.

Nothing herein shall prevent Employee from making statements (a) when required by law, subpoena, or court order, (b) in the course of any legal, arbitral, or regulatory proceeding, (c) to any governmental authority, regulatory agency or self-regulatory organization or (d) in connection with any investigation by AIG.

Upon the Termination Date the Employee shall, except as otherwise set forth in the Transition Letter Agreement, return AIG property, including, without limitation, files, records, disks and any media containing Confidential Information or Personal Information. For purposes of this Section IX.D:

“*Confidential Information*” means an item of information or a compilation of information in any form (tangible or intangible), related to AIG’s business that AIG has not made public or authorized public disclosure of, and that is not generally known to the public through proper means. Confidential Information includes, but is not limited to: (a) business plans and analysis, customer and prospective customer lists, personnel, staffing and compensation information, marketing plans and strategies, research and development data, financial data, operational data, methods, techniques, technical data, know-how, innovations, computer programs, un-patented inventions, and trade secrets; and (b) information about the business affairs of third parties (including, but not limited to, customers and prospective customers) that such third parties provide to Company in confidence.

“*Personal Information*” shall mean any information concerning the personal, social or business activities of the officers or directors of the Company.

E. Developments

Developments shall be the sole and exclusive property of AIG. The Employee agrees to, and hereby does, assign to AIG, without any further consideration, all of the Employee’s right, title and interest throughout the world in and to all Developments. The Employee agrees that all such Developments that are copyrightable may constitute works made for hire under the copyright laws of the United States and, as such, acknowledges that AIG is the author of such Developments and owns all of the rights comprised in the copyright of such Developments. The Employee hereby assigns to AIG without any further consideration all of the rights comprised in the copyright and other proprietary rights the Employee may have in any such Development to the extent that it might not be considered a work made for hire. The Employee shall make and maintain adequate and current written records of all Developments and shall disclose all Developments promptly, fully and in writing to the Company promptly after development of the same, and at any time upon request.

“*Developments*” shall mean all discoveries, inventions, ideas, technology, formulas, designs, software, programs, algorithms, products, systems, applications, processes, procedures, methods and improvements and enhancements conceived, developed or otherwise made or created or produced by the Employee alone or with others, and in any way relating to the business or any proposed business of AIG of which the Employee has been made aware, or the products or services of AIG of which the Employee has been made aware, whether or not subject to patent, copyright or other protection and whether or not reduced to tangible form, at any time during the Employee’s employment with AIG.

F. Cooperation

The Employee agrees (whether during or after the Employee’s employment with AIG) that, if served with a subpoena or order that would compel Employee to testify or respond to any regulatory inquiry, investigation, administrative proceeding or judicial proceeding regarding or in any way relating to the Releasees, including but not limited to any proceeding before or investigation by the EEOC concerning Employee’s employment with the Company, to send immediately (but in no event later than three (3) business days after Employee has been so served or notified) a written notification, and provide a copy of the subpoena or order, by overnight mail to General Counsel, American International Group, Inc., 80 Pine Street, 13th Floor, New York, New York 10005. The

Employee further agrees (whether during or after the Employee's employment with AIG) to cooperate with AIG in connection with any litigation or legal proceeding or investigatory or regulatory matters in which the Employee may have relevant knowledge or information, and this cooperation shall include, without limitation, the following:

(a) To meet and confer, at a time mutually convenient to the Employee and AIG and to the extent such meetings and conferences do not interfere with any subsequent employment of Employee, with AIG's designated in-house or outside attorneys for purposes of assisting with any litigation or legal proceeding or any investigatory or regulatory matters, including answering questions, explaining factual situations, preparing to testify, or appearing for interview, deposition or trial testimony without the need for the Company to serve a subpoena for such appearance and testimony; and

(b) To give sworn statements to AIG's attorneys upon their request and, for purposes of any deposition or other testimony in any litigation or legal proceeding or any investigatory or regulatory matters, to adopt AIG's attorneys as the Employee's own at AIG's expense (*provided* that there is no conflict of interest that would disqualify the attorneys from representing the Employee or which might disadvantage or prejudice the legal rights of the Employee). If any such conflict, disadvantage or prejudice exists, then the Employee shall hire his own attorney at AIG's expense. In addition, the Employee will remain entitled to indemnification by AIG and directors and officers insurance coverage and protection under the D&O insurance coverage maintained by AIG.

The Company agrees to reimburse the Employee for reasonable out-of-pocket expenses necessarily incurred by the Employee in connection with the cooperation set forth in this paragraph.

X. Enforcement and Clawback

If at any time the Employee willfully and materially breaches this Agreement, then: (x) no further payments or benefits shall be due to the Employee under this Agreement and/or the Plan; and (y) the Employee shall be obligated to repay to AIG, immediately and in a cash lump sum, the amount of any Severance benefits (other than any amounts received by the Employee under Section IV.D through F of the Plan) previously received by the Employee under this Agreement and/or the Plan (which shall, for the avoidance of doubt, be calculated on a pre-tax basis); *provided* that the Employee shall in all events be entitled to receive accrued wages and expense reimbursement and accrued but unused vacation pay as set forth in Section IV.A of the Plan.

The Employee acknowledges and agrees that AIG's remedies at law for a breach or threatened breach of any of the provisions of Sections IX.A, B, D and E of this Agreement would be inadequate, and, in recognition of this fact, the Employee agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, AIG, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

XI. Resignation From Board of Directors

The Employee confirms his resignation from directorship of the Company and each of its subsidiaries and affiliates (and all other directorships, offices, and trusteeships, held in connection with his/her employment) in accordance with the Transition Letter Agreement.

XII. Inquiries From Prospective Employers

Employee agrees that Employee will direct any inquiries from prospective employers to The Work Number, at www.theworknumber.com, and the Company agrees that, in response to any such inquiries, The Work Number will only provide information regarding the dates of Employee's employment and last job title, and shall inform the inquirer that it is company policy to provide only that information regarding former employees. Employee will need to provide Employee's Social Security Number and the AIG Employer Code (AIG-12573) to facilitate these inquiries.

XIII. General Provisions

A. No Waiver; Severability

A failure of the Company or any of the Releasees to insist on strict compliance with any provision of this Agreement shall not be deemed a waiver of such provision or any other provision hereof. If any provision of this Agreement is determined to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable, and in the event that any provision is determined to be entirely unenforceable, such provision shall be deemed severable, such that all other provisions of this Agreement shall remain valid and binding upon the Employee and the Releasees.

B. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED WITHIN THAT STATE, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS OR THE CONFLICT OF LAWS PROVISIONS OF ANY OTHER JURISDICTION WHICH WOULD CAUSE THE APPLICATION OF ANY LAW OTHER THAN THAT OF THE STATE OF NEW YORK. THE EMPLOYEE CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS IN NEW YORK.

C. Entire Agreement/Counterparts

This Agreement and the Transition Letter Agreement constitute the entire understanding and agreement between the Company and the Employee with regard to all matters herein. There are no other agreements, conditions, or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing, signed by the parties hereto. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be returned via mail or email. An electronically transmitted signature shall be treated as an original signature for all purposes.

D. Notice

For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered: (a) personally; (b) by overnight courier service; (c) by facsimile transmission; or (d) by United States

registered mail, return receipt requested, postage prepaid, addressed to the respective addresses, as set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith; *provided* that notice of change of address shall be effective only upon receipt. Notices shall be deemed given as follows: (x) notices sent by personal delivery or overnight courier shall be deemed given when delivered; (y) notices sent by facsimile transmission shall be deemed given upon the sender's receipt of confirmation of complete transmission; and (z) notices sent by United States registered mail shall be deemed given two days after the date of deposit in the United States mail.

If to the Employee, to the address as shall most currently appear on the records of the Company.

If to the Company, to:

American International Group, Inc.
80 Pine Street, 13th Floor
New York, NY 10005
Fax: 877-481-4969
Attn: Chief HR/Employment Counsel

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

EMPLOYEE

Name: _____
Date: _____

AMERICAN INTERNATIONAL GROUP, INC.

By: _____
Name:
Title:
Date: