
**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): December 12, 2012

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.)

180 Maiden Lane
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 13e4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 8 — Other Events

Item 8.01. Other Events.

On December 12, 2012, American International Group, Inc. (“AIG”) issued a press release announcing the successful completion of its solicitation of consents from the holders of its 8.125% Debentures Due 2023, 7.05% Notes Due 2025, 7.00% Notes Due 2026 and 5.60% Debentures Due 2097 to amend the Senior Indenture, dated as of April 15, 1993, as supplemented by the Supplemental Indenture, dated as of June 28, 1993, the Supplemental Indenture, dated as of October 28, 1996, and the Third Supplemental Indenture, dated as of January 1, 1999 (as so supplemented, the “Indenture”), in each case between AIG (as successor to SunAmerica Inc.) and The Bank of New York Mellon Trust Company, N.A. (as successor to The First National Bank of Chicago) (the “Trustee”). A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

In connection with the successful completion of the consent solicitation, on December 12, 2012, AIG and the Trustee entered into the Fourth Supplemental Indenture to the Indenture. A copy of the Fourth Supplemental Indenture is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

Section 9 — Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 4.1 Fourth Supplemental Indenture, dated as of December 12, 2012, between AIG and The Bank of New York Mellon Trust Company, N.A., as Trustee.
- 99.1 Press release of American International Group, Inc. dated December 12, 2012.

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: December 12, 2012

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>
4.1	Fourth Supplemental Indenture, dated as of December 12, 2012, between AIG and The Bank of New York Mellon Trust Company, N.A., as Trustee.
99.1	Press release of American International Group, Inc. dated December 12, 2012.

AMERICAN INTERNATIONAL GROUP, INC.

**Fourth Supplemental
Indenture**

Dated as of December 12, 2012

(Supplemental to Senior Indenture Dated as of April 15, 1993)

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

FOURTH SUPPLEMENTAL INDENTURE, dated as of December 12, 2012 (the "Fourth Supplemental Indenture"), between American International Group, Inc., a corporation duly organized and existing under the laws of the State of Delaware (as successor to SunAmerica Inc.) (herein called the "Company"), and The Bank of New York Mellon Trust Company, N.A., a national banking association (as successor to the First National Bank of Chicago), as Trustee (herein called the "Trustee");

R E C I T A L S:

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Senior Indenture, dated as of April 15, 1993, as supplemented by the Supplemental Indenture, dated as of June 28, 1993, the Supplemental Indenture, dated as of October 28, 1996, and the Third Supplemental Indenture, dated as of January 1, 1999 (as so supplemented, the "Existing Indenture") (the Existing Indenture, as the same may be amended or supplemented from time to time, including by this Fourth Supplemental Indenture, the "Indenture"), providing for the issuance from time to time of the Company's unsecured debentures, notes or other evidences of indebtedness (herein and therein called the "Securities"), to be issued in one or more series as provided in the Indenture;

WHEREAS, Section 8.2 of the Existing Indenture permits the Company and the Trustee to enter into an indenture supplemental to the Existing Indenture for the purpose of adding any provisions to, or changing in any manner the provisions of, the Indenture with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time outstanding of all series affected by such supplemental indenture (voting as one class);

WHEREAS, the Company wishes to amend Section 9.3 of the Existing Indenture to permit the issuance, sale, assignment, transfer or other disposition of Voting Stock of a Restricted Subsidiary so long as such issuance, sale, assignment, transfer or other disposition is: (i) to the Company; (ii) to any other Restricted Subsidiary that is, and following such transaction or series of transactions would remain, wholly owned by the Company, directly or indirectly (including through an entity that is not a Restricted Subsidiary), or to one or more entities that are wholly owned by such a Restricted Subsidiary; (iii) to an entity that, as a result of such transaction or series of transactions, would become a Restricted Subsidiary that meets the requirements of clause (ii); or (iv) in a merger of a Restricted Subsidiary with and into another Restricted Subsidiary or the Company;

WHEREAS, the changes contemplated in this Fourth Supplemental Indenture comply with the requirements of Section 8.2 of the Existing Indenture;

WHEREAS, pursuant to resolutions of the Finance and Risk Management Committee of the Company at a meeting duly called and held on December 4, 2012, the Company has duly authorized the execution and delivery of this Fourth Supplemental Indenture;

WHEREAS, in accordance with Sections 8.4 and 11.5 of the Existing Indenture, the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each to the effect that this Fourth Supplemental Indenture complies with the applicable provisions of the Existing Indenture and that all conditions precedent provided for in the Existing Indenture to the execution and delivery by the Trustee of this Fourth Supplemental Indenture have been complied with; and

WHEREAS, all things necessary to make this Fourth Supplemental Indenture a valid agreement according to its terms have been done;

NOW, THEREFORE:

For and in consideration of the premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities, as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 **Relation to the Existing Indenture**

This Fourth Supplemental Indenture constitutes a part of the Existing Indenture (the provisions of which, as modified by this Fourth Supplemental Indenture, shall apply to the Securities) in respect of the Securities heretofore and hereafter issued.

Section 1.2 **Definitions**

For all purposes of this Fourth Supplemental Indenture, the capitalized terms used herein (i) which are defined in the recitals or introductory paragraph hereof have the respective meanings assigned thereto in the applicable provision of the recitals and introductory paragraph, and (ii) which are defined in the Existing Indenture (and which are not defined in the recitals or introductory paragraph hereof) have the respective meanings assigned thereto in the Existing Indenture. For all purposes of this Fourth Supplemental Indenture:

(a) All references herein to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Fourth Supplemental Indenture; and

(b) The terms "herein", "hereof", and "hereunder" and words of similar import refer to this Fourth Supplemental Indenture.

ARTICLE TWO

CONSOLIDATION, MERGER, SALE OR CONVEYANCE

Section 2.1 **Amendment to Restrictions on Certain Dispositions**

Concurrently with the execution and delivery of this Fourth Supplemental Indenture, the following parenthetical is hereby added after “Subsidiary” and before the comma in the last line of the lead-in to Section 9.3 of the Existing Indenture:

“(other than: (i) to the Issuer; (ii) to a Restricted Subsidiary that is, and following such transaction or series of transactions would remain, wholly owned by the Issuer, directly or indirectly (including through an entity that is not a Restricted Subsidiary), or to one or more entities that are wholly owned by such a Restricted Subsidiary; (iii) to an entity that, as a result of such transaction or series of transactions, would become a Restricted Subsidiary that meets the requirements of clause (ii); or (iv) in a merger of a Restricted Subsidiary with and into another Restricted Subsidiary or the Issuer)”

ARTICLE THREE

MISCELLANEOUS

Section 3.1 **Relationship to Existing Indenture**

The Fourth Supplemental Indenture is a supplemental indenture within the meaning of the Existing Indenture. The Existing Indenture, as supplemented and amended by this Fourth Supplemental Indenture, is in all respects ratified, confirmed and approved and, with respect to the Securities, the Existing Indenture, as supplemented and amended by the Fourth Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 3.2 **Modification of the Existing Indenture**

Except as expressly modified by this Fourth Supplemental Indenture, the provisions of the Existing Indenture shall govern the terms and conditions of the Securities.

Section 3.3 **Governing Law**

This instrument shall be deemed to be a contract under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of such State, except as may otherwise be required by mandatory provisions of law.

Section 3.4 **Counterparts**

This instrument may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 3.5 **Trustee Makes No Representation**

The recitals contained herein are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Fourth Supplemental Indenture other than its execution hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed all as of the day and year first above written.

AMERICAN INTERNATIONAL GROUP, INC.

By /s/ Brian T. Schreiber

Name: Brian T. Schreiber

Title: Executive Vice President and Treasurer

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A.,
as Trustee

By /s/ Lawrence M. Kusch

Name: Lawrence M. Kusch

Title: Vice President

[Signature Page to Fourth Supplemental Indenture]



Press Release
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**AMERICAN INTERNATIONAL GROUP, INC. ANNOUNCES RESULTS
OF CONSENT SOLICITATION**

NEW YORK, December 12, 2012 – American International Group, Inc. (NYSE:AIG) (“AIG”) today announced the successful completion of its solicitation of consents (the “Consent Solicitation”) from holders of record at 5:00 p.m., New York City time, on November 29, 2012 (the “Record Date”) of its 8.125% Debentures Due 2023, 7.05% Notes Due 2025, 7.00% Notes Due 2026 and 5.60% Debentures Due 2097 (the “Securities”) to amend (the “Amendment”) the Senior Indenture, dated as of April 15, 1993, as supplemented by the Supplemental Indenture, dated as of June 28, 1993, the Supplemental Indenture, dated as of October 28, 1996, and the Third Supplemental Indenture, dated as of January 1, 1999 (as so supplemented, the “Indenture”), in each case between AIG (as successor to SunAmerica Inc.) and The Bank of New York Mellon Trust Company, N.A. (as successor to the First National Bank of Chicago), as Trustee (the “Trustee”).

The Consent Solicitation expired at 5:00 p.m., New York City time, on Wednesday, December 12, 2012 (the “Expiration Time”). Holders of the Securities who validly delivered and did not revoke their consent prior to the Expiration Time will receive a consent fee of \$2.50 for each \$1,000 principal amount of Securities for which such holder delivered its consent.

AIG received the consent of the holders of a majority in aggregate principal amount of the Securities outstanding as of the Record Date of all series affected by the Amendment (voting as one class), as required for the amendment of the Indenture.

In connection with the consummation of the Consent Solicitation, AIG and the Trustee executed the Fourth Supplemental Indenture, dated as of December 12, 2012, to the Indenture, in order to effect the Amendment. The Amendment permits intercompany transfers of Voting Stock of Restricted Subsidiaries (as those terms are defined in the Indenture): (i) to AIG; (ii) to any other Restricted Subsidiary that is, and following such transaction or series of transactions would remain, wholly owned by AIG, directly or indirectly (including through an entity that is not a Restricted Subsidiary), or to one or more entities that are wholly owned by such a Restricted Subsidiary; (iii) to an entity that, as a result of such transaction or series of transactions, would become a Restricted Subsidiary that meets the requirements of clause (ii); or (iv) in a merger of a Restricted Subsidiary with and into another Restricted Subsidiary or AIG. The Amendment is effective with respect to all holders of the Securities, including non-consenting holders and all subsequent holders of the Securities.



American International Group, Inc. (AIG) is a leading international insurance organization serving customers in more than 130 countries and jurisdictions. AIG companies serve commercial, institutional, and individual customers through one of the most extensive worldwide property-casualty networks of any insurer. In addition, AIG companies are leading providers of life insurance and retirement services in the United States. AIG common stock is listed on the New York Stock Exchange and the Tokyo Stock Exchange.

AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. For additional information, please visit our website at www.aig.com. All products and services are written or provided by subsidiaries or affiliates of American International Group, Inc. Products or services may not be available in all jurisdictions, and coverage is subject to actual policy language. Non-insurance products and services may be provided by independent third parties. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds, and insureds are therefore not protected by such funds.