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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 14, 2011

AMERICAN INTERNATIONAL GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware	**1-8787**	**13-2592361**
(State or other jurisdiction of incorporation)	(Commission File Number)	(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):

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

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

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

o Pre-commencement communications pursuant to Rule 13e4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Section 1 — Registrant's Business and Operations

Item 1.01. Entry into a Material Definitive Agreement.

On January 14, 2011, American International Group, Inc. ("AIG") completed the previously announced series of integrated transactions (the "Recapitalization") to recapitalize AIG as contemplated by the Master Transaction Agreement, dated as of December 8, 2010 (the "Master Transaction Agreement"), among AIG, ALICO Holdings LLC (the "ALICO SPV"), AIA Aurora LLC (the "AIA SPV" and together with the ALICO SPV, the "SPVs"), the Federal Reserve Bank of New York (the "FRBNY"), the United States Department of the Treasury (the "Treasury Department") and the AIG Credit Facility Trust (the "Trust" and, collectively with AIG, the ALICO SPV, the AIA SPV, the FRBNY and the Treasury Department, the "parties").

At the closing of the Recapitalization (the "Closing"), AIG completed a number of transactions substantially simultaneously, as discussed in more detail below.

Repayment and Termination of the FRBNY Credit Facility

At the Closing, AIG repaid to the FRBNY approximately $21 billion in cash, representing complete repayment of all amounts owing under the Credit Agreement, dated as of September 22, 2008 (as amended, the "FRBNY Credit Facility"), and the FRBNY Credit Facility was terminated. The funds for the repayment came from the net cash proceeds from AIG's sale of 67 percent of the ordinary shares of AIA Group Limited ("AIA") in its initial public offering and from AIG's sale of American Life Insurance Company ("ALICO"). These funds were loaned to AIG, in the form of secured limited recourse debt (the "SPV Intercompany Loans"), from the SPVs that hold the proceeds of the AIA IPO and the ALICO sale. The SPV Intercompany Loans are secured by pledges by AIG and certain of its subsidiaries of, among other collateral, certain of their equity interests in Nan Shan Life Insurance Company, Ltd. ("Nan Shan"), AIG Star Life Insurance Co. Ltd. ("AIG Star"), AIG Edison Life Insurance Company ("AIG Edison") and International Lease Finance Corporation ("ILFC" and, collectively with Nan Shan, AIG Star and AIG Edison, the "Designated Entities"), as well as the remaining AIA ordinary shares held by the AIA SPV and certain of the MetLife, Inc. securities received from the sale of ALICO held by the ALICO SPV. The proceeds from any sale or disposition of the equity of such Designated Entities and such other assets will be used to repay the SPV Intercompany Loans and the recourse on the SPV Intercompany Loans is generally limited to foreclosing on the pledged collateral, except to the extent of the fair market value of equity interests of the Designated Entities that cannot be pledged because of regulatory or tax considerations.

Repurchase and Exchange of SPV Preferred Interests

At the Closing, AIG drew down approximately $20 billion (the "Series F Closing Drawdown Amount") under the Treasury Department's commitment (the "Treasury Department Commitment") pursuant to the Securities Purchase Agreement, dated as of April 17, 2009 (the "Series F SPA"), between AIG and the Treasury Department relating to AIG's Series F Fixed Rate Non-Cumulative Perpetual Preferred Stock, par value $5.00 per share (the "Series F Preferred Stock"). The Series F Closing Drawdown Amount was the full amount remaining under the Treasury Department Commitment, less $2 billion that AIG designated to be available after the Closing for general corporate purposes under a commitment relating to AIG's Series G Cumulative Mandatory Convertible Preferred Stock, par value $5.00 per share (the "Series G Preferred Stock"), described below (the "Series G Drawdown Right"). The right of AIG to draw on the Treasury Department Commitment (other than the Series G Drawdown Right) was terminated.

AIG applied certain proceeds from asset sales to retire a portion of the FRBNY's preferred interests in the ALICO SPV and used the Series F Closing Drawdown Amount to repurchase the remainder of the FRBNY's preferred interests in the ALICO SPV and all of the FRBNY's preferred interests in the AIA SPV ("SPV Preferred Interests"). AIG transferred the SPV Preferred Interests to the Treasury Department as part of the consideration for the exchange of the Series F Preferred Stock, described below.

Under the Master Transaction Agreement, the Treasury Department, so long as it holds SPV Preferred Interests, will have the right, subject to existing contractual restrictions, to require AIG to dispose of the remaining AIA ordinary shares held by the AIA SPV and certain of the MetLife, Inc. securities received from the sale of ALICO held by the ALICO SPV. The consent of the Treasury

Department, so long as it holds SPV Preferred Interests, will also be required for AIG to take specified significant actions with respect to the Designated Entities, including initial public offerings, sales, significant acquisitions or dispositions and incurrence of significant levels of indebtedness. If any SPV Preferred Interests are outstanding on May 1, 2013, the Treasury Department will have the right to compel the sale of all or a portion of one or more of the Designated Entities on terms that it will determine.

As a result of these transactions, the SPV Preferred Interests will no longer be considered permanent equity on AIG's balance sheet, and will be classified as redeemable noncontrolling interests in partially owned consolidated subsidiaries.

Issuance of AIG's Series G Preferred Stock and Exchange of AIG's Series C, E and F Preferred Stock

At the Closing, AIG and the Treasury Department amended and restated the Series F SPA to provide for the issuance of 20,000 shares of Series G Preferred Stock by AIG to the Treasury Department. The Series G Preferred Stock initially has a liquidation preference of zero, which will increase by the amount of any funds drawn down by AIG under the Series G Drawdown Right from the Closing until March 31, 2012 (or the earlier termination of the Series G Drawdown Right).

At the Closing, (i) the shares of AIG's Series C Perpetual, Convertible, Participating Preferred Stock, par value $5.00 per share (the "Series C Preferred Stock"), held by the Trust were exchanged for 562,868,096 shares of AIG common stock, par value $2.50 per share ("AIG Common Stock"), which were subsequently transferred by the Trust to the Treasury Department; (ii) the shares of AIG's Series E Fixed Rate Non-Cumulative Perpetual Preferred Stock, par value $5.00 per share (the "Series E Preferred Stock"), held by the Treasury Department were exchanged for 924,546,133 shares of AIG Common Stock; and (iii) the shares of the Series F Preferred Stock held by the Treasury Department were exchanged for (a) the SPV Preferred Interests, (b) 20,000 shares of the Series G Preferred Stock and (c) 167,623,733 shares of AIG Common Stock. As a result of the Recapitalization, the Treasury Department holds 1,655,037,962 shares of newly issued AIG Common Stock, representing ownership of approximately 92 percent of the outstanding AIG Common Stock, and 20,000 shares of Series G Preferred Stock. After this share exchange and distribution were completed, the Trust terminated pursuant to the terms and conditions of the Trust Agreement.

The issuance of AIG Common Stock in connection with the exchange for the Series C Preferred Stock, the Series E Preferred Stock and the Series F Preferred Stock will significantly affect the determination of net income attributable to common shareholders and the weighted average shares outstanding, both of which are used to compute earnings per share.

Recapitalization Closing Agreements

On January 14, 2011, AIG entered into the following definitive agreements (collectively, the "Recapitalization Closing Agreements"):

- the Amended and Restated Purchase Agreement among AIG, the Treasury Department and the FRBNY (providing for the Series G Drawdown Right);
- the Guarantee, Pledge and Proceeds Application Agreement among AIG, the AIA SPV, the ALICO SPV, AIG Capital Corporation, AIG Funding, Inc. and AIG Life Holdings (International) LLC (providing for security for and guarantees of AIG's obligation to repay the SPV Intercompany Loans and other obligations);
- the AIA Aurora LLC Intercompany Loan Agreement, dated as of January 14, 2011, by and between the AIA SPV and AIG (providing for the SPV Intercompany Loan made by the AIA SPV);
- ALICO Holdings LLC Intercompany Loan Agreement, dated as of January 14, 2011, by and between the ALICO SPV and AIG (providing for the SPV Intercompany Loan made by the ALICO SPV);
- the Registration Rights Agreement between AIG and the Treasury Department (providing for registration rights in favor of the Treasury Department with respect to the shares of AIG Common Stock issued at Closing); and
- the Agreement to Amend Warrants between AIG and the Treasury Department (providing that the warrants (the "Treasury Warrants") to purchase AIG Common Stock held by the Treasury Department prior to the Recapitalization will remain outstanding following the Closing, but no adjustment will be made to the terms of the Treasury Warrants as a result of the Recapitalization).

The Recapitalization Closing Agreements are attached hereto as Exhibit 2.1 and Exhibits 99.1 through 99.5 and incorporated into this Item 1.01 by reference.

Distribution to AIG's Common Shareholders of Warrants to Purchase AIG Common Stock

As part of the Recapitalization, on January 19, 2011, AIG will distribute to the holders of record of AIG Common Stock on January 13, 2010, by means of a dividend, 10-year warrants to purchase a total of up to 75 million shares of AIG Common Stock at an exercise price of $45.00 per share. None of the Trust, the Treasury Department or the FRBNY will receive these warrants. For more information on these warrants, see AIG's Current Reports on Form 8-K dated January 7, 2011 and January 12, 2011.

Satisfaction of Conditions to New Credit Facility Agreements

In addition, on January 14, 2011, all conditions to closing under the (i) $1,500,000,000 Three-Year Credit Agreement (the "Three-Year Credit Agreement") among AIG, the subsidiary borrowers party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent; (ii) $1,500,000,000 364-Day Credit Agreement (the "364-Day Credit Agreement" and together with the Three-Year Credit Agreement, the "AIG Credit Agreements") among AIG, the subsidiary borrowers party thereto, the lenders party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent; and (iii) $1,300,000,000 Letter of Credit and Reimbursement Agreement among a wholly-owned subsidiary of AIG ("Chartis"), the lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and each Several L/C Agent Party thereto (the "Letter of Credit Agreement" and, together with the AIG Credit Agreements, the "New Credit Facility Agreements"), were satisfied. Accordingly, the facilities provided by the New Credit Facility Agreements are now available to AIG or Chartis, as the case may be. The New Credit Facility Agreements are described in AIG's Current Report on Form 8-K filed December 27, 2010.

Item 1.02. Termination of a Material Definitive Agreement.

As discussed above, on January 14, 2011, AIG repaid to the FRBNY approximately $21 billion in cash, representing complete repayment of all amounts owing under the FRBNY Credit Facility, and the FRBNY Credit Facility was terminated. The repayment and termination of the FRBNY Credit Facility will result in an approximately $3.6 billion charge in the first quarter of 2011, representing the remaining balance of the prepaid commitment fee asset.

Section 3 — Securities and Trading Markets

Item 3.02 Unregistered Sales of Equity Securities.

As discussed above, on January 14, 2011, AIG issued 1,655,037,962 shares of AIG Common Stock and 20,000 shares of Series G Preferred Stock in exchange for (i) the shares of Series C Preferred Stock held by the Trust, (ii) the shares of Series E Preferred Stock held by the Treasury Department and (iii) together with other consideration, the shares of Series F Preferred Stock held by the Treasury Department, in transactions that were exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Section 4(2) of the Securities Act.

Item 3.03. Material Modification to Rights of Security Holders.

The Treasury Department, as holder of the Series G Preferred Stock, will have preferential dividend and liquidation rights over the holders of AIG Common Stock, and the terms of the Series G Preferred Stock require AIG to obtain the consent of the Treasury Department to pay any dividend on AIG Common Stock or to repurchase shares of AIG Common Stock (in each case subject to limited exceptions). The terms of the Series G Preferred Stock are set forth in the related Certificate of Designations, which was filed with the Secretary of State of the State of Delaware on January 14, 2011, is attached hereto as Exhibit 3.1 and is incorporated into this Item 3.03 by reference.

Section 5 — Corporate Governance and Management

Item 5.01. Changes in Control of Registrant.

As a result of the Recapitalization, the Trust, which previously held all 100,000 shares of the Series C Preferred Stock, which were entitled to approximately 79.8 percent of the voting power of AIG shareholders entitled to vote on any particular matter, is no longer

an AIG shareholder, and the Treasury Department now holds approximately 92 percent of the outstanding shares of AIG Common Stock. Accordingly, a change in control of AIG, as determined under SEC rules, may be deemed to have occurred.

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

On January 14, 2011, AIG filed with the Secretary of State of the State of Delaware: (i) a Certificate of Designations to its Amended and Restated Certificate of Incorporation establishing the terms of the Series G Preferred Stock (a copy of which is attached hereto as Exhibit 3.1 and incorporated into this Item 5.03 by reference) and (ii) Certificates of Elimination to its Amended and Restated Certificate of Incorporation eliminating all matters set forth in (a) the Series C Certificate of Designations with respect to the Series C Preferred Stock; (b) the Series E Certificate of Designations with respect to the Series E Preferred Stock; and (c) the Series F Certificate of Designations with respect to the Series F Preferred Stock (copies of which filings are attached hereto as Exhibits 3.1 through 3.4 and incorporated into this Item 5.03 by reference).

Section 9 — Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d)	Exhibits.
2.1	Amended and Restated Purchase Agreement, dated as of January 14, 2011, among AIG, the Treasury Department, and the FRBNY.
3.1	American International Group, Inc. Certificate of Designations of Series G Cumulative Mandatory Convertible Preferred Stock.
3.2	American International Group, Inc. Certificate of Elimination of Series C Perpetual, Convertible, Participating Preferred Stock.
3.3	American International Group, Inc. Certificate of Elimination of Series E Fixed Rate Non-Cumulative Perpetual Preferred Stock.
3.4	American International Group, Inc. Certificate of Elimination of Series F Fixed Rate Non-Cumulative Perpetual Preferred Stock.
99.1	Guarantee, Pledge and Proceeds Application Agreement, dated as of January 14, 2011 among AIG, AIA Aurora LLC and ALICO Holdings LLC, as Guarantors, and AIA Aurora LLC, ALICO Holdings LLC, AIG Capital Corporation, AIG Funding, Inc. and AIG Life Holdings (International) LLC as the Secured Parties.
99.2	AIA Aurora LLC Intercompany Loan Agreement, dated as of January 14, 2011, by and between AIA Aurora LLC and AIG.
99.3	ALICO Holdings LLC Intercompany Loan Agreement, dated as of January 14, 2011, by and between ALICO Holdings LLC and AIG.
99.4	Registration Rights Agreement, dated as of January 14, 2011, between AIG and the Treasury Department.
99.5	Agreement to Amend Warrants, dated as of January 14, 2011, between AIG and the Treasury Department.

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: January 14, 2011

By: /s/ Kathleen E. Shannon
Name: Kathleen E. Shannon
Title: Senior Vice President and Deputy General Counsel

EXHIBIT INDEX

Exhibit No.	Description
2.1	Amended and Restated Purchase Agreement, dated as of January 14, 2011, among AIG, the Treasury Department, and the FRBNY.
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3.2	American International Group, Inc. Certificate of Elimination of Series C Perpetual, Convertible, Participating Preferred Stock.
3.3	American International Group, Inc. Certificate of Elimination of Series E Fixed Rate Non-Cumulative Perpetual Preferred Stock.
3.4	American International Group, Inc. Certificate of Elimination of Series F Fixed Rate Non-Cumulative Perpetual Preferred Stock.
99.1	Guarantee, Pledge and Proceeds Application Agreement, dated as of January 14, 2011 among AIG, AIA Aurora LLC and ALICO Holdings LLC, as Guarantors, and AIA Aurora LLC, ALICO Holdings LLC, AIG Capital Corporation, AIG Funding, Inc. and AIG Life Holdings (International) LLC as the Secured Parties.
99.2	AIA Aurora LLC Intercompany Loan Agreement, dated as of January 14, 2011, by and between AIA Aurora LLC and AIG.
99.3	ALICO Holdings LLC Intercompany Loan Agreement, dated as of January 14, 2011, by and between ALICO Holdings LLC and AIG.
99.4	Registration Rights Agreement, dated as of January 14, 2011, between AIG and the Treasury Department.
99.5	Agreement to Amend Warrants, dated as of January 14, 2011, between AIG and the Treasury Department.

Exhibit 2.1

AMENDED AND RESTATED PURCHASE AGREEMENT

dated as of

January 14, 2011

among

American International Group, Inc.

United States Department of the Treasury

and

Federal Reserve Bank of New York, solely for the purpose of Section 2.06, Section 2.07, Section 2.08 and Article 4

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AMENDED AND RESTATED PURCHASE AGREEMENT

Recitals:

WHEREAS, American International Group, Inc. (the "**Company**") and the United States Department of the Treasury (the "**Investor**") intend to exchange (the "**Securities Exchange**") 300,000 shares of the Company's Series F Fixed Rate Non-Cumulative Perpetual Preferred Stock (the "**Series F Preferred Stock**") held by the Investor for (i) the preferred units of AIA Aurora LLC (the "**AIA SPV**") and ALICO Holdings LLC (the "**ALICO SPV**", and together with the AIA SPV, the "**SPVs**") purchased by the Company immediately prior to the closing of the Securities Exchange (the "**Purchased AIA/ALICO Preferred Units**"), (ii) 167,623,733 shares (the "**Series F Exchanged Shares**") of the Company's common stock, par value $2.50 per share ("**Common Stock**"), and (iii) 20,000 shares of the Company's Series G Cumulative Mandatory Convertible Preferred Stock, par value $5.00 per share (the "**Series G Preferred Stock**", and together with the Purchased AIA/ALICO Preferred Units and the Series F Exchanged Shares, the "**Exchanged Securities**");

WHEREAS, the Company and the Investor intend to exchange (the "**Draw Down Right Exchange**") a portion of the Company's remaining Series F Drawdown Right in an amount to be designated by the Company pursuant to the Transaction Agreement (as defined below) for the Draw Down Right described in Article 2 hereof;

WHEREAS, the Securities Exchange and the Draw Down Right Exchange will be governed by this amendment and restatement of the Existing Series F Purchase Agreement (the "**Amended SPA**") and the Master Transaction Agreement among the Company, the Investor, the Federal Reserve Bank of New York ("**FRBNY**"), the SPVs and the AIG Credit Facility Trust (the "**Transaction Agreement**");

WHEREAS, the Board of Directors of the Company has determined that the aggregate value to be received by the Company in the Securities Exchange and Draw Down Right Exchange is at least equal to the aggregate par value of the Series G Preferred Stock; and

WHEREAS, the Investor and the AIG Credit Facility Trust have tendered their consent for the issuance of the Series G Preferred Stock;

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, the parties agree as follows:

ARTICLE 1
SECURITIES EXCHANGE; CLOSING

Section 1.01. *Securities Exchange.* On the terms and subject to the conditions set forth in this Amended SPA and the Transaction Agreement, the Investor agrees to deliver to the Company the share certificate representing 300,000 shares of Series F Preferred Stock (the

"**Series F Preferred Stock Certificate**") with an aggregate liquidation preference equal to the sum of (i) $7,543,068,000 plus (ii) any amounts drawn under the Series F Drawdown Right between September 30, 2010 (the "**Announcement Date**") and the Closing Date, including the Series F Closing Drawdown Amount, and the Company agrees to deliver to the Investor (a) a share certificate representing 20,000 shares of Series G Preferred Stock (if applicable), (b) certificates evidencing the Series F Exchanged Shares and (c) certificates in proper form evidencing the Purchased AIA/ALICO Preferred Units acquired by the Company pursuant to the Transaction Agreement on the Closing Date duly endorsed or accompanied by proper evidence of transfer and assignment, it being understood that the delivery to the Investor of certificates and instruments substantially the same as those delivered by the FRBNY to the Company, duly endorsed or accompanied by proper evidence of transfer and assignment, shall satisfy the requirements of this clause (c).

Section 1.02. *Closing.* On the terms and subject to the conditions set forth in this Amended SPA and the Transaction Agreement, the closing of the Securities Exchange shall take place at the Closing on the Closing Date.

Section 1.03. *Interpretation.* When a reference is made in this Amended SPA to "Recitals," "Articles," "Sections" or "Annexes" such reference shall be to a Recital, Article or Section of, or Annex to, this Amended SPA. The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. References to "herein", "hereof", "hereunder" and the like refer to this Amended SPA as a whole and not to any particular section or provision, unless expressly stated otherwise herein. The table of contents and headings contained in this Amended SPA are for reference purposes only and are not part of this Amended SPA. Whenever the words "include," "includes" or "including" are used in this Amended SPA, they shall be deemed followed by the words "without limitation." "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Amended SPA, as this Amended SPA is the product of negotiation between sophisticated parties advised by counsel. All references to "$" or "dollars" mean the lawful currency of the United States of America. Except as expressly stated in this Amended SPA, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Agreement.

ARTICLE 2

DRAW DOWN RIGHT EXCHANGE AND RELATED MATTERS

Section 2.01. *Draw Down Right Exchange.* In exchange for the portion of the Series F Drawdown Right designated by the Company pursuant to Section 4.01 of the Transaction Agreement, the Investor agrees to provide to the Company from time to time on or after the Closing Date and prior to the Termination Date (as defined below), in each case subject to and on the terms and conditions set forth herein immediately available funds in an amount up to, but not in excess of, the Available Amount, as determined from time to time (the "**Draw Down Right**"); *provided* that in no event shall the aggregate amount funded under the Draw Down Right exceed $2,000,000,000 (two billion dollars). "**Available Amount**" means, as of any date of determination, (a) the Series G Designated Amount *minus* (b) the aggregate amount previously drawn on the Draw Down Right; *provided* that the Available Amount shall not be reduced below zero. Amounts provided under the Draw Down Right shall be used to fund the purchase from the FRBNY of AIA/ALICO Preferred Units in accordance with Section 2.07 or may be used by the Company for general corporate purposes; *provided* that no funds provided to the Company pursuant to the Draw Down Right shall be used to pay annual bonuses or other future cash performance awards to executives of the Company or employees of the Company and its subsidiaries who participate in the Company's Senior Partners Plan. The portion of the Available Amount that may be used by the Company for general corporate purposes is referred to herein as the **"General Corporate Purposes Available Amount,"** and the portion of the Available Amount available to fund the Company's purchase of the AIA/ALICO Preferred Units is referred to herein as the **"Preferred Units Exchange Available Amount."** Initially, each of the General Corporate Purposes Available Amount and the Preferred Units Exchange Available Amount shall equal the Available Amount, and each such amount shall be reduced when and to the extent the Available Amount is reduced. In addition, the General Corporate Purposes Available Amount, but not the Preferred Units Exchange Available Amount, shall be subject to reduction as described in Section 2.07. Notwithstanding the foregoing or anything to the contrary in this Amended SPA, if the Series G Designated Amount is equal to zero and no amount other than the Series F Closing Drawdown Amount is drawn by the Company under the Series F Drawdown Right between the Announcement Date and the Closing Date, the Draw Down Right shall not be created and no shares of Series G Preferred Stock shall be provided to the Investor as part of the Securities Exchange.

The Series F Drawdown Right shall terminate and be of no further force and effect immediately following the Closing.

Section 2.02. *Draw Down Right Fee.* As required under the Existing Series F Purchase Agreement, the Company shall pay to the Investor from the operating cash flow of the Company an aggregate amount of $165,000,000 (the "**Draw Down Right Fee**"), representing a fee payable to the Investor for the agreement by the Investor to create the Series F Drawdown Right. The Draw Down Right Fee shall be payable to the Investor in two payments, the first of which shall be in the amount of $55,000,000 and payable on December 17, 2010, and the second of which shall be in the amount of $110,000,000 and payable on the earlier of (i) a Termination Date (as defined in clauses (i), (iii), (iv) and (v) of the definition thereof) and (ii) the first date on which

both the Available Amount and the aggregate liquidation preference of the outstanding shares of Series G Preferred Stock equal zero; *provided* that, notwithstanding the foregoing, if the Series G Designated Amount is equal to zero and no amount other than the Series F Closing Drawdown Amount is drawn by the Company under the Series F Drawdown Right between the Announcement Date and the Closing Date, the amount equal to $165,000,000 *minus* any portion of the Draw Down Right Fee paid prior to the Closing Date shall be immediately payable on the Closing Date. If any portion of the Draw Down Right Fee would otherwise be payable on a day that is not a Business Day, such portion of the Draw Down Right Fee shall instead be payable on the next Business Day.

Section 2.03. *Draws on Draw Down Right for General Corporate Purposes.* Subject to the fulfillment or waiver of the conditions to each drawdown as set forth in Section 2.05, at any time on or after the Closing Date and prior to the Termination Date, the Company's Chief Executive Officer, Chief Financial Officer or Treasurer may, on behalf of the Company, request that the Investor provide immediately available funds to the Company in an amount up to but not in excess of the General Corporate Purposes Available Amount (the "**General Corporate Purposes Drawdown Amount**") as of the date of such request (the "**Drawdown Date**"); *provided* that each request shall be for an amount that equals or exceeds the lesser of (a) $250,000,000 and (b) the General Corporate Purposes Available Amount as of the date of such request. Any such request shall be valid only if it is in writing and specifies the account of the Company to which such funds are to be transferred and contains a certification of the Company's Chief Executive Officer, Chief Financial Officer or Treasurer that the requested amount does not exceed the General Corporate Purposes Available Amount as of the date of such request. The Investor shall provide such funds to the Company within five (5) Business Days of its receipt of such request or such shorter period as may be agreed to by the Company and the Investor, and the aggregate liquidation preference of the Series G Preferred Stock shall increase by the General Corporate Purposes Drawdown Amount as set forth in Section 2.06(b).

Section 2.04. *Termination of Investor's Obligations.* All of the Investor's obligations under and in respect of the Draw Down Right shall terminate on a date (the "**Termination Date**"), which will be the earliest to occur of (i) March 31, 2012 (the "**Conversion Date**"), (ii) the date on which the Available Amount equals zero, (iii) the date the Company has been adjudicated as, or determined by a governmental authority having regulatory authority over the Company or its assets to be, insolvent, (iv) the date the Company becomes the subject of an insolvency, bankruptcy, dissolution, liquidation or reorganization proceeding (including, without limitation, under Title 11, United States Code) (*provided* that in the case of an involuntary proceeding to which the Company has not consented, a termination of all of the Investor's obligations under and in respect of the Draw Down Right shall occur pursuant to this clause (iv) only if and as of the date when 60 days have elapsed since the commencement of such period, without such proceeding having been vacated or set aside during such 60-day period or being subject to a stay at the conclusion of such 60-day period),and (v) the date the Company becomes the subject of an appointment of a trustee, receiver, intervenor or conservator under the Resolution Authority under the Dodd-Frank Wall Street Reform and Consumer Protection Act or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect (each of (iii) through (v), an "**Insolvency Trigger**").

Section 2.05. *Conditions to Closing of Each Drawdown.* The obligation of the Investor to consummate any drawdown pursuant to Section 2.03 on or following the Closing Date is subject to the fulfillment (or waiver by the Investor), on the applicable Drawdown Date, of each of the following conditions:

(a) an Insolvency Trigger (determined without regard to the proviso in Section 2.04(iv)) has not occurred;

(b) on or before such Drawdown Date, the Company shall have provided to the Investor an outline, in a form reasonably satisfactory to the Investor, of the expected uses by the Company of the General Corporate Purposes Drawdown Amount for such Drawdown Date;

(c) the Investor shall have received a certificate signed on behalf of the Company by the Chief Executive Officer, Chief Financial Officer or Treasurer certifying to the effect that (A) as of such Drawdown Date, the representations and warranties of the Company set forth in the first and last sentences of Section 5.01 of the Transaction Agreement with respect to only the Company, Section 5.02(a) of the Transaction Agreement, Section 5.03 of the Transaction Agreement with respect to the Series G Preferred Stock and the shares of Common Stock issuable upon conversion of the Series G Preferred Stock only and Section 5.05(a) of the Transaction Agreement with respect to this Amended SPA only are true and correct in all material respects as though made on and as of such Drawdown Date (other than representations and warranties that by their terms speak as of another date, which representations and warranties shall be true and correct in all material respects as of such other date, and the representations in Section 5.02(a) of the Transaction Agreement, which speak only as of the Closing Date) and (B) the Company shall have performed in all material respects all obligations required to be performed by it under this Amended SPA and the Transaction Agreement on or prior to such Drawdown Date; and

(d) the Company shall have delivered to the Investor a written opinion from counsel to the Company (which may be internal counsel), addressed to the Investor and dated as of the Drawdown Date, in substantially the form attached hereto as Annex B.

Section 2.06. *Initial Liquidation Preference; Changes to Liquidation Preference.*

(a) The aggregate liquidation preference of the outstanding shares of Series G Preferred Stock immediately following the Closing shall be equal to zero, except that if the Company draws under the Series F Drawdown Right after the Announcement Date and prior to the Closing (other than the Series F Closing Drawdown Amount), the aggregate liquidation preference of the outstanding shares of Series G Preferred Stock immediately following the Closing shall be equal to the sum of (i) the aggregate amount so drawn, plus (ii) an amount to reflect a dividend accrual at a rate of 5% per annum, computed on the basis of a 360-day year of twelve 30-day months, on the aggregate amount(s) so drawn for each calendar day from and including the applicable drawdown date(s) to but excluding the Closing Date.

(b) After Closing, the aggregate liquidation preference of the outstanding shares of Series G Preferred Stock shall be automatically increased upon each draw pursuant to Section 2.03 by the General Corporate Purposes Drawdown Amount that is actually funded by the Investor to the Company, and such increase shall occur simultaneously with such funding and shall be allocated ratably to the shares of Series G Preferred Stock.

(c) The aggregate liquidation preference of the outstanding shares of Series G Preferred Stock shall, to the extent dividends are not paid on the relevant Dividend Accrual Date (as defined in Annex A), be automatically increased quarterly as set forth in the Certificate of Designations for the Series G Preferred Stock to reflect the dividends that accrue for each calendar day at a rate of 5% per annum, computed on the basis of a 360-day year of twelve 30-day months, and any such increase shall be allocated ratably to the shares of Series G Preferred Stock.

(d) At any time after the FRBNY no longer holds any AIA/ALICO Preferred Units, the Company may, following the delivery of at least five (5) Business Days' prior written notice to the Investor, pay the Investor an amount in cash that will be allocated to reduce the aggregate liquidation preference of the Series G Preferred Stock. Any such decrease shall occur simultaneously with the payment of such amount to the Investor and shall be allocated ratably to the shares of Series G Preferred Stock.

(e) If at any time after the Closing and prior to the Conversion Date the Company completes a public offering for cash of Common Stock or securities or instruments convertible into (or exchangeable or exercisable for) equity securities (other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form) (an "**Equity Offering**"), the provisions of Sections 2.07 and 2.08 shall apply, and the aggregate liquidation preference of the Series G Preferred Stock shall be adjusted as set forth in such sections.

(f) At any time when the FRBNY holds AIA/ALICO Preferred Units, the Company may, by delivering at least five (5) Business Days' prior written notice to the Investor and to the FRBNY, purchase AIA/ALICO Preferred Units from the FRBNY for a purchase price in cash equal to the aggregate AIA/ALICO Preferred Unit Amounts for such AIA/ALICO Preferred Units at the time of purchase; *provided* that the aggregate purchase price of the units so purchased shall not exceed the aggregate liquidation preference of the Series G Preferred Stock on the purchase date. The allocation between preferred units of the AIA SPV and the ALICO SPV will be as set forth in Section 4.02(b) of the Transaction Agreement as though the AIA/ALICO Preferred Units purchased from the FRBNY were "Purchased AIA/ALICO Preferred Units" for purposes of the Transaction Agreement, unless otherwise agreed to by the Investor and the FRBNY. Immediately following such purchase, the Company shall deliver such AIA/ALICO Preferred Units to the Investor, along with such instruments of transfer and assignment and other documentation as may be reasonably required to evidence that such AIA/ALICO Preferred Interests have been transferred to the Investor, it being understood that the delivery to the Investor of certificates and instruments substantially the same as those delivered by the FRBNY to the Company, duly endorsed or accompanied by proper evidence of transfer and assignment, shall satisfy the requirements of this sentence, in exchange for a

reduction in the aggregate liquidation preference of the Series G Preferred Stock by the amount of the purchase price of such AIA/ALICO Preferred Units. Any such decrease shall occur simultaneously with the transfer of the AIA/ALICO Preferred Units to the Investor and shall be allocated ratably to the shares of Series G Preferred Stock.

(g) On the Conversion Date, if the FRBNY then holds any AIA/ALICO Preferred Units, the provisions of Section 2.07 shall apply and the aggregate liquidation preference of the Series G Preferred Stock shall be adjusted as set forth in such section.

Section 2.07. *Deferred Exchange.*

(a) If the FRBNY holds any AIA/ALICO Preferred Units (x) on any date on which the Company closes an Equity Offering or (y) on the Conversion Date (each such date, a "**Deferred Exchange Date**"), then the following transactions (collectively, a "**Deferred Exchange**") shall occur on such Deferred Exchange Date (and, in the case of a Deferred Exchange on the Conversion Date, immediately prior to the conversion of the Series G Preferred Stock into shares of Common Stock as set forth in the Certificate of Designations for the Series G Preferred Stock) all of which will be deemed to occur substantially contemporaneously:

(i) the Company shall purchase from the FRBNY AIA/ALICO Preferred Units (the "**Deferred Purchased AIA/ALICO Preferred Units**") the aggregate AIA/ALICO Preferred Unit Amount of which as of the Deferred Exchange Date (the "**Purchase Price**") is equal to the least of (A) the sum of the then Preferred Units Exchange Available Amount and the then aggregate liquidation preference of the Series G Preferred Stock, (B) the AIA/ALICO Preferred Units Aggregate Amount as of such time of the AIA/ALICO Preferred Units held by the FRBNY, (C) in the case of a Deferred Exchange following an Equity Offering only, the Net Offering Proceeds and (D) in the case of a Deferred Exchange on the Conversion Date only, the Preferred Units Exchange Available Amount;

(ii) the Company shall draw pursuant to the Draw Down Right an amount (such amount, the "**Deferred Preferred Units Drawdown Amount**") equal to the lesser of (A) the Purchase Price and (B) the Preferred Units Exchange Available Amount;

(iii) the aggregate liquidation preference of the Series G Preferred Stock shall increase by the Deferred Preferred Units Drawdown Amount;

(iv) the Company shall deliver to the FRBNY in cash the Purchase Price;

(v) the FRBNY shall deliver to the Company the Deferred Purchase AIA/ALICO Preferred Units, along with such instruments of transfer and assignment and other documentation as may be reasonably required to evidence that such AIA/ALICO Preferred Units have been transferred to the Company (and, unless otherwise agreed by the FRBNY and the Investor, the allocation between preferred units of the AIA SPV and the ALICO SPV will be as set forth in Section 4.02(b) of the Transaction Agreement as

though the AIA/ALICO Preferred Units purchased from the FRBNY were "Purchased AIA/ALICO Preferred Units" for purposes of the Transaction Agreement);

(vi) the Company shall deliver the Deferred Purchased AIA/ALICO Preferred Units to the Investor along with such instruments of transfer and assignment and other documentation as may be reasonably required to evidence that such AIA/ALICO Preferred Units have been transferred to the Investor, it being understood that the delivery to the Investor of certificates and instruments substantially the same as those delivered by the FRBNY to the Company, duly endorsed or accompanied by proper evidence of transfer and assignment, shall satisfy the requirements of this clause (vi); and

(vii) the aggregate liquidation preference of the Series G Preferred Stock shall be reduced by an amount equal to the Purchase Price.

Any reduction or increase in the aggregate liquidation preference of the Series G Preferred Stock pursuant to clause (a) above shall be allocated ratably to the shares of Series G Preferred Stock.

(b) Notwithstanding Section 2.05 hereof, for purposes of a Deferred Exchange, the only condition to the drawdown of all or a portion of the Preferred Units Exchange Available Amount in connection with such Deferred Exchange is that the Deferred Purchased AIA/ALICO Preferred Units will be delivered to the Investor at the closing of such Deferred Exchange. The Company shall provide to the Investor and the FRBNY a minimum of two (2) Business Days' written notice prior to the date on which it closes an Equity Offering.

Section 2.08. *Equity Offering.* If the Company closes an Equity Offering prior to the Conversion Date, then the amount of the Net Offering Proceeds shall be deemed to be applied by the Company for purposes of this Amended SPA as follows:

(a) *first*, if the FRBNY then holds AIA/ALICO Preferred Units, the Net Offering Proceeds shall be deemed to be applied to purchase AIA/ALICO Preferred Units pursuant to Section 2.07 in the amount of the Deferred Preferred Units Drawdown Amount (it being understood that the amount actually applied to such purchase shall be the amount drawn down pursuant to the Draw Down Right as set forth in Section 2.07(a)(ii)); *provided* that if the then Preferred Units Exchange Available Amount is less than the Purchase Price (as determined pursuant to Section 2.07(a)(i)), the amount of any such shortfall shall be paid by the Company to the FRBNY as part of its payment to the FRBNY pursuant to Section 2.07(a)(iv) (which, for clarity, shall also be deemed to be an application of Net Offering Proceeds for purposes of this Section 2.08);

(b) *second*, the amount of any Net Offering Proceeds not deemed to be applied pursuant to Section 2.08(a) shall, after reducing the Available Amount for any amounts drawn down pursuant to the Draw Down Right as set forth in Section 2.07(a)(ii), be deemed to be applied to reduce any remaining General Corporate Purposes Available Amount on a dollar-for-dollar basis; and

(c) *third*, the amount of any Net Offering Proceeds not deemed to be applied pursuant to Section 2.08(a) or Section 2.08(b) shall be paid by the Company to the Investor as necessary to reduce any remaining aggregate liquidation preference of the Series G Preferred Stock, including any accrued and unpaid dividends thereon (any such reduction to be allocated ratably to the shares of Series G Preferred Stock).

The Company shall retain any remaining Net Offering Proceeds for such purposes as it deems necessary or desirable. "**Net Offering Proceeds**" means the gross proceeds of an Equity Offering less all Registration Expenses and Selling Expenses, each as defined in the Registration Rights Agreement dated as of the date of this Amended SPA between the Investor and the Company (the "**Registration Rights Agreement**").

Section 2.09. *Examples of Deferred Exchanges.* For greater clarity with respect to the construction and application of Sections 2.07 and 2.08, the parties agree that (a) the examples of hypothetical Deferred Exchanges attached hereto as Annex C, which shall be a part of this Amended SPA for all purposes, reflect the intended construction and application of, and are consistent in all respects with, such Sections, and (b) no Deferred Exchange shall be effected in a manner that is, or that would require an interpretation of Section 2.07 or Section 2.08 that would be, inconsistent with such examples.

Section 2.10. *Records.* The Company shall duly mark its records and the transfer agent for the Series G Preferred Stock (the "**Transfer Agent**") shall complete the Schedule of Changes of the Series G Preferred Stock Liquidation Preference in the form attached to the Series G Preferred Share Certificate (as defined in the Certificate of Designations for the Series G Preferred Stock) to reflect each increase or decrease in the liquidation preference of the Series G Preferred Stock contemplated herein (but, for the avoidance of doubt, such increase or decrease shall be effective regardless of whether the Company has properly marked its records or the Transfer Agent has properly completed such schedule).

ARTICLE 3
Covenants and Additional Agreements

Section 3.01. *Equity Offering.* The Company will use commercially reasonable efforts (after taking into account the price of shares of Common Stock and/or other securities to be offered) to effect an Equity Offering during the period beginning on the date AIG files its Annual Report on Form 10-K for the year ended December 31, 2010 and ending on June 30, 2011 with Net Offering Proceeds equal to or greater than the sum of (i) the Series G Designated Amount plus (ii) any amounts drawn under the Series F Drawdown Right during the period between the Announcement Date and the Closing Date (other than the Series F Closing Drawdown Amount).

Section 3.02. *Return and Cancellation.* If at any time the Available Amount and the Liquidation Amount (as defined in the Certificate of Designations for the Series G Preferred

Stock) are both equal to zero, the Investor shall return the outstanding shares of Series G Preferred Stock to the Company for cancellation in exchange for an amount in cash per share of Series G Preferred Stock equal to the accrued and unpaid dividends on such share, if any, that have not been added to the Liquidation Amount, and the Company shall cancel the shares of the Series G Preferred Stock so returned.

Section 3.03. *Further Assurances*. Subject to the terms and conditions of this Amended SPA, each of the parties will use its commercially reasonable efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or desirable, or advisable under applicable laws, so as to permit consummation of the Securities Exchange and the Draw Down Right Exchange as promptly as practicable and otherwise to enable consummation of the transactions contemplated hereby and shall use commercially reasonable efforts to cooperate with the other parties to that end.

Section 3.04. *Sufficiency of Authorized Common Stock.* During the period from the time the Conversion Price (as defined in the Certificate of Designations for the Series G Preferred Stock) is established until the Conversion Date, the Company shall at all times have reserved for issuance, free of preemptive or similar rights, a sufficient number of authorized and unissued shares of Common Stock to effect the conversion of the Series G Preferred Stock (such shares issuable upon conversion, the "**Series G Converted Shares**") and the shares of Common Stock issuable upon exercise of the warrant received by the Investor pursuant to the Existing Series F Purchase Agreement (such warrant, the "**Warrant**" and the shares of underlying Common Stock, the "**Warrant Shares**"). Nothing in this Section 3.04 shall preclude the Company from satisfying its obligations in respect of the conversion of the Series G Preferred Stock or the exercise of the Warrant by delivery of shares of Common Stock that are held in the treasury of the Company.

Section 3.05. *Purchase of Restricted Securities.* The Investor acknowledges that the Exchanged Securities have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or under any state securities laws. The Investor (a) is acquiring the Exchanged Securities pursuant to an exemption from registration under the Securities Act with no present intention to distribute them to any person in violation of the Securities Act or any applicable U.S. state securities laws, (b) will not sell or otherwise dispose of any of the Exchanged Securities, except in compliance with the registration requirements or exemption provisions of the Securities Act and any applicable U.S. state securities laws, and (c) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of the Securities Exchange and of making an informed investment decision.

Section 3.06. *Legends.*

(a) The Investor agrees that all certificates or other instruments representing the Series G Preferred Stock will bear a legend substantially to the following effect:

"THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE

"SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF OR HEDGED IN ANY MANNER (INCLUDING THROUGH THE ENTRY INTO CASH-SETTLED DERIVATIVE INSTRUMENTS) (A) AT ANY TIME ON OR PRIOR TO THE TERMINATION DATE, EXCEPT TO A SPECIAL PURPOSE VEHICLE WHOLLY-OWNED BY THE UNITED STATES DEPARTMENT OF THE TREASURY, AND (B) AT ANY TIME AFTER THE TERMINATION DATE EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS AND IN COMPLIANCE WITH SUCH LAWS."

(b) The Investor agrees that all certificates or other instruments or instructions representing the Series F Exchanged Shares, the Series G Converted Shares and the Warrant Shares will bear a legend or contain restrictions substantially to the following effect:

"THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF OR HEDGED IN ANY MANNER (INCLUDING THROUGH THE ENTRY INTO CASH-SETTLED DERIVATIVE INSTRUMENTS) EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS AND IN COMPLIANCE WITH SUCH LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND SUCH LAWS."

(c) The Investor agrees that all certificates or other instruments representing the AIA/ALICO Preferred Units will bear a legend substantially to the following effect:

"THE SECURITIES REPRESENTED BY THIS INSTRUMENT ARE GOVERNED BY THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF [_____] LLC IN EFFECT FROM TIME TO TIME, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY NON-U.S. OR STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH SUCH AGREEMENT AND SUCH ACT OR SUCH LAWS.

THE SECURITIES REPRESENTED BY THIS INSTRUMENT AND THE RIGHTS THEREUNDER ARE GOVERNED BY THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF [_____] LLC IN EFFECT FROM TIME TO TIME AND SHALL TERMINATE UPON THE PREFERRED REDEMPTION (AS DEFINED THEREIN)."

(d) In the event that any of the Series F Exchanged Shares, the Series G Converted Shares and the Warrant Shares (i) become registered under the Securities Act or (ii) are eligible to be transferred without restriction in accordance with Rule 144 or another exemption from registration under the Securities Act (other than Rule 144A), the Company shall issue (or authorize the issuance of) new certificates or other instruments representing such Series F Exchanged Shares, Series G Converted Shares or Warrant Shares, which shall not contain the applicable legends in clause (b) above and in the Existing Series F Purchase Agreement; *provided* that the Investor surrenders to the Company the previously issued certificates or other instruments. Upon Transfer of all or a portion of the Warrant in compliance with Section 3.08 the Company shall issue new certificates or other instruments representing the Warrant, which shall not contain any restrictive legend; *provided* that the Investor surrenders to the Company the previously issued certificates or other instruments.

Section 3.07. *Certain Transactions.* The Company will not merge or consolidate with, or sell, transfer or lease all or substantially all of its property or assets to, any other party unless (i) the successor, transferee or lessee party (or its ultimate parent entity), as the case may be (if not the Company), expressly assumes the due and punctual performance and observance of each and every covenant, agreement and condition of this Amended SPA to be performed and observed by the Company or (ii) the Investor agrees otherwise in writing.

Section 3.08. *Transfer of Series G Preferred Stock, Series F Exchanged Shares, the Series G Converted Shares, the Warrant and the Warrant Shares.* The Investor shall not transfer or hedge in any manner (including through the entry into cash-settled derivative instruments) the Series G Preferred Stock prior to the Termination Date; *provided* that the Investor may transfer the Series G Preferred Stock, in whole or in part, to a special purpose vehicle wholly-owned by the Investor; *provided, further,* that any such transfer shall not relieve the Investor of its obligations under or in respect of the Draw Down Right. Subject to compliance with Section 3.06, any agreement binding on the Investor and applicable securities laws, the Investor shall be permitted to transfer, sell, assign or otherwise dispose of ("**Transfer**") all or a portion of the Series F Exchanged Shares, the Series G Converted Shares, the Warrant or the Warrant Shares at any time, and the Company shall take all steps as may be reasonably requested by the Investor to facilitate the Transfer of the Series F Exchanged Shares, the Series G Converted Shares, the Warrant or the Warrant Shares.

Section 3.09. *Voting of Warrant Shares.* Notwithstanding anything in this Amended SPA to the contrary, the Investor shall not exercise any voting rights with respect to the Warrant Shares.

Section 3.10. *Restriction on Dividends and Repurchases.* So long as the Series G Preferred Stock is outstanding, neither the Company nor any subsidiary of the Company shall, without the consent of the Investor:

(a) declare or pay any dividend or make any distribution on the Common Stock other than (i) dividends payable solely in shares of Common Stock, (ii) the dividend of warrants contemplated by Section 9.04 of the Transaction Agreement and (iii) dividends or distributions

of rights or Junior Stock in connection with a stockholders' rights plan or a tax asset protection plan; or

(b) redeem, purchase or acquire any shares of Common Stock or other capital stock or other equity securities of any kind of the Company, or any junior subordinated debentures underlying trust preferred securities issued by the Company or any Affiliate of the Company, other than (i) redemptions, purchases or other acquisitions of any such securities held by the Investor, (ii) redemptions, purchases or other acquisitions of the Series G Preferred Stock, (iii) redemptions, purchases or other acquisitions of shares of Common Stock or other Junior Stock, in each case in this clause (iii) in connection with the administration of any "**employee benefit plan**" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974) in the ordinary course of business (including purchases to offset the Share Dilution Amount (as defined below) pursuant to a publicly announced repurchase plan) and consistent with past practice or to satisfy applicable tax withholdings with respect to employee equity-based compensation; *provided* that any purchases to offset the Share Dilution Amount shall in no event exceed the Share Dilution Amount, (iv) any redemption or repurchase of rights pursuant to any stockholders' rights plan or tax asset protection plan, (v) the acquisition by the Company or any of the subsidiaries of the Company of record ownership in Junior Stock or Parity Stock for the beneficial ownership of any other persons (other than the Company or any other subsidiary of the Company), including as trustees or custodians and (vi) the exchange or conversion of (A) Junior Stock for or into other Junior Stock, (B) Parity Stock for or into other Parity Stock (with the same or lesser aggregate liquidation amount) or Junior Stock or (C) junior subordinated debentures underlying trust preferred securities issued by the Company or an Affiliate of the Company for or into Parity Stock (with an aggregate liquidation amount not in excess of the aggregate principal amount of such debentures so exchanged or converted) or Junior Stock, in each case set forth in this clause (vi), solely to the extent required pursuant to binding contractual agreements entered into prior to the date of the Existing Series F Purchase Agreement for the accelerated exercise, settlement or exchange thereof for Common Stock. This Section 3.10(b) shall not be deemed to affect the ability of the Company to redeem, purchase, acquire or exchange its junior subordinated debentures that do not underlie trust preferred securities issued by the Company or an Affiliate of the Company. "**Share Dilution Amount**" means the increase in the number of diluted shares outstanding (determined in accordance with generally accepted accounting principles in the United States, and as measured from the date of the Company's most recently filed financial statements of the Company and its consolidated subsidiaries prior to the Closing Date) resulting from the grant, vesting or exercise of equity-based compensation to employees and equitably adjusted for any stock split, stock dividend, reverse stock split, reclassification or similar transaction.

"**Junior Stock**" means Common Stock and any class or series of stock of the Company (i) initially issued to any person other than the Investor or (ii) initially issued to the Investor and the terms of which expressly provide that it ranks junior to the Series G Preferred Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Company. "**Parity Stock**" means any class or series of stock of the Company the terms of which do not expressly provide that such class or series will rank senior or junior to the Series G Preferred Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the

Company (in each case without regard to whether dividends accrue cumulatively or non-cumulatively).

ARTICLE 4
MISCELLANEOUS

Section 4.01. *Amendment.* No amendment of any provision of this Amended SPA will be effective unless made in writing and signed by an officer or a duly authorized representative of each party; *provided* that the Investor may unilaterally amend any provision of this Amended SPA to the extent required to comply with any changes after the date of this Amended SPA in applicable federal statutes; *provided, further* that the consent of the FRBNY is only required if the FRBNY then holds any AIA/ALICO Preferred Units and such changes are adverse in any respect to the rights of the FRBNY to have such AIA/ALICO Preferred Units purchased by the Company, whether or not such changes relate to Article 2, Section 3.01 or Article 4. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative of any rights or remedies provided by law.

Section 4.02. *Waiver of Conditions.* The conditions to each party's obligation to consummate the Securities Exchange and the Draw Down Right Exchange and the conditions to the Investor's providing funds to the Company on a Drawdown Date or a Deferred Exchange Date are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law. No waiver will be effective unless it is in a writing signed by a duly authorized officer of the waiving party that makes express reference to the provision or provisions subject to such waiver.

Section 4.03. *Governing Law; Submission to Jurisdiction, Etc.* This Amended SPA, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with, United States federal law and not the law of any State. To the extent that a court looks to the laws of any State to determine or define the United States federal law, it is the intention of the parties hereto that such court shall look only to the laws of the State of New York without regard to the rules of conflicts of laws. Each of the parties hereto agrees (a) to submit to the exclusive jurisdiction and venue of the United States District Court for the District of Columbia and the United States Court of Federal Claims for any and all actions, suits or proceedings arising out of or relating to this Amended SPA or the Warrant or the transactions contemplated hereby or thereby (other than any claim against the UST for monetary damages in excess of $10,000, for which each party hereto agrees to submit to the exclusive jurisdiction and venue of the United States Court of Federal Claims), and (b) that notice may be served upon (i) the Company at the address and in the manner set forth for notices to the Company in Section 4.04 and (ii) the Investor and the FRBNY in accordance with federal law. To the extent permitted by applicable law, each of the parties hereto hereby unconditionally waives trial by

jury in any legal action or proceeding relating to this Amended SPA or the Warrant or the transactions contemplated hereby or thereby.

Section 4.04. *Notices.* Any notice, request, instruction or other document to be given hereunder by any party to any other party shall be delivered in the manner provided in Section 12.01 of the Transaction Agreement.

Section 4.05. *Definitions.*

(a) When a reference is made in this Amended SPA to a subsidiary of a person, the term "**subsidiary**" means any corporation, partnership, joint venture, limited liability company or other entity (x) of which such person or a subsidiary of such person is a general partner or (y) of which a majority of the voting securities or other voting interests, or a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or persons performing similar functions with respect to such entity, is directly or indirectly owned by such person and/or one or more subsidiaries thereof; *provided* that no Fund shall be a subsidiary for purposes of this Amended SPA.

(b) The term "**Fund**" means any investment vehicle managed by the Company or an Affiliate of the Company and created in the ordinary course of the Company's asset management business for the purpose of selling Equity Interests in such investment vehicle to third parties. "**Equity Interests**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any entity, and any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any such equity interest.

(c) The term "**Affiliate**" means, with respect to any person, any person directly or indirectly controlling, controlled by or under common control with, such other person. For purposes of this definition, **"control"** (including, with correlative meanings, the terms **"controlled by"** and **"under common control with"**) when used with respect to any person, means the possession, directly or indirectly, of the power to cause the direction of management and/or policies of such person, whether through the ownership of voting securities by contract or otherwise.

Section 4.06. *Assignment.* Neither this Amended SPA nor any right, remedy, obligation nor liability arising hereunder or by reason hereof shall be assignable by any party hereto without the prior written consent of the other parties, and any attempt to assign any right, remedy, obligation or liability hereunder without such consent shall be void, except an assignment in the case of a Business Combination, as defined below, where such party is not the surviving entity, or a sale of substantially all of its assets, to the entity which is the survivor of such Business Combination or the purchaser in such sale. "**Business Combination**" means merger, consolidation, statutory share exchange or similar transaction that requires the approval of the Company's stockholders.

Section 4.07. *Severability.*

(a) The parties intend for the Recapitalization to constitute a single, integrated, non-severable transaction.

(b) Subject to Section 4.07(a), if any term, provision, covenant or restriction of this Amended SPA is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amended SPA shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the Recapitalization is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties shall negotiate in good faith to modify this Amended SPA so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Recapitalization be consummated as originally contemplated to the fullest extent possible.

Section 4.08. *Entire Agreement.* This Amended SPA (including the Annexes hereto), the Transaction Agreement and the Registration Rights Agreement constitute the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof.

Section 4.09. *No Third Party Beneficiaries.* Nothing contained in this Amended SPA, expressed or implied, is intended to confer upon any person or entity other than the Company and the Investor any benefit, right or remedies.

[Signature Page Follows]

In witness whereof, this Amended SPA has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date set forth on the cover page of this Amended SPA.

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Executive Vice President, Treasury and Capital Markets

[Signature Page to Amended and Restated Purchase Agreement]

UNITED STATES DEPARTMENT OF THE TREASURY

By: /s/ Timothy G. Massad
Name: Timothy G. Massad
Title: Acting Assistant Secretary for Financial Stability

[Signature Page to Amended and Restated Purchase Agreement]

solely for the purpose of Section 2.06, Section 2.07, Section 2.08 and Article 4

FEDERAL RESERVE BANK OF NEW YORK

By: /s/ Roseann Stichnoth
Name: Roseann Stichnoth
Title: Executive Vice President

[Signature Page to Amended and Restated Purchase Agreement]

ANNEX A

FORM OF CERTIFICATE OF DESIGNATIONS

CERTIFICATE OF DESIGNATIONS

OF

SERIES G CUMULATIVE MANDATORY CONVERTIBLE PREFERRED STOCK

OF

AMERICAN INTERNATIONAL GROUP, INC.

American International Group, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "**Company**"), hereby certifies that the following resolution was adopted by the Board of Directors of the Company (the "**Board of Directors**") as required by Section 151 of the General Corporation Law of the State of Delaware at a meeting duly held on December 7, 2010.

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors in accordance with the provisions of the Restated Certificate of Incorporation of the Company, as amended (the "**Restated Certificate of Incorporation**"), the Board of Directors hereby creates a series of serial preferred stock, par value $5.00 per share, of the Company, and hereby states the designation and number of shares, and fixes the voting and other powers, and the relative rights and preferences, and the qualifications, limitations and restrictions thereof, as follows:

Series G Cumulative Mandatory Convertible Preferred Stock:

Part 1. *Designation and Number of Shares*. There is hereby created out of the authorized and unissued shares of serial preferred stock of the Company a series of preferred stock designated as the "Series G Cumulative Mandatory Convertible Preferred Stock" (the "**Series G Preferred Stock**"). The authorized number of shares of the Series G Preferred Stock shall be 20,000. Such number of shares may be decreased by resolution of the Board of Directors, subject to the terms and conditions hereof; *provided* that no decrease shall reduce the number of shares of the Series G Preferred Stock to a number less than the number of shares then outstanding.

Part 2. *Standard Provisions*. The Standard Provisions contained in Annex A attached hereto are incorporated herein by reference in their entirety and shall be deemed to be a part of this Certificate of Designations to the same extent as if such provisions had been set forth in full herein.

Part 3. *Definitions*. The following terms are used in this Certificate of Designations (including the Standard Provisions in Annex A hereto) as defined below:

(a) "**Common Stock**" means the common stock, par value $2.50 per share, of the Company.

(b) "**Dividend Accrual Date**" means February 1, May 1, August 1 and November 1 of each year, whether or not such day is a Business Day.

(c) "**Junior Stock**" means the Common Stock and any class or series of stock of the Company (i) initially issued to any person other than the UST (as defined in Section 2 of the Standard Provisions in Annex A attached hereto), or (ii) initially issued to the UST and the terms of which expressly provide that it ranks junior to the Series G Preferred Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Company.

(d) "**Liquidation Amount**" shall initially mean an amount per share equal to $0, and such amount shall be increased and decreased as provided in Section 5 of the Standard Provisions in Annex A attached hereto. Such increase or decrease per share shall be duly reflected in the Schedule of Changes to the Series G Preferred Stock Liquidation Preference attached to the Series G Preferred Share Certificate.

(e) "**Parity Stock**" means any class or series of stock of the Company the terms of which do not expressly provide that such class or series will rank senior or junior to the Series G Preferred Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Company (in each case without regard to whether dividends accrue cumulatively or non-cumulatively).

Part 4. *Certain Voting Matters*. Whether the vote or consent of the holders of a plurality, majority or other portion of the shares of the Series G Preferred Stock has been cast or given on any matter on which the holders of shares of the Series G Preferred Stock are entitled to vote or consent together as a class shall be determined by the Company by reference to the Liquidation Amount of the shares of the Series G Preferred Stock voted or with respect to which a consent has been received as if the Company were liquidated on the record date for such vote or consent, if any, or, in the absence of a record date, on the date for such vote or consent. For purposes of determining the voting rights of the holders of the Series G Preferred Stock under Section 7 of the Standard Provisions forming part of this Certificate of Designations, each holder will be entitled to one vote for each share of Series G Preferred Stock held by such holder.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Company has caused this Certificate of Designations to be signed on its behalf by its _____and attested by its Vice President, Corporate Secretary and Deputy General Counsel this _____ day of _____, 20____.

AMERICAN INTERNATIONAL GROUP, INC.

By: _____
Name:
Title:

ATTEST:

_____
Name:
Title:

[Signature Page to Series G Certificate of Designations]

ANNEX A

STANDARD PROVISIONS

Section 1. *General Matters.* Each share of the Series G Preferred Stock shall be identical in all respects to every other share of the Series G Preferred Stock. The Series G Preferred Stock shall be mandatorily convertible into Common Stock as described in Section 6 hereof. The Series G Preferred Stock (a) shall rank senior to the Junior Stock in respect of the right to receive dividends and the right to receive payments out of the assets of the Company upon voluntary or involuntary liquidation, dissolution or winding up of the Company and (b) shall be of equal rank with Parity Stock as to the right to receive dividends and the right to receive payments out of the assets of the Company upon voluntary or involuntary liquidation, dissolution or winding up of the Company.

Section 2. *Standard Definitions.* As used in this Certificate of Designations with respect to the Series G Preferred Stock:

(a) "**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "**control**" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

(b) "**AIA/ALICO Preferred Units**" has the meaning assigned to it in the Transaction Agreement.

(c) "**Amended Purchase Agreement**" means the Amended and Restated Purchase Agreement dated as of January 14, 2011 among the Company, the UST and the FRBNY, as it may be amended or modified from time to time.

(d) "**Applicable Dividend Rate**" means 5% per annum.

(e) "**Applicable Market Value**" means, with respect to the Mandatory Conversion Date, the Average VWAP per share of Common Stock or per Exchange Property Unit, as appropriate, over the Observation Period. For purposes of calculating the value of an Exchange Property Unit, (x) the value of any publicly-traded common stock included in an Exchange Property Unit shall be determined using the Average VWAP per share of such common stock over the Observation Period, and (y) the value of any other property, including securities other than publicly-traded common stock, included in an Exchange Property Unit will be the value of such property on the first Trading Day of the Observation Period (as determined in good faith by the Board of Directors, whose determination shall be conclusive and described in a Board Resolution).

(f) "**Announcement Date**" means September 30, 2010.

(g) "**Available Amount**" has the meaning assigned to it in the Amended Purchase Agreement.

(h) "**Average VWAP**" means, for the Common Stock, any publicly-traded common stock included in an Exchange Property Unit or any capital stock distributed to holders of Common Stock as contemplated in Section 11(a)(iii) for any period, the average of the VWAP of the Common Stock, such publicly-traded stock or such capital stock for each Trading Day in such period.

(i) "**Board of Directors**" means the board of directors of the Company or any duly authorized committee thereof.

(j) "**Board Resolution**" means one or more resolutions of the Board of Directors, a copy of which has been certified by the Secretary or an Assistant Secretary of the Company, to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification and delivered to the Holders.

(k) "**Business Combination**" means a merger, consolidation, statutory share exchange or similar transaction that requires the approval of the Company's stockholders.

(l) "**Business Day**" means any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

(m) "**Bylaws**" means the bylaws of the Company, as they may be amended from time to time.

(n) "**Certificate of Designations**" means this Certificate of Designations relating to the Series G Preferred Stock, of which these Standard Provisions form a part, as it may be amended from time to time.

(o) "**Charter**" means the Company's Restated Certificate of Incorporation, as amended.

(p) "**Closing Date**" has the meaning assigned to it in the Transaction Agreement.

(q) "**Constituent Person**" has the meaning set forth in Section 11(b).

(r) "**Conversion Price**" shall equal the lesser of (a) $29.29 and (b) 80% of the Average VWAP of the Common Stock over the period of 30 consecutive Trading Days commencing on the Trading Day immediately after the Common Stock trades without the right to receive the Special Dividend (as such term is defined in the Transaction Agreement).

(s) "**Conversion Rate**" per share of Series G Preferred Stock shall mean (i) the sum of the Liquidation Amount for such share of Series G Preferred Stock plus any accrued and unpaid dividends with respect to the period from and including the Dividend Accrual Date immediately preceding the date of such conversion to but excluding such conversion date divided by (ii) the Conversion Price, subject to adjustment pursuant to Section 11.

(t) "**Current Market Price**" means, in respect of a share of Common Stock on any day of determination, the Average VWAP per share of Common Stock over each of the 10

consecutive Trading Days ending on the earlier of the day in question and the day before the "ex date" with respect to the issuance or distribution requiring such computation. For purposes of this definition, the term "**ex date**," when used with respect to any issuance or distribution, shall mean the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

(u) "**Dividend Period**" has the meaning set forth in Section 3.

(v) "**Equity Offering**" has the meaning assigned to it in the Amended Purchase Agreement.

(w) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time.

(x) "**Exchange Property Unit**" has the meaning set forth in Section 11(b).

(y) "**expiration date**" has the meaning set forth in Section 11(a).

(z) "**Expiration Time**" has the meaning set forth in Section 11(a).

(aa) "**FRBNY**" means the Federal Reserve Bank of New York.

(bb) "**General Corporate Purposes Drawdown Amount**" has the meaning assigned to it in the Amended Purchase Agreement.

(cc) "**Holder**" means each record holder of a share of Series G Preferred Stock.

(dd) "**Mandatory Conversion Date**" means March 31, 2012.

(ee) "**Number of Underlying Shares**" means, at any time of determination, a number of shares of Common Stock equal to the number of outstanding shares of Series G Preferred Stock multiplied by the Conversion Rate.

(ff) "**Observation Period**" means the 20 consecutive Trading Day period ending on the third Trading Day immediately preceding the Mandatory Conversion Date.

(gg) "**Officer**" has the meaning set forth in Section 15(b).

(hh) "**Officers' Certificate**" means a certificate signed by the Company's Chief Executive Officer, President, a Senior Vice President or a Vice President and by its Treasurer, an Assistant Treasurer, its Secretary or an Assistant Secretary.

(ii) "**Original Issue Date**" means the date on which shares of the Series G Preferred Stock are first issued, even if the Liquidation Amount is initially zero.

(jj) "**Person**" means a company, an individual, corporation, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other entity.

(kk) "**Preferred Stock**" means any and all series of serial preferred stock of the Company, including the Series G Preferred Stock.

(ll) "**Purchased Shares**" has the meaning set forth in Section 11(a).

(mm) "**record date**" has the meaning set forth in Section 11(a).

(nn) "**Reorganization Event**" has the meaning set forth in Section 11(b).

(oo) "**Restricted Shares Legend**" has the meaning set forth in Section 15(a).

(pp) "**Senior or *Pari Passu* Securities**" has the meaning set forth in Section 7(b)(i).

(qq) "**Series F Closing Drawdown Amount**" has the meaning assigned to it in the Transaction Agreement.

(rr) "**Series F Preferred Stock Purchase Agreement**" means the Securities Purchase Agreement, dated April 17, 2009, between the Company and the UST.

(ss) "**Series G Preferred Share Certificate**" has the meaning set forth in Section 15(a).

(tt) "**Share Dilution Amount**" has the meaning set forth in Section 3(b).

(uu) "**Standard Provisions**" mean these Standard Provisions that form a part of the Certificate of Designations relating to the Series G Preferred Stock.

(vv) "**Termination Date**" has the meaning set forth in the Amended Purchase Agreement.

(ww) "**Trading Day**" means a day on which the Common Stock, any publicly traded common stock included in an Exchange Property Unit or any capital stock distributed to holders of Common Stock as contemplated in Section 11(a)(iii), as the case may be, (i) is not suspended from trading at the close of regular way trading (not including extended or after hours trading) on any national or regional securities exchange or association or over-the-counter market that is the primary market for trading the Common Stock, such publicly-traded common stock or such capital stock, as appropriate, and (ii) has traded at least once regular way on the national securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock, such publicly traded common stock or such capital stock, as appropriate.

(xx) "**Transaction Agreement**" means the Master Transaction Agreement dated December 8, 2010 among the Company, ALICO Holdings LLC, AIA Aurora LLC, the FRBNY, the UST and the AIG Credit Facility Trust, as amended or supplemented from time to time.

(yy) "**Transfer Agent**" has the meaning set forth in Section 16.

(zz) "**UST**" means the United States Department of the Treasury.

(aaa) "**VWAP**" per share of the Common Stock on any Trading Day means the per share volume weighted average price as displayed on Bloomberg (or any successor service) page AIG UN <Equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m., New York City time, on the relevant Trading Day, or if Exchange Property Units have replaced the Common Stock following a Reorganization Event and an Exchange Property Unit includes publicly-traded common stock or if any capital stock or similar equity interests are distributed to holders of Common Stock as contemplated in Section 11(a)(iii), "VWAP" per share of such common stock, capital stock or similar equity units on any Trading Day means the per share volume weighted average price as displayed on Bloomberg (or any successor service) in respect of the period from 9:30 a.m. to 4:00 p.m. New York City time, on the relevant Trading Day, or in either case, if such volume weighted average price is unavailable, VWAP means the market value per share of Common Stock, such publicly-traded common stock or such capital stock or similar equity interests on such Trading Day as determined by a nationally recognized independent investment banking firm retained by the Company for this purpose.

(bbb) "**Warrants**" has the meaning set forth in the Transaction Agreement.

Section 3. *Dividends.*

(a) *Rate*. The Series G Preferred Stock shall accrue dividends with respect to each Dividend Period at a rate per annum equal to the Applicable Dividend Rate of the Liquidation Amount per share of Series G Preferred Stock as of the first day of such Dividend Period; *provided*, that if the Liquidation Amount of a share of Series G Preferred Stock increases during such Dividend Period as provided in Section 5(a), dividends with respect to such increase shall be calculated for the period from and including the date of such increase to, but excluding, the last day of such Dividend Period; *provided further*, that if the Liquidation Amount of a share of Series G Preferred Stock decreases during such Dividend Period as provided in Section 5(c) or (e), dividends with respect to the amount of such decrease shall cease to accrue as of the date of such decrease. Dividends on the Series G Preferred Stock for any period other than a full Dividend Period shall be computed on the basis of a 360-day year of twelve 30-day months. The amount of the dividends per share of Series G Preferred Stock accrued for any Dividend Period shall be added to the Liquidation Amount of such share of Series G Preferred Stock as of the first day of the immediately succeeding Dividend Period, unless dividends in such amount are declared for such Dividend Period by the Board of Directors out of assets legally available therefor and paid in cash to the Holders of record as of the Business Day immediately preceding the relevant Dividend Accrual Date in accordance with the following paragraph. The period from and including any Dividend Accrual Date to, but excluding, the next Dividend Accrual Date is a "**Dividend Period**"; *provided* that the initial Dividend Period shall be the period from and including the Original Issue Date to, but excluding, the next Dividend Accrual Date.

If the Board of Directors elect to pay dividends in cash on any Dividend Accrual Date, the Company shall provide written notice thereof to the Holders not less than three Business Days prior to such Dividend Accrual Date. If any Dividend Accrual Date on which the Board of Directors determines to pay dividends on the Series G Preferred Stock would otherwise fall on a day that is not a Business Day, then the dividend payment due on such Dividend Accrual Date

shall be postponed to the next day that is a Business Day and no additional dividends shall accrue as a result of such postponement.

Holders of the Series G Preferred Stock shall not be entitled to any dividends, whether payable in cash, securities or other property, other than dividends on the Series G Preferred Stock as specified in this Section 3 (subject to the other provisions of the Certificate of Designations).

Subject to the foregoing and to Section 3(b), and not otherwise, such dividends (payable in cash, securities or other property) as may be determined by the Board of Directors or any duly authorized committee of the Board of Directors may be declared and paid on any securities, including Common Stock and other Junior Stock, from time to time out of any funds legally available for such payment, and holders of the Series G Preferred Stock shall not be entitled to participate in any such dividends.

(b) *Limitation on Dividends*. So long as any share of the Series G Preferred Stock remains outstanding, without the consent of each of the holders of the Series G Preferred Stock, no dividend or distribution shall be declared or paid on the Common Stock or any other shares of Junior Stock (other than dividends payable solely in shares of Common Stock) or Parity Stock, and no Common Stock, Junior Stock or Parity Stock shall be, directly or indirectly, purchased, redeemed or otherwise acquired for consideration by the Company or any of its subsidiaries. The foregoing limitation shall not apply to: (i) a dividend payable on any Junior Stock in shares of any other Junior Stock, or to the acquisition of shares of any Junior Stock in exchange for, or through application of the proceeds of the sale of, shares of any other Junior Stock; (ii) redemptions, purchases or other acquisitions of shares of Common Stock or other Junior Stock in connection with the administration of any employee benefit plan in the ordinary course of business (including purchases to offset the Share Dilution Amount (as defined below) pursuant to a publicly announced repurchase plan) and consistent with past practice or to satisfy applicable tax withholdings with respect to employee equity-based compensation; *provided* that any purchases to offset the Share Dilution Amount shall in no event exceed the Share Dilution Amount; (iii) any dividends or distributions of rights or Junior Stock in connection with a stockholders' rights plan or tax asset protection plan or any redemption or repurchase of rights pursuant to any stockholders' rights plan or tax asset protection plan; (iv) the acquisition by the Company or any of its subsidiaries of record ownership in Junior Stock or Parity Stock for the beneficial ownership of any other persons (other than the Company or any of its subsidiaries), including as trustees or custodians; (v) the conversion of the Series G Preferred Stock into Common Stock; (vi) the dividend of Warrants contemplated by Section 9.04 of the Transaction Agreement; (vii) the exchange or conversion of (A) Junior Stock for or into other Junior Stock or (B) Parity Stock for or into other Parity Stock (with the same or lesser aggregate liquidation amount) or Junior Stock, in each case, solely to the extent required pursuant to binding contractual agreements entered into prior to the date of the Series F Preferred Stock Purchase Agreement for the accelerated exercise, settlement or exchange thereof for Common Stock; and (viii) any purchase, redemption or other acquisition or any dividend or distribution with the written consent of the UST. This Section 3(b) shall not be deemed to affect the ability of the Company to redeem, purchase, acquire or exchange its junior subordinated debentures issued by the Company or an Affiliate of the Company. "**Share Dilution Amount**" means the increase in the number of diluted shares outstanding (determined in accordance with generally accepted

accounting principles in the United States, and as measured from the date of the Company's consolidated financial statements most recently filed with the Securities and Exchange Commission prior to the Original Issue Date) resulting from the grant, vesting or exercise of equity-based compensation to employees and equitably adjusted for any stock split, stock dividend, reverse stock split, reclassification or similar transaction.

Section 4. *Liquidation, Dissolution or Winding Up.* In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, then, before any distribution or payment shall be made to the holders of Junior Stock, the holders of the Series G Preferred Stock and any shares of Preferred Stock ranking on a parity therewith as to liquidation shall be entitled to be paid in full the respective amounts of the liquidation preferences thereof, which in the case of the Series G Preferred Stock shall be the Liquidation Amount, plus an amount equal to all accrued dividends for any period prior to such distribution or payment date that have not been added to the Liquidation Amount. If such payment shall have been made in full to the holders of the Series G Preferred Stock and any series of Preferred Stock ranking on a parity therewith as to liquidation, the remaining assets and funds of the Company shall be distributed among the holders of Junior Stock, according to their respective rights and preferences and in each case according to their respective shares. If, upon any liquidation, dissolution or winding up of the affairs of the Company, the amounts so payable are not paid in full to the holders of all outstanding shares of the Series G Preferred Stock and any series of Preferred Stock ranking on a parity therewith as to liquidation, the holders of the Series G Preferred Stock and any series of Preferred Stock ranking on a parity therewith as to liquidation shall share ratably in any distribution of assets in proportion to the full amounts to which they would otherwise be respectively entitled. Neither the consolidation or merger of the Company, nor the sale, lease or conveyance of all or a part of its assets, shall be deemed a liquidation, dissolution or winding up of the affairs of the Company within the meaning of the foregoing provisions of this Section 4.

Section 5. *Changes to the Liquidation Amount.*

(a) *Draws on Series G Preferred Stock*. The Liquidation Amount shall be increased each time a General Corporate Purposes Drawdown Amount is paid by the UST to the Company by an amount equal to the General Corporate Purposes Drawdown Amount so paid divided by the number of shares of Series G Preferred Stock then outstanding.

(b) *Accrued Dividends*. The Liquidation Amount shall be automatically increased on each Dividend Accrual Date as provided in Section 3 to reflect the accrual of dividends at the Applicable Dividend Rate to the extent such dividends have not been paid.

(c) *Cash Payment and Redemption*. At any time after the FRBNY no longer holds any AIA/ALICO Preferred Units, the Company may, following the delivery of at least five (5) Business Days' prior written notice to the Holders in accordance with Section 12, pay the Holders an amount in cash that shall be allocated to reduce the Liquidation Amount by an amount per share equal to (i) the cash amount so paid divided by (ii) the number of shares of Series G Preferred Stock outstanding at such time. If at any time the Liquidation Amount is equal to zero, the Company shall be entitled to redeem the Series G Preferred Stock in exchange for an amount in cash per share of Series G Preferred Stock equal to the accrued dividends on

such share, if any, that have not been added to the Liquidation Amount. Upon redemption, the Holders shall return such shares to the Company and the Company shall cancel the shares of Series G Preferred Stock so returned. From and after such redemption, the Series G Preferred Stock shall cease to be outstanding and the Holders shall have no rights in respect thereof.

(d) *Equity Offering.* If the Company closes an Equity Offering prior to the Mandatory Conversion Date, the provisions of Sections 2.07 and 2.08 of the Amended Purchase Agreement shall apply, and the aggregate liquidation preference of the Series G Preferred Stock shall be adjusted as set forth in such sections. Any payment in respect of the Series G Preferred Stock as contemplated by Section 2.08 of the Amended Purchase Agreement shall be conducted in accordance with paragraph (c).

(e) *Delivery of AIA/ALICO Preferred Units*. At any time when the Company purchases AIA/ALICO Preferred Units from the FRBNY pursuant to Section 2.06(f) of the Amended Purchase Agreement, the Company shall deliver such AIA/ALICO Preferred Units to the UST pursuant to the Amended Purchase Agreement in exchange for a reduction in the Liquidation Amount by an amount per share equal to (i) the aggregate purchase price of such AIA/ALICO Preferred Units paid to the FRBNY divided by (ii) the number of shares of Series G Preferred Stock outstanding at such time.

(f) *Mandatory Conversion*. On the Mandatory Conversion Date, if the FRBNY then holds any AIA/ALICO Preferred Units, the provisions of Section 2.07 of the Amended Purchase Agreement shall apply, and the aggregate liquidation preference of the Series G Preferred Stock shall be adjusted as set forth in such section immediately prior to the conversion of the Series G Preferred Stock into shares of Common Stock as set forth in this Certificate of Designations.

(g) *No Sinking Fund*. The Series G Preferred Stock shall not be subject to any mandatory redemption, sinking fund or other similar provisions except as described in Section 6(c) below. Except as provided in the Amended Purchase Agreement, Holders of the Series G Preferred Stock shall have no right to require redemption or repurchase of any shares of the Series G Preferred Stock.

Section 6. *Mandatory Conversion; Return and Cancellation.*

(a) *Mandatory Conversion*. On the Mandatory Conversion Date, each share of Series G Preferred Stock shall automatically convert into a number of shares of Common Stock equal to the Conversion Rate in accordance with the procedures set forth in Section 9, after giving effect to Section 2.07 of the Amended Purchase Agreement.

(b) *No Fractional Shares*. No fractional shares of Common Stock shall be issued as a result of any conversion of shares of Series G Preferred Stock. Instead, the aggregate number of shares of Common Stock to be issued to any Holder upon any such conversion shall be computed on the basis of the aggregate number of shares of Series G Preferred Stock held by such Holder and will be rounded down to the nearest whole number, and in lieu of any fractional share of Common Stock issuable upon conversion, the Company shall pay an amount in cash (computed to the nearest cent) equal to the Conversion Price (as adjusted in a manner inversely proportional

to any adjustments to the Conversion Rate prior to the Mandatory Conversion Date) multiplied by such fraction of a share.

(c) *Return and Cancellation*. If at any time the Available Amount and Liquidation Amount are both equal to zero, the Holders of shares of Series G Preferred Stock shall return such shares to the Company for cancellation in exchange for an amount in cash per share of Series G Preferred Stock equal to the accrued and unpaid dividends on such share, if any, that have not been added to the Liquidation Amount, and the Company shall cancel the shares of Series G Preferred Stock so returned.

Section 7. *Voting Rights.*

(a) *General*. The holders of the Series G Preferred Stock shall not have any voting rights except as set forth below or as otherwise from time to time required by law.

(b) *Class Voting Rights as to Particular Matters*. So long as any shares of the Series G Preferred Stock are outstanding, whether or not the Liquidation Amount per share is greater than zero, in addition to any other vote or consent of stockholders required by law or by the Charter, the vote or consent of the Holders of at least 66²/₃% of the shares of the Series G Preferred Stock at the time outstanding, voting as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating:

(i) *Authorization of Senior or Pari Passu Stock*. Any amendment or alteration of the Certificate of Designations for the Series G Preferred Stock or the Charter (including any amendment to the Charter effectuated by a Certificate of Designations) to authorize or create or increase the authorized amount of, or any issuance of, any shares of, or any securities convertible into or exchangeable or exercisable for shares of, any class or series of capital stock of the Company ranking senior to or *pari passu* with the Series G Preferred Stock with respect to either or both the payment of dividends and/or the distribution of assets on any liquidation, dissolution or winding up of the Company (the "**Senior or *Pari Passu* Securities**"); *provided*, *however*, that the voting rights provided in this Section 7(b)(i) shall not apply to any amendment or alteration of the Charter (including any amendment to the Charter effectuated by a Certificate of Designations) to authorize or create or increase the authorized amount of, or any issuance of, any Senior or *Pari Passu* Securities initially issued to the UST;

(ii) *Amendment of the Series G Preferred Stock*. Any amendment, alteration or repeal of any provision of the Certificate of Designations for the Series G Preferred Stock or the Charter (including, unless no vote on such merger or consolidation is required by Section 7(b)(iii) below, any amendment, alteration or repeal by means of a merger, consolidation or otherwise) so as to adversely affect the rights, preferences, privileges or voting powers of the Series G Preferred Stock; or

(iii) *Share Exchanges, Reclassifications, Mergers and Consolidations*. Any consummation of a binding share exchange or reclassification involving the Series G Preferred Stock, or of a merger or consolidation of the Company with or into another

corporation or other entity, unless in each case (x) the shares of the Series G Preferred Stock remain outstanding and are not amended in any respect or, in the case of any such merger or consolidation with respect to which the Company is not the surviving or resulting entity, are converted into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent, and (y) such shares remaining outstanding or such preference securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of the Series G Preferred Stock immediately prior to such consummation, taken as a whole;

provided, however, that for all purposes of this Section 7(b), any increase in the amount of the authorized Preferred Stock or the creation and issuance of any other series of the Preferred Stock, or any securities convertible into or exchangeable or exercisable for any other series of the Preferred Stock, ranking junior to the Series G Preferred Stock with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) and the distribution of assets upon liquidation, dissolution or winding up of the Company shall not be deemed to adversely affect the rights, preferences, privileges or voting powers, and shall not require the affirmative vote or consent of, the Holders of outstanding shares of the Series G Preferred Stock.

(c) *Changes after Provision for Redemption*. No vote or consent of the Holders of the Series G Preferred Stock shall be required pursuant to Section 7(b) above if, at or prior to the time when any such vote or consent would otherwise be required pursuant to such Section, all outstanding shares of the Series G Preferred Stock shall have been redeemed pursuant to Section 5(c) above or returned and cancelled pursuant to Section 6(c) above.

(d) *Procedures for Voting and Consents*. The rules and procedures for calling and conducting any meeting of the Holders of the Series G Preferred Stock (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules that the Board of Directors or any duly authorized committee of the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Charter, the Bylaws, and applicable law and the rules of any national securities exchange or other trading facility on which Series G Preferred Stock is listed or traded at the time.

Section 8. *Record Holders.* To the fullest extent permitted by applicable law, the Company and the Transfer Agent may deem and treat the record Holder of any share of the Series G Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor the Transfer Agent shall be affected by any notice to the contrary.

Section 9. *Conversion Procedures.*

(a) On the Mandatory Conversion Date, dividends on the shares of Series G Preferred Stock shall cease to accrue, and such shares of Series G Preferred Stock shall cease to be outstanding, in each case, subject to the right of Holders of such shares to receive the shares of

Common Stock into which such shares of Series G Preferred Stock are convertible pursuant to Section 6(a).

(b) The Holders of the shares of Series G Preferred Stock shall be treated for all purposes as the record holders of such shares of Common Stock as of the close of business on the Mandatory Conversion Date. Prior to the Mandatory Conversion Date, shares of Common Stock issuable upon conversion of any shares of Series G Preferred Stock shall not be deemed outstanding for any purpose, and Holders of shares of Series G Preferred Stock shall have no rights with respect to, or as holders of, the Common Stock (including without limitation voting rights, rights to respond to tender offers for the Common Stock and rights to receive any dividends or other distributions on the Common Stock) by virtue of holding shares of Series G Preferred Stock.

(c) Shares of Series G Preferred Stock duly converted in accordance herewith, or otherwise reacquired by the Company, shall resume the status of authorized and unissued Preferred Stock, undesignated as to series and available for future issuance (*provided* that any such cancelled shares of Series G Preferred Stock may be reissued only as shares of any series of Preferred Stock other than Series G Preferred Stock).

(d) The Company shall register the certificates for the shares of Common Stock to be issued upon conversion of Series G Preferred Stock in the name of the Holder of such Series G Preferred Stock as shown on the records of the Company, unless the Holder of such Series G Preferred Stock shall by written notice to the Company elect not to receive shares of Common Stock deliverable upon such conversion in certificated form, in which case the Company shall register such shares in its direct registration system in the name of the Holder of such Series G Preferred Stock as shown on the records of the Company.

Section 10. *Reservation of Common Stock.*

(a) On and after the date the Conversion Price is fixed, the Company shall at all times reserve and keep a sufficient number of authorized and unissued shares of Common Stock or shares held in the treasury of the Company, solely for issuance upon the conversion of shares of Series G Preferred Stock as herein provided, free from any preemptive or other similar rights.

(b) Notwithstanding the foregoing, the Company shall be entitled to deliver upon conversion of shares of Series G Preferred Stock, as herein provided, shares of Common Stock reacquired and held in the treasury of the Company (in lieu of the issuance of authorized and unissued shares of Common Stock), so long as any such treasury shares are free and clear of all liens, charges, security interests or encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders and the restrictions contemplated by the Restricted Shares Legend).

(c) All shares of Common Stock delivered upon conversion of the Series G Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

Section 11. *Conversion Rate Adjustments.*

(a) The Conversion Rate and the Number of Underlying Shares shall be subject to adjustment, without duplication, under the following circumstances:

(i) the issuance of Common Stock as a dividend or distribution to all holders of Common Stock, or a subdivision or combination of Common Stock, in which event the Conversion Rate shall be adjusted based on the following formula:

$SR_1 = SR_0 \times (OS_1 / OS_0)$

where,

SR_0	=	the Conversion Rate in effect at the close of business on the record date
SR_1	=	the Conversion Rate in effect immediately after the record date
OS_0	=	the number of shares of Common Stock outstanding at the close of business on the record date prior to giving effect to such event
OS_1	=	the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such event

(ii) the issuance to all holders of Common Stock of certain rights, options or warrants entitling them for a period expiring 60 days or less from the date of issuance of such rights, options or warrants to purchase shares of Common Stock at less than the Current Market Price of Common Stock as of the record date, in which event the Conversion Rate shall be adjusted based on the following formula:

$SR_1 = SR_0 \times (OS_0 + X) / (OS_0 + Y)$

where,

SR_0	=	the Conversion Rate in effect at the close of business on the record date
SR_1	=	the Conversion Rate in effect immediately after the record date
OS_0	=	the number of shares of Common Stock outstanding at the close of business on the record date
X	=	the total number of shares of Common Stock issuable pursuant to such rights, options or warrants
Y	=	the aggregate price payable to exercise such rights divided by the Average VWAP per share of the Common Stock over each of the 10 consecutive Trading Days prior to the Business Day immediately preceding the announcement of the issuance of such rights, options or warrants

However, the Conversion Rate shall be readjusted to the extent that any such rights, options or warrants are not exercised prior to their expiration.

(iii) the dividend or other distribution to all holders of Common Stock of shares of capital stock of the Company (other than Common Stock), rights to acquire capital stock of the Company or evidences of the Company's indebtedness or the Company's assets (excluding any dividend, distribution or issuance covered by clauses (i) or (ii) above or (iv) or (v) below) in which event the Conversion Rate shall be adjusted based on the following formula:

$SR_1 = SR_0 \times SP_0 / (SP_0 - FMV)$

where,

SR_0 = the Conversion Rate in effect at the close of business on the record date

SR_1 = the Conversion Rate in effect immediately after the record date

SP_0 = the Current Market Price as of the record date

FMV = the fair market value (as determined in good faith by the Board of Directors, whose good faith determination when evidenced by a Board Resolution shall be conclusive and binding), on the record date, of the shares of capital stock of the Company, rights to acquire capital stock, evidences of indebtedness or assets so distributed, expressed as an amount per share of Common Stock

However, if the transaction that gives rise to an adjustment pursuant to this clause (iii) is one pursuant to which the payment of a dividend or other distribution on Common Stock consist of shares of capital stock of, or similar equity interests in, a subsidiary or other business unit of the Company, that are, or, when issued, will be, traded on a U.S. securities exchange, then the Conversion Rate shall instead be adjusted based on the following formula:

$SR_1 = SR_0 \times (FMV_0 + MP_0) / MP_0$

where,

SR_0 = the Conversion Rate in effect at the close of business on the record date

SR_1 = the Conversion Rate in effect immediately after the record date

FMV_0 = the Average VWAP of the capital stock or similar equity interests distributed to holders of Common Stock applicable to one share of Common Stock over each of the 10 consecutive Trading Days commencing on and including the third Trading Day after the date on which "ex-distribution trading" commences for such dividend or distribution with respect to Common Stock on the NYSE or such other

national or regional exchange or market that is at that time the principal market for the Common Stock

MP_0 = the Average VWAP of the Common Stock over each of the 10 consecutive Trading Days commencing on and including the third Trading Day after the date on which "ex-distribution trading" commences for such dividend or distribution with respect to Common Stock on the NYSE or such other national or regional exchange or market that is at that time the principal market for the Common Stock

(iv) the Company makes a distribution consisting exclusively of cash to all holders of Common Stock, excluding (A) any cash that is distributed as part of a distribution referred to in clause (iii) above, and (B) any consideration payable in connection with a tender or exchange offer made by the Company or any of the Company's subsidiaries referred to in clause (v) below, in which event, the Conversion Rate shall be adjusted based on the following formula:

$$SR_1 = SR_0 \times SP_0 / (SP_0 - C)$$

where,

SR_0 = the Conversion Rate in effect at the close of business on the record date

SR_1 = the Conversion Rate in effect immediately after the record date

SP_0 = the Current Market Price as of the record date

C = the amount in cash per share of Common Stock the Company distributes to holders

(v) the Company or one or more of its subsidiaries make purchases of Common Stock pursuant to a tender offer or exchange offer by the Company or a subsidiary of the Company for Common Stock to the extent that the cash and value of any other consideration included in the payment per share of Common Stock validly tendered or exchanged exceeds the VWAP per share of Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "**expiration date**"), in which event the Conversion Rate will be adjusted based on the following formula:

$$SR_1 = SR_0 \times [(FMV + (SP_1 \times OS_1)] / (SP_1 \times OS_0)$$

where,

SR_0 = the Conversion Rate in effect at the close of business on the expiration date

SR_1 = the Conversion Rate in effect immediately after the expiration date

FMV = the fair market value (as determined in good faith by the Board of Directors whose good faith determination when evidenced by a Board Resolution will be conclusive and binding), on the expiration date, of the aggregate value of all cash and any other consideration paid or payable for shares validly tendered or exchanged and not withdrawn as of the expiration date (the "**Purchased Shares**")

OS_1 = the number of shares of Common Stock outstanding as of the last time tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Expiration Time**") less any Purchased Shares

OS_0 = the number of shares of Common Stock outstanding at the Expiration Time, including any Purchased Shares

SP_1 = the Average VWAP of the Common Stock over each of the 10 consecutive Trading Days commencing with the Trading Day immediately after the expiration date.

(vi) *Calculation of Adjustments*. All adjustments to the Conversion Rate shall be calculated by the Company to the nearest 1/10,000th of one share of Common Stock (or if there is not a nearest 1/10,000th of a share, to the next lower 1/10,000th of a share). No adjustment to the Conversion Rate shall be required unless such adjustment would require an increase or a decrease of at least one percent in the Conversion Rate; *provided* that any adjustments not so made shall be carried forward and taken into account in any subsequent adjustment and notwithstanding whether or not such one percent of a share threshold shall have been met, all such adjustments shall be made on the Mandatory Conversion Date. If an adjustment to the Conversion Rate is required to be made pursuant to the occurrence of any of the events contemplated by clauses (i) through (v) of this Section 11(a) or Section 11(b) during the Observation Period, appropriate and customary adjustments shall be made to the VWAP per share of the Common Stock.

(vii) *When No Adjustment Required*. No adjustment of the Conversion Rate need be made as a result of: (A) the issuance of the rights; (B) the distribution of separate certificates representing the rights; (C) the exercise or redemption of the rights in accordance with any rights agreement; or (D) the termination or invalidation of the rights, in each case, pursuant to any stockholder rights plans or tax asset protection plans adopted by the Company from time to time; *provided*, *however*, that to the extent that the Company has a stockholder rights plan or tax asset protection plan in effect on the Mandatory Conversion Date, the Holders shall receive, in addition to the shares of Common Stock, the rights under such rights plan or tax asset protection plan, unless, prior to the Mandatory Conversion Date, the rights have separated from the Common Stock, in which case the Conversion Rate shall be adjusted at the time of separation as if the Company made a distribution to all holders of Common Stock as described in clause (iii) of this Section 11(a) including for the purposes of this paragraph only shares of Common Stock and assets issuable upon exercise of rights under a stockholder rights plan or tax asset protection plan, subject to readjustment in the event of the expiration, termination or redemption of the rights.

No adjustment to the Conversion Rate need be made:

(A) upon the issuance of any shares of Common Stock or securities convertible into, or exercisable or exchangeable for, Common Stock in public or private transactions at any price that the Company deems appropriate or in exchange for other securities of the Company;

(B) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on securities of the Company and the investment of additional optional amounts in shares of Common Stock under any plan of that type;

(C) upon the issuance of any shares of Common Stock or options or rights to purchase those shares or any other award that relates to, or has a value derived from the value of the Common Stock or other securities of the Company, in each case issued pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of its subsidiaries;

(D) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security for, Common Stock in public or private transactions at any price deemed appropriate by the Company in its sole discretion;

(E) for a change in the par value or no par value of the Common Stock; or

(F) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security outstanding as of the date the shares of Series G Preferred Stock were first issued.

For purpose of this Section 11, "**record date**" means, with respect to any dividend, distribution or other transaction or event in which the holders of the Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(b) *Adjustment for Consolidation, Merger or Other Reorganization Event.* In the event of (A) any consolidation or merger of the Company with or into another Person or of another Person with or into the Company (other than a merger or consolidation in which the Company is the continuing corporation and in which the shares of Common Stock outstanding immediately prior to the merger or consolidation are not exchanged for cash, securities or other property of another Person), (B) any sale, transfer, lease or conveyance to another Person of the assets of the Company as an entirety or substantially as an entirety or (C) any statutory share exchange of Common Stock with another Person (other than in connection with a merger or acquisition) (any such event, a "**Reorganization Event**"), each Underlying Share shall, after such Reorganization Event, be converted into the kind and amount of securities, cash and other property receivable in such Reorganization Event (without any interest thereon, and without any right to dividends or distribution thereon which have a record date that is prior to the close of business on the Mandatory Conversion Date) per share of Common Stock by a holder of Common Stock that is

not a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale, transfer, lease or conveyance was made, or with whom shares were exchanged pursuant to any such statutory share exchange as the case may be (any such Person, a "**Constituent Person**"), or an Affiliate of a Constituent Person to the extent such Reorganization Event provides for different treatment of Common Stock held by the Affiliates and non-Affiliates of a Constituent Person (each such converted share referred to as a "**Exchange Property Unit**"; *provided* that if holders of Common Stock have the opportunity to elect the form of consideration receivable upon such Reorganization Event, the Exchange Property Unit that Holders will be entitled to receive will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock that affirmatively make an election (or of all such holders if none make an election)). On the Mandatory Conversion Date, the Conversion Rate shall be determined by reference to the Applicable Market Value of the Exchange Property Units. Following a Reorganization Event, references to the issuance of any specified number of shares of Common Stock upon the conversion of Series G Preferred Stock will be construed to be references to conversion into the same number of Exchange Property Units. The above provisions of this Section 11(b) shall similarly apply to successive Reorganization Events.

(c) *Multiple Adjustments*. For the avoidance of doubt, if an event occurs that would trigger an adjustment to a Conversion Rate pursuant to this Section 11 under more than one subsection hereof, such event, to the extent fully taken into account in a single adjustment, shall not result in multiple adjustments hereunder.

(d) *Other Adjustments*. The Company may, but shall not be required to, make such increases in the Conversion Rate, in addition to those required by this Section, as the Board of Directors considers to be advisable in order to avoid or diminish any income tax to any holders of shares of Common Stock resulting from any dividend or distribution of stock or issuance of rights or warrants to purchase or subscribe for stock or from any event treated as such for income tax purposes or for any other reason.

(e) *Notice of Adjustments and Certain Other Events.* Whenever the Conversion Rate is adjusted as provided above, the Company shall within 10 Business Days following the occurrence of an event that requires such adjustment (or if the Company is not aware of such occurrence, as soon as reasonably practicable after becoming so aware) or the date the Company makes an adjustment pursuant to clause (d) above:

(i) compute the Conversion Rate in accordance with this Section 11 and prepare and transmit to the Holders an Officers' Certificate setting forth the adjusted Conversion Rate, the method of calculation thereof in reasonable detail, and the facts requiring such adjustment and upon which such adjustment is based; and

(ii) provide a written notice to the Holders of the Series G Preferred Stock of the occurrence of such event and a statement in reasonable detail setting forth the method by which the adjustment to the Conversion Rate was determined and setting forth the adjusted Conversion Rate.

Section 12. *Notices.* All notices or communications in respect of the Series G Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designations, in the Charter or Bylaws or by applicable law. Notwithstanding the foregoing, if shares of the Series G Preferred Stock are issued in book-entry form through The Depository Trust Company or any similar facility, such notices may be given to the holders of the Series G Preferred Stock in any manner permitted by such facility.

Section 13. *No Preemptive Rights.* No Holder of the Series G Preferred Stock shall be entitled as a matter of right to subscribe for or purchase, or have any preemptive right with respect to, any part of any new or additional issue of stock of any class whatsoever, or of securities convertible into any stock of any class whatsoever, whether now or hereafter authorized and whether issued for cash or other consideration or by way of dividend.

Section 14. *Replacement Certificates.* The Company shall replace any mutilated certificate at the holder's expense upon surrender of that certificate to the Company. The Company shall replace certificates that become destroyed, stolen or lost at the Holder's expense upon delivery to the Company of reasonably satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be reasonably required by the Company.

Section 15. *Form.*

(a) The Series G Preferred Stock shall be initially issued in the form of one or more certificates in definitive, fully registered form with, until such time as otherwise determined by the Company, the restricted shares legend (the "**Restricted Shares Legend**"), as set forth on the form of the Series G Preferred Stock attached hereto as Exhibit A (each, a "**Series G Preferred Share Certificate**"), which is hereby incorporated in and expressly made a part of this Certificate of Designations. The Series G Preferred Share Certificate may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Company is subject, if any, or usage (*provided* that any such notation, legend or endorsement is in a form acceptable to the Company).

(b) An Officer shall sign the Series G Preferred Share Certificate for the Company, in accordance with the Bylaws and applicable law, by manual or facsimile signature. "**Officer**" means the Chief Executive Officer, the President, any Vice President, the Treasurer or the Secretary of the Company.

(c) If an Officer whose signature is on a Series G Preferred Share Certificate no longer holds that office at the time of the issuance of such Series G Preferred Share Certificate, such Series G Preferred Share Certificate shall be valid nevertheless.

(d) A Series G Preferred Share Certificate shall not be valid or obligatory until an authorized signatory of the Transfer Agent manually countersigns the Series G Preferred Share Certificate. The signature shall be conclusive evidence that such Series G Preferred Share Certificate has been authenticated under this Certificate of Designations. Each Series G Preferred Share Certificate shall be dated the date of its authentication.

Other than upon original issuance, all transfers and exchanges of the Series G Preferred Stock shall be made by direct registration on the books and records of the Company.

Section 16. *Transfer Agent and Registrar.* The duly appointed Transfer Agent, Conversion Agent and Registrar for the Series G Preferred Stock shall be Wells Fargo Bank, N.A. (the "**Transfer Agent**"). The Company may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Company and the Transfer Agent; *provided* that the Company shall appoint a successor transfer agent who shall accept such appointment prior to the effectiveness of such removal; *provided further* that such successor transfer agent shall be the Transfer Agent for purposes of this Certificate of Designations and the Amended Purchase Agreement.

Section 17. *Other Rights.* The shares of the Series G Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Charter or as provided by applicable law.

Section 18. *Withholding*. The Company shall be entitled to deduct and withhold from any payment or distribution made on the Series G Preferred Stock any tax required to be withheld under law, and such withheld amount shall be treated as if paid or distributed to the Holder in accordance with the terms hereunder.

Exhibit A

FORM OF SERIES G CUMULATIVE MANDATORY
CONVERTIBLE PREFERRED STOCK
($0 INITIAL LIQUIDATION PREFERENCE)

NUMBER
[_____]

SHARES
[_____]

CUSIP [_____]

AMERICAN INTERNATIONAL GROUP, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
THIS CERTIFICATE IS TRANSFERABLE
IN THE CITY OF SOUTH ST. PAUL, MINNESOTA

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF OR HEDGED IN ANY MANNER (INCLUDING THROUGH THE ENTRY INTO CASH-SETTLED DERIVATIVE INSTRUMENTS) (A) AT ANY TIME ON OR PRIOR TO THE TERMINATION DATE, EXCEPT TO A SPECIAL PURPOSE VEHICLE WHOLLY-OWNED BY THE UNITED STATES DEPARTMENT OF THE TREASURY, AND (B) AT ANY TIME AFTER THE TERMINATION DATE EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS AND IN COMPLIANCE WITH SUCH LAWS.

This is to certify that the UNITED STATES DEPARTMENT OF THE TREASURY is the owner of TWENTY THOUSAND (20,000) fully paid and non-assessable shares of Series G Cumulative Mandatory Convertible Preferred Stock, $5.00 par value, initial liquidation preference $0 per share (the "Stock"), of the American International Group, Inc. (the "Company"), transferable on the books of the Company by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed. Capitalized terms used herein but not defined shall have the respective meanings given them in the Certificate of Designations for the Stock dated [_____].

This certificate is not valid or obligatory for any purpose unless countersigned and registered by the Transfer Agent, Conversion Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

Dated: [_____].

Name:
Title:

Name:
Title:

Countersigned and Registered
_____,
as Transfer Agent, Conversion Agent and
Registrar

By: _____
Authorized Signature

AMERICAN INTERNATIONAL GROUP, INC.

AMERICAN INTERNATIONAL GROUP, INC. (the "Company") will furnish, without charge to each stockholder who so requests, a copy of the certificate of designations establishing the powers, preferences and relative, participating, optional or other special rights of each class of stock of the Company or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights applicable to each class of stock of the Company or series thereof. Such information may be obtained by a request in writing to the Secretary of the Company at its principal place of business.

This certificate and the share or shares represented hereby are issued and shall be held subject to all of the provisions of the Company's Restated Certificate of Incorporation, as amended, and the Certificate of Designations of the Series G Cumulative Mandatory Convertible Preferred Stock (copies of which are on file with the Transfer Agent), to all of which the holder, by acceptance hereof, assents.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full to applicable laws or regulations:

TEN COM	-	as tenants in common	UNIF GIFT MIN ACT-	_____	Custodian	____
TEN ENT	-	as tenants by the entireties		(Minor)		(Cust)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act _____ (State)			

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE

_____

_____

_____ shares

of the capital stock represented by the within certificate, and do(es) hereby irrevocably constitute and appoint _____, Attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

Dated _____

Dated_____

_____
Signature

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this certificate in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED

_____
NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program), pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

SCHEDULE OF CHANGES TO THE
SERIES G PREFERRED STOCK LIQUIDATION PREFERENCE

The following increases and decreases to the liquidation preference of the Series G Preferred Stock have been made:

Date of increase / decrease	Amount of increase / decrease in liquidation preference	Aggregate liquidation preference following such increase / decrease	Liquidation preference per share	Signature of authorized signatory

ANNEX B

FORM OF DRAWDOWN OPINION

(a) The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware.

(b) The Series G Preferred Stock has been duly authorized and validly issued and is fully paid and nonassessable; provided that no opinion need be expressed as to subsequent increases in the liquidation preference of the Series G Preferred Stock pursuant to Section 5(a) of the Series G Certificate of Designations.

(c) The Series G Preferred Stock has not been issued in violation of any preemptive rights provided for in the Company's Restated Certificate of Incorporation, as amended to the date of this opinion, or under the laws of the State of Delaware.

(d) The shares of Common Stock issuable upon conversion of the Series G Preferred Stock have been duly authorized and reserved for issuance upon conversion of the Series G Preferred Stock and when so converted in accordance with the terms of the Series G Certificate of Designations will be validly issued, fully paid and nonassessable.

ANNEX C

Examples of Deferred Exchanges

- This Annex provides examples of the operation of items of Sections 2.07 and 2.08 of the Amended and Restated Purchase Agreement
  - All amounts shown in the examples are strictly hypothetical and not based on projections of any kind
  - All examples assume a Series G Designated Amount of $2.0 billion USD
  - “FRBNY SPV Payoff Amount” has the meaning ascribed in the Master Transaction Agreement
- All amounts shown in the examples are in $ billion USD

Example 1 (Equity Offering)	**$B**			**Note**
Assumptions:				
FRBNY SPV Payoff Amount	2.5			
Net Offering Proceeds	2.2			
Prior Draws on Series G	0.0			
Purchase Price:	**2.0**			Never more than Series G Designated Amount ($2.0 billion)
Deferred Exchange Steps:		*Change in Series G Liquidation Preference*	*Series G Liquidation Preference*	
New Series G Drawdown Used to Purchase Preferred	2.0	2.0	2.0	Full $2.0 billion drawn—enough for Purchase Price
Net Offering Proceeds Used to Purchase Preferred	0.0	-	2.0	Purchase Price satisfied by Series G drawdown
Preferred Transferred to UST	2.0	(2.0)	0.0	Full $2.0 billion liquidation preference paid off with SPV Preferred
Additional Payment to UST to Redeem Series G:	**0.0**	-	**0.0**	Series G already paid off—no additional payment
Results:		*Before*	*After*	
FRBNY SPV Payoff Amount		2.5	0.5	Old FRBNY SPV Payoff Amount *less* Purchase Price
Net Offering Proceeds Available to AIG		2.2	2.2	Did not need actual Net Offering Proceeds to satisfy Purchase Price
General Corporate Purposes Available Amount		2.0	0.0	Full $2.0 billion has been used—no additional availability
Preferred Units Exchange Available Amount		2.0	0.0	Full $2.0 billion has been used—no additional availability

Example 2 (Equity Offering)	**$B**			
Assumptions:				
FRBNY SPV Payoff Amount	2.5			
Net Offering Proceeds	2.2			
Prior Draws on Series G	1.0			
Purchase Price:	**2.0**			Never more than Series G Designated Amount ($2.0 billion)
Deferred Exchange Steps:		*Change in Series G Liquidation Preference*	*Series G Liquidation Preference*	
New Series G Drawdown Used to Purchase Preferred	1.0	1.0	2.0	$1.0 billion remaining—not enough for full Purchase Price
Net Offering Proceeds Used to Purchase Preferred	1.0	-	2.0	Actual Net Offering Proceeds needed to make up Purchase Price
Preferred Transferred to UST	2.0	(2.0)	0.0	Full $2.0 billion liquidation preference paid off with SPV Preferred
Additional Payment to UST to Redeem Series G:	**0.0**	-	**0.0**	Series G already paid off—no additional payment
Results:		*Before*	*After*	
FRBNY SPV Payoff Amount		2.5	0.5	Old FRBNY SPV Payoff Amount *less* Purchase Price
Net Offering Proceeds Available to AIG		2.2	1.2	$1.0 billion net payoff of pre-existing Series G liquidation preference[1]
General Corporate Purposes Available Amount		1.0	0.0	Full $2.0 billion has been used—no additional availability
Preferred Units Exchange Available Amount		1.0	0.0	Full $2.0 billion has been used—no additional availability

[1] The $1.0 billion in Net Offering Proceeds used to make up the Purchase Price is paid to FRBNY but then reduces the Series G liquidation preference when the SPV Preferred Units are transferred to UST.

Example 3 (Equity Offering)	**$B**			**Note**
Assumptions:				
FRBNY SPV Payoff Amount	1.2			
Net Offering Proceeds	1.4			
Prior Draws on Series G	0.0			
Purchase Price:	**1.2**			Limited to FRBNY SPV Payoff Amount
Deferred Exchange Steps:		*Change in Series G Liquidation Preference*	*Series G Liquidation Preference*	
New Series G Drawdown Used to Purchase Preferred	1.2	1.2	1.2	Full $1.2 billion drawn—enough for Purchase Price
Net Offering Proceeds Used to Purchase Preferred	0.0	-	1.2	Purchase Price satisfied by Series G drawdown
Preferred Transferred to UST	1.2	(1.2)	0.0	Full $1.2 billion liquidation preference paid off with SPV Preferred
Additional Payment to UST to Redeem Series G:	**0.0**	-	**0.0**	Series G already paid off—no additional payment
Results:		*Before*	*After*	
FRBNY SPV Payoff Amount		1.2	0.0	FRBNY fully taken out
Net Offering Proceeds Available to AIG		1.4	1.4	Did not need actual Net Offering Proceeds to satisfy Purchase Price
General Corporate Purposes Available Amount		2.0	0.6	$2.0 billion *less* Net Offering Proceeds[2]
Preferred Units Exchange Available Amount		2.0	n/a	No more SPV Preferred to purchase from FRBNY

Example 4 (Equity Offering)	**$B**			
Assumptions:				
FRBNY SPV Payoff Amount	1.2			
Net Offering Proceeds	1.4			
Prior Draws on Series G	0.9			
Purchase Price:	**1.2**			Limited to FRBNY SPV Payoff Amount
Deferred Exchange Steps:		*Change in Series G Liquidation Preference*	*Series G Liquidation Preference*	
New Series G Drawdown Used to Purchase Preferred	1.1	1.1	2.0	$1.1 billion remaining—not enough for full Purchase Price
Net Offering Proceeds Used to Purchase Preferred	0.1	-	2.0	Actual Net Offering Proceeds needed to make up Purchase Price
Preferred Transferred to UST	1.2	(1.2)	0.8	$1.2 billion of liquidation preference paid off with SPV Preferred
Additional Payment to UST to Redeem Series G:	**0.2**	**(0.2)**	**0.6**	Represents Net Offering Proceeds not already "applied"[3]
Results:		*Before*	*After*	
FRBNY SPV Payoff Amount		1.2	0.0	FRBNY fully taken out
Net Offering Proceeds Available to AIG		1.4	1.1	$0.3 billion net payoff of pre-existing Series G liquidation preference[4]
General Corporate Purposes Available Amount		1.1	0.0	Full $2.0 billion has been used—no additional availability
Preferred Units Exchange Available Amount		1.1	n/a	No more SPV Preferred to purchase from FRBNY

[2] $2.0 billion - $1.2 billion (amount actually drawn down under Series G) - $0.2 billion (additional amount notionally "applied" to reduce General Corporate Purposes Available Amount, but not an actual payment) = $0.6 billion.

[3] $1.4 billion (Net Offering Proceeds) - $1.2 billion (Purchase Price) = $0.2 billion. Because there is a positive liquidation preference on the Series G, this amount must then go to pay it off. For this purpose, the $1.2 billion Purchase Price is deemed to have been "paid" out of Net Offering Proceeds (which also counts as a reduction of the General Corporate Purposes Available Amount) even though it is actually paid from the Series G drawdown. AIG is not obligated to redeem the remaining Series G Preferred Stock.

[4] The $0.1 billion in Net Offering Proceeds used to make up the Purchase Price is paid to FRBNY but then reduces the Series G liquidation preference when the SPV Preferred Units are transferred to UST.

Example 5 (Equity Offering)	$b			**Note**
Assumptions:				
FRBNY SPV Payoff Amount	2.5			
Net Offering Proceeds	1.5			
Prior Draws on Series G	0.0			
Purchase Price:	**1.5**			Limited to amount of Net Offering Proceeds
Deferred Exchange Steps:		*Change in Series G Liquidation Preference*	*Series G Liquidation Preference*	
New Series G Drawdown Used to Purchase Preferred	1.5	1.5	1.5	Full $1.5 billion drawn—enough for Purchase Price
Net Offering Proceeds Used to Purchase Preferred	0.0	-	1.5	Purchase Price satisfied by Series G drawdown
Preferred Transferred to UST	1. 5	(1.5)	0.0	Full $1.5 billion liquidation preference paid off with SPV Preferred
Additional Payment to UST to Redeem Series G:	**0.0**	-	**0.0**	Series G already paid off—no additional payment
Results:		*Before*	*After*	
FRBNY SPV Payoff Amount		2.5	1.0	Old FRBNY SPV Payoff Amount less Purchase Price
Net Offering Proceeds Available to AIG		1.5	1.5	Did not need actual Net Offering Proceeds to satisfy Purchase Price
General Corporate Purposes Available Amount		2.0	0.5	$2.0 billion less Net Offering Proceeds5
Preferred Units Exchange Available Amount		2.0	0.5	$2.0 billion less Net Offering Proceeds6

Example 6 (Equity Offering)	$b			
Assumptions:				
FRBNY SPV Payoff Amount	2.5			
Net Offering Proceeds	1.5			
Prior Draws on Series G	1.1			
Purchase Price:	**1.5**			Limited to amount of Net Offering Proceeds
Deferred Exchange Steps:		*Change in Series G Liquidation Preference*	*Series G Liquidation Preference*	
New Series G Drawdown Used to Purchase Preferred	0.9	0.9	2.0	$0.9 billion remaining—not enough for full Purchase Price
Net Offering Proceeds Used to Purchase Preferred	0.6	-	2.0	Actual Net Offering Proceeds needed to make up Purchase Price
Preferred Transferred to UST	1.5	(1.5)	0.5	$1.5 billion of liquidation preference paid off with SPV Preferred
Additional Payment to UST to Redeem Series G:	**0.0**	-	**0.5**	All Net Offering Proceeds already “applied”
Results:		*Before*	*After*	
FRBNY SPV Payoff Amount		2.5	1.0	Old FRBNY SPV Payoff Amount less Purchase Price
Net Offering Proceeds Available to AIG		1.5	0.9	$0.6 billion net payoff of pre-existing Series G liquidation preference7
General Corporate Purposes Available Amount		0.9	0.0	Full $2.0 billion has been used—no additional availability
Preferred Units Exchange Available Amount		0.9	0.0	Full $2.0 billion has been used—no additional availability

5 $2.0 billion - $1.5 billion (amount actually drawn down under Series G) = $0.5 billion.

6 $2.0 billion - $1.5 billion (amount actually drawn down under Series G) = $0.5 billion.

7 The $0.6 billion in Net Offering Proceeds used to make up the Purchase Price is paid to FRBNY but then reduces the Series G liquidation preference when the SPV Preferred Units are transferred to UST.

Example 7 (Conversion Date)	**$B**			**Note**
Assumptions:				
FRBNY SPV Payoff Amount	1.7			
Net Offering Proceeds	n/a			
Prior Draws on Series G	0.0			
Purchase Price:	**1.7**			Lesser of FRBNY SPV Payoff Amount and Series G availability
Deferred Exchange Steps:		*Change in Series G Liquidation Preference*	*Series G Liquidation Preference*	
New Series G Drawdown Used to Purchase Preferred	1.7	1.7	1.7	Full $1.7 billion drawn—enough for Purchase Price
Net Offering Proceeds Used to Purchase Preferred	n/a	-	1.7	Purchase Price satisfied by Series G drawdown
Preferred Transferred to UST	1.7	(1.7)	0.0	Full $1.7 billion liquidation preference paid off with SPV Preferred
Additional Payment to UST to Redeem Series G:	**0.0**	-	**n/a**	Series G already paid off—no additional payment
Results:		*Before*	*After*	
FRBNY SPV Payoff Amount		1.7	0.0	FRBNY fully taken out
Net Offering Proceeds Available to AIG		n/a	n/a	No Equity Offering in this example
General Corporate Purposes Available Amount		2.0	n/a	Series G Draw Down Right expires on Conversion Date
Preferred Units Exchange Available Amount		2.0	n/a	No more SPV Preferred to purchase from FRBNY

Example 8 (Conversion Date)	**$B**			
Assumptions:				
FRBNY SPV Payoff Amount	1.7			
Net Offering Proceeds	n/a			
Prior Draws on Series G	1.0			
Purchase Price:	**1.0**			Lesser of FRBNY SPV Payoff Amount and Series G availability
Deferred Exchange Steps:		*Change in Series G Liquidation Preference*	*Series G Liquidation Preference*	
New Series G Drawdown Used to Purchase Preferred	1.0	1.0	2.0	Remaining $1.0 billion drawn—equal to Purchase Price (by definition)
Net Offering Proceeds Used to Purchase Preferred	n/a	-	2.0	Purchase Price satisfied by Series G drawdown
Preferred Transferred to UST	1.0	(1.0)	1.0	$1.0 billion of liquidation preference paid off with SPV Preferred
Additional Payment to UST to Redeem Series G:	**n/a**	-	**n/a**	Series G converts into AIG Common Stock on agreed terms
Results:		*Before*	*After*	
FRBNY SPV Payoff Amount		1.7	0.7	Old FRBNY SPV Payoff Amount *less* Purchase Price
Net Offering Proceeds Available to AIG		n/a	n/a	No Equity Offering in this example
General Corporate Purposes Available Amount		1.0	n/a	Full $2.0 billion has been used—no additional availability
Preferred Units Exchange Available Amount		1.0	n/a	Full $2.0 billion has been used—no additional availability

Exhibit 3.1

CERTIFICATE OF DESIGNATIONS

OF

SERIES G CUMULATIVE MANDATORY CONVERTIBLE PREFERRED STOCK

OF

AMERICAN INTERNATIONAL GROUP, INC.

American International Group, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "**Company**"), hereby certifies that the following resolution was adopted by the Board of Directors of the Company (the "**Board of Directors**") as required by Section 151 of the General Corporation Law of the State of Delaware at a meeting duly held on December 7, 2010.

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors in accordance with the provisions of the Restated Certificate of Incorporation of the Company, as amended (the "**Restated Certificate of Incorporation**"), the Board of Directors hereby creates a series of serial preferred stock, par value $5.00 per share, of the Company, and hereby states the designation and number of shares, and fixes the voting and other powers, and the relative rights and preferences, and the qualifications, limitations and restrictions thereof, as follows:

Series G Cumulative Mandatory Convertible Preferred Stock:

Part 1. *Designation and Number of Shares*. There is hereby created out of the authorized and unissued shares of serial preferred stock of the Company a series of preferred stock designated as the "Series G Cumulative Mandatory Convertible Preferred Stock" (the "**Series G Preferred Stock**"). The authorized number of shares of the Series G Preferred Stock shall be 20,000. Such number of shares may be decreased by resolution of the Board of Directors, subject to the terms and conditions hereof; *provided* that no decrease shall reduce the number of shares of the Series G Preferred Stock to a number less than the number of shares then outstanding.

Part 2. *Standard Provisions*. The Standard Provisions contained in Annex A attached hereto are incorporated herein by reference in their entirety and shall be deemed to be a part of this Certificate of Designations to the same extent as if such provisions had been set forth in full herein.

Part 3. *Definitions*. The following terms are used in this Certificate of Designations (including the Standard Provisions in Annex A hereto) as defined below:

(a) "**Common Stock**" means the common stock, par value $2.50 per share, of the Company.

(b) "**Dividend Accrual Date**" means February 1, May 1, August 1 and November 1 of each year, whether or not such day is a Business Day.

(c) "**Junior Stock**" means the Common Stock and any class or series of stock of the Company (i) initially issued to any person other than the UST (as defined in Section 2 of the Standard Provisions in Annex A attached hereto), or (ii) initially issued to the UST and the terms of which expressly provide that it ranks junior to the Series G Preferred Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Company.

(d) "**Liquidation Amount**" shall initially mean an amount per share equal to $0, and such amount shall be increased and decreased as provided in Section 5 of the Standard Provisions in Annex A attached hereto. Such increase or decrease per share shall be duly reflected in the Schedule of Changes to the Series G Preferred Stock Liquidation Preference attached to the Series G Preferred Share Certificate.

(e) "**Parity Stock**" means any class or series of stock of the Company the terms of which do not expressly provide that such class or series will rank senior or junior to the Series G Preferred Stock as to dividend rights and/or as to rights on liquidation, dissolution or winding up of the Company (in each case without regard to whether dividends accrue cumulatively or non-cumulatively).

Part 4. *Certain Voting Matters*. Whether the vote or consent of the holders of a plurality, majority or other portion of the shares of the Series G Preferred Stock has been cast or given on any matter on which the holders of shares of the Series G Preferred Stock are entitled to vote or consent together as a class shall be determined by the Company by reference to the Liquidation Amount of the shares of the Series G Preferred Stock voted or with respect to which a consent has been received as if the Company were liquidated on the record date for such vote or consent, if any, or, in the absence of a record date, on the date for such vote or consent. For purposes of determining the voting rights of the holders of the Series G Preferred Stock under Section 7 of the Standard Provisions forming part of this Certificate of Designations, each holder will be entitled to one vote for each share of Series G Preferred Stock held by such holder.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Company has caused this Certificate of Designations to be signed on its behalf by its Executive Vice President and Chief Financial Officer and attested by its Vice President, Corporate Secretary and Deputy General Counsel this 14th day of January, 2011.

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ David L. Herzog
Name: David L. Herzog
Title: Executive Vice President and Chief Financial Officer

ATTEST:

/s/ Jeffrey A. Welikson
Name: Jeffrey A. Welikson
Title: Vice President, Corporate Secretary and Deputy General Counsel

[*Signature Page to Series G Certificate of Designations*]

ANNEX A

STANDARD PROVISIONS

Section 1. *General Matters.* Each share of the Series G Preferred Stock shall be identical in all respects to every other share of the Series G Preferred Stock. The Series G Preferred Stock shall be mandatorily convertible into Common Stock as described in Section 6 hereof. The Series G Preferred Stock (a) shall rank senior to the Junior Stock in respect of the right to receive dividends and the right to receive payments out of the assets of the Company upon voluntary or involuntary liquidation, dissolution or winding up of the Company and (b) shall be of equal rank with Parity Stock as to the right to receive dividends and the right to receive payments out of the assets of the Company upon voluntary or involuntary liquidation, dissolution or winding up of the Company.

Section 2. *Standard Definitions.* As used in this Certificate of Designations with respect to the Series G Preferred Stock:

(a) "**Affiliate**" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "**control**" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

(b) "**AIA/ALICO Preferred Units**" has the meaning assigned to it in the Transaction Agreement.

(c) "**Amended Purchase Agreement**" means the Amended and Restated Purchase Agreement dated as of January 14, 2011 among the Company, the UST and the FRBNY, as it may be amended or modified from time to time.

(d) "**Applicable Dividend Rate**" means 5% per annum.

(e) "**Applicable Market Value**" means, with respect to the Mandatory Conversion Date, the Average VWAP per share of Common Stock or per Exchange Property Unit, as appropriate, over the Observation Period. For purposes of calculating the value of an Exchange Property Unit, (x) the value of any publicly-traded common stock included in an Exchange Property Unit shall be determined using the Average VWAP per share of such common stock over the Observation Period, and (y) the value of any other property, including securities other than publicly-traded common stock, included in an Exchange Property Unit will be the value of such property on the first Trading Day of the Observation Period (as determined in good faith by the Board of Directors, whose determination shall be conclusive and described in a Board Resolution).

(f) "**Announcement Date**" means September 30, 2010.

(g) "**Available Amount**" has the meaning assigned to it in the Amended Purchase Agreement.

(h) "**Average VWAP**" means, for the Common Stock, any publicly-traded common stock included in an Exchange Property Unit or any capital stock distributed to holders of Common Stock as contemplated in Section 11(a)(iii) for any period, the average of the VWAP of the Common Stock, such publicly-traded stock or such capital stock for each Trading Day in such period.

(i) "**Board of Directors**" means the board of directors of the Company or any duly authorized committee thereof.

(j) "**Board Resolution**" means one or more resolutions of the Board of Directors, a copy of which has been certified by the Secretary or an Assistant Secretary of the Company, to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification and delivered to the Holders.

(k) "**Business Combination**" means a merger, consolidation, statutory share exchange or similar transaction that requires the approval of the Company's stockholders.

(l) "**Business Day**" means any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close.

(m) "**Bylaws**" means the bylaws of the Company, as they may be amended from time to time.

(n) "**Certificate of Designations**" means this Certificate of Designations relating to the Series G Preferred Stock, of which these Standard Provisions form a part, as it may be amended from time to time.

(o) "**Charter**" means the Company's Restated Certificate of Incorporation, as amended.

(p) "**Closing Date**" has the meaning assigned to it in the Transaction Agreement.

(q) "**Constituent Person**" has the meaning set forth in Section 11(b).

(r) "**Conversion Price**" shall equal the lesser of (a) $29.29 and (b) 80% of the Average VWAP of the Common Stock over the period of 30 consecutive Trading Days commencing on the Trading Day immediately after the Common Stock trades without the right to receive the Special Dividend (as such term is defined in the Transaction Agreement).

(s) "**Conversion Rate**" per share of Series G Preferred Stock shall mean (i) the sum of the Liquidation Amount for such share of Series G Preferred Stock plus any accrued and unpaid dividends with respect to the period from and including the Dividend Accrual Date immediately preceding the date of such conversion to but excluding such conversion date divided by (ii) the Conversion Price, subject to adjustment pursuant to Section 11.

(t) "**Current Market Price**" means, in respect of a share of Common Stock on any day of determination, the Average VWAP per share of Common Stock over each of the 10

consecutive Trading Days ending on the earlier of the day in question and the day before the "ex date" with respect to the issuance or distribution requiring such computation. For purposes of this definition, the term "**ex date**," when used with respect to any issuance or distribution, shall mean the first date on which the shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

(u) "**Dividend Period**" has the meaning set forth in Section 3.

(v) "**Equity Offering**" has the meaning assigned to it in the Amended Purchase Agreement.

(w) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time.

(x) "**Exchange Property Unit**" has the meaning set forth in Section 11(b).

(y) "**expiration date**" has the meaning set forth in Section 11(a).

(z) "**Expiration Time**" has the meaning set forth in Section 11(a).

(aa) "**FRBNY**" means the Federal Reserve Bank of New York.

(bb) "**General Corporate Purposes Drawdown Amount**" has the meaning assigned to it in the Amended Purchase Agreement.

(cc) "**Holder**" means each record holder of a share of Series G Preferred Stock.

(dd) "**Mandatory Conversion Date**" means March 31, 2012.

(ee) "**Number of Underlying Shares**" means, at any time of determination, a number of shares of Common Stock equal to the number of outstanding shares of Series G Preferred Stock multiplied by the Conversion Rate.

(ff) "**Observation Period**" means the 20 consecutive Trading Day period ending on the third Trading Day immediately preceding the Mandatory Conversion Date.

(gg) "**Officer**" has the meaning set forth in Section 15(b).

(hh) "**Officers' Certificate**" means a certificate signed by the Company's Chief Executive Officer, President, a Senior Vice President or a Vice President and by its Treasurer, an Assistant Treasurer, its Secretary or an Assistant Secretary.

(ii) "**Original Issue Date**" means the date on which shares of the Series G Preferred Stock are first issued, even if the Liquidation Amount is initially zero.

(jj) "**Person**" means a company, an individual, corporation, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other entity.

(kk) "**Preferred Stock**" means any and all series of serial preferred stock of the Company, including the Series G Preferred Stock.

(ll)"**Purchased Shares**" has the meaning set forth in Section 11(a).

(mm) "**record date**" has the meaning set forth in Section 11(a).

(nn) "**Reorganization Event**" has the meaning set forth in Section 11(b).

(oo) "**Restricted Shares Legend**" has the meaning set forth in Section 15(a).

(pp) "**Senior or *Pari Passu* Securities**" has the meaning set forth in Section 7(b)(i).

(qq) "**Series F Closing Drawdown Amount**" has the meaning assigned to it in the Transaction Agreement.

(rr) "**Series F Preferred Stock Purchase Agreement**" means the Securities Purchase Agreement, dated April 17, 2009, between the Company and the UST.

(ss) "**Series G Preferred Share Certificate**" has the meaning set forth in Section 15(a).

(tt) "**Share Dilution Amount**" has the meaning set forth in Section 3(b).

(uu) "**Standard Provisions**" mean these Standard Provisions that form a part of the Certificate of Designations relating to the Series G Preferred Stock.

(vv) "**Termination Date**" has the meaning set forth in the Amended Purchase Agreement.

(ww) "**Trading Day**" means a day on which the Common Stock, any publicly traded common stock included in an Exchange Property Unit or any capital stock distributed to holders of Common Stock as contemplated in Section 11(a)(iii), as the case may be, (i) is not suspended from trading at the close of regular way trading (not including extended or after hours trading) on any national or regional securities exchange or association or over-the-counter market that is the primary market for trading the Common Stock, such publicly-traded common stock or such capital stock, as appropriate, and (ii) has traded at least once regular way on the national securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock, such publicly traded common stock or such capital stock, as appropriate.

(xx) "**Transaction Agreement**" means the Master Transaction Agreement dated December 8, 2010 among the Company, ALICO Holdings LLC, AIA Aurora LLC, the FRBNY, the UST and the AIG Credit Facility Trust, as amended or supplemented from time to time.

(yy) "**Transfer Agent**" has the meaning set forth in Section 16.

(zz) "**UST**" means the United States Department of the Treasury.

(aaa) "**VWAP**" per share of the Common Stock on any Trading Day means the per share volume weighted average price as displayed on Bloomberg (or any successor service) page AIG UN <Equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m., New York City time, on the relevant Trading Day, or if Exchange Property Units have replaced the Common Stock following a Reorganization Event and an Exchange Property Unit includes publicly-traded common stock or if any capital stock or similar equity interests are distributed to holders of Common Stock as contemplated in Section 11(a)(iii), "VWAP" per share of such common stock, capital stock or similar equity units on any Trading Day means the per share volume weighted average price as displayed on Bloomberg (or any successor service) in respect of the period from 9:30 a.m. to 4:00 p.m. New York City time, on the relevant Trading Day, or in either case, if such volume weighted average price is unavailable, VWAP means the market value per share of Common Stock, such publicly-traded common stock or such capital stock or similar equity interests on such Trading Day as determined by a nationally recognized independent investment banking firm retained by the Company for this purpose.

(bbb) "**Warrants**" has the meaning set forth in the Transaction Agreement.

Section 3. *Dividends.*

(a) *Rate*. The Series G Preferred Stock shall accrue dividends with respect to each Dividend Period at a rate per annum equal to the Applicable Dividend Rate of the Liquidation Amount per share of Series G Preferred Stock as of the first day of such Dividend Period; *provided*, that if the Liquidation Amount of a share of Series G Preferred Stock increases during such Dividend Period as provided in Section 5(a), dividends with respect to such increase shall be calculated for the period from and including the date of such increase to, but excluding, the last day of such Dividend Period; *provided further*, that if the Liquidation Amount of a share of Series G Preferred Stock decreases during such Dividend Period as provided in Section 5(c) or (e), dividends with respect to the amount of such decrease shall cease to accrue as of the date of such decrease. Dividends on the Series G Preferred Stock for any period other than a full Dividend Period shall be computed on the basis of a 360-day year of twelve 30-day months. The amount of the dividends per share of Series G Preferred Stock accrued for any Dividend Period shall be added to the Liquidation Amount of such share of Series G Preferred Stock as of the first day of the immediately succeeding Dividend Period, unless dividends in such amount are declared for such Dividend Period by the Board of Directors out of assets legally available therefor and paid in cash to the Holders of record as of the Business Day immediately preceding the relevant Dividend Accrual Date in accordance with the following paragraph. The period from and including any Dividend Accrual Date to, but excluding, the next Dividend Accrual Date is a "**Dividend Period**"; *provided* that the initial Dividend Period shall be the period from and including the Original Issue Date to, but excluding, the next Dividend Accrual Date.

If the Board of Directors elect to pay dividends in cash on any Dividend Accrual Date, the Company shall provide written notice thereof to the Holders not less than three Business Days prior to such Dividend Accrual Date. If any Dividend Accrual Date on which the Board of Directors determines to pay dividends on the Series G Preferred Stock would otherwise fall on a day that is not a Business Day, then the dividend payment due on such Dividend Accrual Date

shall be postponed to the next day that is a Business Day and no additional dividends shall accrue as a result of such postponement.

Holders of the Series G Preferred Stock shall not be entitled to any dividends, whether payable in cash, securities or other property, other than dividends on the Series G Preferred Stock as specified in this Section 3 (subject to the other provisions of the Certificate of Designations).

Subject to the foregoing and to Section 3(b), and not otherwise, such dividends (payable in cash, securities or other property) as may be determined by the Board of Directors or any duly authorized committee of the Board of Directors may be declared and paid on any securities, including Common Stock and other Junior Stock, from time to time out of any funds legally available for such payment, and holders of the Series G Preferred Stock shall not be entitled to participate in any such dividends.

(b) *Limitation on Dividends*. So long as any share of the Series G Preferred Stock remains outstanding, without the consent of each of the holders of the Series G Preferred Stock, no dividend or distribution shall be declared or paid on the Common Stock or any other shares of Junior Stock (other than dividends payable solely in shares of Common Stock) or Parity Stock, and no Common Stock, Junior Stock or Parity Stock shall be, directly or indirectly, purchased, redeemed or otherwise acquired for consideration by the Company or any of its subsidiaries. The foregoing limitation shall not apply to: (i) a dividend payable on any Junior Stock in shares of any other Junior Stock, or to the acquisition of shares of any Junior Stock in exchange for, or through application of the proceeds of the sale of, shares of any other Junior Stock; (ii) redemptions, purchases or other acquisitions of shares of Common Stock or other Junior Stock in connection with the administration of any employee benefit plan in the ordinary course of business (including purchases to offset the Share Dilution Amount (as defined below) pursuant to a publicly announced repurchase plan) and consistent with past practice or to satisfy applicable tax withholdings with respect to employee equity-based compensation; *provided* that any purchases to offset the Share Dilution Amount shall in no event exceed the Share Dilution Amount; (iii) any dividends or distributions of rights or Junior Stock in connection with a stockholders' rights plan or tax asset protection plan or any redemption or repurchase of rights pursuant to any stockholders' rights plan or tax asset protection plan; (iv) the acquisition by the Company or any of its subsidiaries of record ownership in Junior Stock or Parity Stock for the beneficial ownership of any other persons (other than the Company or any of its subsidiaries), including as trustees or custodians; (v) the conversion of the Series G Preferred Stock into Common Stock; (vi) the dividend of Warrants contemplated by Section 9.04 of the Transaction Agreement; (vii) the exchange or conversion of (A) Junior Stock for or into other Junior Stock or (B) Parity Stock for or into other Parity Stock (with the same or lesser aggregate liquidation amount) or Junior Stock, in each case, solely to the extent required pursuant to binding contractual agreements entered into prior to the date of the Series F Preferred Stock Purchase Agreement for the accelerated exercise, settlement or exchange thereof for Common Stock; and (viii) any purchase, redemption or other acquisition or any dividend or distribution with the written consent of the UST. This Section 3(b) shall not be deemed to affect the ability of the Company to redeem, purchase, acquire or exchange its junior subordinated debentures issued by the Company or an Affiliate of the Company. "**Share Dilution Amount**" means the increase in the number of diluted shares outstanding (determined in accordance with generally accepted

accounting principles in the United States, and as measured from the date of the Company's consolidated financial statements most recently filed with the Securities and Exchange Commission prior to the Original Issue Date) resulting from the grant, vesting or exercise of equity-based compensation to employees and equitably adjusted for any stock split, stock dividend, reverse stock split, reclassification or similar transaction.

Section 4. *Liquidation, Dissolution or Winding Up.* In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, then, before any distribution or payment shall be made to the holders of Junior Stock, the holders of the Series G Preferred Stock and any shares of Preferred Stock ranking on a parity therewith as to liquidation shall be entitled to be paid in full the respective amounts of the liquidation preferences thereof, which in the case of the Series G Preferred Stock shall be the Liquidation Amount, plus an amount equal to all accrued dividends for any period prior to such distribution or payment date that have not been added to the Liquidation Amount. If such payment shall have been made in full to the holders of the Series G Preferred Stock and any series of Preferred Stock ranking on a parity therewith as to liquidation, the remaining assets and funds of the Company shall be distributed among the holders of Junior Stock, according to their respective rights and preferences and in each case according to their respective shares. If, upon any liquidation, dissolution or winding up of the affairs of the Company, the amounts so payable are not paid in full to the holders of all outstanding shares of the Series G Preferred Stock and any series of Preferred Stock ranking on a parity therewith as to liquidation, the holders of the Series G Preferred Stock and any series of Preferred Stock ranking on a parity therewith as to liquidation shall share ratably in any distribution of assets in proportion to the full amounts to which they would otherwise be respectively entitled. Neither the consolidation or merger of the Company, nor the sale, lease or conveyance of all or a part of its assets, shall be deemed a liquidation, dissolution or winding up of the affairs of the Company within the meaning of the foregoing provisions of this Section 4.

Section 5. *Changes to the Liquidation Amount.*

(a) *Draws on Series G Preferred Stock*. The Liquidation Amount shall be increased each time a General Corporate Purposes Drawdown Amount is paid by the UST to the Company by an amount equal to the General Corporate Purposes Drawdown Amount so paid divided by the number of shares of Series G Preferred Stock then outstanding.

(b) *Accrued Dividends*. The Liquidation Amount shall be automatically increased on each Dividend Accrual Date as provided in Section 3 to reflect the accrual of dividends at the Applicable Dividend Rate to the extent such dividends have not been paid.

(c) *Cash Payment and Redemption*. At any time after the FRBNY no longer holds any AIA/ALICO Preferred Units, the Company may, following the delivery of at least five (5) Business Days' prior written notice to the Holders in accordance with Section 12, pay the Holders an amount in cash that shall be allocated to reduce the Liquidation Amount by an amount per share equal to (i) the cash amount so paid divided by (ii) the number of shares of Series G Preferred Stock outstanding at such time. If at any time the Liquidation Amount is equal to zero, the Company shall be entitled to redeem the Series G Preferred Stock in exchange for an amount in cash per share of Series G Preferred Stock equal to the accrued dividends on

such share, if any, that have not been added to the Liquidation Amount. Upon redemption, the Holders shall return such shares to the Company and the Company shall cancel the shares of Series G Preferred Stock so returned. From and after such redemption, the Series G Preferred Stock shall cease to be outstanding and the Holders shall have no rights in respect thereof.

(d) *Equity Offering.* If the Company closes an Equity Offering prior to the Mandatory Conversion Date, the provisions of Sections 2.07 and 2.08 of the Amended Purchase Agreement shall apply, and the aggregate liquidation preference of the Series G Preferred Stock shall be adjusted as set forth in such sections. Any payment in respect of the Series G Preferred Stock as contemplated by Section 2.08 of the Amended Purchase Agreement shall be conducted in accordance with paragraph (c).

(e) *Delivery of AIA/ALICO Preferred Units*. At any time when the Company purchases AIA/ALICO Preferred Units from the FRBNY pursuant to Section 2.06(f) of the Amended Purchase Agreement, the Company shall deliver such AIA/ALICO Preferred Units to the UST pursuant to the Amended Purchase Agreement in exchange for a reduction in the Liquidation Amount by an amount per share equal to (i) the aggregate purchase price of such AIA/ALICO Preferred Units paid to the FRBNY divided by (ii) the number of shares of Series G Preferred Stock outstanding at such time.

(f) *Mandatory Conversion*. On the Mandatory Conversion Date, if the FRBNY then holds any AIA/ALICO Preferred Units, the provisions of Section 2.07 of the Amended Purchase Agreement shall apply, and the aggregate liquidation preference of the Series G Preferred Stock shall be adjusted as set forth in such section immediately prior to the conversion of the Series G Preferred Stock into shares of Common Stock as set forth in this Certificate of Designations.

(g) *No Sinking Fund*. The Series G Preferred Stock shall not be subject to any mandatory redemption, sinking fund or other similar provisions except as described in Section 6(c) below. Except as provided in the Amended Purchase Agreement, Holders of the Series G Preferred Stock shall have no right to require redemption or repurchase of any shares of the Series G Preferred Stock.

Section 6. *Mandatory Conversion; Return and Cancellation.*

(a) *Mandatory Conversion*. On the Mandatory Conversion Date, each share of Series G Preferred Stock shall automatically convert into a number of shares of Common Stock equal to the Conversion Rate in accordance with the procedures set forth in Section 9, after giving effect to Section 2.07 of the Amended Purchase Agreement.

(b) *No Fractional Shares*. No fractional shares of Common Stock shall be issued as a result of any conversion of shares of Series G Preferred Stock. Instead, the aggregate number of shares of Common Stock to be issued to any Holder upon any such conversion shall be computed on the basis of the aggregate number of shares of Series G Preferred Stock held by such Holder and will be rounded down to the nearest whole number, and in lieu of any fractional share of Common Stock issuable upon conversion, the Company shall pay an amount in cash (computed to the nearest cent) equal to the Conversion Price (as adjusted in a manner inversely proportional

to any adjustments to the Conversion Rate prior to the Mandatory Conversion Date) multiplied by such fraction of a share.

(c) *Return and Cancellation*. If at any time the Available Amount and Liquidation Amount are both equal to zero, the Holders of shares of Series G Preferred Stock shall return such shares to the Company for cancellation in exchange for an amount in cash per share of Series G Preferred Stock equal to the accrued and unpaid dividends on such share, if any, that have not been added to the Liquidation Amount, and the Company shall cancel the shares of Series G Preferred Stock so returned.

Section 7. *Voting Rights.*

(a) *General*. The holders of the Series G Preferred Stock shall not have any voting rights except as set forth below or as otherwise from time to time required by law.

(b) *Class Voting Rights as to Particular Matters*. So long as any shares of the Series G Preferred Stock are outstanding, whether or not the Liquidation Amount per share is greater than zero, in addition to any other vote or consent of stockholders required by law or by the Charter, the vote or consent of the Holders of at least 66 2/3% of the shares of the Series G Preferred Stock at the time outstanding, voting as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating:

(i) *Authorization of Senior or Pari Passu Stock*. Any amendment or alteration of the Certificate of Designations for the Series G Preferred Stock or the Charter (including any amendment to the Charter effectuated by a Certificate of Designations) to authorize or create or increase the authorized amount of, or any issuance of, any shares of, or any securities convertible into or exchangeable or exercisable for shares of, any class or series of capital stock of the Company ranking senior to or *pari passu* with the Series G Preferred Stock with respect to either or both the payment of dividends and/or the distribution of assets on any liquidation, dissolution or winding up of the Company (the "**Senior or *Pari Passu* Securities**"); *provided*, *however*, that the voting rights provided in this Section 7(b)(i) shall not apply to any amendment or alteration of the Charter (including any amendment to the Charter effectuated by a Certificate of Designations) to authorize or create or increase the authorized amount of, or any issuance of, any Senior or *Pari Passu* Securities initially issued to the UST;

(ii) *Amendment of the Series G Preferred Stock*. Any amendment, alteration or repeal of any provision of the Certificate of Designations for the Series G Preferred Stock or the Charter (including, unless no vote on such merger or consolidation is required by Section 7(b)(iii) below, any amendment, alteration or repeal by means of a merger, consolidation or otherwise) so as to adversely affect the rights, preferences, privileges or voting powers of the Series G Preferred Stock; or

(iii) *Share Exchanges, Reclassifications, Mergers and Consolidations*. Any consummation of a binding share exchange or reclassification involving the Series G Preferred Stock, or of a merger or consolidation of the Company with or into another

corporation or other entity, unless in each case (x) the shares of the Series G Preferred Stock remain outstanding and are not amended in any respect or, in the case of any such merger or consolidation with respect to which the Company is not the surviving or resulting entity, are converted into or exchanged for preference securities of the surviving or resulting entity or its ultimate parent, and (y) such shares remaining outstanding or such preference securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not materially less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of the Series G Preferred Stock immediately prior to such consummation, taken as a whole;

provided, however, that for all purposes of this Section 7(b), any increase in the amount of the authorized Preferred Stock or the creation and issuance of any other series of the Preferred Stock, or any securities convertible into or exchangeable or exercisable for any other series of the Preferred Stock, ranking junior to the Series G Preferred Stock with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) and the distribution of assets upon liquidation, dissolution or winding up of the Company shall not be deemed to adversely affect the rights, preferences, privileges or voting powers, and shall not require the affirmative vote or consent of, the Holders of outstanding shares of the Series G Preferred Stock.

(c) *Changes after Provision for Redemption*. No vote or consent of the Holders of the Series G Preferred Stock shall be required pursuant to Section 7(b) above if, at or prior to the time when any such vote or consent would otherwise be required pursuant to such Section, all outstanding shares of the Series G Preferred Stock shall have been redeemed pursuant to Section 5(c) above or returned and cancelled pursuant to Section 6(c) above.

(d) *Procedures for Voting and Consents*. The rules and procedures for calling and conducting any meeting of the Holders of the Series G Preferred Stock (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules that the Board of Directors or any duly authorized committee of the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Charter, the Bylaws, and applicable law and the rules of any national securities exchange or other trading facility on which Series G Preferred Stock is listed or traded at the time.

Section 8. *Record Holders.* To the fullest extent permitted by applicable law, the Company and the Transfer Agent may deem and treat the record Holder of any share of the Series G Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Company nor the Transfer Agent shall be affected by any notice to the contrary.

Section 9. *Conversion Procedures.*

(a) On the Mandatory Conversion Date, dividends on the shares of Series G Preferred Stock shall cease to accrue, and such shares of Series G Preferred Stock shall cease to be outstanding, in each case, subject to the right of Holders of such shares to receive the shares of

Common Stock into which such shares of Series G Preferred Stock are convertible pursuant to Section 6(a).

(b) The Holders of the shares of Series G Preferred Stock shall be treated for all purposes as the record holders of such shares of Common Stock as of the close of business on the Mandatory Conversion Date. Prior to the Mandatory Conversion Date, shares of Common Stock issuable upon conversion of any shares of Series G Preferred Stock shall not be deemed outstanding for any purpose, and Holders of shares of Series G Preferred Stock shall have no rights with respect to, or as holders of, the Common Stock (including without limitation voting rights, rights to respond to tender offers for the Common Stock and rights to receive any dividends or other distributions on the Common Stock) by virtue of holding shares of Series G Preferred Stock.

(c) Shares of Series G Preferred Stock duly converted in accordance herewith, or otherwise reacquired by the Company, shall resume the status of authorized and unissued Preferred Stock, undesignated as to series and available for future issuance (*provided* that any such cancelled shares of Series G Preferred Stock may be reissued only as shares of any series of Preferred Stock other than Series G Preferred Stock).

(d) The Company shall register the certificates for the shares of Common Stock to be issued upon conversion of Series G Preferred Stock in the name of the Holder of such Series G Preferred Stock as shown on the records of the Company, unless the Holder of such Series G Preferred Stock shall by written notice to the Company elect not to receive shares of Common Stock deliverable upon such conversion in certificated form, in which case the Company shall register such shares in its direct registration system in the name of the Holder of such Series G Preferred Stock as shown on the records of the Company.

Section 10. *Reservation of Common Stock.*

(a) On and after the date the Conversion Price is fixed, the Company shall at all times reserve and keep a sufficient number of authorized and unissued shares of Common Stock or shares held in the treasury of the Company, solely for issuance upon the conversion of shares of Series G Preferred Stock as herein provided, free from any preemptive or other similar rights.

(b) Notwithstanding the foregoing, the Company shall be entitled to deliver upon conversion of shares of Series G Preferred Stock, as herein provided, shares of Common Stock reacquired and held in the treasury of the Company (in lieu of the issuance of authorized and unissued shares of Common Stock), so long as any such treasury shares are free and clear of all liens, charges, security interests or encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders and the restrictions contemplated by the Restricted Shares Legend).

(c) All shares of Common Stock delivered upon conversion of the Series G Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

Section 11. *Conversion Rate Adjustments.*

(a) The Conversion Rate and the Number of Underlying Shares shall be subject to adjustment, without duplication, under the following circumstances:

(i) the issuance of Common Stock as a dividend or distribution to all holders of Common Stock, or a subdivision or combination of Common Stock, in which event the Conversion Rate shall be adjusted based on the following formula:

$SR_1 = SR_0 \times (OS_1 / OS_0)$

where,

SR_0	=	the Conversion Rate in effect at the close of business on the record date
SR_1	=	the Conversion Rate in effect immediately after the record date
OS_0	=	the number of shares of Common Stock outstanding at the close of business on the record date prior to giving effect to such event
OS_1	=	the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such event

(ii) the issuance to all holders of Common Stock of certain rights, options or warrants entitling them for a period expiring 60 days or less from the date of issuance of such rights, options or warrants to purchase shares of Common Stock at less than the Current Market Price of Common Stock as of the record date, in which event the Conversion Rate shall be adjusted based on the following formula:

$SR_1 = SR_0 \times (OS_0 + X) / (OS_0 + Y)$

where,

SR_0	=	the Conversion Rate in effect at the close of business on the record date
SR_1	=	the Conversion Rate in effect immediately after the record date
OS_0	=	the number of shares of Common Stock outstanding at the close of business on the record date
X	=	the total number of shares of Common Stock issuable pursuant to such rights, options or warrants
Y	=	the aggregate price payable to exercise such rights divided by the Average VWAP per share of the Common Stock over each of the 10 consecutive Trading Days prior to the Business Day immediately preceding the announcement of the issuance of such rights, options or warrants

However, the Conversion Rate shall be readjusted to the extent that any such rights, options or warrants are not exercised prior to their expiration.

(iii) the dividend or other distribution to all holders of Common Stock of shares of capital stock of the Company (other than Common Stock), rights to acquire capital stock of the Company or evidences of the Company's indebtedness or the Company's assets (excluding any dividend, distribution or issuance covered by clauses (i) or (ii) above or (iv) or (v) below) in which event the Conversion Rate shall be adjusted based on the following formula:

$SR_1 = SR_0 \times SP_0 / (SP_0 - FMV)$

where,

SR_0	=	the Conversion Rate in effect at the close of business on the record date
SR_1	=	the Conversion Rate in effect immediately after the record date
SP_0	=	the Current Market Price as of the record date
FMV	=	the fair market value (as determined in good faith by the Board of Directors, whose good faith determination when evidenced by a Board Resolution shall be conclusive and binding), on the record date, of the shares of capital stock of the Company, rights to acquire capital stock, evidences of indebtedness or assets so distributed, expressed as an amount per share of Common Stock

However, if the transaction that gives rise to an adjustment pursuant to this clause (iii) is one pursuant to which the payment of a dividend or other distribution on Common Stock consist of shares of capital stock of, or similar equity interests in, a subsidiary or other business unit of the Company, that are, or, when issued, will be, traded on a U.S. securities exchange, then the Conversion Rate shall instead be adjusted based on the following formula:

$SR_1 = SR_0 \times (FMV_0 + MP_0) / MP_0$

where,

SR_0	=	the Conversion Rate in effect at the close of business on the record date
SR_1	=	the Conversion Rate in effect immediately after the record date
FMV_0	=	the Average VWAP of the capital stock or similar equity interests distributed to holders of Common Stock applicable to one share of Common Stock over each of the 10 consecutive Trading Days commencing on and including the third Trading Day after the date on which "ex-distribution trading" commences for such dividend or distribution with respect to Common Stock on the NYSE or such other

national or regional exchange or market that is at that time the principal market for the Common Stock

MP_0 = the Average VWAP of the Common Stock over each of the 10 consecutive Trading Days commencing on and including the third Trading Day after the date on which "ex-distribution trading" commences for such dividend or distribution with respect to Common Stock on the NYSE or such other national or regional exchange or market that is at that time the principal market for the Common Stock

(iv) the Company makes a distribution consisting exclusively of cash to all holders of Common Stock, excluding (A) any cash that is distributed as part of a distribution referred to in clause (iii) above, and (B) any consideration payable in connection with a tender or exchange offer made by the Company or any of the Company's subsidiaries referred to in clause (v) below, in which event, the Conversion Rate shall be adjusted based on the following formula:

$$SR_1 = SR_0 \times SP_0 / (SP_0 - C)$$

where,

SR_0 = the Conversion Rate in effect at the close of business on the record date

SR_1 = the Conversion Rate in effect immediately after the record date

SP_0 = the Current Market Price as of the record date

C = the amount in cash per share of Common Stock the Company distributes to holders

(v) the Company or one or more of its subsidiaries make purchases of Common Stock pursuant to a tender offer or exchange offer by the Company or a subsidiary of the Company for Common Stock to the extent that the cash and value of any other consideration included in the payment per share of Common Stock validly tendered or exchanged exceeds the VWAP per share of Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "**expiration date**"), in which event the Conversion Rate will be adjusted based on the following formula:

$$SR_1 = SR_0 \times [(FMV + (SP_1 \times OS_1)] / (SP_1 \times OS_0)$$

where,

SR_0 = the Conversion Rate in effect at the close of business on the expiration date

SR_1 = the Conversion Rate in effect immediately after the expiration date

FMV = the fair market value (as determined in good faith by the Board of Directors whose good faith determination when evidenced by a Board Resolution will be conclusive and binding), on the expiration date, of the aggregate value of all cash and any other consideration paid or payable for shares validly tendered or exchanged and not withdrawn as of the expiration date (the "**Purchased Shares**")

OS_1 = the number of shares of Common Stock outstanding as of the last time tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Expiration Time**") less any Purchased Shares

OS_0 = the number of shares of Common Stock outstanding at the Expiration Time, including any Purchased Shares

SP_1 = the Average VWAP of the Common Stock over each of the 10 consecutive Trading Days commencing with the Trading Day immediately after the expiration date.

(vi) *Calculation of Adjustments*. All adjustments to the Conversion Rate shall be calculated by the Company to the nearest 1/10,000th of one share of Common Stock (or if there is not a nearest 1/10,000th of a share, to the next lower 1/10,000th of a share). No adjustment to the Conversion Rate shall be required unless such adjustment would require an increase or a decrease of at least one percent in the Conversion Rate; *provided* that any adjustments not so made shall be carried forward and taken into account in any subsequent adjustment and notwithstanding whether or not such one percent of a share threshold shall have been met, all such adjustments shall be made on the Mandatory Conversion Date. If an adjustment to the Conversion Rate is required to be made pursuant to the occurrence of any of the events contemplated by clauses (i) through (v) of this Section 11(a) or Section 11(b) during the Observation Period, appropriate and customary adjustments shall be made to the VWAP per share of the Common Stock.

(vii) *When No Adjustment Required*. No adjustment of the Conversion Rate need be made as a result of: (A) the issuance of the rights; (B) the distribution of separate certificates representing the rights; (C) the exercise or redemption of the rights in accordance with any rights agreement; or (D) the termination or invalidation of the rights, in each case, pursuant to any stockholder rights plans or tax asset protection plans adopted by the Company from time to time; *provided*, *however*, that to the extent that the Company has a stockholder rights plan or tax asset protection plan in effect on the Mandatory Conversion Date, the Holders shall receive, in addition to the shares of Common Stock, the rights under such rights plan or tax asset protection plan, unless, prior to the Mandatory Conversion Date, the rights have separated from the Common Stock, in which case the Conversion Rate shall be adjusted at the time of separation as if the Company made a distribution to all holders of Common Stock as described in clause (iii) of this Section 11(a) including for the purposes of this paragraph only shares of Common Stock and assets issuable upon exercise of rights under a stockholder rights plan or tax asset protection plan, subject to readjustment in the event of the expiration, termination or redemption of the rights.

No adjustment to the Conversion Rate need be made:

(A) upon the issuance of any shares of Common Stock or securities convertible into, or exercisable or exchangeable for, Common Stock in public or private transactions at any price that the Company deems appropriate or in exchange for other securities of the Company;

(B) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on securities of the Company and the investment of additional optional amounts in shares of Common Stock under any plan of that type;

(C) upon the issuance of any shares of Common Stock or options or rights to purchase those shares or any other award that relates to, or has a value derived from the value of the Common Stock or other securities of the Company, in each case issued pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of its subsidiaries;

(D) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security for, Common Stock in public or private transactions at any price deemed appropriate by the Company in its sole discretion;

(E) for a change in the par value or no par value of the Common Stock; or

(F) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security outstanding as of the date the shares of Series G Preferred Stock were first issued.

For purpose of this Section 11, "**record date**" means, with respect to any dividend, distribution or other transaction or event in which the holders of the Common Stock have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

(b) *Adjustment for Consolidation, Merger or Other Reorganization Event.* In the event of (A) any consolidation or merger of the Company with or into another Person or of another Person with or into the Company (other than a merger or consolidation in which the Company is the continuing corporation and in which the shares of Common Stock outstanding immediately prior to the merger or consolidation are not exchanged for cash, securities or other property of another Person), (B) any sale, transfer, lease or conveyance to another Person of the assets of the Company as an entirety or substantially as an entirety or (C) any statutory share exchange of Common Stock with another Person (other than in connection with a merger or acquisition) (any such event, a "**Reorganization Event**"), each Underlying Share shall, after such Reorganization Event, be converted into the kind and amount of securities, cash and other property receivable in such Reorganization Event (without any interest thereon, and without any right to dividends or distribution thereon which have a record date that is prior to the close of business on the Mandatory Conversion Date) per share of Common Stock by a holder of Common Stock that is

not a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale, transfer, lease or conveyance was made, or with whom shares were exchanged pursuant to any such statutory share exchange as the case may be (any such Person, a "**Constituent Person**"), or an Affiliate of a Constituent Person to the extent such Reorganization Event provides for different treatment of Common Stock held by the Affiliates and non-Affiliates of a Constituent Person (each such converted share referred to as a "**Exchange Property Unit**"; *provided* that if holders of Common Stock have the opportunity to elect the form of consideration receivable upon such Reorganization Event, the Exchange Property Unit that Holders will be entitled to receive will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock that affirmatively make an election (or of all such holders if none make an election)). On the Mandatory Conversion Date, the Conversion Rate shall be determined by reference to the Applicable Market Value of the Exchange Property Units. Following a Reorganization Event, references to the issuance of any specified number of shares of Common Stock upon the conversion of Series G Preferred Stock will be construed to be references to conversion into the same number of Exchange Property Units. The above provisions of this Section 11(b) shall similarly apply to successive Reorganization Events.

(c) *Multiple Adjustments*. For the avoidance of doubt, if an event occurs that would trigger an adjustment to a Conversion Rate pursuant to this Section 11 under more than one subsection hereof, such event, to the extent fully taken into account in a single adjustment, shall not result in multiple adjustments hereunder.

(d) *Other Adjustments*. The Company may, but shall not be required to, make such increases in the Conversion Rate, in addition to those required by this Section, as the Board of Directors considers to be advisable in order to avoid or diminish any income tax to any holders of shares of Common Stock resulting from any dividend or distribution of stock or issuance of rights or warrants to purchase or subscribe for stock or from any event treated as such for income tax purposes or for any other reason.

(e) *Notice of Adjustments and Certain Other Events.* Whenever the Conversion Rate is adjusted as provided above, the Company shall within 10 Business Days following the occurrence of an event that requires such adjustment (or if the Company is not aware of such occurrence, as soon as reasonably practicable after becoming so aware) or the date the Company makes an adjustment pursuant to clause (d) above:

(i) compute the Conversion Rate in accordance with this Section 11 and prepare and transmit to the Holders an Officers' Certificate setting forth the adjusted Conversion Rate, the method of calculation thereof in reasonable detail, and the facts requiring such adjustment and upon which such adjustment is based; and

(ii) provide a written notice to the Holders of the Series G Preferred Stock of the occurrence of such event and a statement in reasonable detail setting forth the method by which the adjustment to the Conversion Rate was determined and setting forth the adjusted Conversion Rate.

Section 12. *Notices.* All notices or communications in respect of the Series G Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designations, in the Charter or Bylaws or by applicable law. Notwithstanding the foregoing, if shares of the Series G Preferred Stock are issued in book-entry form through The Depository Trust Company or any similar facility, such notices may be given to the holders of the Series G Preferred Stock in any manner permitted by such facility.

Section 13. *No Preemptive Rights.* No Holder of the Series G Preferred Stock shall be entitled as a matter of right to subscribe for or purchase, or have any preemptive right with respect to, any part of any new or additional issue of stock of any class whatsoever, or of securities convertible into any stock of any class whatsoever, whether now or hereafter authorized and whether issued for cash or other consideration or by way of dividend.

Section 14. *Replacement Certificates.* The Company shall replace any mutilated certificate at the holder's expense upon surrender of that certificate to the Company. The Company shall replace certificates that become destroyed, stolen or lost at the Holder's expense upon delivery to the Company of reasonably satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be reasonably required by the Company.

Section 15. *Form.*

(a) The Series G Preferred Stock shall be initially issued in the form of one or more certificates in definitive, fully registered form with, until such time as otherwise determined by the Company, the restricted shares legend (the "**Restricted Shares Legend**"), as set forth on the form of the Series G Preferred Stock attached hereto as Exhibit A (each, a "**Series G Preferred Share Certificate**"), which is hereby incorporated in and expressly made a part of this Certificate of Designations. The Series G Preferred Share Certificate may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Company is subject, if any, or usage (*provided* that any such notation, legend or endorsement is in a form acceptable to the Company).

(b) An Officer shall sign the Series G Preferred Share Certificate for the Company, in accordance with the Bylaws and applicable law, by manual or facsimile signature. "**Officer**" means the Chief Executive Officer, the President, any Vice President, the Treasurer or the Secretary of the Company.

(c) If an Officer whose signature is on a Series G Preferred Share Certificate no longer holds that office at the time of the issuance of such Series G Preferred Share Certificate, such Series G Preferred Share Certificate shall be valid nevertheless.

(d) A Series G Preferred Share Certificate shall not be valid or obligatory until an authorized signatory of the Transfer Agent manually countersigns the Series G Preferred Share Certificate. The signature shall be conclusive evidence that such Series G Preferred Share Certificate has been authenticated under this Certificate of Designations. Each Series G Preferred Share Certificate shall be dated the date of its authentication.

Other than upon original issuance, all transfers and exchanges of the Series G Preferred Stock shall be made by direct registration on the books and records of the Company.

Section 16. *Transfer Agent and Registrar.* The duly appointed Transfer Agent, Conversion Agent and Registrar for the Series G Preferred Stock shall be Wells Fargo Bank,N.A. (the "**Transfer Agent**"). The Company may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Company and the Transfer Agent; *provided* that the Company shall appoint a successor transfer agent who shall accept such appointment prior to the effectiveness of such removal; *provided further* that such successor transfer agent shall be the Transfer Agent for purposes of this Certificate of Designations and the Amended Purchase Agreement.

Section 17. *Other Rights.* The shares of the Series G Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Charter or as provided by applicable law.

Section 18. *Withholding*. The Company shall be entitled to deduct and withhold from any payment or distribution made on the Series G Preferred Stock any tax required to be withheld under law, and such withheld amount shall be treated as if paid or distributed to the Holder in accordance with the terms hereunder.

Exhibit A

FORM OF SERIES G CUMULATIVE MANDATORY
CONVERTIBLE PREFERRED STOCK
($0 INITIAL LIQUIDATION PREFERENCE)

NUMBER	SHARES
[_____]	20,000

CUSIP [_____]

AMERICAN INTERNATIONAL GROUP, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE
THIS CERTIFICATE IS TRANSFERABLE
IN THE CITY OF SOUTH ST. PAUL, MINNESOTA

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF OR HEDGED IN ANY MANNER (INCLUDING THROUGH THE ENTRY INTO CASH-SETTLED DERIVATIVE INSTRUMENTS) (A) AT ANY TIME ON OR PRIOR TO THE TERMINATION DATE, EXCEPT TO A SPECIAL PURPOSE VEHICLE WHOLLY-OWNED BY THE UNITED STATES DEPARTMENT OF THE TREASURY, AND (B) AT ANY TIME AFTER THE TERMINATION DATE EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS AND IN COMPLIANCE WITH SUCH LAWS.

This is to certify that the UNITED STATES DEPARTMENT OF THE TREASURY is the owner of TWENTY THOUSAND (20,000) fully paid and non-assessable shares of Series G Cumulative Mandatory Convertible Preferred Stock, $5.00 par value, initial liquidation preference $0 per share (the "Stock"), of the American International Group, Inc. (the "Company"), transferable on the books of the Company by the holder hereof in person or by duly authorized attorney upon surrender of this certificate properly endorsed. Capitalized terms used herein but not defined shall have the respective meanings given them in the Certificate of Designations for the Stock dated January 14, 2011.

This certificate is not valid or obligatory for any purpose unless countersigned and registered by the Transfer Agent, Conversion Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

Dated: [_____].

Name:
Title:

Name:
Title:

Countersigned and Registered

_____,
as Transfer Agent, Conversion Agent and
Registrar

By: _____
Authorized Signature

AMERICAN INTERNATIONAL GROUP, INC.

AMERICAN INTERNATIONAL GROUP, INC. (the "Company") will furnish, without charge to each stockholder who so requests, a copy of the certificate of designations establishing the powers, preferences and relative, participating, optional or other special rights of each class of stock of the Company or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights applicable to each class of stock of the Company or series thereof. Such information may be obtained by a request in writing to the Secretary of the Company at its principal place of business.

This certificate and the share or shares represented hereby are issued and shall be held subject to all of the provisions of the Company's Restated Certificate of Incorporation, as amended, and the Certificate of Designations of the Series G Cumulative Mandatory Convertible Preferred Stock (copies of which are on file with the Transfer Agent), to all of which the holder, by acceptance hereof, assents.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full to applicable laws or regulations:

TEN COM —	as tenants in common	UNIF GIFT MIN ACT- _____	Custodian ____
TEN ENT —	as tenants by the entireties	(Minor)	(Cust)
JT TEN —	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act _____ (State)	

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE

_____

_____

_____ shares

of the capital stock represented by the within certificate, and do(es) hereby irrevocably constitute and appoint _____, Attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

Dated _____

Dated_____

_____
Signature

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this certificate in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED

_____

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program), pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

SCHEDULE OF CHANGES TO THE
SERIES G PREFERRED STOCK LIQUIDATION PREFERENCE

The following increases and decreases to the liquidation preference of the Series G Preferred Stock have been made:

Date of increase / decrease	Amount of increase / decrease in liquidation preference	Aggregate liquidation preference following such increase / decrease	Liquidation preference per share	Signature of authorized signatory

Exhibit 3.2

CERTIFICATE OF ELIMINATION

OF

SERIES C PERPETUAL, CONVERTIBLE, PARTICIPATING PREFERRED STOCK

OF

AMERICAN INTERNATIONAL GROUP, INC.

(Pursuant to Section 151(g)
of the General Corporation Law
of the State of Delaware)

American International Group, Inc., a Delaware corporation (the "Corporation"), hereby certifies in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware (the "DGCL") that the following resolutions were duly adopted by the Board of Directors of the Corporation (the "Board"), in connection with the exchange (the "Exchange") of the outstanding Series C Perpetual, Convertible, Participating Preferred Stock, par value $5.00 per share (the "Series C Preferred Stock"), of the Corporation, the terms of which are set forth in a Certificate of Designations filed by the Corporation on March 4, 2009 (the "Series C Certificate of Designations"), for shares of the Corporation's Common Stock, par value $2.50 per share, as contemplated by that certain Master Transaction Agreement, dated as of December 8, 2010, among the Corporation and the other parties thereto:

RESOLVED, that upon the consummation of the Exchange, no shares of the Series C Preferred Stock will be outstanding and no shares of the Series C Preferred Stock will thereafter be issued subject to the Series C Certificate of Designations;

FURTHER RESOLVED, that when a certificate setting forth this resolution becomes effective, it shall have the effect of eliminating from the Amended and Restated Certificate of Incorporation of the Corporation (the "Amended and Restated Certificate of Incorporation") all matters set forth in the Series C Certificate of Designations with respect to the Series C Preferred Stock.

The Corporation hereby certifies that the Exchange has been consummated and that, accordingly, all matters set forth in the Series C Certificate of Designations with respect to the Series C Preferred Stock shall be, and hereby are, eliminated from the Amended and Restated Certificate of Incorporation upon the filing of this Certificate of Elimination in accordance with the foregoing resolutions and Section 151(g) of the DGCL.

[Signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Elimination to be signed on its behalf by its duly authorized officer this 14th day of January, 2011.

American International Group, Inc.

By: /s/ David L. Herzog
Name: David L. Herzog
Title: Executive Vice President
and Chief Financial Officer

[Signature Page to Series C Preferred Shares Certificate of Elimination]

Exhibit 3.3

CERTIFICATE OF ELIMINATION

OF

SERIES E FIXED RATE NON-CUMULATIVE PERPETUAL PREFERRED STOCK

OF

AMERICAN INTERNATIONAL GROUP, INC.

(Pursuant to Section 151(g)
of the General Corporation Law
of the State of Delaware)

American International Group, Inc., a Delaware corporation (the "Corporation"), hereby certifies in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware (the "DGCL") that the following resolutions were duly adopted by the Board of Directors of the Corporation (the "Board") in connection with the exchange (the "Exchange") of the outstanding Series E Fixed Rate Non-Cumulative Perpetual Preferred Stock, par value $5.00 per share (the "Series E Preferred Stock"), of the Corporation, the terms of which are set forth in a Certificate of Designations filed by the Corporation on April 17, 2009 (the "Series E Certificate of Designations"), for shares of the Corporation's Common Stock, par value $2.50 per share, as contemplated by that certain Master Transaction Agreement, dated as of December 8, 2010, among the Corporation and the other parties thereto:

FURTHER RESOLVED, that upon the consummation of the Exchange, no shares of the Series E Preferred Stock will be outstanding and no shares of the Series E Preferred Stock will thereafter be issued subject to the Series E Certificate of Designations;

FURTHER RESOLVED, that when a certificate setting forth this resolution becomes effective, it shall have the effect of eliminating from the Amended and Restated Certificate of Incorporation of the Corporation (the "Amended and Restated Certificate of Incorporation") all matters set forth in the Series E Certificate of Designations with respect to the Series E Preferred Stock.

The Corporation hereby certifies that the Exchange has been consummated and that, accordingly, all matters set forth in the Series E Certificate of Designations with respect to the Series E Preferred Stock shall be, and hereby are, eliminated from the Amended and Restated Certificate of Incorporation upon the filing of this Certificate of Elimination in accordance with the foregoing resolutions and Section 151(g) of the DGCL.

[Signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Elimination to be signed on its behalf by its duly authorized officer this 14th day of January, 2011.

American International Group, Inc.

By: /s/ David L. Herzog
Name: David L. Herzog
Title: Executive Vice President
and Chief Financial Officer

[Signature Page to Series E Preferred Shares Certificate of Elimination]

Exhibit 3.4

CERTIFICATE OF ELIMINATION

OF

SERIES F FIXED RATE NON-CUMULATIVE PERPETUAL PREFERRED STOCK

OF

AMERICAN INTERNATIONAL GROUP, INC.

(Pursuant to Section 151(g)
of the General Corporation Law
of the State of Delaware)

American International Group, Inc., a Delaware corporation (the "Corporation"), hereby certifies in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware (the "DGCL") that the following resolutions were duly adopted by the Board of Directors of the Corporation (the "Board") in connection with the exchange (the "Exchange") of the outstanding Series F Fixed Rate Non-Cumulative Perpetual Preferred Stock, par value $5.00 per share (the "Series F Preferred Stock"), of the Corporation, the terms of which are set forth in a Certificate of Designations filed by the Corporation on April 17, 2009 (the "Series F Certificate of Designations"), for shares of the Corporation's Common Stock, par value $2.50 per share, as contemplated by that certain Master Transaction Agreement, dated as of December 8, 2010, among the Corporation and the other parties thereto:

FURTHER RESOLVED, that upon consummation of the Exchange, no shares of the Series F Preferred Stock will be outstanding and no shares of the Series F Preferred Stock will thereafter be issued subject to the Series F Certificate of Designations;

FURTHER RESOLVED, that when a certificate setting forth this resolution becomes effective, it shall have the effect of eliminating from the Amended and Restated Certificate of Incorporation of the Corporation (the "Amended and Restated Certificate of Incorporation") all matters set forth in the Series F Certificate of Designations with respect to the Series F Preferred Stock.

The Corporation hereby certifies that the Exchange has been consummated and that, accordingly, all matters set forth in the Series F Certificate of Designations with respect to the Series F Preferred Stock shall be, and hereby are, eliminated from the Amended and Restated Certificate of Incorporation upon the filing of this Certificate of Elimination in accordance with the foregoing resolutions and Section 151(g) of the DGCL.

[Signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Elimination to be signed on its behalf by its duly authorized officer this 14th day of January, 2011.

American International Group, Inc.

By: /s/ David L. Herzog
Name: David L. Herzog
Title: Executive Vice President
and Chief Financial Officer

[Signature Page to Series F Preferred Shares Certificate of Elimination]

Exhibit 99.1

GUARANTEE, PLEDGE AND PROCEEDS APPLICATION AGREEMENT

dated as of

January 14, 2011

among

AMERICAN INTERNATIONAL GROUP, INC.,

THE GUARANTORS PARTY HERETO

and

AIA AURORA LLC and ALICO HOLDINGS LLC
as the Secured Parties

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SCHEDULES:

Schedule 1 Pledgor Data

Schedule 2 Designated Interests, Indebtedness and Proceeds Therefrom Pledged by the Pledgors, Equity Interests of the AIA SPV and the ALICO SPV Pledged by the Borrower and Securities Pledged by the AIA SPV and the ALICO SPV as of the Effective Date

EXHIBITS:

Exhibit A Issuer Control Agreement

GUARANTEE, PLEDGE AND PROCEEDS APPLICATION AGREEMENT

AGREEMENT dated as of January 14, 2011 among AMERICAN INTERNATIONAL GROUP, INC., as Borrower, the GUARANTORS party hereto and AIA AURORA LLC (the "**AIA SPV**") and ALICO HOLDINGS LLC (the "**ALICO SPV**"), each as Secured Party.

WHEREAS, the Borrower and the Secured Parties are parties to the Master Transaction Agreement;

WHEREAS, as contemplated by the Master Transaction Agreement, the Borrower and the Secured Parties wish to enter into the SPV Intercompany Loan Agreements simultaneously with the closing of the transactions contemplated by the Master Transaction Agreement to provide for borrowings under the SPV Intercompany Loan Agreements by the Borrower subject to the terms and conditions thereof;

WHEREAS, the FRBNY, as a holder of AIA/ALICO Preferred Units, is willing to consent to such borrowings only subject to the grant of security contained herein and such other terms and conditions as are set forth herein and in the Master Transaction Agreement;

WHEREAS, the Borrower is willing to cause each of the Guarantors party hereto to guarantee the Secured Obligations of the Borrower pursuant to the terms, conditions and limitations set forth herein and to cause each Guarantor to secure its guarantee thereof by granting Liens on certain of its assets to the Secured Parties as provided herein and in the other Security Documents in order to obtain the consent of the FRBNY to the lending of funds under the SPV Intercompany Loan Agreements;

WHEREAS, upon any foreclosure or other enforcement of the Security Documents and sale of any Collateral, any sale of the Collateral or the Designated Interests by the Borrower or any Guarantor or the receipt by the Borrower or any Guarantor of any dividends or other distributions on account of any Collateral or any Designated Interests, the Net Proceeds thereof are to be received by or paid over to the Secured Parties and applied as provided herein and pursuant to the SPV LLC Agreements;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. *Definitions.*

(a) *Terms Defined in UCC*. As used herein, each of the following terms has the meaning specified in the UCC:

Term	UCC
Account	9-102
Authenticate	9-102
Certificated Security	8-102
Document	9-102
Entitlement Holder	9-102
Equipment	9-102
Financial Asset	8-102 & 103
General Intangibles	9-102
Instrument	9-102
Inventory	9-102
Investment Property	9-102
Proceeds	9-102
Securities Account	8-501
Securities Intermediary	8-102
Security	8-102 & 103
Security Entitlement	8-102
Uncertificated Security	8-102

(b) *Additional Definitions*. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Master Transaction Agreement. The following additional terms, as used herein, have the following meanings:

"**Aggregate Liquidity**" means, at the date of calculation (on a Borrower-only basis and not on a consolidated basis) the sum of (i) the aggregate amount of unrestricted cash and cash equivalents on hand of the Borrower and (ii) the aggregate unused amount of commitments available for immediate draw at such time by the Borrower under committed third-party credit facilities and contingent capital facilities then in effect (excluding, for these purposes, the Available Amount (as such term is defined in the Amended and Restated Purchase Agreement) under the Series G Drawdown Right).

"**Collateral**" means all property, whether now owned or hereafter acquired, on which a Lien is granted or purports to be granted to the Secured Parties pursuant to the Security Documents. When used with respect to a specific Pledgor, the term "Collateral" means all its property on which such a Lien is granted or purports to be granted.

"**Collateral Custodian**" means the Rights Holder or any other Person that the Rights Holder shall elect to appoint as the Collateral Custodian in its discretion; in each case the Collateral Custodian shall hold the Collateral that can be perfected by physical possession on behalf of the Secured Parties.

"**Control**", when used with respect to any Security or Security Entitlement, has the meaning specified in UCC Section 8-106.

"**Controlled Securities Account**" means a Securities Account that (i) is maintained in the name of a Pledgor at an office of a Securities Intermediary located in the United States and (ii) together with all Financial Assets credited thereto and all related Security Entitlements, is subject to a Securities Account Control Agreement among such Pledgor, the Secured Parties and such Securities Intermediary.

"**Effective Date**" means January 14, 2011.

"**Event of Default**" has the meaning set forth in Section 11.

"**Excluded Property**" means (i) motor vehicles the perfection of a security interest in which is excluded from the Uniform Commercial Code in the relevant jurisdiction, (ii) voting Equity Interests in any Foreign Subsidiary, to the extent (but only to the extent) required to prevent the Collateral from including more than 66% of all voting Equity Interests in such Foreign Subsidiary, (iii) notwithstanding clause (ii) of this definition, Equity Interests in any Transparent Subsidiary to the extent (but only to the extent) required to prevent the Collateral from including, directly or indirectly (through one or more Transparent Subsidiaries), more than 66% of all voting Equity Interests in a Foreign Subsidiary, (iv) assets that give rise to tax-exempt interest income within the meaning of Section 265(a)(2) of the Internal Revenue Code of 1986, as amended from time to time, (v) any property to the extent that the grant of a security interest therein is prohibited by any applicable law or regulation, requires a consent not obtained of any Governmental Authority pursuant to any applicable law or regulation, or is prohibited by or constitutes a breach or default under, or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such law or regulation or the term in such contract, license, agreement, instrument or other document or agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law and (vi) any property held as Indemnification Collateral under the Indemnification Collateral Account Security and Control Agreement, dated as of November 1, 2010, among Borrower, the ALICO SPV, MetLife and the other parties thereto.

"**Foreign Subsidiary**" means any Subsidiary that is a "controlled foreign corporation" within the meaning of the Internal Revenue Code of 1986, as amended from time to time. For this purpose, a "controlled foreign corporation" includes any Subsidiary (other than a disregarded entity) substantially all of the assets of which is the stock of one or more controlled foreign corporations.

"**Governmental Authority**" means any national, regional, local or foreign governmental, legislative, judicial, administrative or regulatory authority, agency, commission, body, court or entity, including any board of insurance, insurance department or insurance commissioner.

"**Guarantors**" means each Subsidiary signing and delivering a counterpart hereof on the Effective Date and each Subsidiary that thereafter has signed and delivered a joinder agreement pursuant to which it agrees to be a Guarantor hereunder and to be bound by this Agreement accordingly, and in each case its and their successors and assigns.

"**Intellectual Property**" means all intellectual and similar property of any Pledgor of every kind and nature now owned or hereafter acquired by any Pledgor, including inventions, designs, patents, copyrights, licenses, trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"**Intellectual Property Filing**" means (i) with respect to any patent, patent license, trademark or trademark license, the filing of an appropriate Intellectual Property Security Agreement with the United States Patent and Trademark Office, together with an appropriately completed recordation form, and (ii) with respect to any copyright or copyright license, the filing of an appropriate Intellectual Property Security Agreement with the United States Copyright Office, together with an appropriately completed recordation form, in each case sufficient to record the Transaction Lien granted to the Secured Party in such Intellectual Property.

"**Intellectual Property Security Agreement**" means an instrument memorializing a Transaction Lien on Intellectual Property which is in appropriate form for filing in the relevant office specified herein.

"**Issuer Control Agreement**" means an Issuer Control Agreement substantially in the form of Exhibit A (with any changes that the Secured Party shall have approved).

"**LLC Interest**" means a membership interest or similar interest in a limited liability company.

"**Loan**" means a loan outstanding under an SPV Intercompany Loan Agreement.

"**Loan Documents**" means the SPV Intercompany Loan Agreements (including the promissory notes delivered thereunder) and the Security Documents.

"**Master Transaction Agreement**" means the Master Transaction Agreement dated as of December 8, 2010 among the Borrower, the Secured Parties, the FRBNY, the UST and the Trust.

"**Material Adverse Effect**" means (i) a materially adverse effect on the business, assets, liabilities, operations, condition (financial or otherwise), operating results or prospects of the Borrower and the Subsidiaries, taken as a whole, (ii) a material impairment of the ability of the Borrower or any other Pledgor to perform any of its obligations under any Loan Document to which it is or will be a party or (iii) a material impairment of the rights and remedies of or benefits available to the Secured Parties under any Loan Document.

"**Net Proceeds**" of any property means (i) all dividends or other distributions on such asset and all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale (including, with respect to any Designated Entity, the sale of all or substantially all of the assets of such Designated Entity and its subsidiaries, taken as a whole), lease, exchange, assignment, licensing or other disposition of, or other realization upon, such property, including all claims of the owner of such asset against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, such property, and any condemnation or requisition payments with respect to such property (including cash proceeds subsequently received (as and when received) in respect of noncash consideration initially received and including insurance proceeds) *less* (ii) (A) any expenses (including broker's fees or commissions, legal fees and expenses, transfer and similar taxes and Borrower's good-faith estimate of income taxes required to be paid in cash) incurred or assumed by the Borrower or any Guarantor in connection with the sale, transfer or other disposition (by way of merger, casualty, condemnation or otherwise) of such property and (B) any amounts provided as a reserve, in accordance with GAAP, against any liabilities associated with the property subject to such sale, transfer or other disposition or under any indemnification obligations or purchase price adjustment associated with such sale, transfer or other disposition; *provided, however*, that to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Proceeds deemed to have been received as of such time.

"**Opinion of Counsel**" means a written opinion of legal counsel (who may be counsel to a Pledgor or other counsel, in either case approved by the Secured Parties) addressed and delivered to the Secured Parties.

"**own**" refers to the possession of sufficient rights in property to grant a security interest therein as contemplated by UCC Section 9-203, and "**acquire**" refers to the acquisition of such sufficient rights.

"**Partnership Interest**" means a partnership interest, whether general or limited.

"**Pledged**", when used in conjunction with any type of asset, means at any time an asset of such type that is included (or that creates rights that are included) in the Collateral at such time. For example, "Pledged Equity Interest" means an Equity Interest that is included in the Collateral at such time.

"**Pledgors**" means the Borrower and the Guarantors.

"**Post-Petition Interest**" means any interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of any one or more of the Pledgors (or would accrue but for the operation of applicable bankruptcy or insolvency laws), whether or not such interest is allowed or allowable as a claim in any such proceeding.

"**Regulated Subsidiary**" means a Subsidiary the business and affairs of which are regulated by a Governmental Authority whose consent is required for any acquisition of control or change of control thereof or for the guarantee of, or grant of Liens to secure, the obligations or performance of any controlling Person.

"**Release Conditions**" means the following conditions for releasing all the Secured Guarantees and terminating all the Transaction Liens: all Secured Obligations shall have been paid in full (other than contingent indemnification and expense reimbursement obligations as to which no claim or potential claim shall have been asserted).

"**Representatives**" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents, attorneys, accountants and other professional advisors of such Person and its Affiliates.

"**Sale of Guarantor**" has the meaning specified in Section 2(c)(ii).

"**Secured Agreement**" refers, when used with respect to any Secured Obligation, collectively to each instrument, agreement or other document that sets forth obligations of the Borrower, obligations of a Guarantor and/or rights of the holder with respect to such Secured Obligation.

"**Secured Guarantee**" means, with respect to each Guarantor, its guarantee of the Secured Obligations under Section 2 hereof.

"**Secured Obligations**" means: (a) all principal of all Loans outstanding from time to time under the SPV Intercompany Loan Agreements, all interest (including Post-Petition Interest) on all such Loans and all other amounts now or hereafter payable by the Borrower pursuant to the SPV Intercompany Loan Agreements; (b) the obligation of the Borrower to make, or cause to be made, SPV Capital Contributions pursuant to Section 3.04 of the Master Transaction Agreement; and (c) all payment obligations of the Borrower under this Agreement.

"**Secured Party**" means each of the AIA SPV and the ALICO SPV and any successors thereof or assignee thereof that hold the Secured Obligations.

"**Securities Account Control Agreement**" means, when used with respect to a Securities Account of any Pledgor, a Securities Account Control Agreement in form and substance satisfactory to the Secured Parties among such Pledgor, the Secured Parties and the relevant Securities Intermediary.

"**Securities Act**" means the Securities Act of 1933, as amended from time to time.

"**Security Documents**" means this Agreement, the Issuer Control Agreements, the Intellectual Property Security Agreements, the Securities Account Control Agreements and all other supplemental or additional security agreements, control agreements or similar instruments delivered pursuant to the SPV Intercompany Loan Agreements, this Agreement and/or the Master Transaction Agreement.

"**SPV Intercompany Loan Agreements**" means the AIA SPV Intercompany Loan Agreement and the ALICO SPV Intercompany Loan Agreement.

"**subsidiary**" means, with respect to any Person, any corporation, partnership, joint venture, limited liability company or other entity (i) of which more than fifty percent (50%) of the interest in the capital or profits of such corporation, partnership, joint venture or limited liability company or (ii) of which a majority of the voting securities or other voting interests, or a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or persons performing similar functions with respect to such entity, is, at the time, directly or indirectly owned by such Person and/or one or more subsidiaries thereof; *provided*, *however*, that neither AIG Global Asset Management Holdings Corp. and its subsidiaries nor any investment vehicle managed by the Borrower or any of its Affiliates and created or invested in the ordinary course of its or their respective investment management shall be a subsidiary of the Borrower or any of its Affiliates for purposes of this Agreement.

"**Subsidiary**" means any subsidiary of the Borrower.

"**Transaction Liens**" means the Liens granted by the Pledgors under the Security Documents.

"**Transparent Subsidiary**" means (i) any Subsidiary that is treated as either a partnership or an entity disregarded as separate from its owner under Treasury Regulation §301.7701-2(c)(1), and (ii) any other Subsidiary substantially all the assets of which (including assets owned indirectly through Transparent Subsidiaries) are Equity Interests in Foreign Subsidiaries.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided* that, if perfection or the effect of perfection or non-perfection or the priority of any Transaction Lien on any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"**United States**" means the United States of America.

(c) *Terms Generally.* The definitions of terms herein (including those incorporated by reference to the UCC or to another document) apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. The words "**include**", "**includes**" and "**including**" shall be deemed to be followed by the phrase "**without limitation**". The word "**will**" shall be construed to have the same meaning and effect as the word "**shall**". Unless the context requires otherwise, (i) except as otherwise specified herein, any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "**herein**", "**hereof**" and "**hereunder**", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement and (v) the word "**property**" shall be construed to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 2. *Guarantees by Guarantors.*

(a) *Secured Guarantees.* Subject to Section 2(i), each Guarantor, jointly and severally, unconditionally guarantees the full and punctual payment of each Secured Obligation when due (whether at stated maturity, upon acceleration or otherwise). This is a guaranty of payment and not of collection. The Secured Parties shall not be required to exhaust any right or remedy or take any action against the Borrower or any other Person or any collateral. If the Borrower fails to pay any Secured Obligation punctually in accordance with the terms of the SPV Intercompany Loan Agreements, the Master Transaction Agreement or this Agreement, as applicable, each Guarantor agrees that it will forthwith on demand pay the amount not so paid at the place and in the manner specified in the relevant Secured Agreement.

(b) *Secured Guarantees Unconditional*. The obligations of each Guarantor under its Secured Guarantee shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Borrower, any other Guarantor or any other Person under any Secured Agreement, by operation of law or otherwise;

(ii) any modification or amendment of or supplement to any Secured Agreement;

(iii) any release, impairment, non-perfection or invalidity of any direct or indirect security for any obligation of the Borrower, any other Guarantor or any other Person under any Secured Agreement;

(iv) any change in the corporate existence, structure or ownership of the Borrower, any other Guarantor or any other Person or any of their respective subsidiaries, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, any other Guarantor or any other Person or any of their assets or any resulting release or discharge of any obligation of the Borrower, any other Guarantor or any other Person under any Secured Agreement;

(v) the existence of any claim, set-off or other right that such Guarantor may have at any time against the Borrower, any other Guarantor, either Secured Party or any other Person, whether in connection with the Loan Documents or any unrelated transactions; *provided* that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) any invalidity or unenforceability relating to or against the Borrower, any other Guarantor or any other Person for any reason of any Secured Agreement, or any provision of applicable law or regulation purporting to prohibit the payment of any Secured Obligation by the Borrower, any other Guarantor or any other Person; or

(vii) any other act or omission to act or delay of any kind by the Borrower, any other Guarantor, any other party to any Secured Agreement, either Secured Party or any other Person, or any other circumstance whatsoever that might, but for the provisions of this clause (vii), constitute a legal or equitable discharge of or defense to any obligation of any Guarantor hereunder.

(c) *Release of Secured Guarantees*. (i) All the Secured Guarantees will be released when all the Release Conditions are satisfied. If at any time any payment of a Secured Obligation is rescinded or must be otherwise restored or returned upon the insolvency or receivership of the Borrower or otherwise, the Secured Guarantees shall be reinstated with respect thereto as though such payment had been due but not made at such time.

(ii) If all the capital stock of a Guarantor or all or substantially all the assets of a Guarantor or all the Designated Interests owned by a Guarantor are sold, transferred or otherwise disposed of to a Person (other than the Borrower or any of its Subsidiaries) in a transaction permitted by this Agreement and the Master Transaction Agreement (any such sale, a "**Sale of Guarantor**"), each Secured Party shall release such Guarantor from its Secured Guarantee; *provided* that arrangements reasonably satisfactory to the Secured Parties and the Rights Holder have been made to apply the Net Proceeds of such Sale of Guarantor that constitute Net Proceeds of any Collateral or Designated Interests as required by the SPV Intercompany Loan Agreements and this Agreement.

(iii) In addition to any release required by subsection (ii), the Rights Holder, on behalf of the Secured Parties, may release any Secured Guarantee.

(d) *Waiver by Guarantors*. Each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against the Borrower, any other Guarantor and/or any other Person.

(e) *Reinstatement*. Each secured Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by the Secured Parties, including, without limitation, on the insolvency, bankruptcy or

reorganization of the Borrower or otherwise, in each case as though the payment had not been made.

(f) *Subrogation*. A Guarantor that makes a payment with respect to a Secured Obligation hereunder shall be subrogated to the rights of the relevant Secured Party against the Borrower with respect to such payment and shall be entitled to contribution from the other Guarantors in accordance with applicable law; *provided* that no Guarantor shall enforce any payment, or accept any payment, by way of subrogation against the Borrower, or by reason of contribution against any other guarantor of such Secured Obligation, until all the Release Conditions have been satisfied.

(g) *Stay of Acceleration*. If acceleration of the time for payment of any Secured Obligation by the Borrower is stayed by reason of the insolvency or receivership of the Borrower or otherwise, all Secured Obligations otherwise subject to acceleration under the terms of any Secured Agreement shall nonetheless be payable by the Guarantors hereunder forthwith on demand by either Secured Party.

(h) *Continuing Guarantee*. Each Secured Guarantee is a continuing guarantee, shall be binding on the relevant Guarantor and its successors and assigns, and shall be enforceable by each Secured Party. If all or part of the Secured Parties' interest in any Secured Obligation is assigned or otherwise transferred, the transferor's rights under each Secured Guarantee, to the extent applicable to the obligation so transferred, shall automatically be transferred with such obligation.

(i) *Limitations on Recourse.*

(i) The Secured Parties shall have recourse in respect of the Secured Obligations only (1) to the Collateral and (2) against the Borrower (x) up to an aggregate amount equal at any time to the fair market value of the Designated Interests that are not Collateral at such time, as reasonably determined in good faith by the AIG Board, or if the Rights Holder on behalf of the Secured Parties contests such valuation, by an investment banking firm of national standing designated by mutual agreement of AIG and the Rights Holder on behalf of the Secured Parties and (y) in respect of any amounts due and unpaid pursuant to Section 4(a); *provided* that the foregoing limitations shall not apply to any claims against the Borrower for any loss, damage, cost, expense, liability, claim or other obligation incurred by the Secured Parties (including reasonable attorney's fees and reasonable out-of-pocket expenses) arising out of or in connection with (A) fraud or intentional misrepresentation by the Borrower in connection with the Loans, or (B) Borrower's knowing and

intentional failure to perform its material obligations under the Loan Documents.

(ii) The Secured Parties shall have recourse against any Guarantor only to the extent of such Guarantor's interests in the Collateral.

(iii) The ALICO SPV, as Secured Party, shall have no recourse to any Collateral pledged by the AIA SPV as Guarantor in respect of the Secured Obligations until such time as the Preferred Payment (as defined in the AIA SPV LLC Agreement) shall have occurred in accordance with the terms of the AIA SPV LLC Agreement and the ALICO SPV, as Secured Party, shall be subordinated in right of payment from the AIA SPV, as Guarantor, to the prior payment in full of the AIA Liquidation Preference and all preferred returns earned thereon, except (A) during any period in which the FRBNY Payoff Time shall have occurred with respect to the AIA SPV but not with respect to the ALICO SPV, during which period the ALICO SPV shall have recourse to any Collateral Pledged by the AIA SPV in priority of any distribution on the AIA Preferred Units or (B) to the extent otherwise directed by the Rights Holder.

(iv) The AIA SPV, as Secured Party, shall have no recourse to any Collateral pledged by the ALICO SPV as Guarantor in respect of the Secured Obligations until such time as the Junior Preferred Payment (as defined in the ALICO SPV LLC Agreement) shall have occurred in accordance with the terms of the ALICO SPV LLC Agreement and the AIA SPV, as Secured Party, shall be subordinated in right of payment from the ALICO SPV, as Guarantor, to the prior payment in full of the ALICO Liquidation Preference and all preferred returns earned thereon, except (A) during any period in which the FRBNY Payoff Time shall have occurred with respect to the ALICO SPV but not with respect to the AIA SPV, during which period the AIA SPV shall have recourse to any Collateral Pledged by the ALICO SPV in priority of any distribution on the ALICO Preferred Units or (B) to the extent otherwise directed by the Rights Holder.

(j) *Limitation on Obligations of Each Guarantor.* The obligations of each Guarantor under its Secured Guarantee shall be limited to an aggregate amount equal to the largest amount that would not render such Secured Guarantee subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of applicable law.

SECTION 3. *Grant of Transaction Liens.*

(a) Subject to clause (d) of this Section 3, the Borrower, in order to secure the Secured Obligations, and each Guarantor other than the AIA SPV and

the ALICO SPV, in order to secure its Secured Guarantee, grants to each Secured Party a continuing security interest in all the following property of the Borrower or such Guarantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located:

(i) all Designated Interests;

(ii) all indebtedness for borrowed money owed by any Designated Entity;

(iii) all Equity Interests of the AIA SPV and the ALICO SPV;

(iv) all Securities and Instruments evidencing any of the Collateral described in the foregoing clauses (i) through (iii);

(v) all Intellectual Property that (1) is used exclusively by any Designated Entity or its subsidiaries or (2) otherwise relates exclusively to any Designated Entity or its subsidiaries, is required to operate such Designated Entity or its subsidiaries and is not comprised of off-the-shelf computer software which is generally available on nondiscriminatory pricing terms;

(vi) all books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) that (1) are used exclusively by any Designated Entity or its subsidiaries or (2) otherwise relate exclusively to any Designated Entity or its subsidiaries, are required to operate such Designated Entity or its subsidiaries and are not comprised of off-the-shelf computer software which is generally available on nondiscriminatory pricing terms;

(vii) all General Intangibles related to any rights under any contract (but only to the extent that such rights are not prohibited to be assigned by the Borrower or the Guarantor, as applicable, by the express terms of such contract) to sell, transfer or otherwise dispose of the Collateral described in the foregoing clauses (i) through (vi), including, without limitation, the rights that are expressly assignable pursuant to Section 11.06 of the Star-Edison Purchase Agreement;

(viii) any property set forth on Schedule 2 to the extent not captured by the foregoing clauses (i) through (vii); and

(ix) all Proceeds of the Collateral described in the foregoing clauses (i) through (viii) other than (A) if, at the time of receipt of any Net Proceeds of the ILFC Interests, Aggregate Liquidity is less than $6,000,000,000 or such other amount as shall be agreed in writing by Borrower and the Rights Holder on behalf of the Secured Parties, an

aggregate amount of such Net Proceeds not to exceed $2,000,000,000 (taking into account any Net Proceeds of the ILFC Interests previously retained by the Borrower pursuant to Section 4(a)) *less* the aggregate principal amount of any indebtedness secured by the ILFC Interests the incurrence of which was permitted by Section 7(c) and (B) the amount of Net Proceeds of the Star Interests or the Edison Interests, if any, that the Rights Holder, on behalf of the Secured Parties, has agreed to permit Borrower to retain pursuant to Section 4(a);

provided that the Excluded Property is excluded from the foregoing grant of security interests.

(b) Subject to clause (d) of this Section 3, each of the AIA SPV and the ALICO SPV, in their respective capacities as Guarantors in order to secure their respective Secured Guarantees, grants to the other as Secured Party a continuing security interest in all the following property of such Guarantor whether now owned or existing or hereafter acquired or arising and regardless of where located:

(i) all Accounts;

(ii) all indebtedness for borrowed money owed by any Designated Entity;

(iii) all Documents;

(iv) all Equipment;

(v) all General Intangibles (including any Equity Interests in other Persons that do not constitute Investment Property) except for the SPV Intercompany Loan Agreement to which it is a party;

(vi) all Inventory;

(vii) all Securities and Instruments;

(viii) all Investment Property;

(ix) all books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) of such Guarantor (1) pertaining to any of its Collateral or (2) used exclusively by any Designated Entity or its subsidiaries or otherwise relating exclusively to any Designated Entity or its subsidiaries and required to operate such Designated Entity or its subsidiaries and not comprised of off-the-shelf computer software which is generally available on nondiscriminatory pricing terms;

(x) such Guarantor's ownership interest in (1) its Controlled Securities Accounts, (2) all Financial Assets credited to its Controlled Securities Accounts from time to time and all Security Entitlements in respect thereof, (3) all cash held in its Controlled Securities Accounts from time to time and (4) all other money in the possession of the Secured Parties; and

(xi) all Proceeds of the Collateral described in the foregoing clauses (i) through (x) and all Proceeds from the SPV Intercompany Loan Agreement to which it is a party;

provided that the Excluded Property is excluded from the foregoing grant of security interests.

(c) The Transaction Liens are granted as security only and shall not subject either Secured Party to, or transfer or in any way affect or modify, any obligation or liability of any Pledgor with respect to any of the Collateral or any transaction in connection therewith.

(d) If the Governmental Authority having jurisdiction over any Regulated Subsidiary determines that a pledge of the Equity Interests of such Regulated Subsidiary hereunder constitutes or would constitute the acquisition of or a change of control with respect to such Regulated Subsidiary or any subsidiary thereof as to which the prior approval of such Governmental Authority was required and not obtained or waived, then, immediately upon the relevant Pledgor's receipt of written notice from such Governmental Authority of such determination and without any action on the part of either Secured Party or any other Person, such pledge shall be rendered void *ab initio* and of no effect, at which time the Pledgor may cause the Regulated Subsidiary to alter its share transfer records to reflect that the pledge has become void. Upon any such occurrence, (i) the Secured Parties shall, at such Pledgor's written request and expense, return all certificates representing such Equity Interests to such Pledgor and execute and deliver such documents as such Pledgor shall reasonably request to evidence such Pledgor's retention of all rights in such Equity Interests and (ii) such Pledgor, if permitted, shall promptly, and each Secured Party, if permitted, may, submit a request to the relevant Governmental Authority for approval of the pledge of such Equity Interests by the Pledgor hereunder, with which the Pledgor and the relevant Regulated Subsidiary shall fully cooperate, and, upon receipt of such approval, shall forthwith deliver to the Secured Parties certificates representing all the outstanding Equity Interests in such Regulated Subsidiary (subject to the limitation in Section 5(e) if such Regulated Subsidiary is a Foreign Subsidiary) to be held as Collateral hereunder.

SECTION 4. *Application of Net Proceeds of Collateral and Designated Interests.* The Borrower hereby covenants and agrees with each Secured Party

and the Rights Holder that, so long as this Agreement shall remain in effect and until all Secured Obligations shall have been paid in full, except to the extent otherwise agreed in writing by the Rights Holder on behalf of the Secured Parties:

(a) As soon as practicable and in any case on or prior to (x) the fifth Business Day following the receipt of cash Net Proceeds of all or any portion of the Collateral (other than any Collateral to which either Secured Party does not have recourse at such time pursuant to Section 2(i)(iii) or 2(i)(iv)) or the Designated Interests by the Borrower or any Subsidiary that is not a Regulated Subsidiary or a subsidiary of a Regulated Subsidiary and (y) the twentieth Business Day following the receipt of any such cash Net Proceeds by any Regulated Subsidiary or a subsidiary of a Regulated Subsidiary, the Borrower or any Guarantor shall apply, or cause to be applied, an amount equal to 100% of such Net Proceeds, to satisfy the Secured Obligations in accordance with the terms of paragraph (b) of this Section; *provided*, *however*, that (i) if, at the time of receipt of any Net Proceeds of the ILFC Interests, Aggregate Liquidity is less than $6,000,000,000 or such other amount as shall be agreed in writing by Borrower and the Rights Holder on behalf of the Secured Parties, then Borrower shall be permitted to retain an aggregate amount of such Net Proceeds not to exceed $2,000,000,000 (taking into account any Net Proceeds of the ILFC Interests previously retained by the Borrower pursuant to this Section) *less* the aggregate principal amount of any indebtedness secured by the ILFC Interests the incurrence of which was permitted by Section 7(c), and shall not be obligated to apply or cause to be applied such amounts to satisfy the Secured Obligations and (ii) Borrower shall be permitted to retain Net Proceeds of the Star Interests or the Edison Interests only if, and to the extent, the Rights Holder, on behalf of the Secured Parties, shall agree in writing to permit Borrower to retain such Net Proceeds and not to apply or cause to be applied such amounts to satisfy the Secured Obligations.

(b) Any amounts paid on account of the Secured Obligations, including, without limitation, amounts due pursuant to paragraph (a) of this Section, any other amounts voluntarily or involuntarily paid by the Borrower, any Guarantor or any other Person, and any cash Net Proceeds of all or any part of the Collateral (other than any Collateral to which either Secured Party does not have recourse at such time pursuant to Section 2(i)(iii) or 2(i)(iv)) generated by any Person upon the occurrence and during the continuance of an Event of Default, shall be applied, without duplication, in the following order of priorities:

first, to pay any expenses incurred or assumed by the Borrower or any Guarantor in connection with such payment (without duplication of expenses accounted for in the determination of the Net Proceeds of such transaction) and to pay the costs of enforcement of the Secured Parties' rights with respect to such asset or assets, if applicable;

second, unless otherwise agreed by the Rights Holder on behalf of the Secured Parties, to be paid to the AIA SPV and/or the ALICO SPV, pro rata in accordance with the relative size of the outstanding AIA Liquidation Preference and the ALICO Liquidation Preference at the time such payments are made, such amounts to be applied by the AIA SPV and/or the ALICO SPV first to accrued but unpaid interest (including Post-Petition Interest) on, and then to principal of, the Loans under the applicable SPV Intercompany Loan Agreement in accordance with the applicable provisions of the relevant SPV Intercompany Loan Agreement and second to satisfy the Borrower's obligation to make or caused to be made SPV Capital Contributions to the AIA SPV and/or the ALICO SPV pursuant to Section 3.04 of the Master Transaction Agreement;

third, to pay any other amounts due under this Agreement or either SPV Intercompany Loan Agreement; and

finally, if applicable, to pay to each relevant Pledgor, or as a court of competent jurisdiction may direct, any surplus then remaining from the proceeds of the Collateral owned by it;

provided, however, that Collateral owned by a Guarantor shall be liquidated and any proceeds thereof shall be applied pursuant to the foregoing clauses only to the extent permitted by the limitations in Section 2(i)(iii), 2(i)(iv) or 2(j).

SECTION 5. *General Representations and Warranties.* Each Pledgor represents and warrants to each Secured Party, the UST, the FRBNY and the Rights Holder that:

(a) Such Pledgor is (i) duly organized, validly existing and in good standing under the laws of the jurisdiction identified as its jurisdiction of organization in Schedule 1, (ii) has all requisite power and authority to own its property and assets and to carry on its business as now conducted and as proposed to be conducted, (iii) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where the failure so to qualify would not reasonably be expected to result in a Material Adverse Effect, and (iv) has the power and authority to execute, deliver and perform its obligations under this Agreement and each other agreement contemplated hereby to which it is or will be a party.

(b) The execution, delivery and performance by such Pledgor of this Agreement and each other Loan Document executed and delivered by such Pledgor on the Effective Date have been duly authorized by all requisite corporate and, if required, stockholder action and will not (i) violate (A) any provision of law, statute, rule or regulation, or of the certificate or articles of incorporation or other constitutive documents or by-laws of such Pledgor, (B) any order of any

Governmental Authority or (C) any provision of any indenture, agreement or other instrument to which such Pledgor is a party or by which any of them or any of their property is or may be bound, except, with respect to clauses (A), (B) and (C), where such violation would not reasonably be expected to result in a Material Adverse Effect, (ii) be in conflict with, result in a breach of or constitute (alone or with notice or lapse of time or both) a default under, or give rise to any right to accelerate or to require the prepayment, repurchase or redemption of any obligation under any such indenture, agreement or other instrument, except where such conflict, breach, default or right would not reasonably be expected to result in a Material Adverse Effect, or (iii) result in the creation or imposition of any Lien upon or with respect to any of the Collateral, whether now owned or hereafter acquired (except a Transaction Lien).

(c) This Agreement has been duly executed and delivered by such Pledgor and constitutes a legal, valid and binding obligation of such Pledgor enforceable against such Pledgor in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors' rights generally and (ii) general principles of equity.

(d) Schedule 2 lists all Collateral of the type described in Section 3(a) clauses (i) and (ii) (or in the case of the AIA SPV and the ALICO SPV, in their respective capacities as Guarantors, all Securities) owned by such Pledgor as of the Effective Date, and all Equity Interests of the AIA SPV and the ALICO SPV owned by the Borrower as of the Effective Date. Except as set forth on Schedule 2, such Pledgor holds all such Collateral directly (*i.e.*, not through a Subsidiary, a Securities Intermediary, Depository Trust Company or any other Person).

(e) All Collateral owned by such Pledgor is owned by it free and clear of any Lien other than (i) the Transaction Liens and (ii) Permitted Liens. All shares of capital stock included in its Pledged Equity Interests (including shares of capital stock in respect of which such Pledgor owns a Security Entitlement) have been duly authorized and validly issued and are fully paid and non-assessable. Except as set forth in the Star-Edison Purchase Agreement, none of such Pledged Equity Interests is subject to any option to purchase or similar right of any Person. Such Pledgor is not and will not become a party to or otherwise bound by any agreement (except the Loan Documents) which restricts in any manner the rights of any present or future holder of any Pledged Equity Interest with respect to such Pledged Equity Interest.

(f) Such Pledgor has not performed any acts that might prevent either Secured Party from enforcing any of the provisions of the Security Documents or that would limit either Secured Party in any such enforcement. No financing statement, security agreement, mortgage or similar or equivalent document or instrument covering all or part of the Collateral owned by such Pledgor is on file or of record in any jurisdiction in which such filing or recording would be

effective to perfect or record a Lien on such Collateral, except financing statements, mortgages or other similar or equivalent documents with respect to Permitted Liens and other than those that name the FRBNY as secured party with respect to the FRBNY Credit Facility. On the Effective Date, all Collateral consisting of certificated securities or instruments owned by such Pledgor and required to be delivered to the Secured Parties will have been delivered to the Collateral Custodian in accordance with the delivery instructions provided to the Pledgor by the Collateral Custodian free and clear of the claims of any other Person or security interest therein, other than the Secured Parties or any other Permitted Lien and no Pledged Investment Property owned by such Pledgor will be under the Control of any other Person having a claim thereto or a security interest therein other than a Permitted Lien.

(g) Immediately after giving effect to the transactions contemplated by this Agreement and the other Transaction Documents, (i) AIG and the Subsidiaries, on a consolidated basis, are Solvent and (ii) the Guarantors, on a consolidated basis, are Solvent.

(h) The Transaction Liens on all Collateral owned by such Pledgor (i)have been validly created, (ii) will attach to each item of such Collateral on the Effective Date (or, if such Pledgor first obtains rights thereto on a later date, on such later date) and (iii) when so attached, subject to Section 3(d), will secure all the Secured Obligations or such Pledgor's Secured Guarantee, as the case may be.

(i) The information set forth in Schedule 1 as to such Pledgor is correct and complete as of the Effective Date.

(j) When UCC financing statements describing the Collateral as set forth in Section 3 hereof have been filed in the central UCC filing offices of the jurisdictions specified in Schedule 1, the Transaction Liens will constitute perfected security interests in the Collateral owned by such Pledgor to the extent that a security interest therein may be perfected by filing pursuant to the UCC, prior to all Liens and rights of others therein except Permitted Liens. Except for the filing of such (i) UCC financing statements, (ii) Intellectual Property Filings, (iii) any filings necessary to preserve or perfect the Transaction Liens on any Designated Interest pursuant to applicable non-U.S. law and (iv) other filings as may be necessary to limit or avoid the application of Section 3(d), no registration, recordation or filing with any Governmental Authority is required in connection with the execution or delivery of the Security Documents or is necessary for the validity or enforceability thereof or for the perfection or due recordation of the Transaction Liens or (except with respect to Equity Interests in any Regulated Subsidiary) for the enforcement of the Transaction Liens.

SECTION 6. *Further Assurances; Affirmative Covenants.* Each Pledgor covenants as follows:

(a) Such Pledgor will, from time to time, at the Borrower's expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including any Intellectual Property Filing) that from time to time may be necessary or desirable, or that the Secured Parties may request, in order to:

(i) create, preserve, perfect, confirm or validate the Transaction Liens on such Pledgor's Collateral and the priority thereof (including, without limitation, any actions necessary to create, preserve, perfect, confirm or validate the Transaction Liens on any Designated Interest pursuant to applicable non- U.S. law);

(ii) in the case of Pledged Investment Property, Pledged Instruments evidencing indebtedness owed by any Designated Entity and Pledged Certificated Securities, cause each Secured Party or the Collateral Custodian to have Control thereof;

(iii) enable the Secured Parties to obtain the full benefits of the Security Documents; or

(iv) enable the Secured Parties to exercise and enforce any of their rights, powers and remedies with respect to any of such Pledgor's Collateral.

Such Pledgor authorizes the Secured Parties to execute and file such financing statements or continuation statements in such jurisdictions with such descriptions of collateral and other information set forth therein, as the Rights Holder, on behalf of the Secured Parties, may deem necessary or desirable for the purposes set forth in the preceding sentence. Each Pledgor also ratifies its authorization for the Secured Parties to file in any such jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof. Each Pledgor further authorizes the Secured Party to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interests granted by such Pledgor, without the signature of such Pledgor, and naming such Pledgor as debtor and the Secured Parties as secured parties. The Borrower will pay the costs of, or incidental to, any Intellectual Property Filings and any recording or filing of any financing or continuation statements or other documents recorded or filed pursuant hereto.

(b) Such Pledgor shall use its commercially reasonable efforts to (i) obtain any consent, approval or non-disapproval that is required in order to prevent any of its property from falling within the definition of "Excluded Property", and (ii) obtain any rating agency, regulatory or other consents,

approvals, non-disapprovals or assurances as may be necessary to permit distribution of any Net Proceeds of any Designated Interest received by any Subsidiary that is not a Pledgor (other than any amounts in respect of which a payment has been made pursuant to Section 4(a)) to the Borrower or any Guarantor in compliance with applicable law and without a downgrade of the financial strength or insurer claims-paying rating of the relevant Subsidiary or Subsidiaries, and upon receipt of such consents, approvals, non-disapprovals or assurances, such Pledgor shall cause such Net Proceeds to be distributed to the Borrower or a Guarantor.

(c) Without limiting anything to the contrary in the Master Transaction Agreement, the AIA SPV LLC Agreement or the ALICO SPV LLC Agreement, such Pledgor will not (i) change its name or organizational form or structure, (ii) change its location (determined as provided in UCC Section 9-307) or (iii) become bound, as provided in UCC Section 9-203(d) or otherwise, by a security agreement entered into by another Person, unless it shall have given the Secured Parties prior notice thereof and delivered an Opinion of Counsel with respect thereto in accordance with Section 6(f).

(d) Such Pledgor shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence.

(e) Such Pledgor shall pay its indebtedness and other obligations promptly and in accordance with their terms and pay and discharge promptly when due all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its property, before the same shall become delinquent or in default, as well as all lawful claims for labor, materials and supplies or otherwise that, if unpaid, might give rise to a Lien upon the Collateral or any part thereof or any Designated Interest; *provided* that such payment and discharge shall not be required with respect to any such tax, assessment, charge, levy or claim so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings and the Pledgor shall have set aside on its books adequate reserves with respect thereto in accordance with GAAP and such contest operates to suspend collection of the contested obligation, tax, assessment or charge and enforcement of a Lien.

(f) At least 15 days (or such shorter period as may be agreed by the Rights Holder on behalf of the Secured Parties) before it takes any action contemplated by Section 6(c), such Pledgor will, at the Borrower's expense, cause to be delivered to the Secured Parties an Opinion of Counsel, in form and substance satisfactory to the Rights Holder, on behalf of the Secured Parties, to the effect that (i) all financing statements and amendments or supplements thereto, continuation statements and other documents required to be filed or recorded in order to perfect and protect the Transaction Liens against all creditors of and purchasers of Pledged Collateral from such Pledgor after it takes such

action (except any continuation statements specified in such Opinion of Counsel that are to be filed more than six months after the date thereof) have been filed or recorded in each office necessary for such purpose, (ii) all fees and taxes, if any, payable by the Pledgor in connection with such filings or recordations have been paid in full and (iii) except as otherwise agreed by the Rights Holder on behalf of the Secured Parties, such action will not adversely affect the perfection or priority of the Transaction Lien on any Collateral currently owned or hereafter acquired by such Pledgor after it takes such action or the accuracy of such Pledgor's representations and warranties herein relating to such Collateral.

(g) Such Pledgor may sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, any of its Collateral only to the extent that (i) doing so would not violate a covenant in either SPV Intercompany Loan Agreement or this Agreement and (ii) an Event of Default shall not have occurred and be continuing under this Agreement or either SPV Intercompany Loan Agreement. Concurrently with any sale, lease or other disposition (except a sale or disposition to another Pledgor or a lease) permitted by the foregoing sentence, the Transaction Liens on the assets sold or disposed of (but not on any Net Proceeds arising from such sale or disposition) will cease immediately without any action by the Secured Parties. The Secured Parties will, at the Borrower's expense, execute and deliver to the relevant Pledgor such documents as such Pledgor shall reasonably request to evidence the fact that any asset so sold or disposed of is no longer subject to a Transaction Lien.

(h) Such Pledgor will, promptly upon request, provide to the Rights Holder, on behalf of the Secured Parties, all information and evidence concerning such Pledgor's Collateral that the Rights Holder may reasonably request from time to time to enable it to enforce the provisions of the Security Documents.

(i) Promptly upon becoming aware of any default hereunder, such Pledgor will furnish to the Secured Parties and the Rights Holder prompt written notice thereof specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto.

SECTION 7. *Negative Covenants.* The Borrower hereby covenants and agrees with each Secured Party and the Rights Holder that, so long as this Agreement shall remain in effect and until all Secured Obligations shall have been paid in full, unless the Secured Parties and the Rights Holder shall otherwise consent in writing, the Borrower will not, nor cause any Subsidiary to:

(a) take any action that would result in a violation of Section 8.01(a)(v) of the Master Transaction Agreement;

(b) sell, transfer, lease or otherwise dispose of all or any portion of the Collateral or any Designated Interest if the contract to sell, transfer or otherwise

dispose of such asset or assets by its terms prohibits the assignment to the Secured Parties by the Borrower or the relevant Guarantor, as applicable, of the General Intangibles related to any rights to receive payments under such contract;

(c) create, incur, assume or permit to exist any Lien on all or any portion of the Collateral or any Designated Interest, except:

(i) Liens existing on the date hereof; *provided* that such Liens shall secure only those obligations that they secure on the date hereof and extensions, renewals and replacements thereof permitted hereunder;

(ii) any Lien created hereunder;

(iii) Liens for taxes not yet due or that are being contested;

(iv) judgment Liens securing judgments not constituting an Event of Default; and

(v) Liens on the ILFC Interests securing indebtedness for borrowed money in an aggregate principal amount not to exceed $2,000,000,000 *less* the aggregate amount of Net Proceeds of the ILFC Interests retained by Borrower pursuant to Section 4(a), only if at the time of incurrence of such indebtedness Aggregate Liquidity is less than $6,000,000,000 or such other amount as shall be agreed in writing by Borrower and the Rights Holder on behalf of the Secured Parties;

(d) take any action (or fail to act in any manner) that would reasonably be expected to negatively affect the value of the Collateral or the Designated Interests; *provided* that, for the avoidance of doubt, decisions made in the ordinary course of business in the exercise of the good faith business judgment of the Borrower shall be deemed not to violate this provision; or

(e) take any action (or fail to act in any manner) that would reasonably be expected to negatively affect the perfection of the Transaction Liens.

SECTION 8. *Covenants of the AIA SPV and the ALICO SPV as Guarantors.* Each of the AIA SPV and the ALICO SPV, in their respective capacities as Guarantors, represents, warrants and covenants to each other in their respective capacities as Secured Parties as follows:

(a) *Security Entitlements*. Upon the request of the Rights Holder on behalf of the Secured Parties, the AIA SPV or the ALICO SPV, as the case may be, will, with respect to each Pledged Security Entitlement then owned by it, as promptly as practicable enter into (and cause the relevant Securities Intermediary to enter into) a Securities Account Control Agreement in respect of such Security Entitlement and the Securities Account to which the underlying Financial Asset is

credited and will deliver such Securities Account Control Agreement to the relevant Secured Party (which shall enter into the same). Thereafter, whenever the AIA SPV or the ALICO SPV, as the case may be, acquires any other such Security Entitlement, such party will immediately cause the underlying Financial Asset to be credited to a Controlled Securities Account.

(b) *Perfection as to Security Entitlements*. So long as the Financial Asset underlying any Security Entitlement owned by the AIA SPV or the ALICO SPV, as the case may be, is credited to a Controlled Securities Account, (i) the Transaction Lien on such Security Entitlement will be perfected, subject to no prior Liens or rights of others (except Liens and rights of the relevant Securities Intermediary that are Permitted Liens), (ii) the Secured Parties will have Control of such Security Entitlement and (iii) no action based on an adverse claim to such Security Entitlement or such Financial Asset, whether framed in conversion, replevin, constructive trust, equitable lien or other theory, may be asserted against the relevant Secured Party.

(c) *Agreement as to Applicable Jurisdiction.* In respect of all Security Entitlements to Securities issued by AIA Group Limited or MetLife owned by the AIA SPV or the ALICO SPV, as the case may be, and all Securities Accounts to which such related Financial Assets are credited, the Securities Intermediary's jurisdiction (determined as provided in UCC Section 8-110(e)) will at all times be located in the State of New York.

SECTION 9. *Delivery, Perfection and Control of Securities and Instruments.* Each Pledgor represents, warrants and covenants as follows:

(a) *Certificated Securities.* On the Effective Date, such Pledgor will deliver to the Collateral Custodian as Collateral hereunder all certificates representing Pledged Certificated Securities then owned by such Pledgor. Thereafter, whenever such Pledgor acquires any other certificate representing a Pledged Certificated Security, such Pledgor will immediately deliver such certificate to the Collateral Custodian as Collateral hereunder. The provisions of this subsection are subject to the limitations in Section 3(d) (in the case of Equity Interests in a Regulated Subsidiary) and Section 9(i).

(b) *Uncertificated Securities Not Held in Controlled Securities Accounts*. On the Effective Date, such Pledgor will enter into (and cause the relevant issuer to enter into) an Issuer Control Agreement in respect of each Pledged Uncertificated Security then owned by such Pledgor that is not held in a Controlled Securities Account and deliver such Issuer Control Agreement to the Secured Parties (which shall enter into the same). Thereafter, whenever such Pledgor acquires any other Pledged Uncertificated Security, such Pledgor will enter into (and cause the relevant issuer to enter into) an Issuer Control Agreement in respect of such Pledged Uncertificated Security and deliver such

Issuer Control Agreement to the Secured Parties (which shall enter into the same). The provisions of this subsection are subject to the limitation in Section 3(d) in the case of Equity Interests in a Regulated Subsidiary, and Section 9(g) in the case of voting Equity Interests in a Foreign Subsidiary.

(c) *Instruments and Documents*. On the Effective Date such Pledgor will, with respect to each Pledged Instrument evidencing indebtedness for borrowed money owed by any Designated Entity then owned by it or any other agreement memorializing or relating to such indebtedness, deliver such Instrument or document to the Collateral Custodian as Collateral hereunder. Thereafter, whenever such Pledgor acquires any other such Instrument, such Pledgor will, as promptly as practicable, deliver such Instrument or document to the Secured Party as Collateral hereunder.

(d) *Regulated Subsidiaries*. If the Collateral includes any Equity Interest in a Regulated Subsidiary that is not represented by certificates, the relevant Pledgor shall exercise its commercially reasonable efforts to cause such Equity Interest to be represented by certificates and, promptly upon receipt thereof, comply with clause (a) of this Section with respect thereto. No Pledgor shall hold any Equity Interest in a Regulated Subsidiary in a Securities Account.

(e) *Perfection as to Certificated Securities.* When such Pledgor delivers the certificate representing any Pledged Certificated Security owned by it to the Collateral Custodian and complies with Section 6(e) in connection with such delivery, (i) the Transaction Lien on such Pledged Certificated Security will be perfected, subject to no prior Liens or rights of others except Permitted Liens, (ii) the Secured Parties will have Control of such Pledged Certificated Security and (iii) the Secured Parties will be protected purchasers (within the meaning of UCC Section 8-303) thereof.

(f) *Perfection as to Uncertificated Securities Not Held in Controlled Securities Accounts*. When such Pledgor, the Secured Parties and the issuer of any Pledged Uncertificated Security owned by such Pledgor that is not held in a Controlled Securities Account enter into an Issuer Control Agreement with respect thereto, (i) the Transaction Lien on such Pledged Uncertificated Security will be perfected, subject to no prior Liens or rights of others except Permitted Liens, (ii) the Secured Party will have Control of such Pledged Uncertificated Security and (iii) the Secured Party will be a protected purchaser (within the meaning of UCC Section 8-303) thereof.

(g) *Perfection as to Instruments*. When such Pledgor delivers any Pledged Instrument owned by it to the Collateral Custodian, the Transaction Lien on such Pledged Instrument will be perfected, subject to no prior Liens or rights of others except Permitted Liens.

(h) *Delivery of Pledged Certificates and Instruments*. All Pledged Certificates and Pledged Instruments, when delivered to the Collateral Custodian, will be in suitable form for transfer by delivery, or accompanied by duly executed instruments of transfer or assignment in blank, with signatures appropriately guaranteed, all in form and substance satisfactory to the Rights Holder on behalf of the Secured Parties.

(i) *Foreign Subsidiaries.* A Pledgor will not be obligated to comply with the provisions of this Section at any time with respect to any voting Equity Interest in a Foreign Subsidiary or any Equity Interests in any Transparent Subsidiary if and to the extent (but only to the extent) that such Equity Interests are excluded from the Transaction Liens at such time pursuant to clause (ii) and/or clause (iii) of the definition of Excluded Property.

(j) *Transfer of Record Ownership*. At any time when an Event of Default shall have occurred and be continuing, the Secured Parties may (and to the extent that action by them is required, the relevant Pledgor, if directed to do so by the Secured Parties, will as promptly as practicable) cause each of the Pledged Securities (or any portion thereof specified in such direction) to be transferred of record into the name of the Secured Parties or their nominee; *provided* that no such action shall be taken with respect to any Equity Interest in any Regulated Subsidiary unless any and all regulatory approvals required under applicable law shall have been obtained. Each Pledgor will take any and all actions reasonably requested by the Rights Holder on behalf of the Secured Parties to facilitate compliance with this Section. The Secured Parties will promptly give to the Rights Holder on behalf of the Secured Parties copies of any notices and other communications received by the Secured Parties with respect to Pledged Securities registered in the name of the Secured Parties or their nominee.

(k) *Certification of Limited Liability Company and Partnership Interests.* Any limited liability company and any partnership the equity interests of which are Collateral shall either (a) not include in its operative documents any provision that any Equity Interests in such limited liability company or such partnership be a "security" as defined under Article 8 of the Uniform Commercial Code, or (b) certificate any Equity Interests in any such limited liability company or such partnership. To the extent an interest in any limited liability company or partnership controlled by any Pledgor and pledged hereunder is certificated or becomes certificated, each such certificate shall be delivered to the Collateral Custodian as required by Section 6(a) and such Pledgor shall fulfill all other requirements under Section 6 applicable in respect thereof.

SECTION 10. *Right to Vote Securities.* (a) Unless an Event of Default shall have occurred and be continuing (and, with respect to Securities issued by AIA Group Limited and owned by the AIA SPV, unless the Rights Holder, on behalf of the Secured Parties, shall have foreclosed upon such Securities), each

Pledgor will have the right, from time to time, to vote and to give consents, ratifications and waivers with respect to any Pledged Security owned by it and the Financial Asset underlying any Pledged Security Entitlement owned by it, and the Secured Parties will, upon receiving a written request from such Pledgor, deliver to such Pledgor or as specified in such request such proxies, powers of attorney, consents, ratifications and waivers in respect of any such Pledged Security that is registered in the name of a Secured Party or its nominee or any such Pledged Securities Entitlement as to which the Secured Party or its nominee is the Entitlement Holder, in each case as shall be specified in such request and be in form and substance satisfactory to the Rights Holder on behalf of the Secured Parties. Unless an Event of Default shall have occurred and be continuing, no Secured Party will have any right to take any action which the owner of a Pledged Partnership Interest or Pledged LLC Interest is entitled to take with respect thereto, except the right to receive payments and other distributions to the extent provided herein.

(b) If an Event of Default shall have occurred and be continuing, the Secured Parties will have the exclusive right to the extent permitted by law (and, in the case of a Pledged Partnership Interest or Pledged LLC Interest, by the relevant partnership agreement, limited liability company agreement, operating agreement or other governing document) to vote, to give consents, ratifications and waivers and to take any other action with respect to the Collateral, with the same force and effect as if the Secured Parties were the absolute and sole owner thereof, and each Pledgor will take all such action as the Rights Holder, on behalf of the Secured Parties, may reasonably request from time to time to give effect to such right; *provided* that the Secured Parties will not have the right to vote, to give consents, ratifications or waivers or to take any other action with respect to the Equity Interest in any Regulated Subsidiary, in each case to the extent that such action would require any notice to, filing with or the taking of any other action by a Governmental Authority, unless such notice, filing or action shall have been made, granted or approved.

SECTION 11. *Events of Default.* An event of default ("**Event of Default**") occurs when:

(a) any representation or warranty made or deemed made in this Agreement shall prove to have been false or misleading in any material respect when so made, deemed made or furnished, or any representation or warranty that is qualified by materiality shall prove to have been false or misleading in any respect when so made, deemed made or furnished; *provided* that if such breach of a representation or warranty (i) has not resulted in a Material Adverse Effect and (ii) is reasonably susceptible of cure and if cured would not reasonably be expected to result in, a Material Adverse Effect, then no Event of Default shall occur unless such representation or warranty shall have continued to be materially false or misleading for a period of 10 Business Days after notice thereof from a

Secured Party or the Rights Holder to the Borrower or knowledge thereof on the part of the Borrower;

(b) an Event of Default (as defined in the applicable SPV Intercompany Loan Agreement) shall occur under either SPV Intercompany Loan Agreement (for clarity, giving effect to any notice or cure provisions contained therein);

(c) a default shall be made in the due observance or performance by the Borrower of any covenant, condition or agreement contained in Section 7; *provided* that any such default arising under Section 7(c) or 7(d) shall not give rise to an Event of Default if (i) such default did not arise as the result of a volitional act of the Borrower, (ii) Borrower commences efforts to remedy such default promptly following notice thereof from a Secured Party or the Rights Holder or knowledge thereof of the Borrower and (iii) such default is remedied on or before the fifteenth day following the earlier of such notice or knowledge;

(d) a default shall be made in the due observance or performance by the Borrower of any covenant, condition or agreement contained herein, in either SPV Intercompany Loan Agreement or in the Master Transaction Agreement (other than those specified in paragraph (c) above) and such default shall continue unremedied for a period of 30 days after the earlier of (i) notice thereof from a Secured Party or the Rights Holder to the Borrower and (ii) knowledge thereof of the Borrower;

(e) an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of the Borrower or any Guarantor or of a substantial part of the property or assets of the Borrower or any Guarantor, under Title 11 of the United States Code, as now constituted or hereafter amended, the appointment of a trustee, receiver, intervenor or conservator under the Resolution Authority under the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Guarantor or for a substantial part of the property or assets of the Borrower or any Guarantor or (iii) the winding-up or liquidation of the Borrower; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(f) the Borrower or any Guarantor shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, the appointment of a trustee, receiver, intervenor or conservator under the Resolution Authority under the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii)

consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in (e) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Guarantor or for a substantial part of the property or assets of the Borrower or any Guarantor, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing;

(g) one or more judgment liens shall be entered against the Collateral and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon any part of the Collateral and such judgment either is for (i) the payment of money in an aggregate amount in excess of $25,000,000 or (ii) injunctive relief and would reasonably be expected to result in a Material Adverse Effect;

(h) one or more judgments shall be rendered against Borrower or any Guarantor and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of the Borrower to enforce any such judgment and such judgment either is for (i) the payment of money in an aggregate amount in excess of $1,000,000,000 or (ii) injunctive relief and could reasonably be expected to result in a Material Adverse Effect;

(i) any guarantee under this Agreement for any reason shall cease to be in full force and effect (other than in accordance with its terms), or any Guarantor shall deny in writing that it has any further liability under this Agreement (other than as a result of the discharge of such Guarantor in accordance with the terms of this Agreement); or

(j) any security interest in all or any portion of the Collateral purported to be created by this Agreement shall cease to be, or shall be asserted in writing by the Borrower or any Guarantor not to be, a valid, perfected, first priority (except as otherwise expressly provided in this Agreement or such Transaction Document) security interest.

SECTION 12. *Remedies upon Event of Default.* (a) If an Event of Default shall have occurred and be continuing, the Rights Holder, on behalf of the Secured Parties, may exercise (or cause its agents to exercise) any or all of the remedies available to the Secured Parties under the Security Documents.

(b) Without limiting the generality of the foregoing, if an Event of Default shall have occurred and be continuing, the Rights Holder, in each case on behalf of the Secured Parties, may exercise (i) all the rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and (ii) all the powers given by section 30 of the Conveyancing Act 1983 of Bermuda (the "**Conveyancing Act**") with respect to any Collateral and, in addition, the Rights Holder on behalf of the Secured Parties may, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, sell, or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of either Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the relevant Secured Party may deem commercially reasonable, irrespective of the impact of any such sales on the market price of the Collateral; *provided* that the right of each Secured Party to sell or otherwise dispose of an Equity Interest in any Regulated Subsidiary shall be subject to the relevant Secured Party's or the relevant Pledgor's obtaining, to the extent necessary under applicable law, the prior approval of such sale or other disposition by the Governmental Authority having jurisdiction with respect to such Regulated Subsidiary; and *provided*, *further*, that the Pledgor waives its rights under section 29 of the Conveyancing Act and agrees that section 31 of the Conveyancing Act shall not apply. To the maximum extent permitted by applicable law, either Secured Party may be the purchaser of any or all of the Collateral at any such public or private sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply all of any part of the Secured Obligations as a credit on account of the purchase price of any Collateral payable at such sale. Upon any sale of Collateral by either Secured Party (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of such Secured Party or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid to such Secured Party or such officer or be answerable in any way for the misapplication thereof. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Pledgor, and each Pledgor hereby waives (to the extent permitted by law) all rights of redemption, stay or appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. No Secured Party shall be obliged to make any sale of Collateral regardless of notice of sale having been given. The Rights Holder, on behalf of the Secured Parties, may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the maximum extent permitted by law, each Pledgor hereby waives any claim against the Secured Parties arising because the price at which

any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the relevant Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. The Rights Holder, on behalf of the Secured Parties, may disclaim any warranty, as to title or as to any other matter, in connection with such sale or other disposition, and its doing so shall not be considered adversely to affect the commercial reasonableness of such sale or other disposition.

(c) If a Secured Party sells any of the Collateral upon credit, the Pledgors will be credited only with payment actually made by the purchaser, received by such Secured Party and applied in accordance with Section 4 hereof. In the event the purchaser fails to pay for the Collateral, the Rights Holder, on behalf of the Secured Parties, may resell the same, subject to the same rights and duties set forth herein.

(d) Notice of any such sale or other disposition shall be given to the relevant Pledgor(s) as (and if) required by Section 14.

(e) For the purpose of enabling the Rights Holder, on behalf of the Secured Parties, to exercise rights and remedies under this Agreement at such time as the Secured Parties shall be lawfully entitled to exercise such rights and remedies, in the event of a foreclosure upon the Collateral,

(i) each Pledgor hereby grants to each Designated Entity an irrevocable, non-exclusive, fully paid-up, license to make, have made, use, sell, import, reproduce, distribute, create derivative works of, perform and display publicly, and otherwise exploit any Intellectual Property and books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) used by such Designated Entity in the operation of its business or the business of any of the subsidiaries of such Designated Entity, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, which license shall be transferable, in whole or in part, in connection with any merger of such Designated Entity or disposition of all or substantially all of the assets of such Designated Entity;

(ii) each Pledgor shall use its commercially reasonable efforts to obtain the consent of any third party required to license or otherwise provide any Intellectual Property and books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) used by such Designated Entity in the operation of its business or the business of any of the subsidiaries of such Designated Entity that is not owned by such Pledgor to such Designated Entity, and if any additional royalties or other consideration would be

payable for the grant of such rights to such Designated Entity, such Pledgor shall provide written notice to such Designated Entity setting forth such royalty or other consideration terms (it being understood that, in the event that any royalties or other consideration would be payable to such third party, such Designated Entity shall have the right (but not the obligation) to elect to obtain such rights on such terms), and all such arrangements shall be transferable, in whole or in part, in connection with any merger of such Designated Entity or disposition of all or substantially all of the assets of such Designated Entity;

(iii) the Rights Holder, on behalf of the Secured Parties, will negotiate in good faith a limitation of the duration of the licenses and other arrangements set forth in or entered into pursuant to the foregoing clauses (i) and (ii) relating to any Intellectual Property that is used by such Designated Entity in the operation of its business or the business of any of the subsidiaries of such Designated Entity, taking into consideration factors such as whether such Intellectual Property is primarily used by such Designated Entity, the extent to which such Intellectual Property is used by other Subsidiaries and such Designated Subsidiary's particular requirements during a mutually agreeable transition period following the disposition of the Designated Interests of such Designated Subsidiary, with the understanding that the use of the trademarks "AI", "American International", "AIG" and/or "American International Group, Inc." or any derivative thereof shall be for as short a duration as is commercially reasonable in light of the scope of the use of such trademark by such Designated Entity;

(iv) each Pledgor agrees to negotiate in good faith any other transition services or similar agreements necessary or desirable to enable the continued operation of the businesses of any Designated Entity and the subsidiaries of such Designated Entity pending and following the disposition of the Designated Interests of such Designated Entity or the Equity Interests of any subsidiary of such Designated Entity; and

(v) Borrower agrees that for so long as the Release Conditions have not been satisfied, it will not cause or permit any Designated Entity to waive or terminate any of the foregoing licenses or arrangements, other than (A) as a result of a determination by such Designated Entity that any such released or terminated license or other arrangement is no longer necessary or desirable for the operation of its business or the business of any of its subsidiaries and (B) with the written consent of the Rights Holder on behalf of the Secured Parties.

(f) Each Pledgor hereby acknowledges that the sale by either Secured Party of any Collateral pursuant to the terms hereof in compliance with the

Securities Act as well as applicable "Blue Sky" or other state securities laws may require strict limitations as to the manner in which the relevant Secured Party or any subsequent transferee of the Collateral may dispose thereof. Each Pledgor acknowledges and agrees that in order to protect the Secured Parties' interests it may be necessary to sell the Collateral at a price less than the maximum price attainable if the sale were delayed or were made in another manner, such as a public offering under the Securities Act. Each Pledgor agrees that no Secured Party shall have any obligation to delay the sale or to register under the Securities Act in order to obtain the maximum possible price for the Collateral. Without limiting the generality of the foregoing, each Pledgor agrees that, upon the occurrence and during the continuation of an Event of Default, the Rights Holder, on behalf of the Secured Parties, may, subject to applicable law, from time to time attempt to sell all or any part of the Collateral by a private placement, restricting the bidders and prospective purchasers to those who will represent and agree that they are purchasing for investment only and not for distribution. In doing so, the Rights Holder, on behalf of the Secured Parties, may solicit offers to buy the Collateral or any part thereof for cash, from a limited number of investors reasonably believed by a Secured Party to be institutional investors or other accredited investors who might be interested in purchasing the Collateral. If a Secured Party shall solicit such offers, then the acceptance by such Secured Party of one of the offers shall be deemed to be a commercially reasonable method of disposing of the Collateral.

(g) If either Secured Party shall determine to exercise its rights to sell all or any portion of the Collateral pursuant to this Section, each Pledgor agrees that, upon request of such Secured Party, such Pledgor will, at its own expense:

(i) use its best efforts to execute and deliver, and cause the relevant Subsidiaries and the directors and officers thereof to execute and deliver, all such instruments and documents, and to do so or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Rights Holder on behalf of the Secured Parties, desirable to register such Collateral under the provisions of the Securities Act, and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectuses which, in the opinion of the Rights Holder on behalf of the Secured Parties, are necessary or desirable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto;

(ii) use its best efforts to execute and deliver, and cause the relevant Subsidiaries and the directors and officers thereof to execute and deliver, all such instruments and documents, and to do so or cause to be done all such other acts and things, as may be necessary or, in the opinion

of the Rights Holder on behalf of the Secured Parties, desirable to qualify the Collateral under state securities laws or "Blue Sky" laws and to obtain all necessary approvals from relevant Governmental Authorities for the sale of the Collateral, as requested by the relevant Secured Party;

(iii) cause the relevant Subsidiaries to make available to their respective security holders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act; and

(iv) do or cause to be done all such other acts and things as may be necessary or, in the opinion of the Rights Holder on behalf of the Secured Parties, desirable to facilitate such sale of the Collateral or any part thereof in compliance with applicable law.

Each Pledgor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section may be specifically enforced.

Each of the Pledgors acknowledges and agrees that in exercising any rights under or with respect to the Collateral, neither Secured Party nor the Rights Holder acting on the Secured Parties' behalf is under any obligation to marshal any Collateral and may in its absolute discretion realize upon the Collateral in any order to any extent it so elects, and each Pledgor waives any right to require the marshaling of any of the Collateral.

SECTION 13. *Fees and Expenses; Taxes. (a)* The Borrower will forthwith upon demand pay to the Secured Parties:

(i) the amount of any transfer taxes that the Secured Parties may have been required to pay on the grant of the Transaction Liens or to free any Collateral from any other Lien thereon other than a Permitted Lien;

(ii) the amount of any and all reasonable out-of-pocket expenses, including transfer taxes and reasonable fees and expenses of counsel and other experts, that the Secured Parties may incur in connection with (x) the administration or enforcement of the Security Documents, including such expenses as are incurred to preserve the value of the Collateral or the validity, perfection, rank or value of any Transaction Lien, (y) the collection, sale or other disposition of any Collateral or (z) the exercise by the Secured Parties of any of their rights or powers under the Security Documents; and

(iii) the amount required to indemnify the Secured Parties for, or hold them harmless and defend them against, any loss, liability or out-of-pocket expense (including the reasonable fees and expenses of its counsel and any experts or agents appointed by it hereunder) incurred or suffered by the Secured Parties in connection with the Security Documents, except to the extent that such loss, liability or out-of-pocket expense arises from the Secured Parties' gross negligence, bad faith or willful misconduct or a breach of any duty that the Secured Parties have under this Agreement (after giving effect to Section 15 and Section 21).

Any such amount not paid to the Secured Parties on demand will bear interest for each day thereafter until paid at a rate per annum equal to the sum of 2% *plus* the rate applicable to the Loans for such day under the SPV Intercompany Loan Agreements.

(b) If any transfer tax, documentary stamp tax or other similar tax is payable in connection with any transfer or other transaction required by the Security Documents, then, unless otherwise consisting of expenses payable under Section 4(b) or accounted for in clause (ii) of the definition of Net Proceeds, the Borrower will pay such tax and provide any required tax stamps to the Secured Parties or as otherwise required by law.

(c) The provisions of this Section 13 shall survive repayment of the Secured Obligations.

SECTION 14. *Authority to Administer Collateral.* Each Pledgor irrevocably appoints the Collateral Custodian its true and lawful attorney, with full power of substitution, in the name of such Pledgor or otherwise, at the Borrower's expense, to the extent permitted by law to exercise, at any time and from time to time while an Event of Default shall have occurred and be continuing, all or any of the following powers (subject to any limitation on the powers of the Secured Parties set forth elsewhere in this Agreement) with respect to all or any of such Pledgor's Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof,

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto,

(c) to sell, lease, license or otherwise dispose of the same or the proceeds or avails thereof, as fully and effectually as if the Secured Parties were the absolute owner thereof, and

(d) to extend the time of payment of any or all thereof and to make any allowance or other adjustment with reference thereto;

provided that, except in the case of Collateral that threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Collateral Custodian will give the relevant Pledgor at least ten days' prior written notice of the time and place of any public sale thereof or the time after which any private sale or other intended disposition thereof will be made. Any such notice shall (i) contain the information specified in UCC Section 9-613, (ii) be Authenticated and (iii) be sent to the parties required to be notified pursuant to UCC Section 9-611(c); *provided* that, if the Secured Parties fail to comply with this sentence in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the UCC.

SECTION 15. *Limitation on Duty in Respect of Collateral.* Beyond the exercise of reasonable care in the custody and preservation thereof, the Secured Parties and the Collateral Custodian will have no duty as to any Collateral in their possession or control, or in the possession or control of any agent or bailee or any income therefrom, or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Secured Parties and the Collateral Custodian will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in their possession or control if such Collateral is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any agent or bailee selected by a Secured Party or the Collateral Custodian in good faith, except to the extent that such liability arises from such Secured Party's or the Collateral Custodian's gross negligence or willful misconduct.

SECTION 16. *Agents and Representatives.* The Secured Parties may perform any of their duties and exercise any of their rights and powers through one or more agents appointed by it with the consent of the Rights Holder. The Secured Parties and any such agent may perform any of their duties and exercise any of their rights and powers through their Representatives. The exculpatory provisions of Section 15 and this Section 16 shall apply to any such agent and to the Representatives of the Secured Parties and any such agent.

SECTION 17. *Termination of Transaction Liens; Release of Collateral.* (a) The Transaction Liens granted by each Guarantor shall terminate when its Secured Guarantee is released pursuant to Section 2(c).

(b) The Transaction Liens granted by the Borrower shall terminate when all the Release Conditions are satisfied.

(c) At any time before the Transaction Liens granted by the Borrower terminate, the Secured Parties in their discretion may, at the written request of the Borrower, release any Collateral.

(d) Upon any termination of a Transaction Lien or release of Collateral, the Secured Parties will, at the expense of the relevant Pledgor, execute and deliver to such Pledgor such documents as such Pledgor shall reasonably request to evidence the termination of such Transaction Lien or the release of such Collateral, as the case may be.

SECTION 18. *Notices.* (a) All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service for delivery on the next Business Day or by electronic mail or facsimile transmission, and shall be deemed to have been duly given or made when delivered, or, in the case of notice by electronic mail or facsimile transmission, when received, addressed as follows or to such other address as may be hereafter notified by the respective parties hereto:

(i) if to the Borrower, any Guarantor, the AIA SPV or the ALICO SPV to it at:

American International Group, Inc.
180 Maiden Lane
New York, NY 10038
Attention: General Counsel
Facsimile: (212) 785-2175
Telephone: (212) 770-7000

with a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: Robert W. Reeder III, Michael M. Wiseman,
Gary Israel
Facsimile: (212) 558-3588
Telephone: (212) 558-4000

(ii) if to the FRBNY (as the Rights Holder):

Federal Reserve Bank of New York
33 Liberty Street
New York, NY 10045-0001
Attention: Brett Phillips, Counsel and Assistant Vice President
Facsimile: (212) 720-1530
Telephone: (212) 720-5166

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Paul R. Kingsley and John K. Knight
Facsimile: (212) 450-3800
Telephone: (212) 450-4000

(iii) if to the UST (as the Rights Holder):

United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, DC 20220
Attention: Chief Counsel, Office of Financial Stability
Telephone: (202) 927-2800

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Paul R. Kingsley and John K. Knight
Facsimile: (212) 450-3800
Telephone: (212) 450-4000

(b) Either Secured Party or the Borrower may, in their respective discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

SECTION 19. *No Implied Waivers; Remedies Not Exclusive.* No failure by the Secured Parties to exercise, and no delay in exercising and no course of dealing with respect to, any right or remedy under any Security Document shall operate as a waiver thereof; nor shall any single or partial exercise by the Secured Parties of any right or remedy under any Loan Document preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies specified in the Loan Documents are cumulative and are not exclusive of any other rights or remedies provided by law.

SECTION 20. *Successors and Assigns.* If all or any part of either Secured Party's interest in any Secured Obligation is assigned or otherwise

transferred, the transferor's rights hereunder, to the extent applicable to the obligation so transferred, shall be automatically transferred with such obligation. This Agreement shall be binding on each Pledgor and its respective successors and assigns.

SECTION 21. *Amendments and Waivers.* Neither this Agreement nor any provision hereof may be waived, amended, modified or terminated except pursuant to an agreement or agreements in writing entered into by the Borrower and the Secured Parties with the consent of the Rights Holder. No such waiver, amendment or modification shall be binding upon any Guarantor, except with its written consent.

SECTION 22. *Choice of Law.* This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of New York without regard to its rules of conflicts of laws, subject to applicable United States Federal law.

SECTION 23. *Waiver of Jury Trial.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 24. *Severability.* If any provision of any Security Document is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions of the Security Documents shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Parties in order to carry out the intentions of the parties thereto as nearly as may be possible, and (ii) the invalidity or unenforceability of such provision in such jurisdiction shall not affect the validity or enforceability thereof in any other jurisdiction.

SECTION 25. *Entire Agreement.* This Agreement and the other Transaction Documents constitute the entire contract between the parties relative to the subject matter hereof. Any prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof is superseded by this Agreement and the other Transaction Documents.

SECTION 26. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 27. *Headings.* Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 28. *Jurisdiction; Consent to Service of Process.* (a) Each of the Pledgors hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York for any and all actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated hereby (other than any claim against the UST for monetary damages in excess of $10,000, for which each party hereto agrees to submit to the exclusive jurisdiction and venue of the United States Court of Federal Claims), and each of the Pledgors hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such United States District Court. Each of the Pledgors agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Secured Parties may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Pledgor or its respective properties in the courts of any jurisdiction.

(b) Each Pledgor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in the United States District Court for the Southern District of New York. Each Pledgor hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in such court.

(c) Each Pledgor irrevocably consents to service of process in the manner provided for notices in Section 18. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 29. *Third-Party Beneficiary and Appointment as Agent.* Each party hereto agrees that each of the UST and the FRBNY, in each case for so long as such parties hold any AIA/ALICO Preferred Units, and the Rights Holder is an express third-party beneficiary of this Agreement, entitled to enforce and to enjoy all rights and privileges set out in this Agreement or either SPV Intercompany Loan Agreement, notwithstanding that it is not a party to this Agreement or either SPV Intercompany Loan Agreement; *provided*, *however*, that in no event shall any enforcement of such rights by the UST, the FRBNY or the Rights Holder

result in the application of Net Proceeds of the Collateral or the Designated Interests in a manner inconsistent with the terms of this Agreement. Each Secured Party further hereby irrevocably appoints the Rights Holder as its true and lawful attorney, with full power of substitution, in the name of each such Secured Party or otherwise, at the Borrower's expense, to the extent permitted by law, to exercise on such Secured Party's behalf any or all of the rights and remedies available to such Secured Party (or to its agents) under this Agreement and the SPV Intercompany Loan Agreements (including, without limitation, the right to accelerate all amounts outstanding under the SPV Intercompany Loan Agreements) and to consent to any matter requiring the Secured Party's consent under this Agreement or the SPV Intercompany Loan Agreements, notwithstanding any act or failure to act by such Secured Party and without further direction from such Secured Party. The appointment of the Rights Holder as the attorney in fact of the Secured Parties shall automatically terminate when all the Release Conditions are satisfied. Each party hereto agrees that any notice effectuating the exercise of remedies of a Secured Party that is given by the Rights Holder shall be effective as if such notice was given by such Secured Party. Each Secured Party acknowledges that each of the UST and the FRBNY have relied on this Section 29 in entering into the Transaction Documents. Subject to the foregoing, nothing in this Agreement or in the other Transaction Documents, express or implied, is intended to confer upon any Person (other than the parties hereto and thereto, their respective successors and assigns permitted hereunder) any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Transaction Documents.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers 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, Treasury and Capital Markets

AIA AURORA LLC,
as Secured Party

By: /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Manager

ALICO HOLDINGS LLC,
as Secured Party

By: /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Manager

[SIGNATURE PAGE TO GUARANTEE, PLEDGE AND PROCEEDS APPLICATION AGREEMENT]

Guarantors:

AIA AURORA LLC
as Guarantor

By: /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Manager

[SIGNATURE PAGE TO GUARANTEE, PLEDGE AND PROCEEDS APPLICATION AGREEMENT]

ALICO HOLDINGS LLC
as Guarantor

By: /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Manager

[SIGNATURE PAGE TO GUARANTEE, PLEDGE AND PROCEEDS APPLICATION AGREEMENT]

AIG CAPITAL CORPORATION
as Guarantor

By: /s/ William N. Dooley
Name: William N. Dooley
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO GUARANTEE, PLEDGE AND PROCEEDS APPLICATION AGREEMENT]

AIG FUNDING, INC.
as Guarantor

By: /s/ Robert A. Gender
Name: Robert A. Gender
Title: President

[SIGNATURE PAGE TO GUARANTEE, PLEDGE AND PROCEEDS APPLICATION AGREEMENT]

AIG LIFE HOLDINGS (INTERNATIONAL) LLC
as Guarantor

By: /s/ Kathleen E. Shannon
Name: Kathleen E. Shannon
Title: Vice President

[SIGNATURE PAGE TO GUARANTEE, PLEDGE AND PROCEEDS APPLICATION AGREEMENT]

SCHEDULE 1

PLEDGOR DATA

Name	Form of Organization	Jurisdiction of Organization	Taxpayer ID Number
AIA Aurora LLC	Limited Liability Company	Delaware, U.S.	27-0982390
AIG Capital Corporation	Corporation	Delaware, U.S.	60-0001373
AIG Funding, Inc.	Corporation	Delaware, U.S.	13-3356994
AIG Life Holdings (International) LLC	Limited Liability Company	Delaware, U.S.	N/A
ALICO Holdings LLC	Limited Liability Company	Delaware, U.S.	27-1052710
American International Group, Inc.	Corporation	Delaware, U.S.	13-2592361

SCHEDULE 2

DESIGNATED INTERESTS, INDEBTEDNESS AND PROCEEDS THEREFROM PLEDGED BY THE PLEDGORS. EQUITY INTERESTS OF THE AIA SPV AND THE ALICO SPV PLEDGED BY THE BORROWER AND SECURITIES PLEDGED BY THE AIA SPV AND THE ALICO SPV AS OF THE EFFECTIVE DATE

EQUITY INTERESTS

Issuer	Jurisdiction of Organization	Equity Interest Pledged	Owner of Equity Interest	Percentage Owned	Percentage Pledged	Number of Shares or Units
AIA Group Limited	Hong Kong	Ordinary Shares	AIA Aurora LLC	32.9%	32.9%	3,960,769,201
AIG Edison Life Insurance Company	Japan	Preferred Shares H	American International Group, Inc.	100%	100%	22,724
AIG Financial Assurance Japan K.K.	Japan	Common Stock	American International Group, Inc.	100%	65.9%	10,031
AIG Financial Assurance Japan K.K.	Japan	Preferred Shares D	American International Group, Inc.	100%	100%	10
AIA Aurora LLC	Delaware	Common Units	American International Group, Inc.	100%	100%	90,000

EQUITY INTERESTS

Issuer	Jurisdiction of Organization	Equity Interest Pledged	Owner of Equity Interest	Percentage Owned	Percentage Pledged	Number of Shares or Units
ALICO Holdings LLC	Delaware	Common Units	American International Group Inc.	100%	100%	60,000
AIG Star Life Insurance Co., Ltd.	Japan	Common Stock	AIG Life Holdings (International) LLC	100%	66%	396,000
AIG Star Life Insurance Co., Ltd.	Japan	Preferred Shares A	AIG Life Holdings (International) LLC	100%	100%	60,000
International Lease Finance Corporation	California	Common Stock	AIG Capital Corporation	100%	100%	45,267,723
MetLife, Inc.	Delaware	Common Stock	ALICO Holdings LLC	7.9%[1]	7.9%	78,239,712
MetLife, Inc.	Delaware	Series B Contingent Convertible Junior Participating Non-Cumulative Perpetual Preferred Stock	ALICO Holdings LLC	100%	100%	6,857,000
MetLife, Inc.	Delaware	Common Equity Units	ALICO Holdings LLC	100%	100%[2]	40,000,000

1 Represents percentage of total voting equity in MetLife.

2 As of the Effective Date, all Common Equity Units are “Excluded Property” pursuant to clause (vi) of the definition thereof set forth in Section 1 of this Agreement.

OTHER COLLATERAL

Description	Pledgor
Second Amended and Restated Promissory Note, dated March 31, 2009, between AIG Funding, Inc. and AIG Financial Assurance Japan K.K.	AIG Funding, Inc.
All cash proceeds from the sale or other disposition of and all cash distributions received on the Common Stock of Nan Shan Life Insurance Co.	AIG Life Holdings (International) LLC
All cash proceeds from the sale or other disposition of and all cash distributions received on the Common Stock of AIG Financial Assurance Japan K.K.	American International Group,Inc.
All cash proceeds from the sale or other disposition of and all cash distributions received on the Common Stock of AIG Star Life Insurance Co., Ltd.	AIG Life Holdings (International) LLC
Subject to clause (d) of Section 3 of this Agreement, the property listed in Section 3(b) of this Agreement (other than Pledged Equity Interests listed above)	AIA Aurora LLC
Subject to clause (d) of Section 3 of this Agreement, the property listed in Section 3(b) of this Agreement (other than Pledged Equity Interests listed above)	ALICO Holdings LLC

EXHIBIT A

ISSUER CONTROL AGREEMENT

ISSUER CONTROL AGREEMENT dated as of _____, _____ among _____ (the "**Pledgor**"), AIA AURORA LLC (the "**AIA SPV**") and ALICO HOLDINGS LLC (the "**ALICO SPV**"), each as Secured Party, and _____ (the "**Issuer**"). All references herein to the "**UCC**" refer to the Uniform Commercial Code as in effect from time to time in [Issuer's jurisdiction of incorporation].

W I T N E S S E T H :

WHEREAS, the Pledgor is the registered holder of [specify Pledged Uncertificated Securities issued by the Issuer] issued by the Issuer (the "**Securities**");

WHEREAS, pursuant to a Guarantee, Pledge and Proceeds Application Agreement dated as of January 14, 2011 (as such agreement may be amended and/or supplemented from time to time, the "**Pledge Agreement**"), the Pledgor has granted to the Secured Parties a continuing security interest (the "**Transaction Lien**") in all right, title and interest of the Pledgor in, to and under the Securities, whether now existing or hereafter arising; and

WHEREAS, the parties hereto are entering into this Agreement in order to perfect the Transaction Lien on the Securities;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. *Nature of Securities.* The Issuer confirms that (i) the Securities are "uncertificated securities" (as defined in Section 8-102 of the UCC) and (ii) the Pledgor is registered on the books of the Issuer as the registered holder of the Securities.

Section 2. *Instructions.* The Issuer agrees to comply with any "instruction" (as defined in Section 8-102 of the UCC) originated by the Rights Holder on behalf of the Secured Parties and relating to the Securities without further consent by the Pledgor or any other person. The Pledgor consents to the foregoing agreement by the Issuer.

Section 3. *Waiver of Lien; Waiver of Set-off.* The Issuer waives any security interest, lien or right of set-off that it may now have or hereafter acquire in or with respect to the Securities. The Issuer's obligations in respect of the Securities will not be subject to deduction, set-off or any other right in favor of any person other than the Secured Parties.

Section 4. *Choice of Law.* This Agreement shall be governed by the laws of [Issuer's jurisdiction of incorporation].[1]

Section 5. *Conflict with Other Agreements.* There is no agreement (except this Agreement) between the Issuer and the Pledgor with respect to the Securities [except for [identify any existing other agreements] (the "**Existing Other Agreements**")]. In the event of any conflict between this Agreement (or any portion hereof) and any other agreement [(including any Existing Other Agreement)] between the Issuer and the Pledgor with respect to the Securities, whether now existing or hereafter entered into, the terms of this Agreement shall prevail.

Section 6. *Amendments.* No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all the parties hereto.

Section 7. *Notice of Adverse Claims.* Except for the claims and interests of the Secured Parties and the Pledgor in the Securities, the Issuer does not know of any claim to, or interest in, the Securities. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, attachment, execution or similar process) against the Securities, the Issuer will promptly notify the Rights Holder, the Secured Parties and the Pledgor thereof.

Section 8. *Maintenance of Securities.* In addition to, and not in lieu of, the obligation of the Issuer to honor instructions as agreed in Section 2 hereof, the Issuer agrees as follows:

(i) *Pledgor Instructions; Notice of Exclusive Control.* So long as the Issuer has not received a Notice of Exclusive Control (as defined below), the Issuer may comply with instructions of the Pledgor or any duly authorized agent of the Pledgor in respect of the Securities. After the Issuer receives a written notice from the Rights Holder on behalf of the Secured Parties that it is exercising exclusive control over the Securities (a "**Notice of Exclusive Control**"), the Issuer will cease complying with instructions of the Pledgor or any of its agents.

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1 If the Issuer's jurisdiction of incorporation is not a State in the United States that has adopted the revisions to Articles 8 and 9 of the UCC promulgated in 1994, this form of Issuer Control Agreement may not be appropriate. It may be necessary to transfer the relevant securities into the Secured Party's name to obtain comparable results under the laws of such jurisdiction.

(ii) *Non-Cash Dividends and Distributions.* The Issuer shall deliver to the Collateral Custodian all non-cash dividends, interest and other non-cash distributions paid or made upon or with respect to the Securities.

(iii) *Voting Rights.* Until the Issuer receives a Notice of Exclusive Control, the Pledgor shall be entitled to direct the Issuer with respect to voting the Securities.

(iv) *Statements and Confirmations.* The Issuer will promptly send copies of all statements and other correspondence concerning the Securities simultaneously to each of the Pledgor and, the Rights Holder and the Secured Parties at their respective addresses specified in Section 11 hereof.

(v) *Tax Reporting.* All items of income, gain, expense and loss recognized in respect of the Securities shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Pledgor.

Section 9. *Representations, Warranties and Covenants of the Issuer.* The Issuer makes the following representations, warranties and covenants:

(i) This Agreement is a valid and binding agreement of the Issuer enforceable in accordance with its terms.

(ii) The Issuer has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other person relating to the Securities pursuant to which it has agreed, or will agree, to comply with instructions (as defined in Section 8-102 of the UCC) of such person. The Issuer has not entered into any other agreement with the Pledgor or the Secured Parties purporting to limit or condition the obligation of the Issuer to comply with instructions as agreed in Section 2 hereof.

Section 10. *Successors.* This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 11. *Notices.* Each notice, request or other communication given to any party hereunder shall be in writing (which term includes facsimile or other electronic transmission) and shall be effective (i) when delivered to such party at its address specified below, (ii) when sent to such party by facsimile or other electronic transmission, addressed to it at its facsimile number or electronic address specified below, and such party sends back an electronic confirmation of receipt or (iii) ten days after being sent to such party by certified or registered

United States mail, addressed to it at its address specified below, with first-class or airmail postage prepaid:

Pledgor:

Rights Holder:

Secured Party:

Issuer:

Any party may change its address, facsimile number and/or e-mail address for purposes of this Section by giving notice of such change to the other parties in the manner specified above.

Section 12. *Termination.* The rights and powers granted herein to the Secured Party (i) have been granted in order to perfect the Transaction Lien, (ii) are powers coupled with an interest and (iii) will not be affected by any bankruptcy of the Pledgor or any lapse of time. The obligations of the Issuer hereunder shall continue in effect until the Rights Holder, on behalf of the Secured Parties, has notified the Issuer in writing that the Transaction Lien has been terminated pursuant to the Pledge Agreement.

Section 13. *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[NAME OF PLEDGOR]

By: _____
Name:
Title:

AIA AURORA LLC,
as Secured Party

By: _____
Name:
Title:

ALICO HOLDINGS LLC,
as Secured Party

By: _____
Name:
Title:

[NAME OF ISSUER]

By: _____
Name:
Title:

AIA AURORA LLC INTERCOMPANY LOAN AGREEMENT

AIA AURORA LLC INTERCOMPANY LOAN AGREEMENT, dated as of this 14th day of January, 2011 (this "*Agreement*"), by and between AIA Aurora LLC, a Delaware limited liability company ("*Lender*"), with its principal executive offices located at 180 Maiden Lane, New York, New York 10038, and American International Group, Inc., a Delaware corporation ("*Borrower*"), with its principal executive offices located at 180 Maiden Lane, New York, New York 10038.

WHEREAS, Borrower has requested the Loan (as hereinafter defined) from Lender, and Lender is willing to grant that request, subject to the terms and conditions hereof;

WHEREAS, Borrower, Lender, ALICO Holdings LLC, a Delaware limited liability company ("*ALICO Holdings*"), the Federal Reserve Bank of New York, the United States Department of the Treasury and the AIG Credit Facility Trust have entered into a Master Transaction Agreement, dated as of December 8, 2010 (the "*Master Transaction Agreement*"), which provides, among other things, for a series of integrated transactions, including the making of the Loan, to recapitalize Borrower;

WHEREAS, contemporaneously with the execution of this Agreement, (i) Borrower, Lender, ALICO Holdings LLC and the Guarantors party thereto have entered into a Guarantee, Pledge and Proceeds Application Agreement, dated as of the date hereof (the "*Pledge Agreement*"), which provides, among other things, for security for Borrower's obligations under this Agreement and pursuant to which ALICO Holdings LLC and the other guarantors party thereto have guaranteed Borrower's repayment of the Loan;

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Loan.

1.1 *The Loan*. Subject to the terms and conditions of this Agreement, Lender agrees to make an advance to Borrower in the original principal amount of Nineteen Billion, Nine Hundred and Sixty Million, Nine Hundred and Seventy Five Thousand, One Hundred and Seventy Nine Dollars and One Cent ($19,960,975,179.01) (the "*Loan*"). Upon funding of the Loan, Borrower shall immediately become indebted to Lender for the full amount of the Loan. The Loan shall not be secured or guaranteed except pursuant to the terms of the Pledge Agreement.

1.2 *The Purpose of the Loan*. Borrower will use the proceeds received in respect of the Loan to repay, or cause to be repaid, principal together with accrued and unpaid interest thereon and any other amounts outstanding under the Credit Agreement dated as of September 22, 2008 between the Borrower and the FRBNY (the "*FRBNY*

Credit Facility") (including any fees or other amounts that may become due upon termination of the FRBNY Credit Facility) immediately upon receipt of such proceeds in accordance with and pursuant to the terms of the FRBNY Credit Facility. Borrower shall immediately repay any portion of the Loan in excess of the amount required to repay all principal together with accrued and unpaid interest thereon and any other amounts outstanding under the FRBNY Credit Facility (including any fees or other amounts that may become due upon termination of the FRBNY Credit Facility) at the Closing in accordance with and pursuant to the terms of the FRBNY Credit Facility.

1.3 *The Note*. The Loan shall be evidenced by the promissory note of Borrower in the form attached as Exhibit A (the "*Note*"), which shall be executed and delivered to Lender by Borrower and dated the date hereof.

1.4 *Payment of the Loan*.

(a) Payment upon Demand. Borrower shall, as Lender shall from time to time demand from Borrower upon at least 3 business days' advance notice (a "*Demand*"), pay the entire unpaid principal amount of the Loan, together with any accrued and unpaid interest thereon (as determined from time to time, the "*Payoff Amount*"); *provided, however*, that no such Demand shall be made prior to January 1, 2014.

(b) Mandatory Payment.

(i) Prior to the making of a Demand in accordance with Section 1.4(a) hereof, Borrower shall make payments to Lender on account of the unpaid principal amount of the Loan, together with any accrued and unpaid interest thereon in accordance with Section 4 of the Pledge Agreement.

(ii) Any mandatory payment made by Borrower and allocated to repayment of the Loan in accordance with Section 4 of the Pledge Agreement shall be credited first to repayment of all accrued and unpaid interest on the Loan as of the date of such payment and then to the unpaid principal amount of the Loan.

(iii) Any Designated Cash Escrowed Funds (as defined in the Master Transaction Agreement) distributed to Lender pursuant to Section 3.02(d) of the Master Transaction Agreement and allocated to repayment of the Loan in accordance with Section 4 of the Pledge Agreement shall be treated for all relevant purposes as a mandatory payment of the Loan in accordance with this Section 1.4(b).

(c) Voluntary Payment. Borrower shall have the right to pay, without premium or penalty, the whole or any part of the Loan; *provided* that any amount so repaid is subject to allocation as between the Loan and the other Secured Obligations (as defined in the Pledge Agreement, the

"*Secured Obligations*") in accordance with Section 4 of the Pledge Agreement and in no event shall Borrower have the right to dictate the order in which the Secured Obligations are paid. Any voluntary payment made by Borrower and allocated to repayment of the Loan in accordance with Section 4 of the Pledge Agreement shall be credited first to repayment of all accrued and unpaid interest on the Loan as of the date of such payment and then to the unpaid principal amount of the Loan.

(d) Payment of Interest. Interest shall be payable upon the unpaid principal amount of the Loan for the period from the date of the borrowing of such principal through but excluding the date upon which such principal is fully paid (the "*Interest Accrual Period*"). The rate of interest shall be equal to (i) from the date of the borrowing through but excluding September 22, 2013, five percent (5.000%) per annum and (ii) from September 22, 2013 through but excluding the date upon which the unpaid principal amount of the Loan is fully repaid, nine percent (9.000%) per annum. Interest shall be computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be, and shall accrue on the aggregate unpaid principal amount of the Loan on any day during the Interest Accrual Period. Any accrued interest that has not been paid as of the last day of any calendar quarter pursuant to Section 1.4(a), Section 1.4(b) or Section 1.4(c) hereof shall be added to the unpaid principal amount of the Loan as of the first day of the next calendar quarter.

(e) Limitation on Payment. In no event shall Borrower be obligated to pay to Lender more than the Payoff Amount on account of the Loan.

(f) Manner of Payment. All payments to be made by Borrower on account of the borrowing hereunder shall be made to the order of Lender without any set-off or counterclaim free and clear of and without any deduction or withholding whatsoever in lawful currency of the United States of America and in immediately available funds.

(g) Limitation on Recourse. Capitalized terms used in this section but not defined in this Agreement shall have the meanings given to such terms in the Pledge Agreement. Lender shall have recourse in respect of the obligation of Borrower to perform and observe the obligations contained in this Agreement or the Note issued hereunder only (1) to the Collateral and (2) against the Borrower (x) up to an aggregate amount equal at any time to the fair market value of the Designated Interests that are not Collateral at such time, as reasonably determined in good faith by the AIG Board, or if the Rights Holder on behalf of the Lender contests such valuation, by an investment banking firm of national standing designated by mutual agreement of AIG and the Rights Holder on behalf of the Lender and (y) in respect of any amounts due but unpaid pursuant to Section 4(a) of the Pledge Agreement; *provided*, that the foregoing limitations shall not

apply to any claims against the Borrower for any loss, damage, cost, expense, liability, claim or other obligation incurred by the Lender (including reasonable attorney's fees and reasonable out-of-pocket expenses) arising out of or in connection with (A) fraud or intentional misrepresentation by the Borrower in connection with the Loans, or (B) Borrower's knowing and intentional failure to perform its material obligations under the Loan Documents.

2. Conditions Precedent to Borrowing.

The obligation of Lender to make the Loan is subject to the satisfaction of the following conditions precedent on or before the date hereof:

2.1 *Representations and Warranties*. The representations and warranties of Borrower contained in Section 3 hereof and in the Pledge Agreement shall be true and correct in all material respects on and as of the date hereof.

2.2 *Performance; No Default*. Borrower shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or on the date hereof (including, without limitation, Borrower's obligation to execute and deliver to Lender the Note), and, as of such date, no condition or event which constitutes a default in the performance of its obligations hereunder shall have occurred and be continuing.

3. Representations and Warranties.

Borrower hereby represents and warrants to Lender that:

3.1 *Organization; Powers*. Borrower is a corporation which has been duly organized and is validly existing and in good standing under the laws of the jurisdiction in which it was incorporated, with the corporate power and authority to own its properties and transact the business in which it is now engaged or in which it proposes to engage. Borrower is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where the failure so to qualify could not reasonably be expected to result in a Material Adverse Effect and has the power and authority to execute, deliver and perform its obligations under this Agreement and each other agreement or instrument contemplated hereby to which it is or will be a party and to borrow hereunder.

3.2 *Authorization; No Conflicts; No Defaults*. The execution and delivery of this Agreement (including the execution and delivery of the Note issued hereunder), the performance of Borrower's obligations under this Agreement or under the Note issued hereunder, and the consummation of the transactions herein contemplated are within Borrower's organizational powers and have been duly authorized by all necessary action on its part. This Agreement will constitute when executed and delivered, a valid and binding agreement of the Borrower, except as the same may be limited by Bankruptcy Exceptions (as defined in the Master Transaction Agreement).

Except as expressly set forth in the Pledge Agreement or the Master Transaction Agreement, the execution, delivery and performance by Borrower of this Agreement will not (a) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of, any Lien (as defined in the Master Transaction Agreement), charge or encumbrance upon any of the properties or assets of Borrower, under any of the terms, conditions or provisions of (i) its organizational documents or (ii) any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Borrower is a party or by which Borrower may be bound, or to which Borrower or any of the properties or assets of Borrower may be subject, or (b) violate any applicable Law (as defined in the Master Transaction Agreement) applicable to Borrower or any of its properties or assets.

4. Covenants.

So long as any indebtedness under this Agreement or the Note issued hereunder remains unpaid, unless Lender and the Rights Holder (as defined in the Pledge Agreement) shall otherwise consent in writing, and except as otherwise contemplated by the Pledge Agreement or the Master Transaction Agreement, Borrower shall:

4.1 *Corporate Matters*. Preserve and maintain its corporate existence and take all reasonable action to maintain all rights, privileges and franchises necessary to the normal conduct of its business, except for rights, privileges and franchises the loss of which would not reasonably be expected to have, individually or in the aggregate, an AIG Material Adverse Effect (as defined in the Master Transaction Agreement).

4.2 *Books and Records*. Keep proper books of records and account relating to this Agreement in which full, true and correct entries in conformity with sound business practice and all requirements of law applicable to Borrower shall be made; and upon reasonable prior notice permit representatives or agents of Lender to examine any of its books and records relating to this Agreement at any reasonable times and as often as Lender may reasonably desire.

4.3 *Further Assurances*. Subject to Section 6.1 hereof, take, or cause to be taken, all other actions reasonably necessary or desirable to preserve and defend the rights of Lender to payment hereunder, and to assure to Lender the benefits hereof.

5. Events of Default.

5.1 *Events of Default*. Each of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) if any portion of the principal amount of the Loan or any accrued and unpaid interest thereon (i) is not paid when due under this Agreement or under the Pledge Agreement whether at the due date thereof

or at a date fixed for prepayment thereof or by acceleration thereof or otherwise and (ii) remains unpaid for ten (10) days after the date on which such payment was due;

(b) if an Event of Default shall occur under the Pledge Agreement;

(c) if Borrower (i) takes any action or omits to take any action, in each case, that materially breaches its covenants under Section 4 hereof and (ii) such breach, if susceptible of cure, is not cured within ten (10) days after the earlier of written notice to Borrower from Lender setting forth the details of such breach and knowledge of such breach on the part of Borrower;

(d) if an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of Borrower or any Guarantor under the Pledge Agreement or of a substantial part of the property or assets of Borrower or any Guarantor under the Pledge Agreement, under Title 11 of the United States Code, as now constituted or hereafter amended, the appointment of a trustee, receiver, intervenor or conservator under the Resolution Authority under the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Borrower or any Guarantor under the Pledge Agreement or for a substantial part of the property or assets of Borrower or any Guarantor under the Pledge Agreement or (iii) the winding-up or liquidation of Borrower; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; and

(e) if Borrower or any Guarantor under the Pledge Agreement shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, the appointment of a trustee, receiver, intervenor or conservator under the Resolution Authority under the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (d) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Borrower or any Guarantor under the Pledge Agreement or for a substantial part of the property or assets of Borrower or any Guarantor under the Pledge Agreement, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally

to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing.

5.2 *Remedies.* Upon the occurrence of an Event of Default and at any time thereafter: (a) Lender or Lender's agent may, in addition to any other rights or remedies available to it pursuant to this Agreement or the Pledge Agreement, or at law or in equity, take such action, without notice or demand, as Lender or Lender's agent may deem advisable to protect and enforce its rights against Borrower under this Agreement, including, without limitation, declaring the Payoff Amount to be immediately due and payable in whole or in part, whereupon the principal of the Loan so declared to be due and payable, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Borrower accrued hereunder, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, notwithstanding anything to the contrary contained in this Agreement or the Pledge Agreement; *provided, however*, that, upon the occurrence of an Event of Default described in Section 5.1(c) hereof, the Payoff Amount shall immediately and automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, notwithstanding anything to the contrary contained in this Agreement or the Pledge Agreement; and (b) Lender or Lender's agent may enforce or avail itself of any or all rights or remedies provided in the Pledge Agreement against Borrower and any or all of the Designated Interests or Designated Cash Proceeds (each as defined in the Master Transaction Agreement and, collectively, the "*Designated Collateral*"), including, without limitation, all rights or remedies available at law or in equity.

6. Miscellaneous.

6.1 *Entire Agreement; Amendments; Counterparts*. This Agreement and the Note issued hereunder, and any other documents referred to herein or therein, contain the entire and only agreement between Lender and Borrower concerning the subject matter hereof, and any oral statements or representations or prior written matter with respect thereto not contained herein or therein shall have no force or effect. The provisions of this Agreement and the Note issued hereunder shall not be modified, amended or waived save in writing, executed by all parties hereto, with the written consent of the Rights Holder (as defined in the Pledge Agreement). This Agreement may be executed in counterparts, each one of which will be deemed to be an original, and all of which together will constitute one and the same Agreement.

6.2 *Failure to Act Not a Waiver*. Neither the failure nor any delay on the part of either party to exercise any right, power or privilege under this Agreement or the Note issued hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of such right, power or privilege or any exercise of any other right, power or privilege.

6.3 *Successors and Assigns*. This Agreement and the Note issued hereunder shall be binding upon and inure to the benefit of, and be enforceable by, Lender and

Borrower and their respective agents, successors and permitted assigns, except that, (a) Borrower may not assign or otherwise transfer the Note issued hereunder or any of its obligations, rights or interests in or to this Agreement or the Note issued hereunder at any time without the prior written consent of Lender and the Rights Holder (as defined in the Pledge Agreement) and (b) other than as expressly provided in Section 7.10 of the Master Transaction Agreement, Lender may not assign or otherwise transfer the Note issued hereunder or any of its obligations, rights or interests in or to this Agreement or the Note issued hereunder without the prior written consent of Borrower. Any purported assignment or transfer in violation of this Section 6.3 will be null and void *ab initio*.

6.4 *Governing Law; Severability*. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of New York without regard to its rules of conflicts of laws, subject to applicable United States Federal law. In the case any one or more of the provisions contained in this Agreement or in the Note issued hereunder should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

6.5 *Notices*. All notices under this Agreement shall be given by electronic mail or facsimile at the addresses and facsimile numbers separately provided by each party and such notice shall deemed given upon receipt of such notice.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized officers, upon the date first above written.

AIA AURORA LLC

/s/ Brian T. Schreiber
By: Brian T. Schreiber
Title: Manager

AMERICAN INTERNATIONAL GROUP, INC.

/s/ Brian T. Schreiber
By: Brian T. Schreiber
Title: Executive Vice President, Treasury and Capital Markets

[Signature Page to AIA Aurora LLC Intercompany Loan Agreement]

Exhibit A

FORM OF PROMISSORY NOTE

$• •, 20•

For valuable consideration, receipt of which is hereby acknowledged, American International Group, Inc., a Delaware corporation ("*Borrower*"), hereby unconditionally promises to pay to the order of AIA Aurora LLC, a Delaware limited liability company ("*Lender*"), in legal currency of the United States of America and in immediately available funds as Lender shall from time to time demand from Borrower upon at least 3 business days' advance notice on or after January 1, 2014, the lesser of the original principal sum of • Dollars ($•) or the unpaid principal amount of the loan made by Lender to the Borrower pursuant to the AIA Aurora LLC Intercompany Loan Agreement, dated as of January 14, 2011, between Lender and Borrower (the "*Agreement*"), together with any accrued and unpaid interest thereon, payable as provided in the Agreement.

Borrower may repay all or any portion of the amount borrowed under this Note at any time, without premium or penalty, provided that all such repayments of principal shall be accompanied by all interest accrued and unpaid to the date of repayment.

Except as may be specifically provided herein, Borrower waives presentment for payment, demand, notice of nonpayment, notice of protest and protest of this Note.

Terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

This Note shall be governed by the laws of the State of New York, without giving effect to any contrary result otherwise required under applicable conflict or choice of law rules.

This Note is the Note referred to in the Agreement and is qualified by, and subject to, all of the terms and conditions provided therein (including, without limitation, Section 6.1 of the Agreement). In the event that any conflict, inconsistency or incongruity arises between the provisions of the Agreement and the terms of this Note, the terms of the Agreement shall in all respects control.

AMERICAN INTERNATIONAL GROUP, INC.,
as Borrower

By: _____
Name:
Title:

ALICO HOLDINGS LLC INTERCOMPANY LOAN AGREEMENT

ALICO HOLDINGS LLC INTERCOMPANY LOAN AGREEMENT, dated as of this 14th day of January, 2011 (this "*Agreement*"), by and between ALICO Holdings LLC, a Delaware limited liability company ("*Lender*"), with its principal executive offices located at 180 Maiden Lane, New York, New York 10038, and American International Group, Inc., a Delaware corporation ("*Borrower*"), with its principal executive offices located at 180 Maiden Lane, New York, New York 10038.

WHEREAS, Borrower has requested the Loan (as hereinafter defined) from Lender, and Lender is willing to grant that request, subject to the terms and conditions hereof;

WHEREAS, Borrower, Lender, AIA Aurora LLC, a Delaware limited liability company ("*AIA Aurora*"), the Federal Reserve Bank of New York, the United States Department of the Treasury and the AIG Credit Facility Trust have entered into a Master Transaction Agreement, dated as of December 8, 2010 (the "*Master Transaction Agreement*"), which provides, among other things, for a series of integrated transactions, including the making of the Loan, to recapitalize Borrower;

WHEREAS, contemporaneously with the execution of this Agreement, (i) Borrower, Lender, AIA Aurora LLC and the Guarantors party thereto have entered into a Guarantee, Pledge and Proceeds Application Agreement, dated as of the date hereof (the "*Pledge Agreement*"), which provides, among other things, for security for Borrower's obligations under this Agreement and pursuant to which AIA Aurora LLC and the other guarantors party thereto have guaranteed Borrower's repayment of the Loan;

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Loan.

1.1 *The Loan*. Subject to the terms and conditions of this Agreement, Lender agrees to make an advance to Borrower in the original principal amount of Seven Hundred and Fifty Six Million, Seven Hundred and Eighteen Thousand, Six Hundred and Nine Dollars and Forty Seven Cents ($756,718,609.47) (the "*Loan*"). Upon funding of the Loan, Borrower shall immediately become indebted to Lender for the full amount of the Loan. The Loan shall not be secured or guaranteed except pursuant to the terms of the Pledge Agreement.

1.2 *The Purpose of the Loan*. Borrower will use the proceeds received in respect of the Loan to repay, or cause to be repaid, principal together with accrued and unpaid interest thereon and any other amounts outstanding under the Credit Agreement dated as of September 22, 2008 between the Borrower and the FRBNY (the "*FRBNY*

Credit Facility") (including any fees or other amounts that may become due upon termination of the FRBNY Credit Facility) immediately upon receipt of such proceeds in accordance with and pursuant to the terms of the FRBNY Credit Facility. Borrower shall immediately repay any portion of the Loan in excess of the amount required to repay all principal together with accrued and unpaid interest thereon and any other amounts outstanding under the FRBNY Credit Facility (including any fees or other amounts that may become due upon termination of the FRBNY Credit Facility) at the Closing in accordance with and pursuant to the terms of the FRBNY Credit Facility.

1.3 *The Note*. The Loan shall be evidenced by the promissory note of Borrower in the form attached as Exhibit A (the "*Note*"), which shall be executed and delivered to Lender by Borrower and dated the date hereof.

1.4 *Payment of the Loan*.

(a) Payment upon Demand. Borrower shall, as Lender shall from time to time demand from Borrower upon at least 3 business days' advance notice (a "*Demand*"), pay the entire unpaid principal amount of the Loan, together with any accrued and unpaid interest thereon (as determined from time to time, the "*Payoff Amount*"); *provided, however*, that no such Demand shall be made prior to January 1, 2014.

(b) Mandatory Payment.

(i) Prior to the making of a Demand in accordance with Section 1.4(a) hereof, Borrower shall make payments to Lender on account of the unpaid principal amount of the Loan, together with any accrued and unpaid interest thereon in accordance with Section 4 of the Pledge Agreement.

(ii) Any mandatory payment made by Borrower and allocated to repayment of the Loan in accordance with Section 4 of the Pledge Agreement shall be credited first to repayment of all accrued and unpaid interest on the Loan as of the date of such payment and then to the unpaid principal amount of the Loan.

(iii) Any Designated Cash Escrowed Funds (as defined in the Master Transaction Agreement) distributed to Lender pursuant to Section 3.02(d) of the Master Transaction Agreement and allocated to repayment of the Loan in accordance with Section 4 of the Pledge Agreement shall be treated for all relevant purposes as a mandatory payment of the Loan in accordance with this Section 1.4(b).

(c) Voluntary Payment. Borrower shall have the right to pay, without premium or penalty, the whole or any part of the Loan; *provided* that any amount so repaid is subject to allocation as between the Loan and the other Secured Obligations (as defined in the Pledge Agreement, the

"*Secured Obligations*") in accordance with Section 4 of the Pledge Agreement and in no event shall Borrower have the right to dictate the order in which the Secured Obligations are paid. Any voluntary payment made by Borrower and allocated to repayment of the Loan in accordance with Section 4 of the Pledge Agreement shall be credited first to repayment of all accrued and unpaid interest on the Loan as of the date of such payment and then to the unpaid principal amount of the Loan.

(d) Payment of Interest. Interest shall be payable upon the unpaid principal amount of the Loan for the period from the date of the borrowing of such principal through but excluding the date upon which such principal is fully paid (the "*Interest Accrual Period*"). The rate of interest shall be equal to (i) from the date of the borrowing through but excluding September 22, 2013, five percent (5.000%) per annum and (ii) from September 22, 2013 through but excluding the date upon which the unpaid principal amount of the Loan is fully repaid, nine percent (9.000%) per annum. Interest shall be computed on the basis of the actual days elapsed in a year of 365 or 366 days, as the case may be, and shall accrue on the aggregate unpaid principal amount of the Loan on any day during the Interest Accrual Period. Any accrued interest that has not been paid as of the last day of any calendar quarter pursuant to Section 1.4(a), Section 1.4(b) or Section 1.4(c) hereof shall be added to the unpaid principal amount of the Loan as of the first day of the next calendar quarter.

(e) Limitation on Payment. In no event shall Borrower be obligated to pay to Lender more than the Payoff Amount on account of the Loan.

(f) Manner of Payment. All payments to be made by Borrower on account of the borrowing hereunder shall be made to the order of Lender without any set-off or counterclaim free and clear of and without any deduction or withholding whatsoever in lawful currency of the United States of America and in immediately available funds.

(g) Limitation on Recourse. Capitalized terms used in this section but not defined in this Agreement shall have the meanings given to such terms in the Pledge Agreement. Lender shall have recourse in respect of the obligation of Borrower to perform and observe the obligations contained in this Agreement or the Note issued hereunder only (1) to the Collateral and (2) against the Borrower (x) up to an aggregate amount equal at any time to the fair market value of the Designated Interests that are not Collateral at such time, as reasonably determined in good faith by the AIG Board, or if the Rights Holder on behalf of the Lender contests such valuation, by an investment banking firm of national standing designated by mutual agreement of AIG and the Rights Holder on behalf of the Lender and (y) in respect of any amounts due but unpaid pursuant to Section 4(a) of the Pledge Agreement; *provided*, that the foregoing limitations shall not

apply to any claims against the Borrower for any loss, damage, cost, expense, liability, claim or other obligation incurred by the Lender (including reasonable attorney's fees and reasonable out-of-pocket expenses) arising out of or in connection with (A) fraud or intentional misrepresentation by the Borrower in connection with the Loans, or (B) Borrower's knowing and intentional failure to perform its material obligations under the Loan Documents.

2. Conditions Precedent to Borrowing.

The obligation of Lender to make the Loan is subject to the satisfaction of the following conditions precedent on or before the date hereof:

2.1 *Representations and Warranties*. The representations and warranties of Borrower contained in Section 3 hereof and in the Pledge Agreement shall be true and correct in all material respects on and as of the date hereof.

2.2 *Performance; No Default*. Borrower shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or on the date hereof (including, without limitation, Borrower's obligation to execute and deliver to Lender the Note), and, as of such date, no condition or event which constitutes a default in the performance of its obligations hereunder shall have occurred and be continuing.

3. Representations and Warranties.

Borrower hereby represents and warrants to Lender that:

3.1 *Organization; Powers*. Borrower is a corporation which has been duly organized and is validly existing and in good standing under the laws of the jurisdiction in which it was incorporated, with the corporate power and authority to own its properties and transact the business in which it is now engaged or in which it proposes to engage. Borrower is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where the failure so to qualify could not reasonably be expected to result in a Material Adverse Effect and has the power and authority to execute, deliver and perform its obligations under this Agreement and each other agreement or instrument contemplated hereby to which it is or will be a party and to borrow hereunder.

3.2 *Authorization; No Conflicts; No Defaults*. The execution and delivery of this Agreement (including the execution and delivery of the Note issued hereunder), the performance of Borrower's obligations under this Agreement or under the Note issued hereunder, and the consummation of the transactions herein contemplated are within Borrower's organizational powers and have been duly authorized by all necessary action on its part. This Agreement will constitute when executed and delivered, a valid and binding agreement of the Borrower, except as the same may be limited by Bankruptcy Exceptions (as defined in the Master Transaction Agreement).

Except as expressly set forth in the Pledge Agreement or the Master Transaction Agreement, the execution, delivery and performance by Borrower of this Agreement will not (a) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration of, or result in the creation of, any Lien (as defined in the Master Transaction Agreement), charge or encumbrance upon any of the properties or assets of Borrower, under any of the terms, conditions or provisions of (i) its organizational documents or (ii) any note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other instrument or obligation to which Borrower is a party or by which Borrower may be bound, or to which Borrower or any of the properties or assets of Borrower may be subject, or (b) violate any applicable Law (as defined in the Master Transaction Agreement) applicable to Borrower or any of its properties or assets.

4. Covenants.

So long as any indebtedness under this Agreement or the Note issued hereunder remains unpaid, unless Lender and the Rights Holder (as defined in the Pledge Agreement) shall otherwise consent in writing, and except as otherwise contemplated by the Pledge Agreement or the Master Transaction Agreement, Borrower shall:

4.1 *Corporate Matters*. Preserve and maintain its corporate existence and take all reasonable action to maintain all rights, privileges and franchises necessary to the normal conduct of its business, except for rights, privileges and franchises the loss of which would not reasonably be expected to have, individually or in the aggregate, an AIG Material Adverse Effect (as defined in the Master Transaction Agreement).

4.2 *Books and Records*. Keep proper books of records and account relating to this Agreement in which full, true and correct entries in conformity with sound business practice and all requirements of law applicable to Borrower shall be made; and upon reasonable prior notice permit representatives or agents of Lender to examine any of its books and records relating to this Agreement at any reasonable times and as often as Lender may reasonably desire.

4.3 *Further Assurances*. Subject to Section 6.1 hereof, take, or cause to be taken, all other actions reasonably necessary or desirable to preserve and defend the rights of Lender to payment hereunder, and to assure to Lender the benefits hereof.

5. Events of Default.

5.1 *Events of Default*. Each of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) if any portion of the principal amount of the Loan or any accrued and unpaid interest thereon (i) is not paid when due under this Agreement or under the Pledge Agreement whether at the due date thereof

or at a date fixed for prepayment thereof or by acceleration thereof or otherwise and (ii) remains unpaid for ten (10) days after the date on which such payment was due;

(b) if an Event of Default shall occur under the Pledge Agreement;

(c) if Borrower (i) takes any action or omits to take any action, in each case, that materially breaches its covenants under Section 4 hereof and (ii) such breach, if susceptible of cure, is not cured within ten (10) days after the earlier of written notice to Borrower from Lender setting forth the details of such breach and knowledge of such breach on the part of Borrower;

(d) if an involuntary proceeding shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of Borrower or any Guarantor under the Pledge Agreement or of a substantial part of the property or assets of Borrower or any Guarantor under the Pledge Agreement, under Title 11 of the United States Code, as now constituted or hereafter amended, the appointment of a trustee, receiver, intervenor or conservator under the Resolution Authority under the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Borrower or any Guarantor under the Pledge Agreement or for a substantial part of the property or assets of Borrower or any Guarantor under the Pledge Agreement or (iii) the winding-up or liquidation of Borrower; and such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; and

(e) if Borrower or any Guarantor under the Pledge Agreement shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, the appointment of a trustee, receiver, intervenor or conservator under the Resolution Authority under the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (d) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for Borrower or any Guarantor under the Pledge Agreement or for a substantial part of the property or assets of Borrower or any Guarantor under the Pledge Agreement, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally

to pay its debts as they become due or (vii) take any action for the purpose of effecting any of the foregoing.

5.2 *Remedies.* Upon the occurrence of an Event of Default and at any time thereafter: (a) Lender or Lender's agent may, in addition to any other rights or remedies available to it pursuant to this Agreement or the Pledge Agreement, or at law or in equity, take such action, without notice or demand, as Lender or Lender's agent may deem advisable to protect and enforce its rights against Borrower under this Agreement, including, without limitation, declaring the Payoff Amount to be immediately due and payable in whole or in part, whereupon the principal of the Loan so declared to be due and payable, together with accrued interest thereon and any unpaid accrued fees and all other liabilities of the Borrower accrued hereunder, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, notwithstanding anything to the contrary contained in this Agreement or the Pledge Agreement; *provided, however*, that, upon the occurrence of an Event of Default described in Section 5.1(c) hereof, the Payoff Amount shall immediately and automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower, notwithstanding anything to the contrary contained in this Agreement or the Pledge Agreement; and (b) Lender or Lender's agent may enforce or avail itself of any or all rights or remedies provided in the Pledge Agreement against Borrower and any or all of the Designated Interests or Designated Cash Proceeds (each as defined in the Master Transaction Agreement and, collectively, the "*Designated Collateral*"), including, without limitation, all rights or remedies available at law or in equity.

6. Miscellaneous.

6.1 *Entire Agreement; Amendments; Counterparts*. This Agreement and the Note issued hereunder, and any other documents referred to herein or therein, contain the entire and only agreement between Lender and Borrower concerning the subject matter hereof, and any oral statements or representations or prior written matter with respect thereto not contained herein or therein shall have no force or effect. The provisions of this Agreement and the Note issued hereunder shall not be modified, amended or waived save in writing, executed by all parties hereto, with the written consent of the Rights Holder (as defined in the Pledge Agreement). This Agreement may be executed in counterparts, each one of which will be deemed to be an original, and all of which together will constitute one and the same Agreement.

6.2 *Failure to Act Not a Waiver*. Neither the failure nor any delay on the part of either party to exercise any right, power or privilege under this Agreement or the Note issued hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of such right, power or privilege or any exercise of any other right, power or privilege.

6.3 *Successors and Assigns*. This Agreement and the Note issued hereunder shall be binding upon and inure to the benefit of, and be enforceable by, Lender and

Borrower and their respective agents, successors and permitted assigns, except that, (a) Borrower may not assign or otherwise transfer the Note issued hereunder or any of its obligations, rights or interests in or to this Agreement or the Note issued hereunder at any time without the prior written consent of Lender and the Rights Holder (as defined in the Pledge Agreement) and (b) other than as expressly provided in Section 7.10 of the Master Transaction Agreement, Lender may not assign or otherwise transfer the Note issued hereunder or any of its obligations, rights or interests in or to this Agreement or the Note issued hereunder without the prior written consent of the Borrower. Any purported assignment or transfer in violation of this Section 6.3 will be null and void *ab initio*.

6.4 *Governing Law; Severability*. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of New York without regard to its rules of conflicts of laws, subject to applicable United States Federal law. In the case any one or more of the provisions contained in this Agreement or in the Note issued hereunder should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

6.5 *Notices*. All notices under this Agreement shall be given by electronic mail or facsimile at the addresses and facsimile numbers separately provided by each party and such notice shall deemed given upon receipt of such notice.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized officers, upon the date first above written.

ALICO HOLDINGS LLC

/s/ Brian T. Schreiber
By: Brian T. Schreiber
Title: Manager

AMERICAN INTERNATIONAL GROUP, INC.

/s/ Brian T. Schreiber
By: Brian T. Schreiber
Title: Executive Vice President,Treasury and Capital Markets

[Signature Page to ALICO Holdings LLC Intercompany Loan Agreement]

Exhibit A

FORM OF PROMISSORY NOTE

$• •, 20•

For valuable consideration, receipt of which is hereby acknowledged, American International Group, Inc., a Delaware corporation ("*Borrower*"), hereby unconditionally promises to pay to the order of ALICO Holdings LLC, a Delaware limited liability company ("*Lender*"), in legal currency of the United States of America and in immediately available funds as Lender shall from time to time demand from Borrower upon at least 3 business days' advance notice on or after January 1, 2014, the lesser of the original principal sum of • Dollars ($•) or the unpaid principal amount of the loan made by Lender to the Borrower pursuant to the ALICO Holdings LLC Intercompany Loan Agreement, dated as of January 14, 2011, between Lender and Borrower (the "*Agreement*"), together with any accrued and unpaid interest thereon, payable as provided in the Agreement.

Borrower may repay all or any portion of the amount borrowed under this Note at any time, without premium or penalty, provided that all such repayments of principal shall be accompanied by all interest accrued and unpaid to the date of repayment.

Except as may be specifically provided herein, Borrower waives presentment for payment, demand, notice of nonpayment, notice of protest and protest of this Note.

Terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

This Note shall be governed by the laws of the State of New York, without giving effect to any contrary result otherwise required under applicable conflict or choice of law rules.

This Note is the Note referred to in the Agreement and is qualified by, and subject to, all of the terms and conditions provided therein (including, without limitation, Section 6.1 of the Agreement). In the event that any conflict, inconsistency or incongruity arises between the provisions of the Agreement and the terms of this Note, the terms of the Agreement shall in all respects control.

AMERICAN INTERNATIONAL GROUP, INC.,
as Borrower

By: _____
Name:
Title:

REGISTRATION RIGHTS AGREEMENT

dated as of

January 14, 2011

between

American International Group, Inc.

and

United States Department of the Treasury

REGISTRATION RIGHTS AGREEMENT

Recitals:

WHEREAS, American International Group, Inc. (the "**Company**") intends to issue in a private placement 1,655,037,962 shares of AIG common stock, par value $2.50 per share (the "**Common Stock**") to the United States Department of the Treasury (the "**Investor**") as part of the Recapitalization (as defined in the Master Transaction Agreement dated as of December 8, 2010 (the "**Transaction Agreement**") among the Company, the Investor, ALICO Holdings LLC, AIA Aurora LLC, the Federal Reserve Bank of New York and the AIG Credit Facility Trust), such Common Stock to be comprised of (i) 562,868,096 shares of Common Stock to be issued to the AIG Credit Facility Trust, for immediate delivery to the Investor, in exchange for all of the shares of Series C Perpetual, Convertible, Participating Preferred Stock held by such trust, (ii) 924,546,133 shares of Common Stock to be issued to the Investor in exchange for all of the shares of the Series E Fixed Rate Non-Cumulative Preferred Stock held by the Investor and (iii) 167,623,733 shares of Common Stock to be issued to the Investor as partial consideration for all of the shares of the Series F Fixed Rate Non-Cumulative Perpetual Preferred Stock held by the Investor.

WHEREAS, the Company may issue 20,000 shares of the its Series G Cumulative Mandatory Convertible Preferred Stock ("**Series G Preferred Stock**") to the Investor as part of the Recapitalization;

WHEREAS, the Investor currently holds a warrant to purchase shares of Common Stock dated November 25, 2008 and a warrant to purchase shares of Common Stock dated April 17, 2009 (together, the "**Warrants**"); and

WHEREAS, the Company and the Investor intend that the Investor's registration rights with respect to (i) the 1,655,037,962 shares of Common Stock received as part of the Recapitalization, (ii) any shares of Common Stock issuable upon conversion of the shares of Series G Preferred Stock, (iii) the Warrants and (iv) any shares of Common Stock issuable upon exercise of the Warrants will be governed by this Registration Rights Agreement (this "**Agreement**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, in the Transaction Agreement and in the other Transaction Documents and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article 1
Registration Rights

1.1 *Registration Rights*.

(a) Registration.

(i) Subject to the terms and conditions of this Agreement, the Company covenants and agrees that as promptly as practicable after the closing of the Recapitalization, and in any event no later than fifteen (15) days after such closing, the Company shall prepare and file with the SEC a Shelf Registration Statement covering all applicable Registrable Securities (or otherwise designate an existing Shelf Registration Statement filed with the SEC to cover such Registrable Securities), and, to the extent the Shelf Registration Statement has not theretofore been declared effective or is not automatically effective upon such filing, the Company shall use reasonable best efforts to cause such Shelf Registration Statement to be declared or become effective and to keep such Shelf Registration Statement continuously effective and in compliance with the Securities Act and usable for resale of such Registrable Securities for a period from the date of its initial effectiveness until such time as there are no Registrable Securities remaining (including by refiling such Shelf Registration Statement (or a new Shelf Registration Statement) if the initial Shelf Registration Statement expires). So long as the Company is a well known seasoned issuer (as defined in Rule 405 under the Securities Act) at the time of filing of the Shelf Registration Statement with the SEC, such Shelf Registration Statement shall be designated by the Company as an automatic Shelf Registration Statement.

(ii) Any registration pursuant to Section 1.1(a)(i) shall be effected by means of a shelf registration on an appropriate form under Rule 415 under the Securities Act (a "**Shelf Registration Statement**"). Whenever the Investor or any other Holder intends to distribute any Registrable Securities by means of the Shelf Registration Statement, it shall promptly so advise the Company and shall specify the intended method of distribution.

(A) After the Demand Commencement Date, if the Investor or any other Holder intends to distribute its Registrable Securities through an Underwritten Offering, the Company shall take all reasonable steps to facilitate such an offering, including the actions required pursuant to Section 1.1(c), as appropriate; *provided* that the Company shall not be required to facilitate a Fully-marketed Offering unless so requested by the Investor and unless the expected gross proceeds from such offering exceed $500 million. The lead underwriters in any Underwritten Offering requested by a Holder shall be selected by the Holders of a majority of the Registrable Securities to be so distributed and shall be reasonably acceptable to the Company. Holders of Registrable Securities other than the Investor shall not have the right to initiate a Fully-marketed Offering, and the Investor shall not have the right to initiate more than two Fully-marketed Offerings in any 12-month period. "**Demand Commencement Date**" means the earlier of (x) August 15, 2011 and (y) the closing date of the First

Offering. "**Underwritten Offering**" means a discrete registered offering of securities conducted by one or more underwriters pursuant to the terms of an underwriting agreement. "**Fully-marketed Offering**" means an Underwritten Offering in which members of management and executives of the Company travel to participate in "roadshows," similar sales events and other marketing activities and do not merely participate in such marketing activities by telephone, video conference or similar electronic means.

(B) After the Demand Commencement Date, if the Investor intends to distribute its Registrable Securities to or through a manager in one or more At-the-market Offerings, the Company shall take all reasonable steps to facilitate such an offering, including the actions required pursuant to Section 1.1(c), as appropriate. The managers of any At-the-market Offering shall be selected by the Investor and shall be reasonably acceptable to the Company. Holders of Registrable Securities other than the Investor shall not have the right to distribute their Registrable Securities through an At-the-market Offering. "**At-the-market Offering**" means a continuous registered offering of securities.

(C) If the Investor or any other Holder selects any other intended method of distribution, the Company shall take all reasonable steps to facilitate such distribution, including the actions required pursuant to Section 1.1(c), as appropriate.

(iii) The Company shall not be required to effect a distribution of Registrable Securities pursuant to Section 1.1(a)(i): (A) with respect to securities that are not Registrable Securities or (B) if the Company has notified the Investor and all other Holders that in the good faith judgment of the Board of Directors, it would be materially detrimental to the Company for such registered distribution to be effected at such time, in which event the Company shall have the right to defer such registered distribution for a period of not more than 45 days after receipt of the request of the Investor or any other Holder; *provided* that such right to delay a registered distribution shall be exercised by the Company (1) only if the Company has generally exercised (or is concurrently exercising) similar black-out rights against holders of similar securities that have registration rights and (2) not more than three times in any 12-month period and not more than 90 days in the aggregate in any 12-month period; *provided, further* (x) that the number and duration of any permitted suspensions of sales in any 12-month period pursuant to Section 1.1(c)(viii) or Section 1.1(d) shall reduce the number and duration of any permitted registration deferrals in such 12-month period pursuant to this Section 1.1(a)(iii) and (y) if, when the Investor or any other Holder requests to sell Registrable Securities pursuant to Section 1.1(a)(ii), the Company's directors and senior executive officers are not permitted pursuant to Company policy to sell their shares of Common Stock and the sum of the number of days remaining until such directors and senior executive officers would be permitted pursuant to Company policy to sell their shares of Common Stock plus the number of aggregate days in the preceding 12 months with respect to which the Company has exercised its deferral rights pursuant to this clause (iii) or its suspension rights pursuant to Section 1.1(c)(viii) or Section 1.1(d) is at least equal to 90, then the Company and the Investor shall negotiate in good faith to determine

whether the requested offering should proceed, in light of the need, if any, for the Company to provide additional public disclosure in connection with such offering, but if the Company reasonably determines that it is unable to provide the required disclosure at that time consistent with its internal control over financial reporting and disclosure controls and procedures, the Company shall not be required to proceed with the requested offering.

(iv) The Company shall not distribute its equity securities, or any securities convertible into or exchangeable or exercisable for its equity securities, through an At-the-market Offering or any other method of distribution, whether registered or unregistered, other than an Underwritten Offering, a distribution pursuant to Section 1.1(a)(ii), a Special Registration or, if the Investor is not then conducting an At-the-market Offering, an At-the-market Offering, in each case subject to the other provisions of this Agreement. If the Company proposes to effect an Underwritten Offering of its equity securities, other than a distribution pursuant to Section 1.1(a)(i) or a Special Registration, the Company will give prompt written notice to the Investor and all other Holders of its intention to effect such a distribution (but in no event less than ten days prior to the anticipated launch date) and, subject to Section 1.1(a)(vii), will include in such distribution all Registrable Securities with respect to which the Company has received written requests for inclusion therein not later than the close of business on the business day immediately preceding the launch date of such distribution (a "**Piggyback Registration**"). Any such person that has made such a written request may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company and the managing underwriter, if any, not later than the close of business on the business day immediately preceding the launch date of such distribution. The Company may terminate or withdraw any distribution under this Section 1.1(a)(iv) prior to the pricing of such distribution, whether or not the Investor or any other Holders have elected to include Registrable Securities in such distribution. For avoidance of doubt, the rights of the Investor and the other Holders pursuant to this Section 1.1(a)(iv) will apply both before and after the Demand Commencement Date.

(v) The right of the Investor and all other Holders to participate in the Company's proposed Underwritten Offering pursuant to Section 1.1(a)(iv) will be conditioned upon such persons' entering into an underwriting agreement in customary form with the underwriter or underwriters selected for such Underwritten Offering by the Company; *provided* that the Investor (as opposed to other Holders) shall not be required to indemnify any person in connection with any registration and shall only be required to make representations in the underwriting agreement as to its ability to transfer marketable title to the relevant Registrable Securities, its authority to execute, deliver and perform its obligations under such underwriting agreement and the absence of any consents or approvals required for it to sell such Registrable Securities in such Underwritten Offering. If any participating person disapproves of the terms of the Underwritten Offering, such person may elect to withdraw therefrom by written notice to the Company, the managing underwriters and the Investor (if the Investor is participating in the Underwritten Offering) at least two business days prior to the pricing date of such offering.

(vi) Without the written consent of the Investor in its sole discretion, the Company shall not grant demand registration rights to any third party and shall not grant "piggyback" registration rights to any third party to include its securities in an offering initiated by the Investor or any other Holder under a Shelf Registration Statement pursuant to Section 1.1(a)(ii). If the Company grants "piggyback" registration rights to a third party to include its securities in an Underwritten Offering initiated by the Company, and the Investor or any other Holder elects to participate in such Underwritten Offering pursuant to Section 1.1(a)(iv), such third party registration rights shall provide that such third party may only sell its securities in such Underwritten Offering to the extent that, in the reasonable opinion of the managing underwriters for such Underwritten Offering, such sales would not adversely affect the marketability of such Underwritten Offering (including an adverse effect on the per share offering price) after taking into account all the securities to be sold in such Underwritten Offering by the Investor, any other Holder and the Company.

(vii) If (A) within 10 days after a request by the Investor or any other Holder to distribute Registrable Securities in an Underwritten Offering pursuant to Section 1.1(a)(ii)(A), the Company gives notice of a proposed Underwritten Offering of its equity securities pursuant to Section 1.1(a)(iv) or vice versa and (B) the managing underwriters for such Underwritten Offerings advise the Company, the Investor and any other Holders proposing to participate in such offerings that in the reasonable opinion of such managing underwriters the number of securities requested to be included in such offerings exceeds the number that can be sold without adversely affecting the marketability of such offerings (including an adverse effect on the per share offering price), the Company will include in a combined offering only such number of securities (the "**Maximum Number**") that in the reasonable opinion of such managing underwriters can be sold without adversely affecting the marketability of the offering (including an adverse effect on the per share offering price), which securities will be included in the following order of priority: (x) if the Company delivers its notice pursuant to Section 1.1(a)(iv) before the Investor or any other Holder delivers its request pursuant to Section 1.1(a)(ii)(A), then the Company will be allowed to sell up to the number of equity securities it proposes to sell, and if such number is less than the Maximum Number, the Investor and any other Holders will be allowed to sell up to the number of Registrable Securities requested to be sold pursuant to Section 1.1(a)(ii) or 1.1(a)(iv), pro rata on the basis of the aggregate number of Registrable Securities held by each such person; *provided* that the number of securities sold pursuant to this clause (x) shall not exceed the Maximum Number and (y) if the Investor or any other Holder delivers its request pursuant to Section 1.1(a)(ii)(A) before the Company delivers its notice pursuant to Section 1.1(a)(iv), then the Investor and such other Holders will be allowed to sell up to the number of Registrable Securities they propose to sell, pro rata on the basis of the aggregate number of Registrable Securities held by each such person, and if the aggregate number of securities they propose to sell is less than the Maximum Number, the Company will be allowed to sell up to the number of equity securities it proposes to sell; *provided* that the number of securities sold pursuant to this clause (y) shall not exceed the Maximum Number.

(viii) With respect to any Underwritten Offering of Registrable Securities by the Investor or other Holders pursuant to this Section 1.1, the Company agrees not to effect (other than pursuant to such registration or pursuant to a Special Registration) any sale or distribution, or to file any Shelf Registration Statement (other than such registration or a Special Registration) covering any of its equity securities or any securities convertible into or exchangeable or exercisable for such equity securities, during the period not to exceed the lesser of 180 days and the duration of any lock-up period applicable to the Investor or, if the Investor is not participating in such offering, to such other Holders. If such Underwritten Offering is a Fully-marketed Offering, the Company also agrees to use its reasonable best efforts to cause such of its directors and senior executive officers as may be requested by the managing underwriter of such offering to execute and deliver customary lock-up agreements in such form and for such time period up to 90 days as may be requested by the managing underwriter. "**Special Registration**" means the registration of (A) equity securities and/or options or other securities or rights in respect thereof or related thereto solely registered on Form S-4 or Form S-8 (or successor form) or (B) shares of equity securities and/or options or other securities or rights in respect thereof or related thereto to be offered to directors, members of management, employees, consultants, customers, lenders or vendors of the Company or its subsidiaries or in connection with dividend reinvestment plans.

(ix) With respect to any At-the-market Offering by the Investor pursuant to this Section 1.1, the Company agrees not to effect (other than pursuant to such registration or pursuant to a Special Registration) any sale or distribution, or to file any Shelf Registration Statement (other than such registration or a Special Registration) covering any of its equity securities or any securities convertible into or exchangeable or exercisable for such equity securities, while such At-the-market Offering is continuing.

(x) In connection with any At-the-market Offering, the Investor will agree to commercially reasonable black-out provisions to address the Company's earnings black-out policy in effect at such time. Upon notice from the Company, given with respect to a Subsequent Permitted Offering and otherwise not more than twice in any 12-month period, the Investor will promptly suspend any At-the-market Offering of Registrable Securities for a reasonable period of time to enable the Company to conduct an Underwritten Offering of its equity securities or securities convertible into or exercisable or exchangeable for its equity securities.

(xi) Notwithstanding any other provision of this Agreement, with respect to any Underwritten Offering, whether initiated by the Company, the Investor or any other Holder, occurring prior to the time the Investor's ownership of Voting Securities of the Company falls below 33%, so long as the Investor is participating in such offering, the selection of the managing underwriters (subject to the Company's reasonable approval), the method of distribution, the overall size of the offering and the type of securities offered, as well as the relative amounts and types of securities to be offered by each party selling securities in the offering (except as provided in clause (xii) below), and the public offering price per security (except as provided in clause (xii) below) shall each be subject to the consent of the Investor, in its sole discretion. "**Voting Securities**" means the

Common Stock and any other securities of the Company generally entitled to vote in the election of directors.

(xii) Notwithstanding any other provision of this Agreement, (A) with respect to the Company's first Underwritten Offering following the Closing Date (the "**First Offering**"), the Company shall have the right to sell up to a number of equity securities having an aggregated initial per share offering price of $3.0 billion plus, if the Investor consents in its sole discretion, up to an additional $4.0 billion to permit the Company to settle securities litigation or to conduct a tender offer or exchange offer for its junior subordinated debentures, *provided* the First Offering occurs before the first anniversary of the Closing Date and (B) if the Board of Directors determines in good faith, after consultation with the Investor, that due to events affecting the Company's operating insurance subsidiaries the Company's reasonably projected Aggregate Liquidity (as defined in the Intercompany Guarantee and Pledge Agreement) will fall below $8.0 billion within the 12 months following such determination, the Company shall have the right, exercisable once within 12 months of such determination, to initiate an Underwritten Offering with respect to which (x) the Company shall have the right to sell up to a number of equity securities (at a price per share to be determined by the Company) having an aggregate initial per share offering price equal to the greater of $2.0 billion and the amount equal to the excess of $8.0 billion over the lowest reasonably projected Aggregate Liquidity (as so defined) during such 12-month period (a "**Subsequent Permitted Offering**") and (y) the Investor shall agree with the managing underwriters for such offering not to sell any of its Registrable Securities for a reasonable period following such offering. The Company may conduct a Subsequent Permitted Offering for each 12-month period with respect to which the Board of Directors makes the determination described in clause (B) of the preceding sentence, even if a subsequent 12-month period overlaps with a prior 12-month period.

(xiii) Notwithstanding any other provision of this Agreement, with respect to any Underwritten Offering, whether initiated by the Company, the Investor or any other Holder, occurring prior to the time the Investor's ownership of Voting Securities of the Company falls below 33%, so long as the Investor is participating in such offering, the Investor shall determine, in its sole discretion, all fees to be paid to the underwriters in such offering.

(xiv) In connection with any Underwritten Offering initiated by the Company in which the Investor elects not to participate, the Investor shall agree with the managing underwriters for such offering not to sell any of its Registrable Securities for a reasonable period (not to exceed the lock-up period applicable to the Company) following such offering.

(b) Expenses of Registration. All Registration Expenses incurred in connection with any registration, qualification or compliance hereunder shall be borne by the Company. Selling Expenses incurred in connection with any registrations hereunder shall be borne by (i) the Company if the Investor is selling the relevant Registrable Securities, *provided* that the aggregate amount of discounts and selling commissions included in the Selling Expenses for any offering shall not exceed 1% of the gross proceeds of the Registrable Securities sold by the Investor in

such offering, and (ii) by the other Holders if such other Holders are selling the relevant Registrable Securities, pro rata on the basis of the aggregate offering or sale price of the securities so sold by such other Holders.

(c) Obligations of the Company. The Company shall use its reasonable best efforts, for so long as there are Registrable Securities outstanding, to take such actions as are in its control to become a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) and once the Company becomes a well-known seasoned issuer to take such actions as are in its control to remain a well-known seasoned issuer. In addition, whenever required to effect the registration of any Registrable Securities or facilitate the distribution of Registrable Securities pursuant to an effective Shelf Registration Statement, the Company shall, as expeditiously as reasonably practicable:

(i) Prepare and file with the SEC, not later than ten (10) days after notification by the Investor pursuant to Section 1.1(a)(ii), a prospectus supplement with respect to a proposed offering of Registrable Securities pursuant to the Shelf Registration Statement, subject to Section 1.1(a)(iii) and Section 1.1(d), reflecting the plan of distribution specified pursuant to Section 1.1(a)(ii).

(ii) Prepare and file with the SEC such amendments and supplements to the applicable registration statement and the prospectus or prospectus supplement used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(iii) Furnish to the Holders and any underwriters such number of copies of the applicable registration statement and each such amendment and supplement thereto (including in each case all exhibits) and of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned or to be distributed by them.

(iv) Use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or blue sky laws of such jurisdictions as shall be reasonably requested by the Holders or any managing underwriter(s), to keep such registration or qualification in effect for so long as such registration statement remains in effect, and to take any other action that may be reasonably necessary to enable such seller to consummate the disposition in such jurisdictions of the securities owned by such Holder; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(v) Notify each Holder at any time when a prospectus relating to an offering of such Holder’s Registrable Securities is required to be delivered under the Securities Act of the happening of any event as a result of which the applicable prospectus, as then in effect, includes an untrue statement of a material fact or omits to state a material fact

required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing.

(vi) Give written notice to the Holders:

(A) when any registration statement filed pursuant to Section 1.1(a) or any amendment thereto has been filed with the SEC (except for any amendment effected by the filing of a document with the SEC pursuant to the Exchange Act) and when such registration statement or any post-effective amendment thereto has become effective;

(B) of any request by the SEC for amendments or supplements to any registration statement or the prospectus included therein or for additional information;

(C) of the issuance by the SEC of any stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose;

(D) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Common Stock for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(E) of the happening of any event that requires the Company to make changes in any effective registration statement or the prospectus related to the registration statement in order to correct any untrue statement or make the statements therein not misleading (which notice shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made); and

(F) if at any time the representations and warranties of the Company contained in any underwriting agreement contemplated by Section 1.1(c)(x) or any equity distribution agreement contemplated by Section 1.1(c)(xi) cease to be true and correct.

(vii) Use its reasonable best efforts to prevent the issuance or obtain the withdrawal of any order suspending the effectiveness of any registration statement referred to in Section 1.1(c)(vi)(C) at the earliest practicable time.

(viii) Upon the occurrence of any event contemplated by Section 1.1(c)(v)or 1.1(c)(vi)(E), promptly prepare a post-effective amendment to such registration statement or a supplement to the related prospectus or file any other required document so that, as thereafter delivered to the Holders and any underwriters, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders in accordance with Section 1.1(c)(vi)(E)

to suspend the use of the prospectus until the requisite changes to the prospectus have been made, then the Holders and any underwriters shall suspend use of such prospectus and use their reasonable best efforts to return to the Company all copies of such prospectus (at the Company's expense) other than permanent file copies then in such Holders' or underwriters' possession. The total number of days that any such suspension may be in effect in any 12-month period shall not exceed 90 days; *provided* that the duration of any permitted registration deferrals or suspensions of sales in any 12-month period pursuant to Section 1.1(a)(iii) or Section 1.1(d) shall reduce the duration of any permitted suspensions of sales in such 12-month period pursuant to this Section 1.1(c)(viii).

(ix) Use reasonable best efforts to procure the cooperation of the Company's transfer agent in settling any offering or sale of Registrable Securities, including causing the Registrable Securities to be included in the Company's direct registration system in accordance with any procedures reasonably requested by the Holders or any managing underwriter(s).

(x) If an Underwritten Offering is requested pursuant to 1.1(a)(ii)(A), enter into an underwriting agreement in customary form, scope and substance and take all such other actions reasonably requested by the Holders of a majority of the Registrable Securities being sold in connection therewith or by the managing underwriter(s), if any, to expedite or facilitate such Underwritten Offering, subject to clauses (F) and (G) below, and in connection with such Underwritten Offering, (A) make such representations and warranties to the Holders that are selling stockholders and the managing underwriter(s), if any, with respect to the business of the Company and its subsidiaries, and the Shelf Registration Statement, prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in customary form, substance and scope, and, if true, confirm the same if and when requested, (B) use its reasonable best efforts to furnish the underwriters and such Holders with opinions of counsel to the Company, addressed to the managing underwriter(s), if any, and such Holders covering the matters customarily covered in such opinions requested in underwritten offerings, (C) use its reasonable best efforts to obtain "cold comfort" letters from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any business acquired by the Company for which financial statements and financial data are included in the Shelf Registration Statement) who have certified the financial statements included in such Shelf Registration Statement, addressed to each of the managing underwriter(s), if any, and such Holders, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters, (D) include in such underwriting agreement indemnification provisions and procedures customary in underwritten offerings (provided that the Investor shall not be obligated to provide any indemnity or make representations other than those described in Section 1.1(a)(v)), (E) deliver such documents and certificates as may be reasonably requested by the Holders of a majority of the Registrable Securities being sold in connection therewith, their counsel and the managing underwriter(s), if any, to evidence the continued validity of the representations and warranties made pursuant to clause (A) above and to evidence compliance with any customary conditions contained in the

underwriting agreement or other agreement entered into by the Company, (F) if such Underwritten Offering is a Fully-marketed Offering, make members of management and executives of the Company available to travel to participate in "roadshows," similar sales events and other marketing activities and (G) if such Underwritten Offering is not a Fully-marketed Offering, and if requested by the Investor or such other Holder, make members of management and executives of the Company available to participate by telephone, video conference or similar electronic means in "roadshows," similar sales events or other marketing activities, *provided* that members of management and executives of the Company shall not be required to participate in such activities for more than one-half of any business day nor more frequently than three times in any 30-day period with respect to all such Underwritten Offerings within such period.

(xi) If an At-the-market Offering is requested pursuant to 1.1(a)(ii)(B), enter into an equity distribution agreement in customary form, scope and substance and take all such other actions reasonably requested by the Investor or by the manager(s), to expedite or facilitate such At-the-market Offering, and in connection with such At-the-market Offering (A) make such representations and warranties to the Investor and the manager(s) with respect to the business of the Company and its subsidiaries, and the Shelf Registration Statement, prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in customary form, substance and scope, and, if true, confirm the same when requested, (B) use its reasonable best efforts to furnish to the manager(s) and the Investor when requested opinions of counsel to the Company, addressed to the manager(s) and the Investor, covering the matters customarily covered in such opinions requested in At-the-market Offerings, (C) use its reasonable best efforts to obtain when requested "cold comfort" letters from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any business acquired by the Company for which financial statements and financial data are included in the Shelf Registration Statement) who have certified the financial statements included in such Shelf Registration Statement, addressed to the manager(s) and the Investor, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters, (D) include in such equity distribution agreement indemnification provisions and procedures customary in dribble-out programs (provided that the Investor shall not be obligated to provide any indemnity or make representations other than those described in Section 1.1(a)(v)) and (E) deliver such documents and certificates as may be reasonably requested by the Investor, its counsel and the manager(s) to evidence the continued validity of the representations and warranties made pursuant to clause (A) above and to evidence compliance with any customary conditions contained in the equity distribution agreement or other agreement entered into by the Company.

(xii) Make available for inspection by a representative of Holders that are selling stockholders, the managing underwriter(s), if any, manager(s), if any, and any attorneys or accountants retained by such Holders, managing underwriter(s) or manager(s), if any, at the offices where normally kept, during reasonable business hours, financial and other records, pertinent corporate documents and properties of the Company, and cause the officers, directors and employees of the Company to supply all information

in each case reasonably requested (and of the type customarily provided in connection with due diligence conducted in connection with a registered public offering of securities) by any such representative, managing underwriter(s), manager(s), attorney or accountant in connection with such Shelf Registration Statement, in each case subject to customary confidentiality arrangements in the case of any such persons other than the Investor, its advisers, the managing underwriter(s), if any, manager(s), if any, and any attorneys retained by such managing underwriter(s) or manager(s).

(xiii) Use reasonable best efforts to cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed or, if no similar securities issued by the Company are then listed on any national securities exchange, use its reasonable best efforts to cause all such Registrable Securities to be listed on such securities exchange as the Investor may designate.

(xiv) If requested by Holders of a majority of the Registrable Securities being registered and/or sold in connection therewith, or the managing underwriter(s), if any, promptly include in a prospectus supplement or amendment such information as the Holders of a majority of the Registrable Securities being registered and/or sold in connection therewith, managing underwriter(s), if any, or manager(s), if any, may reasonably request in order to permit the intended method of distribution of such securities and make all required filings of such prospectus supplement or such amendment as soon as practicable after the Company has received such request.

(xv) Timely provide to its security holders earning statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

(d) Suspension of Sales. Upon receipt of written notice from the Company that a registration statement, prospectus or prospectus supplement contains or may contain an untrue statement of a material fact or omits or may omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that circumstances exist that make inadvisable use of such registration statement, prospectus or prospectus supplement, the Investor and each Holder of Registrable Securities shall forthwith discontinue disposition of Registrable Securities until the Investor and/or Holder has received copies of a supplemented or amended prospectus or prospectus supplement, or until the Investor and/or such Holder is advised in writing by the Company that the use of the prospectus and, if applicable, prospectus supplement may be resumed, and, if so directed by the Company, the Investor and/or such Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in the Investor and/or such Holder's possession, of the prospectus and, if applicable, prospectus supplement covering such Registrable Securities current at the time of receipt of such notice. The total number of days that any such suspension may be in effect in any 12-month period shall not exceed 90 days; *provided* that the duration of any permitted registration deferrals or suspensions of sales in any 12-month period pursuant to Section 1.1(a)(iii) or Section 1.1(c)(viii) shall reduce the duration of any permitted suspensions of sales in such 12-month period pursuant to this Section 1.1(d).

(e) Termination of Registration Rights. A Holder's registration rights as to any securities held by such Holder (and its Affiliates, partners, members and former members) shall not be available unless such securities are Registrable Securities.

(f) Furnishing Information.

(i) Neither the Investor nor any Holder shall use any free writing prospectus (as defined in Rule 405) in connection with the sale of Registrable Securities without the prior written consent of the Company.

(ii) It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 1.1(c) that the Investor and/or the selling Holders, the underwriters, if any, and the manager(s), if any, shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required to effect the registered offering of such Registrable Securities.

(g) Indemnification.

(i) The Company agrees to indemnify each Holder and, if a Holder is a person other than an individual, such Holder's officers, directors, employees, agents, representatives and Affiliates, and each person, if any, that controls a Holder within the meaning of the Securities Act (each, an "**Indemnitee**"), against any and all losses, claims, damages, actions, liabilities, costs and expenses (including reasonable fees, expenses and disbursements of attorneys and other professionals incurred in connection with investigating, defending, settling, compromising or paying any such losses, claims, damages, actions, liabilities, costs and expenses), joint or several, arising out of or based upon any untrue statement or alleged untrue statement of material fact contained in any registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto or any documents incorporated therein by reference or contained in any free writing prospectus (as such term is defined in Rule 405) prepared by the Company or authorized by it in writing for use by such Holder (or any amendment or supplement thereto); or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; *provided* that the Company shall not be liable to such Indemnitee in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon (A) an untrue statement or omission made in such registration statement, including any such preliminary prospectus or final prospectus contained therein or any such amendments or supplements thereto or contained in any free writing prospectus (as such term is defined in Rule 405) prepared by the Company or authorized by it in writing for use by such Holder (or any amendment or supplement thereto), in reliance upon and in conformity with information regarding such Indemnitee or its plan of distribution or ownership interests which was furnished in writing to the Company by such Indemnitee for use in connection with such registration statement, including any such preliminary prospectus or final prospectus contained therein or any such amendments or supplements thereto, or (B) offers or sales effected by or on behalf of

such Indemnitee "by means of" (as defined in Rule 159A) a "free writing prospectus" (as defined in Rule 405) that was not authorized in writing by the Company.

(ii) If the indemnification provided for in Section 1.1(g)(i) is unavailable to an Indemnitee with respect to any losses, claims, damages, actions, liabilities, costs or expenses referred to therein or is insufficient to hold the Indemnitee harmless as contemplated therein, then the Company, in lieu of indemnifying such Indemnitee, shall contribute to the amount paid or payable by such Indemnitee as a result of such losses, claims, damages, actions, liabilities, costs or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnitee, on the one hand, and the Company, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, actions, liabilities, costs or expenses as well as any other relevant equitable considerations. The relative fault of the Company, on the one hand, and of the Indemnitee, on the other hand, shall be determined by reference to, among other factors, whether the untrue statement of a material fact or omission to state a material fact relates to information supplied by the Company or by the Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and each Holder agree that it would not be just and equitable if contribution pursuant to this Section 1.1(g)(ii) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 1.1(g)(i). No Indemnitee guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from the Company if the Company was not also guilty of such fraudulent misrepresentation.

(h) Assignment of Registration Rights.

(i) The rights of the Investor to registration of Registrable Securities pursuant to Section 1.1(a) may be assigned by the Investor, in its sole discretion, to a transferee or assignee of Registrable Securities with a market value no less than $500 million, and upon such assignment, such transferee or assignee shall become a Holder under this Agreement; *provided*, however, the transferor shall, within ten days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the number and type of Registrable Securities that are being assigned, together with a counterpart of this Agreement executed by the transferee or assignee. For purposes of this Section 1.1(h), "market value" per share of Common Stock shall be the last reported sale price of the Common Stock on the national securities exchange on which the Common Stock is listed or admitted to trading on the last trading day prior to the proposed transfer, and the "market value" for either Warrant (or any portion thereof) shall be (i) the product of the market value per share of Common Stock, as described above, times the number of shares of Common Stock underlying such Warrant (or such portion) less (ii) the Exercise Price (as defined in such Warrant).

(ii) If the Investor transfers to a special purpose vehicle wholly-owned by the Investor (an "**SPV**") any of its Registrable Securities, the Investor may, in its sole discretion, assign all of its rights under this Agreement with respect to such Registrable Securities to such SPV, and upon such assignment such SPV shall be treated as if it were

the Investor with respect to such Registrable Securities so long as such SPV is wholly-owned by the Investor; *provided*, however, the transferor shall, within ten days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the number and type of Registrable Securities that are being assigned, together with a counterpart of this Agreement executed by the transferee or assignee.

(i) Rule 144. With a view to making available to the Investor and Holders the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use its reasonable best efforts to:

(i) make and keep public information available, as those terms are understood and defined in Rule 144(c)(1) or any similar or analogous rule promulgated under the Securities Act, at all times after the date of this Agreement (the "**Signing Date**");

(ii) file with the SEC, in a timely manner, all reports and other documents required of the Company under the Exchange Act;

(iii) so long as the Investor or a Holder owns any Registrable Securities, furnish to the Investor or such Holder forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of Rule 144 under the Securities Act, and of the Exchange Act; a copy of the most recent annual or quarterly report of the Company; and such other reports and documents as the Investor or Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing it to sell any such securities to the public without registration; and

(iv) take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act.

(j) As used in this Agreement, the following terms shall have the following respective meanings:

(i) "**Holder**" means the Investor and any other holder of Registrable Securities to whom the registration rights conferred by this Agreement have been transferred in compliance with Section 1.1(h) and that has executed a counterpart of this Agreement. Other than the Investor, any Holder shall cease to be a Holder when all Registrable Securities held by such Holder are eligible to be resold under Rule 144 (regardless of any limitation thereunder on volume or manner of sale).

(ii) "**Investor's Counsel**" means, if the Investor is participating in the relevant offering, one counsel selected by the Investor for the selling Holders participating in such offering.

(iii) "**Register,**" "**registered,**" and "**registration**" shall refer to a registration effected by preparing and (A) filing a registration statement in compliance with the

Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of effectiveness of such registration statement or (B) filing a prospectus and/or prospectus supplement in respect of an appropriate effective registration statement on Form S-3.

(iv) "**Registrable Securities**" means (A) the 1,655,037,962 shares of Common Stock received by the Investor as part of the Recapitalization, (B) any shares of Common Stock issuable upon conversion of the Series G Preferred Stock, (C) the Warrants (subject to Section1.1(n)), and (D) any equity securities issued or issuable directly or indirectly with respect to the securities referred to in the foregoing clauses by way of conversion, exercise or exchange thereof, including the shares of Common Stock issuable upon exercise of the Warrants, or share dividend or share split or in connection with a combination of shares, recapitalization, reclassification, merger, amalgamation, arrangement, consolidation or other reorganization; *provided* that, once issued, such securities will not be Registrable Securities when (1) they are sold pursuant to an effective registration statement under the Securities Act or pursuant to Rule 144, (2) they shall have ceased to be outstanding or (3) they have been sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities; *provided, further* that shares of Common Stock underlying either Warrant will not be Registrable Securities if and when the Warrant pursuant to which such shares of Common Stock are issuable is terminated in accordance with its terms without exercise thereof. No Registrable Securities may be registered under more than one registration statement at any one time.

(v) "**Registration Expenses**" mean all expenses incurred by the Company in effecting any registration pursuant to this Agreement (whether or not any registration or prospectus becomes effective or final) or otherwise complying with its obligations under this Section 1.1, including all registration, filing and listing fees, printing expenses, fees and disbursements of counsel for the Company, blue sky fees and expenses, expenses incurred in connection with any "road show", the reasonable fees and disbursements of Investor's Counsel and expenses of the Company's independent accountants in connection with any regular or special reviews or audits incident to or required by any such registration, but shall not include Selling Expenses.

(vi) "**Rule 144**", "**Rule 159A**", "**Rule 405**" and "**Rule 415**" mean, in each case, such rule promulgated under the Securities Act (or any successor provision), as the same shall be amended from time to time.

(vii) "**Selling Expenses**" mean all discounts, selling commissions, exchange fees and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for the Investor (other than the fees and disbursements of Investor's Counsel included in Registration Expenses).

(k) At any time, any holder of Registrable Securities (including any Holder) may elect to forfeit its rights set forth in this Section 1.1 from that date forward; *provided* that a Holder forfeiting such rights shall nonetheless be entitled to participate under Sections 1.1(a)(iv), (v) and (vii) in any Pending Underwritten Offering to the same extent that such Holder would have been

entitled to if the holder had not withdrawn; and *provided, further,* that no such forfeiture shall terminate a Holder's rights or obligations under Sections 1.1(f) and 1.1(g) with respect to any prior registration or Pending Underwritten Offering. "**Pending Underwritten Offering**" means, with respect to any Holder forfeiting its rights pursuant to this Section 1.1(k), any underwritten offering of Registrable Securities in which such Holder has advised the Company of its intent to register its Registrable Securities either pursuant to Section 1.1(a)(ii) or 1.1(a)(iv) prior to the date of such Holder's forfeiture.

(l) Specific Performance. The parties hereto acknowledge that there would be no adequate remedy at law if the Company fails to perform any of its obligations under this Section 1.1 and that the Investor and the Holders from time to time may be irreparably harmed by any such failure, and accordingly agree that the Investor and such Holders, in addition to any other remedy to which they may be entitled at law or in equity, to the fullest extent permitted and enforceable under applicable law, shall be entitled to compel specific performance of the obligations of the Company under this Section 1.1 in accordance with the terms and conditions of this Section 1.1.

(m) No Inconsistent Agreements. The Company shall not, on or after the Signing Date, enter into any agreement with respect to its securities that may impair the rights granted to the Investor and the Holders under this Section 1.1 or that otherwise conflicts with the provisions hereof in any manner that may impair the rights granted to the Investor and the Holders under this Section 1.1. The Company represents that, as of the closing of the Recapitalization, it is not a party to any agreement with respect to its securities that is inconsistent with the rights granted to the Investor and the Holders under this Section 1.1 (including agreements that are inconsistent with the order of priority contemplated by Section 1.1(a)(vii)) or that may otherwise conflict with the provisions hereof.

(n) Registered Sales of the Warrants. The Holders agree to sell either of the Warrants or any portion thereof under the Shelf Registration Statement as soon as practicable after notifying the Company of any such sale, before which sale the Investor and all Holders of such Warrant shall take reasonable steps to agree to revisions to such Warrant to permit a public distribution of such Warrant, including entering into a warrant agreement and appointing a warrant agent.

1.2 *Other Registration Rights*. This Agreement supersedes any prior agreement, arrangement or understanding providing the Investor with registration rights with respect to any securities of the Company.

Article 2
Miscellaneous

2.1 *Interpretation.* The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. References to "herein", "hereof", "hereunder" and the like refer to this Agreement as a whole and not to any particular section or provision, unless

expressly stated otherwise herein. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed followed by the words “without limitation. “ “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel. All references to “$” or “dollars” mean the lawful currency of the United States of America. Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Agreement.

2.2 *Termination*. This Agreement may be terminated by either party at any time prior to the Closing if the Transaction Agreement is terminated pursuant to its terms. In the event of such a termination of this Agreement, this Agreement shall forthwith become void and there shall be no liability on the part of either party hereto except that nothing herein shall relieve either party from liability for any breach of this Agreement.

2.3 *Amendment*. No amendment of any provision of this Agreement will be effective unless made in writing and signed in all cases by the Company and the Investor (on behalf of all Holders) so long as the Investor is a Holder or, if the Investor is no longer a Holder, by the Holders of a majority of the then outstanding Registrable Securities; *provided* that the Investor may unilaterally amend any provision of this Agreement to the extent required to comply with any changes after the Signing Date in applicable federal statutes. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative of any rights or remedies provided by law. Each Holder (other than the Investor) by executing a counterpart of this Agreement agrees to be bound by any amendments approved of by the Investor while it is a Holder.

2.4 *Governing Law: Submission to Jurisdiction, Etc*. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with, (a) for so long as the Investor is a Holder, United States federal law and not the law of any State or (b) if the Investor is no longer a Holder, the laws of the State of New York without regard to the rules of conflicts of laws. To the extent that a court looks to the laws of any State to determine or define the United States federal law, it is the intention of the parties hereto that such court shall look only to the laws of the State of New York without regard to the rules of conflicts of laws. Each of the parties hereto agrees (x) to submit to the exclusive jurisdiction and venue of (i) for so long as the Investor is a Holder, the United States District Court for the District of Columbia or, in the case of any claim against the Investor for monetary damages in

excess of $10,000, the United States Court of Federal Claims, or (ii) if the Investor is no longer a Holder, any federal or state court located in New York County, for any and all actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, and (y) that notice may be served upon either party at the address and in the manner set forth for notices in Section 12.01 of the Transaction Agreement. To the extent permitted by applicable law, each of the parties hereto hereby unconditionally waives trial by jury in any legal action or proceeding relating to this Agreement or the transactions contemplated hereby.

2.5 *Notices*. Any notice, request, instruction or other document to be given hereunder by any party to the other will be given at the address and in the manner set forth for notices in Section 12.01 of the Transaction Agreement.

2.6 *Definitions*.

(a) When a reference is made in this Agreement to a subsidiary of a person, the term "**subsidiary**" means any corporation, partnership, joint venture, limited liability company or other entity (x) of which such person or a subsidiary of such person is a general partner or (y) of which a majority of the voting securities or other voting interests, or a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or persons performing similar functions with respect to such entity, is directly or indirectly owned by such person and/or one or more subsidiaries thereof; provided that no Fund shall be a subsidiary for purposes of this Agreement.

(b) The term "**Fund**" means any investment vehicle managed by the Company or an Affiliate of the Company and created in the ordinary course of the Company's asset management business for the purpose of selling Equity Interests in such investment vehicle to third parties. "**Equity Interests**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any entity, and any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any such equity interest.

(c) The term "**Affiliate**" means, with respect to any person, any person directly or indirectly controlling, controlled by or under common control with, such other person. For purposes of this definition, "**control**" (including, with correlative meanings, the terms "**controlled by**" and "**under common control with**") when used with respect to any person, means the possession, directly or indirectly, of the power to cause the direction of management and/or policies of such person, whether through the ownership of voting securities by contract or otherwise.

It is understood and agreed that the obligations of the Company under this Agreement shall in no event be deemed to extend to or apply to any Fund or any entity controlled by any Fund.

2.7 *Severability*. (a) The parties intend for the Recapitalization to constitute a single, integrated, non-severable transaction.

(b) Subject to Section 2.7(a), if any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be

invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the Recapitalization is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Recapitalization be consummated as originally contemplated to the fullest extent possible.

2.8 *No Third Party Beneficiaries*. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity other than the Company and the Investor any benefit, right or remedies, except that the provisions of Section 1.1 shall inure to the benefit of the persons referred to in that Section.

2.9 Whenever the Investor owns fewer than 33,100,759 shares of Common Stock (as appropriately adjusted for any stock splits, reverse stock splits, dividends on the Common Stock paid in the form of shares of Common Stock or similar transactions, in each case that occur after the closing of the Recapitalization), the Company shall have the right, on written notice to the Investor, to require the Investor, at the Investor's election, either (i) to sell all of its remaining Registrable Securities within 60 days of its receipt of such notice in any manner permitted by this Agreement or (ii) to sell all of its remaining Registrable Securities (other than the Warrants) to the Company (the "**Company Sale Election**") in the manner set forth below. If the Investor makes the Company Sale Election, it shall, by notice to the Company, designate a Trading Day within 60 days of its receipt of the Company's notice as the pricing date for the sale to the Company of all of its remaining Registrable Securities (other than the Warrants) (the "**Pricing Date**"), which designation may occur after the close of business on such Trading Day. The sale of the Investor's remaining Registrable Securities (other than the Warrants) shall occur three business days after the Pricing Date at a price per share equal to the greater of (A) the average of the VWAP of the Common Stock for the period of 20 consecutive Trading Days ending on and including the Pricing Date and (B) the Closing Price of the Common Stock on the Pricing Date. If within 60 days of its receipt of the Company's notice, the Investor has not sold all its Registrable Securities pursuant to this Agreement and has not designated the Pricing Date, the Investor shall be deemed to have made the Company Sale Election and the Pricing Date shall be the first Trading Day after the end of such 60-day period. The expenses incurred by the Investor in connection with any Company Sale Election shall be borne by the Company.

For the purposes of this Section 2.9:

"**Closing Price**" per share of Common Stock at any date means the last reported sales price or, if no such reported sale takes place on such date, the average of the reported closing bid and asked prices on the New York Stock Exchange or, if the Common Stock is not listed or admitted to trading on the New York Stock Exchange, the principal national securities exchange or quotation system on which the Common Stock is quoted or listed or admitted to trading or, if not quoted or listed or admitted to trading on any national securities exchange or quotation system, the closing sales price or, if no reported sale takes place, the average of the closing bid and asked prices, as furnished by any two members of the Financial Industry Regulatory

Authority selected by the Investor for that purpose. For purposes of determining the Closing Price, extended or after hours trading shall not be taken into account.

"**Market Disruption Event**" means (i) a failure by the primary U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading to open for trading during its regular trading session or (ii) the occurrence or existence prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Common Stock or in any options, contract or future contacts relating to the Common Stock.

"**Scheduled Trading Day**" means a day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading. If the Common Stock is not so listed or admitted for trading, "Scheduled Trading Day" means a business day.

"**Trading Day**" means a day on which (i) there is no Market Disruption Event and (ii) the Common Stock trades regular way on The New York Stock Exchange or, if the Common Stock is not then listed on The New York Stock Exchange, on the principal other U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then listed or admitted for trading. If the Common Stock is not so listed or admitted for trading, "Trading Day" means a business day.

"**VWAP**" per share of the Common Stock on any Trading Day means the per share volume weighted average price as displayed on Bloomberg (or any successor service) page AIG US <Equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m., New York City time, on the relevant Trading Day; or, if such volume weighted average price is unavailable, VWAP means the market value per share of Common Stock on such Trading Day as determined by a nationally recognized independent investment banking firm retained for this purpose by the Investor.

[Signature Page Follows]

In witness whereof, this Registration Rights Agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date written below.

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Executive Vice President,
Treasury and Capital Markets

[Signature Page to Registration Rights Agreement]

UNITED STATES DEPARTMENT OF THE TREASURY

By: /s/ Timothy G. Massad
Name: Timothy G. Massad
Title: Acting Assistant Secretary for Financial Stability

Date: January 14, 2011

[Signature Page to Registration Rights Agreement]

Exhibit 99.5

AGREEMENT TO AMEND WARRANTS

dated as of January 14, 2011

WHEREAS, American International Group, Inc. (the "**Company**"), ALICO Holdings LLC, AIA Aurora LLC, the Federal Reserve Bank of New York, the United States Department of the Treasury (the "**Investor**") and the AIG Credit Facility Trust (collectively, the "**parties**") mutually agreed to effect a series of integrated transactions as described in the Master Transaction Agreement dated as of December 8, 2010 (the "**Transaction Agreement**") among the parties and in the other Transaction Documents;

WHEREAS, the Company issued warrants (the "**Warrants**") to purchase shares of its common stock, $2.50 par value per share, to the Investor on November 25, 2008 and April 17, 2009; and

WHEREAS, as part of the Recapitalization, the Company has requested that the Investor, as the sole holder of the Warrants, make certain changes to the Warrants, and the Investor has agreed to amend the Warrants to effect such changes as set forth below;

NOW, THEREFORE, for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. *Defined Terms.* Capitalized terms used but not defined herein shall have the meaning assigned to them in the Transaction Agreement.

Section 2. *Amendment.* Section 13 of each of the Warrants is hereby amended to add the following paragraph as clause (N), in case of the Warrant dated November 25, 2008, and clause (M), in case of the Warrant dated April 17, 2009:

"No Adjustment as a Result of Recapitalization. Notwithstanding anything in this Warrant to the contrary, the Warrantholder hereby acknowledges and agrees that no adjustment to the Exercise Price or to the number of Shares issuable upon exercise of this Warrant shall be deemed to occur as a result of the Recapitalization (as defined in the Master Transaction Agreement dated as of December 8, 2010 among the Company, ALICO Holdings LLC, AIA Aurora LLC, the Federal Reserve Bank of New York, the United States Department of the Treasury and the AIG Credit Facility Trust)."

Section 3. *Condition to Effectiveness*. The amendment to the Warrants set forth in Section 2 shall become effective on the closing of the Recapitalization.

Section 4. *Governing Law*. Section 12.07 of the Transaction Agreement is hereby incorporated by reference herein.

Section 5. *Counterparts*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery by telecopier of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

UNITED STATES DEPARTMENT OF THE TREASURY

By: /s/ Timothy G. Massad
Name: Timothy G. Massad
Title: Acting Assistant Secretary
for Financial Stability

[Signature Page to Agreement to Amend Warrants]

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Executive Vice President,
Treasury and Capital Markets

[Signature Page to Agreement to Amend Warrants]