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As filed with the Securities and Exchange Commission on August 2, 2012

Registration No. 333-

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

American International Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

6331

(Primary Standard Industrial Classification Code Number)

13-2592361

(IRS Employer Identification Number)

180 Maiden Lane
New York, New York 10038
(212) 770-7000

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Jeffrey A. Welikson, Esq.
Vice President, Corporate Secretary and Deputy General Counsel
American International Group, Inc.
180 Maiden Lane
New York, New York 10038
(212) 770-7000

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

Copies To:

Robert W. Reeder III, Esq.
Glen T. Schleyer, Esq.
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
(212) 558-4000

Approximate date of commencement of proposed sale to the public:

As soon as practicable after the effective date of this registration statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

(Do not check if a smaller reporting company)

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF THE REGISTRATION FEE

Title of class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit	Proposed maximum aggregate offering price (1)	Amount of registration fee (2)
6.820% Dollar Notes due November 15, 2037	$256,161,000	100%	$256,161,000	$ 29,356.05
6.797% Euro Notes due November 15, 2017	€420,975,000	100%	€420,975,000	$ 59,414.57
6.765% Sterling Notes due November 15, 2017	£662,222,000	100%	£662,222,000	$118,905.46

(1) Estimated in accordance with Rule 457(f) under the Securities Act of 1933, as amended, solely for purposes of calculating the registration fee.

(2) The amount of registration fees for securities denominated in euros and pounds sterling was calculated on the basis of the most recently available market exchange rate of €1.00 = $1.23155 and £1.00 = $1.56680, respectively, on July 31, 2012.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST 2, 2012

American International Group, Inc.

Offer to Exchange up to

$256,161,000 Registered 6.820% Dollar Notes due November 15, 2037 For Any and All Outstanding 6.820% Dollar Notes due November 15, 2037

€420,975,000 Registered 6.797% Euro Notes due November 15, 2017 For Any and All Outstanding 6.797% Euro Notes due November 15, 2017

£662,222,000 Registered 6.765% Sterling Notes due November 15, 2017 For Any and All Outstanding 6.765% Sterling Notes due November 15, 2017

THIS EXCHANGE OFFER WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON , 2012, UNLESS EXTENDED BY US

We are offering to exchange (the "exchange offer") up to $256,161,000 aggregate principal amount of our registered 6.820% Dollar Notes due November 15, 2037 (the "New Dollar Notes") for an equivalent principal amount of our outstanding, unregistered 6.820% Dollar Notes due November 15, 2037 (the "Old Dollar Notes") that you now hold, €420,975,000 aggregate principal amount of our registered 6.797% Euro Notes due November 15, 2017 (the "New Euro Notes") for an equivalent principal amount of our outstanding, unregistered 6.797% Euro Notes due November 15, 2017 (the "Old Euro Notes") that you now hold, and £662,222,000 aggregate principal amount of our registered 6.765% Sterling Notes due November 15, 2017 (the "New Sterling Notes") for an equivalent principal amount of our outstanding, unregistered 6.765% Sterling Notes due November 15, 2017 (the "Old Sterling Notes") that you now hold. We refer to the New Dollar Notes, New Euro Notes and New Sterling Notes collectively as the "New Notes" and refer to the Old Dollar Notes, Old Euro Notes and Old Sterling Notes collectively as the "Old Notes."

The terms of the New Dollar Notes, New Euro Notes and New Sterling Notes are substantially identical to the terms of the Old Dollar Notes, Old Euro Notes and Old Sterling Notes, respectively, except that the New Notes have been registered under the Securities Act of 1933 (the "Securities Act"), and the transfer restrictions, registration rights and additional interest provisions currently applicable to the Old Notes do not apply to the New Notes. For a more detailed description of the New Notes, see "Description of the Notes" beginning on page 24.

AIG intends to apply to the Irish Stock Exchange Limited (the "ISE") for the New Euro Notes and the New Sterling Notes to be admitted to the Official List and traded on its regulated market, as the Old Euro Notes and Old Sterling Notes are. We do not intend to list the New Dollar Notes on any securities exchange or automated quotation system.

Investing in the New Notes involves certain risks. See "Risk Factors" referred to on page 8 of this prospectus, Item 1A. of Part II of AIG's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012 and Item 1A. of Part I of AIG's Annual Report on Form 10-K (as amended) for the fiscal year ended December 31, 2011 to read about certain factors you should consider before acquiring any New Notes.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES, OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is , 2012

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Unless otherwise mentioned or unless the context requires otherwise, all references in this prospectus to the “Company”, “AIG”, “we”, “our”, “us” and similar references mean American International Group, Inc. and its subsidiaries.

We are incorporating by reference into this document important business and financial information that is not included in or delivered with this document. This information is available without charge to you upon written or oral request. Requests should be directed to AIG’s Investor Relations Department, 180 Maiden Lane, New York, New York 10038, telephone 212-770-6293. In order to obtain timely delivery, requests must be made no later than five business days before the expiration date. See “Where You Can Find More Information” for further information.

AIG is responsible only for the information contained in this prospectus, any related free writing prospectus issued or authorized by AIG and the documents incorporated by reference in this prospectus. AIG has not authorized anyone to provide you with any other information, and AIG takes no responsibility for any other information that others may give you. AIG is offering to exchange only the 6.820% Dollar Notes due November 15, 2037, 6.797% Euro Notes due November 15, 2017 and 6.765% Sterling Notes due November 15, 2017 and only under the circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus and in the documents incorporated herein by reference is accurate only as of the date on the front cover of those documents, regardless of the time of those documents or any sale of the securities.

CAUTIONARY STATEMENT REGARDING PROJECTIONS AND OTHER INFORMATION ABOUT FUTURE EVENTS

This prospectus and other publicly available documents, including the documents incorporated herein by reference, may include, and AIG's officers and representatives may from time to time make, projections, goals, assumptions and statements regarding financial information and statements concerning future economic performance and events, plans and objectives relating to asset dispositions, liquidity, collateral posting requirements, management, operations, products and services, and assumptions underlying these projections and statements. These projections, goals, assumptions and statements are not historical facts but instead represent only AIG's belief regarding future events, many of which, by their nature, are inherently uncertain and outside AIG's control. These projections, goals, assumptions and statements may address, among other things:

- the timing of the disposition of the ownership position of the United States Department of the Treasury ("Treasury") in AIG;
- the monetization of AIG's interests in International Lease Finance Corporation ("ILFC");
- AIG's exposures to subprime mortgages, monoline insurers, the residential and commercial real estate markets, state and municipal bond issuers and sovereign bond issuers;
- AIG's exposure to European governments and European financial institutions;
- AIG's strategy for risk management;
- AIG's ability to retain and motivate its employees;
- AIG's generation of deployable capital;
- AIG's return on equity and earnings per share long-term aspirational goals;
- AIG's strategies to grow net investment income, efficiently manage capital and reduce expenses;
- AIG's strategies for customer retention, growth, product development, market position, financial results and reserves; and
- the revenues and combined ratios of AIG's subsidiaries.

It is possible that AIG's actual results and financial condition will differ, possibly materially, from the results and financial condition indicated in these projections, goals, assumptions and statements. Factors that could cause AIG's actual results to differ, possibly materially, from those in the specific projections, goals, assumptions and statements include:

- actions by credit rating agencies;
- changes in market conditions;
- the occurrence of catastrophic events;
- significant legal proceedings;

- the timing of, and the applicable requirements of, any new regulatory framework to which AIG becomes subject;
- concentrations in AIG's investment portfolios, including its municipal bond portfolio;
- judgments concerning casualty insurance underwriting and reserves;
- judgments concerning the recognition of deferred tax assets;
- judgments concerning deferred policy acquisition costs recoverability;
- judgments concerning the recoverability of aircraft values in ILFC's fleet; and
- such other factors as are discussed throughout Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") and in Part II, Item 1A. Risk Factors of AIG's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012 and discussed throughout Part II, Item 7. MD&A and in Part I, Item 1A. Risk Factors of AIG's Annual Report on Form 10-K for the year ended December 31, 2011, as amended by Amendment No. 1 and Amendment No. 2 on Form 10-K/A filed on February 27, 2012 and March 30, 2012, respectively (collectively, the "Annual Report on Form 10-K"), and discussed throughout Exhibit 99.2, MD&A of AIG's Current Report on Form 8-K dated May 4, 2012.

AIG is not under any obligation (and expressly disclaims any obligation) to update or alter any projections, goals, assumptions or other statements, whether written or oral, that may be made from time to time, whether as a result of new information, future events or otherwise.

WHERE YOU CAN FIND MORE INFORMATION

AIG is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and files with the Securities and Exchange Commission (the "SEC") proxy statements, Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as required of a U.S. publicly listed company. You may read and copy any document AIG files at the SEC's public reference room in Washington, D.C. at 100 F Street, NE, Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. AIG's SEC filings are also available to the public through:

- The SEC's website at *www.sec.gov*; and
- The New York Stock Exchange, 20 Broad Street, New York, New York 10005.

AIG's common stock is listed on the New York Stock Exchange and trades under the symbol "AIG."

AIG has filed with the SEC a registration statement on Form S-4 relating to the exchange of Old Notes for New Notes. This prospectus is part of the registration statement and does not contain all the information in the registration statement. Whenever a reference is made in this prospectus to a contract or other document, please be aware that the reference is not necessarily complete and that you should refer to the exhibits that are part of the registration statement for a copy of the contract or other document. You may review a copy of the registration statement at the SEC's public reference room in Washington, D.C. as well as through the SEC's internet site noted above.

The SEC allows AIG to "incorporate by reference" the information AIG files with the SEC (other than information that is deemed "furnished" to the SEC) which means that AIG can disclose important information to you by referring to those documents, and later information that AIG files with the SEC will automatically update

and supersede that information as well as the information contained in this prospectus. AIG incorporates by reference the documents listed below and any filings made with the SEC under Section 13(a), 13(c), 14, or 15(d) of the Exchange Act after the time of initial filing of the registration statement (or post-effective amendment) and before effectiveness of the registration statement (or post-effective amendment), and after the date of this prospectus and until the exchange offer is completed (except for information in these documents or filings that is deemed "furnished" to the SEC):

(1) Annual Report on Form 10-K for the year ended December 31, 2011 filed on February 23, 2012, Amendment No. 1 on Form 10-K/A filed on February 27, 2012 and Amendment No. 2 on Form 10-K/A filed on March 30, 2012.

(2) The Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2012, filed on May 3, 2012 and the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012, filed on August 2, 2012.

(3) The definitive proxy statement on Schedule 14A filed on April 5, 2012, and the definitive additional materials on Schedule 14A filed on May 10, 2012.

(4) Current Reports on Form 8-K, filed on January 11, 2012, February 23, 2012, March 5, 2012, March 6, 2012, March 8, 2012, March 13, 2012, March 13, 2012, March 22, 2012, March 22, 2012, April 10, 2012, May 3, 2012, May 4, 2012, May 10, 2012, May 10, 2012, May 16, 2012, May 24, 2012, June 21, 2012, June 29, 2012, July 11, 2012 and August 2, 2012.

AIG will provide without charge to each person, including any beneficial owner, to whom this prospectus is delivered, upon his or her written or oral request, a copy of any or all of the reports or documents referred to above that have been incorporated by reference into this prospectus excluding exhibits to those documents unless they are specifically incorporated by reference into those documents. You can request those documents from AIG's Investor Relations Department, 180 Maiden Lane, New York, New York 10038, telephone (212) 770-6293, or you may obtain them from AIG's corporate website at *www.aig.com*. Except for the documents specifically incorporated by reference into this prospectus, information contained on AIG's website or that can be accessed through its website does not constitute a part of this prospectus. AIG has included its website address only as an inactive textual reference and does not intend it to be an active link to its website.

In order to ensure timely delivery of the requested documents, requests should be made no later than , 2012. In the event that we extend the exchange offer, you must submit your request at least five business days before the expiration date, as extended.

PROSPECTUS SUMMARY

The following summary highlights selected information from this prospectus and does not contain all of the information that you should consider before participating in this exchange offer. You should read the entire prospectus, the accompanying letter of transmittal and the documents incorporated by reference carefully.

American International Group, Inc.

AIG, a Delaware corporation, is a leading international insurance organization serving customers in more than 130 countries. AIG companies serve commercial, institutional and individual customers through one of the most extensive worldwide property-casualty networks of any insurer. In addition, AIG companies are leading providers of life insurance and retirement services in the United States. AIG's principal executive offices are located at 180 Maiden Lane, New York, New York 10038, and its main telephone number is (212) 770-7000. AIG's internet address for its corporate website is *www.aig.com*. Except for the documents referred to under "Where You Can Find More Information" in this prospectus which are specifically incorporated by reference into this prospectus, information contained on AIG's website or that can be accessed through its website is not incorporated into and does not constitute a part of this prospectus. AIG has included its website address only as an inactive textual reference and does not intend it to be an active link to its website.

The Exchange Offer

The Exchange Offer	AIG is offering to exchange up to $256,161,000 aggregate principal amount of its registered New Dollar Notes for an equivalent principal amount of its outstanding, unregistered Old Dollar Notes, €420,975,000 aggregate principal amount of its registered New Euro Notes for an equivalent principal amount of its outstanding, unregistered Old Euro Notes and £662,222,000 aggregate principal amount of its registered New Sterling Notes for an equivalent principal amount of its outstanding, unregistered Old Sterling Notes. The New Notes have been registered under the Securities Act. You may tender the Old Dollar Notes only in minimum denominations of $150,000 and integral multiples of $1,000 in excess thereof, the Old Euro Notes only in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof and the Old Sterling Notes in minimum denominations of £100,000 and integral multiples of £1,000 in excess thereof (collectively, "Authorized Denominations"). AIG will exchange all Old Notes validly offered for exchange and not validly withdrawn. The Old Notes were issued on November 15, 2011 in a private offering. As of the date of this prospectus, there are $256,161,000 aggregate principal amount of Old Dollar Notes, €420,975,000 aggregate principal amount of Old Euro Notes and £662,222,000 aggregate principal amount of Old Sterling Notes outstanding. You should read the discussion under the heading "The Exchange Offer" below for further information about the exchange offer and resale of the New Notes.

	AIG has filed a registration statement to register the New Notes under the Securities Act. AIG will not accept for exchange any Old Notes until the registration statement has become effective under the Securities Act.
Expiration Date	11:59 p.m., New York City time, on , 2012, unless AIG extends the exchange offer.
Resale of New Notes	Based on interpretive no-action letters of the SEC staff to third parties, AIG believes that you may offer for resale, resell and otherwise transfer the New Notes issued pursuant to the exchange offer in exchange for the Old Notes without compliance with the registration and prospectus delivery provisions of the Securities Act, if you: • are not a broker-dealer that acquired the Old Notes directly from AIG or in market-making transactions or other trading activities; • acquire the New Notes in the ordinary course of your business; • are not participating, have no intention to participate and do not have an arrangement or understanding with any person to participate in the distribution of the New Notes; and • are not AIG's "affiliate" as defined in Rule 405 under the Securities Act. By tendering your Old Notes as described in the "The Exchange Offer — Procedures for Tendering Old Notes Held through DTC" and "The Exchange Offer — Procedures for Tendering Old Notes Held through Euroclear or Clearstream," you will be making a representation to this effect. If you fail to satisfy any of these conditions, you cannot rely on the position of the SEC set forth in the no-action letters referred to above and you must comply with all applicable registration and prospectus delivery requirements of the Securities Act in connection with a resale of the New Notes.
Restrictions on Sale of New Notes by Broker-Dealers	Broker-dealers that acquired the Old Notes directly from AIG, but not as a result of market-making activities or other trading activities, must comply with all applicable registration and prospectus delivery requirements of the Securities Act in connection with a resale of the New Notes. Each broker-dealer that receives New Notes for its own account pursuant to the exchange offer in exchange for Old Notes that it acquired as a result of market-making or other trading activities must comply with all applicable prospectus delivery obligations in connection with any resale of the New Notes and provide AIG with a signed acknowledgment of compliance. By so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

	This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with a resale of New Notes received in exchange for the outstanding Old Notes where such outstanding Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed, in the exchange offer and registration rights agreement dated November 15, 2011 and entered into in connection with the initial issuance of the Old Notes (the "Registration Rights Agreement"), to promptly provide such number of copies of the prospectus to each such broker-dealer as such broker-dealer reasonably may request in the letter of transmittal accompanying this prospectus for a period of up to 30 days after the completion of the exchange offer.
Registration Rights	Pursuant to Registration Rights Agreement, you have the right to exchange outstanding Old Notes that you now hold for New Notes. We intend to satisfy this registration right by this exchange offer. The New Notes will have substantially identical terms to the outstanding Old Notes, except the New Notes will be registered under the Securities Act and will not have registration rights or the related additional interest provisions. After the exchange offer is completed, you will no longer be entitled to any exchange or registration rights with respect to your outstanding Old Notes.
Consequences If You Do Not Exchange Your Old Notes	Old Notes that are not tendered in the exchange offer or are not accepted for exchange will remain outstanding and continue to bear legends restricting their transfer. You will not be able to offer or sell the Old Notes unless: • an exemption from the requirements of the Securities Act is available to you; or • you sell the Old Notes outside the United States to non-U.S. persons in accordance with Regulation S under the Securities Act. In addition, as described above in "Registration Rights," you will no longer be entitled to any exchange or registration rights with respect to your outstanding Old Notes.
Conditions to the Exchange Offer	The exchange offer is subject to certain conditions, which AIG may waive, as described below under "The Exchange Offer — Conditions to the Exchange Offer." These conditions include, among others, that there has not been any change or development that in AIG's reasonable judgment materially reduces the anticipated benefits to AIG of the exchange offer or that has had, or could reasonably be expected to have, a material adverse effect on AIG, AIG's businesses, condition (financial or otherwise) or prospects.
Procedures for Tendering Old Notes	The procedures for tendering Old Notes are as described below under "The Exchange Offer — Procedures for Tendering Old Notes Held through DTC" and "The Exchange Offer — Procedures for Tendering Old Notes Held through Euroclear or Clearstream."

Withdrawal Rights	You may withdraw your tender of Old Notes any time before the exchange offer expires. You may also withdraw tenders of any Old Notes that have not yet been accepted for exchange after the expiration of 40 business days from the commencement of the exchange offer.
Tax Consequences	The exchange pursuant to the exchange offer generally will not be a taxable event for U.S. federal income tax purposes. See "Material United States Federal Income Tax Considerations."
Use of Proceeds	AIG will not receive any proceeds from the exchange or the issuance of New Notes in connection with the exchange offer.
Exchange Agent	Global Bondholder Services Corporation is serving as exchange agent in connection with the exchange offer for the Old Dollar Notes, Old Euro Notes and Old Sterling Notes. The address and telephone number of the exchange agent is set forth under "The Exchange Offer — Exchange Agent."
	The New Notes
Issuer	AIG
The New Notes Offered	$256,161,000 aggregate principal amount of 6.820% Dollar Notes due November 15, 2037 €420,975,000 aggregate principal amount of 6.797% Euro Notes due November 15, 2017 £662,222,000 aggregate principal amount of 6.765% Sterling Notes due November 15, 2017 The form and terms of the New Notes of each series are identical in all material respects to the form and terms of the Old Notes of the same series, except that: • the New Notes will be registered under the Securities Act and therefore will not be subject to the restrictions on transfer that apply to the Old Notes, and the global securities representing the New Notes will not bear transfer restriction legends; • the New Notes will not be subject to the registration rights relating to the Old Notes and will not contain provisions for payment of additional interest in case of non-registration; and • the New Notes will bear different CUSIP and ISIN numbers than the Old Notes of the same series. Both the Old Dollar Notes and New Dollar Notes are governed by the Indenture, dated as of October 12, 2006, between AIG and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by

	the Fourth Supplemental Indenture, dated as of April 18, 2007, and the Eighth Supplemental Indenture, dated as of December 3, 2010 (as so supplemented, the "Base Indenture"), and the Thirteenth Supplemental Indenture, dated as of November 15, 2011 (the Base Indenture so supplemented by the Thirteenth Supplemental Indenture, the "Dollar Notes Indenture"). Both the Old Euro Notes and the New Euro Notes are governed by the Base Indenture as supplemented by the Fourteenth Supplemental Indenture, dated November 15, 2011 (as so supplemented, the "Euro Notes Indenture"). Both the Old Sterling Notes and the New Sterling Notes are governed by the Base Indenture as supplemented by the Fifteenth Supplemental Indenture, dated November 15, 2011 (as so supplemented, the "Sterling Notes Indenture"). We refer to the Dollar Notes Indenture, the Euro Notes Indenture and the Sterling Notes Indenture collectively as the "Indenture."
Maturity Date	The New Dollar Notes will mature on November 15, 2037. The New Euro Notes will mature on November 15, 2017. The New Sterling Notes will mature on November 15, 2017.
Interest Rate	The interest rate of the New Dollar Notes is 6.820% per annum, the interest rate of the New Euro Notes is 6.797% per annum and the interest rate of the New Sterling Notes is 6.765% per annum.
Interest Payment Dates and Interest Accrual	Interest on the New Dollar Notes and New Sterling Notes will be payable semiannually in arrears on May 15 and November 15 of each year, commencing on November 15, 2012. The New Dollar Notes and New Sterling Notes will accrue interest from May 15, 2012, the last interest payment date on which interest was paid on the Old Dollar Notes and the Old Sterling Notes. Interest on the New Euro Notes will be payable annually in arrears on November 15 of each year, commencing on November 15, 2012. The New Euro Notes will accrue interest from November 15, 2011, the original issue date of the Old Euro Notes since no interest has been paid on the Old Euro Notes.
Form and Denomination	We will issue the New Dollar Notes in minimum denominations of $150,000 and integral multiples of $1,000 in excess thereof, the New Euro Notes in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof and the New Sterling Notes in minimum denominations of £100,000 and integral multiples of £1,000 in excess thereof.

Ranking	The New Notes will be our senior unsecured obligations and will rank equally with all of our existing and future senior unsecured indebtedness. The New Notes will rank senior to any existing and future subordinated indebtedness that we may incur.
Optional Redemption	We may redeem the New Notes of any series, in whole or in part, at any time at our option prior to maturity at a price equal to the greater of (i) the principal amount thereof and (ii) the sum of the present values of the remaining scheduled payments of principal and interest in respect of the New Notes of such series to be redeemed discounted to the date of redemption as described on page 26 under "Description of the Notes — Optional Redemption," plus, in each case, accrued and unpaid interest to but excluding the date of the redemption. In addition, we may redeem any series of New Euro Notes or New Sterling Notes, in whole but not in part, at any time if we become obligated to pay Additional Amounts (as defined herein), as described below, to non-U.S. persons, at their principal amount plus accrued and unpaid interest through the date of redemption.
Limitation on Liens Covenant	The terms of each series of New Notes and the Indenture governing such series of New Notes limit our ability and the ability of certain of our subsidiaries to incur certain liens without equally and ratably securing such series of New Notes. See "Description of the Notes — Limitation on Liens Covenant" for a further discussion. Other than this covenant, the terms of the New Notes will contain limited protections for holders of the New Notes. In particular, the New Notes will not place any restrictions on our or our subsidiaries' ability to: • engage in a change of control transaction; • subject to the covenant discussed under "Description of the Notes — Limitation on Liens Covenant," issue secured debt or secure existing unsecured debt; • issue debt securities or otherwise incur additional unsecured indebtedness or other obligations; • purchase or redeem or make any payments in respect of capital stock or other securities ranking junior in right of payment to the New Notes; • sell assets; or • enter into transactions with related parties.
Additional Amounts	Subject to the exceptions and limitations described under "Description of the Notes — Additional Amounts," we will pay additional amounts ("Additional Amounts") on New Euro Notes and

	New Sterling Notes with respect to any beneficial owner that is a non-U.S. person (as defined under "Description of the Notes — Additional Amounts") to ensure that each net payment to such non-U.S. person on New Euro Notes or New Sterling Notes that it beneficially owns will not be less, due to the payment of U.S. withholding tax as a result of any change in law that becomes effective after the date hereof, than the amount then otherwise due and payable. For this purpose, a "net payment" on a New Euro Note or New Sterling Note means a payment by us or any paying agent, including payment of principal and interest, after a deduction for any present or future tax, assessment, or other governmental charge on the Additional Amounts. Additional Amounts will constitute interest on any series of New Euro Notes or New Sterling Notes. In addition, if we become obligated to pay Additional Amounts, we may redeem such series of New Euro Notes and New Sterling Notes in whole at any time upon the terms described herein.
Further Issuances	We may create and issue further notes ranking equally and ratably with any series of New Notes in all respects, on the same terms and conditions (except that the issue price and issue date may vary), so that such further notes will constitute and form a single series with such respective series of New Notes being offered by this exchange offer.
Proposed Listing of the New Euro Notes and the New Sterling Notes; No Listing of the New Dollar Notes	As with the Old Euro Notes and Old Sterling Notes, AIG intends to apply to the ISE for the New Euro Notes and the New Sterling Notes to be admitted to the Official List and traded on its regulated market. There can be no assurance that the New Euro Notes and New Sterling Notes will be admitted for trading. We do not intend to list the New Dollar Notes on any securities exchange or automated quotation system.
Absence of a Public Market	All series of New Notes are new issues of securities and there is currently no established market for them. Accordingly, a market for the New Notes may not develop or, if a market does develop, it may not provide adequate liquidity.
Trustee	The Bank of New York Mellon
Governing Law	The Indenture under which the New Notes are being issued and the New Notes will be governed by the laws of the State of New York.
Risk Factors	Exchanging Old Notes for New Notes involves risks. You should consider carefully all of the information in this prospectus and the documents incorporated by reference and referred to herein. In particular, you should consider carefully the specific risk factors described in "Risk Factors" beginning on page 8 of this prospectus, in Part II, Item 1A. of the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012 and in Part I, Item 1A. of the Annual Report on Form 10-K before acquiring any New Notes.

RISK FACTORS

Before tendering Old Notes in the exchange offer, you should consider carefully each of the following risk factors, as well as the risk factors set forth in Part II, Item 1A. in the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012 and in Part I, Item 1A. in the Annual Report on Form 10-K, as well as other information included, or incorporated by reference, in this prospectus (see "Where You Can Find More Information" in this prospectus). Events relating to any of the following risks, or other risks and uncertainties referenced in the documents incorporated by reference herein, could seriously harm our business, financial condition and results of operations. In such a case, the trading value of the New Notes could decline, or we may be unable to meet our obligations under the New Notes, which in turn could cause you to lose all or part of your investment.

RISKS RELATED TO THE EXCHANGE OFFER

If you fail to exchange the Old Notes, they will remain subject to transfer restrictions, and it may be harder for you to resell and transfer your Old Notes.

The Old Notes were not, and will not be, registered under the Securities Act or under the securities laws of any state. Any Old Notes that remain outstanding after this exchange offer will continue to be subject to restrictions on their transfer. If you do not exchange your Old Notes for New Notes by this exchange offer, or if you do not properly tender your Old Notes in this exchange offer, you will not be able to resell, offer to resell or otherwise transfer your Old Notes unless they are registered under the Securities Act or unless you resell them, offer to resell or otherwise transfer them under an exemption from the registration requirements of, or in a transaction not subject to, the Securities Act. After this exchange offer, holders of Old Notes will not have any further rights to have their Old Notes exchanged for New Notes registered under the Securities Act and will not have any right to additional interest in the case of non-registration.

Late deliveries of Old Notes and other required documents could prevent a holder from exchanging its Old Notes.

Holders are responsible for complying with all exchange offer procedures. The issuance of New Notes in exchange for Old Notes will only occur upon completion of the procedures described in this prospectus under "The Exchange Offer." Therefore, holders of Old Notes who wish to exchange them for New Notes should allow sufficient time for timely completion of the exchange procedure. Neither we nor the exchange agent are obligated to extend the offer or notify you of any failure to follow the proper procedure.

If you hold your Old Notes through a broker, dealer, commercial bank, trust company or other nominee, you should keep in mind that such entity may require you to take action with respect to the exchange offer a number of days before the expiration date in order for such entity to tender Old Notes on your behalf at or prior to the expiration date.

If you are a broker-dealer, your ability to transfer the New Notes may be restricted.

Broker-dealers that acquired the Old Notes directly from AIG, but not as a result of market-making activities or other trading activities, must comply with all applicable registration and prospectus delivery requirements of the Securities Act in connection with a resale of the New Notes.

Each broker-dealer that receives New Notes for its own account pursuant to the exchange offer in exchange for Old Notes that it acquired as a result of market-making or other trading activities must comply with its prospectus delivery obligations in connection with any resale of the New Notes. Our obligation to make this prospectus available to broker-dealers is limited. Consequently, we cannot guarantee that a proper prospectus will be available to broker-dealers wishing to resell their New Notes.

The consummation of the exchange offer may be delayed or may not occur.

Consummation of the exchange offer is subject to the satisfaction of certain conditions, including that there has not been any change or development that in our reasonable judgment materially reduces the anticipated benefits to us of the exchange offer or that has had, or could reasonably be expected to have, a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects. Even if the exchange offer is completed, it may not be completed on the schedule or on the terms and conditions described in this prospectus. Accordingly, holders participating in the exchange offer may have to wait longer than expected to receive their New Notes, during which time those holders of Old Notes will not be able to effect transfers of their Old Notes validly tendered and not validly withdrawn in the exchange offer.

Holders who fail to exchange their Old Notes may have reduced liquidity after the exchange offer.

As the Old Notes of any series that are tendered and accepted in the exchange offer will be cancelled, the principal amount of remaining Old Notes of that series will decrease. This decrease could reduce the liquidity of the trading market for the Old Notes of that series. We cannot assure you of the liquidity, or even the continuation, of any trading market for the Old Notes following the completion of the exchange offer. In particular, the Old Euro Notes and the Old Sterling Notes are currently listed on the ISE. The exchange offer may result in the delisting of one or both of these series if the amount of each series that remains outstanding following the exchange offer does not satisfy the minimum listing standards of the ISE.

We may repurchase any Old Notes that are not tendered in the exchange offer on terms that are more favorable to the holders of the Old Notes than the terms of the exchange offer.

Although we do not currently intend to do so, we may, to the extent permitted by applicable law and terms of the Old Notes, after the expiration date of the exchange offer, purchase Old Notes in the open market, in privately negotiated transactions, through subsequent tender or exchange offers or otherwise. Any other purchases may be made on the same terms or on terms that are more or less favorable to holders than the terms of this exchange offer.

Following the exchange offer, any decisions by AIG as to whether to redeem or repurchase any remaining Old Notes will be made on an economic basis and in a manner that complies with the terms of such Old Notes.

RISKS RELATED TO THE NEW NOTES

There has not been, and there may not be, a public market for the New Notes and you may be unable to sell your New Notes at a price that you deem sufficient.

The New Notes are a new issuance by AIG and thus, prior to this exchange offer, there was no public market for the New Notes, and if an active trading market does not develop for the New Notes, you may not be able to resell them. We do not intend to apply to list the New Dollar Notes on any national securities exchange or any automated quotation system. The lack of a trading market could adversely affect your ability to sell the New Notes and the price at which you may be able to sell the New Notes.

Whether or not a trading market for the New Notes develops, we cannot provide any assurance about the market price of the New Notes. Several factors, many of which are beyond our control, might influence the market value of the New Notes, including:

- actions by Treasury;
- our creditworthiness and financial condition;
- actions by credit rating agencies;

- the market for similar securities;
- prevailing interest rates; and
- economic, financial, geopolitical, regulatory and judicial events that affect us, the industries and markets in which we are doing business, and the financial markets generally, such as adverse European economic and financial conditions related to sovereign debt issues in certain countries, and concerns regarding the European Union or geopolitical or military crises.

Financial market conditions and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future. Such fluctuations could have an adverse effect on the price of the New Notes.

There can be no assurance that the New Euro Notes or New Sterling Notes will be approved for listing.

While AIG intends to make application to the ISE for the New Euro Notes and the New Sterling Notes to be admitted to the Official List and traded on its regulated market, there can be no assurance that such application will be approved or that an active trading market will develop. If the New Euro Notes or the New Sterling Notes are not admitted or an active trading market does not develop, you may not be able to resell them.

USE OF PROCEEDS

We will not receive any proceeds from the exchange offer. In consideration for issuing the New Notes, we will receive Old Notes from you in the same principal amount. The Old Notes surrendered in exchange for the New Notes will be retired and canceled and cannot be reissued. Accordingly, issuance of the New Notes will not result in any change in our indebtedness.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the historical ratios of earnings to fixed charges of AIG and its subsidiaries for the periods indicated. For more information on our ratios of earnings to fixed charges, see the Annual Report on Form 10-K, Current Report on Form 8-K filed on May 4, 2012 and Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012, which are incorporated by reference into this prospectus as described under "Where You Can Find More Information."

Years Ended December 31, *(in millions, except ratios)*	**2011**	**2010**	**2009**	**2008**	**2007**
Ratio of earnings to fixed charges:					
Ratio	n/a	3.23	n/a	n/a	1.35
Coverage deficiency	$(2,836)	n/a	$(14,125)	$(103,249)	n/a
Ratio of earnings to fixed charges and preferred stock dividends:					
Ratio	n/a	3.23	n/a	n/a	1.35
Coverage deficiency	$(2,836)	n/a	$(15,329)	$(103,649)	n/a
Ratio of earnings to fixed charges, excluding interest credited to policy and contract holders:					
Ratio	n/a	3.65	n/a	n/a	3.22
Coverage deficiency	$(1,929)	n/a	$(12,913)	$(100,757)	n/a

Six Months Ended June 30, 2012 *(in millions, except ratios)*	
Ratio of earnings to fixed charges:	
Ratio	3.04
Coverage deficiency	n/a
Ratio of earnings to fixed charges, excluding interest credited to policy and contract holders:	
Ratio	3.71
Coverage deficiency	n/a

THE EXCHANGE OFFER

The following is a summary of the exchange offer and registration rights agreement and letter of transmittal. The exchange offer and registration rights agreement and the letter of transmittal contain the full legal text of the matters described in this section, and each is filed as an exhibit to the registration statement of which this prospectus is a part. You should refer to these documents for more information.

Purpose and Effect of Exchange Offer; Registration Rights

We are offering to exchange our registered 6.820% Dollar Notes due November 15, 2037 (the "New Dollar Notes") for our outstanding, unregistered 6.820% Dollar Notes due November 15, 2037 (the "Old Dollar Notes"), our registered 6.797% Euro Notes due November 15, 2017 (the "New Euro Notes") for our outstanding, unregistered 6.797% Euro Notes due November 15, 2017 (the "Old Euro Notes") and our registered 6.765% Sterling Notes due November 15, 2017 (the "New Sterling Notes") for our outstanding, unregistered 6.765% Sterling Notes due November 15, 2017 (the "Old Sterling Notes"). We refer to the New Dollar Notes, New Euro Notes and New Sterling Notes collectively as the "New Notes" and refer to the Old Dollar Notes, Old Euro Notes and Old Sterling Notes collectively as the "Old Notes." We refer to this exchange offer as the "exchange offer."

We will not accept for exchange any Old Notes until the registration statement registering the New Notes has become effective under the Securities Act.

On November 15, 2011, we issued $256,161,000 aggregate principal amount of the Old Dollar Notes in exchange for our Series A-1 and Series A-6 Junior Subordinated Debentures, €420,975,000 aggregate principal amount of the Old Euro Notes in exchange for our Series A-3 Junior Subordinated Debentures, and £662,222,000 aggregate principal amount of the Old Sterling Notes in exchange for our Series A-2 and Series A-8 Junior Subordinated Debentures (the "2011 exchange offer"). The Old Notes were issued only to (i) qualified institutional buyers in a private offering and (ii) non-U.S. persons in compliance with Regulation S under the Securities Act. In connection with the issuance of the Old Notes, we entered into an exchange offer and registration rights agreement, dated November 15, 2011 (the "Registration Rights Agreement"), with Barclays Capital Inc., Barclays Bank PLC, Deutsche Bank Securities Inc., Goldman, Sachs & Co., J.P. Morgan Securities LLC, J.P. Morgan Securities Ltd., RBC Capital Markets, LLC, Standard Chartered Bank, Wells Fargo Securities, LLC, CastleOak Securities, L.P., HSBC Securities (USA) Inc., ING Financial Markets LLC, Loop Capital Markets LLC, M.R. Beal & Company, nabSecurities, LLC, PNC Capital Markets LLC, Scotia Capital (USA) Inc., Scotiabank Europe plc, SMBC Nikko Capital Markets Limited and The Williams Capital Group, L.P., all of which were dealer managers of the 2011 exchange offer. The Registration Rights Agreement requires us, among other things:

- within 270 days after the issue date for the Old Notes, to file with the SEC an exchange offer registration statement under the Securities Act with respect to New Notes having terms substantially identical to the Old Notes of the same series,
- to use commercially reasonable efforts to cause this registration statement to be declared effective under the Securities Act no later than 360 days after the issue date of the Old Notes, and
- to use commercially reasonable efforts to commence and complete the exchange offer promptly, but no later than 30 business days after the exchange offer registration statement becomes effective.

We are obligated, upon the effectiveness of the exchange offer registration statement referred to above, to offer the holders of the Old Notes the opportunity to exchange their Old Notes for an equivalent principal amount of New Notes which will be issued without a restrictive legend and may be reoffered and resold by the holder generally without restrictions or limitations under the Securities Act. The exchange offer is being made pursuant to the Registration Rights Agreement to satisfy our obligations under that agreement.

The Registration Rights Agreement generally provides, among other things, that if the exchange offer is not completed within 390 days after the issue date of the Old Notes, or we fail to maintain the effectiveness of the exchange offer registration statement, the interest rate on the Old Notes will initially increase by 0.25% per annum and after 90 days (if the default continues) by 0.50% per annum, the maximum additional annual interest

rate, until the earlier of such time as default is remedied or November 15, 2013; *provided that* in no event shall the interest rate on the Old Notes increase by more than 0.50% per annum in the aggregate. Neither the New Notes nor, following the exchange offer, the Old Notes will have this right for additional interest in case of non-registration.

Terms of the Exchange Offer

For each of the Old Notes properly surrendered and not withdrawn before the expiration date of the exchange offer or as otherwise described in the section "—Withdrawal of Tenders" below, a New Note having a principal amount equal to that of the surrendered Old Note of the same series will be issued.

The form and terms of the New Notes will be the same as the form and terms of the Old Notes of the same series except that:

- the New Notes will be registered under the Securities Act and therefore will not be subject to the restrictions on transfer that apply to the Old Notes, and the global securities representing the New Notes will not bear transfer restriction legends;
- the New Notes will not be subject to the registration rights relating to the Old Notes and will not contain provisions for payment of additional interest in case of non-registration; and
- the New Notes will bear different CUSIP and ISIN numbers than the Old Notes of the same series.

You may tender the Old Dollar Notes only in minimum denominations of $150,000 and integral multiples of $1,000 in excess thereof, the Old Euro Notes only in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof and the Old Sterling Notes in minimum denominations of £100,000 and integral multiples of £1,000 in excess thereof.

The New Notes will evidence the same indebtedness as the Old Notes of the same series they replace, and will be issued under, and be entitled to the benefits of, the same Indenture that authorized the issuance of the Old Notes of the same series. As a result, the Old Notes and the respective replacement New Notes of the same series will be treated as a single series of notes under the Indenture.

No interest will be paid in connection with the exchange. The New Dollar Notes and New Sterling Notes will bear interest from and including May 15, 2012, the last interest payment date on which interest has been paid on the Old Dollar Notes and Old Sterling Notes. The New Euro Notes will bear interest from and including November 15, 2011, the original issue date of the Old Euro Notes, since no interest has been paid on the Old Euro Notes. Accordingly, the holders of Old Notes that are accepted for exchange will not receive accrued but unpaid interest on Old Notes at the time of tender. Rather, that interest will be payable on the New Notes delivered in exchange for the Old Notes on the first interest payment date after the expiration date.

Under existing SEC interpretations, the New Notes would generally be freely transferable after the exchange offer without further registration under the Securities Act, except that broker-dealers receiving the New Notes in the exchange offer will be subject to a prospectus delivery requirement, and in some circumstances a registration requirement, with respect to their resale. This view is based on interpretations by the staff of the SEC in no-action letters issued to other issuers in exchange offers like this one. We have not, however, asked the SEC to consider this particular exchange offer in the context of a no-action letter. Therefore, the SEC might not treat it in the same way it has treated other exchange offers in the past. You will be relying on the no-action letters that the SEC has issued to third parties in circumstances that we believe are similar to ours. Based on these no-action letters, the following conditions must be met in order to receive freely transferable New Notes:

- you must not be a broker-dealer that acquired the Old Notes directly from us or in market-making transactions or other trading activities;
- you must acquire the New Notes in the ordinary course of your business;

- you must not be participating, have any intention to participate or have any arrangements or understandings with any person to participate, in the distribution of the New Notes within the meaning of the Securities Act; and

- you must not be an "affiliate" of ours, as defined under Rule 405 of the Securities Act.

By tendering your Old Notes for New Notes in the exchange offer, you will be representing to us that you satisfy all of the above listed conditions. If you do not satisfy all of the above listed conditions:

- you cannot rely on the position of the SEC set forth in the no-action letters referred to above; and

- you must comply with all applicable registration and prospectus delivery requirements of the Securities Act in connection with a resale of the New Notes.

The SEC considers broker-dealers that acquired Old Notes directly from us, but not as a result of market-making activities or other trading activities, to be making a distribution of the New Notes if they participate in the exchange offer. Consequently, these broker-dealers must comply with all applicable registration and prospectus delivery requirements of the Securities Act in connection with a resale of the New Notes.

A broker-dealer that has bought Old Notes for market-making or other trading activities must comply with all applicable prospectus delivery requirements of the Securities Act in order to resell any New Notes it receives for its own account in the exchange offer, and provide AIG with a signed acknowledgment of compliance. By so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. The SEC has taken the position that broker-dealers may use this prospectus (as it may be amended or supplemented from time to time) to fulfill their prospectus delivery requirements with respect to the New Notes. We have agreed in the Registration Rights Agreement to promptly provide such number of copies of the prospectus to each such broker-dealer as such broker-dealer reasonably may request in the letter of transmittal accompanying this prospectus for a period of up to 30 days after the completion of the exchange offer.

Unless you are required to do so because you are a broker-dealer, you may not use this prospectus for an offer to resell, resale or other retransfer of New Notes. We are not making this exchange offer to, nor will we accept tenders for exchange from, holders of Old Notes in any jurisdiction in which the exchange offer or the acceptance of it would not be in compliance with the securities or blue sky laws of that jurisdiction.

Expiration Date; Extensions; Amendments

The expiration date for the exchange offer is 11:59 p.m., New York City time, on , 2012, unless we extend the expiration date. We may extend this expiration date in our sole discretion, and we will extend the expiration date to the extent required by the Exchange Act. If we so extend the expiration date, the term "expiration date" shall mean the latest date and time to which we extend the exchange offer.

We reserve the right, in our sole discretion:

- to, prior to the expiration date, delay accepting any Old Notes;

- to extend the exchange offer;

- to terminate the exchange offer if, in our sole judgment, any of the conditions described below under "— Conditions to the Exchange Offer" shall not have been satisfied; or

- to amend or waive the terms of the exchange offer in any way we determine.

We will give oral or written notice of any delay, extension or termination to the exchange agent. In addition, we will give, as promptly as practicable, oral or written notice regarding any delay in acceptance, extension or termination of the offer to the registered holders of Old Notes. If we amend the exchange offer in a manner that constitutes a material change, or if we waive a material condition, or if a material change occurs in any other information included or incorporated by reference in this prospectus prior to the expiration date, we will promptly disclose the amendment, waiver or material change in a manner reasonably calculated to inform the holders of Old Notes of the amendment, waiver or material change, and extend the offer to the extent required by the Exchange Act.

We intend to make public announcements of any delay in acceptance, extension, termination, amendment or waiver regarding the exchange offer through a timely release to a financial news service.

Conditions to the Exchange Offer

We will not be required to accept for exchange, or to exchange New Notes for, any Old Notes, and we may terminate the exchange offer as provided in this prospectus before the expiration date, if:

- any law, rule or regulation shall have been proposed, adopted or enacted, or interpreted in a manner, which, in our reasonable judgment, would impair our ability to proceed with the exchange offer;
- any action or proceeding is instituted or threatened in any court or by the SEC or any other governmental agency with respect to the exchange offer which, in our reasonable judgment, would impair our ability to proceed with the exchange offer;
- we have not obtained any governmental approval which we, in our reasonable judgment, consider necessary for the completion of the exchange offer as contemplated by this prospectus;
- any change, or any condition, event or development involving a prospective change, shall have occurred or be threatened in the general economic, financial, currency exchange or market conditions in the United States or elsewhere that, in our reasonable judgment, would impair our ability to proceed with the exchange offer;
- any other change or development, including a prospective change or development, that, in our reasonable judgment, has or may have a material adverse effect on us, our businesses, condition (financial or otherwise) or prospects, the market price of the New Notes or the Old Notes or the value of the exchange offer to us; or
- there shall have occurred (i) any suspension or limitation of trading in securities generally on the New York Stock Exchange or the over-the-counter market; (ii) a declaration of a banking moratorium by United States Federal or New York authorities; or (iii) a commencement or escalation of a war or armed hostilities involving or relating to a country where we do business or other international or national emergency or crisis directly or indirectly involving the United States.

The conditions listed above are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions. We may waive these conditions in our sole discretion in whole or in part at any time and from time to time. A failure on our part to exercise any of the above rights shall not constitute a waiver of that right, and that right shall be considered an ongoing right which we may assert at any time and from time to time.

If we determine in our reasonable judgment that any of the events listed above has occurred, we may, subject to applicable law:

- refuse to accept any Old Notes and return all tendered Old Notes to the tendering holders;

- extend the exchange offer and retain all Old Notes tendered before the expiration of the exchange offer, subject, however, to the rights of holders to withdraw these Old Notes; or

- waive unsatisfied conditions relating to the exchange offer and accept all properly tendered Old Notes which have not been withdrawn.

Any determination by us concerning the above events will be final and binding.

In addition, we reserve the right in our sole discretion to:

- purchase or make offers for any Old Notes that remain outstanding subsequent to the expiration date; and

- purchase Old Notes in the open market, in privately negotiated transactions or otherwise.

The terms of any such purchases or offers may differ from the terms of the exchange offer.

Minimum Amount Per Tender

Holders may tender the Old Dollar Notes only in minimum denominations of $150,000 and integral multiples of $1,000 in excess thereof, the Old Euro Notes only in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof and the Old Sterling Notes in minimum denominations of £100,000 and integral multiples of £1,000 in excess thereof .

Procedures for Tendering Old Notes Held through DTC

How to Tender If You Are a Beneficial Owner but Not a DTC Participant

Any beneficial owner whose Old Notes are held through the Depository Trust Company ("DTC") by a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Old Notes should contact such nominee promptly and instruct such entity to tender Old Notes on such beneficial owner's behalf.

If you hold your Old Notes through a broker, dealer, commercial bank, trust company or other nominee, you should keep in mind that such entity may require you to take action with respect to the exchange offer a number of days before the expiration date in order for such entity to tender Old Notes on your behalf at or prior to the expiration date.

How to Tender If You Are a DTC Participant

To participate in the exchange offer, a DTC participant holding Old Notes through DTC must:

- comply with DTC's Automated Tender Offer Program ("ATOP") procedures described below; or

- (i) complete and sign and date the applicable letter of transmittal, or a facsimile of the applicable letter of transmittal; (ii) have the signature on the applicable letter of transmittal guaranteed if the applicable letter of transmittal so requires; and (iii) mail or deliver the applicable letter of transmittal or facsimile thereof to the exchange agent prior to the expiration date.

In addition, either:

- the exchange agent must receive, prior to the expiration date, a properly transmitted agent's message (as defined below); or

- the exchange agent must receive, prior to the expiration date, a timely confirmation of book-entry transfer of such Old Notes into the exchange agent's account at DTC according to the procedure for book-entry transfer described below, the applicable letter of transmittal and any other documents required by the applicable letter of transmittal.

Tenders of Old Notes pursuant to the procedures described above, and acceptance thereof by us, will constitute a binding agreement between the tendering holder and us upon the terms and subject to the conditions of the exchange offer, which agreement will be governed by the laws of the State of New York.

No documents should be sent to us. Delivery of a letter of transmittal or an agent's message transmitted through ATOP is at the election and risk of the person delivering or transmitting, and delivery will be deemed made only when actually received by the exchange agent.

By tendering Old Notes pursuant to the exchange offer, you will be deemed to have agreed that the delivery and surrender of the Old Notes is not effective, and the risk of loss of the Old Notes does not pass to the exchange agent, until receipt by the exchange agent of the items listed above together with all accompanying evidences of authority and any other required documents in form satisfactory to us. In all cases, you should allow sufficient time to assure delivery to the exchange agent on or prior to the expiration date.

By tendering Old Notes pursuant to the exchange offer, you will be deemed to have made the representations and warranties set forth herein and in the applicable letter of transmittal, including that you have full power and authority to tender, sell, exchange, assign and transfer the Old Notes tendered thereby, that you have complied with the short tendering rule described under "— Compliance with 'Short Tendering' Rule" below, and that when such Old Notes are accepted for exchange by us, we will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. You will also be deemed to have agreed to, upon request, execute and deliver any additional documents deemed by the exchange agent or by us to be necessary or desirable to complete the sale, assignment and transfer of the Old Notes tendered thereby.

We have not provided guaranteed delivery provisions in connection with the exchange offer. You must tender your Old Notes in accordance with the procedures set forth herein.

Tendering through DTC's ATOP

The exchange agent will establish an account at DTC with respect to the Old Notes held through DTC for purposes of the exchange offer, and any financial institution that is a DTC participant may make book-entry delivery of Old Notes by causing DTC to transfer such Old Notes into the exchange agent's account in accordance with DTC's procedures for such transfer.

The exchange agent and DTC have confirmed that Old Notes held in book-entry form through DTC that are to be tendered in the exchange offer are eligible for ATOP. To effectively tender Old Notes eligible for ATOP that are held through DTC, DTC participants may, in lieu of physically completing and signing the letter of transmittal and delivering it to the exchange agent, electronically transmit their acceptance through ATOP, and DTC will then verify the acceptance, execute a book-entry delivery to the exchange agent's account at DTC and send an agent's message to the exchange agent for its acceptance. The confirmation of a book-entry transfer into the exchange agent's account at DTC as described above is referred to herein as a "book-entry confirmation." Delivery of documents to DTC does not constitute delivery to the exchange agent.

The term "agent's message" means a message transmitted by DTC to, and received by, the exchange agent and forming a part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the DTC participant described in such agent's message, stating that such participant has received and agrees to be bound by the terms and conditions of the exchange offer as set forth in this document and the letter of transmittal, and that we may enforce such agreement against such participant.

If you desire to tender your Old Notes on the expiration date through ATOP, you should note that you must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such date.

Signature Guarantees

All signatures on a letter of transmittal or a notice of withdrawal, as the case may be, delivered to the exchange agent must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchange Medallion Program (each, a "Medallion Signature Guarantor") unless the Old Notes tendered or withdrawn, as the case may be, pursuant thereto are tendered (1) by the DTC participant whose name appears on a security position listing as the owner of Old Notes who has not completed the box entitled Special Payment Instructions or Special Delivery Instructions on the letter of transmittal or (2) for the account of a bank, broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker, credit union, national securities exchange, registered securities association or clearing agency or savings institution that is a participant in a Securities Transfer Association recognized program. If Old Notes are registered in the name of a person other than the signer of a letter of transmittal or a notice of withdrawal, as the case may be, or if delivery of the New Notes is to be made or tendered Old Notes that are not accepted are to be returned to a person other than the holder, then the signature on the letter of transmittal accompanying the tendered Old Notes must be guaranteed by a Medallion Signature Guarantor as described above.

Procedures for Tendering Old Notes Held through Euroclear or Clearstream

To tender Old Notes held through Euroclear System ("Euroclear") or Clearstream Banking, société anonyme, Luxembourg ("Clearstream"), a holder who is not a Direct Participant in Euroclear or Clearstream must arrange for a Direct Participant to deliver its Electronic Acceptance Instruction, which includes its Security Instructions (as defined below), to Euroclear or Clearstream in accordance with the deadlines specified by Euroclear or Clearstream on or prior to the expiration date, as the case may be. Only a Direct Participant in Euroclear or Clearstream may submit an Electronic Acceptance Instruction to Euroclear or Clearstream.

The term "Security Instructions" means, with respect to securities held through Euroclear or Clearstream, irrevocable instructions: (i) to block any attempt to transfer a holder's Old Notes on or prior to the applicable settlement date; and (ii) to debit the holder's account on the applicable settlement date in respect of the New Notes that have been tendered by the holder. By submitting a Security Instruction, holders authorize Euroclear and Clearstream to disclose the name of the Direct Participant to the relevant exchange agent and AIG. All of the Old Notes tendered by the holder will be debited from the holder's account. The debit will occur upon receipt of an instruction from the exchange agent. In the event that the exchange offer is terminated by us prior to the applicable settlement date, as notified to Euroclear or Clearstream by the exchange agent, the irrevocable instructions will be automatically withdrawn. Security Instructions can be delivered only by Direct Participants in Euroclear and Clearstream.

A holder's Electronic Acceptance Instruction, which includes its Security Instructions, must be delivered and received by Euroclear or Clearstream in accordance with the procedures established by them and on or prior to the deadlines established by each of those clearing systems. Holders are responsible for informing themselves of these deadlines and for arranging the due and timely delivery of Security Instructions to Euroclear or Clearstream.

Beneficial owners that hold Old Notes through a custodian may not submit an Electronic Acceptance Instruction directly. Such holders should contact their relevant custodians to submit an Electronic Acceptance Instruction on their behalf.

No Guaranteed Delivery

There are no guaranteed delivery provisions applicable to the exchange offer. Holders must tender their Old Notes in accordance with the proper procedures for tendering.

Representations on Tendering Old Notes

By surrendering Old Notes in the exchange offer, you will be representing that, among other things:

- you are acquiring the New Notes issued in the exchange offer in the ordinary course of your business;
- you are not participating, do not intend to participate and have no arrangement or understanding with any person to participate, in the distribution of the New Notes within the meaning of the Securities Act;
- you are not an "affiliate" of ours, as defined in Rule 405 under the Securities Act;
- you have full power and authority to tender, exchange, assign and transfer the Old Notes tendered;
- we will acquire good, marketable and unencumbered title to the Old Notes being tendered, free and clear of all security interests, liens, restrictions, charges, encumbrances, or other obligations relating to their sale or transfer, and not subject to any adverse claim, when the Old Notes are accepted by us;
- you acknowledge and agree that if you are a broker-dealer registered under the Exchange Act or you are participating in the exchange offer for the purposes of distributing the New Notes, you must comply with all applicable registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale of the New Notes, and you cannot rely on the position of the SEC's staff in their no-action letters issued for persons who are not broker-dealers; and
- you are not acting on behalf of someone who cannot truthfully and completely make such representation.

If you are in a foreign jurisdiction, in addition you will be representing that:

- you are not a person to whom it is unlawful to make an offer or solicitation pursuant to the exchange offer under applicable securities laws of your jurisdiction, you have not distributed or forwarded this prospectus or any other documents or materials relating to the exchange offer to any such person and you have (before tendering the Old Notes for exchange) complied with all laws and regulations applicable to you for the purposes of its participation in the exchange offer;
- you are located outside of Austria or, if you are located or resident in Austria, you are a qualified investor as defined by Section 3 numeral 11 of the Austrian Capital Market Act;
- you are located outside of Denmark or, if you are located or resident in Denmark, the offer to you will not be considered a marketing of New Notes in Denmark or an offer of the New Notes to the public in Denmark within the meaning of the Danish Securities Trading Act or any Executive Orders issued pursuant thereto;
- you are located outside of France or, if you are located or resident in France, you are (i) a qualified investor (*investisseurs qualifié*), as defined in Articles L. 411-2 II of the *Code monétaire et financier*, and you are acting for your own account or (ii) a person providing investment services relating to portfolio management for the account of third-parties; you acknowledge that no prospectus has been

prepared in connection with the offering of the New Notes that has been approved by the French *Autorité des marchés financiers* or by the competent authority of another State that is a contracting party to the Agreement on the European Economic Area and notified to the French *Autorité des marchés financiers*;

- you are located outside of Hong Kong or, if you are located or resident in Hong Kong, you are a professional investor as defined in section 1 of Part 1 of Schedule 1 to the Securities and Future Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder; and you acknowledge that your warranties are required in connection with Hong Kong Laws; you acknowledge that each of the Company, exchange agent and other participants in the exchange offer and their respective subsidiaries, agents, affiliates and advisers will rely upon the truth, completeness and accuracy of your warranties set out in this section, and you agree to notify the Company and the exchange agent promptly in writing if any of your warranties ceases to be true, complete and accurate or if it becomes misleading;

- you are located outside Italy or, if you are located in Italy, you are either (i) tendering the Old Notes for New Notes having an aggregate nominal amount of at least €50,000 (or its equivalent in another currency) or (ii) a qualified investor (*investitore qualificato*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "Financial Services Act") and Article 34-ter, paragraph 1, letter b) of *Commissione Nazionale per le Società e la Borsa* ("CONSOB") Regulation No. 11971 of 14 May 1999, as amended;

- you are located outside of Japan or, if you are located or resident in Japan: (a) you are a qualified institutional investor, as defined in Article 10 of the Ordinance of Cabinet Office Concerning Definitions Provided in Article 2 of the Financial Instruments and Exchange Law of Japan ("QII"); and (b) you have been informed that: (1) the New Notes have not been and will not be registered under Article 4, Paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the "FIEL") since the offering in Japan constitutes the private placement to QIIs under Article 2, Paragraph 3, Item 2-A of the FIEL; and (2) any transfer of the New Notes is prohibited except where it is transferred to QIIs;

- you are an existing holder of the Old Notes previously issued by AIG and will not circulate or distribute this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the New Notes, and will not offer or sell or make the subject of an invitation for subscription or purchase, whether directly or indirectly, the New Notes, to any persons in Singapore other than (i) to existing holders of Old Notes pursuant to Section 273(1)(cd) of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA") or (ii) pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision (4) of Division 1 of Part XIII of the SFA; and

- you are not located or resident in the United Kingdom or, if you are located or resident in the United Kingdom, you are a person falling within the definition of Investment Professionals (as defined in the Order) or within Article 43(2) of the Order, or to whom this prospectus may lawfully be communicated in accordance with the Order.

If you are a broker-dealer and you will receive New Notes for your own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading activities, you will be required to acknowledge in the letter of transmittal that you will comply with all applicable prospectus delivery requirements of the Securities Act in connection with any resale of the New Notes. The letter of transmittal states that, by complying with their obligations, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. See also "Plan of Distribution."

Withdrawal of Tenders

Your tender of Old Notes pursuant to the exchange offer is irrevocable except as otherwise provided in this section. You may withdraw tenders of Old Notes at any time prior to 11:59 p.m., New York City time, on , 2012, the expiration date. You may also withdraw tenders of any Old Notes that have not yet been accepted for exchange after the expiration of 40 business days from the commencement of the exchange offer.

For a withdrawal to be effective for DTC, Euroclear or Clearstream participants, holders must comply with their respective standard operating procedures for electronic tenders and the exchange agent must receive an electronic notice of withdrawal from DTC, Euroclear or Clearstream.

Any notice of withdrawal must specify the name and number of the account at DTC, Euroclear or Clearstream to be credited with the withdrawn Old Notes and otherwise comply with the procedures of DTC, Euroclear or Clearstream, as applicable. We will determine, in our sole discretion, all questions as to the validity, form and eligibility, including time of receipt, for such withdrawal notices, and our determination shall be final and binding on all parties. Any Old Notes so withdrawn will be deemed not to have been validly tendered for purposes of the exchange offer and no New Notes will be issued with respect to them unless the Old Notes so withdrawn are validly re-tendered. Any Old Notes which have been tendered but which are not accepted for exchange will be returned to the holder without cost to such holder as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn Old Notes may be re-tendered by following the procedures for tendering at any time prior to the expiration date.

Certain Matters Relating to Non-U.S. Jurisdictions

Although we will make available this document to holders of the Old Notes to the extent required by U.S. law, this document is not an offer or solicitation of an offer to sell, purchase or exchange securities in any jurisdiction in which such offer, solicitation, sale, purchase or exchange is not permitted. Countries outside the United States generally have their own legal requirements that govern securities offerings made to persons resident in those countries and often impose stringent requirements about the form and content of offers made to the general public. We have not taken any action under those non-U.S. regulations to facilitate a public offer to exchange outside the United States. Therefore, the ability of any non-U.S. person to tender Old Notes in the exchange offer will depend on whether there is an exemption available under the laws of such person’s home country that would permit the person to participate in the exchange offer without the need for us to take any action to facilitate a public offering in that country or otherwise. For example, some countries exempt transactions from the rules governing public offerings if they involve persons who meet certain eligibility requirements relating to their status as sophisticated or professional investors. Non-U.S. holders should consult their advisors in considering whether they may participate in the exchange offer in accordance with the laws of their home countries and, if they do participate, whether there are any restrictions or limitations on transactions in the New Notes that may apply in their home countries. We and the exchange agent cannot provide any assurance about whether such limitations may exist. By signing or being deemed to sign the letter of transmittal and tendering Old Notes, you are representing that if you are located outside the United States the offer to you and your acceptance of it does not contravene the applicable laws where you are located. See also “Notice to Certain Non-U.S. Holders” below.

Exchange Agent

We have appointed Global Bondholder Services Corporation as exchange agent in connection with the exchange offer of the New Dollar Notes, New Euro Notes and New Sterling Notes. Holders should direct questions, requests for assistance and for additional copies of this prospectus or the letter of transmittal to the exchange agent addressed as follows:

Global Bondholder Services Corporation

By Mail, Hand Delivery or Overnight Courier:
65 Broadway — Suite 404
New York, New York 10006
Attention: Corporate Actions
Telephone: (212) 430-3774

By Facsimile Transmission:
(212) 430-3775/3779
Attention: Corporate Actions
Confirm by telephone:
(212) 430-3774

Delivery of a letter of transmittal to any address or facsimile number other than the one set forth above or to any exchange agent for the respective New Notes other than as specified above will not constitute a valid delivery.

Fees and Expenses

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to brokers, dealers or other persons soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and will reimburse it for its related reasonable out-of-pocket expenses. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this prospectus, letters of transmittal and related documents to the beneficial owners of the Old Notes and in handling or forwarding tenders for exchange.

Holders who tender their Old Notes for exchange will not be obligated to pay any transfer taxes. If, however, a transfer tax is imposed for any reason other than the exchange of Old Notes in connection with the exchange offer, then the tendering holder must pay the amount of any transfer taxes due, whether imposed on the registered holder or any other persons. If the tendering holder does not submit satisfactory evidence of payment of these taxes or exemption from them with the letter of transmittal, the amount of these transfer taxes will be billed directly to the tendering holder.

No Recommendation

You must make your own decision whether to tender any Old Notes in the exchange offer and, if so, as to the principal amount of Old Notes to tender. None of us, the exchange agent or any other person makes any recommendation as to whether or not holders of outstanding Old Notes should tender their Old Notes for exchange in the exchange offer. Before making your decision, we urge you to carefully read this document in its entirety, including the information set forth under “Risk Factors,” and the other documents incorporated by reference or referred to in this document, including the letter of transmittal. See “Where You Can Find More Information.”

Compliance with "Short Tendering" Rule

It is a violation of Rule 14e-4 under the Exchange Act for a person, directly or indirectly, to tender Old Notes for his or her own account unless the person so tendering (a) has a net long position equal to or greater than the aggregate principal amount of the Old Notes being tendered and (b) will cause such Old Notes to be delivered in accordance with the terms of the exchange offer. Rule 14e-4 provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person.

A tender of Old Notes in the exchange offer under any of the procedures described above will constitute a binding agreement between the tendering holder and us with respect to the exchange offer upon the terms and subject to the conditions described in this prospectus, including the tendering holder's acceptance of the terms and conditions of the exchange offer, as well as the tendering holder's representation and warranty that (a) such holder has a net long position equal to or greater than the aggregate principal amount of the Old Notes being tendered within the meaning of Rule 14e-4 under the Exchange Act and (b) the tender of such Old Notes complies with Rule 14e-4.

Consequences of Failure to Properly Tender Old Notes in the Exchange

We will issue the New Notes in exchange for Old Notes under the exchange offer only after timely confirmation of book-entry transfer of the Old Notes into the exchange agent's account and after timely receipt by the exchange agent of a properly completed and duly executed letter of transmittal, as applicable, and receipt by the exchange agent of any other required documents. Therefore, holders of the Old Notes desiring to tender Old Notes in exchange for New Notes should allow sufficient time to ensure timely delivery. We are under no duty to give notification of defects or irregularities of tenders of Old Notes for exchange. Old Notes that are not tendered or that are tendered but not accepted by us will, following completion of the exchange offer, continue to be subject to the existing restrictions upon transfer under the Securities Act.

Participation in the exchange offer is voluntary. In the event the exchange offer is completed, we will not be required to register the remaining Old Notes. Remaining Old Notes will continue to be subject to the following restrictions on transfer:

- holders may resell Old Notes only if an exemption from registration is available or, outside the United States, to non-U.S. persons in accordance with the requirements of Regulation S under the Securities Act; and

- the remaining Old Notes will bear a legend restricting transfer in the absence of registration or an exemption.

To the extent that Old Notes are tendered and accepted in connection with the exchange offer, any trading market for remaining Old Notes could be adversely affected.

DESCRIPTION OF THE NOTES

We have summarized below certain terms of the New Notes. This summary is not complete. You should refer to the Indenture, dated as of October 12, 2006, between us and The Bank of New York Mellon, as Trustee, as supplemented by the Fourth Supplemental Indenture, dated as of April 18, 2007, and the Eighth Supplemental Indenture, dated as of December 3, 2010 (as so supplemented, the "Base Indenture" with respect to all the New Notes), and the Thirteenth Supplemental Indenture, dated as of November 15, 2011 with respect to the New Dollar Notes (the Base Indenture so supplemented by the Thirteenth Supplemental Indenture, the "Dollar Notes Indenture"), the Fourteenth Supplemental Indenture, dated as of November 15, 2011 with respect to the New Euro Notes (the Base Indenture so supplemented by the Fourteenth Supplemental Indenture, the "Euro Notes Indenture"), and the Fifteenth Supplemental Indenture, dated as of November 15, 2011 with respect to the New Sterling Notes (the Base Indenture so supplemented by the Fifteenth Supplemental Indenture, the "Sterling Notes Indenture"). We refer to the Dollar Notes Indenture, the Euro Notes Indenture and the Sterling Notes Indenture collectively as the "Indenture." The Bank of New York Mellon acts as Trustee under the Indenture. We urge you to read the Indenture in its entirety because it, and not this description, defines your rights as holders of the New Notes. The Indenture is filed as an exhibit to the registration statement of which this prospectus is a part and you can obtain a copy of the Indenture as described under "Where You Can Find More Information."

All references to the "Notes" below in this section include both the New Notes being offered in this exchange offer and the Old Notes that are not exchanged for New Notes in this exchange offer, and all references to Dollar Notes, Euro Notes and Sterling Notes below in this section include both the New Dollar Notes, New Euro Notes and New Sterling Notes, respectively, and the Old Dollar Notes, Old Euro Notes and Old Sterling Notes, respectively, that are not exchanged for the corresponding series of New Notes in the exchange offer, except the Old Notes will continue to be subject to certain transfer restrictions as described under "Risk Factors — If you fail to exchange the Old Notes, they will remain subject to transfer restrictions, and it may be harder for you to resell and transfer your Old Notes." The New Notes and the Old Notes of the same series that are not exchanged constitute a single series of notes under the Indenture.

Each of the New Dollar Notes, New Euro Notes and New Sterling Notes will be issued as a separate series of debt securities under the Indenture.

The New Dollar Notes will be issued in fully registered form without interest coupons and will be represented by one or more global securities registered in the name of DTC, or its nominee. The New Euro Notes and the New Sterling Notes will be issued in fully registered form without interest coupons and will be represented by one or more global securities registered in the name of a common depository for Euroclear and Clearstream.

The Notes will be unsecured senior obligations of AIG and will rank equally with all of our other unsecured senior indebtedness. The Notes will be structurally subordinated to all future and existing obligations of our subsidiaries, which is significant. The Notes will rank senior to any existing and future subordinated indebtedness that we may incur.

We may, without the consent of the holders of any series of the Notes, increase the principal amount of such series of Notes by issuing additional notes on the same terms and conditions (except that the issue price and issue date may vary) and with the same CUSIP and ISIN numbers and common code as such series of Notes being offered in this exchange offer. Such series of Notes being offered in this exchange offer and any additional notes of the same series would rank equally and ratably and would be treated as a single class for all purposes of the Indenture.

AIG intends to apply to the ISE for the New Euro Notes offered in this exchange offer and the New Sterling Notes offered in this exchange offer to be admitted to the Official List and traded on its regulated market, as the Old Euro Notes and Old Sterling Notes are. There can be no assurance that the New Euro Notes

offered in this exchange offer and New Sterling Notes offered in this exchange offer will be admitted for trading. We do not intend to apply to list the New Dollar Notes offered in this exchange offer on any national securities exchange or any automated dealer quotation system.

Issuance in Euro and Sterling

If the euro is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control or the euro is no longer used by the member states of the European Monetary Union that have adopted it as their currency, then all payments on the Euro Notes will be made in U.S. dollars until euros are again available to us or so used. The amount payable on any date in euros will be converted into U.S. dollars on the basis of the most recently available market exchange rate for euros. Any payment in respect of the Euro Notes so made in U.S. dollars will not constitute an event of default under the Indenture.

If pounds sterling are unavailable to us due to the imposition of exchange controls or other circumstances beyond our control or pounds sterling are no longer used by the United Kingdom as its currency, then all payments on the Sterling Notes will be made in U.S. dollars until pounds sterling are again available to us or so used. The amount payable on any date in pounds sterling will be converted into U.S. dollars on the basis of the most recently available market exchange rate for pounds sterling. Any payment in respect of the Sterling Notes so made in U.S. dollars will not constitute an event of default under the Indenture.

Principal, Maturity and Interest

The New Notes will be issued in Authorized Denominations and in an aggregate principal amount, together with any Old Notes not exchanged in this exchange offer, of $256,161,000, in the case of New Dollar Notes, €420,975,000, in the case of New Euro Notes, and £662,222,000, in the case of New Sterling Notes. Principal of and interest on the Notes will be payable, and the Notes will be transferable, at our office or agency in The City of New York, which initially will be the corporate trust office of the Trustee currently located at 101 Barclay Street, New York, New York 10286. No service charge will be made for any registration of transfer of the Notes, except for any tax or other governmental charge that may be imposed in connection therewith.

The Dollar Notes will bear interest at the rate of 6.820% per annum. The Euro Notes will bear interest at the rate of 6.797% per annum. The Sterling Notes will bear interest at the rate of 6.765% per annum.

The Dollar Notes will mature on November 15, 2037. The Euro Notes and the Sterling Notes will mature on November 15, 2017. Interest on the New Dollar Notes and New Sterling Notes will be payable semiannually in arrears on May 15 and November 15 of each year, and will accrue from and including May 15, 2012, the last interest payment date on which interest was paid on the Old Dollar Notes and Old Sterling Notes, respectively. Interest on the New Euro Notes will be payable annually in arrears on November 15 of each year, and will accrue from and including November 15, 2011, the original issue date of the Old Euro Notes, since no interest has been paid on the Old Euro Notes. Interest on the Dollar Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. Interest on the Euro Notes and the Sterling Notes will be computed on the basis of a 365- or 366-day year, as applicable, and the actual number of days elapsed.

On the maturity date of the Notes, holders will be entitled to receive 100% of the principal amount of the Notes plus accrued and unpaid interest, if any. If any interest payment date or the maturity date of a Note falls on a day that is not a business day, we will make the required payment on the next succeeding business day, and no additional interest will accrue in respect of the payment made on that next succeeding business day. “Business day” for the purposes of the Dollar Notes means each Monday, Tuesday, Wednesday, Thursday or Friday that is not a day on which banking institutions in The City of New York are authorized or obligated by law or executive order to close. “Business day” for the purposes of the Sterling Notes means any such day on which dealings in pounds sterling are transacted in the London interbank market and for the purposes of the Euro Notes means any such day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open.

The Notes do not provide for any sinking fund or permit holders to require us to repurchase the Notes.

Optional Redemption

We will have the right to redeem any series of Notes, in whole or in part, at any time, at a redemption price equal to the greater of:

- 100% of the principal amount of the Notes of such series to be redeemed; and
- as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption) for Notes of such series discounted to the redemption date, on a semi-annual basis assuming a 360-day year consisting of twelve 30-day months for Dollar Notes, on an annual basis assuming a 365- or 366-day year, as applicable, and the actual number of days elapsed for Euro Notes and on a semi-annual basis assuming a 365- or 366-day year, as applicable, and the actual number of days elapsed for Sterling Notes, at the applicable Discount Rate plus 50 basis points,

plus, in either case, accrued and unpaid interest thereon to the date of redemption. If we redeem all of the outstanding Euro Notes or Sterling Notes upon becoming obligated to pay Additional Amounts as described under "— Additional Amounts" below, the redemption price will be 100% of the principal amount of the series of Notes to be redeemed plus accrued interest thereon to the date of redemption.

The definitions of certain terms used in this summary are listed below.

"Comparable Bundesobligationen Issue" means the 4.25% German Bundesobligationen due July 4, 2017 or, if such security is no longer in issue, the German Bundesobligationen security selected by an independent investment bank having a maturity comparable to the term remaining from the redemption date to the maturity date of the Euro Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity.

"Comparable Treasury Issue" means the U.S. Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Dollar Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Dollar Notes.

"Comparable Treasury Price" means, with respect to any redemption date, the average of the Reference Treasury Dealer Quotations for such redemption date.

"Discount Rate" means, with respect to any redemption date, (a) in the case of Dollar Notes, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date, (b) in the case of Euro Notes, the then current yield on the Comparable Bundesobligationen Issue or (c) in the case of the Sterling Notes at the Sterling Gross Redemption Yield (determined by reference to the middle market price) at 11:00 a.m., London time, on the Reference Date of the Sterling Reference Bond.

"Quotation Agent" means AIG Markets, Inc., or any other firm appointed by us, acting as quotation agent. AIG Markets, Inc. is our affiliate.

"Reference Date" means the date which is three business days prior to the date fixed for redemption.

"Reference Treasury Dealer" means:

- each of Barclays Bank Inc, Deutsche Bank Securities Inc., Goldman, Sachs & Co. and J.P. Morgan Securities LLC, or its respective successors; *provided*, *however*, that if any of the foregoing shall cease to be a primary U.S. government securities dealer in the United States (a "primary treasury dealer"), we will substitute therefor another primary treasury dealer; and

- any other primary treasury dealer selected by the Quotation Agent after consultation with us.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m. on the third business day preceding such redemption date.

"Sterling Gross Redemption Yield" means the gross redemption yield on the Sterling Reference Bond (as calculated by the Quotation Agent on the basis set out in the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields," page 4, Section One: Price/Yield Formulae "Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date" (published on June 8, 1998 and updated on March 15, 2002 and as further updated or amended) on a semi-annual compounding basis (converted on an annualized yield and rounded up (if necessary) to four decimal places)).

"Sterling Reference Bond" means the 4.0% Treasury Stock due September 7, 2016, or if such stock is no longer in issue such other United Kingdom government stock with a maturity date as near as possible to the maturity date of the Sterling Notes, as the Quotation Agent may, with the advice of the Sterling Reference Market Makers, determine to be appropriate by way of substitution for the 4.0% Treasury Stock due September 7, 2016.

"Sterling Reference Market Makers" means three brokers or market makers of gilts selected by the Quotation Agent.

All calculations made by the Quotation Agent for the purposes of calculating the redemption price of any series of Notes shall be conclusive and binding on the holders of such series of Notes, the Trustee and us, absent manifest error.

lf less than all of a series of Notes are to be redeemed at any time, selection of Notes for redemption will be made by the Trustee on a pro rata basis, by lot or by such method as the Trustee deems fair and appropriate.

We will give to DTC, Euroclear or Clearstream, as applicable, a notice of redemption at least 30 but not more than 60 days before the redemption date. If any series of Notes are to be redeemed in part only, the notice of redemption will state the portion of the principal amount thereof to be redeemed. A Note in a principal amount equal to the unredeemed portion thereof will be issued in the name of the holder thereof upon cancellation of the original Note. Notice by DTC, Euroclear or Clearstream to its participants and by participants to "street name" holders of indirect interests in the Notes will be made according to arrangements among them and may be subject to statutory or regulatory requirements. The redemption may be conditioned upon the occurrence of one or more conditions precedent.

Unless we default in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. If a redemption date falls on a day that is not a business day, we will make the required payment on the next succeeding business day, and no additional interest will accrue in respect of the payment made on that next succeeding business day.

Limitation on Liens Covenant

We have made a covenant with respect to the Notes that we will not and will not permit any Designated Subsidiary (as defined below) to, directly or indirectly, create, issue, assume, incur or guarantee any indebtedness for money borrowed (other than non-recourse indebtedness) which is secured by a mortgage, pledge, lien, security interest or other encumbrance of any nature on any of the present or future voting stock of a Designated Subsidiary unless the Notes and, if we so elect, any of our other indebtednesses ranking at least *pari passu* with the Notes, are secured equally and ratably with (or prior to) such other secured indebtedness. For purpose of this covenant, "Designated Subsidiary" means American Home Assurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., and any subsidiary the assets of which exceed 20% of our consolidated assets, to be determined as of the last day of the most recent calendar quarter ended at least 30 days prior to the date of such determination and in accordance with generally accepted accounting principles as in effect on the last day of such calendar quarter. As of June 30, 2012, AIUH LLC, Chartis Inc., Chartis U.S., Inc., SAFG Retirement Services, Inc. and SunAmerica Financial Group, Inc. had assets that exceeded 20% of our consolidated assets.

Other than the covenant described above and the provisions described under "Description of the Notes — Special Situations" in this prospectus, neither the Indenture nor the Notes contain other provisions that afford holders of Notes protection in the event we:

- engage in a change of control transaction;
- subject to the covenant discussed above, issue secured debt or secure existing unsecured debt;
- issue debt securities or otherwise incur additional unsecured indebtedness or other obligations;
- purchase or redeem or make any payments in respect of capital stock or other securities ranking junior in right of payment to the Notes;
- sell assets;
- enter into transactions with related parties, including Treasury; or
- conduct other similar transactions that may adversely affect the holders of the Notes.

Additional Amounts

Subject to the exemptions and limitations set forth below, we will pay Additional Amounts on the Euro Notes and the Sterling Notes with respect to any beneficial owner of the Euro Notes or the Sterling Notes that is a non-U.S. person to ensure that each net payment to that non-U.S. person on any Euro Notes or Sterling Notes that it beneficially owns will not be less, due to the payment of U.S. withholding tax as a result of any change in law that becomes effective after the date hereof, than the amount then otherwise due and payable. For this purpose, a "net payment" on a Euro Note or a Sterling Note means a payment by us or any paying agent, including payment of principal and interest, after deduction for any present or future tax, assessment, or other governmental charge on the Additional Amounts. As used herein, "U.S." means the United States of America, including each state of the United States and the District of Columbia, its territories, its possessions, and other areas within its jurisdiction. Additional Amounts are included in the interest on the Euro Notes and the Sterling Notes.

We will not be required to make any payment of any tax, assessment or other governmental charge imposed by any government, political subdivision, or taxing authority of that government, except as provided in the prior paragraph. In addition, if we become obligated to pay Additional Amounts on the Euro Notes or the Sterling Notes, we may redeem them at any time in whole but not in part at 100% of their principal amount plus accrued and unpaid interest through the date of redemption as described above under "— Optional Redemption."

We will not be required to pay Additional Amounts, however, in any of the circumstances described in items (1) through (13) below.

(1) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner:

- having a relationship with the U.S. as a citizen, resident, or otherwise;
- having had such a relationship in the past; or
- being considered as having had such a relationship.

(2) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner:

- being treated as present in or engaged in a trade or business in the U.S.;
- being treated as having been present in or engaged in a trade or business in the U.S. in the past; or
- having or having had a permanent establishment in the U.S.

(3) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner being or having been a:

- personal holding company;
- foreign private foundation or other foreign tax-exempt organization;
- passive foreign investment company;
- controlled foreign corporation; or
- corporation that has accumulated earnings to avoid U.S. federal income tax.

(4) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner owning or having owned, actually or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote.

(5) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner being a bank (i) purchasing the Euro Notes or the Sterling Notes in the ordinary course of its lending business or (ii) that is neither (A) buying the Euro Notes or the Sterling Notes for investment purposes only nor (B) buying the Euro Notes or the Sterling Notes for resale to a third-party that itself either is not a bank or holding the Euro Notes or the Sterling Notes for investment purposes only.

For purposes of items (1) through (5) above, “beneficial owner” includes a fiduciary, settlor, partner, member, shareholder or beneficiary of the holder if the holder is an estate, trust, partnership, limited liability company, corporation or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder.

(6) Additional Amounts will not be payable to any beneficial owner of a Euro Note or a Sterling Note that is:

- a fiduciary;
- a partnership;
- a limited liability company;
- another fiscally transparent entity; or
- not the sole beneficial owner of the Euro Note or the Sterling Note, or any portion of the Euro Note or the Sterling Note.

However, this exception to the obligation to pay Additional Amounts will apply only to the extent that a beneficiary or settlor in relation to the fiduciary, or a beneficial owner, partner, or member of the partnership, limited liability company or other fiscally transparent entity, would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner, partner, or member received directly its beneficial or distributive share of the payment.

(7) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld by reason of the failure of the beneficial owner or any other person to comply with applicable certification, identification, documentation or other information reporting requirements. This exception to the obligation to pay Additional Amounts will apply only if compliance with these reporting requirements is required as a precondition to exemption from such tax, assessment or other governmental charge by statute or regulation of the U.S. or by an applicable income tax treaty to which the U.S. is a party.

(8) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any tax, assessment or other governmental charge that is collected or imposed by any method other than by withholding from a payment on the Euro Notes or the Sterling Notes by us or any withholding agent (within the meaning of the applicable rules).

(9) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld by reason of the presentation by the beneficial owner for payment more than 30 days after the date on which such payment becomes due or is duly provided for, whichever occurs later.

(10) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any:

- estate tax;
- inheritance tax;
- gift tax;
- sales tax;
- excise tax;
- transfer tax;
- wealth tax;

- personal property tax; or
- similar tax, assessment, withholding, deduction or other governmental charge.

(11) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any tax, assessment or other governmental charge required to be withheld by any withholding agent (within the meaning of the applicable rules) from a payment of principal or interest on the Euro Notes or the Sterling Notes if that payment can be made without such withholding by any other withholding agent.

(12) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any tax, assessment or other governmental charge that is required to be made pursuant to any EU Directive on the taxation of savings income or any law implementing or complying with, or introduced to conform to, any such Directive.

(13) Additional Amounts will not be payable if a payment on the Euro Notes or the Sterling Notes is reduced as a result of any combination of items (1) through (12) above.

As used in this section, the term “non-U.S. person” means any person who, for U.S. federal income tax purposes is:

- a nonresident alien individual;
- a foreign corporation;
- a foreign partnership, one or more of the members of which, for U.S. federal income tax purposes, is a foreign corporation, a nonresident alien individual or a nonresident alien fiduciary of a foreign estate or trust; or
- a nonresident alien fiduciary of an estate or trust that is not subject to U.S. federal income tax on a net income basis on income or gain from a Euro Note or a Sterling Note.

Special Situations

Mergers and Similar Transactions

We are generally permitted to consolidate or merge with another company or firm. We are also permitted to sell or lease our properties and assets substantially as an entirety to another company or firm. However, we may not take any of these actions unless all the following conditions are met:

- When we merge or consolidate out of existence or sell or lease our properties and assets substantially as an entirety, the other company or firm may not be organized under a foreign country’s laws — that is, it must be a corporation, partnership or trust organized under the laws of a state of the United States or the District of Columbia or under federal law — and it must agree to be legally responsible for the Notes.
- The merger, sale of assets or other transaction must not cause a default on the Notes, and we must not already be in default (unless the merger or other transaction would cure the default). For purposes of this no-default test, a default would include an Event of Default (as defined below) that has occurred and not been cured. A default for this purpose would also include any event that would be an Event of Default if the requirements for giving us default notice or our default having to exist for a specific period of time were disregarded.

If the conditions described above are satisfied with respect to any series of Notes, we will not need to obtain the approval of the holders of that series of Notes in order to merge or consolidate or to sell our assets. Also, these conditions will apply only if we wish to merge or consolidate with another entity or sell our properties and assets substantially as an entirety to another entity. We will not need to satisfy these conditions if we enter into other types of transactions, including any transaction in which we acquire the stock or assets of another entity, any transaction that involves a change of control but in which we do not merge or consolidate and any transaction in which we do not sell our properties and assets substantially as an entirety. It is possible that this type of transaction may result in a reduction in our credit rating, may reduce our operating results or may impair our financial condition. Holders of the Notes, however, will have no approval right with respect to any transaction of this type.

Modification and Waiver of the Notes

There are three types of changes we can make to the Indenture and the Notes.

Changes Requiring Approval of All Holders

First, there are changes that cannot be made to the Indenture or the Notes without specific approval of each holder of a Note affected in any material respect by the change under the Indenture. Affected Notes may be all or less than all of the Notes. Following is a list of those types of changes:

- change the stated maturity of the principal or interest on any Note;
- reduce any amounts due on any Note;
- reduce the amount of principal payable upon acceleration of the maturity of any Note following a default;
- change the place or currency of payment on any Note;
- impair a holder’s right to sue for payment;
- reduce the percentage of holders of Notes whose consent is needed to modify or amend the Indenture;
- reduce the percentage of holders of Notes whose consent is needed to waive compliance with certain provisions of the Indenture or to waive certain defaults; or
- modify any other aspect of the provisions dealing with modification and waiver of the Indenture.

Changes Requiring a Majority Vote

The second type of change to the Indenture and the Notes is the kind that requires a vote in favor by holders of Notes owning not less than a majority of the principal amount of each series affected by the modification or, if so provided and to the extent permitted by the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), of particular Notes affected thereby. Most changes fall into this category, except for clarifying changes and certain other changes that would not adversely affect in any material respect holders of the Notes. We may also obtain a waiver of a past default from the holders of Notes owning a majority of the principal amount of the Notes. However, we cannot obtain a waiver of a payment default or any other aspect of the Indenture or the Notes listed in the first category described above under “— Changes Requiring Approval of All Holders” unless we obtain the individual consent of each affected holder to the waiver.

Changes Not Requiring Approval

The third type of change to the Indenture and the Notes does not require any vote by holders of the Notes. This type is limited to clarifications and certain other changes that would not adversely affect in any material respect holders of the Notes.

We may also make changes or obtain waivers that do not adversely affect in any material respect a particular Note, even if they affect other Notes. In those cases, we do not need to obtain the approval of the holder of that Note; we need only obtain any required approvals from the holders of the affected Notes.

Further Details Concerning Voting

When taking a vote, we will use the U.S. dollar equivalent (as determined pursuant to the Indenture) in determining how much principal amount to attribute to the Euro Notes and the Sterling Notes.

The Notes of a series will not be considered outstanding, and therefore will not be eligible to vote, if we have given a notice of redemption and deposited or set aside in trust for you money for the payment or redemption of such notes. The Notes of a series will also not be eligible to vote if they have been fully defeased as described below under "Defeasance — Full Defeasance."

We will generally be entitled to set any day as a record date for the purpose of determining the holders of outstanding Notes that are entitled to vote or take other action under the Indenture. In certain limited circumstances, the Trustee will be entitled to set a record date for action by holders of the Notes. If we or the Trustee set a record date for a vote or other action to be taken by holders of the Notes, that vote or action may be taken only by persons who are holders of outstanding Notes on the record date. We or the Trustee, as applicable, may shorten or lengthen the period during which holders may take action.

Defeasance

Full Defeasance

If there is a change in U.S. federal tax law, as described below, we can legally release ourselves from any payment or other obligations on any series of Notes, called full defeasance, if we put in place the following arrangements for holders of such series to be repaid:

- We must deposit in trust for the benefit of all holders of the Dollar Notes, Euro Notes and Sterling Notes, as the case may be, a combination of money and notes or bonds of, respectively, the U.S. government, the Federal Republic of Germany and the United Kingdom or an agency or government-sponsored entity thereof (the obligations of which are backed by the full faith and credit of the applicable government), that will generate enough cash to make interest, principal and any other payments on the relevant series of Notes on their due dates.

- There must be a change in current U.S. federal tax law or an Internal Revenue Service ("IRS") ruling that lets us make the above deposit without causing the holders of the Notes of such series to be taxed on those Notes any differently than if we did not make the deposit and just paid the interest, principal and any premium and any other payments on the Notes on their scheduled payment dates ourselves. Under current federal tax law, the deposit and our legal release from the obligations pursuant to the Notes would be treated as though we took back those Notes and gave you your share of the cash and notes or bonds deposited in trust. In that event, you could recognize gain or loss on the Notes you give back to us.

- We must deliver to the Trustee a legal opinion of our counsel confirming the tax law change described above.

If we ever did accomplish full defeasance, as described above, you would have to rely solely on the trust deposit for repayment on the Notes of such series. You could not look to us for repayment in the unlikely event of any shortfall.

Covenant Defeasance

Under current U.S. federal tax law, we can make the same type of deposit as described above and we will be released from the restrictive covenants under the Notes of the relevant series. This is called covenant defeasance. In that event, you would lose the protection of these restrictive covenants but would gain the protection of having money and government or government agency notes or bonds set aside in trust to repay the Notes. In order to achieve covenant defeasance, we must do the following:

- deposit in trust for the benefit of all holders of the Dollar Notes, Euro Notes and Sterling Notes, as the case may be, a combination of money and notes or bonds of, respectively, the U.S. government, the Federal Republic of Germany and the United Kingdom or an agency or government-sponsored entity thereof (the obligations of which are backed by the full faith and credit of the applicable government), that will generate enough cash to make interest, principal and any other payments on the relevant series of Notes on their due dates; and

- deliver to the Trustee a legal opinion of our counsel confirming that under current U.S. federal income tax law we may make the above deposit without causing the holders to be taxed on the Notes of such series any differently than if we did not make the deposit and just paid the interest, principal and any premium and any other payments on the Notes on their scheduled payment dates ourselves.

If we accomplish covenant defeasance in respect of the Notes of a series, the events of default relating to breach of covenants and acceleration of maturity, described below under “Events of Default — What Is an Event of Default?” would no longer apply to the Notes of such series. Also, if we accomplish covenant defeasance in respect of the Notes of a series, you can still look to us for repayment of the Notes of such series if there were a shortfall in the trust deposit. In fact, if one of the remaining events of default occurred (such as a bankruptcy) and the Notes become immediately due and payable, there may be such a shortfall.

Events of Default

You will have special rights if an Event of Default (as defined below) occurs and is not cured, as described later in this subsection.

What Is an Event of Default?

The term “Event of Default” means, in respect of the Notes of a series, any of the following:

- We do not pay the principal or any premium on any Note of such series within 5 days of its due date.

- We do not pay interest on any Note of such series within 30 days of its due date.

- We remain in breach of any covenant or warranty of the Indenture for 60 days after we receive a notice of default stating we are in breach. The notice must be sent by either the Trustee or holders of 25% of the principal amount of the Notes of such series.

- We file for bankruptcy or certain other events of bankruptcy, insolvency or reorganization occur with respect to us.

Remedies if an Event of Default Occurs

If an Event of Default occurs, the Trustee will have special duties. In that situation, the Trustee will be obligated to use those of its rights and powers under the Indenture, and to use the same degree of care and skill in doing so, that a prudent person would use in that situation in conducting his or her own affairs. If an Event of Default has occurred and has not been cured with respect to the Notes of a series, the Trustee or the holders of at least 25% in principal amount of Notes of such series may declare the entire principal amount of all the Notes of such series to be due and immediately payable. This is called a declaration of acceleration of maturity. However, a declaration of acceleration of maturity may be cancelled, but only before a judgment or decree based on the acceleration has been obtained, by the holders of at least a majority in principal amount of the Notes of such series, *provided that* all other defaults have been cured and all payment obligations have been made current.

Except in cases of default, where the Trustee has the special duties described above, the Trustee is not required to take any action under the Indenture at the request of any holders unless such holders offer to the Trustee security or indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request. If security or indemnity reasonably satisfactory to the Trustee is provided, the holders of a majority in principal amount of the outstanding Notes of such series may direct the time, method and place of conducting any lawsuit or other formal legal action seeking any remedy available to the Trustee with respect to the Notes. These majority holders may also direct the Trustee in performing any other action under the Indenture with respect to the Notes of such series.

Before you bypass the Trustee and bring your own lawsuit or other formal legal action or take other steps to enforce your rights or protect your interests relating to the Notes, the following must occur:

- the registered holder of your Note must give the Trustee written notice that an Event of Default has occurred and remains uncured;
- the holders of 25% in principal amount of all outstanding Notes of the relevant series must make a written request that the Trustee take action because of the default, and must offer reasonable indemnity to the Trustee against the costs, expenses and liabilities of taking that action; and
- the Trustee must have not taken action for 60 days after receipt of the above notice and offer of indemnity.

However, you are entitled at any time to bring a lawsuit for the payment of money due on your Note on or after its due date.

We will give to the Trustee every year a written statement of certain of our officers certifying that, to their best knowledge, we are in compliance with the Indenture and the Notes, or else specifying any default.

Exchange and Transfer

Holders may have Notes of a series broken into more Notes of such series of smaller denominations that are Authorized Denominations or combined into fewer Notes of such series of larger denominations, as long as the total principal amount is not changed. This is called an exchange.

Subject to the restrictions relating to Notes represented by global securities, holders may exchange or transfer Notes at the office or agency of AIG in any place where the principal of and any premium or interest on this Note are payable. They may also replace lost, stolen or mutilated Notes at the office of the Trustee. The Trustee acts as our agent for registering Notes in the names of holders and transferring Notes. We may change this appointment to another entity or perform it ourselves. The entity performing the role of maintaining the list of registered holders is called the security registrar. It will also perform transfers. The Trustee’s agent may require an indemnity before replacing any Notes.

Holders will not be required to pay a service charge to transfer or exchange Notes, but holders may be required to pay for any tax or other governmental charge associated with the exchange or transfer. The transfer or exchange will only be made if the security registrar is satisfied with your proof of ownership.

In the event of any redemption, neither we nor the Trustee will be required to:

- issue, register the transfer of or exchange Notes of a series during the period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Notes of such series and ending at the close of business on the day of such mailing; or
- transfer or exchange any Notes so selected for redemption in whole or in part, except, in the case of any Notes being redeemed in part, any portion thereof not being redeemed.

Notices

We and the Trustee will send notices regarding the Notes only to holders, using their addresses as listed in the Trustee's records.

Governing Law

The Indenture and the Notes will be governed by, and construed in accordance with, the laws of the State of New York.

Our Relationship with the Trustee

The Bank of New York Mellon is one of our lenders and from time to time provides other banking services to us and our subsidiaries.

The Bank of New York Mellon serves as the trustee for our debt securities and our subordinated debt securities. Consequently, if an actual or potential event of default occurs with respect to any of these securities, the trustee may be considered to have a conflicting interest for purposes of the Trust Indenture Act. In that case, the trustee may be required to resign under one or more of the indentures and we would be required to appoint a successor trustee. For this purpose, a "potential" event of default means an event that would be an event of default if the requirements for giving us default notice or for the default having to exist for a specific period of time were disregarded.

Form, Denomination and Registration

We will issue the New Dollar Notes in denominations of $150,000 and integral multiples of $1,000 in excess thereof, the New Euro Notes in denominations of €100,000 and integral multiples of €1,000 in excess thereof and the New Sterling Notes in denominations of £100,000 and integral multiples of £1,000 in excess thereof.

New Dollar Notes

One or more global notes evidencing the New Dollar Notes will be deposited on behalf of DTC and registered in the name of Cede & Co. ("Cede"), as DTC's nominee, for the account of DTC. Except as set forth below, the record ownership of the global notes evidencing the New Dollar Notes may be transferred, in whole or in part, only to DTC, another nominee of DTC or to a successor of DTC or its nominee.

Holders may hold their interest in any of the global notes evidencing New Dollar Notes directly through DTC, or indirectly through organizations which are participants in DTC. Transfers between participants will be

effected in the ordinary way in accordance with DTC rules and will be settled in immediately available funds. Holders may also hold their interests in any of the global notes evidencing New Dollar Notes through Clearstream or Euroclear as participants, or through organizations that are participants in Euroclear or Clearstream. Euroclear and Clearstream will hold interests in the global notes evidencing the New Dollar Notes on behalf of their participants through DTC. Transfers between Euroclear participants and between Clearstream participants will be effected in the ordinary way in accordance with the respective rules and operating procedures of Euroclear and Clearstream.

Cross-market transfers between DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream participants, on the other, will be effected in DTC in accordance with DTC rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with its rules and procedures and within its established deadlines. Euroclear or Clearstream will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving beneficial interests in the global note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC.

Because of time zone differences, the securities account of a Euroclear participant or Clearstream participant acquiring a beneficial interest in a global note from another participant will be credited during the securities settlement processing day immediately following the DTC settlement date and such credit of any transactions in beneficial interests in such global note settled during such processing will be reported to the relevant Euroclear participant or Clearstream participant on that business day. Cash received in Euroclear or Clearstream as a result of sales of beneficial interests in a global note by or through a Euroclear participant or Clearstream participant to another participant will be received with value on the DTC settlement date but will be available in the relevant Euroclear or Clearstream cash account only as of the business day following settlement in DTC.

Holders of New Dollar Notes who are not participants may beneficially own interests in a global note held by DTC only through participants, including Euroclear or Clearstream, or certain banks, brokers, dealers, trust companies and other parties that clear through or maintain a custodial relationship with a participant, either directly or indirectly, and have indirect access to the DTC system. So long as Cede, as the nominee of DTC, is the registered owner of any global note, Cede for all purposes will be considered the sole holder of that global note. Except as provided below under "— Special Situations in which Notes Will Be Issued in Definitive Form," owners of beneficial interests in a global note will not be entitled to have certificates registered in their names, will not receive physical delivery of certificates in definitive form, and will not be considered the holder thereof.

Neither we nor the Trustee (or any registrar or paying agent) will have any responsibility for the performance by DTC, Euroclear or Clearstream or any of the participants, indirect participants, Euroclear participants or Clearstream participants of their respective obligations under the rules and procedures governing their operations. DTC has advised us that it will take any action permitted to be taken by a holder of New Dollar Notes only at the direction of one or more participants whose DTC accounts are credited with interests in a global note.

DTC has informed us as follows:

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities that DTC participants deposit with DTC. DTC also facilitates the post-trade settlement among DTC participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and

pledges between DTC participants' accounts. This eliminates the need for physical movement of securities certificates. DTC participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Indirect access to the DTC system is also available to others such as both U.S. and non-U.S. brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a participant, either directly or indirectly. The rules applicable to DTC and DTC participants are on file with the SEC.

Acquisitions of New Dollar Notes within the DTC system must be made by or through DTC participants, which will receive a credit for the New Dollar Notes on DTC's records. The ownership interest of each actual acquirer of each New Dollar Note is, in turn, to be recorded on the direct and indirect participants' records, including Euroclear and Clearstream. Transfers of ownership interests in the New Dollar Notes are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive written confirmation from DTC of their acquisition. Beneficial owners will not receive certificates representing their ownership interests in New Dollar Notes, except in the limited circumstances described below under "— Special Situations in which Notes Will Be Issued in Definitive Form."

The deposit of New Dollar Notes with DTC and their registration in the name of Cede & Co. or such other nominee will not change the beneficial ownership of the New Dollar Notes. DTC has no knowledge of the actual beneficial owners of the New Dollar Notes; DTC's records reflect only the identity of the direct participants to whose accounts such New Dollar Notes are credited, which may or may not be the beneficial owners. The participants are responsible for keeping account of their holdings on behalf of their customers.

Principal and interest payments and any other payments on the New Dollar Notes will be made to DTC by wire transfer of immediately available funds. DTC's usual practice is to credit direct participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee on the relevant payment date in accordance with their respective holdings shown on DTC's records. Payments by DTC participants to beneficial owners will be governed by standing instructions and customary practices and will be the responsibility of such participants and not of DTC, the Trustee or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of distributions to Cede & Co. (or other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to direct participants are the responsibility of DTC, and disbursements of such payments to the beneficial owners are the responsibility of direct and indirect participants. Neither we nor the Trustee (or any registrar or paying agent) will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the global notes or for maintaining, supervising or reviewing any records relating to those beneficial ownership interests. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be accurate, but we assume no responsibility for the accuracy thereof.

DTC may discontinue providing its services as securities depositary with respect to the New Dollar Notes at any time by giving reasonable notice to us.

New Euro Notes and New Sterling Notes

New Euro Notes and New Sterling Notes will be evidenced by one or more global notes held in the name of, and deposited with, a common depositary on behalf of Euroclear or Clearstream and not with DTC.

Upon the issuance of the New Notes, Euroclear and/or Clearstream will credit, on their book-entry registration and transfer system, the respective principal amounts of the New Euro Notes and New Sterling Notes represented by the global securities to the accounts of persons that have accounts with Euroclear and/or

Clearstream. Ownership of beneficial interests in the New Euro Notes and New Sterling Notes will be shown on, and the transfer of that ownership will be effected only through, records maintained by Euroclear and/or Clearstream (with respect to interests of participants) or by participants or persons that hold through participants (with respect to interests of persons other than participants).

Investors may hold their interests in the global notes evidencing New Euro Notes and New Sterling Notes directly through Euroclear or Clearstream, if they are participants in such systems, or indirectly through organizations that are participants in such systems.

Investors will be able to make and receive through Euroclear and Clearstream payments, deliveries, transfers, exchanges, notices and other transactions involving any global notes held through those systems only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other financial institutions are open for business in the United States. In addition, because of time-zone differences, U.S. investors who hold their interests in the global notes through these systems and wish to transfer their interests, or to receive or make a payment or delivery or exercise any other right with respect to their interests, on a particular day may find that the transaction will not be effected until the next business day in Luxembourg or Brussels, as applicable. Thus, investors who wish to exercise rights that expire on a particular day may need to act before the expiration date.

A global security may not be transferred to or registered in the name of anyone other than the depositary or its nominee, unless special termination situations arise. We describe those situations below under "— Special Situations in which Notes Will Be Issued in Definitive Form." As a result of these arrangements, the common depositary, or its nominee, will be the sole registered owner and holder of the global notes, and investors will be permitted to own only indirect interests in a global security. Indirect interests must be held by means of an account with a broker, bank or other financial institution that in turn has an account with Euroclear or Clearstream or with another institution that does.

Euroclear

Euroclear has informed us as follows:

Euroclear holds securities and book-entry interests in securities for participating organizations and facilitates the clearance and settlement of securities transactions between Euroclear participants, and between Euroclear participants and participants of certain other securities intermediaries, through electronic book-entry changes in accounts of those participants or other securities intermediaries. Euroclear provides Euroclear participants, among other things, with safekeeping, administration, clearance and settlement, securities lending and borrowing, and related services. Euroclear participants are investment banks, securities brokers and dealers, banks, central banks, supranationals, custodians, investment managers, corporations, trust companies and certain other organizations. Nonparticipants in the Euroclear System may hold and transfer book-entry interests in the New Notes through accounts with a participant in the Euroclear System or any other securities intermediary that holds a book-entry interest in the New Notes through one or more securities intermediaries standing between such other securities intermediary and Euroclear. This information is published on Euroclear's website: *www.euroclear.com*. This information has been accurately reproduced and, as far as AIG is aware and is able to ascertain from information published by Euroclear, no facts have been omitted which would render this information materially inaccurate or misleading.

Investors electing to acquire a beneficial interest in New Notes through an account with Euroclear or some other securities intermediary must follow the settlement procedures of that intermediary with respect to the settlement of new issues of securities.

Investors electing to acquire, hold or transfer a beneficial interest in New Notes through an account with Euroclear or some other securities intermediary must follow the settlement procedures of that intermediary with

respect to the settlement of secondary market transactions in the New Notes. Investors that acquire, hold and transfer interests in the New Notes by book-entry through accounts with Euroclear or any other securities intermediary are subject to the laws and contractual provisions governing their relationship with their intermediary, as well as the laws and contractual provisions governing the relationship between such intermediary and each other intermediary, if any, standing between themselves and the investor.

Euroclear has advised that, under Belgian law, investors that are credited with securities on the records of Euroclear have a co-property right in the fungible pool of interests in securities on deposit with Euroclear in an amount equal to the amount of interests in securities credited to their accounts. In the event of the insolvency of Euroclear, Euroclear participants would have a right under Belgian law to the return of the amount and type of interests in securities credited to their accounts with Euroclear. If Euroclear did not have a sufficient amount of interests in securities on deposit of a particular type to cover the claims of all participants credited with such interests in securities on Euroclear's records, all participants having an amount of interests in securities of such type credited to their accounts with Euroclear would have the right under Belgian law to the return of their pro rata share of the amount of interests in securities actually on deposit. Under Belgian law, Euroclear is required to pass on the benefits of ownership in any interests in New Notes on deposit with it (such as dividends, voting rights and other entitlements) to any person credited with such interests in securities on its records.

Distributions with respect to the New Notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear participants in accordance with the Euroclear terms and conditions.

The information in this section concerning Euroclear and Euroclear's book-entry system has been accurately reproduced from sources that we believe to be reliable, but we assume no responsibility for the performance of Euroclear or its participants of their respective obligations as described herein or under the rules and procedures governing their respective operations.

Clearstream

Clearstream has informed us as follows:

Clearstream is incorporated under the laws of Luxembourg and licensed as a bank and professional depositary. Clearstream holds securities for its participating organizations and facilitates the clearance and settlement of securities transactions among its participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Clearstream provides to its participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. Clearstream has established an electronic bridge with the Euroclear operator to facilitate the settlement of trades between Euroclear and Clearstream. As a registered bank in Luxembourg, Clearstream is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector. Clearstream customers are recognized financial institutions around the world, securities brokers and dealers, banks, trust companies and clearing corporations. In the United States, Clearstream customers are limited to securities brokers and dealers and banks. Other institutions that maintain a custodial relationship with a Clearstream customer may obtain indirect access to Clearstream. This information is published on Clearstream's website: *www.clearstream.com*.

Distributions with respect to New Notes held beneficially through Clearstream will be credited to cash accounts of Clearstream participants in accordance with its rules and procedures.

The information in this section concerning Clearstream and Clearstream's book-entry system has been accurately reproduced from sources that we believe to be reliable, but we assume no responsibility for the performance of Clearstream or its participants of their respective obligations as described herein or under the rules and procedures governing their respective operations.

Special Situations in which Notes Will Be Issued in Definitive Form

Notes represented by a global note will be exchangeable for Note certificates, registered in the names of owners of beneficial interests in the global notes, with the same terms and in authorized denominations, only if:

- the relevant depositary notifies us that it is unwilling, unable or no longer permitted under applicable law to continue as depositary for that global note and we do not appoint another institution to act as depositary within 90 days;
- we notify the Trustee that we wish to terminate that global note; or
- an event of default has occurred with regard to the Notes and has not been cured or waived.

In any such instance, an owner of a beneficial interest in the global note will be entitled to physical delivery in definitive form of Notes represented by such global note equal in principal amount to that beneficial interest and to have those Notes registered in its name. Notes so issued in definitive form will be issued as registered Notes unless otherwise specified by us. Our definitive Notes can be transferred by presentation for registration to the registrar at its New York offices and must be duly endorsed by the holder or his or her attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer in form satisfactory to us or the Trustee duly executed by the holder or his or her attorney duly authorized in writing. We may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any exchange or registration of transfer of definitive Notes.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion summarizes the material United States federal income tax consequences of the exchange offer. It applies to you only if you tender your Old Notes for New Notes in the exchange offer. This section is based on the Internal Revenue Code of 1986, as amended, its legislative history, existing and proposed regulations, and published rulings and court decisions, all as currently in effect and subject to change, possibly with retroactive effect.

The exchange of Old Notes for New Notes will not be treated as a taxable transaction for United States federal income tax purposes. The New Notes you receive will be treated as a continuation of your investment in the Old Notes. As a result, you will not recognize gain or loss upon the exchange of your Old Notes for New Notes. In addition, your basis and holding period in the New Notes will be the same as your basis and holding period in the Old Notes exchanged therefor.

IF YOU ARE CONSIDERING EXCHANGING YOUR OLD NOTES FOR NEW NOTES, YOU SHOULD CONSULT YOUR OWN TAX ADVISORS CONCERNING THE TAX CONSEQUENCES OF THE EXCHANGE ARISING UNDER STATE, LOCAL OR FOREIGN LAWS.

BENEFIT PLAN INVESTOR CONSIDERATIONS

A fiduciary of a pension, profit-sharing or other employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA," and each such plan, a "Plan"), should consider the fiduciary standards of ERISA in the context of the Plan's particular circumstances before authorizing an investment in the New Notes. Among other factors, the fiduciary should consider whether the investment would satisfy the prudence and diversification requirements of ERISA and would be consistent with the documents and instruments governing the Plan, and whether the investment would involve a prohibited transaction under ERISA or the Internal Revenue Code of 1986, as amended (the "Code").

Section 406 of ERISA and Section 4975 of the Code prohibit Plans, as well as individual retirement accounts, Keogh plans and any other plans that are subject to Section 4975 of the Code (also "Plans"), from engaging in certain transactions involving "plan assets" with persons who are "parties in interest" under ERISA or "disqualified persons" under the Code with respect to the Plan. A violation of these prohibited transaction rules may result in excise tax or other liabilities under ERISA or the Code for those persons, unless exemptive relief is available under an applicable statutory, regulatory or administrative exemption. Employee benefit plans that are governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA) and non-U.S. plans (as described in Section 4(b)(4) of ERISA) ("Non-ERISA Arrangements") are not subject to the requirements of Section 406 of ERISA or Section 4975 of the Code but may be subject to similar provisions under applicable federal, state, local, non-U.S or other laws ("Similar Laws").

We and certain of our affiliates may each be considered a party in interest and a disqualified person with respect to many Plans. The acquisition or holding of the New Notes by a Plan or any entity whose underlying assets include "plan assets" by reason of any Plan's investment in the entity (a "Plan Asset Entity") with respect to which we, the underwriters or any of our respective affiliates is or becomes a party in interest or disqualified person may result in a prohibited transaction under ERISA or Section 4975 of the Code, unless the New Notes are acquired and held pursuant to an applicable exemption. The U.S. Department of Labor has issued five prohibited transaction class exemptions, or "PTCEs," that may provide exemptive relief if required for direct or indirect prohibited transactions that may arise from the acquisition or holding of the New Notes. These exemptions are PTCE 84-14 (for certain transactions determined by independent qualified professional asset managers), PTCE 90-1 (for certain transactions involving insurance company pooled separate accounts), PTCE 91-38 (for certain transactions involving bank collective investment funds), PTCE 95-60 (for transactions involving certain insurance company general accounts), and PTCE 96-23 (for transactions managed by in-house asset managers). In addition, ERISA Section 408(b)(17) and Section 4975(d)(20) of the Code provide an exemption for the acquisition and disposition of the New Notes, *provided that* neither the issuer of the New Notes nor any of its affiliates have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any Plan involved in the transaction, and *provided further that* the Plan pays no more and receives no less than "adequate consideration" in connection with the transaction (the "service provider exemption"). There can be no assurance that all of the conditions of any such exemptions will be satisfied.

Because of the foregoing, the New Notes should not be acquired or held by any person investing "plan assets" of any Plan, Plan Asset Entity or Non-ERISA Arrangement, unless such acquisition and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or similar violation of any applicable Similar Laws.

Any acquiror or holder of the New Notes or any interest therein will be deemed to have represented by its acquisition and holding of the New Notes or any interest therein that it either (1) is not a Plan, a Plan Asset Entity or a Non-ERISA Arrangement and is not acquiring or holding the New Notes on behalf of or with the assets of any Plan, a Plan Asset Entity or Non-ERISA Arrangement or (2) the acquisition and holding of the New Notes will not constitute a non-exempt prohibited transaction or a similar violation under any applicable Similar Laws.

Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is important that fiduciaries or other persons considering acquiring the New Notes on behalf of or with the assets of any Plan, a Plan Asset Entity or Non-ERISA Arrangement consult with their counsel regarding the availability of exemptive relief under any of the PTCEs listed above, the service provider exemption or the potential consequences of any acquisition or holding under Similar Laws, as applicable. Acquirors of the New Notes have exclusive responsibility for ensuring that their acquisition and holding of the New Notes do not violate the fiduciary or prohibited transaction rules of ERISA or the Code or any similar provisions of Similar Laws. The transfer of any New Notes to a Plan, Plan Asset Entity or Non-ERISA Arrangement is in no respect a representation by us or any of our affiliates or representatives that an investment in the New Notes meets all relevant legal requirements with respect to investments by any such Plans, Plan Asset Entities or Non-ERISA Arrangements generally or any particular Plan, Plan Asset Entity or Non-ERISA Arrangement or that such investment is appropriate for such Plans, Plan Asset Entities or Non-ERISA Arrangements generally or any particular Plan, Plan Asset Entity or Non-ERISA Arrangement.

Representation

Any acquiror or holder of the New Notes or any interest therein represents by its acquisition and holding of the New Notes that it either (1) is not a Plan, a Plan Asset Entity or a Non-ERISA Arrangement and it is not acquiring or holding the New Notes on behalf of or with the assets of any Plan, a Plan Asset Entity or Non-ERISA Arrangement or (2) neither the acquisition nor the holding of the New Notes will constitute a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Code or under any applicable Similar Laws.

PLAN OF DISTRIBUTION

Each broker-dealer that receives New Notes for its own account pursuant to the exchange offer in exchange for Old Notes that it acquired as a result of market-making or other trading activities must comply with all applicable prospectus delivery obligations in connection with any resale of the New Notes and provide AIG with a signed acknowledgment of compliance. A broker-dealer may use this prospectus, as amended or supplemented from time to time, in connection with resales of New Notes received in exchange for Old Notes where such broker-dealer acquired Old Notes as a result of market-making activities or other trading activities. We have agreed in the Registration Rights Agreement that for a period of up to 30 days after the completion of the exchange offer, we will make available a prospectus, as amended or supplemented, meeting the requirements of the Securities Act to any broker-dealer for use in connection with those resales, and promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests these documents in the letter of transmittal. We have agreed in the Registration Rights Agreement to pay all expenses incident to the exchange offer, other than the commissions or concessions of any broker or dealer.

Broker-dealers that acquired the Old Notes directly from AIG, but not as a result of market-making activities or other trading activities, must comply with all applicable registration and prospectus delivery requirements of the Securities Act in connection with a resale of the New Notes.

We will not receive any proceeds from any sale of New Notes by broker-dealers. Broker-dealers may sell New Notes received by them for their own account pursuant to the exchange offer from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the New Notes or a combination of those methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any broker-dealer or the purchasers of any New Notes.

Any broker-dealer that resells New Notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such New Notes may be deemed to

be an “underwriter” within the meaning of the Securities Act, and any profit on any such resale of New Notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will comply with all applicable prospectus delivery requirements of the Securities Act, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

NOTICE TO CERTAIN NON-U.S. HOLDERS

General

No action has been or will be taken in any jurisdiction that would permit a public offering of the New Notes or the possession, circulation or distribution of this prospectus or any material relating to us, the Old Notes or the New Notes in any jurisdiction where action for that purpose is required. Accordingly, the New Notes offered in the exchange offer may not be offered, sold or exchanged, directly or indirectly, and neither this prospectus nor any other offering material or advertisements in connection with the exchange offer may be distributed or published, in or from any such country or jurisdiction, except in compliance with any applicable rules or regulations of any such country or jurisdiction.

The distribution of this prospectus in certain jurisdictions may be restricted by law. Persons into whose possession this prospectus comes are required by us and the exchange agent to inform themselves about, and to observe, any such restrictions.

This prospectus does not constitute an invitation to participate in the exchange offer in any jurisdiction in which, or to any person to whom, it is unlawful to make such invitation or for there to be such participation under applicable laws.

We will issue the New Dollar Notes in denominations of $150,000 and integral multiples of $1,000 in excess thereof, the New Euro Notes in denominations of €100,000 and integral multiples of €1,000 in excess thereof and the New Sterling Notes in denominations of £100,000 and integral multiples of £1,000 in excess thereof. We will not accept any individual tender of a series of Old Notes in a principal amount less than $150,000 in the case of the Old Dollar Notes, €100,000 in the case of the Old Euro Notes and £100,000 in the case of the Old Sterling Notes.

Each holder of Old Notes participating in the exchange offer will be deemed to give certain representations as set out in “Exchange Offer — Representations on Tendering Old Notes.” Any offer of Old Notes for exchange pursuant to the exchange offer from a holder of Old Notes that is unable to make these representations will not be accepted. Each of AIG and the exchange agent reserve the right, in their absolute discretion, to investigate, in relation to any offer of Old Notes for exchange pursuant to the exchange offer, whether any such representation given by a holder of Old Notes is correct and, if such investigation is undertaken and as a result AIG determines (for any reason) that such representation is not correct, such offer shall not be accepted.

Austria

Any information provided in this prospectus does not constitute an offer to the public or an invitation to the public to make an offer for the acquisition of New Notes by Austrian investors. The New Notes are exclusively offered in a private placement to a limited number (less than 100) individually selected investors in Austria or on the basis of exemptions from prospectus or registration requirements, such as the exemption under Section 3 numeral 11 of the Austrian Capital Market Act applicable for qualified investors. Therefore, the exchange offer is not a prospectus pursuant to the Austrian Capital Markets Act or the Austrian Investment Funds Act or any other Austrian law and has not been approved by or registered with any public authority in Austria. This prospectus and any other materials relating to the New Notes are strictly confidential and may not be distributed to any person or entity other than the recipients hereof. This prospectus as well as any information contained therein may not be supplied to the public in Austria or used in connection with any offer for subscription or sale of the New Notes to the public in Austria. The New Notes must not be offered by public advertisement or in any similar manner in Austria. This prospectus and any other materials relating to the New Notes are for marketing purposes only and do not constitute investment advice.

Denmark

This prospectus does not constitute a prospectus under Danish securities law and consequently is not required to be nor has been filed with or approved by the Danish Financial Supervisory Authority as this prospectus either (i) has not been prepared in the context of a public offering of securities in Denmark or the admission of securities to trading on a regulated market within the meaning of the Danish Securities Trading Act or any Executive Orders issued pursuant thereto, or (ii) has been prepared in the context of a public offering of securities in Denmark or the admission of securities to trading on a regulated market in reliance on one or more of the exemptions from the requirement to prepare and publish a prospectus under the Danish Securities Trading Act or any Executive Orders issued pursuant thereto. Accordingly, this prospectus may not be made available nor may the New Notes otherwise be marketed and offered for sale in Denmark other than in circumstances which are deemed not to be considered as marketing of the New Notes in Denmark or an offer of the New Notes to the public in Denmark.

France

No prospectus has been prepared in connection with the offering of the New Notes that has been approved by the French *Autorité des marchés financiers* or by the competent authority of another State that is a contracting party to the Agreement on the European Economic Area and notified to the French *Autorité des marchés financiers*; no New Notes have been offered or sold nor will be offered or sold, directly or indirectly, to the public in France; the prospectus or any other offering material relating to the New Notes have not been distributed or caused to be distributed and will not be distributed or caused to be distributed to the public in France; such offers, sales and distributions have been and shall only be made in France to (i) qualified investors (*investisseurs qualifiés*) other than individuals investing for their own account, as defined in and in accordance with Articles L. 411-2, D. 411-1, D. 411-2, D. 734-1, D. 744-1, D. 754-1 and D. 764-1 of the *Code monétaire et financier* or (ii) persons providing investment services relating to portfolio management for the account of third-parties. The direct or indirect distribution to the public in France of any so acquired New Notes may be made only as provided by Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the *Code monétaire et financier* and applicable regulations thereunder. Investors in France and persons into whose possession offering materials come must inform themselves about, and observe, any such restrictions.

Hong Kong

The New Notes may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), or (ii) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong), and no advertisement, invitation or document relating to the New Notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to New Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

This prospectus is strictly confidential to the person to whom it is addressed and must not be distributed, published, reproduced or disclosed (in whole or in part) by you to any other person in Hong Kong or used for any purpose in Hong Kong other than in connection with your consideration of the exchange offer.

Ireland

The exchange offer is not being made, directly or indirectly, to the general public in Ireland and no offers or sales of any New Notes under or in connection with the exchange offer may be effected except in conformity with the provisions of Irish law including:

(a) the Irish Companies Acts 1963 to 2009;

(b) the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland (as the foregoing may be amended, supplemented, varied and/or replaced from time to time);

(c) EU Directive 2003/6/EC on insider dealing and market manipulation, Irish market abuse law (as defined in the Investment Funds Companies and Miscellaneous Provisions Act, 2005), the Market Abuse (Directive 2003/6/EC) Regulations 2005 (S.I. No. 342 of 2005) and any rules issued under section 34 of the Investment Funds, Companies and Miscellaneous Provisions Act, 2005 (as each of the foregoing may be amended, supplemented, varied and/or replaced from time to time);

(d) the provisions of (A) the Investor Compensation Act, 1998 including, without limitation, Section 21 thereof; (B) the Irish Investment Intermediaries Act, 1995 (as amended) and any codes of conduct, other requirements and guidance issued in connection therewith; and (C) the European Communities (Markets in Financial Instruments) Regulations, 2007 (S.I. 60 of 2007) (as amended) including, without limitation, Parts 6, 7 and 12 thereof and any codes of conduct, other requirements and guidance issued in connection therewith (as each of the foregoing may be amended, supplemented, varied and/or replaced from time to time); and

(e) the provisions of the Central Bank Acts 1942-2010 and any codes of conduct made under Section 117(1) of the Central Bank Act, 1989 (as amended).

Italy

None of the exchange offer, this prospectus or any other documents or materials relating to the exchange offer have been or will be submitted to the clearance procedure of the CONSOB, pursuant to applicable Italian laws and regulations.

The exchange offer is being carried out in Italy as exempted offers pursuant to Article 101-bis, paragraph 3-bis of the Financial Services Act and article 35-bis, paragraph 3 and/or paragraph 4, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (the “Issuers’ Regulation”), as the case may be.

A holder located in Italy can participate in the exchange offer only if (i) the New Notes offered to it in exchange for the Old Notes have an aggregate nominal amount equal to or greater than €50,000, or its equivalent in another currency or (ii) it is a qualified investor (*investitore qualificato*), as defined pursuant to Article 100, paragraph 1, letter (a) of the Financial Services Act and Article 34-ter, paragraph 1, letter b) of the Issuers’ Regulation (an “Eligible Italian Investor”). Accordingly, holders of Old Notes located in Italy that do not qualify as Eligible Italian Investors may not participate in the exchange offer and neither this prospectus nor any other documents or materials relating to the exchange offer may be distributed or otherwise made available to them.

Eligible Italian investors can offer to exchange Old Notes, through authorized persons (such as investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007, as amended from time to time, and Legislative Decree No. 385 of September 1, 1993, as amended) and in compliance with applicable laws and regulations or with requirements imposed by CONSOB or any other Italian authority.

Japan

The New Notes have not been and will not be registered under Article 4, Paragraph 1 of the FIEL since the offering in Japan constitutes the private placement to QIIs under Article 2, Paragraph 3, Item 2-A of the FIEL. No offer or sale of any securities may be made, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan. Any transfer of the New Notes is prohibited except where it is transferred to QIIs.

Singapore

The offer of New Notes by AIG is made only to and directed at, and the New Notes are only available to, persons in Singapore who are existing holders of Old Notes previously issued by AIG. This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the New Notes may not be circulated or distributed, nor may the New Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) existing holders of Old Notes or (ii) pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision (4) of Division 1 of Part XIII of the Securities and Futures Act, Chapter 289 of Singapore.

United Kingdom

The communication of this prospectus and any other documents or materials relating to the exchange offer is not being made and such documents and/or materials have not been approved by an authorized person for the purpose of section 21 of the Financial Services and Markets Act 2000. Accordingly, the exchange offer and such other documents and/or materials are not being distributed to, and must not be passed on to, the general public in the United Kingdom. The exchange offer and such other documents and/or materials are only being distributed to, and are only directed at, persons who are (1) persons who are outside the United Kingdom or (2) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") or (3) high net worth entities, and or other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (each such person being referred to as a "Relevant Person"). **This prospectus is only available to Relevant Persons and the transactions contemplated herein will be available only to, or engaged in only with, Relevant Persons, and this document must not be relied or acted upon by persons other than Relevant Persons**.

VALIDITY OF THE NEW NOTES

The validity of the New Notes will be passed upon by Sullivan & Cromwell LLP, New York, New York.

EXPERTS

The consolidated financial statements and the financial statement schedules incorporated in this prospectus by reference to AIG's Current Report on Form 8-K dated May 4, 2012 and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to AIG's Annual Report on Form 10-K for the year ended December 31, 2011 have been so incorporated in reliance upon the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of AIA Group Limited incorporated in this prospectus by reference to AIG's Amendment No. 1 on Form 10-K/A to its Annual Report on Form 10-K for the year ended December 31, 2011 have been so incorporated in reliance upon the report of PricewaterhouseCoopers, independent accountants, given on the authority of said firm as experts in auditing and accounting.

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AMERICAN INTERNATIONAL GROUP, INC.

OFFER TO EXCHANGE UP TO

$256,161,000 REGISTERED 6.820% DOLLAR NOTES DUE NOVEMBER 15, 2037 FOR ANY AND ALL OUTSTANDING 6.820% DOLLAR NOTES DUE NOVEMBER 15, 2037

€420,975,000 REGISTERED 6.797% EURO NOTES DUE NOVEMBER 15, 2017 FOR ANY AND ALL OUTSTANDING 6.797% EURO NOTES DUE NOVEMBER 15, 2017

£662,222,000 REGISTERED 6.765% STERLING NOTES DUE NOVEMBER 15, 2017 FOR ANY AND ALL OUTSTANDING 6.765% STERLING NOTES DUE NOVEMBER 15, 2017

PROSPECTUS
, 2012

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. ***Indemnification of Directors and Officers***

The restated certificate of incorporation of AIG provides that AIG shall indemnify to the full extent permitted by law any person made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she, or his or her testator or intestate, is or was a director, officer or employee of AIG or serves or served any other enterprise at the request of AIG. Section 6.4 of AIG's by-laws contains a similar provision. The restated certificate of incorporation of AIG also provides that a director will not be liable to AIG or its shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent that the exemption from liability or limitation thereof is not permitted by the Delaware General Corporation Law.

Section 145 of the Delaware General Corporation Law permits indemnification against expenses, fines, judgments and settlements incurred by any director, officer, employee or agent of a company in the event of pending, threatened or completed civil, criminal, administrative or investigative proceedings, if such person was, or was threatened to be, made a party by reason of the fact that he or she is or was a director, officer, employee or agent of the company. Section 145 also provides that the indemnification provided for therein shall not be deemed exclusive of any other rights to which those seeking indemnification may otherwise be entitled.

AIG has entered into indemnification agreements with each of its directors to the same effect as Section 6.4 of AIG's by-laws.

In addition, AIG and its subsidiaries maintain a directors' and officers' liability insurance policy.

Item 21. ***Exhibits and Financial Statement Schedules***

See Exhibits Index which is incorporated herein by reference.

Item 22. ***Undertakings***

The undersigned Registrant hereby undertakes:

(a)(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement; notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unexchanged at the termination of the offering.

(b) That, for purposes of determining any liability under the Securities Act of 1933, each filing of AIG's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(d) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

(e) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing

provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted against the Registrant by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in The City of New York, State of New York, on this 2nd day of August, 2012.

AMERICAN INTERNATIONAL GROUP, INC.

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

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Robert H. Benmosche and David L. Herzog, and each of them severally, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities to sign the registration statement on Form S-4 of American International Group, Inc. and any and all amendments (including pre-effective and post-effective amendments thereto) and to file the same, with the exhibits thereto, and other documents in connection herewith, with the Securities and Exchange Commission, and grants unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing required or necessary to be done in and about the foregoing as fully for all intents and purposes as he or she might or could do in person, and hereby ratifies and confirms all that said attorneys-in-fact and agents or any of them, or his substitute or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

Signature	Title(s)	Date
/S/ ROBERT H. BENMOSCHE (Robert H. Benmosche)	Chief Executive Officer and Director (Principal Executive Officer)	August 2, 2012
/S/ DAVID L. HERZOG (David L. Herzog)	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	August 2, 2012
/S/ JOSEPH D. COOK (Joseph D. Cook)	Vice President and Controller (Principal Accounting Officer)	August 2, 2012
/S/ W. DON CORNWELL (W. Don Cornwell)	Director	August 2, 2012
/S/ JOHN H. FITZPATRICK (John H. Fitzpatrick)	Director	August 2, 2012
/S/ CHRISTOPHER S. LYNCH (Christopher S. Lynch)	Director	August 2, 2012

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Signature	Title(s)	Date
/S/ ARTHUR C. MARTINEZ (Arthur C. Martinez)	Director	August 2, 2012
/S/ GEORGE L. MILES, JR. (George L. Miles, Jr.)	Director	August 2, 2012
/S/ HENRY S. MILLER (Henry S. Miller)	Director	August 2, 2012
/S/ ROBERT S. MILLER (Robert S. Miller)	Director	August 2, 2012
/S/ SUZANNE NORA JOHNSON (Suzanne Nora Johnson)	Director	August 2, 2012
/S/ MORRIS W. OFFIT (Morris W. Offit)	Director	August 2, 2012
/S/ RONALD A. RITTENMEYER (Ronald A. Rittenmeyer)	Director	August 2, 2012
/S/ DOUGLAS M. STEENLAND (Douglas M. Steenland)	Director	August 2, 2012

EXHIBITS INDEX

Exhibit Number	Description	Location
3(i)(a)	Restated Certificate of Incorporation of AIG	Incorporated by reference to Exhibit 3.2 to AIG's Current Report on Form 8-K filed on July 13, 2011 (File No. 1-8787)
3(ii)(a)	AIG By-laws, amended August 10, 2009	Incorporated by reference to Exhibit 3(ii) to AIG's Current Report on Form 8-K filed on August 14, 2009 (File No. 1-8787)
4.1	Indenture, dated as of October 12, 2006, between AIG and The Bank of New York, as Trustee	Incorporated by reference to Exhibit 4.1 to AIG's Registration Statement on Form S-3, filed June 22, 2007 (File No. 333-143992)
4.2	Fourth Supplemental Indenture, dated as of April 18, 2007, between AIG and The Bank of New York, as Trustee	Incorporated by reference to Exhibit 4.1 to AIG's Registration Statement on Form S-3, filed June 22, 2007 (File No. 333-143992)
4.3	Eighth Supplemental Indenture, dated as of December 3, 2010, between AIG and The Bank of New York, as Trustee, including the form of note	Incorporated by reference to Exhibit 4.1 to AIG's Current Report on Form 8-K, filed on December 6, 2010 (File No. 1-8787)
4.4	Thirteenth Supplemental Indenture, dated as of November 15, 2011, between AIG and The Bank of New York, as Trustee, including the form of note (Dollar Notes)	Filed herewith
4.5	Fourteenth Supplemental Indenture, dated as of November 15, 2011, between AIG and The Bank of New York, as Trustee, including the form of note (Euro Notes)	Filed herewith
4.6	Fifteenth Supplemental Indenture, dated as of November 15, 2011, between AIG and The Bank of New York, as Trustee, including the form of note (Sterling Notes)	Filed herewith
4.7	Exchange Offer and Registration Rights Agreement, dated as of November 15, 2011, between AIG and the dealer managers listed therein	Filed herewith
5.1	Validity Opinion of Sullivan & Cromwell LLP	Filed herewith
8	Tax Opinion of Sullivan & Cromwell LLP	Filed herewith
12	Statement regarding computation of ratios of earnings to fixed charges	Incorporated by reference to Exhibit 99.4 to AIG's Current Report on Form 8-K filed on May 4, 2012 (File No. 1-8787) and Exhibit 12 to AIG's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012 (File No. 1-8787)

Exhibit Number	Description	Location
21	Subsidiaries of Registrant	Incorporated by reference to Exhibit 21 to AIG's Annual Report on Form 10-K for the year ended December 31, 2011 (File No. 1-8787)
23.1	Consent of PricewaterhouseCoopers LLP	Filed herewith
23.2	Consent of PricewaterhouseCoopers	Filed herewith
23.3	Consent of Sullivan & Cromwell LLP	Included in Exhibit 5.1
23.4	Consent of Sullivan & Cromwell LLP	Included in Exhibit 8
24	Powers of Attorney	Included in the signature pages of this registration statement
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of The Bank of New York Mellon, as Trustee	Filed herewith
99.1	Form of Letter of Transmittal	Filed herewith

Exhibit 4.4

AMERICAN INTERNATIONAL GROUP, INC.

Thirteenth Supplemental

Indenture

Dated as of November 15, 2011

(Supplemental to Indenture Dated as of October 12, 2006)

THE BANK OF NEW YORK MELLON,
as Trustee

THIRTEENTH SUPPLEMENTAL INDENTURE, dated as of November 15, 2011 (the "Thirteenth Supplemental Indenture"), between American International Group, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), and The Bank of New York Mellon, a New York banking corporation, as Trustee (herein called the "Trustee");

R E C I T A L S:

WHEREAS, the Company has heretofore executed and delivered to The Bank of New York Mellon, as trustee, an Indenture, dated as of October 12, 2006 (the "Base Indenture," and as supplemented by the Fourth Supplemental Indenture, dated as of April 18, 2007, and the Eighth Supplemental Indenture, dated as of December 3, 2010, the "Existing Indenture") (the Existing Indenture, as the same may be amended or supplemented from time to time, including by this Thirteenth Supplemental Indenture, the "Indenture"), providing for the issuance from time to time of the Company's unsecured debentures, notes or other evidences of indebtedness (herein and therein called the "Securities"), to be issued in one or more series;

WHEREAS, Section 901 of the Existing Indenture permits the Company and the Trustee to enter into an indenture supplemental to the Existing Indenture to establish the form and terms of additional series of Securities as permitted by Sections 201 and 301 of the Existing Indenture without the consent of the holders of the Securities;

WHEREAS, Section 201 of the Existing Indenture permits the form of Securities of any additional series of Securities to be established pursuant to an indenture supplemental to the Existing Indenture;

WHEREAS, Section 301 of the Existing Indenture permits the terms of any additional series of Securities to be established pursuant to an indenture supplemental to the Existing Indenture;

WHEREAS, the Company has authorized the issuance of $256,161,000 in aggregate principal amount of its 6.820% Dollar Notes Due November 15, 2037 (the "Notes");

WHEREAS, the Notes will be established as a series of Securities under the Indenture;

WHEREAS, pursuant to resolutions of (i) the Board of Directors of the Company adopted at a meeting duly called on September 14, 2010, and (ii) the Finance and Risk Committee of the Board of Directors of the Company adopted at meetings duly called on October 10, 2007 and on October 12, 2011, the Company has duly authorized the execution and delivery of this Thirteenth Supplemental Indenture to establish the form and terms of the Notes; and

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

NOW, THEREFORE, THIS THIRTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:

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

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Relation to Existing Indenture

This Thirteenth Supplemental Indenture constitutes a part of the Indenture (the provisions of which, as modified by this Thirteenth Supplemental Indenture, shall apply to the Notes) in respect of the Notes, and shall not modify, amend or otherwise affect the Existing Indenture insofar as it relates to any other series of Securities or affects in any manner the terms and conditions of the Securities of any other series.

Section 1.2 Definitions

For all purposes of this Thirteenth Supplemental Indenture, the capitalized terms used herein (i) which are defined in this Section 1.2 have the respective meanings assigned hereto in this Section 1.2, and (ii) which are defined in the Existing Indenture (and which are not defined in this Section 1.2) have the respective meanings assigned thereto in the Existing Indenture. For all purposes of this Thirteenth Supplemental Indenture:

(a) all references herein to Articles, Sections, the preamble or the recitals, unless otherwise specified, refer to the corresponding Articles and Sections of, or the preamble or recitals to, this Thirteenth Supplemental Indenture;

(b) the terms “herein,” “hereof,” and “hereunder” and words of similar import refer to this Thirteenth Supplemental Indenture;

(c) words in the singular include the plural, and in the plural include the singular; and

(d) the following terms, as used herein, have the following meanings:

“Adjusted Treasury Rate” has the meaning specified in the form of Note contained in Section 2.3.

"Agent Member" means any member of, or participant in, the Depositary.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, to the extent applicable to such transaction and as in effect at the time of such transfer or transaction.

"Base Indenture" has the meaning set forth in the recitals.

"Clearstream" means Clearstream Banking, société anonyme, Luxembourg (or any successor securities clearing agency).

"Company" has the meaning set forth in the preamble.

"Comparable Treasury Issue" has the meaning specified in the form of Note contained in Section 2.3.

"Comparable Treasury Price" has the meaning specified in the form of Note contained in Section 2.3.

"Depositary" means, with respect to Notes issuable or issued in whole or in part in the form of one or more Global Notes, DTC, for so long as it shall be a clearing agency registered under the Exchange Act, or such successor (which shall be a clearing agency registered under the Exchange Act) as the Company shall designate from time to time in an Officers' Certificate delivered to the Trustee.

"DTC" means The Depository Trust Company.

"Euroclear" means the Euroclear Bank S.A./N.V. (or any successor securities clearing agency), as operator of the Euroclear system.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Exchange Notes" means the notes issued pursuant to the Exchange Offer and their Successor Notes. The Exchange Notes shall be deemed part of the same series as the Original Notes for which they are exchanged.

"Exchange Offer" has the meaning specified in the form of Note contained in Section 2.2.

"Exchange Offer Registration Statement" has the meaning specified in the form of Note contained in Section 2.2.

"Existing Indenture" has the meaning set forth in the recitals.

"Final Settlement Date" has the meaning set forth in the Form of Note contained in Section 2.2.

"Global Note" means a Note that evidences all or part of the Notes and bears the legend specified in Section 2.2. The Restricted Global Note, the Regulation S Global Note and the Unrestricted Global Note representing the Notes shall each be a Global Note.

"Indenture" has the meaning set forth in the recitals.

"Interest Payment Date" has the meaning specified in the form of Note contained in Section 2.2.

"Issue Date" has the meaning specified in the form of Note contained in Section 2.2.

"Notes" has the meaning set forth in the recitals.

"Original Notes" means all Notes other than Exchange Notes and Unrestricted Notes.

"Primary Treasury Dealer" has the meaning specified in the form of Note contained in Section 2.3.

"Quotation Agent" has the meaning specified in the form of Note contained in Section 2.3.

"Reference Treasury Dealer" has the meaning specified in the form of Note contained in Section 2.3.

"Reference Treasury Dealer Quotations" has the meaning specified in the form of Note contained in Section 2.3.

"Registration Default" has the meaning specified in the form of Note contained in Section 2.2.

"Registration Default Period" has the meaning specified in the form of Note contained in Section 2.2.

"Registration Rights Agreement" has the meaning specified in the form of Note contained in Section 2.2.

"Regular Record Date" has the meaning specified in the form of Note contained in Section 2.2.

"Regulation S" means Regulation S under the Securities Act (or any successor provision), as it may be amended from time to time.

"Regulation S Global Note" has the meaning specified in Section 2.1.

"Regulation S Legend" means a legend substantially in the form of the legend required in the form of Note set forth in Section 2.2 to be placed upon each Regulation S Note.

"Regulation S Notes" means all Notes required pursuant to Section 2.6(b) to bear a Regulation S Legend. Such term includes the Regulation S Global Note.

"Restricted Global Note" has the meaning specified in Section 2.1.

"Restricted Note" means all Notes required pursuant to Section 2.6(b) to bear any Restricted Notes Legend. Such term includes the Restricted Global Note.

"Restricted Notes Certificate" means a certificate substantially in the form set forth in Annex A.

"Restricted Notes Legend" means a legend substantially in form of the legend required in the form of Note set forth in Section 2.2 to be placed upon each Restricted Note.

"Restricted Period" means the period of 41 consecutive days beginning on November 15, 2011 or, if additional Notes are issued on or about the Final Settlement Date, the Final Settlement Date.

"Rule 144A" means Rule 144A under the Securities Act (including any successor rule thereto), as the same may be amended from time to time.

"Rule 144A Notes" means all Notes initially issued by the Company in reliance on the exemption provided by Section 4(2) of the Securities Act.

"Securities" has the meaning specified in the recitals.

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

"Securities Act Legend" means the Restricted Notes Legend and/or the Regulation S Legend.

"Shelf Registration Statement" has the meaning specified in the form of Note contained in Section 2.2.

"Special Interest" has the meaning specified in the form of Note contained in Section 2.2.

"Successor Note" of any particular Note means every Note issued after, and evidencing all or a portion of the same debt as that evidenced by, such particular Note; and, for the purposes of this definition, any Exchange Note issued in exchange for an

Original Note shall be deemed a successor Note of such Original Note and any Note authenticated and delivered under Section 304, 305, 306 or 906 of the Existing Indenture in exchange for or in lieu of a Note shall be deemed to evidence the same debt as the particular Note.

"Thirteenth Supplemental Indenture" has the meaning set forth in the preamble.

"Trustee" has the meaning set forth in the preamble.

"Unrestricted Global Note" means a Global Note that does not contain a Securities Act Legend. The Unrestricted Global Note will have an initial principal amount of zero.

"Unrestricted Note" means any Note represented by the Unrestricted Global Note.

"Unrestricted Notes Certificate" means a certificate substantially in the form set forth in Annex B.

ARTICLE TWO

GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.1 Forms of Notes Generally

The Notes shall be in substantially the forms set forth in this Article with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange, or as may, consistent with the Indenture, be determined by the officers executing such Notes, as evidenced by their execution of such Notes.

The Trustee's certificate of authentication shall be in substantially the form set forth in Section 2.4.

Upon their original issuance, the Rule 144A Notes and the Regulation S Notes shall be issued in the form of separate Global Notes, registered in the name of the Depositary or its nominee and deposited with the Trustee, as custodian for the Depositary, for credit by the Depositary to the respective accounts of beneficial owners of the Notes represented thereby (or such other accounts as they may direct). Each such Global Note will constitute a single Security for all purposes of the Indenture. The Global Notes representing the Rule 144A Notes, together with their Successor Notes which are Global Notes other than Regulation S Global Notes or Unrestricted Global Notes, are collectively herein called the "Restricted Global Notes." The Global Notes representing Regulation S Notes, together with their Successor Notes which are Global Notes other than Restricted Global Notes or Unrestricted Global Notes, are collectively herein called the "Regulation S Global Notes."

Section 2.2 Form of Face of the Notes

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A NOTE REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC"), A NEW YORK CORPORATION, TO AMERICAN INTERNATIONAL GROUP, INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CEDE & CO. (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[**INCLUDE IF NOTE IS A RESTRICTED NOTE** – THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) (1) TO A PERSON WHO THE TRANSFEROR REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT ACQUIRING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (2) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER OR (3) OUTSIDE THE UNITED STATES TO PERSONS OTHER

THAN U.S. PERSONS, PURSUANT TO THE TERMS AND CONDITIONS OF REGULATION S UNDER THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS.]

[**INCLUDE IF NOTE IS A REGULATION S NOTE** – THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, PRIOR TO THE EXPIRATION OF FORTY DAYS FROM THE LATER OF (1) THE DATE ON WHICH THESE NOTES WERE FIRST OFFERED AND (2) THE LAST DATE OF ISSUANCE OF THESE NOTES, MAY NOT BE OFFERED, SOLD OR DELIVERED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT (A) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING FOR ITS OWN ACCOUNT OR THE ACCOUNT OF ONE OR MORE OTHER QUALIFIED INSTITUTIONAL BUYERS IN ACCORDANCE WITH RULE 144A, OR (B) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR 904 OF REGULATION S. THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.]

EACH PURCHASER AND TRANSFEREE OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS THAT EITHER (A) IT IS NOT ACQUIRING THE NOTE WITH THE ASSETS OF (1) ANY "EMPLOYEE BENEFIT PLAN" SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF ERISA BY REASON OF THE INVESTMENT BY SUCH PLANS OR ACCOUNTS THEREIN OR (2) ANY GOVERNMENTAL OR NON-U.S. PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF THE CODE OR ERISA (COLLECTIVELY, "SIMILAR LAWS") OR (B) THE ACQUISITION AND HOLDING OF SUCH NOTE DOES NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER ERISA, THE CODE, OR ANY SIMILAR LAWS. SUCH HOLDER FURTHER REPRESENTS AND COVENANTS THAT THROUGHOUT THE PERIOD IT HOLDS NOTES, THE FOREGOING REPRESENTATIONS SHALL BE TRUE.

THIS NOTE AND ANY RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON RESALES AND OTHER TRANSFERS OF THIS NOTE TO

REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE SHALL BE DEEMED BY THE ACCEPTANCE OF THIS NOTE TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

AMERICAN INTERNATIONAL GROUP, INC.

6.820% DOLLAR NOTES DUE NOVEMBER 15, 2037

No. _____
CUSIP No.: [026874 CE5 (144A)/U02687 CJ5 (Reg. S)] $_____

AMERICAN INTERNATIONAL GROUP, INC., a corporation duly organized and existing under the laws of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or its registered assigns, the principal sum of _____ Dollars ($_____) on November 15, 2037, and to pay interest thereon from November 15, 2011, or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for, semiannually in arrears on each May 15 and November 15 (each such date, an "Interest Payment Date"), commencing on May 15, 2012 at the rate of 6.820% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the Regular Record Date for such interest, which shall be the May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for (such interest, "Defaulted Interest") will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof which shall be given to Holders of Notes of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

In the event that an Interest Payment Date is not a Business Day, the Company shall pay interest on the next day that is a Business Day, with the same force and effect as if made on the Interest Payment Date, and without any interest or other payment with respect to the delay. If the Stated Maturity or earlier Redemption Date falls on a day that

is not a Business Day, the payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, with the same force and effect as if made on the Stated Maturity or earlier Redemption Date, provided that no interest shall accrue for the period from and after such Stated Maturity or earlier Redemption Date.

[INCLUDE IF NOTE IS ORIGINAL NOTE – Pursuant to the Exchange and Registration Rights Agreement, dated as of November 15, 2011 (the "Registration Rights Agreement"), by and among the Company and the Dealer Managers listed therein, the Company has agreed for the benefit of the Holders from time to time of this Note that it will (i) file under the Securities Act, no later than 270 days after November 15, 2011 (the "Final Settlement Date"), a registration statement (the "Exchange Offer Registration Statement") relating to an offer to exchange this Note for a new debt security having terms substantially identical to this Note but that is registered under the Securities Act (the "Exchange Offer"), (ii) use its commercially reasonable efforts to cause the Exchange Offer Registration Statement to become effective under the Securities Act no later than 360 days following the Final Settlement Date and (iii) use its commercially reasonable efforts to commence and complete the Exchange Offer promptly, but no later than 30 days after the Exchange Offer Registration Statement has become effective; *provided, however*, that if on or prior to the time the Exchange Offer is completed, existing interpretations of the Securities and Exchange Commission or the staff thereof are changed such that this Note is not or would not be, upon receipt under the Exchange Offer, transferable by the Holder of this Note (other than a "Restricted Holder" as defined in the Registration Rights Agreement) without restriction under the Securities Act, the Company has agreed to file under the Securities Act no later than 360 days after November 15, 2011 (the "Issue Date"), a "shelf" registration statement providing for the registration of and the sale on a continuous or delayed basis by the Holder of this Note (such registration statement, the "Shelf Registration Statement") and to use its commercially reasonable efforts to cause the Shelf Registration Statement to become effective no later than 30 days after the Shelf Registration Statement is filed.

In the event that (i) the Exchange Offer has not been completed within 390 days after the Issue Date, (ii) a Shelf Registration Statement is required to be filed and is not effective within 390 days of the Issue Date, or (iii) the Exchange Offer Registration Statement or, if applicable, the Shelf Registration Statement is filed and declared effective but shall thereafter either be withdrawn by the Company or shall become subject to a stop order, except as permitted by the Registration Rights Agreement, in each case (i) through (iii) upon the terms and conditions set forth in the Registration Rights Agreement (each such event referred to in clauses (i) through (iii), a "Registration Default" and each period during which a Registration Default has occurred and is continuing, until the earlier of such time as no Registration Default is in effect or the second anniversary of the Issue Date, a "Registration Default Period"), then special interest ("Special Interest") will accrue (in addition to the stated interest on this Note) at a per annum rate of 0.25% for the first 90 days of the Registration Default Period and shall increase by 0.25% per annum at the end of the 90-day period; provided that in no event

shall Special Interest accrue at a rate in excess of 0.50% per annum in the aggregate. In the case of a Registration Default, the Company's only obligation under the Registration Rights Agreement is to pay Special Interest. Accrued Special Interest, if any, shall be paid in cash in arrears on each Interest Payment Date for the Notes; and the amount of accrued Special Interest shall be determined on the basis of the number of days actually elapsed.]

Payment of the principal of and premium, if any, and interest on this Note will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

AMERICAN INTERNATIONAL GROUP, INC.

By: _____

[SEAL**]**

Attest:

_____

Section 2.3 Form of Reverse of the Notes

This Note is one of a duly authorized issue of securities of the Company (herein called the "Notes"), designated as its 6.820% Dollar Notes Due November 15, 2037, issued and to be issued in one or more series under an Indenture, dated as of October 12, 2006, as supplemented by the Fourth Supplemental Indenture, dated as of April 18, 2007, the Eighth Supplemental Indenture, dated as of December 3, 2010, and the Thirteenth Supplemental Indenture, dated as of November 15, 2011 (as so supplemented, the "Indenture," which term shall have the meaning assigned to it in such instrument),

between the Company and The Bank of New York Mellon, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof.

The Notes of this series are subject to redemption at any time, in whole or in part, at the election of the Company, upon not less than 30 nor more than 60 days' notice given as provided in the Indenture, at a Redemption Price equal to the greater of (i) 100% of the principal amount to be redeemed, together with accrued and unpaid interest to the Redemption Date, and (ii) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate plus 50 basis points, plus accrued and unpaid interest to the Redemption Date.

The definitions of certain terms used in the paragraph above are listed below.

"Adjusted Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

"Comparable Treasury Issue" means the U.S. Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of the Reference Treasury Dealer Quotations for such Redemption Date.

"Quotation Agent" means AIG Markets, Inc. or any other firm appointed by the Company, acting as quotation agent for the Notes. Any successor or substitute Quotation Agent may be an Affiliate of the Company.

"Reference Treasury Dealer" means each of Barclays Bank Inc., Deutsche Bank Securities Inc., Goldman, Sachs & Co. and J.P. Morgan Securities LLC or the respective successor of any of them; *provided*, *however*, that if any of the foregoing shall cease to be a primary U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company shall substitute therefor another Person that is a Primary Treasury Dealer; and (ii) any other Primary Treasury Dealer selected by the Quotation Agent after consultation with the Company.

"Reference Treasury Dealer Quotations" means with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m. on the third Business Day preceding such Redemption Date.

In the event of redemption of the Notes in part only, a new Note or Notes of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Notes of this series do not have the benefit of any sinking fund obligation.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Note or certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Notes of this series shall occur and be continuing, the principal of the Notes of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

As provided in and subject to the provisions of the Indenture, the Holder of this Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Notes of this series, the Holders of not less than 25% in principal amount of the Notes of this series at the time Outstanding shall have made

written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Notes of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Note for the enforcement of any payment of principal hereof or premium, if any, or interest hereon on or after the respective due dates expressed herein.

Unless the context otherwise requires, the Original Notes (as defined in the Indenture) and the Exchange Notes (as defined in the Indenture) shall constitute one series for all purposes under the Indenture, including without limitation, amendments, waivers and redemptions.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, or interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and premium, if any, or interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes of this series are issuable only in fully registered form without coupons in denominations of $150,000 and any multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Notes of this series are exchangeable for a like aggregate principal amount of Notes of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Note which are defined in the Indenture shall have the meaning assigned to them in the Indenture.

Section 2.4 Form of Trustee's Certificate of Authentication of the Notes

The Trustee's certificates of authentication shall be in substantially the following form:

This is one of the Notes of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON
As Trustee

By: _____
Authorized Signatory

Section 2.5 Title and Terms

Pursuant to Sections 201 and 301 of the Indenture, there is hereby established a series of Securities, the terms of which shall be as follows:

(a) *Designation.* The Notes shall be known and designated as the "6.820% Dollar Notes Due November 15, 2037."

(b) *Aggregate Principal Amount.* The aggregate principal amount of the Notes that may be authenticated and delivered under this Thirteenth Supplemental Indenture is initially limited to $256,161,000, except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes issued pursuant to Section 304, 305, 306, 906 or 1107 of the Existing Indenture or Article Two of this Thirteenth Supplemental Indenture. The Company may, without the consent of the Holders of the Notes, issue additional notes having the same ranking, interest rate, Stated Maturity, CUSIP and ISIN numbers and terms as to status, redemption or otherwise as the Notes, in which event such notes and the Notes shall constitute one series for all purposes under the Indenture, including without limitation, amendments, waivers and redemptions.

(c) *Interest and Maturity.* The Stated Maturity of the Notes shall be November 15, 2037 and the Notes shall bear interest and have such other terms as are described in the form of Note set forth in Sections 2.2 and 2.3.

(d) *Redemption.* The Company shall have no obligation to redeem or purchase the Notes pursuant to any sinking fund or analogous provision, or at the option of a Holder thereof. The Notes shall be redeemable at the election of the Company from time to time, in whole or in part, at the times and at the prices specified in the form of Note set forth in Section 2.3.

(e) *Defeasance.* The Notes shall be subject to the defeasance and discharge provisions of Section 1302 of the Existing Indenture and the defeasance of certain obligations and certain events of default provisions of Section 1303 of the Existing Indenture.

(f) *Denominations.* The Notes shall be issuable only in fully registered form without coupons and only in denominations of $150,000 and multiples of $1,000 in excess thereof.

(g) *Exchange Notes.* Unless the context otherwise requires, the Original Notes and the Exchange Notes issued in exchange for such Original Notes shall constitute one series for all purposes under the Indenture, including without limitation, amendments, waivers and redemptions. All Exchange Notes issued upon any exchange of the Original Notes shall be valid obligations of the Company, evidencing the same debt, and be entitled to the same benefits under the Indenture, as the Original Notes surrendered upon such exchange. Subject to the second paragraph of Section 307 of the Existing Indenture, each Exchange Note delivered in exchange for an Original Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such Original Note.

(h) *Authentication and Delivery*. The Notes shall be executed, authenticated, delivered and dated in accordance with Section 303 of the Existing Indenture.

(i) *Additional Covenant and Amendment to the Base Indenture*. The additional covenant of the Company and amendment to the Base Indenture, each as set forth in Article III of the Eighth Supplemental Indenture, dated as of December 3, 2010, shall apply to the Notes.

(j) *Depositary.* With respect to Notes issuable or issued in whole or in part in the form of one or more Global Notes, the Depositary shall be DTC, for so long as it shall be a clearing agency registered under the Exchange Act, or such successor (which shall be a clearing agency registered under the Exchange Act) as the Company shall designate from time to time in an Officers' Certificate delivered to the Trustee.

Section 2.6 Transfer and Exchanges; Securities Act Legends

(a) *Certain Transfers and Exchanges*. Transfers and exchanges of Notes and beneficial interests in a Global Note shall be made only in accordance with this Section 2.6(a).

(i) *Restricted Global Note to Regulation S Global Note or Unrestricted Global Note*. If the owner of a beneficial interest in the Restricted Global Note wishes to transfer such interest to a Person who wishes to acquire the same in the form of a beneficial interest in the Regulation S Global Note or the Unrestricted Global Note, such transfer may be effected only in accordance with the provisions of this Section 2.6(a)(i) and subject to the Applicable Procedures.

Upon receipt by the Trustee, as Security Registrar, of (i) an order given by the Depositary or its authorized representative directing that a beneficial interest in the Regulation S Global Note or Unrestricted Global Note in a specified principal amount be credited to a specified Agent Member's account and that a beneficial interest in the Restricted Global Note in an equal amount be debited from the same or another specified Agent Member's account and (ii) an Unrestricted Notes Certificate, satisfactory to the Company and duly executed by the Holder of such Restricted Global Note or his attorney duly authorized in writing, then the Trustee, as Security Registrar, shall reduce the principal amount of such Restricted Global Note and increase the principal amount of the Regulation S Global Note or the Unrestricted Global Note by such specified principal amount, *provided* that if the transfer is to occur during the Restricted Period, then such Person will take delivery in the form of a Regulation S Global Note.

(ii) *Regulation S Global Note to Restricted Global Note*. If during the Restricted Period, the owner of a beneficial interest in the Regulation S Global Note wishes to transfer such interest to a Person who wishes to acquire the same in the form of a beneficial interest in the Restricted Global Note, such transfer may be effected only in accordance with this Section 2.6(a)(ii) and subject to the Applicable Procedures. Upon receipt by the Trustee, as Security Registrar, of (i) an order given by the Depositary or its authorized representative directing that a beneficial interest in the Restricted Global Note in a specified principal amount be credited to a specified Agent Member's account and that a beneficial interest in the Regulation S Global Note in an equal principal amount be debited from the same or another specified Agent Member's account and (ii) a Restricted Notes Certificate, satisfactory to the Company and duly executed by the Holder of such Regulation S Global Note or his attorney duly authorized in writing, then the Trustee, as Security Registrar, shall reduce the principal amount of such Regulation S Global Note and increase the principal amount of the Restricted Global Note by such specified principal amount.

(iii) *Regulation S Global Note to be Held Through Euroclear or Clearstream During Restricted Period*. The Company shall use its best efforts to cause the Depositary to ensure that, until the expiration of the Restricted Period, beneficial interests in the Regulation S Global Note may be held only in or through accounts maintained at the Depositary by Euroclear and Clearstream (or by Agent Members acting for the account thereof), and no person shall be entitled to effect any transfer or exchange that would result in any such interest being held otherwise than in or through such an account; *provided* that this Section 2.6(a)(iii) shall not prohibit any transfer or exchange of such an interest in accordance with Section 2.6(a)(ii) above.

(iv) *Global Note to Non-Global Note*. Notwithstanding any other provision in this Indenture, no Global Note may be exchanged in whole or in part for Notes registered, and no transfer of a Global Note in whole or in part may be

registered, in the name of any Person other than the Depositary for such Global Note or a nominee thereof unless (A) such Depositary has notified the Company that it is unwilling or unable or no longer permitted under applicable law to continue as Depositary for such Global Note and the Company does not appoint another institution to act as Depositary within 90 days, (B) there shall have occurred and be continuing an Event of Default with respect to such Global Note, or (C) the Company so directs the Trustee by a Company Order.

(b) *Securities Act Legends*. Rule 144A Notes and their Successor Notes (other than Unrestricted Global Notes) shall bear the Restricted Notes Legend, and Regulation S Notes and their Successor Notes (other than Unrestricted Global Notes) shall bear the Regulation S Legend.

ARTICLE THREE

MISCELLANEOUS

Section 3.1 Relationship to Existing Indenture

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

Section 3.2 Modification of the Existing Indenture

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

Section 3.3 Governing Law

This instrument shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.4 Counterparts

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

Section 3.5 Trustee Makes No Representation

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

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

AMERICAN INTERNATIONAL GROUP, INC.

By /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Executive Vice President and Treasurer

Attest:

/s/ Jeffrey A. Welikson

THE BANK OF NEW YORK MELLON,
as Trustee

By /s/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

[*Signature Page to Thirteenth Supplemental Indenture*]

RESTRICTED NOTES CERTIFICATE

The Bank of New York Mellon
101 Barclay Street, Floor 8 West
New York, New York 10286
Attn: Corporate Trust Administration

Re: 6.820% Dollar Notes Due November 15, 2037 of American International Group, Inc. (the "Notes")

Reference is made to the Indenture, dated as of October 12, 2006, between American International Group, Inc. (the "Company") and The Bank of New York Mellon, as Trustee, as supplemented (the "Indenture"). Terms used herein and defined in the Indenture or in Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), are used herein as so defined.

This certificate relates to U.S. $_____ principal amount of Notes, which are evidenced by the following certificate(s) (the "Specified Securities"):

CUSIP No(s). [026874 CE5 (144A)/U02687 CJ5 (Reg. S)]

ISIN [US026874CE59 (144A)/USU02687CJ55 (Reg. S)]

COMMON CODE

CERTIFICATE No(s). _____

The person in whose name this certificate is executed below (the "Undersigned") hereby certifies that (i) it is the sole beneficial owner of the Specified Securities, (ii) it is acting on behalf of all the beneficial owners of the Specified Securities and is duly authorized by them to do so or (iii) it is the Holder of a Global Note and has received a certification to the effect set forth below. Such beneficial owner or owners are referred to herein collectively as the "Owner." If the Specified Securities are represented by a Global Note, they are held through the Depositary or an Agent Member in the name of the Undersigned, as or on behalf of the Owner. If the Specified Securities are not represented by a Global Note, they are registered in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Securities be transferred to a person (the "Transferee") who will take delivery in the form of a Restricted Global Note. In connection with such transfer, the Owner hereby certifies that, unless such transfer is

being effected pursuant to an effective registration statement under the Securities Act, it is being effected in accordance with Rule 144A under the Securities Act and all applicable securities laws of the states of the United States and other jurisdictions. Accordingly, the Owner hereby further certifies as follows:

(A) the Specified Securities are being transferred to a person that the Owner and any person acting on its behalf reasonably believe is a "qualified institutional buyer" within the meaning of Rule 144A, acquiring for its own account or for the account of a qualified institutional buyer; and

(B) the Owner and any person acting on its behalf have taken reasonable steps to ensure that the Transferee is aware that the Owner may be relying on Rule 144A in connection with the transfer.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

Dated:

_____

(Print the name of the Undersigned, as such term is defined in the third paragraph of this certificate.)

By: _____

Name:
Title:

(If the Undersigned is a corporation, partnership or fiduciary, the title of the person signing on behalf of the Undersigned must be stated.)

UNRESTRICTED NOTES CERTIFICATE

The Bank of New York Mellon
101 Barclay Street, Floor 8 West
New York, New York 10286
Attn: Corporate Trust Administration

Re: 6.820% Dollar Notes Due November 15, 2037 of American International Group, Inc. (the "Notes")

Reference is made to the Indenture, dated as of October 12, 2006, between American International Group, Inc. (the "Company") and The Bank of New York Mellon, as Trustee, as supplemented (the "Indenture"). Terms used herein and defined in the Indenture or in Regulation S, Rule 144 or Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), are used herein as so defined.

This certificate relates to U.S. $_____ principal amount of Notes, which are evidenced by the following certificate(s) (the "Specified Securities"):

CUSIP No(s). [026874 CE5 (144A)/U02687 CJ5 (Reg. S)]

ISIN [US026874CE59 (144A)/USU02687CJ55 (Reg. S)]

COMMON CODE

CERTIFICATE No(s). _____

The person in whose name this certificate is executed below (the "Undersigned") hereby certifies that (i) it is the sole beneficial owner of the Specified Securities, (ii) it is acting on behalf of all the beneficial owners of the Specified Securities and is duly authorized by them to do so or (iii) it is the Holder of a Global Note and has received a certification to the effect set forth below. Such beneficial owner or owners are referred to herein collectively as the "Owner." If the Specified Securities are represented by a Global Note, they are held through the Depositary or an Agent Member in the name of the Undersigned, as or on behalf of the Owner. If the Specified Securities are not represented by a Global Note, they are registered in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Securities be transferred to a person (the "Transferee") who will take delivery in the form of a Regulation S Global Note (if certification is given during the Restricted Period pursuant to paragraph (1) below) or an Unrestricted Global Note (if certification is given (a) after the Restricted Period pursuant to paragraph (1) or (b) pursuant to paragraph (2)). In connection with such transfer, the

Owner hereby certifies or has certified that, unless such transfer is being effected pursuant to an effective registration statement under the Securities Act, it is being effected in accordance with Rule 904 of Regulation S or Rule 144 under the Securities Act and all applicable securities laws of the states of the United States and other jurisdictions. Accordingly, the Owner hereby further certifies or has certified as follows:

(1) Rule 904 Transfers. If the transfer is being effected in accordance with Rule 904 of Regulation S:

(A) the Owner is not a Distributor of the Securities, an affiliate of the Company or any such Distributor or a person acting on behalf of any of the foregoing;

(B) the offer of the Specified Securities was not made to a person in the United States or for the account or benefit of a U.S. Person;

(C) either:

(i) at the time the buy order was originated, the Transferee was outside the United States or the Owner and any person acting on its behalf reasonably believed that the Transferee was outside the United States, or

(ii) the transaction is being executed in, on or through the facilities of the Eurobond market, as regulated by the International Securities Market Association or another designated offshore securities market and neither the Owner nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States;

(D) no directed selling efforts have been made in the United States by or on behalf of the Owner or any affiliate thereof;

(E) if the Owner is a dealer in securities or has received a selling concession, fee or other remuneration in respect of the Specified Securities, and the transfer is to occur during the Restricted Period, then the requirements of Rule 904(b)(1) have been satisfied; and

(F) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act;

provided that if the transfer is to occur during the Restricted Period, then the Transferee will take delivery in the form of a Regulation S Global Note.

(2) Rule 144 Transfers. If the transfer is being effected pursuant to Rule 144:

(A) the transfer is occurring after a holding period of at least six months has elapsed since the Specified Securities were last acquired from the Company or from an affiliate of the Company, whichever is later, and is being effected in accordance the requirements of Rule 144; and

(B) if the transfer is occurring prior to the first anniversary of the date of issuance of the Specified Securities, the Company is, and has been for a period of at least 90 days immediately before the transfer, subject to the reporting requirements of section 13 or 15(d) of the Securities Exchange Act of 1934.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

Dated:

(Print the name of the Undersigned, as such term is defined in the third paragraph of this certificate.)

By: _____

Name:
Title:

(If the Undersigned is a corporation, partnership or fiduciary, the title of the person signing on behalf of the Undersigned must be stated.)

Exhibit 4.5

AMERICAN INTERNATIONAL GROUP, INC.

Fourteenth Supplemental

Indenture

Dated as of November 15, 2011

(Supplemental to Indenture Dated as of October 12, 2006)

THE BANK OF NEW YORK MELLON,
as Trustee

FOURTEENTH SUPPLEMENTAL INDENTURE, dated as of November 15, 2011 (the "Fourteenth Supplemental Indenture"), between American International Group, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), and The Bank of New York Mellon, a New York banking corporation, as Trustee (herein called the "Trustee");

R E C I T A L S:

WHEREAS, the Company has heretofore executed and delivered to The Bank of New York Mellon, as trustee, an Indenture, dated as of October 12, 2006 (the "Base Indenture," and as supplemented by the Fourth Supplemental Indenture, dated as of April 18, 2007, and the Eighth Supplemental Indenture, dated as of December 3, 2010, the "Existing Indenture") (the Existing Indenture, as the same may be amended or supplemented from time to time, including by this Fourteenth Supplemental Indenture, the "Indenture"), providing for the issuance from time to time of the Company's unsecured debentures, notes or other evidences of indebtedness (herein and therein called the "Securities"), to be issued in one or more series;

WHEREAS, Section 901 of the Existing Indenture permits the Company and the Trustee to enter into an indenture supplemental to the Existing Indenture to establish the form and terms of additional series of Securities as permitted by Sections 201 and 301 of the Existing Indenture without the consent of the holders of the Securities;

WHEREAS, Section 201 of the Existing Indenture permits the form of Securities of any additional series of Securities to be established pursuant to an indenture supplemental to the Existing Indenture;

WHEREAS, Section 301 of the Existing Indenture permits the terms of any additional series of Securities to be established pursuant to an indenture supplemental to the Existing Indenture;

WHEREAS, the Company has authorized the issuance of €420,975,000 in aggregate principal amount of its 6.797% Euro Notes Due November 15, 2017 (the "Notes");

WHEREAS, the Notes will be established as a series of Securities under the Indenture;

WHEREAS, pursuant to resolutions of (i) the Board of Directors of the Company adopted at a meeting duly called on September 14, 2010, and (ii) the Finance and Risk Committee of the Board of Directors of the Company adopted at meetings duly called on October 10, 2007 and on October 12, 2011, the Company has duly authorized the execution and delivery of this Fourteenth Supplemental Indenture to establish the form and terms of the Notes; and

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

NOW, THEREFORE, THIS FOURTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:

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

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Relation to Existing Indenture

This Fourteenth Supplemental Indenture constitutes a part of the Indenture (the provisions of which, as modified by this Fourteenth Supplemental Indenture, shall apply to the Notes) in respect of the Notes, and shall not modify, amend or otherwise affect the Existing Indenture insofar as it relates to any other series of Securities or affects in any manner the terms and conditions of the Securities of any other series.

Section 1.2 Definitions

For all purposes of this Fourteenth Supplemental Indenture, the capitalized terms used herein (i) which are defined in this Section 1.2 have the respective meanings assigned hereto in this Section 1.2, and (ii) which are defined in the Existing Indenture (and which are not defined in this Section 1.2) have the respective meanings assigned thereto in the Existing Indenture. For all purposes of this Fourteenth Supplemental Indenture:

(a) all references herein to Articles, Sections, the preamble or the recitals, unless otherwise specified, refer to the corresponding Articles and Sections of, or the preamble or recitals to, this Fourteenth Supplemental Indenture;

(b) the terms “herein,” “hereof,” and “hereunder” and words of similar import refer to this Fourteenth Supplemental Indenture;

(c) words in the singular include the plural, and in the plural include the singular; and

(d) the following terms, as used herein, have the following meanings:

“Actual/Actual (ICMA)” means the number of days in such period divided by the number of days in the Interest Period in which it falls.

"Additional Amounts" has the meaning set forth in Section 2.5(k).

"Agent Member" means any member of, or participant in, Euroclear or Clearstream.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, Euroclear and Clearstream, in each case to the extent applicable to such transaction and as in effect at the time of such transfer or transaction.

"Base Indenture" has the meaning set forth in the recitals.

"Beneficial Owner" means a beneficial owner of the Notes for U.S. federal income tax purposes.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday or Friday on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open.

"Clearstream" means Clearstream Banking, société anonyme, Luxembourg (or any successor securities clearing agency).

"Company" has the meaning set forth in the preamble.

"Comparable Bundesobligationen Issue" has the meaning specified in the form of Note contained in Section 2.3

"Depositary" means, with respect to Notes issuable or issued in whole or in part in the form of one or more Global Notes, The Bank of New York Depository (Nominees) Limited, as depositary for Euroclear and Clearstream, for so long as it shall be a clearing agency registered under the Exchange Act, or such successor (which shall be a clearing agency registered under the Exchange Act) as the Company shall designate from time to time in an Officers' Certificate delivered to the Trustee.

"Discount Rate" has the meaning specified in the form of Note contained in Section 2.3.

"Euroclear" means the Euroclear Bank S.A./N.V. (or any successor securities clearing agency), as operator of the Euroclear system.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Exchange Notes" means the notes issued pursuant to the Exchange Offer and their Successor Notes. The Exchange Notes shall be deemed part of the same series as the Original Notes for which they are exchanged.

"Exchange Offer" has the meaning specified in the form of Note contained in Section 2.2.

"Exchange Offer Registration Statement" has the meaning specified in the form of Note contained in Section 2.2.

"Existing Indenture" has the meaning set forth in the recitals.

"Final Settlement Date" has the meaning set forth in the Form of Note contained in Section 2.2.

"Fourteenth Supplemental Indenture" has the meaning set forth in the preamble.

"Global Note" means a Note that evidences all or part of the Notes and bears the legend specified in Section 2.2. The Restricted Global Note, the Regulation S Global Note and the Unrestricted Global Note representing the Notes shall each be a Global Note.

"Indenture" has the meaning set forth in the recitals.

"Interest Payment Date" has the meaning specified in the form of Note contained in Section 2.2.

"Interest Period" means the period from and including any Interest Payment Date (or, in the case of the first Interest Payment Date, November 15, 2011) to but excluding the next Interest Payment Date.

"Issue Date" has the meaning specified in the form of Note contained in Section 2.2.

"Net Payment" means a payment by the Company or any Paying Agent on the Notes, including payment of principal and interest, after deduction for any present or future U.S. tax, assessment or other governmental charge on the Additional Amounts.

"Non-U.S. Person" means any Person who, for U.S. federal income tax purposes is (a) an individual that is a nonresident alien, (b) a corporation organized or created under non-U.S. law, (c) a foreign partnership, one or more members of which, for U.S. federal income tax purposes, is a corporation organized or created under non-U.S. law, a nonresident alien individual or a nonresident alien fiduciary of a non-U.S. estate or trust or (d) a nonresident alien fiduciary of an estate or trust that is not subject to U.S. federal income tax on a net income basis on income or gain from a Note.

"Notes" has the meaning set forth in the recitals.

"Original Notes" means all Notes other than Exchange Notes and Unrestricted Notes.

"Quotation Agent" has the meaning specified in the form of Note contained in Section 2.3.

"Registration Default" has the meaning specified in the form of Note contained in Section 2.2.

"Registration Default Period" has the meaning specified in the form of Note contained in Section 2.2.

"Registration Rights Agreement" has the meaning specified in the form of Note contained in Section 2.2.

"Regular Record Date" has the meaning specified in the form of Note contained in Section 2.2.

"Regulation S" means Regulation S under the Securities Act (or any successor provision), as it may be amended from time to time.

"Regulation S Global Note" has the meaning specified in Section 2.1.

"Regulation S Legend" means a legend substantially in the form of the legend required in the form of Note set forth in Section 2.2 to be placed upon each Regulation S Note.

"Regulation S Notes" means all Notes required pursuant to Section 2.6(b) to bear a Regulation S Legend. Such term includes the Regulation S Global Note.

"Restricted Global Note" has the meaning specified in Section 2.1.

"Restricted Note" means all Notes required pursuant to Section 2.6(b) to bear any Restricted Notes Legend. Such term includes the Restricted Global Note.

"Restricted Notes Certificate" means a certificate substantially in the form set forth in Annex A.

"Restricted Notes Legend" means a legend substantially in form of the legend required in the form of Note set forth in Section 2.2 to be placed upon each Restricted Note.

"Restricted Period" means the period of 41 consecutive days beginning on November 15, 2011 or, if additional Notes are issued on or about the Final Settlement Date, the Final Settlement Date.

"Rule 144A" means Rule 144A under the Securities Act (including any successor rule thereto), as the same may be amended from time to time.

"Rule 144A Notes" means all Notes initially issued by the Company in reliance on the exemption provided by Section 4(2) of the Securities Act.

"Securities" has the meaning specified in the recitals.

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

"Securities Act Legend" means the Restricted Notes Legend and/or the Regulation S Legend.

"Shelf Registration Statement" has the meaning specified in the form of Note contained in Section 2.2.

"Special Interest" has the meaning specified in the form of Note contained in Section 2.2.

"Successor Note" of any particular Note means every Note issued after, and evidencing all or a portion of the same debt as that evidenced by, such particular Note; and, for the purposes of this definition, any Exchange Note issued in exchange for an Original Note shall be deemed a successor Note of such Original Note and any Note authenticated and delivered under Section 304, 305, 306 or 906 of the Existing Indenture in exchange for or in lieu of a Note shall be deemed to evidence the same debt as the particular Note.

"Trustee" has the meaning set forth in the preamble.

"Unrestricted Global Note" means a Global Note that does not contain a Securities Act Legend. The Unrestricted Global Note will have an initial principal amount of zero.

"Unrestricted Note" means any Note represented by the Unrestricted Global Note.

"Unrestricted Notes Certificate" means a certificate substantially in the form set forth in Annex B.

ARTICLE TWO
GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.1 Forms of Notes Generally

The Notes shall be in substantially the forms set forth in this Article with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange, or as may, consistent with the Indenture, be determined by the officers executing such Notes, as evidenced by their execution of such Notes.

The Trustee's certificate of authentication shall be in substantially the form set forth in Section 2.4.

Upon their original issuance, the Rule 144A Notes and the Regulation S Notes shall be issued in the form of separate Global Notes, registered in the name of the Depositary or its nominee and deposited with the Trustee, as custodian for the Depositary, for credit by the Depositary to the respective accounts of beneficial owners of the Notes represented thereby (or such other accounts as they may direct). Each such Global Note will constitute a single Security for all purposes of the Indenture. The Global Notes representing the Rule 144A Notes, together with their Successor Notes which are Global Notes other than Regulation S Global Notes or Unrestricted Global Notes, are collectively herein called the "Restricted Global Notes." The Global Notes representing Regulation S Notes, together with their Successor Notes which are Global Notes other than Restricted Global Notes or Unrestricted Global Notes, are collectively herein called the "Regulation S Global Notes."

Section 2.2 Form of Face of the Notes

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A NOTE REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

[**INCLUDE IF NOTE IS A RESTRICTED NOTE**—THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) (1) TO A PERSON WHO THE TRANSFEROR REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT ACQUIRING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (2) PURSUANT TO AN EXEMPTION

FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER OR (3) OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN U.S. PERSONS, PURSUANT TO THE TERMS AND CONDITIONS OF REGULATION S UNDER THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS.]

[**INCLUDE IF NOTE IS A REGULATION S NOTE**—THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, PRIOR TO THE EXPIRATION OF FORTY DAYS FROM THE LATER OF (1) THE DATE ON WHICH THESE NOTES WERE FIRST OFFERED AND (2) THE LAST DATE OF ISSUANCE OF THESE NOTES, MAY NOT BE OFFERED, SOLD OR DELIVERED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT (A) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING FOR ITS OWN ACCOUNT OR THE ACCOUNT OF ONE OR MORE OTHER QUALIFIED INSTITUTIONAL BUYERS IN ACCORDANCE WITH RULE 144A, OR (B) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR 904 OF REGULATION S. THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.]

EACH PURCHASER AND TRANSFEREE OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS THAT EITHER (A) IT IS NOT ACQUIRING THE NOTE WITH THE ASSETS OF (1) ANY "EMPLOYEE BENEFIT PLAN" SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF ERISA BY REASON OF THE INVESTMENT BY SUCH PLANS OR ACCOUNTS THEREIN OR (2) ANY GOVERNMENTAL OR NON-U.S. PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF THE CODE OR ERISA (COLLECTIVELY, "SIMILAR LAWS") OR (B) THE ACQUISITION AND HOLDING OF SUCH NOTE DOES NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER ERISA, THE CODE, OR ANY SIMILAR LAWS. SUCH HOLDER FURTHER REPRESENTS AND COVENANTS THAT THROUGHOUT THE PERIOD IT HOLDS NOTES, THE FOREGOING REPRESENTATIONS SHALL BE TRUE.

THIS NOTE AND ANY RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON RESALES AND OTHER TRANSFERS OF THIS NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE SHALL BE DEEMED BY THE ACCEPTANCE OF THIS NOTE TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

AMERICAN INTERNATIONAL GROUP, INC.

6.797% EURO NOTES DUE NOVEMBER 15, 2017

No. _____
ISIN No.: [XS0702072140 (144A)/ XS0702071928 (Reg. S)] €_____

AMERICAN INTERNATIONAL GROUP, INC., a corporation duly organized and existing under the laws of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to The Bank of New York Depository (Nominees) Limited, or its registered assigns, the principal sum of _____ euros (€_____) on November 15, 2017, and to pay interest thereon from November 15, 2011, or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for, annually in arrears on each November 15 (each such date, an "Interest Payment Date"), commencing on November 15, 2012 at the rate of 6.797% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the Regular Record Date for such interest, which shall be the November 1 (whether or not a Business Day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for (such interest, "Defaulted Interest") will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof which shall be given to Holders of Notes of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Interest shall be computed on the basis of Actual/Actual (ICMA), as defined in the Fourteenth Supplemental Indenture.

In the event that an Interest Payment Date is not a Business Day, the Company shall pay interest on the next day that is a Business Day, with the same force and effect as if made on the Interest Payment Date, and without any interest or other payment with respect to the delay. If the Stated Maturity or earlier Redemption Date falls on a day that is not a Business Day, the payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, with the same force and effect as if made on the Stated Maturity or earlier Redemption Date, provided that no interest shall accrue for the period from and after such Stated Maturity or earlier Redemption Date.

[INCLUDE IF NOTE IS ORIGINAL NOTE—Pursuant to the Exchange and Registration Rights Agreement, dated as of November 15, 2011 (the "Registration Rights Agreement"), by and among the Company and the Dealer Managers listed therein, the Company has agreed for the benefit of the Holders from time to time of this Note that it will (i) file under the Securities Act, no later than 270 days after November 15, 2011 (the "Final Settlement Date"), a registration statement (the "Exchange Offer Registration Statement") relating to an offer to exchange this Note for a new debt security having terms substantially identical to this Note but that is registered under the Securities Act (the "Exchange Offer"), (ii) use its commercially reasonable efforts to cause the Exchange Offer Registration Statement to become effective under the Securities Act no later than 360 days following the Final Settlement Date and (iii) use its commercially reasonable efforts to commence and complete the Exchange Offer promptly, but no later than 30 days after the Exchange Offer Registration Statement has become effective; *provided, however*, that if on or prior to the time the Exchange Offer is completed, existing interpretations of the Securities and Exchange Commission or the staff thereof are changed such that this Note is not or would not be, upon receipt under the Exchange Offer, transferable by the Holder of this Note (other than a "Restricted Holder" as defined in the Registration Rights Agreement) without restriction under the Securities Act, the Company has agreed to file under the Securities Act no later than 360 days after November 15, 2011 (the "Issue Date"), a "shelf" registration statement providing for the registration of and the sale on a continuous or delayed basis by the Holder of this Note (such registration statement, the "Shelf Registration Statement") and to use its commercially reasonable efforts to cause the Shelf Registration Statement to become effective no later than 30 days after the Shelf Registration Statement is filed.

In the event that (i) the Exchange Offer has not been completed within 390 days after the Issue Date, (ii) a Shelf Registration Statement is required to be filed and is not effective within 390 days of the Issue Date, or (iii) the Exchange Offer Registration Statement or, if applicable, the Shelf Registration Statement is filed and declared effective but shall thereafter either be withdrawn by the Company or shall become subject to a stop order, except as permitted by the Registration Rights Agreement, in each case (i) through (iii) upon the terms and conditions set forth in the Registration Rights Agreement (each such event referred to in clauses (i) through (iii), a "Registration Default" and each period during which a Registration Default has occurred and is continuing, until the earlier of such time as no Registration Default is in effect or the

second anniversary of the Issue Date, a "Registration Default Period"), then special interest ("Special Interest") will accrue (in addition to the stated interest on this Note) at a per annum rate of 0.25% for the first 90 days of the Registration Default Period and shall increase by 0.25% per annum at the end of the 90-day period; provided that in no event shall Special Interest accrue at a rate in excess of 0.50% per annum in the aggregate. In the case of a Registration Default, the Company's only obligation under the Registration Rights Agreement is to pay Special Interest. Accrued Special Interest, if any, shall be paid in cash in arrears on each Interest Payment Date for the Notes; and the amount of accrued Special Interest shall be determined on the basis of the number of days actually elapsed.]

Payment of the principal of and premium, if any, and interest on this Note will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York and will be made in euros. If euros are unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control or the euro is no longer used by the member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of this Note will be made in U.S. dollars until the euro is again available to the Company or so used. The amount payable on any date in euros will be converted into U.S. dollars on the basis of the most recently available market exchange rate for the euro as determined by the Company or its agent (which may be an affiliate of the Company). Any payment in U.S. dollars as described above will not be deemed a default under the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

AMERICAN INTERNATIONAL GROUP, INC.

By: _____

[SEAL]

Attest:

_____

Section 2.3 Form of Reverse of the Notes

This Note is one of a duly authorized issue of securities of the Company (herein called the "Notes"), designated as its 6.797% Euro Notes Due November 15, 2017, issued and to be issued in one or more series under an Indenture, dated as of October 12, 2006, as supplemented by the Fourth Supplemental Indenture, dated as of April 18, 2007, the Eighth Supplemental Indenture, dated as of December 3, 2010, and the Fourteenth Supplemental Indenture, dated as of November 15, 2011 (as so supplemented, the "Indenture," which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof.

The Notes of this series are subject to redemption at any time, in whole or in part, at the election of the Company, upon not less than 30 nor more than 60 days' notice given as provided in the Indenture, at a Redemption Price equal to the greater of (i) 100% of the principal amount to be redeemed, together with accrued and unpaid interest to the Redemption Date, and (ii) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on an annual basis (on the basis of Actual/Actual (ICMA), as defined in the Fourteenth Supplemental Indenture) at the Discount Rate plus 50 basis points, plus accrued and unpaid interest to the Redemption Date; *provided* that the Redemption Price shall equal 100% of the principal amount of the Notes, together with accrued and unpaid interest to the Redemption Date, if the Company elects to redeem all of the outstanding Notes upon becoming obligated to pay Additional Amounts.

The definitions of certain terms used in the paragraph above are listed below.

"Comparable Bundesobligationen Issue" means the 4.25% German Bundesobligationen due January 4, 2017, or, if such security is no longer in issue, the German Bundesobligationen security selected by an independent investment bank selected by the Quotation Agent as having a maturity comparable to the term remaining from the Redemption Date to November 15, 2017 that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity.

"Discount Rate" means, with respect to any Redemption Date, the then current yield on the Comparable Bundesobligationen Issue.

"Quotation Agent" means AIG Markets, Inc. or any other firm appointed by the Company, acting as quotation agent for the Notes. Any successor or substitute Quotation Agent may be an Affiliate of the Company.

In the event of redemption of the Notes in part only, a new Note or Notes of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Notes of this series do not have the benefit of any sinking fund obligation.

The Company will, subject to the exceptions and limitations set forth in the Fourteenth Supplemental Indenture, pay Additional Amounts on this Security with respect to any Beneficial Owner of all or any portion of this Security that is a Non-U.S. Person to ensure that each Net Payment by the Company or any Paying Agent on such portion of this Security, including payment of principal and interest, that it beneficially owns will not be less, due to any present or future tax, assessment or governmental charge of the U.S. or a political subdivision or taxing authority thereof or therein, imposed by withholding with respect to the payment, than the amount that would have been payable in respect of such portion of this Security had no withholding been required. For all purposes of this Security, any Additional Amounts that are payable shall be treated as interest on this Security.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Note or certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Notes of this series shall occur and be continuing, the principal of the Notes of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

As provided in and subject to the provisions of the Indenture, the Holder of this Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Notes of this series, the Holders of not less than 25% in principal amount of the Notes of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Notes of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Note for the enforcement of any payment of principal hereof or premium, if any, or interest hereon on or after the respective due dates expressed herein.

Unless the context otherwise requires, the Original Notes (as defined in the Indenture) and the Exchange Notes (as defined in the Indenture) shall constitute one series for all purposes under the Indenture, including without limitation, amendments, waivers and redemptions.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, or interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and premium, if any, or interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes of this series are issuable only in fully registered form without coupons in denominations of €100,000 and any multiple of €1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Notes of this series are exchangeable for a like aggregate principal amount of Notes of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Note which are defined in the Indenture shall have the meaning assigned to them in the Indenture.

Section 2.4 Form of Trustee's Certificate of Authentication of the Notes

The Trustee's certificates of authentication shall be in substantially the following form:

This is one of the Notes of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON
As Trustee

By: _____
Authorized Signatory

Section 2.5 Title and Terms

Pursuant to Sections 201 and 301 of the Indenture, there is hereby established a series of Securities, the terms of which shall be as follows:

(a) *Designation.* The Notes shall be known and designated as the "6.797% Euro Notes Due November 15, 2017."

(b) *Aggregate Principal Amount.* The aggregate principal amount of the Notes that may be authenticated and delivered under this Fourteenth Supplemental Indenture is initially limited to €420,975,000, except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes issued pursuant to Section 304, 305, 306, 906 or 1107 of the Existing Indenture or Article Two of this Fourteenth Supplemental Indenture. The Company may, without the consent of the Holders of the Notes, issue additional notes having the same ranking, interest rate, Stated Maturity, CUSIP and ISIN numbers and terms as to status, redemption or otherwise as the Notes, in which event such notes and the Notes shall constitute one series for all purposes under the Indenture, including without limitation, amendments, waivers and redemptions.

(c) *Interest and Maturity.* The Stated Maturity of the Notes shall be November 15, 2017 and the Notes shall bear interest and have such other terms as are described in the form of Note set forth in Sections 2.2 and 2.3.

(d) *Redemption.* The Company shall have no obligation to redeem or purchase the Notes pursuant to any sinking fund or analogous provision, or at the option of a Holder thereof. The Notes shall be redeemable at the election of the Company from time to time, in whole or in part, at the times and at the prices specified in the form of Note set forth in Section 2.3.

(e) *Defeasance.* The Notes shall be subject to the defeasance and discharge provisions of Section 1302 of the Existing Indenture and the defeasance of certain obligations and certain events of default provisions of Section 1303 of the Existing Indenture.

(f) *Denominations.* The Notes shall be issuable only in fully registered form without coupons and only in denominations of €100,000 and multiples of €1,000 in excess thereof. The Notes will be denominated in euros and payments of principal and interest will be made in euros. If euros are unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control or the euro is no longer used by the member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in U.S. dollars until the euro is again available to the Company or so used. The amount payable on any date in euros will be converted into U.S. dollars on the basis of the most recently available market exchange rate for the euro as determined by the Company or its agent (which may be an affiliate of the Company). Any payment in U.S. dollars pursuant to this Section 2.5(f) will not be deemed a default under the Indenture.

(g) *Exchange Notes.* Unless the context otherwise requires, the Original Notes and the Exchange Notes issued in exchange for such Original Notes shall constitute one series for all purposes under the Indenture, including without limitation, amendments, waivers and redemptions. All Exchange Notes issued upon any exchange of the Original Notes shall be valid obligations of the Company, evidencing the same debt, and be entitled to the same benefits under the Indenture, as the Original Notes surrendered upon such exchange. Subject to the second paragraph of Section 307 of the Existing Indenture, each Exchange Note delivered in exchange for an Original Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such Original Note.

(h) *Authentication and Delivery*. The Notes shall be executed, authenticated, delivered and dated in accordance with Section 303 of the Existing Indenture.

(i) *Additional Covenant and Amendment to the Base Indenture*. The additional covenant of the Company and amendment to the Base Indenture, each as set forth in Article III of the Eighth Supplemental Indenture, dated as of December 3, 2010, shall apply to the Notes.

(j) *Depositary.* With respect to Notes issuable or issued in whole or in part in the form of one or more Global Notes, the Depositary shall be The Bank of New York Depository (Nominees) Limited, as depositary for Euroclear and Clearstream, for so long as it shall be a clearing agency registered under the Exchange Act, or such successor (which shall be a clearing agency registered under the Exchange Act) as the Company shall designate from time to time in an Officers' Certificate delivered to the Trustee.

(k) *Additional Amounts*. The Company will, subject to the exceptions and limitations set forth below, pay additional amounts ("Additional Amounts") on the Notes, including payment of principal of and interest, with respect to any Beneficial Owner of the Notes that is a Non-U.S. Person to ensure that each Net Payment by the Company or any Paying Agent to that Non-U.S. Person on the Notes will not be less, due to the payment of U.S. withholding tax, than the amount otherwise then due and payable.

Notwithstanding the foregoing, the Company's foregoing obligations to pay Additional Amounts shall not apply:

(i) if a payment on the Notes is reduced as a result of any tax, assessment or governmental charge that is imposed or withheld solely by reason of the Beneficial Owner:

A) having, having had or being considered as having had a relationship with the U.S. as a citizen or resident or otherwise;

B) being treated as present in, or engaged in, or being treated as having in the past been present in or engaged in a trade or business in the U.S. or having or having had a permanent establishment in the U.S.;

C) being or having been a personal holding company, a foreign private foundation or other foreign tax-exempt organization, a passive foreign investment company, a controlled foreign corporation, or a corporation that has accumulated earnings to avoid U.S. federal income tax;

D) owning or having owned, actually or constructively, 10% or more of the total combined voting power of all classes of the Company's stock entitled to vote; or

E) being a bank (i) purchasing Notes in the ordinary course of its lending business or (ii) that is neither (A) buying the Notes for investment purposes only nor (B) buying the Notes for resale to a third-party that either is not a bank or holding the Notes for investment purposes only.

For purposes of Section 2.5(k)(i), "Beneficial Owner" includes a fiduciary, settlor, partner, member, shareholder or beneficiary of the holder if the holder is an estate, trust, partnership, limited liability company, corporation or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder.

(ii) to any Beneficial Owner that is a fiduciary, a partnership, a limited liability company, another fiscally transparent entity or that is not the sole Beneficial Owner of the Notes or any portion of the Notes, but only to the extent that a beneficiary or settlor in relation to the fiduciary, or a Beneficial Owner, partner or member of the partnership, limited liability company or other fiscally transparent entity, would not have been entitled to the payment of an Additional Amount had the beneficiary, settlor, Beneficial Owner, partner, or member received directly its beneficial or distributive share of the payment;

(iii) if a payment on the Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld by reason of the failure of the Beneficial Owner or any other person to comply with applicable certification, identification, documentation or other information reporting requirements, if compliance with these reporting requirements is required by statute or by regulation of the U.S. or by an applicable income tax treaty to which the U.S. is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(iv) if a payment on the Notes is reduced as a result of any tax, assessment or other governmental charge that is collected or imposed by any method other than by withholding by the Company or any withholding agent (within the meaning of the applicable rules) from a payment on such Notes;

(v) if a payment on the Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld by reason of the presentation by the Beneficial Owner for payment more than 30 days after the date on which such payment became due or is duly provided for, whichever occurs later;

(vi) if a payment on the Notes is reduced as a result of any estate tax, inheritance tax, gift tax, sales tax, excise tax, transfer tax, wealth tax, personal property tax or any similar tax, assessment, withholding, deduction or other governmental charge;

(vii) if a payment on the Notes is reduced as a result of any tax, assessment or other governmental charge required to be withheld by any withholding agent (within the meaning of the applicable rules) from a payment of principal or interest on the Notes, if that payment can be made without such withholding by any other withholding agent;

(viii) if a payment on the Notes is reduced as a result of any tax, assessment or other governmental charge that is required to be made pursuant to any EU Directive on the taxation of savings income or any law implementing or complying with, or introduced to conform to, any such Directive; or

(ix) if a payment on the Notes is reduced as a result of any combination of the above clauses (i) through (viii) of this Section 2.5(k).

Except as provided in this Section 2.5(k), the Company shall have no obligation to make any payment with respect to any tax, assessment or other governmental charge imposed by any government, political subdivision or taxing authority.

Section 2.6 Transfer and Exchanges; Securities Act Legends

(a) *Certain Transfers and Exchanges*. Transfers and exchanges of Notes and beneficial interests in a Global Note shall be made only in accordance with this Section 2.6(a).

(i) *Restricted Global Note to Regulation S Global Note or Unrestricted Global Note*. If the owner of a beneficial interest in the Restricted Global Note wishes to transfer such interest to a Person who wishes to acquire the same in the form of a beneficial interest in the Regulation S Global Note or the Unrestricted Global Note, such transfer may be effected only in accordance with the provisions of this Section 2.6(a)(i) and subject to the Applicable Procedures. Upon receipt by the Trustee, as Security Registrar, of (i) an order given by the Depositary or its authorized representative directing that a beneficial interest in the Regulation S Global Note or Unrestricted Global Note in a specified principal amount be credited to a specified Agent Member's account and that a beneficial interest in the Restricted Global Note in an equal amount be debited from the same or another specified Agent Member's account and (ii) an Unrestricted Notes Certificate, satisfactory to the Company and duly executed by the Holder of such Restricted Global Note or his attorney duly authorized in writing, then the Trustee, as Security Registrar, shall reduce the principal amount of such Restricted Global Note and increase the principal amount of the Regulation S Global Note or the Unrestricted Global Note by such specified principal amount, *provided* that if the transfer is to occur during the Restricted Period, then such Person will take delivery in the form of a Regulation S Global Note.

(ii) *Regulation S Global Note to Restricted Global Note*. If during the Restricted Period, the owner of a beneficial interest in the Regulation S Global Note wishes to transfer such interest to a Person who wishes to acquire the same in the form of a beneficial interest in the Restricted Global Note, such transfer may be effected only in accordance with this Section 2.6(a)(ii) and subject to the Applicable Procedures. Upon receipt by the Trustee, as Security Registrar, of (i)

an order given by the Depositary or its authorized representative directing that a beneficial interest in the Restricted Global Note in a specified principal amount be credited to a specified Agent Member's account and that a beneficial interest in the Regulation S Global Note in an equal principal amount be debited from the same or another specified Agent Member's account and (ii) a Restricted Notes Certificate, satisfactory to the Company and duly executed by the Holder of such Regulation S Global Note or his attorney duly authorized in writing, then the Trustee, as Security Registrar, shall reduce the principal amount of such Regulation S Global Note and increase the principal amount of the Restricted Global Note by such specified principal amount.

(iii) *Global Note to Non-Global Note*. Notwithstanding any other provision in this Indenture, no Global Note may be exchanged in whole or in part for Notes registered, and no transfer of a Global Note in whole or in part may be registered, in the name of any Person other than the Depositary for such Global Note or a nominee thereof unless (A) such Depositary has notified the Company that it is unwilling or unable or no longer permitted under applicable law to continue as Depositary for such Global Note and the Company does not appoint another institution to act as Depositary within 90 days, (B) there shall have occurred and be continuing an Event of Default with respect to such Global Note, or (C) the Company so directs the Trustee by a Company Order.

(b) *Securities Act Legends*. Rule 144A Notes and their Successor Notes (other than Unrestricted Global Notes) shall bear the Restricted Notes Legend, and Regulation S Notes and their Successor Notes (other than Unrestricted Global Notes) shall bear the Regulation S Legend.

ARTICLE THREE

MISCELLANEOUS

Section 3.1 Relationship to Existing Indenture

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

Section 3.2 Modification of the Existing Indenture

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

Section 3.3 Governing Law

This instrument shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.4 Counterparts

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

Section 3.5 Trustee Makes No Representation

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

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

AMERICAN INTERNATIONAL GROUP, INC.

By /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Executive Vice President and Treasurer

Attest:

/s/ Jeffrey A. Welikson

THE BANK OF NEW YORK MELLON,
as Trustee

By /s/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

RESTRICTED NOTES CERTIFICATE

The Bank of New York Mellon
101 Barclay Street, Floor 8 West
New York, New York 10286
Attn: Corporate Trust Administration

Re: 6.797% Euro Notes Due November 15, 2017 of American International Group, Inc. (the "Notes")

Reference is made to the Indenture, dated as of October 12, 2006, between American International Group, Inc. (the "Company") and The Bank of New York Mellon, as Trustee, as supplemented (the "Indenture"). Terms used herein and defined in the Indenture or in Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), are used herein as so defined.

This certificate relates to €_____ principal amount of Notes, which are evidenced by the following certificate(s) (the "Specified Securities"):

CUSIP No(s). [070207214 (144A)/070207192 (Reg. S)]

ISIN [XS0702072140 (144A)/XS0702071928 (Reg. S)]

COMMON CODE

CERTIFICATE No(s). _____

The person in whose name this certificate is executed below (the "Undersigned") hereby certifies that (i) it is the sole beneficial owner of the Specified Securities, (ii) it is acting on behalf of all the beneficial owners of the Specified Securities and is duly authorized by them to do so or (iii) it is the Holder of a Global Note and has received a certification to the effect set forth below. Such beneficial owner or owners are referred to herein collectively as the "Owner." If the Specified Securities are represented by a Global Note, they are held through the Depositary or an Agent Member in the name of the Undersigned, as or on behalf of the Owner. If the Specified Securities are not represented by a Global Note, they are registered in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Securities be transferred to a person (the "Transferee") who will take delivery in the form of a Restricted Global Note. In connection with such transfer, the Owner hereby certifies that, unless such transfer is

being effected pursuant to an effective registration statement under the Securities Act, it is being effected in accordance with Rule 144A under the Securities Act and all applicable securities laws of the states of the United States and other jurisdictions. Accordingly, the Owner hereby further certifies as follows:

(A) the Specified Securities are being transferred to a person that the Owner and any person acting on its behalf reasonably believe is a "qualified institutional buyer" within the meaning of Rule 144A, acquiring for its own account or for the account of a qualified institutional buyer; and

(B) the Owner and any person acting on its behalf have taken reasonable steps to ensure that the Transferee is aware that the Owner may be relying on Rule 144A in connection with the transfer.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

Dated:

(Print the name of the Undersigned, as such term is defined in the third paragraph of this certificate.)

By: _____

Name:
Title:

(If the Undersigned is a corporation, partnership or fiduciary, the title of the person signing on behalf of the Undersigned must be stated.)

UNRESTRICTED NOTES CERTIFICATE

The Bank of New York Mellon
101 Barclay Street, Floor 8 West
New York, New York 10286
Attn: Corporate Trust Administration

Re: 6.797% Euro Notes Due November 15, 2017 of American International Group, Inc. (the "Notes")

Reference is made to the Indenture, dated as of October 12, 2006, between American International Group, Inc. (the "Company") and The Bank of New York Mellon, as Trustee, as supplemented (the "Indenture"). Terms used herein and defined in the Indenture or in Regulation S, Rule 144 or Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), are used herein as so defined.

This certificate relates to €_____ principal amount of Notes, which are evidenced by the following certificate(s) (the "Specified Securities"):

CUSIP No(s). [070207214 (144A)/070207192 (Reg. S)]

ISIN [XS0702072140 (144A)/XS0702071928 (Reg. S)]

COMMON CODE

CERTIFICATE No(s). _____

The person in whose name this certificate is executed below (the "Undersigned") hereby certifies that (i) it is the sole beneficial owner of the Specified Securities, (ii) it is acting on behalf of all the beneficial owners of the Specified Securities and is duly authorized by them to do so or (iii) it is the Holder of a Global Note and has received a certification to the effect set forth below. Such beneficial owner or owners are referred to herein collectively as the "Owner." If the Specified Securities are represented by a Global Note, they are held through the Depositary or an Agent Member in the name of the Undersigned, as or on behalf of the Owner. If the Specified Securities are not represented by a Global Note, they are registered in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Securities be transferred to a person (the "Transferee") who will take delivery in the form of a Regulation S Global Note (if certification is given during the Restricted Period pursuant to paragraph (1) below) or an Unrestricted Global Note (if certification is given (a) after the Restricted Period pursuant to paragraph (1) or (b) pursuant to paragraph (2)). In connection with such transfer, the

Owner hereby certifies or has certified that, unless such transfer is being effected pursuant to an effective registration statement under the Securities Act, it is being effected in accordance with Rule 904 of Regulation S or Rule 144 under the Securities Act and all applicable securities laws of the states of the United States and other jurisdictions. Accordingly, the Owner hereby further certifies or has certified as follows:

(1) Rule 904 Transfers. If the transfer is being effected in accordance with Rule 904 of Regulation S:

(A) the Owner is not a Distributor of the Securities, an affiliate of the Company or any such Distributor or a person acting on behalf of any of the foregoing;

(B) the offer of the Specified Securities was not made to a person in the United States or for the account or benefit of a U.S. Person;

(C) either:

(i) at the time the buy order was originated, the Transferee was outside the United States or the Owner and any person acting on its behalf reasonably believed that the Transferee was outside the United States, or

(ii) the transaction is being executed in, on or through the facilities of the Eurobond market, as regulated by the International Securities Market Association or another designated offshore securities market and neither the Owner nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States;

(D) no directed selling efforts have been made in the United States by or on behalf of the Owner or any affiliate thereof;

(E) if the Owner is a dealer in securities or has received a selling concession, fee or other remuneration in respect of the Specified Securities, and the transfer is to occur during the Restricted Period, then the requirements of Rule 904(b)(1) have been satisfied; and

(F) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act;

provided that if the transfer is to occur during the Restricted Period, then the Transferee will take delivery in the form of a Regulation S Global Note.

(2) Rule 144 Transfers. If the transfer is being effected pursuant to Rule 144:

(A) the transfer is occurring after a holding period of at least six months has elapsed since the Specified Securities were last acquired from the Company or from an affiliate of the Company, whichever is later, and is being effected in accordance the requirements of Rule 144; and

(B) if the transfer is occurring prior to the first anniversary of the date of issuance of the Specified Securities, the Company is, and has been for a period of at least 90 days immediately before the transfer, subject to the reporting requirements of section 13 or 15(d) of the Securities Exchange Act of 1934.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

Dated:

(Print the name of the Undersigned, as such term is defined in the third paragraph of this certificate.)

By:

Name:
Title:

(If the Undersigned is a corporation, partnership or fiduciary, the title of the person signing on behalf of the Undersigned must be stated.)

Exhibit 4.6

AMERICAN INTERNATIONAL GROUP, INC.

Fifteenth Supplemental

Indenture

Dated as of November 15, 2011

(Supplemental to Indenture Dated as of October 12, 2006)

THE BANK OF NEW YORK MELLON,
as Trustee

FIFTEENTH SUPPLEMENTAL INDENTURE, dated as of November 15, 2011 (the "Fifteenth Supplemental Indenture"), between American International Group, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), and The Bank of New York Mellon, a New York banking corporation, as Trustee (herein called the "Trustee");

R E C I T A L S:

WHEREAS, the Company has heretofore executed and delivered to The Bank of New York Mellon, as trustee, an Indenture, dated as of October 12, 2006 (the "Base Indenture," and as supplemented by the Fourth Supplemental Indenture, dated as of April 18, 2007, and the Eighth Supplemental Indenture, dated as of December 3, 2010, the "Existing Indenture") (the Existing Indenture, as the same may be amended or supplemented from time to time, including by this Fifteenth Supplemental Indenture, the "Indenture"), providing for the issuance from time to time of the Company's unsecured debentures, notes or other evidences of indebtedness (herein and therein called the "Securities"), to be issued in one or more series;

WHEREAS, Section 901 of the Existing Indenture permits the Company and the Trustee to enter into an indenture supplemental to the Existing Indenture to establish the form and terms of additional series of Securities as permitted by Sections 201 and 301 of the Existing Indenture without the consent of the holders of the Securities;

WHEREAS, Section 201 of the Existing Indenture permits the form of Securities of any additional series of Securities to be established pursuant to an indenture supplemental to the Existing Indenture;

WHEREAS, Section 301 of the Existing Indenture permits the terms of any additional series of Securities to be established pursuant to an indenture supplemental to the Existing Indenture;

WHEREAS, the Company has authorized the issuance of £662,222,000 in aggregate principal amount of its 6.765% Sterling Notes Due November 15, 2017 (the "Notes");

WHEREAS, the Notes will be established as a series of Securities under the Indenture;

WHEREAS, pursuant to resolutions of (i) the Board of Directors of the Company adopted at a meeting duly called on September 14, 2010, and (ii) the Finance and Risk Committee of the Board of Directors of the Company adopted at meetings duly called on October 10, 2007 and on October 12, 2011, the Company has duly authorized the execution and delivery of this Fifteenth Supplemental Indenture to establish the form and terms of the Notes; and

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

NOW, THEREFORE, THIS FIFTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:

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

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Relation to Existing Indenture

This Fifteenth Supplemental Indenture constitutes a part of the Indenture (the provisions of which, as modified by this Fifteenth Supplemental Indenture, shall apply to the Notes) in respect of the Notes, and shall not modify, amend or otherwise affect the Existing Indenture insofar as it relates to any other series of Securities or affects in any manner the terms and conditions of the Securities of any other series.

Section 1.2 Definitions

For all purposes of this Fifteenth Supplemental Indenture, the capitalized terms used herein (i) which are defined in this Section 1.2 have the respective meanings assigned hereto in this Section 1.2, and (ii) which are defined in the Existing Indenture (and which are not defined in this Section 1.2) have the respective meanings assigned thereto in the Existing Indenture. For all purposes of this Fifteenth Supplemental Indenture:

(a) all references herein to Articles, Sections, the preamble or the recitals, unless otherwise specified, refer to the corresponding Articles and Sections of, or the preamble or recitals to, this Fifteenth Supplemental Indenture;

(b) the terms “herein,” “hereof,” and “hereunder” and words of similar import refer to this Fifteenth Supplemental Indenture;

(c) words in the singular include the plural, and in the plural include the singular; and

(d) the following terms, as used herein, have the following meanings:

“Actual/Actual (ICMA)” means the number of days in such period divided by the product of (x) the number of days in the Interest Period in which it falls and (y) two.

"Additional Amounts" has the meaning set forth in Section 2.5(k).

"Agent Member" means any member of, or participant in, Euroclear or Clearstream.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, Euroclear and Clearstream, in each case to the extent applicable to such transaction and as in effect at the time of such transfer or transaction.

"Base Indenture" has the meaning set forth in the recitals.

"Beneficial Owner" means a beneficial owner of the Notes for U.S. federal income tax purposes.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday or Friday on which dealings in pounds sterling are transacted in the London interbank market.

"Clearstream" means Clearstream Banking, société anonyme, Luxembourg (or any successor securities clearing agency).

"Company" has the meaning set forth in the preamble.

"Depositary" means, with respect to Notes issuable or issued in whole or in part in the form of one or more Global Notes, The Bank of New York Depository (Nominees) Limited, as depositary for Euroclear and Clearstream, for so long as it shall be a clearing agency registered under the Exchange Act, or such successor (which shall be a clearing agency registered under the Exchange Act) as the Company shall designate from time to time in an Officers' Certificate delivered to the Trustee.

"Discount Rate" has the meaning specified in the form of Note contained in Section 2.3.

"Euroclear" means the Euroclear Bank S.A./N.V. (or any successor securities clearing agency), as operator of the Euroclear system.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Exchange Notes" means the notes issued pursuant to the Exchange Offer and their Successor Notes. The Exchange Notes shall be deemed part of the same series as the Original Notes for which they are exchanged.

"Exchange Offer" has the meaning specified in the form of Note contained in Section 2.2.

"Exchange Offer Registration Statement" has the meaning specified in the form of Note contained in Section 2.2.

"Existing Indenture" has the meaning set forth in the recitals.

"Final Settlement Date" has the meaning set forth in the Form of Note contained in Section 2.2.

"Fifteenth Supplemental Indenture" has the meaning set forth in the preamble.

"Global Note" means a Note that evidences all or part of the Notes and bears the legend specified in Section 2.2. The Restricted Global Note, the Regulation S Global Note and the Unrestricted Global Note representing the Notes shall each be a Global Note.

"Indenture" has the meaning set forth in the recitals.

"Interest Payment Date" has the meaning specified in the form of Note contained in Section 2.2.

"Interest Period" means the period from and including any Interest Payment Date (or, in the case of the first Interest Payment Date, November 15, 2011) to but excluding the next Interest Payment Date.

"Issue Date" has the meaning specified in the form of Note contained in Section 2.2.

"Net Payment" means a payment by the Company or any Paying Agent on the Notes, including payment of principal and interest, after deduction for any present or future U.S. tax, assessment or other governmental charge on the Additional Amounts.

"Non-U.S. Person" means any Person who, for U.S. federal income tax purposes is (a) an individual that is a nonresident alien, (b) a corporation organized or created under non-U.S. law, (c) a foreign partnership, one or more members of which, for U.S. federal income tax purposes, is a corporation organized or created under non-U.S. law, a nonresident alien individual or a nonresident alien fiduciary of a non-U.S. estate or trust or (d) a nonresident alien fiduciary of an estate or trust that is not subject to U.S. federal income tax on a net income basis on income or gain from a Note.

"Notes" has the meaning set forth in the recitals.

"Original Notes" means all Notes other than Exchange Notes and Unrestricted Notes.

"Quotation Agent" has the meaning specified in the form of Note contained in Section 2.3.

"Registration Default" has the meaning specified in the form of Note contained in Section 2.2.

"Registration Default Period" has the meaning specified in the form of Note contained in Section 2.2.

"Registration Rights Agreement" has the meaning specified in the form of Note contained in Section 2.2.

"Regular Record Date" has the meaning specified in the form of Note contained in Section 2.2.

"Regulation S" means Regulation S under the Securities Act (or any successor provision), as it may be amended from time to time.

"Regulation S Global Note" has the meaning specified in Section 2.1.

"Regulation S Legend" means a legend substantially in the form of the legend required in the form of Note set forth in Section 2.2 to be placed upon each Regulation S Note.

"Regulation S Notes" means all Notes required pursuant to Section 2.6(b) to bear a Regulation S Legend. Such term includes the Regulation S Global Note.

"Restricted Global Note" has the meaning specified in Section 2.1.

"Restricted Note" means all Notes required pursuant to Section 2.6(b) to bear any Restricted Notes Legend. Such term includes the Restricted Global Note.

"Restricted Notes Certificate" means a certificate substantially in the form set forth in Annex A.

"Restricted Notes Legend" means a legend substantially in form of the legend required in the form of Note set forth in Section 2.2 to be placed upon each Restricted Note.

"Restricted Period" means the period of 41 consecutive days beginning on November 15, 2011 or, if additional Notes are issued on or about the Final Settlement Date, the Final Settlement Date.

"Rule 144A" means Rule 144A under the Securities Act (including any successor rule thereto), as the same may be amended from time to time.

"Rule 144A Notes" means all Notes initially issued by the Company in reliance on the exemption provided by Section 4(2) of the Securities Act.

"Securities" has the meaning specified in the recitals.

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

"Securities Act Legend" means the Restricted Notes Legend and/or the Regulation S Legend.

"Shelf Registration Statement" has the meaning specified in the form of Note contained in Section 2.2.

"Special Interest" has the meaning specified in the form of Note contained in Section 2.2.

"Sterling Gross Redemption Yield" has the meaning specified in the form of Note contained in Section 2.3.

"Sterling Reference Bond" has the meaning specified in the form of Note contained in Section 2.3.

"Sterling Reference Market Makers" has the meaning specified in the form of Note contained in Section 2.3

"Successor Note" of any particular Note means every Note issued after, and evidencing all or a portion of the same debt as that evidenced by, such particular Note; and, for the purposes of this definition, any Exchange Note issued in exchange for an Original Note shall be deemed a successor Note of such Original Note and any Note authenticated and delivered under Section 304, 305, 306 or 906 of the Existing Indenture in exchange for or in lieu of a Note shall be deemed to evidence the same debt as the particular Note.

"Trustee" has the meaning set forth in the preamble.

"Unrestricted Global Note" means a Global Note that does not contain a Securities Act Legend. The Unrestricted Global Note will have an initial principal amount of zero.

"Unrestricted Note" means any Note represented by the Unrestricted Global Note.

"Unrestricted Notes Certificate" means a certificate substantially in the form set forth in Annex B.

ARTICLE TWO

GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.1 Forms of Notes Generally

The Notes shall be in substantially the forms set forth in this Article with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange, or as may, consistent with the Indenture, be determined by the officers executing such Notes, as evidenced by their execution of such Notes.

The Trustee's certificate of authentication shall be in substantially the form set forth in Section 2.4.

Upon their original issuance, the Rule 144A Notes and the Regulation S Notes shall be issued in the form of separate Global Notes, registered in the name of the Depositary or its nominee and deposited with the Trustee, as custodian for the Depositary, for credit by the Depositary to the respective accounts of beneficial owners of the Notes represented thereby (or such other accounts as they may direct). Each such Global Note will constitute a single Security for all purposes of the Indenture. The Global Notes representing the Rule 144A Notes, together with their Successor Notes which are Global Notes other than Regulation S Global Notes or Unrestricted Global Notes, are collectively herein called the "Restricted Global Notes." The Global Notes representing Regulation S Notes, together with their Successor Notes which are Global Notes other than Restricted Global Notes or Unrestricted Global Notes, are collectively herein called the "Regulation S Global Notes."

Section 2.2 Form of Face of the Notes

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A NOTE REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

[INCLUDE IF NOTE IS A RESTRICTED NOTE – THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE

IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) (1) TO A PERSON WHO THE TRANSFEROR REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT ACQUIRING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (2) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER OR (3) OUTSIDE THE UNITED STATES TO PERSONS OTHER THAN U.S. PERSONS, PURSUANT TO THE TERMS AND CONDITIONS OF REGULATION S UNDER THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS.]

[INCLUDE IF NOTE IS A REGULATION S NOTE – THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, PRIOR TO THE EXPIRATION OF FORTY DAYS FROM THE LATER OF (1) THE DATE ON WHICH THESE NOTES WERE FIRST OFFERED AND (2) THE LAST DATE OF ISSUANCE OF THESE NOTES, MAY NOT BE OFFERED, SOLD OR DELIVERED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON EXCEPT (A) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING FOR ITS OWN ACCOUNT OR THE ACCOUNT OF ONE OR MORE OTHER QUALIFIED INSTITUTIONAL BUYERS IN ACCORDANCE WITH RULE 144A, OR (B) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR 904 OF REGULATION S. THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.]

EACH PURCHASER AND TRANSFEREE OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS THAT EITHER (A) IT IS NOT ACQUIRING THE NOTE WITH THE ASSETS OF (1) ANY "EMPLOYEE BENEFIT PLAN" SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF ERISA BY REASON OF THE INVESTMENT BY SUCH PLANS

OR ACCOUNTS THEREIN OR (2) ANY GOVERNMENTAL OR NON-U.S. PLAN SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF THE CODE OR ERISA (COLLECTIVELY, "SIMILAR LAWS") OR (B) THE ACQUISITION AND HOLDING OF SUCH NOTE DOES NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER ERISA, THE CODE, OR ANY SIMILAR LAWS. SUCH HOLDER FURTHER REPRESENTS AND COVENANTS THAT THROUGHOUT THE PERIOD IT HOLDS NOTES, THE FOREGOING REPRESENTATIONS SHALL BE TRUE.

THIS NOTE AND ANY RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON RESALES AND OTHER TRANSFERS OF THIS NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE SHALL BE DEEMED BY THE ACCEPTANCE OF THIS NOTE TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.

AMERICAN INTERNATIONAL GROUP, INC.

6.765% STERLING NOTES DUE NOVEMBER 15, 2017

No. _____
ISIN No.: [XS0702072900 (144A)/ XS0702072819 (Reg. S)] £_____

AMERICAN INTERNATIONAL GROUP, INC., a corporation duly organized and existing under the laws of Delaware (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to The Bank of New York Depository (Nominees) Limited, or its registered assigns, the principal sum of _____ pounds sterling (£_____) on November 15, 2017, and to pay interest thereon from November 15, 2011, or from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for, semiannually in arrears on each May 15 and November 15 (each such date, an "Interest Payment Date"), commencing on May 15, 2012 at the rate of 6.765% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the Regular Record Date for such interest, which shall be the May 1 or November 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for (such interest, "Defaulted Interest") will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on a Special

Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof which shall be given to Holders of Notes of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Interest shall be computed on the basis of Actual/Actual (ICMA), as defined in the Fifteenth Supplemental Indenture.

In the event that an Interest Payment Date is not a Business Day, the Company shall pay interest on the next day that is a Business Day, with the same force and effect as if made on the Interest Payment Date, and without any interest or other payment with respect to the delay. If the Stated Maturity or earlier Redemption Date falls on a day that is not a Business Day, the payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, with the same force and effect as if made on the Stated Maturity or earlier Redemption Date, provided that no interest shall accrue for the period from and after such Stated Maturity or earlier Redemption Date.

[INCLUDE IF NOTE IS ORIGINAL NOTE—Pursuant to the Exchange and Registration Rights Agreement, dated as of November 15, 2011 (the "Registration Rights Agreement"), by and among the Company and the Dealer Managers listed therein, the Company has agreed for the benefit of the Holders from time to time of this Note that it will (i) file under the Securities Act, no later than 270 days after November 15, 2011 (the "Final Settlement Date"), a registration statement (the "Exchange Offer Registration Statement") relating to an offer to exchange this Note for a new debt security having terms substantially identical to this Note but that is registered under the Securities Act (the "Exchange Offer"), (ii) use its commercially reasonable efforts to cause the Exchange Offer Registration Statement to become effective under the Securities Act no later than 360 days following the Final Settlement Date and (iii) use its commercially reasonable efforts to commence and complete the Exchange Offer promptly, but no later than 30 days after the Exchange Offer Registration Statement has become effective; *provided, however*, that if on or prior to the time the Exchange Offer is completed, existing interpretations of the Securities and Exchange Commission or the staff thereof are changed such that this Note is not or would not be, upon receipt under the Exchange Offer, transferable by the Holder of this Note (other than a "Restricted Holder" as defined in the Registration Rights Agreement) without restriction under the Securities Act, the Company has agreed to file under the Securities Act no later than 360 days after November 15, 2011 (the "Issue Date"), a "shelf" registration statement providing for the registration of and the sale on a continuous or delayed basis by the Holder of this Note (such registration statement, the "Shelf Registration Statement") and to use its commercially reasonable efforts to cause the Shelf Registration Statement to become effective no later than 30 days after the Shelf Registration Statement is filed.

In the event that (i) the Exchange Offer has not been completed within 390 days after the Issue Date, (ii) a Shelf Registration Statement is required to be filed and is not effective within 390 days of the Issue Date, or (iii) the Exchange Offer Registration Statement or, if applicable, the Shelf Registration Statement is filed and declared effective but shall thereafter either be withdrawn by the Company or shall become subject to a stop order, except as permitted by the Registration Rights Agreement, in each case (i) through (iii) upon the terms and conditions set forth in the Registration Rights Agreement (each such event referred to in clauses (i) through (iii), a "Registration Default" and each period during which a Registration Default has occurred and is continuing, until the earlier of such time as no Registration Default is in effect or the second anniversary of the Issue Date, a "Registration Default Period"), then special interest ("Special Interest") will accrue (in addition to the stated interest on this Note) at a per annum rate of 0.25% for the first 90 days of the Registration Default Period and shall increase by 0.25% per annum at the end of the 90-day period; provided that in no event shall Special Interest accrue at a rate in excess of 0.50% per annum in the aggregate. In the case of a Registration Default, the Company's only obligation under the Registration Rights Agreement is to pay Special Interest. Accrued Special Interest, if any, shall be paid in cash in arrears on each Interest Payment Date for the Notes; and the amount of accrued Special Interest shall be determined on the basis of the number of days actually elapsed.]

Payment of the principal of and premium, if any, and interest on this Note will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York and will be made in Sterling. If Sterling is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control or Sterling is no longer used by the United Kingdom as its currency, then all payments in respect of this Note will be made in U.S. dollars until Sterling is again available to the Company or so used. The amount payable on any date in Sterling will be converted into U.S. dollars on the basis of the most recently available market exchange rate for Sterling as determined by the Company or its agent (which may be an affiliate of the Company). Any payment in U.S. dollars as described above will not be deemed a default under the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

AMERICAN INTERNATIONAL GROUP, INC.

By: _____

[SEAL**]**

Attest:

_____

Section 2.3 Form of Reverse of the Notes

This Note is one of a duly authorized issue of securities of the Company (herein called the "Notes"), designated as its 6.765% Sterling Notes Due November 15, 2017, issued and to be issued in one or more series under an Indenture, dated as of October 12, 2006, as supplemented by the Fourth Supplemental Indenture, dated as of April 18, 2007, the Eighth Supplemental Indenture, dated as of December 3, 2010, and the Fifteenth Supplemental Indenture, dated as of November 15, 2011 (as so supplemented, the "Indenture," which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof.

The Notes of this series are subject to redemption at any time, in whole or in part, at the election of the Company, upon not less than 30 nor more than 60 days' notice given as provided in the Indenture, at a Redemption Price equal to the greater of (i) 100% of the principal amount to be redeemed, together with accrued and unpaid interest to the Redemption Date, and (ii) as determined by the Quotation Agent, the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on a semiannual basis (on the basis of Actual/Actual (ICMA), as defined in the Fifteenth Supplemental Indenture) at the Discount Rate plus 50 basis points, plus accrued and unpaid interest to the Redemption Date; *provided* that the Redemption Price shall equal 100% of the principal amount of the Notes, together with accrued and unpaid interest to the Redemption Date, if the Company elects to redeem all of the outstanding Notes upon becoming obligated to pay Additional Amounts.

The definitions of certain terms used in the paragraph above are listed below.

"Discount Rate" means, with respect to any Redemption Date, the Sterling Gross Redemption Yield (determined by reference to the middle market price) at 11:00 a.m., London time, on the Reference Date of the Sterling Reference Bond.

"Quotation Agent" means AIG Markets, Inc. or any other firm appointed by the Company, acting as quotation agent for the Notes. Any successor or substitute Quotation Agent may be an Affiliate of the Company.

"Sterling Gross Redemption Yield" means the gross redemption yield on the Sterling Reference Bond (as calculated by the Quotation Agent on the basis set out in the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields" page 4, Section One: Price/Yield Formulae "Conventional Gilts; Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date" (published on June 8, 1998 and updated on March 15, 2002 and as further updated or amended) on a semi-annual compounding basis (converted on an annualized yield and rounded up (if necessary) to four decimal places)).

"Sterling Reference Bond" means the 4.0% Treasury Stock due September 7, 2016, or if such stock is no longer in issue such other United Kingdom government stock with a maturity date as near as possible to the maturity date of the Notes, as the Quotation Agent may, with the advice of the Sterling Reference Market Makers, determine to be appropriate by way of substitution for the 4.0% Treasury Stock due September 7, 2016.

"Sterling Reference Market Makers" means three brokers or market makers of gilts selected by the Quotation Agent.

In the event of redemption of the Notes in part only, a new Note or Notes of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Notes of this series do not have the benefit of any sinking fund obligation.

The Company will, subject to the exceptions and limitations set forth in the Fifteenth Supplemental Indenture, pay Additional Amounts on this Security with respect to any Beneficial Owner of all or any portion of this Security that is a Non-U.S. Person to ensure that each Net Payment by the Company or any Paying Agent on such portion of this Security, including payment of principal and interest, that it beneficially owns will not be less, due to any present or future tax, assessment or governmental charge of the U.S. or a political subdivision or taxing authority thereof or therein, imposed by withholding with respect to the payment, than the amount that would have been payable in respect of such portion of this Security had no withholding been required. For all purposes of this Security, any Additional Amounts that are payable shall be treated as interest on this Security.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Note or certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Notes of this series shall occur and be continuing, the principal of the Notes of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

As provided in and subject to the provisions of the Indenture, the Holder of this Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Notes of this series, the Holders of not less than 25% in principal amount of the Notes of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Notes of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Note for the enforcement of any payment of principal hereof or premium, if any, or interest hereon on or after the respective due dates expressed herein.

Unless the context otherwise requires, the Original Notes (as defined in the Indenture) and the Exchange Notes (as defined in the Indenture) shall constitute one series for all purposes under the Indenture, including without limitation, amendments, waivers and redemptions.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, or interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and premium, if any, or interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes of this series are issuable only in fully registered form without coupons in denominations of £100,000 and any multiple of £1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Notes of this series are exchangeable for a like aggregate principal amount of Notes of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Note which are defined in the Indenture shall have the meaning assigned to them in the Indenture.

Section 2.4 Form of Trustee's Certificate of Authentication of the Notes

The Trustee's certificates of authentication shall be in substantially the following form:

This is one of the Notes of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON
As Trustee

By: _____
Authorized Signatory

Section 2.5 Title and Terms

Pursuant to Sections 201 and 301 of the Indenture, there is hereby established a series of Securities, the terms of which shall be as follows:

(a) *Designation.* The Notes shall be known and designated as the "6.765% Sterling Notes Due November 15, 2017."

(b) *Aggregate Principal Amount.* The aggregate principal amount of the Notes that may be authenticated and delivered under this Fifteenth Supplemental Indenture is initially limited to £662,222,000, except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes issued pursuant to Section 304, 305, 306, 906 or 1107 of the Existing Indenture or Article Two of this Fifteenth Supplemental Indenture. The Company may, without the consent of the Holders of the Notes, issue additional notes having the same ranking, interest rate, Stated Maturity, CUSIP and ISIN numbers and terms as to status, redemption or otherwise as the Notes, in which event such notes and the Notes shall constitute one series for all purposes under the Indenture, including without limitation, amendments, waivers and redemptions.

(c) *Interest and Maturity.* The Stated Maturity of the Notes shall be November 15, 2017 and the Notes shall bear interest and have such other terms as are described in the form of Note set forth in Sections 2.2 and 2.3.

(d) *Redemption.* The Company shall have no obligation to redeem or purchase the Notes pursuant to any sinking fund or analogous provision, or at the option of a Holder thereof. The Notes shall be redeemable at the election of the Company from time to time, in whole or in part, at the times and at the prices specified in the form of Note set forth in Section 2.3.

(e) *Defeasance.* The Notes shall be subject to the defeasance and discharge provisions of Section 1302 of the Existing Indenture and the defeasance of certain obligations and certain events of default provisions of Section 1303 of the Existing Indenture.

(f) *Denominations.* The Notes shall be issuable only in fully registered form without coupons and only in denominations of £100,000 and multiples of £1,000 in excess thereof. The Notes will be denominated in Sterling and payments of principal and interest will be made in Sterling. If Sterling is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control or Sterling is no longer used by the United Kingdom as its currency, then all payments in respect of the Notes will be made in U.S. dollars until Sterling is again available to the Company or so used. The amount payable on any date in Sterling will be converted into U.S. dollars on the basis of the most recently available market exchange rate for Sterling as determined by the Company or its agent (which may be an affiliate of the Company). Any payment in U.S. dollars pursuant to this Section 2.5(f) will not be deemed a default under the Indenture.

(g) *Exchange Notes.* Unless the context otherwise requires, the Original Notes and the Exchange Notes issued in exchange for such Original Notes shall constitute one series for all purposes under the Indenture, including without limitation, amendments, waivers and redemptions. All Exchange Notes issued upon any exchange of the Original Notes shall be valid obligations of the Company, evidencing the same debt, and be entitled to the same benefits under the Indenture, as the Original Notes surrendered upon such exchange. Subject to the second paragraph of Section 307 of the Existing Indenture, each Exchange Note delivered in exchange for an Original Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such Original Note.

(h) *Authentication and Delivery*. The Notes shall be executed, authenticated, delivered and dated in accordance with Section 303 of the Existing Indenture.

(i) *Additional Covenant and Amendment to the Base Indenture*. The additional covenant of the Company and amendment to the Base Indenture, each as set forth in Article III of the Eighth Supplemental Indenture, dated as of December 3, 2010, shall apply to the Notes.

(j) *Depositary.* With respect to Notes issuable or issued in whole or in part in the form of one or more Global Notes, the Depositary shall be The Bank of New York Depository (Nominees) Limited, as depositary for Euroclear and Clearstream, for so long as it shall be a clearing agency registered under the Exchange Act, or such successor (which shall be a clearing agency registered under the Exchange Act) as the Company shall designate from time to time in an Officers' Certificate delivered to the Trustee.

(k) *Additional Amounts*. The Company will, subject to the exceptions and limitations set forth below, pay additional amounts ("Additional Amounts") on the Notes, including payment of principal of and interest, with respect to any Beneficial Owner of the Notes that is a Non-U.S. Person to ensure that each Net Payment by the Company or any Paying Agent to that Non-U.S. Person on the Notes will not be less, due to the payment of U.S. withholding tax, than the amount otherwise then due and payable.

Notwithstanding the foregoing, the Company's foregoing obligations to pay Additional Amounts shall not apply:

(i) if a payment on the Notes is reduced as a result of any tax, assessment or governmental charge that is imposed or withheld solely by reason of the Beneficial Owner:

A) having, having had or being considered as having had a relationship with the U.S. as a citizen or resident or otherwise;

B) being treated as present in, or engaged in, or being treated as having in the past been present in or engaged in a trade or business in the U.S. or having or having had a permanent establishment in the U.S.;

C) being or having been a personal holding company, a foreign private foundation or other foreign tax-exempt organization, a passive foreign investment company, a controlled foreign corporation, or a corporation that has accumulated earnings to avoid U.S. federal income tax;

D) owning or having owned, actually or constructively, 10% or more of the total combined voting power of all classes of the Company's stock entitled to vote; or

E) being a bank (i) purchasing Notes in the ordinary course of its lending business or (ii) that is neither (A) buying the Notes for investment purposes only nor (B) buying the Notes for resale to a third-party that either is not a bank or holding the Notes for investment purposes only.

For purposes of Section 2.5(k)(i), "Beneficial Owner" includes a fiduciary, settlor, partner, member, shareholder or beneficiary of the holder if the holder is an estate, trust, partnership, limited liability company, corporation or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder.

(ii) to any Beneficial Owner that is a fiduciary, a partnership, a limited liability company, another fiscally transparent entity or that is not the sole Beneficial Owner of the Notes or any portion of the Notes, but only to the extent that a beneficiary or settlor in relation to the fiduciary, or a Beneficial Owner, partner or member of the partnership, limited liability company or other fiscally transparent entity, would not have been entitled to the payment of an Additional Amount had the beneficiary, settlor, Beneficial Owner, partner, or member received directly its beneficial or distributive share of the payment;

(iii) if a payment on the Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld by reason of the failure of the Beneficial Owner or any other person to comply with applicable certification, identification, documentation or other information reporting requirements, if compliance with these reporting requirements is required by statute or by regulation of the U.S. or by an applicable income tax treaty to which the U.S. is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(iv) if a payment on the Notes is reduced as a result of any tax, assessment or other governmental charge that is collected or imposed by any method other than by withholding by the Company or any withholding agent (within the meaning of the applicable rules) from a payment on such Notes;

(v) if a payment on the Notes is reduced as a result of any tax, assessment or other governmental charge that is imposed or withheld by reason of the presentation by the Beneficial Owner for payment more than 30 days after the date on which such payment became due or is duly provided for, whichever occurs later;

(vi) if a payment on the Notes is reduced as a result of any estate tax, inheritance tax, gift tax, sales tax, excise tax, transfer tax, wealth tax, personal property tax or any similar tax, assessment, withholding, deduction or other governmental charge;

(vii) if a payment on the Notes is reduced as a result of any tax, assessment or other governmental charge required to be withheld by any withholding agent (within the meaning of the applicable rules) from a payment of principal or interest on the Notes, if that payment can be made without such withholding by any other withholding agent;

(viii) if a payment on the Notes is reduced as a result of any tax, assessment or other governmental charge that is required to be made pursuant to any EU Directive on the taxation of savings income or any law implementing or complying with, or introduced to conform to, any such Directive; or

(ix) if a payment on the Notes is reduced as a result of any combination of the above clauses (i) through (viii) of this Section 2.5(k).

Except as provided in this Section 2.5(k), the Company shall have no obligation to make any payment with respect to any tax, assessment or other governmental charge imposed by any government, political subdivision or taxing authority.

Section 2.6 Transfer and Exchanges; Securities Act Legends

(a) *Certain Transfers and Exchanges*. Transfers and exchanges of Notes and beneficial interests in a Global Note shall be made only in accordance with this Section 2.6(a).

(i) *Restricted Global Note to Regulation S Global Note or Unrestricted Global Note*. If the owner of a beneficial interest in the Restricted Global Note wishes to transfer such interest to a Person who wishes to acquire the same in the form of a beneficial interest in the Regulation S Global Note or the Unrestricted Global Note, such transfer may be effected only in accordance with the provisions of this Section 2.6(a)(i) and subject to the Applicable Procedures. Upon receipt by the Trustee, as Security Registrar, of (i) an order given by the

Depositary or its authorized representative directing that a beneficial interest in the Regulation S Global Note or Unrestricted Global Note in a specified principal amount be credited to a specified Agent Member's account and that a beneficial interest in the Restricted Global Note in an equal amount be debited from the same or another specified Agent Member's account and (ii) an Unrestricted Notes Certificate, satisfactory to the Company and duly executed by the Holder of such Restricted Global Note or his attorney duly authorized in writing, then the Trustee, as Security Registrar, shall reduce the principal amount of such Restricted Global Note and increase the principal amount of the Regulation S Global Note or the Unrestricted Global Note by such specified principal amount, *provided* that if the transfer is to occur during the Restricted Period, then such Person will take delivery in the form of a Regulation S Global Note.

(ii) *Regulation S Global Note to Restricted Global Note*. If during the Restricted Period, the owner of a beneficial interest in the Regulation S Global Note wishes to transfer such interest to a Person who wishes to acquire the same in the form of a beneficial interest in the Restricted Global Note, such transfer may be effected only in accordance with this Section 2.6(a)(ii) and subject to the Applicable Procedures. Upon receipt by the Trustee, as Security Registrar, of (i) an order given by the Depositary or its authorized representative directing that a beneficial interest in the Restricted Global Note in a specified principal amount be credited to a specified Agent Member's account and that a beneficial interest in the Regulation S Global Note in an equal principal amount be debited from the same or another specified Agent Member's account and (ii) a Restricted Notes Certificate, satisfactory to the Company and duly executed by the Holder of such Regulation S Global Note or his attorney duly authorized in writing, then the Trustee, as Security Registrar, shall reduce the principal amount of such Regulation S Global Note and increase the principal amount of the Restricted Global Note by such specified principal amount.

(iii) *Global Note to Non-Global Note*. Notwithstanding any other provision in this Indenture, no Global Note may be exchanged in whole or in part for Notes registered, and no transfer of a Global Note in whole or in part may be registered, in the name of any Person other than the Depositary for such Global Note or a nominee thereof unless (A) such Depositary has notified the Company that it is unwilling or unable or no longer permitted under applicable law to continue as Depositary for such Global Note and the Company does not appoint another institution to act as Depositary within 90 days, (B) there shall have occurred and be continuing an Event of Default with respect to such Global Note, or (C) the Company so directs the Trustee by a Company Order.

(b) *Securities Act Legends*. Rule 144A Notes and their Successor Notes (other than Unrestricted Global Notes) shall bear the Restricted Notes Legend, and Regulation S Notes and their Successor Notes (other than Unrestricted Global Notes) shall bear the Regulation S Legend.

ARTICLE THREE

MISCELLANEOUS

Section 3.1 Relationship to Existing Indenture

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

Section 3.2 Modification of the Existing Indenture

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

Section 3.3 Governing Law

This instrument shall be governed by and construed in accordance with the laws of the State of New York.

Section 3.4 Counterparts

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

Section 3.5 Trustee Makes No Representation

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

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

AMERICAN INTERNATIONAL GROUP, INC.

By /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Executive Vice President and Treasurer

Attest:

/s/ Jeffrey A. Welikson

THE BANK OF NEW YORK MELLON,
as Trustee

By /s/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

[*Signature Page to Fifteenth Supplemental Indenture*]

RESTRICTED NOTES CERTIFICATE

The Bank of New York Mellon
101 Barclay Street, Floor 8 West
New York, New York 10286
Attn: Corporate Trust Administration

Re: 6.765% Sterling Notes Due November 15, 2017 of American International Group, Inc. (the "Notes")

Reference is made to the Indenture, dated as of October 12, 2006, between American International Group, Inc. (the "Company") and The Bank of New York Mellon, as Trustee, as supplemented (the "Indenture"). Terms used herein and defined in the Indenture or in Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), are used herein as so defined.

This certificate relates to £_____ principal amount of Notes, which are evidenced by the following certificate(s) (the "Specified Securities"):

CUSIP No(s). [070207290 (144A)/070207281 (Reg. S)]

ISIN [XS0702072900 (144A)/XS0702072819 (Reg. S)]

COMMON CODE

CERTIFICATE No(s). _____

The person in whose name this certificate is executed below (the "Undersigned") hereby certifies that (i) it is the sole beneficial owner of the Specified Securities, (ii) it is acting on behalf of all the beneficial owners of the Specified Securities and is duly authorized by them to do so or (iii) it is the Holder of a Global Note and has received a certification to the effect set forth below. Such beneficial owner or owners are referred to herein collectively as the "Owner." If the Specified Securities are represented by a Global Note, they are held through the Depositary or an Agent Member in the name of the Undersigned, as or on behalf of the Owner. If the Specified Securities are not represented by a Global Note, they are registered in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Securities be transferred to a person (the "Transferee") who will take delivery in the form of a Restricted Global Note. In connection with such transfer, the Owner hereby certifies that, unless such transfer is

being effected pursuant to an effective registration statement under the Securities Act, it is being effected in accordance with Rule 144A under the Securities Act and all applicable securities laws of the states of the United States and other jurisdictions. Accordingly, the Owner hereby further certifies as follows:

(A) the Specified Securities are being transferred to a person that the Owner and any person acting on its behalf reasonably believe is a "qualified institutional buyer" within the meaning of Rule 144A, acquiring for its own account or for the account of a qualified institutional buyer; and

(B) the Owner and any person acting on its behalf have taken reasonable steps to ensure that the Transferee is aware that the Owner may be relying on Rule 144A in connection with the transfer.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

Dated:

_____

(Print the name of the Undersigned, as such term is defined in the third paragraph of this certificate.)

By: _____

Name:

Title:

(If the Undersigned is a corporation, partnership or fiduciary, the title of the person signing on behalf of the Undersigned must be stated.)

UNRESTRICTED NOTES CERTIFICATE

The Bank of New York Mellon
101 Barclay Street, Floor 8 West
New York, New York 10286
Attn: Corporate Trust Administration

Re: 6.765% Sterling Notes Due November 15, 2017 of American International Group, Inc. (the "Notes")

Reference is made to the Indenture, dated as of October 12, 2006, between American International Group, Inc. (the "Company") and The Bank of New York Mellon, as Trustee, as supplemented (the "Indenture"). Terms used herein and defined in the Indenture or in Regulation S, Rule 144 or Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), are used herein as so defined.

This certificate relates to £_____ principal amount of Notes, which are evidenced by the following certificate(s) (the "Specified Securities"):

CUSIP No(s). [070207290 (144A)/070207281 (Reg. S)]

ISIN [XS0702072900 (144A)/XS0702072819 (Reg. S)]

COMMON CODE

CERTIFICATE No(s). _____

The person in whose name this certificate is executed below (the "Undersigned") hereby certifies that (i) it is the sole beneficial owner of the Specified Securities, (ii) it is acting on behalf of all the beneficial owners of the Specified Securities and is duly authorized by them to do so or (iii) it is the Holder of a Global Note and has received a certification to the effect set forth below. Such beneficial owner or owners are referred to herein collectively as the "Owner." If the Specified Securities are represented by a Global Note, they are held through the Depositary or an Agent Member in the name of the Undersigned, as or on behalf of the Owner. If the Specified Securities are not represented by a Global Note, they are registered in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Securities be transferred to a person (the "Transferee") who will take delivery in the form of a Regulation S Global Note (if certification is given during the Restricted Period pursuant to paragraph (1) below) or an Unrestricted Global Note (if certification is given (a) after the Restricted Period pursuant to paragraph (1) or (b) pursuant to paragraph (2)). In connection with such transfer, the

Owner hereby certifies or has certified that, unless such transfer is being effected pursuant to an effective registration statement under the Securities Act, it is being effected in accordance with Rule 904 of Regulation S or Rule 144 under the Securities Act and all applicable securities laws of the states of the United States and other jurisdictions. Accordingly, the Owner hereby further certifies or has certified as follows:

(1) Rule 904 Transfers. If the transfer is being effected in accordance with Rule 904 of Regulation S:

(A) the Owner is not a Distributor of the Securities, an affiliate of the Company or any such Distributor or a person acting on behalf of any of the foregoing;

(B) the offer of the Specified Securities was not made to a person in the United States or for the account or benefit of a U.S. Person;

(C) either:

(i) at the time the buy order was originated, the Transferee was outside the United States or the Owner and any person acting on its behalf reasonably believed that the Transferee was outside the United States, or

(ii) the transaction is being executed in, on or through the facilities of the Eurobond market, as regulated by the International Securities Market Association or another designated offshore securities market and neither the Owner nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States;

(D) no directed selling efforts have been made in the United States by or on behalf of the Owner or any affiliate thereof;

(E) if the Owner is a dealer in securities or has received a selling concession, fee or other remuneration in respect of the Specified Securities, and the transfer is to occur during the Restricted Period, then the requirements of Rule 904(b)(1) have been satisfied; and

(F) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act;

provided that if the transfer is to occur during the Restricted Period, then the Transferee will take delivery in the form of a Regulation S Global Note.

(2) Rule 144 Transfers. If the transfer is being effected pursuant to Rule 144:

(A) the transfer is occurring after a holding period of at least six months has elapsed since the Specified Securities were last acquired from the Company or from an affiliate of the Company, whichever is later, and is being effected in accordance the requirements of Rule 144; and

(B) if the transfer is occurring prior to the first anniversary of the date of issuance of the Specified Securities, the Company is, and has been for a period of at least 90 days immediately before the transfer, subject to the reporting requirements of section 13 or 15(d) of the Securities Exchange Act of 1934.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

Dated:

(Print the name of the Undersigned, as such term is defined in the third paragraph of this certificate.)

By: _____

Name:
Title:

(If the Undersigned is a corporation, partnership or fiduciary, the title of the person signing on behalf of the Undersigned must be stated.)

AMERICAN INTERNATIONAL GROUP

6.820% Notes Due November 15, 2037, 6.797% Euro Notes Due November 15, 2017 and 6.765% Sterling Notes Due November 15, 2017

Exchange Offer and Registration Rights Agreement

November 15, 2011

Barclays Capital Inc.
Barclays Bank PLC
Deutsche Bank Securities Inc.
Goldman, Sachs & Co.
J.P. Morgan Securities LLC
J.P. Morgan Securities Ltd.
RBC Capital Markets, LLC
Standard Chartered Bank
Wells Fargo Securities, LLC
CastleOak Securities, L.P.
HSBC Securities (USA) Inc.
ING Financial Markets LLC
Loop Capital Markets LLC
M.R. Beal & Company
nabSecurities, LLC
PNC Capital Markets LLC
Scotia Capital (USA) Inc.
Scotiabank Europe plc
SMBC Nikko Capital Markets Limited
The Williams Capital Group, L.P.
Dealer Managers

c/o:

Barclays Capital Inc.
745 Seventh Avenue
New York, NY 10019

Barclays Bank PLC
5 The North Colonnade
London E14B 4BB
United Kingdom

Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

Goldman, Sachs & Co.
200 West Street
New York, NY 10282

Standard Chartered Bank
1095 Avenue of the Americas,
36 Fl.
New York, NY 10036

Wells Fargo Securities, LLC
301 South College Street, 6th
Floor
Charlotte, NC 28202

CastleOak Securities, L.P.
110 East 59th St., 2nd Fl.
New York, NY 10022

HSBC Securities (USA) Inc.
452 Fifth Avenue
New York, NY 10018

nabSecurities, LLC
245 Park Avenue, 28th Fl.
New York, NY 10167

PNC Capital Markets LLC
225 Fifth Avenue,
Pittsburgh, PA 15222

Scotia Capital (USA) Inc.
165 Broadway, 25th Fl.
One Liberty Plaza
New York, NY

Scotiabank Europe plc
Bishopgate, 6th Fl.
London EC2M 3NS
United Kingdom

J.P. Morgan Securities LLC
383 Madison Street, 4th Fl.
New York, NY 10179

ING Financial Markets LLC
1325 Avenue of the Americas
New York, NY 10019

SMBC Nikko Capital Markets Limited
99 Queen Victoria Street
London EC4N E4H

J.P. Morgan Securities Ltd.
125 London Wall
London EC2Y5NJ
United Kingdom

Loop Capital Markets LLC
200 W. Jackson, Ste. 1600
Chicago, IL 60606

The Williams Capital Group, L.P.
650 Fifth Avenue, 11th Fl.
New York, NY 10019

RBC Capital Markets, LLC
World Financial Center
300 Vesey Street, 8th Fl.
New York, NY 10281

M.R. Beal & Company
110 Wall Street, 6th Fl.
New York, NY 10005

Ladies and Gentlemen:

American International Group, Inc., a corporation organized under the laws of the state of Delaware (the "Company"), proposes to issue, pursuant to an exchange offer (the "Initial Exchange Offer"), $256,161,000 aggregate principal amount of its 6.820% Dollar Notes Due November 15, 2037 (the "New Dollar Notes"), €420,975,000 aggregate principal amount of its 6.797% Euro Notes Due November 15, 2017 (the "New Euro Notes") and £662,222,000 aggregate principal amount of its 6.765% Sterling Notes Due November 15, 2017 (the "New Sterling Notes", and, together with the New Dollar Notes and the New Euro Notes, and any securities issued in exchange therefor or in lieu thereof pursuant to the Indenture, the "Notes"). In satisfaction of the Company's representations to the Dealer Managers under the Amended and Restated Dealer Manager Agreement dated as of October 24, 2011 (the "Dealer Manager Agreement") by and between the Company and Barclays Capital Inc., Barclays Bank PLC, Deutsche Bank Securities Inc., Goldman, Sachs & Co., J.P. Morgan Securities LLC, J.P. Morgan Securities Ltd., RBC Capital Markets, LLC, Standard Chartered Bank, Wells Fargo Securities, LLC, CastleOak Securities, L.P., HSBC Securities (USA) Inc., ING Financial Markets LLC, Loop Capital Markets LLC, M.R. Beal & Company, nabSecurities, LLC, PNC Capital Markets LLC, Scotia Capital (USA) Inc., Scotiabank Europe plc, SMBC Nikko Capital Markets Limited and The Williams Capital Group, L.P. (together, the "Dealer Managers") and in satisfaction of a condition to the obligations of the Dealer Managers thereunder, the Company hereby agrees with the Dealer Managers for the benefit of holders (as defined herein) from time to time of the Registrable Securities (as defined herein) as follows:

1. *Certain Definitions*. For purposes of this Exchange Offer and Registration Rights Agreement (this "Agreement"), the following terms shall have the following respective meanings:

"Base Interest" shall mean the interest that would otherwise accrue on the Notes under the terms thereof and the Indenture, without giving effect to the provisions of this Agreement.

The term "broker-dealer" shall mean any broker or dealer registered with the Commission under the Exchange Act.

"Closing Date" shall mean the latest date on which the Company issues the Notes pursuant to the Initial Exchange Offer.

"Commission" shall mean the United States Securities and Exchange Commission, or any other federal agency at the time administering the Exchange Act or the Securities Act, whichever is the relevant statute for the particular purpose.

"Dealer Managers" shall have the meaning set forth in the preamble.

"Dealer Manager Agreement" shall have the meaning set forth in the preamble.

"Depositary" means any of The Depository Trust Company ("DTC"), Euroclear Bank S.A./N.V., as operator of the Euroclear system and its successors ("Euroclear") and Clearstream Banking, *société anonyme*, Luxembourg and its successors ("Clearstream"), as the case may be.

"EDGAR System" means the EDGAR filing system of the Commission and the rules and regulations pertaining thereto promulgated by the Commission in Regulation S-T under the Securities Act and the Exchange Act, in each case as the same may be amended or succeeded from time to time (and without regard to format).

"Effective Time," in the case of (i) an Exchange Registration, shall mean the time and date as of which the Commission declares the Exchange Registration Statement effective or as of which the Exchange Registration Statement otherwise becomes effective and (ii) a Shelf Registration, shall mean the time and date as of which the Commission declares the Shelf Registration Statement effective or as of which the Shelf Registration Statement otherwise becomes effective.

"Effectiveness Period" shall have the meaning assigned thereto in Section 2(a).

"Electing Holder" shall mean any holder of Registrable Securities that has returned a completed and signed Notice and Questionnaire to the Company in accordance with Section 3(d)(ii) or Section 3(d)(iii) and the instructions set forth in the Notice and Questionnaire.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the Commission thereunder, as the same may be amended or succeeded from time to time.

"Exchange Offer" shall have the meaning assigned thereto in Section 2(a).

"Exchange Registration" shall have the meaning assigned thereto in Section 3(c).

"Exchange Registration Statement" shall have the meaning assigned thereto in Section 2(a).

"Exchange Securities" shall have the meaning assigned thereto in Section 2(a).

The term "holder" shall mean each person who acquires Notes from time to time (including any successors or assigns), in each case for so long as such person owns any Notes.

"Indemnified Party" shall have the meaning assigned thereto in Section 6(c).

"Indemnifying Party" shall have the meaning assigned thereto in Section 6(c).

"Indenture" shall mean the indenture between the Company and The Bank of New York Mellon (as trustee), dated as of October 12, 2006, as supplemented by the Fourth Supplemental Indenture, dated as of April 18, 2007, the Eighth Supplemental Indenture, dated as of December 3, 2010 and a supplemental indenture or indentures relating to the Notes to be entered into as of the date hereof.

"Initial Exchange Offer" shall have the meaning set forth in the preamble.

"Material Adverse Effect" shall have the meaning assigned thereto in Section 5(c).

"New Dollar Notes" shall have the meaning set forth in the preamble.

"New Euro Notes" shall have the meaning set forth in the preamble.

"New Sterling Notes" shall have the meaning set forth in the preamble.

"Notes" shall have the meaning set forth in the preamble.

"Notice and Questionnaire" means a Notice of Registration Statement and Selling Securityholder Questionnaire substantially in the form of Exhibit A hereto.

The term "person" shall mean a corporation, limited liability company, association, partnership, organization, business, individual, government or political subdivision thereof or governmental agency.

"Registrable Securities" shall mean the Notes; *provided, however,* that a Note shall cease to be a Registrable Security upon the earliest to occur of the following: (i) in the circumstances contemplated by Section 2(a), the Note has been exchanged for an Exchange Security in an Exchange Offer as contemplated in Section 2(a) (*provided* that any Exchange Security that, pursuant to the last two sentences of Section 2(a), is included in a prospectus for use in connection with resales by broker-dealers shall be deemed to be a Registrable Security with respect to Sections 5, 6 and 7 until resale of such Registrable Security has been effected within the Effectiveness Period); (ii) in the circumstances contemplated by Section 2(b), a Shelf Registration Statement registering such Note under the Securities Act has been declared or becomes effective and such Note has been sold or otherwise transferred by the holder thereof pursuant to and in a manner contemplated by such effective Shelf Registration Statement; (iii) such Note is actually sold by the holder thereof under circumstances in which any legend borne by such Note relating to restrictions on transferability thereof, under the Securities Act or otherwise, is removed by the Company or pursuant to the Indenture; or (iv) such Note shall cease to be outstanding.

"Registration Default" shall have the meaning assigned thereto in Section 2(c).

"Registration Default Period" shall have the meaning assigned thereto in Section 2(c).

"Registration Expenses" shall have the meaning assigned thereto in Section 4.

"Restricted Holder" shall mean (i) a holder that is an affiliate of the Company within the meaning of Rule 405, (ii) a holder who acquires Exchange Securities outside the ordinary course of such holder's business, (iii) a holder who has arrangements or understandings with any person to participate in the Exchange Offer for the purpose of distributing Exchange Securities and (iv) a holder that is a broker-dealer, but only with respect to Exchange Securities received by such broker-dealer pursuant to an Exchange Offer in exchange for Registrable Securities acquired by the broker-dealer directly from the Company.

"Rule 144," "Rule 405", "Rule 415" and "Rule 433" shall mean, in each case, such rule promulgated by the Commission under the Securities Act (or any successor provision), as the same may be amended or succeeded from time to time.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder, as the same may be amended or succeeded from time to time.

"Shelf Registration" shall have the meaning assigned thereto in Section 2(b).

"Shelf Registration Statement" shall have the meaning assigned thereto in Section 2(b).

"Special Interest" shall have the meaning assigned thereto in Section 2(c).

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated by the Commission thereunder, as the same may be amended or succeeded from time to time.

"Trustee" shall mean the Bank of New York Mellon, as trustee under the Indenture, together with any successors thereto in such capacity.

Unless the context otherwise requires, any reference herein to a "Section" or "clause" refers to a Section or clause, as the case may be, of this Agreement, and the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.

2. *Registration Under the Securities Act.*

a. Except as set forth in Section 2(b) below, the Company agrees to file under the Securities Act, no later than 270 days after the Closing Date, a registration statement relating to an offer to exchange (such registration statement, the "Exchange Registration Statement", and such offer, the "Exchange Offer") any and all of the Notes

for a like aggregate principal amount of debt securities issued by the Company, which debt securities are substantially identical to the applicable series of Notes (and are entitled to the benefits of a trust indenture which is substantially identical to the Indenture or is the Indenture and which has been qualified under the Trust Indenture Act), except that they have been registered pursuant to an effective registration statement under the Securities Act and do not contain provisions restricting their transfer or for Special Interest contemplated in Section 2(c) below (such new debt securities hereinafter called "Exchange Securities"). The Company agrees to use its commercially reasonable efforts to cause the Exchange Registration Statement to become effective under the Securities Act (if it was not effective upon filing) no later than 360 days after the Closing Date. The Exchange Offer will be registered under the Securities Act on the appropriate form and will comply, in all material respects, with all applicable tender offer rules and regulations under the Exchange Act. The Company further agrees to use its commercially reasonable efforts to commence and complete the Exchange Offer promptly, but no later than 30 business days after the Exchange Registration Statement has become effective and exchange Exchange Securities for all Registrable Securities that have been properly tendered and not withdrawn on or prior to the expiration of the Exchange Offer. The Exchange Offer will be deemed to have been "completed" only (i) if the debt securities received by holders other than Restricted Holders in the Exchange Offer for Registrable Securities are, upon receipt, transferable by each such holder without restriction under the Securities Act and without material restrictions under the blue sky or securities laws of a substantial majority of the States of the United States of America and (ii) upon the Company having exchanged, pursuant to the Exchange Offer, Exchange Securities for all outstanding Registrable Securities that have been properly tendered and not withdrawn before the expiration of the Exchange Offer. The Company agrees (x) to include in the Exchange Registration Statement a prospectus for use in any resales by any holder of Exchange Securities that is a broker-dealer or any other person with similar prospectus delivery requirements and (y) to keep such Exchange Registration Statement effective for a period beginning when Exchange Securities are first issued in the Exchange Offer and ending upon the earlier of the expiration of the 30th day after the Exchange Offer has been completed or such time as such broker-dealers or such other persons no longer own any Registrable Securities (the "Effectiveness Period"). With respect to such Exchange Registration Statement, such holders shall have the benefit of the rights of indemnification and contribution set forth in Sections 6(a), (c), (d) and (e). In the event the Company for any reason does not complete the Exchange Offer as contemplated in this Section 2(a), the Company shall have no further obligations under this Agreement except as provided in Section 2(b) and for the payment of "*Special Interest*" as provided in Section 2(c).

b. If on or prior to the time the Exchange Offer is completed existing Commission interpretations are changed such that the debt securities received by holders other than Restricted Holders in the Exchange Offer for Registrable Securities are not or would not be, upon receipt, transferable by each such holder without restriction under the Securities Act, the Company shall, in addition to or in lieu of conducting the Exchange Offer contemplated by Section 2(a), file under the Securities Act no later than 360 days after the Closing Date, a "shelf" registration statement providing for the registration of, and the sale on a continuous or delayed basis by the holders of, all of the Registrable Securities, pursuant to Rule 415 or any similar rule that may be adopted by the Commission (such filing, the "Shelf Registration" and such registration statement, the "Shelf Registration Statement"). The Company agrees to use its commercially reasonable efforts to cause the Shelf Registration Statement to become or be declared effective (if it was not effective upon filing) no later than 30 days after the date that such Shelf Registration Statement is filed and to keep such Shelf Registration Statement continuously effective for a period ending on the earlier of the second anniversary of the Closing Date or such time as there are no longer any Registrable Securities outstanding. No holder shall be entitled to be named as a selling securityholder in the Shelf Registration Statement or to use the prospectus forming a part thereof for resales of Registrable Securities unless such holder is an Electing Holder. The Company agrees to supplement or make amendments to such Shelf Registration Statement, as and when required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement or by the Securities Act or rules and regulations thereunder for shelf registration. In the event the Shelf Registration Statement has not been filed or become or been declared effective as contemplated in this Section 2(b), the Company shall have no further obligations under this Agreement except for the payment of "*Special Interest*" as provided in Section 2(c).

c. In the event that (i) the Exchange Offer is not completed within 390 days after the Closing Date or (ii) the Shelf Registration Statement (to the extent required by Section 2(b) hereof) has not become or been declared effective by the 390th day after the Closing Date or (iii) the Exchange Registration Statement or Shelf Registration Statement required by Section 2(a) or Section 2(b) is filed and declared effective but shall thereafter either be withdrawn by the Company or shall become subject to an effective stop order issued pursuant to Section 8(d) of the

Securities Act suspending the effectiveness of such registration statement (except as specifically permitted herein) without being succeeded by a post-effective amendment or a prospectus supplement to such registration statement or an additional registration statement that cures such failure and that is itself declared effective promptly or becomes effective immediately (each such event referred to in clauses (i) through (iii), a "Registration Default" and each period during which a Registration Default has occurred and is continuing until the earlier of such time as no Registration Default is in effect or the second anniversary of the Closing Date, a "Registration Default Period"), then, the Company hereby agrees to pay to each holder of Registrable Securities, as liquidated damages for such Registration Default, subject to the provisions of Section 9(b), special interest ("Special Interest"), in addition to the Base Interest, which shall accrue on all Registrable Securities then outstanding at a per annum rate of 0.25% for the first 90 days of the Registration Default Period and at a per annum rate of 0.50% thereafter for the remaining portion of the Registration Default Period, *provided* that Special Interest shall accrue and be payable only with respect to a single Registration Default at any given time, notwithstanding the fact that multiple Registration Defaults may exist at such time; and *provided further* that in no event shall the Special Interest exceed 0.50% per annum in the aggregate.

d. The Company shall take all actions reasonably necessary or advisable to be taken by it to ensure that the transactions contemplated herein are effected as so contemplated.

e. Any reference herein to a registration statement or prospectus as of any time shall be deemed to include any document incorporated, or deemed to be incorporated, therein by reference as of such time; and any reference herein to any post-effective amendment to a registration statement or to any prospectus supplement as of any time shall be deemed to include any document incorporated, or deemed to be incorporated, therein by reference as of such time.

3. *Registration Procedures*.

If the Company files a registration statement pursuant to Section 2(a) or Section 2(b), the following provisions shall apply:

a. At or before the Effective Time of the Exchange Registration or the Shelf Registration, whichever may occur first, the Company shall qualify the Indenture under the Trust Indenture Act.

b. In the event that such qualification would require the appointment of a new trustee under the Indenture, the Company shall appoint a new trustee thereunder pursuant to the applicable provisions of the Indenture.

c. In connection with the Company's obligations with respect to the registration of Exchange Securities as contemplated by Section 2(a) (the "Exchange Registration"), if applicable, the Company shall:

i. prepare and file with the Commission, no later than 270 days after the Closing Date, an Exchange Registration Statement on any form which may be utilized by the Company and which shall permit the Exchange Offer and resales of Exchange Securities by broker-dealers during the Effectiveness Period to be effected as contemplated by Section 2(a), and use its commercially reasonable efforts to cause such Exchange Registration Statement to become effective (if it is not effective upon filing) no later than 360 days after the Closing Date;

ii. as soon as practicable prepare and file with the Commission such amendments and supplements to the Exchange Registration Statement and the prospectus included therein as may be necessary to effect and maintain the effectiveness of such Exchange Registration Statement for the periods and purposes contemplated in Section 2(a) and as may be required by the applicable rules and regulations of the Commission and the instructions applicable to the form of such Exchange Registration Statement, and promptly provide each broker-dealer holding Exchange Securities with such number of copies of the prospectus included therein (as then amended or supplemented), in conformity in all material respects with the requirements of the Securities Act and the Trust Indenture Act, as such broker-dealer reasonably may request prior to the expiration of the Effectiveness Period, for use in connection with resales of Exchange Securities;

iii. promptly notify each broker-dealer that has requested or received copies of the prospectus included in such Exchange Registration Statement, (A) when such Exchange Registration Statement or the prospectus included therein or any prospectus amendment or supplement or post-effective amendment has been filed, and, with respect to such Exchange Registration Statement or any post-effective amendment, when the same has become effective, (B) of any comments by the Commission and by the blue sky or securities commissioner or regulator of any state with respect thereto or any request by the Commission for amendments or supplements to such Exchange Registration Statement or prospectus or for additional information, (C) of the issuance by the Commission of any stop order suspending the effectiveness of such Exchange Registration Statement or the initiation of any proceedings for that purpose, (D) if at any time the representations and warranties of the Company set forth in Section 5 cease to be true and correct in all material respects, (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Exchange Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, (F) the occurrence of any event that causes the Company to become an "ineligible issuer" as defined in Rule 405, or (G) if at any time during the Effectiveness Period when a prospectus is required to be delivered under the Securities Act, that such Exchange Registration Statement, prospectus, prospectus amendment or supplement or post-effective amendment does not conform in all material respects to the applicable requirements of the Securities Act and the Trust Indenture Act or contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

iv. in the event that the Company would be required, pursuant to Section 3(c)(iii)(G), to notify any broker-dealers holding Exchange Securities, promptly prepare and furnish to each such holder a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to purchasers of such Exchange Securities during the Effectiveness Period, such prospectus shall conform in all material respects to the applicable requirements of the Securities Act and the Trust Indenture Act and shall not contain an untrue statement of a material fact or omit 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;

v. use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of such Exchange Registration Statement or any post-effective amendment thereto at the earliest practicable date;

vi. use its commercially reasonable efforts to (A) register or qualify the Exchange Securities under the securities laws or blue sky laws of such jurisdictions as are contemplated by Section 2(a) no later than the commencement of the Exchange Offer, to the extent required by such laws, (B) keep such registrations or qualifications in effect and comply with such laws so as to permit the continuance of offers, sales and dealings therein in such jurisdictions until the expiration of the Effectiveness Period, (C) take any and all other actions as may be reasonably necessary or advisable to enable each broker-dealer holding Exchange Securities to consummate the disposition thereof in such jurisdictions, and (D) obtain the consent or approval of each U.S. governmental agency or authority, whether federal, state or local, required to effect the Exchange Registration, the Exchange Offer and the offering and sale of Exchange Securities by broker-dealers during the Effectiveness Period; *provided, however,* that the Company shall not be required for any such purpose to (1) qualify as a foreign corporation in any jurisdiction wherein it would not otherwise be required to qualify but for the requirements of this Section 3(c)(vi), (2) consent to general service of process in any such jurisdiction or become subject to taxation in any such jurisdiction or (3) make any changes to its certificate of incorporation or by-laws or other governing documents or any agreement between it and its stockholders;

vii. obtain a CUSIP or ISIN number, as applicable, for each series of Exchange Securities, not later than the applicable Effective Time and to take such action as necessary to permit any Notes of a series sold pursuant to Rule 144 for which the legends borne by such Note relating to restrictions on transferability are removed to be eligible to use the same CUSIP or ISIN number as the Exchange Securities of the same series; and

viii. use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its securityholders as soon as practicable an "earning statement" of the Company and its subsidiaries complying with Section 11(a) of the Securities Act (including, at the option of the Company, Rule 158 thereunder).

d. In connection with the Company's obligations with respect to the Shelf Registration, if applicable, the Company shall:

i. prepare and file with the Commission, within the time periods specified in Section 2(b), a Shelf Registration Statement on any form which may be utilized by the Company and which shall register all of the Registrable Securities for resale by the holders thereof in accordance with such method or methods of disposition as may be specified by the holders of Registrable Securities as, from time to time, may be Electing Holders and use its commercially reasonable efforts to cause such Shelf Registration Statement to become effective (if it is not effective upon filing) within the time periods specified in Section 2(b);

ii. mail the Notice and Questionnaire to the holders of Registrable Securities (A) on the date of the filing of such Shelf Registration Statement or (B) in the case of an "automatic shelf registration statement" (as defined in Rule 405), mail the Notice and Questionnaire to the holders of Registrable Securities not later than the Effective Time of such Shelf Registration Statement, and in any such case no holder shall be entitled to be named as a selling securityholder in the Shelf Registration Statement, and no holder shall be entitled to use the prospectus forming a part thereof for resales of Registrable Securities at any time, unless and until such holder has returned a completed and signed Notice and Questionnaire to the Company;

iii. after the Effective Time of the Shelf Registration Statement, upon the request of any holder of Registrable Securities that is not then an Electing Holder, promptly send a Notice and Questionnaire to such holder; *provided*, that the Company shall not be required to take any action to name such holder as a selling securityholder in the Shelf Registration Statement or to enable such holder to use the prospectus forming a part thereof for resales of Registrable Securities until such holder has returned a completed and signed Notice and Questionnaire to the Company;

iv. as soon as practicable prepare and file with the Commission such amendments and supplements to such Shelf Registration Statement and the prospectus included therein as may be necessary to effect and maintain the effectiveness of such Shelf Registration Statement for the period specified in Section 2(b) and as may be required by the applicable rules and regulations of the Commission and the instructions applicable to the form of such Shelf Registration Statement, and furnish to the Electing Holders copies of any such supplement or amendment simultaneously with or prior to its being used or filed with the Commission to the extent such documents are not publicly available on the Commission's EDGAR System;

v. use its commercially reasonable efforts to comply with the provisions of the Securities Act with respect to the disposition of all of the Registrable Securities covered by such Shelf Registration Statement in accordance with the intended methods of disposition by the Electing Holders provided for in such Shelf Registration Statement;

vi. provide the Electing Holders and not more than one counsel for all the Electing Holders the opportunity to review and comment on such Shelf Registration Statement for a period of 5 business days if practicable, or such shorter period of time as is practicable and to review and promptly comment on each amendment or supplement thereto;

vii. for a reasonable period prior to the filing of such Shelf Registration Statement, and throughout the period specified in Section 2(b), make available at reasonable times at the Company's principal place of business or such other reasonable place for inspection by the persons referred to in Section 3(d)(vi) who shall certify to the Company that they have a current intention to sell the Registrable Securities pursuant to the Shelf Registration such financial and other information and books and records of the Company, and cause the officers and employees, and request the counsel and independent certified public accountants, of the Company to respond to such inquiries, as shall be reasonably necessary (and in the case of counsel, not violate an attorney-client privilege, in such counsel's belief), to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act; *provided*, *however*, that the foregoing inspection and information gathering on behalf of the Electing Holders shall be conducted by one counsel designated by the holders of at least a majority in aggregate principal amount of the Registrable Securities held by the Electing Holders at the time outstanding and *provided further* that each such party shall be required to maintain in confidence and not to disclose to any other person any information or records reasonably designated by the Company as being confidential, until such time as (A) such information becomes a matter of public record (whether by virtue of its inclusion in such Shelf Registration Statement or otherwise), or (B) such person shall be required so to disclose such information pursuant to a subpoena or order of any court or other governmental agency or body having jurisdiction over the matter (subject to the requirements of such order, and only after such person shall have given the Company prompt prior written notice of such requirement), or (C) such information is required to be set forth in such Shelf Registration Statement or the prospectus included therein or in an amendment to such Shelf Registration Statement or an amendment or supplement to such prospectus in order that such Shelf Registration Statement, prospectus, amendment or supplement, as the case may be, complies with applicable requirements of the Securities Act and the rules and regulations of the Commission and does not contain an untrue statement of a material fact or omit to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

viii. promptly notify each of the Electing Holders, (A) when such Shelf Registration Statement or the prospectus included therein or any prospectus amendment or supplement or post-effective amendment has been filed, and, with respect to such Shelf Registration Statement or any post-effective amendment, when the same has become effective, (B) of any comments by the Commission and by the blue sky or securities commissioner or regulator of any state with respect thereto or any request by the Commission for amendments or supplements to such Shelf Registration Statement or prospectus or for additional information, (C) of the issuance by the Commission of any stop order suspending the effectiveness of such Shelf Registration Statement or the initiation of any proceedings for that purpose, (D) if at any time the representations and warranties of the Company set forth in Section 5 cease to be true and correct in all material respects, (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, (F) the occurrence of any event that causes the Company to become an "ineligible issuer" as defined in Rule 405, or (G) if at any time when a prospectus is required to be delivered under the Securities Act, that such Shelf Registration Statement, prospectus, prospectus amendment or supplement or post-effective amendment does not conform in all material respects to the applicable requirements of the Securities Act and the Trust Indenture Act or contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

ix. use its commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of such Shelf Registration Statement or any post-effective amendment thereto at the earliest practicable date;

x. if requested by any Electing Holder, promptly incorporate in a prospectus supplement or post-effective amendment such information as is required by the applicable rules and regulations of the Commission and as such Electing Holder specifies should be included therein relating to the terms of the sale of such Registrable Securities, including information with respect to the principal

amount of Registrable Securities being sold by such Electing Holder, the name and description of such Electing Holder, the offering price of such Registrable Securities and any discount, commission or other compensation payable in respect thereof and with respect to any other terms of the offering of the Registrable Securities to be sold by such Electing Holder; and make all required filings of such prospectus supplement or post-effective amendment promptly after notification of the matters to be incorporated in such prospectus supplement or post-effective amendment;

xi. furnish to each Electing Holder and the counsel referred to in Section 3(d)(vi) an executed copy (or a conformed copy) of such Shelf Registration Statement, each such amendment and supplement thereto (in each case including all exhibits thereto (in the case of an Electing Holder of Registrable Securities, upon request) and documents incorporated by reference therein) and such number of copies of such Shelf Registration Statement (excluding exhibits thereto and documents incorporated by reference therein unless specifically so requested by such Electing Holder) and of the prospectus included in such Shelf Registration Statement (including each preliminary prospectus and any summary prospectus), in conformity in all material respects with the applicable requirements of the Securities Act and the Trust Indenture Act to the extent such documents are not available through the Commission's EDGAR System, and such other documents, as such Electing Holder may reasonably request in order to facilitate the offering and disposition of the Registrable Securities owned by such Electing Holder and to permit such Electing Holder to satisfy the prospectus delivery requirements of the Securities Act; and subject to Section 3(e), the Company hereby consents to the use of such prospectus (including such preliminary and summary prospectus) and any amendment or supplement thereto by each such Electing Holder, in each case in the form most recently provided to such person by the Company, in connection with the offering and sale of the Registrable Securities covered by the prospectus (including such preliminary and summary prospectus) or any supplement or amendment thereto;

xii. use its commercially reasonable efforts to (A) register or qualify the Registrable Securities to be included in such Shelf Registration Statement under such securities laws or blue sky laws of such jurisdictions within the United States as any Electing Holder shall reasonably request, (B) keep such registrations or qualifications in effect and comply with such laws so as to permit the continuance of offers, sales and dealings therein in such jurisdictions during the period the Shelf Registration Statement is required to remain effective under Section 2(b) and for so long as may be necessary to enable any such Electing Holder to complete its distribution of Registrable Securities pursuant to such Shelf Registration Statement, (C) take any and all other actions as may be reasonably necessary or advisable to enable each such Electing Holder to consummate the disposition in such jurisdictions of such Registrable Securities and (D) obtain the consent or approval of each U.S. governmental agency or authority, whether federal, state or local, which may be required to effect the Shelf Registration or the offering or sale in connection therewith; *provided*, *however*, that the Company shall not be required for any such purpose to (1) qualify as a foreign corporation in any jurisdiction wherein it would not otherwise be required to qualify but for the requirements of this Section 3(d)(xii), (2) consent to general service of process in any such jurisdiction or become subject to taxation in any such jurisdiction or (3) make any changes to its certificate of incorporation or by-laws or other governing documents or any agreement between it and its stockholders;

xiii. unless any Registrable Securities shall be in book-entry only form, reasonably cooperate with the Electing Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, which certificates, if so required by any securities exchange upon which any Registrable Securities are listed, shall be printed, penned, lithographed, engraved or otherwise produced by any combination of such methods, on steel engraved borders, and which certificates shall not bear any restrictive legends;

xiv. obtain a CUSIP or ISIN number, as applicable, for each series of Notes that have been registered under the Securities Act, not later than the applicable Effective Time and to take such action as necessary to permit any Notes of a series sold pursuant to Rule 144 for which the legends borne by such Note relating to restrictions on transferability are removed to be eligible to use the same CUSIP or ISIN number as the Exchange Securities of the same series; and

xv. use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its securityholders as soon as practicable an "earning statement" of the Company and its subsidiaries complying with Section 11(a) of the Securities Act (including, at the option of the Company, Rule 158 thereunder).

e. In the event that the Company would be required, pursuant to Section 3(d)(viii)(G), to notify the Electing Holders, the Company shall prepare and furnish to each of the Electing Holders a reasonable number of copies of a prospectus supplemented or amended so that, as thereafter delivered to purchasers of Registrable Securities, such prospectus shall conform in all material respects to the applicable requirements of the Securities Act and the Trust Indenture Act and shall not contain an untrue statement of a material fact or omit 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. Each Electing Holder agrees that upon receipt of any notice from the Company pursuant to Section 3(d)(viii)(G), such Electing Holder shall forthwith discontinue the disposition of Registrable Securities pursuant to the Shelf Registration Statement applicable to such Registrable Securities until such Electing Holder shall have received copies of such amended or supplemented prospectus, and if so directed by the Company, such Electing Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies, of the prospectus covering such Registrable Securities in such Electing Holder's possession at the time of receipt of such notice.

f. In the event of a Shelf Registration, in addition to the information required to be provided by each Electing Holder in its Notice and Questionnaire, the Company may require such Electing Holder to furnish to the Company such additional information regarding such Electing Holder and such Electing Holder's intended method of distribution of Registrable Securities as may be required in order to comply with the Securities Act. Each such Electing Holder agrees to notify the Company as promptly as practicable of any inaccuracy or change in information previously furnished by such Electing Holder to the Company or of the occurrence of any event in either case as a result of which any prospectus relating to such Shelf Registration contains or would contain an untrue statement of a material fact regarding such Electing Holder or such Electing Holder's intended method of disposition of such Registrable Securities or omits to state any material fact regarding such Electing Holder or such Electing Holder's intended method of disposition of such Registrable Securities required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly to furnish to the Company any additional information required to correct and update any previously furnished information or required so that such prospectus shall not contain, with respect to such Electing Holder or the disposition of such Registrable Securities, an untrue statement of a material fact or omit 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.

g. As a condition to its participation in the Exchange Offer, each holder of Registrable Securities shall furnish, upon the request of the Company, a written representation to the Company (which may be contained in the letter of transmittal or "agent's message" transmitted via The Depository Trust Company's Automated Tender Offer Procedures or in any similar communication delivered in accordance with the policies and procedures of the Depositary through which beneficial interests in the Notes are held) to the effect that (A) it is not an "affiliate" of the Company, as defined in Rule 405 of the Securities Act, or if it is such an "affiliate", it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, (B) it is not engaged in and does not intend to engage in, and has no arrangement or understanding with any person to participate in, a distribution of the Exchange Securities to be issued in the Exchange Offer, (C) it is acquiring the Exchange Securities in its ordinary course of business, and (D) if it is a broker-dealer that holds Notes that were acquired for its own account as a result of market-making activities or other trading activities, it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resales of the Exchange Securities received by it in the Exchange Offer, (E) it is not acting on behalf of any person who could not truthfully and completely make the representations contained in the foregoing subclauses (A) through (D).

4. *Registration Expenses*.

The Company agrees to bear and to pay or cause to be paid all expenses incident to the Company's performance of or compliance with this Agreement, including (a) all Commission and any Financial Industry Regulatory Authority registration, filing and review fees and expenses including reasonable fees and disbursements of counsel for the Eligible Holders in connection with such registration, filing and review, (b) all fees and expenses in connection with the qualification of the Registrable Securities and the Exchange Securities, as applicable, for offering and sale under the State securities and blue sky laws referred to in Section 3(d)(xii) and determination of their eligibility for investment under the laws of such jurisdictions as the Electing Holders may designate, including any reasonable fees and disbursements of counsel for the Electing Holders in connection with such qualification and determination, (c) all expenses relating to the preparation, printing, production, distribution and reproduction of each registration statement required to be filed hereunder, each prospectus included therein or prepared for distribution pursuant hereto, each amendment or supplement to the foregoing, the expenses of preparing the Notes or Exchange Securities, as applicable, for delivery and the expenses of printing or producing any selling agreements and blue sky or legal investment memoranda and all other documents in connection with the offering, sale or delivery of Notes or Exchange Securities, as applicable, to be disposed of (including certificates representing the Notes or Exchange Securities, as applicable), (d) messenger, telephone and delivery expenses relating to the offering, sale or delivery of Notes or Exchange Securities, as applicable, and the preparation of documents referred in clause (c) above, (e) fees and expenses of the Trustee under the Indenture, any agent of the Trustee and any counsel for the Trustee and of any collateral agent or custodian, (f) internal expenses (including all salaries and expenses of the Company's officers and employees performing legal or accounting duties), (g) fees, disbursements and expenses of counsel and independent certified public accountants of the Company, (h) reasonable fees, disbursements and expenses of one counsel for the Electing Holders retained in connection with a Shelf Registration, as selected by the Electing Holders of at least a majority in aggregate principal amount of the Registrable Securities held by Electing Holders (which counsel shall be reasonably satisfactory to the Company), (i) any fees charged by securities rating services for rating the Registrable Securities or the Exchange Securities, as applicable, and (j) fees, expenses and disbursements of any other persons, including special experts, retained by the Company in connection with such registration (collectively, the *"Registration Expenses"*). To the extent that any Registration Expenses are incurred, assumed or paid by any holder of Registrable Securities or Exchange Securities as applicable, the Company shall reimburse such person for the full amount of the Registration Expenses so incurred, assumed or paid promptly after receipt of a request therefor. Notwithstanding the foregoing, the holders of the Registrable Securities being registered shall pay all agency fees and commissions and underwriting discounts and commissions, if any, and transfer taxes, if any, attributable to the sale of such Registrable Securities and Exchange Securities, as applicable, and the fees and disbursements of any counsel or other advisors or experts retained by such holders (severally or jointly), other than the counsel and experts specifically referred to above.

5. *Representations and Warranties*.

The Company represents and warrants to, and agrees with, each Dealer Manager and each of the holders from time to time of Registrable Securities that:

a. Each registration statement covering Registrable Securities, Notes or Exchange Securities, as applicable, and each prospectus (including any preliminary or summary prospectus) contained therein or furnished pursuant to Section 3(c) or Section 3(d) and any further amendments or supplements to any such registration statement or prospectus, when it becomes effective or is filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act and the Trust Indenture Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances then existing not misleading; and at all times subsequent to the Effective Time when a prospectus would be required to be delivered under the Securities Act, other than from (i) such time as a notice has been given to holders of Registrable Securities pursuant to Section 3(c)(iii)(G) or Section 3(d)(viii)(G) until (ii) such time as the Company furnishes an amended or supplemented prospectus pursuant to Section 3(c)(iv) or Section 3(e), each such registration statement, and each prospectus (including any summary prospectus) contained therein or furnished pursuant to Section 3(c) or Section 3(d), as then amended or supplemented, will conform in all material respects to the requirements of the Securities Act and the Trust Indenture Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing; *provided, however,* that this representation and warranty shall not apply to (i) that part of the registration statement which constitutes the Statement of Eligibility under the Trust Indenture Act of the Trustee, (ii) any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by a holder of Registrable Securities expressly for use therein; and (iii) any statement which does not constitute part of the registration statement or prospectus pursuant to Rule 412 under the Securities Act.

b. Any documents incorporated by reference in any prospectus referred to in Section 5(a), when they become or became effective or are or were filed with the Commission, as the case may be, will conform or conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and none of such documents will contain or contained an untrue statement of a material fact or will omit or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by a holder of Registrable Securities expressly for use therein, it being understood that any information furnished in writing to the Company by a holder of Registrable Securities shall include only the name and the contact information of such holder of Registrable Securities.

c. The compliance by the Company with all of the provisions of this Agreement and the consummation of the transactions herein contemplated will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the certificate of incorporation, as amended, or the by-laws or other governing documents, as applicable, of the Company, or (iii) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except in the case of (i) and (iii) above, for such conflicts, breaches, defaults or violations as would not reasonably be expected to result in a material adverse effect on the business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries considered as an entirety (a "Material Adverse Effect")"; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body, including without limitation the United States Department of the Treasury, is required by the Company for the consummation of the transactions contemplated by this Agreement, except (w) the registration under the Securities Act of the Registrable Securities and the Exchange Securities, as applicable, and qualification of the Indenture under the Trust Indenture Act, (x) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or blue sky laws (including insurance laws of any state relating to offers and sales of securities in such state) in connection with the offering and distribution of the Registrable Securities and the Exchange Securities, as applicable, (y) such consents, approvals, authorizations, registrations or qualifications that have been obtained and are in full force and effect as of the date hereof; and (z) such consents, approvals, authorizations, registrations or qualifications that the failure to have would not reasonably be expected to have a Material Adverse Effect.

d. This Agreement has been duly executed and delivered by the Company.

6. *Indemnification and Contribution.*

a. *Indemnification by the Company*. The Company will, notwithstanding any termination of this Agreement, indemnify and hold harmless each of the holders of Registrable Securities included in an Exchange Registration Statement and each of the Electing Holders as holders of Registrable Securities included in a Shelf Registration Statement against any and all losses, claims, damages, liabilities, whether joint or several, costs and expenses to which such holder or such Electing Holder may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, liabilities, costs or expenses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Exchange Registration Statement or any Shelf Registration Statement, as the case may be, under which such Registrable Securities or Exchange Securities were registered under the Securities Act, or any preliminary, final or summary prospectus (including, without limitation, any "issuer free writing prospectus" as defined in Rule 433) or form of prospectus contained therein or furnished by the Company to any such holder or any such Electing Holder or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, and will reimburse each such holder and each such Electing Holder for any and all legal or other expenses reasonably

incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable to any such person in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, or preliminary, final or summary prospectus (including, without limitation, any "issuer free writing prospectus" as defined in Rule 433) or form of prospectus, or amendment or supplement thereto, in reliance upon and in conformity with written information furnished to the Company by such person expressly for use therein; and provided, further, that with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus, the indemnity agreement contained in this Section 6(a) shall not inure to the benefit of any holder of Registrable Securities included in an Exchange Registration Statement or Electing Holders as holders of Registrable Securities included in a Shelf Registration Statement to the extent that any such loss, claim, damage or liability of such person results from the fact that a copy of the prospectus was not sent or given to such person at or prior to the written confirmation of the sale of such Registrable Securities to such person.

b. *Indemnification by the Electing Holders*. The Company may require, as a condition to including any Registrable Securities in any Shelf Registration Statement filed pursuant to Section 2(b), that the Company shall have received an undertaking reasonably satisfactory to it from each Electing Holder of Registrable Securities included in such Shelf Registration Statement, severally and not jointly, to (i) indemnify and hold harmless the Company, each of its directors, each of its officers who have signed any Shelf Registration Statement and each person, if any, who controls the Company within the meaning of the Securities Act and all other Electing Holders of Registrable Securities included in such Shelf Registration Statement, against any and all losses, claims, damages, liabilities, costs and expenses to which the Company or such other Electing Holders may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages, liabilities, costs and expenses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in such registration statement, or any preliminary, final or summary prospectus (including, without limitation, any "issuer free writing prospectus" as defined in Rule 433) or form of prospectus contained therein or furnished by the Company to any Electing Holder, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein (in the case of any prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Electing Holder expressly for use therein, and (ii) reimburse the Company, any director, officer or controlling person or other holder of Registrable Securities for any legal or other expenses reasonably incurred by the Company or any such director, officer or controlling person or holder of Registrable Securities in connection with investigating or defending any such action or claim as such expenses are incurred; *provided, however*, that no such Electing Holder shall be required to undertake liability to any person under this Section 6(b) for any amounts in excess of the dollar amount of the proceeds to be received by such Electing Holder from the sale of such Electing Holder's Registrable Securities pursuant to such registration (unless otherwise agreed between the Company and such Electing Holder in connection with such sale).

c. *Notices of Claims, Etc.* Promptly after receipt by any person entitled to indemnity under subsection (a) or (b) above (the "*Indemnified Party*") of written notice of the commencement of any action, such Indemnified Party shall, if a claim in respect thereof is to be made against a person from whom indemnity is sought pursuant to the indemnification provisions of or contemplated by this Section 6 (the "*Indemnifying Party"*), notify such Indemnifying Party in writing of the commencement of such action; but the omission so to notify the Indemnifying Party shall not relieve it from any liability which it may have to any Indemnified Party otherwise than under the indemnification provisions of or contemplated by Section 6(a) or Section 6(b), except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party. In case any such action shall be brought against any Indemnified Party and it shall notify an Indemnifying Party of the commencement thereof, such Indemnifying Party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other Indemnifying Party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Party (who shall not, except with the consent of the Indemnified Party, be counsel to the Indemnifying Party), and, after notice from the Indemnifying Party to such Indemnified Party of its election so to assume the defense thereof, such Indemnifying Party shall not be liable to such Indemnified Party for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such Indemnified

Party, in connection with the defense thereof other than reasonable costs of investigation. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the Indemnified Party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of any Indemnified Party.

d. *Contribution.* If for any reason the indemnification provisions contemplated by Section 6(a) or Section 6(b) are unavailable to an Indemnified Party or insufficient to hold harmless an Indemnified Party in respect of any losses, claims, damages, liabilities, costs or expenses (or actions in respect thereof) referred to therein, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages, liabilities, costs or expenses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnified Party in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities, costs and expenses (or actions in respect thereof), as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or by such Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this Section 6(d) were determined by pro rata allocation (even if the holders were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 6(d). The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages, liabilities, costs or expenses (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 6(d), no Electing Holder shall be required to contribute any amount in excess of the amount by which the dollar, euro or sterling amount, as the case may be, of the proceeds received by such holder from the sale of any Registrable Securities (after deducting any fees, discounts and commissions applicable thereto) exceeds the amount of any damages which such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The holders' obligations in this Section 6(d) to contribute shall be several in proportion to the principal amount of Registrable Securities registered by them and not joint.

e. The obligations of the Company under this Section 6 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to the fullest extent permitted by applicable law, to each officer, director agents, general partners, managing members, managers, affiliates and employees of each holder, each Electing Holder, and each person, if any, who controls any of the foregoing within the meaning of the Securities Act and the officers, directors, general partners, managing members, managers, agents and employees of each such controlling person; and the obligations of the holders and the Electing Holders contemplated by this Section 6 shall be in addition to any liability which the respective holder or Electing Holder may otherwise have and shall extend, upon the same terms and conditions, to the fullest extent permitted by applicable law, to each officer, director, agents, managers, affiliates and employees of the Company and to each person, if any, who controls the Company within the meaning of the Securities Act and the officers, directors, general partners, managing members, managers, agents and employees of each such controlling person, as well as to each officer and director of the other holders and to each person, if any, who controls such other holders within the meaning of the Securities Act.

7. *Underwritten Offerings*.

Each holder of Registrable Securities hereby agrees with the Company and each other such holder that no holder of Registrable Securities may participate in any underwritten offering hereunder unless the Company gives its prior written consent to such underwritten offering (which it is under no obligation to do). If such consent is given, then (a) the managing underwriter or underwriters thereof shall be designated by Electing Holders holding at least a

majority in aggregate principal amount of the Registrable Securities to be included in such offering, provided that such designated managing underwriter or underwriters is or are reasonably acceptable to the Company, (b) each holder of Registrable Securities participating in such underwritten offering must agree to sell such holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the persons selecting the managing underwriter or underwriters hereunder and (c) each holder of Registrable Securities participating in such underwritten offering must complete and execute all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements. The Company hereby agrees with each holder of Registrable Securities that, to the extent it consents to an underwritten offering hereunder, it will negotiate in good faith and execute all indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, including using its commercially reasonable efforts to procure customary legal opinions and auditor "comfort" letters.

8. *Rule 144.*

a. *Facilitation of Sales Pursuant to Rule 144*. The Company covenants to the holders of Registrable Securities that to the extent it shall be required to do so under the Exchange Act, the Company shall timely file the reports required to be filed by it under the Exchange Act or the Securities Act (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144), and shall take such further action as any holder of Registrable Securities 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 within the limitations of the exemption provided by Rule 144. Upon the request of any holder of Registrable Securities in connection with that holder's sale pursuant to Rule 144, the Company shall deliver to such holder a written statement as to whether it has complied with such requirements.

b. *Availability of Rule 144*. The fact that holders of Registrable Securities may become eligible to sell such Registrable Securities pursuant to Rule 144 shall not (1) cause such Notes to cease to be Registrable Securities or (2) excuse the Company's obligations set forth in Section 2 of this Agreement, including without limitation the obligations in respect of an Exchange Offer, Shelf Registration and Special Interest.

9. *Miscellaneous.*

a. *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 hereunder and that the Dealer Managers and the holders from time to time of the Registrable Securities may be irreparably harmed by any such failure, and accordingly agree that the Dealer Managers and such holders, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to compel specific performance of the obligations of the Company under this Agreement in accordance with the terms and conditions of this Agreement, in any court of the United States or any State thereof having jurisdiction. Time shall be of the essence in this Agreement.

b. *Notices.* All notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (if delivered by hand, by facsimile or by courier) or three days after being deposited in the mail (registered or certified mail, postage prepaid, return receipt requested) as follows: if sent to the Company, will be mailed, delivered or telefaxed to (212) 785-1584 and confirmed to it at 180 Maiden Lane, New York, New York 10038, Attention: General Counsel, and if to a holder, to the address of such holder set forth in the security register or other records of the Company, or to such other address as the Company or any such holder may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

c. *Parties in Interest*. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto, the holders from time to time of the Registrable Securities and the respective successors and assigns of the foregoing and the directors, officers and controlling persons referred to in Section 6 hereof. In the event that any transferee of any holder of Registrable Securities shall acquire Registrable Securities, in any manner, whether by gift, bequest, purchase, operation of law or otherwise, such transferee shall, without any further writing or action of any kind, be deemed a beneficiary hereof for all purposes and such Registrable Securities shall be held subject to all of the terms of this Agreement, and by taking and holding such Registrable Securities such transferee shall be entitled to receive the benefits of, and be

conclusively deemed to have agreed to be bound by all of the applicable terms and provisions of this Agreement. If the Company shall so request, any such successor, assign or transferee shall agree in writing to acquire and hold the Registrable Securities subject to all of the applicable terms hereof. If the Company so requests, then until such writing is obtained, such successor, assign or transferee shall have no rights under this Agreement.

d. *Survival*. The respective indemnities, agreements, representations, warranties and each other provision set forth in this Agreement or made pursuant hereto shall remain in full force and effect regardless of any investigation (or statement as to the results thereof) made by or on behalf of any holder of Registrable Securities, any director, officer or partner of such holder, or any controlling person of any of the foregoing, and shall survive the consummation of the exchange pursuant to the Dealer Manager Agreement, the transfer and registration of Registrable Securities by such holder and the consummation of an Exchange Offer.

e. *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

f. *Headings*. The descriptive headings of the several Sections and paragraphs of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

g. *Entire Agreement; Amendments*. This Agreement and the other writings referred to herein (including the Indenture and the form of Notes) or delivered pursuant hereto which form a part hereof contain the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument duly executed by the Company. In the case of any amendment or waiver that materially and adversely affects the rights of a holder of Registrable Securities, such amendment or waiver must be approved by the holders of not less than a majority of the Registrable Securities held by the materially and adversely affected holders of Registrable Securities. Each holder of any Registrable Securities at the time or thereafter outstanding shall be bound by any amendment or waiver effected pursuant to this Section 9(h), whether or not any notice, writing or marking indicating such amendment or waiver appears on such Registrable Securities or is delivered to such holder. Any such amendment may be retroactive so long as such amendment does not adversely affect the rights of any holder of Registrable Securities in any material respect.

h. *Counterparts*. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

i. *Severability*. If any provision of this Agreement, or the application thereof in any circumstance, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of such provision in every other respect and of the remaining provisions contained in this Agreement shall not be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Exchange Offer and Registration Rights Agreement as of the date first written above.

American International Group, Inc.

By: /s/ Brian T. Schreiber
Name: Brian T. Schreiber
Title: Executive Vice President and Treasurer

Barclays Capital Inc.

By: /s/ Pamela Au
Name: Pamela Au
Title: Managing Director

Barclays Bank PLC

By: /s/ Allen Appen
Name: Allen Appen
Title: Managing Director

Deutsche Bank Securities Inc.

By: /s/ Roger Heine
Name: Roger Heine
Title: Managing Director

By: /s/ Mary Hardgrove
Name: Mary Hardgrove
Title: Director

Goldman, Sachs & Co.

By: /s/ Goldman, Sachs & Co.
Name:
Title:

J.P. Morgan Securities LLC

By: /s/ Maria Sramek
Name: Maria Sramek
Title: Executive Director

J.P. Morgan Securities Ltd.

By: /s/ Nikki Gaddo
Name: Nikki Gaddo
Title: Vice President

RBC Capital Markets, LLC

By: /s/ Amery B. Dunn
Name: Amery B. Dunn
Title: Managing Director

Standard Chartered Bank

By: /s/ Steven N. Aloupis
Name: Steven N. Aloupis
Title: Managing Director

Wells Fargo Securities, LLC

By: /s/ Daniel Nass
Name: Daniel Nass
Title: Managing Director

CastleOak Securities, L.P.

By: /s/ Robert Bacon
Name: Robert Bacon
Title: Head of Capital Markets and Syndicate Managing Director

HSCB Securities (USA) Inc.

By: /s/ Diane M. Kenna
Name: Diane M. Kenna
Title: Senior Vice President

ING Financial Markets LLC

By: /s/ Scott Dainton
Name: Scott Dainton
Title: Managing Director

Loop Capital Markets LLC

By: /s/ Sidney Dillard
Name: Sidney Dillard
Title: Partner

M.R. Beal & Company

By: /s/ Joseph A. Mendola
Name: Joseph A. Mendola
Title: Chief Compliance Officer

nabSecurities, LLC

By: /s/ Ryan Donovan
Name: Ryan Donovan
Title: Director

PNC Capital Markets LLC

By: /s/ Valerie Shadeck
Name: Valerie Shadeck
Title: Director

Scotia Capital (USA) Inc.

By: /s/ Paul McKeown
Name: Paul McKeown
Title: Managing Director

Scotiabank Europe plc

By: /s/ Cesare Roselli
Name: Cesare Roselli
Title: Managing Director

By: /s/ James Walter
Name: James Walter
Title: Director

SMBC Nikko Capital Markets Limited

By: /s/ Anthony Yates
Name: Anthony Yates
Title: President

The Williams Capital Group, L.P.

By: /s/ Jonathan Levin
Name: Jonathan Levin
Title: Principal

Exhibit A

AMERICAN INTERNATIONAL GROUP, INC.

INSTRUCTION TO SECURITYHOLDERS

(Date of Mailing)

URGENT—IMMEDIATE ATTENTION REQUESTED

DEADLINE FOR RESPONSE: [DATE] *

You have been identified as a securityholder through which beneficial interests in American International Group, Inc. (the "*Company*") [Specify title] (the "*Notes*") are held.

The Company is in the process of registering the Notes under the Securities Act of 1933 for resale by the beneficial owners thereof. In order to have their Notes included in the registration statement, beneficial owners must complete and return the enclosed Notice of Registration Statement and Selling Securityholder Questionnaire.

It is important that beneficial owners of the Notes receive a copy of the enclosed materials as soon as possible as their rights to have the Notes included in the registration statement depend upon their returning the Notice and Questionnaire by **[Deadline For Response]**. Please forward a copy of the enclosed documents to each beneficial owner that holds interests in the Notes through you. If you require more copies of the enclosed materials or have any questions pertaining to this matter, please contact American International Group, Inc., (212) 785-1584 and confirmed to it at 180 Maiden Lane, New York, New York 10038, Attention: General Counsel.

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* Not less than 28 calendar days from date of mailing.

AMERICAN INTERNATIONAL GROUP, INC.

Notice of Registration Statement
and
Selling Securityholder Questionnaire

(Date)

Reference is hereby made to the Exchange Offer and Registration Rights Agreement (the *"Exchange Offer and Registration Rights Agreement"*) between American International Group, Inc. (the *"Company"*) and the Dealer Managers named therein. Pursuant to the Exchange Offer and Registration Rights Agreement, the Company has filed or will file with the United States Securities and Exchange Commission (the *"Commission"*) a registration statement on Form **[____]** (the *"Shelf Registration Statement"*) for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the *"Securities Act"*), of the Company's [ ]% Notes Due November 15, 2037, [ ]% Euro Notes Due November 15, 2017 and [ ]% Sterling Notes Due November 15, 2017 (the *"Notes"*). A copy of the Exchange Offer and Registration Rights Agreement has been filed as an exhibit to the Shelf Registration Statement and can be obtained from the Commission's website at www.sec.gov. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Exchange Offer and Registration Rights Agreement.

Each beneficial owner of Registrable Securities is entitled to have the Registrable Securities beneficially owned by it included in the Shelf Registration Statement. In order to have Registrable Securities included in the Shelf Registration Statement, this Notice of Registration Statement and Selling Securityholder Questionnaire (*"Notice and Questionnaire"*) must be completed, executed and delivered to the Company's counsel at the address set forth herein for receipt ON OR BEFORE **[Deadline for Response]**. Beneficial owners of Registrable Securities who do not properly complete, execute and return this Notice and Questionnaire by such date (i) will not be named as selling securityholders in the Shelf Registration Statement and (ii) may not use the Prospectus forming a part thereof for resales of Registrable Securities.

Certain legal consequences arise from being named as a selling securityholder in the Shelf Registration Statement and related Prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling securityholder in the Shelf Registration Statement and related Prospectus.

ELECTION

The undersigned holder (the *"Selling Securityholder"*) of Registrable Securities hereby elects to include in the Shelf Registration Statement the Registrable Securities beneficially owned by it and listed below in Item (3). The undersigned, by signing and returning this Notice and Questionnaire, agrees to be bound with respect to such Registrable Securities by the terms and conditions of this Notice and Questionnaire and the Exchange Offer and Registration Rights Agreement, including, without limitation, Section 6 of the Exchange Offer and Registration Rights Agreement, as if the undersigned Selling Securityholder were an original party thereto.

Pursuant to the Exchange Offer and Registration Rights Agreement, the undersigned has agreed to indemnify and hold harmless the Company, its officers who sign any Shelf Registration Statement, and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act of 1934, as amended (the *"Exchange Act"*), against certain losses arising out of an untrue statement, or the alleged untrue statement, of a material fact in the Shelf Registration Statement or the related prospectus or the omission, or alleged omission, to state a material fact required to be stated in such Shelf Registration Statement or the related prospectus, but only to the extent such untrue statement or omission, or alleged untrue statement or omission, was made in reliance on and in conformity with the information provided in this Notice and Questionnaire.

Upon any sale of Registrable Securities pursuant to the Shelf Registration Statement, the Selling Securityholder will be required to deliver to the Company and Trustee the Notice of Transfer set forth in Appendix A to the Prospectus and as Exhibit B to the Exchange Offer and Registration Rights Agreement.

The Selling Securityholder hereby provides the following information to the Company and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

(1) (a) Full legal name of Selling Securityholder:

_____

(b) Full legal name of registered Holder (if not the same as in (a) above) of Registrable Securities listed in Item (3) below:

(c) Full legal name of account as registered with the applicable Depositary (if applicable and if not the same as (b) above) through which Registrable Securities listed in Item (3) below are held:

_____

(2) Address for notices to Selling Securityholder:

_____

_____

Telephone: _____

Fax: _____

Contact Person: _____

E-mail for Contact Person: _____

(3) Beneficial Ownership of Notes:

Except as set forth below in this Item (3), the undersigned does not beneficially own any Notes.

(a) Principal amount of [ ]% Notes Due November 15, 2037, Registrable Securities beneficially owned: _____
CUSIP No(s). of such Registrable Securities: _____

Principal amount of [ ]% Euro Notes Due November 15, 2037, Registrable Securities beneficially owned: _____
ISIN No(s). of such Registrable Securities:

Principal amount of [ ]% Sterling Notes Due November 15, 2037, Registrable Securities beneficially owned: _____
ISIN No(s). of such Registrable Securities:

(b) Principal amount of Notes other than Registrable Securities beneficially owned:

_____

CUSIP/ISIN No(s). of such other Notes: _____

(c) Principal amount of each series of Registrable Securities that the undersigned wishes to be included in the Shelf Registration Statement:

_____

CUSIP/ISIN No(s). of each series of Registrable Securities to be included in the Shelf Registration Statement: _____

(4) Beneficial Ownership of Other Notes of the Company:

Except as set forth below in this Item (4), the undersigned Selling Securityholder is not the beneficial or registered owner of any other securities of the Company, other than the Notes listed above in Item (3).

State any exceptions here:

_____

_____

(5) Individuals who exercise dispositive powers with respect to the Notes:

If the Selling Securityholder is not an entity that is required to file reports with the Commission pursuant to Section 13 or 15(d) of the Exchange Act (a "Reporting Company"*), then the Selling Securityholder must disclose the name of the natural person(s) who exercise sole or shared dispositive powers with respect to the Notes. Selling Securityholders should disclose the beneficial holders, not nominee holders or other such others of record. In addition, the Commission has provided guidance that Rule 13d-3 of the Securities Exchange Act of 1934 should be used by analogy when determining the person or persons sharing voting and/or dispositive powers with respect to the Notes.*

(a) Is the holder a Reporting Company?

Yes _____ No _____

If "No", please answer Item (5)(b).

(b) List below the individual or individuals who exercise dispositive powers with respect to the Notes:

_____

_____

Please note that the names of the persons listed in (b) above will be included in the Shelf Registration Statement and related Prospectus.

(6) Relationships with the Company:

Except as set forth below, neither the Selling Securityholder nor any of its affiliates, officers, directors or principal equity holders (5% or more) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

_____

_____

(7) Plan of Distribution:

Except as set forth below, the undersigned Selling Securityholder intends to distribute the Registrable Securities listed above in Item (3) only as follows (if at all): Such Registrable Securities may be sold from time to time directly by the undersigned Selling Securityholder. Such Registrable Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale, or at negotiated prices. Such sales may be effected in transactions (which may involve crosses or block transactions) (i) on any national securities exchange or quotation service on which the Registered Securities may be listed or quoted at the time of sale, (ii) in the over-the-counter market, (iii) in transactions otherwise than on such exchanges or services or in the over-the-counter market, or (iv) through the writing of options. In connection with sales of the Registrable Securities or otherwise, the Selling Securityholder may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the Registrable Securities in the course of hedging the positions they assume. The Selling Securityholder may also sell Registrable Securities short and deliver Registrable Securities to close out such short positions, or loan or pledge Registrable Securities to broker-dealers that in turn may sell such securities.

State any exceptions here:

_____

_____

Note: In no event may such method(s) of distribution take the form of an underwritten offering of Registrable Securities without the prior written agreement of the Company.

(8) Broker-Dealers:

The Commission requires that all Selling Securityholders that are registered broker-dealers or affiliates of registered broker-dealers be so identified in the Shelf Registration Statement. In addition, the Commission requires that all Selling Securityholders that are registered broker-dealers be named as underwriters in the Shelf Registration Statement and related Prospectus, even if they did not receive the Registrable Securities as compensation for underwriting activities.

(a) State whether the undersigned Selling Securityholder is a registered broker-dealer:

Yes _____ No _____

(b) If the answer to (a) is "Yes", you must answer (i) and (ii) below, and (iii) below if applicable. ***Your answers to (i) and (ii) below, and (iii) below if applicable, will be included in the Shelf Registration Statement and related Prospectus.***

(i) Were the Notes acquired as compensation for underwriting activities?

Yes _____ No _____

If you answered "Yes", please provide a brief description of the transaction(s) in which the Notes were acquired as compensation:

_____

_____

(ii) Were the Notes acquired for investment purposes?

Yes _____ No _____

(iii) If you answered "No" to both (i) and (ii), please explain the Selling Securityholder's reason for acquiring the Notes:

(c) State whether the undersigned Selling Securityholder is an affiliate of a registered broker-dealer and, if so, list the name(s) of the broker-dealer affiliate(s):

Yes _____ No _____

_____

_____

(d) If you answered "Yes" to question (c) above:

(i) Did the undersigned Selling Securityholder purchase Registrable Securities in the ordinary course of business?

Yes _____ No _____

If the answer is "No" to question (d)(i), provide a brief explanation of the circumstances in which the Selling Securityholder acquired the Registrable Securities:

_____

_____

(ii) At the time of the purchase of the Registrable Securities, did the undersigned Selling Securityholder have any agreements, understandings or arrangements, directly or indirectly, with any person to dispose of or distribute the Registrable Securities?

Yes _____ No _____

If the answer is "Yes" to question (d)(ii), provide a brief explanation of such agreements, understandings or arrangements:

_____

_____

If the answer is "No" to Item (8)(d)(i) or "Yes" to Item (8)(d)(ii), you will be named as an underwriter in the Shelf Registration Statement and the related Prospectus.

(9) Hedging and short sales:

(a) State whether the undersigned Selling Securityholder has or will enter into "hedging transactions" with respect to the Registrable Securities:

Yes _____ No _____

If "Yes", provide below a complete description of the hedging transactions into which the undersigned Selling Securityholder has entered or will enter and the purpose of such hedging transactions, including the extent to which such hedging transactions remain in place:

_____

_____

(b) Set forth below is Interpretation A.65 of the Commission's July 1997 Manual of Publicly Available Interpretations regarding short selling:

"An issuer filed a Form S-3 registration statement for a secondary offering of common stock which is not yet effective. One of the selling shareholders wanted to do a short sale of common stock "against the box" and cover the short sale with registered shares after the effective date. The issuer was advised that the short sale could not be made before the registration statement becomes effective, because the shares underlying the short sale are deemed to be sold at the time such sale is made. There would, therefore, be a violation of Section 5 if the shares were effectively sold prior to the effective date."

By returning this Notice and Questionnaire, the undersigned Selling Securityholder will be deemed to be aware of the foregoing interpretation.

* * * * *

By signing below, the Selling Securityholder acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the Exchange Act, particularly Regulation M (or any successor rule or regulation).

The Selling Securityholder hereby acknowledges its obligations under the Exchange Offer and Registration Rights Agreement to indemnify and hold harmless the Company and certain other persons as set forth in the Exchange Offer and Registration Rights Agreement.

In the event that the Selling Securityholder transfers all or any portion of the Registrable Securities listed in Item (3) above after the date on which such information is provided to the Company, the Selling Securityholder agrees to notify the transferee(s) at the time of the transfer of its rights and obligations under this Notice and Questionnaire and the Exchange Offer and Registration Rights Agreement.

By signing below, the Selling Securityholder consents to the disclosure of the information contained herein in its answers to Items (1) through (9) above and the inclusion of such information in the Shelf Registration Statement and related Prospectus. The Selling Securityholder understands that such information will be relied upon by the Company in connection with the preparation of the Shelf Registration Statement and related Prospectus.

In accordance with the Selling Securityholder's obligation under Section 3(d) of the Exchange Offer and Registration Rights Agreement to provide such information as may be required by law for inclusion in the Shelf Registration Statement, the Selling Securityholder agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein which may occur subsequent to the date hereof at any time while the Shelf Registration Statement remains in effect and to provide such additional information that the Company may reasonably request regarding such Selling Securityholder and the intended method of distribution of Registrable Securities in order to comply with the Securities Act. Except as otherwise provided in the Exchange Offer and Registration Rights Agreement, all notices hereunder and pursuant to the Exchange Offer and Registration Rights Agreement shall be made in writing, by hand-delivery, first-class mail, or air courier guaranteeing overnight delivery as follows:

(i) To the Company:

_____

_____

_____

_____

_____

(ii) With a copy to:

_____

_____

_____

_____

_____

Once this Notice and Questionnaire is executed by the Selling Securityholder and received by the Company's counsel, the terms of this Notice and Questionnaire, and the representations and warranties contained herein, shall be binding on, shall inure to the benefit of and shall be enforceable by the respective successors, heirs, personal representatives, and assigns of the Company and the Selling Securityholder (with respect to the Registrable Securities beneficially owned by such Selling Securityholder and listed in Item (3) above. This Notice and Questionnaire shall be governed in all respects by the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: _____

_____

Selling Securityholder
(Print/type full legal name of beneficial owner of Registrable Securities)

By: _____
Name:
Title:

PLEASE RETURN THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE FOR RECEIPT ON OR BEFORE **[DEADLINE FOR RESPONSE]** TO THE COMPANY'S COUNSEL AT:

_____

_____

_____

_____

_____

Exhibit B

NOTICE OF TRANSFER PURSUANT TO REGISTRATION STATEMENT

[Name of Trustee]
American International Group, Inc.
c/o **[Name of Trustee]**
[Address of Trustee]

Attention: Trust Officer

Re: American International Group, Inc. (the "*Company*")

[ ]% Notes Due November 15, 2037, [ ]% Euro Notes Due November 15, 2017 or [ ]% Sterling Notes Due November 15, 2017

Dear Sirs:

Please be advised that _____ has transferred [$][€][£] _____ aggregate principal amount of the above-referenced Notes pursuant to an effective Registration Statement on Form [____] (File No. 333-_____) filed by the Company.

We hereby certify that the prospectus delivery requirements, if any, of the Securities Act of 1933, as amended, have been satisfied and that the above-named beneficial owner of the Notes is named as a "Selling Holder" in the Prospectus dated **[date]** or in supplements thereto, and that the aggregate principal amount of the Notes transferred are the Notes listed in such Prospectus opposite such owner's name.

Dated:

Very truly yours,

_____
(Name)

By: _____
(Authorized Signature)

Exhibit 5.1

August 2, 2012

American International Group, Inc.,
180 Maiden Lane,
New York, New York 10038.

Ladies and Gentlemen:

In connection with the registration under the Securities Act of 1933 (the "Act") of $256,161,000 principal amount of 6.820% Dollar Notes due November 15, 2037 (the "Dollar Notes"), €420,975,000 principal amount of 6.797% Euro Notes due November 15, 2017 (the "Euro Notes") and £662,222,000 principal amount of 6.765% Sterling Notes due November 15, 2017 (the "Sterling Notes" and together with the Dollar Notes and the Euro Notes, the "Securities") of American International Group, Inc. a Delaware corporation (the "Company"), to be issued pursuant to the Indenture, dated as of October 12, 2006, between the Company and The Bank of New York Mellon, as trustee (the "Trustee") (the "2006 Indenture"), as supplemented by the Fourth Supplemental Indenture, dated as of April 18, 2007 (the "Fourth Supplemental Indenture"), the Eighth Supplemental Indenture, dated as of December 3, 2010 (together with the 2006 Indenture and the Fourth Supplemental Indenture, the "Base Indenture"), and the Thirteenth Supplemental Indenture, dated November 15, 2011 (together with the Base Indenture, the "Dollar Notes Indenture"), the Fourteenth Supplemental Indenture, dated November 15, 2011 (together with the Base Indenture, the "Euro Notes Indenture") and the Fifteenth Supplemental Indenture, dated November 15, 2011 (together with the Base Indenture, the "Sterling Notes Indenture") (the Dollar Notes Indenture, the Euro Notes Indenture and the Sterling Notes Indenture, together the "Indentures"), we, as your counsel, have examined such corporate records, certificates and other documents, and such questions of law, as we have considered necessary or appropriate for the purposes of this opinion.

Upon the basis of such examination, we advise you that, in our opinion, when the Registration Statement has become effective under the Act, the Dollar Notes have been duly executed and authenticated in accordance with the Dollar Notes Indenture and issued and delivered in exchange for the Company's outstanding 6.820% Dollar Notes due November 15, 2037, the Euro Notes have been duly executed and

authenticated in accordance with the Euro Notes Indenture and issued and delivered in exchange for the Company's outstanding 6.797% Euro Notes due November 15, 2017 and the Sterling Notes have been duly executed and authenticated in accordance with the Sterling Notes Indenture and issued and delivered in exchange for the Company's outstanding 6.765% Sterling Notes due November 15, 2017, in each case as contemplated in the Registration Statement, the Securities will constitute valid and legally binding obligations of the Company, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

We note that, as of the date of this opinion, a judgment for money in an action based on a Security denominated in a foreign currency or currency unit in a Federal or state court in the United States ordinarily would be enforced in the United States only in United States dollars. The date used to determine the rate of conversion of euros or pounds sterling into United States dollars will depend upon various factors, including which court renders the judgment. Under Section 27 of the New York Judiciary Law, a state court in the State of New York rendering a judgment on a Security would be required to render such judgment in euros and pounds sterling, and such judgment would be converted into United States dollars at the exchange rate prevailing on the date of entry of the judgment.

The foregoing opinion is limited to the Federal laws of the United States and the laws of the State of New York and the General Corporation Law of the State of Delaware, and we are expressing no opinion as to the effect of the laws of any other jurisdiction.

We have relied as to certain factual matters on information obtained from public officials, officers of the Company and other sources believed by us to be responsible, and we have assumed that the Indentures have been duly authorized, executed and delivered by the Trustee, that the Securities will conform to the specimens thereof examined by us and that the signatures on all documents examined by us are genuine, assumptions which we have not independently verified.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to us under the heading "Validity of the New Notes" in the Prospectus. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ SULLIVAN & CROMWELL LLP

Exhibit 8

August 2, 2012

American International Group, Inc.
180 Maiden Lane,
New York, New York 10038.

Ladies and Gentlemen:

We have acted as United States federal income tax counsel to American International Group, Inc. ("AIG" or "you") in connection with the registration statement under the Securities Act of 1933, as amended (the "Act"), on Form S-4 that you filed with the Securities and Exchange Commission on the date hereof (the "Registration Statement"). We hereby confirm to you that our opinion as to United States federal income tax matters is as set forth under the caption "Material United States Federal Income Tax Considerations" in the Registration Statement, subject to the limitations set forth therein.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ SULLIVAN & CROMWELL LLP

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of our report dated February 23, 2012, except with respect to our opinion on the consolidated financial statements insofar as it relates to changes in the presentation of segment information, the effects of the adoption of the accounting standard relating to accounting for acquisition costs associated with acquiring or renewing insurance contracts, and the effects of the adoption of the accounting standard related to the presentation of comprehensive income discussed in Note 1, as to which the date is May 4, 2012, relating to the financial statements, financial statement schedules, and the effectiveness of internal control over financial reporting, which appears in American International Group, Inc.'s Current Report on Form 8-K dated May 4, 2012. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
New York, New York
August 2, 2012

Exhibit 23.2

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of American International Group, Inc. of our report dated 24 February 2012 relating to the consolidated financial statements of AIA Group Limited which appears in American International Group, Inc.'s Amendment No. 1 on Form 10-K/A to its Annual Report on Form 10-K for the year ended 31 December 2011. We also consent to the reference to us under the heading "Experts" in this Registration Statement.

/s/ PricewaterhouseCoopers
Hong Kong
2 August 2012

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

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

THE BANK OF NEW YORK MELLON

(Exact name of trustee as specified in its charter)

New York **(Jurisdiction of incorporation if not a U.S. national bank)**	**13-5160382** **(I.R.S. employer identification no.)**
One Wall Street, **New York, N.Y.** **(Address of principal executive offices)**	**10286** **(Zip code)**

American International Group, Inc.
(Exact name of obligor as specified in its charter)

Delaware **(State or other jurisdiction of incorporation or organization)**	**13-2592361** **(I.R.S. employer identification no.)**
180 Maiden Lane **New York, New York** **(Address of principal executive offices)**	**10038** **(Zip code)**

6.820% Dollar Notes due November 15, 2037,
6.797% Euro Notes due November 15, 2017
and 6.765% Sterling Notes due November 15, 2017
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-154173).

6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152735).

7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 30th day of July, 2012.

THE BANK OF NEW YORK MELLON

By: /s/ Sherma Thomas
Name: Sherma Thomas
Title: Senior Associate

EXHIBIT 7

Consolidated Report of Condition of

THE BANK OF NEW YORK MELLON

of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business March 31, 2012, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	3,021,000
Interest-bearing balances	88,872,000
Securities:	
Held-to-maturity securities	4,819,000
Available-for-sale securities	79,781,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	11,000
Securities purchased under agreements to resell	719,000
Loans and lease financing receivables:	
Loans and leases held for sale	9,000
Loans and leases, net of unearned income	25,163,000
LESS: Allowance for loan and lease losses	342,000
Loans and leases, net of unearned income and allowance	24,821,000
Trading assets	4,149,000
Premises and fixed assets (including capitalized leases)	1,243,000
Other real estate owned	13,000
Investments in unconsolidated subsidiaries and associated companies	996,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,449,000
Other intangible assets	1,575,000

Other assets	13,237,000
Total assets	229,715,000
LIABILITIES	
Deposits:	
In domestic offices	94,919,000
Noninterest-bearing	60,836,000
Interest-bearing	34,083,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	92,686,000
Noninterest-bearing	3,607,000
Interest-bearing	89,079,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices .	2,367,000
Securities sold under agreements to repurchase	1,171,000
Trading liabilities	5,723,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	3,138,000
Not applicable	
Not applicable	
Subordinated notes and debentures	3,505,000
Other liabilities	7,275,000
Total liabilities	210,784,000
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,658,000
Retained earnings	8,773,000
Accumulated other comprehensive income	-985,000
Other equity capital components	0
Total bank equity capital	18,581,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	18,931,000
Total liabilities and equity capital	229,715,000

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
Michael J. Kowalski

Directors

Exhibit 99.1

LETTER OF TRANSMITTAL

FOR 6.820% DOLLAR NOTES DUE NOVEMBER 15, 2037

American International Group, Inc.

Offer to Exchange up to

$256,161,000 Registered 6.820% Dollar Notes due November 15, 2037 For Any and All
Outstanding 6.820% Dollar Notes due November 15, 2037

€420,975,000 Registered 6.797% Euro Notes due November 15, 2017 For Any and All
Outstanding 6.797% Euro Notes due November 15, 2017

£662,222,000 Registered 6.765% Sterling Notes due November 15, 2017 For Any and All
Outstanding 6.765% Sterling Notes due November 15, 2017

Pursuant to the Prospectus Dated , 2012

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON , 2012 (THE "EXPIRATION DATE") UNLESS THE EXCHANGE OFFER IS EXTENDED, IN WHICH CASE THE TERM "EXPIRATION DATE" SHALL MEAN THE LATEST TIME AND DATE TO WHICH THE EXCHANGE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION DATE OR, IF NOT YET ACCEPTED FOR EXCHANGE, AFTER THE EXPIRATION OF FORTY BUSINESS DAYS FROM THE COMMENCEMENT OF THE EXCHANGE OFFER.

The Exchange Agent:

GLOBAL BONDHOLDER SERVICES CORPORATION

By Mail, Hand Delivery or Overnight Courier:

65 Broadway — Suite 404
New York, New York 10006
Attention: Corporate Actions

By Facsimile Transmission:

(212) 430-3775/3779
Attention: Corporate Actions

Confirm by Telephone
(212) 430-3774

For Information, Call: (212) 430-3774

Delivery of this instrument to an address other than as set forth above or transmission of instructions to a facsimile number other than the one listed above will not constitute a valid delivery. The instructions set forth in this letter of transmittal should be read carefully before this letter of transmittal is completed.

The undersigned acknowledges receipt of the prospectus dated , 2012 (the "Prospectus") of American International Group, Inc. (the "Company") and this Letter of Transmittal (this "Letter of Transmittal"), which, together with the Prospectus, constitutes the Company's offer (the "Exchange Offer") to exchange up to $256,161,000 aggregate principal amount of its 6.820% Dollar Notes due November 15, 2037 (the "New Dollar Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for an equivalent principal amount of its outstanding 6.820% Dollar Notes due November 15, 2037 (the "Old Dollar Notes"), €420,975,000 aggregate principal amount of its 6.797% Euro Notes due November 15, 2017 (the "New Euro Notes"), which have been registered under the Securities Act, for an equivalent principal amount of its outstanding 6.797% Euro Notes due November 15, 2017 (the "Old Euro Notes"), and £662,222,000 aggregate principal amount of its 6.765% Sterling Notes due November 15, 2017 (the "New Sterling Notes"), which have been registered under the Securities Act, for an equivalent principal amount of its outstanding 6.765% Sterling Notes due November 15, 2017 (the "Old Sterling Notes"). The New Dollar Notes, New Euro Notes and New Sterling Notes are collectively referred to herein as the "New Notes" and the Old Dollar Notes, Old Euro Notes and Old Sterling Notes are collectively referred to herein as the "Old Notes."

The Company has filed a registration statement to register the New Notes under the Securities Act. The Company will not accept for exchange any Old Notes until the registration statement has become effective under the Securities Act.

Upon the terms and subject to the conditions set forth in this Letter of Transmittal and the Prospectus, holders of Old Dollar Notes who validly tender and who do not validly withdraw Old Dollar Notes at or prior to the Expiration Date will receive an equivalent principal amount of New Dollar Notes. Holders of Old Dollar Notes may tender only in minimum denominations of $150,000 and integral multiples of $1,000 in excess thereof.

Recipients of the Prospectus should read the requirements described in such Prospectus with respect to eligibility to participate in the Exchange Offer. Capitalized terms used but not defined herein have the meanings given to them in the Prospectus. Unless otherwise mentioned or unless the context requires otherwise, all references in this Letter of Transmittal to the "Company", "AIG", "we", "our", "us" and similar references mean American International Group, Inc. and its subsidiaries.

This Letter of Transmittal is to be used by holders of Old Dollar Notes if Old Dollar Notes are to be tendered by effecting a book-entry transfer into the account of the Exchange Agent, Global Bondholder Services Corporation (the "Exchange Agent"), at The Depository Trust Company (the "Depositary" or "DTC") and instructions are not being transmitted through the Automated Tender Offer Program ("ATOP"). If a holder of Old Dollar Notes is tendering by effecting a book-entry transfer to the Exchange Agent's account at DTC through ATOP procedures, such holder does not need to use, but shall be bound by, this Letter of Transmittal. Unless a holder of Old Dollar Notes intends to transfer its Old Dollar Notes through ATOP procedures, such holder should complete, execute and deliver this Letter of Transmittal, along with any physical certificates for the Old Dollar Notes specified herein, to indicate the action it desires to take with respect to the Exchange Offer.

Holders desiring to tender Old Dollar Notes pursuant to ATOP must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC. For a description of certain procedures to be followed in order to tender Old Dollar Notes through ATOP, please see "The Exchange Offer — Procedures for Tendering Old Notes Held through DTC" in the Prospectus and the instructions to this Letter of Transmittal.

The undersigned hereby tenders the Old Dollar Notes described in the box entitled "Description of Old Dollar Notes" below pursuant to the terms and conditions described in the Prospectus and this Letter of Transmittal. The undersigned is the registered holder of all the Old Dollar Notes covered by this Letter of Transmittal. For purposes of this Letter of Transmittal, the term "registered holder" means an owner of record as well as any DTC participant that has Old Dollar Notes credited to its DTC account. Any beneficial owner whose Old Dollar Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender should contact such registered holder of Old Dollar Notes promptly and instruct such registered holder of Old Dollar Notes to tender on behalf of the beneficial owner.

The instructions contained herein should be read carefully before this Letter of Transmittal is completed and signed.

All terms and conditions contained in the Prospectus are deemed to be incorporated in and form a part of this Letter of Transmittal, unless otherwise specified herein. In the event of any conflict between this Letter of Transmittal and the Prospectus, the Prospectus shall govern. Therefore, you are urged to read the Prospectus carefully. The terms and conditions contained in the Prospectus, together with the terms and conditions governing this Letter of Transmittal and the instructions herein, are collectively referred to below as the "Terms and Conditions."

No action has been or will be taken in any jurisdiction that would permit a public offering of the New Dollar Notes in any jurisdiction where action for such purpose is required. See "Notice to Certain Non-U.S. Holders" in the Prospectus for more information.

In order to effect a valid tender of Old Dollar Notes using this Letter of Transmittal, a holder of Old Dollar Notes must (i) complete the box entitled "Description of Old Dollar Notes," (ii) if appropriate, check and complete the boxes relating to Prospectus Copies and Special Delivery Instructions, (iii) sign this Letter of Transmittal by completing the box entitled "Sign Here," and (iv) complete and sign the attached Substitute Form W-9, or if applicable, the appropriate Form W-8 (which can be found at www.irs.gov). Each holder of Old Dollar Notes should carefully read the detailed instructions below prior to completing the Letter of Transmittal. If the holder of Old Dollar Notes wishes to tender for exchange less than all of such holder's Old Dollar Notes, column (3) in the box entitled "Description of Old Dollar Notes" must be completed in full. See also Instruction 5.

New Dollar Notes will be delivered in book-entry form through DTC and only to the DTC account of the undersigned.

DELIVERY OF DOCUMENTS TO DTC DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

DESCRIPTION OF OLD DOLLAR NOTES		
(1)	**(2)**	**(3)**
Name(s) and Address(es) of Registered Holder(s) of Old Dollar Notes (Please fill in)	**Aggregate Principal Amount**	**Principal Amount Tendered for Exchange (only if different amount from Column (2)) (Must be in minimum denominations of $150,000 and integral multiples of $1,000 in excess thereof) (1)**

1. Column (3) need not be completed by holders of Old Dollar Notes who wish to tender for exchange the principal amount of Old Dollar Notes listed in column (2). Completion of column (3) will indicate that the holder of Old Dollar Notes wishes to tender for exchange only the principal amount of Old Dollar Notes indicated in column (3).

ATTENTION BROKER-DEALERS: IMPORTANT NOTICE
CONCERNING YOUR ABILITY TO RESELL THE NEW DOLLAR NOTES

IF THE COMPANY OR THE EXCHANGE AGENT DOES NOT RECEIVE ANY LETTERS OF TRANSMITTAL FROM BROKER-DEALERS REQUESTING ADDITIONAL COPIES OF THE PROSPECTUS FOR USE IN CONNECTION WITH RESALES OF THE NEW DOLLAR NOTES, THE COMPANY INTENDS TO TERMINATE THE EFFECTIVENESS OF THE REGISTRATION STATEMENT AS SOON AS PRACTICABLE AFTER THE CONSUMMATION OR TERMINATION OF THE EXCHANGE OFFER. IF THE EFFECTIVENESS OF THE REGISTRATION STATEMENT IS TERMINATED, YOU WILL NOT BE ABLE TO USE THE PROSPECTUS IN CONNECTION WITH RESALES OF NEW DOLLAR NOTES AFTER SUCH TIME. SEE SECTION ENTITLED "THE EXCHANGE OFFER — TERMS OF THE EXCHANGE OFFER" CONTAINED IN THE PROSPECTUS FOR MORE INFORMATION.

☐ **CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO FOR USE IN CONNECTION WITH RESALES OF NEW DOLLAR NOTES:**

Name: _____

Address: _____

Telephone No.: _____

IF THE UNDERSIGNED IS NOT A BROKER-DEALER, THE UNDERSIGNED REPRESENTS THAT IT IS NOT PARTICIPATING, DOES NOT INTEND TO PARTICIPATE AND HAS NO ARRANGEMENT OR UNDERSTANDING WITH ANY PERSON TO PARTICIPATE, IN THE DISTRIBUTION OF THE NEW DOLLAR NOTES. IF THE UNDERSIGNED IS A BROKER-DEALER THAT WILL RECEIVE NEW DOLLAR NOTES FOR ITS OWN ACCOUNT IN EXCHANGE FOR OLD DOLLAR NOTES THAT WERE ACQUIRED AS A RESULT OF MARKET-MAKING ACTIVITIES OR OTHER TRADING ACTIVITIES, IT ACKNOWLEDGES THAT IT WILL COMPLY WITH ALL APPLICABLE PROSPECTUS DELIVERY OBLIGATIONS IN CONNECTION WITH ANY RESALE OF SUCH NEW DOLLAR NOTES; HOWEVER, BY SO ACKNOWLEDGING AND BY DELIVERING A PROSPECTUS, THE UNDERSIGNED WILL NOT BE DEEMED TO ADMIT THAT IT IS AN "UNDERWRITER" WITHIN THE MEANING OF THE SECURITIES ACT.

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 6 and 7)

To be completed ONLY if Old Dollar Notes in the principal amount not accepted by the Company are to be returned or issued in the name of someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal and/or sent to a DTC participant account different from that indicated in the table entitled "Description of Old Dollar Notes."

Please return or issue Old Dollar Notes not accepted, to: _____

Name of DTC Participant: _____

DTC Participant Account Number: _____

Contact at DTC Participant: _____

SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Pursuant to the offer by American International Group, Inc. (the "Company") upon the terms and subject to the conditions set forth in the prospectus dated , 2012 (the "Prospectus") and this Letter of Transmittal (this "Letter of Transmittal"), which, together with the Prospectus, constitutes the Company's offer (the "Exchange Offer") to exchange up to $256,161,000 aggregate principal amount of its 6.820% Dollar Notes due November 15, 2037 (the "New Dollar Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for an equivalent principal amount of its outstanding 6.820% Dollar Notes due November 15, 2037 (the "Old Dollar Notes"), €420,975,000 aggregate principal amount of its 6.797% Euro Notes due November 15, 2017 (the "New Euro Notes"), which have been registered under the Securities Act, for an equivalent principal amount of its outstanding 6.797% Euro Notes due November 15, 2017 (the "Old Euro Notes"), and £662,222,000 aggregate principal amount of its 6.765% Sterling Notes due November 15, 2017 (the "New Sterling Notes"), which have been registered under the Securities Act, for an equivalent principal amount of its outstanding 6.765% Sterling Notes due November 15, 2017 (the "Old Sterling Notes"). The New Dollar Notes, New Euro Notes and New Sterling Notes are collectively referred to herein as the "New Notes" and the Old Dollar Notes, Old Euro Notes and Old Sterling Notes are collectively referred to herein as the "Old Notes."

The undersigned understands and agrees that the Company has filed a registration statement to register the New Notes under the Securities Act and will not accept for exchange any Old Notes until the registration statement has become effective under the Securities Act.

The Company's obligation to complete the Exchange Offer is conditioned upon the satisfaction of the conditions as set forth in the Prospectus. If the Exchange Offer is consummated, the New Dollar Notes will be issued under the Indenture, dated as of October 12, 2006, between the Company and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by the Fourth Supplemental Indenture, dated as of April 18, 2007, and the Eighth Supplemental Indenture, dated as of December 3, 2010 (as so supplemented, the "Base Indenture"), and the Thirteenth Supplemental Indenture, dated as of November 15, 2011 (the Base Indenture so supplemented by the Thirteenth Supplemental Indenture, the "Dollar Notes Indenture").

The undersigned hereby tenders to the Company the aggregate principal amount of Old Dollar Notes indicated in the table above entitled "Description of Old Dollar Notes."

The undersigned understands that the Old Dollar Notes validly tendered and not withdrawn (or defectively tendered Old Dollar Notes with respect to which defect the Company has, or has caused it to be, waived) will be deemed to have been accepted by the Company if, as and when the Company gives oral (promptly confirmed in writing) or written notice thereof to the Exchange Agent. The undersigned understands that subject to the Terms and Conditions, Old Dollar Notes accepted by the Company in accordance with such Terms and Conditions will be exchanged for an equivalent principal amount of New Dollar Notes. The undersigned understands that, under certain circumstances, the Company may not be required to accept any of the Old Dollar Notes tendered. If any Old Dollar Notes are not accepted for exchange for any reason (or if Old Dollar Notes are validly withdrawn), such unexchanged (or validly withdrawn) Old Dollar Notes will be returned without expense to the undersigned's account at The Depository Trust Company (the "Depositary" or "DTC") or such other account as designated herein pursuant to the book-entry transfer procedures described in the Prospectus as promptly as practicable after the expiration or termination of the Exchange Offer.

By executing and delivering this Letter of Transmittal (or agreeing to the Terms and Conditions pursuant to an agent's message) and subject to and effective upon acceptance for exchange of the Old Dollar Notes tendered for exchange herewith, the undersigned (i) acknowledges and agrees that the Company shall have fully performed all of its obligations to conduct an "Exchange Offer" under the Exchange Offer and Registration Rights Agreement, dated as of November 15, 2011, among the Company and the Dealer Managers (as defined therein), (ii) irrevocably agrees to sell, assign and transfer to or upon the order of the Company or its nominees, all right, title and interest in and to, and any and all claims in respect of or arising or having arisen as a result of the undersigned's status as a holder of, all Old Dollar Notes tendered hereby, such that thereafter it shall have no

contractual or other rights or claims in law or equity against the Company or any fiduciary, trustee, fiscal agent or other person connected with the Old Dollar Notes arising under, from or in connection with such Old Dollar Notes, (iii) hereby appoints Global Bondholder Services Corporation (the "Exchange Agent") as the true and lawful agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as agent of the Company) of such holder of Old Dollar Notes with respect to such Old Dollar Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (w) deliver such Old Dollar Notes or transfer ownership of such Old Dollar Notes on the account books maintained by the Depositary together with all accompanying evidences of transfer and authenticity, to or upon the order of the Company, (x) present such Old Dollar Notes for transfer on the register, (y) take any action necessary to transfer such Old Dollar Notes to the Company, and (z) receive all benefits and otherwise exercise all rights and incidents of ownership with respect to such Old Dollar Notes, including receipt of New Dollar Notes issued in exchange therefor and transfer such New Dollar Notes to the holder, all in accordance with the Terms and Conditions of the Exchange Offer, (iv) waives any and all rights with respect to the Old Dollar Notes tendered hereby (including, without limitation, any existing or past defaults and their consequences in respect of such Old Dollar Notes and the Dollar Notes Indenture), (v) releases and discharges the Company and the Trustee under the Dollar Notes Indenture from any and all claims the undersigned may have, now or in the future, arising out of or related to the Old Dollar Notes tendered hereby, including, without limitation, any claims that the undersigned is entitled to receive additional principal or interest payments with respect to the Old Dollar Notes tendered hereby (other than as expressly provided in the Prospectus and in this Letter of Transmittal) or to participate in any repurchase, redemption or defeasance of the Old Dollar Notes tendered hereby and (vi) agrees that the delivery and surrender of the Old Dollar Notes is not effective, and the risk of loss of the Old Dollar Notes does not pass to the Exchange Agent, until receipt by the Exchange Agent of (a) a properly completed and duly executed Letter of Transmittal together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company or (b) a properly transmitted agent's message.

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Old Dollar Notes will be determined by the Company, in its sole discretion, which determination shall be final and binding. The undersigned acknowledges that the Company's acceptance of Old Dollar Notes validly tendered for exchange pursuant to any of the procedures described in the section of the Prospectus entitled "The Exchange Offer" and in the instructions in this Letter of Transmittal and acceptance of such Old Dollar Notes by the Company will, following the Expiration Date, constitute a valid, binding and enforceable agreement between the undersigned and the Company upon the Terms and Conditions.

The undersigned, by executing and delivering this Letter of Transmittal (or agreeing to the Terms and Conditions pursuant to an agent's message), hereby represents, warrants and agrees that (i) the undersigned has full power and authority to tender, exchange, assign and transfer the Old Dollar Notes tendered, and (ii) when such Old Dollar Notes are accepted for exchange by the Company, the Company will acquire good, marketable and unencumbered title thereto, free and clear of all security interests, liens, restrictions, charges, encumbrances, or other obligations relating to their sale and transfer, and not subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Company to be necessary or desirable to complete the tender, exchange, assignment and transfer of the Old Dollar Notes tendered for exchange hereby.

The undersigned, by executing and delivering this Letter of Transmittal (or agreeing to the Terms and Conditions pursuant to an agent's message), hereby further represents, warrants and agrees that (i) the New Dollar Notes to be acquired pursuant to the Exchange Offer will be acquired in the ordinary course of business of the person acquiring the New Dollar Notes, whether or not such person is the undersigned, (ii) neither the undersigned nor any person receiving any New Dollar Notes directly or indirectly from the undersigned pursuant to the Exchange Offer (if not a broker-dealer referred to below) is participating, intends to participate or has any arrangement or understanding with any person to participate, in the distribution of the New Dollar Notes within the meaning of the Securities Act, (iii) the undersigned and each person receiving any New Dollar Notes directly or indirectly from the undersigned pursuant to the Exchange Offer acknowledge and agree that any broker-dealer

or any person participating in the Exchange Offer for the purpose of distributing the New Dollar Notes (x) must comply with all applicable registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the New Dollar Notes acquired by such person and (y) cannot rely on the position of the staff of the Securities and Exchange Commission (the "Commission") set forth in Morgan Stanley & Co. Incorporated no-action letter (available June 5, 1991) or the Exxon Capital Holdings Corporation no-action letter (available May 13, 1988), as interpreted in the Commission's no-action letter to Shearman & Sterling dated July 2, 1993, or similar no-action letters, (iv) the undersigned and each person receiving any New Dollar Notes directly or indirectly from the undersigned pursuant to the Exchange Offer understand that a secondary resale transaction described in clause (iii) above should be covered by an effective registration statement, (v) neither the undersigned nor any person receiving any New Dollar Notes directly or indirectly from the undersigned pursuant to the Exchange Offer is an "affiliate" of the Company, as defined under Rule 405 under the Securities Act and (vi) the undersigned is not acting on behalf of someone who cannot truthfully and completely make such representations.

If the undersigned is a broker-dealer that will receive New Dollar Notes for its own account in exchange for Old Dollar Notes that it acquired as a result of market-making or other trading activities, it acknowledges that it will comply with all applicable prospectus delivery obligations in connection with any resale of such New Dollar Notes received in respect of such Old Dollar Notes pursuant to the Exchange Offer; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

You, the undersigned, by executing and delivering this Letter of Transmittal (or agreeing to the Terms and Conditions pursuant to an agent's message), hereby further represent, warrant and agree that:

i. You have received, reviewed and accept the terms and conditions of the Exchange Offer and the offer and distribution restrictions, all as described in the Prospectus (and have had access to, reviewed and understood the documents incorporated by reference or referred to in the Prospectus).

ii. All authority conferred or agreed to be conferred pursuant to your acknowledgements, agreements, representations, warranties, undertakings and directions, and all of your obligations shall be binding upon your successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, your death or incapacity.

iii. You understand that the Company may, at its sole discretion, extend, re-open, amend, waive any condition of or terminate the Exchange Offer at any time, and that in the event of a termination of the Exchange Offer, the relevant Old Dollar Notes will be returned to the holder.

iv. None of the Company or the Exchange Agent, or any of their respective directors or employees, has given you any information with respect to the Exchange Offer save as expressly set out in the Prospectus nor has any of them made any recommendation to you as to whether you should offer Old Dollar Notes for exchange in the Exchange Offer and you have made your own decision with regard to offering Old Dollar Notes for exchange in the Exchange Offer based on any legal, tax or financial advice you have deemed necessary to seek.

v. You are not a person to whom it is unlawful to make an offer or solicitation pursuant to the Exchange Offer under applicable securities laws of your jurisdiction, you have not distributed or forwarded the Prospectus, this Letter of Transmittal or any other documents or materials relating to the Exchange Offer to any such person and you have (before tendering the Old Dollar Notes for exchange) complied with all laws and regulations applicable to you for the purposes of your participation in the Exchange Offer.

vi. Either (x) you are not a pension, profit-sharing or other employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA," and each such plan, a "Plan"), a Plan or any entity whose underlying assets include "plan assets" by reason of any Plan's investment in the entity (a "Plan Asset Entity") or an employee benefit plan that is a governmental plan (as defined in

Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA) and non-U.S. plans (as described in Section 4(b)(4) of ERISA) ("Non-ERISA Arrangements") and are not acquiring or holding the New Dollar Notes on behalf of or with the assets of any Plan, a Plan Asset Entity or Non-ERISA Arrangement or (y) neither the acquisition nor the holding of the New Dollar Notes will constitute a non-exempt prohibited transaction under Section 406 of ERISA, Section 4975 of the Internal Revenue Code of 1986, as amended or under any similar provisions under applicable federal, state, local, non-U.S or other laws.

vii. You are located outside of Austria or, if you are located or resident in Austria, you are a qualified investor as defined by Section 3 numeral 11 of the Austrian Capital Market Act.

viii. You are located outside of Denmark or, if you are located or resident in Denmark, the offer to you will not be considered a marketing of New Dollar Notes in Denmark or an offer of the New Dollar Notes to the public in Denmark within the meaning of the Danish Securities Trading Act or any Executive Orders issued pursuant thereto.

ix. You are located outside of France or, if you are located or resident in France, you are (i) a qualified investor (*investisseurs qualifié*), as defined in Articles L. 411-2 II of the *Code monétaire et financier*, and you are acting for your own account or (ii) a person providing investment services relating to portfolio management for the account of third-parties; you acknowledge that no prospectus has been prepared in connection with the offering of the New Dollar Notes that has been approved by the French *Autorité des marchés financiers* or by the competent authority of another State that is a contracting party to the Agreement on the European Economic Area and notified to the French *Autorité des marchés financiers*.

x. You are located outside of Hong Kong or, if you are located or resident in Hong Kong, you are a professional investor as defined in section 1 of Part 1 of Schedule 1 to the Securities and Future Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder; and you acknowledge that your warranties are required in connection with Hong Kong Laws. You acknowledge that each of the Company, Exchange Agent and other participants in the Exchange Offer and their respective subsidiaries, agents, affiliates and advisers will rely upon the truth, completeness and accuracy of your warranties set out in this section, and you agree to notify the Company and the Exchange Agent promptly in writing if any of your warranties ceases to be true, complete and accurate or if it becomes misleading.

xi. You are located outside Italy or, if you are located in Italy, you are either (i) tendering the Old Dollar Notes for New Dollar Notes having an aggregate nominal amount of at least €50,000 (or its equivalent in another currency) or (ii) a qualified investor (*investitore qualificato*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "Financial Services Act") and Article 34-ter, paragraph 1, letter b) of *Commissione Nazionale per le Società e la Borsa* ("CONSOB") Regulation No. 11971 of 14 May 1999, as amended.

xii. You are located outside of Japan or, if you are located or resident in Japan: (a) you are a qualified institutional investor, as defined in Article 10 of the Ordinance of Cabinet Office Concerning Definitions Provided in Article 2 of the Financial Instruments and Exchange Law of Japan ("QII"); and (b) you have been informed that: (1) the New Dollar Notes have not been and will not be registered under Article 4, Paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the "FIEL") since the offering in Japan constitutes the private placement to QIIs under Article 2, Paragraph 3, Item 2-A of the FIEL; and (2) any transfer of the New Dollar Notes is prohibited except where it is transferred to QIIs.

xiii. You are an existing holder of the Old Dollar Notes previously issued by the Company and will not circulate or distribute the Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the New Dollar Notes, and will not offer or sell or make the subject of an invitation for subscription or purchase, whether directly or indirectly, the New Dollar Notes, to any persons in Singapore other than (i) to existing holders of Old Dollar Notes

pursuant to Section 273(1)(cd) of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA") or (ii) pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision (4) of Division 1 of Part XIII of the SFA.

xiv. You are not located or resident in the United Kingdom or, if you are located or resident in the United Kingdom, you are a person falling within the definition of Investment Professionals (as defined in the Order) or within Article 43(2) of the Order, or to whom this prospectus may lawfully be communicated in accordance with the Order.

xv. You acknowledge that the Company and the Exchange Agent will rely upon the truth and accuracy of the foregoing acknowledgements, agreements, representations, warranties and undertakings.

The representations and warranties and agreements of a holder tendering Old Dollar Notes shall be deemed to be repeated and reconfirmed on and as of the Expiration Date and the settlement date. For purposes of this Letter of Transmittal, the "beneficial owner" of any Old Dollar Notes shall mean any holder that exercises sole investment discretion with respect to such Old Dollar Notes.

The Company expressly reserves the right, in our sole discretion, to:

- prior to the expiration date, delay accepting any Old Dollar Notes;
- extend the Exchange Offer;
- terminate the Exchange Offer if, in our sole judgment, any of the conditions described described under "The Exchange Offer — Conditions to the Exchange Offer" in the Prospectus shall not have been satisfied; and
- amend or waive the terms of the Exchange Offer in any way we determine.

The Company reserves the right (a) to accept for exchange and exchange all Old Dollar Notes validly tendered before the Expiration Date and to keep the relevant Exchange Offer open or extend the Expiration Date to a later date and time as announced by the Company and (b) to waive any or all conditions to any Exchange Offer for Old Dollar Notes tendered before the Expiration Date.

The undersigned acknowledges that, for purposes of the Exchange Offer, the Company will be deemed to have accepted for exchange, and to have exchanged, validly tendered Old Dollar Notes, if, as and when the Company gives oral or written notice thereof to the Exchange Agent. Tenders of Old Dollar Notes for exchange may be withdrawn at any time prior to the Expiration Date.

Unless otherwise indicated in the box entitled "Special Delivery Instructions," please return any Old Dollar Notes not tendered for exchange to the undersigned. The undersigned recognizes that the Company has no obligation pursuant to the "Special Delivery Instructions" to transfer any Old Dollar Notes if the Company does not accept for exchange any of the Old Dollar Notes so tendered for exchange or if such transfer would not be in compliance with any transfer restrictions applicable to such Old Dollar Notes.

SIGN HERE

(TO BE COMPLETED BY ALL TENDERING HOLDERS OF OLD DOLLAR NOTES HEREBY)

X _____ Date: _____

Signature of Registered Holder(s) or Authorized Signatory
(See Guarantee Requirement Below)

Area Code and Telephone Number: _____

This Letter of Transmittal must be signed by the registered holder(s) exactly as the name(s) appear(s) on a securities position listing of DTC. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person, acting in a fiduciary or representative capacity, please set forth at the line entitled "Capacity (full title)" and submit evidence satisfactory to the Exchange Agent and AIG of such person's authority to so act. See Instruction 1.

Name(s): _____

_____

(Please Type or Print)

Capacity (full title): _____

_____

Address: _____

(Including Zip Code)

MEDALLION SIGNATURE GUARANTEE
(If Required — See Instruction 1)

Signature(s) Guaranteed by
an Eligible Institution: _____

(Authorized Signature)

_____

(Title)

_____

(Name of Firm)

_____

(Address)

Dated: _____, 2012

INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. Signatures on this Letter of Transmittal; Instruments of Transfer; Guarantee of Signatures.

For purposes of this Letter of Transmittal, the term "registered holder" means an owner of record as well as any DTC participant that has Old Dollar Notes credited to its DTC account. Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchange Medallion Program (each, a "Medallion Signature Guarantor"). Signatures on this Letter of Transmittal need not be guaranteed if:

- this Letter of Transmittal is signed by a participant in DTC whose name appears on a security position listing as the owner of the Old Dollar Notes and the holder(s) has not completed the box entitled "Special Delivery Instructions" on this Letter of Transmittal; or
- the Old Dollar Notes are tendered for the account of an "eligible institution."

An "eligible institution" is one of the following firms or other entities identified in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (as the terms are defined in Rule 17Ad-15):

a) a bank;

b) a broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker;

c) a credit union;

d) a national securities exchange, registered securities association or clearing agency; or

e) a savings institution that is a participant in a Securities Transfer Association recognized program.

If any of the Old Dollar Notes tendered are held by two or more registered holders, all of the registered holders must sign this Letter of Transmittal.

The Company will not accept any alternative, conditional, irregular or contingent tenders. By executing this Letter of Transmittal (or facsimile thereof) or directing DTC to transmit an agent's message, you waive any right to receive any notice of the acceptance of your Old Dollar Notes for exchange.

If this Letter of Transmittal or instruments of transfer are signed by trustees, executors, administrators, guardians or attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by the Company, evidence satisfactory to the Company of their authority to so act must be submitted with this Letter of Transmittal.

Beneficial owners whose tendered Old Dollar Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender such Old Dollar Notes.

2. Delivery of this Letter of Transmittal and Old Dollar Notes.

This Letter of Transmittal is to be completed by holders of Old Dollar Notes if Old Dollar Notes are to be tendered by effecting a book-entry transfer into the Exchange Agent's account at DTC and instructions are not being transmitted through ATOP. If tenders are to be made pursuant to the procedures for delivery by book-entry

transfer to the Exchange Agent's account at DTC through ATOP procedures, such holder does not need to use, but shall be bound by, this Letter of Transmittal. All deliveries of Old Dollar Notes must be made to the account of the Exchange Agent maintained at DTC. A confirmation of a book-entry transfer, the properly completed and duly executed Letter of Transmittal and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at the address set forth herein at or prior to the Expiration Date.

Book-entry transfers to the Exchange Agent should be made in the exact principal amount of Old Dollar Notes tendered.

THE METHOD OF DELIVERY OF OLD DOLLAR NOTES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS IS AT THE ELECTION AND RISK OF THE TENDERING HOLDER OF OLD DOLLAR NOTES. THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED OR CONFIRMED BY THE EXCHANGE AGENT. SEE THE SECTION OF THE PROSPECTUS ENTITLED "THE EXCHANGE OFFER — PROCEDURES FOR TENDERING OLD NOTES HELD THROUGH DTC." IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. AS AN ALTERNATIVE TO DELIVERY BY MAIL, THE HOLDER MAY WISH TO CONSIDER USING AN OVERNIGHT OR HAND DELIVERY SERVICE. THE LETTER OF TRANSMITTAL SHOULD NOT BE SENT TO THE COMPANY.

No alternative, conditional or contingent tenders will be accepted. All tendering holders of Old Dollar Notes, by execution of this Letter of Transmittal (or facsimile hereof, if applicable), waive any right to receive notice of the acceptance of their Old Dollar Notes for exchange.

3. Inadequate Space.

If the space provided in the box entitled "Description of Old Dollar Notes" above is inadequate, the principal amounts of the Old Dollar Notes being tendered should be listed on a separate signed schedule affixed hereto.

4. Withdrawals.

Old Dollar Notes tendered in the Exchange Offer may be validly withdrawn at any time at or prior to the Expiration Date (but not thereafter). The Company may extend the Expiration Date. You may also withdraw tenders of any Old Notes that have not yet been accepted for exchange after the expiration of 40 business days from the commencement of the exchange offer. See "The Exchange Offer — Withdrawal of Tenders" in the Prospectus. Withdrawals of tenders of Old Dollar Notes may not be rescinded, and any Old Dollar Notes withdrawn will thereafter be deemed not validly tendered for purposes of the Exchange Offer, and no New Dollar Notes will be issued with respect thereto unless the Old Dollar Notes so withdrawn are validly retendered. Properly withdrawn Old Dollar Notes may be retendered by following one of the procedures described in the section of the Prospectus entitled "The Exchange Offer — Procedures for Tendering Old Notes Held Through DTC" at any time prior to the Expiration Date.

5. Partial Tenders.

Tenders of Old Dollar Notes will be accepted only in minimum denominations of $150,000 and integral multiples of $1,000 in excess thereof. If a tender for exchange is to be made with respect to less than the entire principal amount of any Old Dollar Notes, fill in the principal amount of Old Dollar Notes which are tendered for exchange in column (3) of the box entitled "Description of Old Dollar Notes." In case of a partial tender for exchange, the untendered principal amount of the Old Dollar Notes will be credited to the Depositary account of the tendering holder, unless otherwise indicated in the appropriate box on this Letter of Transmittal, as promptly as practicable after the expiration or termination of the Exchange Offer.

6. Transfer Taxes.

Except as set forth in this Instruction 6, the Company will pay all transfer taxes, if any, applicable to the transfer and exchange of Old Dollar Notes pursuant to the Exchange Offer. If issuance of New Dollar Notes is to be made to, or Old Dollar Notes not tendered for exchange are to be issued or returned to, any person other than the tendering holder, or if a transfer tax is imposed for any reason other than the exchange of Old Dollar Notes pursuant to the Exchange Offer, and satisfactory evidence of payment of such taxes or exemptions therefrom is not submitted with this Letter of Transmittal, the amount of any transfer taxes payable on account of any such transfer will be imposed on and payable by the tendering holder of Old Dollar Notes prior to the issuance of the New Dollar Notes.

7. Special Delivery Instructions.

All Old Dollar Notes tendered hereby and not accepted for exchange will be returned to the undersigned according to the information provided in the box relating to Book-Entry Transfer or, if completed, according to the "Special Delivery Instructions" box in this Letter of Transmittal.

8. Validity of Tenders.

All questions as to the form of all documents and the validity and eligibility (including time of receipt) and acceptance of tenders and withdrawals of Old Dollar Notes will be determined by the Company, in its sole discretion, which determination shall be final and binding on all parties. Alternative, conditional or contingent tenders will not be considered valid. The Company reserves the absolute right to reject any or all tenders of Old Dollar Notes that are not in proper form or the acceptance of which would, in our opinion, be unlawful. The Company also reserves the right to waive any defects, irregularities or conditions of tender as to particular Old Dollar Notes. A waiver of any defect or irregularity with respect to the tender of any Old Dollar Notes shall not constitute a waiver of the same or any other defect or irregularity with respect to the tender of any other Old Dollar Notes except to the extent we may otherwise so provide. The Company's interpretations of the terms and conditions of the Exchange Offer, including the instructions in this Letter of Transmittal, will be final and binding on all parties. Tenders of Old Dollar Notes shall not be deemed to have been made until any defects or irregularities have been waived by us or cured within a time period that the Company will determine. Neither the Company, the Exchange Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders of Old Dollar Notes, or will incur any liability to you for failure to give any such notice.

9. Waiver of Conditions.

The Company reserves the absolute right to waive, amend or modify any of the specified conditions described under "The Exchange Offer — Conditions to the Exchange Offer" in the Prospectus.

10. Requests for Assistance or Additional Copies.

Questions concerning tender procedures and requests for additional copies of this Letter of Transmittal and the Prospectus should be directed to the Exchange Agent at its address or telephone numbers listed in this Letter of Transmittal. All other questions about this Exchange Offer should be addressed to Investor Relations at the Company (telephone number — 212-770-6293).

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A FACSIMILE THEREOF, IF APPLICABLE) OR AN AGENT'S MESSAGE TO THE DEPOSITARY TOGETHER WITH CONFIRMATION OF BOOK-ENTRY, AND ALL OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO 11:59 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited Liability Company. Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership). _____
☐ Other _____

Address

City, State, and ZIP Code

SUBSTITUTE

Form W-9

Department of the Treasury
Internal Revenue Service

Payer's Request for Taxpayer Identification Number ("TIN") and Certification

PART 1 — Taxpayer Identification Number — Please provide your TIN in the box at right and certify by signing and dating below. If awaiting TIN, write "Applied For" and see the note below.

Social Security Number
OR
Employer Identification Number

PART 2 — If you are exempt from backup withholding, please check the box at right.

☐ Exempt Payee

PART 3 — Certification — Under penalties of perjury, I certify that:
(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
(3) I am a U.S. citizen or other U.S. person (see the "General Instructions for Completing Substitute Form W-9" below).

Certification Instructions. — You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item 2.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.
SIGNATURE _____ **DATE** _____

NOTE: FAILURE TO COMPLETE THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF A PERCENTAGE ON ANY PAYMENTS MADE TO YOU PURSUANT TO THE NEW DOLLAR NOTES. IN ADDITION, FAILURE TO PROVIDE SUCH INFORMATION MAY RESULT IN A PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF YOUR TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATION IF YOU WROTE "APPLIED FOR" IN THE APPROPRIATE LINE IN PART 1 OF SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, a percentage of all reportable payments made to me will be withheld.

_____ _____
Signature **Date**

IRS Circular 230 Notice: To ensure compliance with Internal Revenue Service Circular 230, you are hereby notified that: (a) any discussion of U.S. federal tax issues contained or referred to in this communication or any document referred to herein is not intended or written to be used, and cannot be used by you for the purpose of avoiding penalties that may be imposed on you under the Internal Revenue Code; (b) such discussion is written for use in connection with the promotion or marketing of the transactions or matters addressed herein; and (c) you should seek advice based on your particular circumstances from an independent tax advisor.

GENERAL INSTRUCTIONS FOR COMPLETING SUBSTITUTE FORM W-9

All "section" references are to the Internal Revenue Code of 1986, as amended. "IRS" is the Internal Revenue Service.

Purpose of Form

United States federal income tax law generally requires that a U.S. person who receives a reportable payment provide the payer with its correct Taxpayer Identification Number (TIN), which, in the case of a holder who is an individual, is generally the individual's social security number. If the payer is not provided with the correct TIN or an adequate basis for an exemption, such holder may be subject to penalties imposed by the Internal Revenue Service and backup withholding (currently in an amount equal to 28%) of the gross proceeds of any payment received hereunder. If backup withholding results in an overpayment of taxes, a refund may generally be obtained.

You should use Substitute Form W-9 only if you are a U.S. person (including a resident alien) to give your correct TIN to the person requesting it (the requester) and, when applicable, (1) to certify that the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify that you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are a U.S. exempt payee. The TIN provided must match the name given on the Substitute Form W-9. If you are a nonresident alien or foreign entity not subject to backup withholding, you should not use Substitute Form W-9. Instead, you should provide the requester with an appropriate Form W-8. Forms W-8 and instructions for completing Forms W-8 can be obtained at www.irs.gov.

Definition of a U.S. Person

For federal tax purposes, you are considered a U.S. person if you are: (1) an individual who is a U.S. citizen or U.S. resident alien; (2) a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; (3) an estate (other than a foreign estate), or (4) a domestic trust (as defined in Treasury Regulations section 301.7701-7).

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

How to Get a TIN

If you do not have a TIN, apply for one immediately. To apply for an SSN, obtain Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write “Applied For” in Part 1, sign and date the form, and give it to the requester. For interest and dividend payments and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing “Applied For” on the form means that you have already applied for a TIN OR that you intend to apply for one soon. As soon as you receive your TIN, complete another Substitute Form W-9, include your TIN, sign and date the form, and give it to the requester.

Guidelines for Determining the Proper Identification Number to Give the Requester

Social Security Numbers ("SSNs") have nine digits separated by two hyphens: *i.e.*, 000-00-0000. Employer Identification Numbers ("EINs") have nine digits separated by only one hyphen: *i.e.*, 00-0000000. The table below will help determine the number to give the requester.

For this type of account:	GIVE THE NAME AND SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER OF—
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
5. Sole proprietorship or single-owner LLC	The owner(3)
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity(4)
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

(1) List first and circle the name of the person whose SSN you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's SSN.

(3) You must show your individual name and you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, the Internal Revenue Service encourages you to use your SSN.

(4) List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title).

* Note. Grantor also must provide a Form W-9 to trustee of trust.

NOTE: If no name is circled when more than one name is listed, the number will be considered to be that of the first name.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Individuals (including sole proprietors) are generally **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete Substitute Form W-9 to avoid possible erroneous backup withholding. If you are exempt, enter your correct TIN in Part 1, check the "Exempt" box in Part 2, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

The following is a list of payees that may be exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except for those listed in item (9). For broker transactions, payees listed in (1) through (5), (7) through (13), and C Corporations are exempt. Payments over $600 required to be reported and direct sales over $5,000 are generally exempt from backup withholding only if made to payees described in items (1) through (7). However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: (i) medical and health care payments, (ii) attorneys' fees, and (iii) payments for services paid by a federal executive agency. Only payees described in items (1) through (5) are exempt from backup withholding for barter exchange transactions and patronage dividends.

(1) An organization exempt from tax under section 501(a), or an individual retirement plan ("IRA"), or a custodial account under section 403(b)(7), if the account satisfies the requirements of section 401(f)(2).

(2) The United States or any of its agencies or instrumentalities.

(3) A state, the District of Columbia, a possession of the United States, or any of their subdivisions or instrumentalities.

(4) A foreign government or any of its political subdivisions, agencies or instrumentalities.

(5) An international organization or any of its agencies or instrumentalities.

(6) A corporation.

(7) A foreign central bank of issue.

(8) A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.

(9) A futures commission merchant registered with the Commodity Futures Trading Commission.

(10) A real estate investment trust.

(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

(12) A common trust fund operated by a bank under section 584(a).

(13) A financial institution.

(14) A middleman known in the investment community as a nominee or custodian.

(15) A trust exempt from tax under Section 664 or described in Section 4947.

Exempt payees described above should file the Substitute Form W-9 to avoid possible erroneous backup withholding. If you are an exempt payee, you should furnish your taxpayer identification number in Part 1, check the “exempt” box in Part 2 on the face of the form in the space provided, sign and date the form and return it to the requester.

Penalties

Failure to Furnish TIN. If you fail to furnish your correct TIN to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information with Respect to Withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal Penalty for Falsifying Information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX ADVISOR OR THE INTERNAL REVENUE SERVICE.

American International Group, Inc.

August 2, 2012

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Re: American International Group, Inc —
Registration Statement on Form S-4

Ladies and Gentlemen:

On behalf of American International Group, Inc. ("AIG"), I am transmitting for filing under the Securities Act of 1933, as amended (the "Act"), a Registration Statement on Form S-4 relating to up to $256,161,000 of 6.820% Dollar Notes due November 15, 2037, €420,975,000 of 6.797% Euro Notes due November 15, 2017 and £662,222,000 of 6.765% Sterling Notes due November 15, 2017 (together, the "Exchange Securities") which AIG plans to offer in exchange for an equivalent principal amount of its outstanding unregistered 6.820% Dollar Notes due November 15, 2037, 6.797% Euro Notes due November 15, 2017 and 6.765% Sterling Notes due November 15, 2017, respectively (together, the "Initial Securities").

AIG has sent a wire transfer to the account of the Securities and Exchange Commission (the "SEC") with US Bank in the amount of $207,677.00 for the registration filing fee and has received confirmation of its receipt.

AIG is registering the exchange offer described in the above-referenced registration statement (the "Exchange Offer") in reliance on the SEC's position contained in Exxon Capital Holdings Corp., SEC No-Action Letter (April 13, 1989); Morgan Stanley & Co. Inc., SEC No-Action Letter (June 5, 1991); and Shearman & Sterling, SEC No-Action Letter (July 2, 1993) (collectively, the "Letters"). AIG represents with respect to the Exchange Offer that:

1. AIG has not entered into any arrangement or understanding with any person to distribute the Exchange Securities and, to the best of AIG's information and belief, each person participating in the Exchange Offer is acquiring the Exchange

Securities in its ordinary course of business and has no arrangement or understanding with any person to participate in the distribution of the securities to be received in the Exchange Offer. In this regard, AIG will make each person participating in the Exchange Offer aware (through the Exchange Offer prospectus or otherwise) that if the Exchange Offer is being registered for the purpose of secondary resales, any security holder using the Exchange Offer to participate in a distribution of the Exchange Securities (1) could not rely on the staff position enunciated in the Letters and (2) must comply with all applicable registration and prospectus delivery requirements of the Act, in connection with a secondary resale transaction. AIG acknowledges that such a secondary resale transaction should be covered by an effective registration statement containing the selling security holder information required by Item 507 of Regulation S-K. AIG will also include in the letter of transmittal (or similar documentation to be executed by each person participating in the Exchange Offer) disclosure that by accepting the Exchange Offer each holder of the Initial Securities represents to AIG that it is not an affiliate of AIG, the Exchange Securities will be acquired in the ordinary course of business, and that it is not participating, and does not intend to participate in the distribution of the Exchange Securities.

2. A broker-dealer may participate in the Exchange Offer with respect to Initial Securities acquired for its own account as a result of market-making activities or other trading activities, provided that (i) in connection with any resales of Exchange Securities received in exchange for such Initial Securities, the broker-dealer complies with all applicable prospectus delivery requirements of the Act, and the prospectus for the Exchange Offer may be used for this purpose, so long as it contains a plan of distribution with respect to such resale transactions (such plan of distribution need not name the broker-dealer or disclose the amount of Exchange Securities held by the broker-dealer); and (ii) the broker-dealer has not entered into any arrangement or understanding with AIG or an affiliate of AIG to distribute the Exchange Securities.

3. AIG (i) will make each person participating in the Exchange Offer aware (through the Exchange Offer prospectus) that any broker-dealer who holds Initial Securities acquired for its own account as a result of market-making activities or other trading activities, and who receives Exchange Securities in exchange for such Initial Securities pursuant to the Exchange Offer, may be a statutory underwriter and must deliver a prospectus meeting the requirements of the Act as described in (2) above in connection with any resale of such Exchange Securities; and (ii) will include in the transmittal letter or similar documentation to be executed by an exchange offeree in order to participate in the Exchange Offer an acknowledgement that, if the exchange offeree is a broker-dealer holding Initial Securities acquired for its own account as a result of market-making activities or other trading activities, it will comply with all applicable

prospectus delivery requirements of the Securities Act in connection with any resale of Exchange Securities received in respect of such Initial Securities pursuant to the Exchange Offer. The transmittal letter or similar documentation may also include a statement to the effect that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Please direct any questions or comments regarding this filing to the undersigned at (212) 770-7000.

Very truly yours,

/s/ Eric S. Lefkowitz

Eric S. Lefkowitz

cc: Jeffrey A. Welikson

Robert W. Reeder III
Glen T. Schleyer
(Sullivan & Cromwell LLP)