

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
 (I.R.S. Employer
 Identification No.)

70 Pine Street
New York, New York 10270
(212) 770-7000

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

Kathleen E. Shannon, Esq.
Senior Vice President and Deputy General Counsel
American International Group, Inc.
70 Pine Street
New York, New York 10270
(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.
Ann Bailen Fisher, Esq.
Glen T. Schleyer, Esq.
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
(212) 558-4000

Craig B. Brod, Esq.
Jeffrey D. Karpf, Esq.
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
(212) 225-2000

Approximate date of commencement of proposed sale of the securities to the public: The offering of the securities will commence promptly following the filing of the Registration Statement. No tendered securities will be accepted for exchange until after this registration statement has been declared effective.

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. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer
 (Do not check if a smaller reporting company)

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(1)	Proposed Maximum Offering Price per Share	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee(3)
Common Stock, par value \$2.50 per share	7,348,942	N/A	\$ 394,729,104	\$ 28,145

- This Registration Statement registers the maximum number of shares of the Registrant's common stock, par value \$2.50 per share, that may be issued in connection with the exchange offer by the Registrant for up to 74,480,000 Corporate Units.
- Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(f)(1) and (3) and 457(c) under the Securities Act of 1933, as amended. The proposed maximum aggregate offering price was calculated in accordance with Rule 457(c) under the Securities Act as follows: (a) the product of (i) \$8.57, the average of the high and low prices per Corporate Unit as reported on the New York Stock Exchange on October 6, 2010 and (ii) 74,480,000, the maximum number of Corporate Units that could be exchanged in the exchange offer, minus (b) \$243,564,496, which represents the maximum aggregate amount of cash to be paid by the Registrant in the exchange offer.
- Computed in accordance with Section 6(b) of the Securities Act of 1933, as amended, by multiplying 0.00007130 by the proposed maximum aggregate offering price.

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 Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this Offer to Exchange may change. We may not complete the exchange offer and issue these securities until the registration statement filed with the Securities and Exchange Commission is effective. This Offer to Exchange is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or solicitation is not permitted.

Subject to Completion, Dated October 8, 2010.



American International Group, Inc.

Offer to Exchange

0.09867 Shares of Common Stock Plus \$3.2702 in Cash
for Each Outstanding Equity Unit consisting of a Corporate Unit
Up to an Aggregate of 74,480,000 Corporate Units
(CUSIP No. 026874115)

We are offering to exchange 0.09867 shares of our common stock, par value \$2.50 per share, plus \$3.2702 in cash, for each validly tendered and accepted Equity Unit consisting of a Corporate Unit, up to an aggregate of 74,480,000 Corporate Units, which represents approximately 95% of the outstanding Corporate Units (as it may be adjusted, the "Maximum Amount"), subject to the terms and conditions set forth in this document and in the related letter of transmittal. Each Corporate Unit has a stated amount of \$75.00 and consists of a stock purchase contract issued by us and a 1/40, or 2.5%, undivided beneficial ownership interest in (i) our Series B-1 Junior Subordinated Debentures initially due February 15, 2041, (ii) our Series B-2 Junior Subordinated Debentures initially due May 1, 2041 and (iii) our Series B-3 Junior Subordinated Debentures initially due August 1, 2041 (such series of Debentures, collectively, the "Debentures"), each with a principal amount of \$1,000. On October 7, 2010, 78,400,000 Corporate Units were outstanding. The total compensation offered per Corporate Unit is described in the table below.

CUSIP No.	NYSE Ticker	Outstanding Corporate Units	Maximum Amount of Corporate Units to be Repurchased	Total Consideration per Corporate Unit		
				Cash	Shares of Common Stock	Common Stock CUSIP No.
026874115	AIG-PrA	78,400,000	74,480,000	\$3.2702	0.09867	026874784

Corporate Units validly tendered and not withdrawn will be subject to proration as described in "The Exchange Offer — Proration" if more than the Maximum Amount of Corporate Units are validly tendered and not withdrawn prior to the expiration date of the exchange offer. The Maximum Amount is initially 74,480,000 Corporate Units. However, if we determine in our reasonable judgment, based on consultation with the New York Stock Exchange ("NYSE"), that the NYSE is likely to delist the Corporate Units as a result of the consummation of the exchange offer, then we will reduce the Maximum Amount to an amount that we determine, in our reasonable judgment, is not likely to result in a delisting of the Corporate Units, as described in "The Exchange Offer — Proration."

A tendering holder will receive for each validly tendered and accepted Corporate Unit, the same number of shares and the same cumulative amount of cash per Corporate Unit that a holder would receive if the holder did not tender into the exchange offer and instead held Corporate Units through the final stock purchase date. The stock and cash so received will be the result of netting payments from two separate transactions — a repurchase of the debentures and a cancellation of the stock purchase units — as described later in this document.

The exchange offer will expire at 11:59 p.m., New York City time, on November 10, 2010, unless we extend it or terminate it earlier. You may withdraw Corporate Units that you tender at any time before the exchange offer expires. In addition, you may withdraw any Corporate Units after December 7, 2010, which is 40 business days after the date of commencement of the exchange offer, if we have not accepted them for exchange.

The exchange offer is subject to the conditions described in "The Exchange Offer — Conditions to the Exchange Offer," including, among other things, the effectiveness of the registration statement of which this document forms a part and the continued listing of the Corporate Units on the NYSE after the exchange offer. We reserve the right to terminate or extend the exchange offer if any condition of the exchange offer is not satisfied and otherwise to amend the exchange offer in any respect.

Our common stock is listed on the NYSE under the symbol "AIG". On October 7, 2010, the day before commencement of the exchange offer, the last reported sale price of the Corporate Units on the NYSE was \$8.64 per Unit, and the last reported sale price of our common stock on the NYSE was \$40.47 per share. The shares of our common stock to be issued in the exchange offer are registered under the Securities Act of 1933 and are expected to be, before the settlement of the exchange offer, approved for listing on the NYSE.

You must make your own decision whether to tender any Corporate Units in the exchange offer and, if so, as to the number of Corporate Units to tender. None of us, the dealer managers, the exchange agent, the information agent or any other person makes any recommendation as to whether or not holders of outstanding Corporate Units should tender their Corporate Units for exchange in the exchange offer. **Prior to expiration of the exchange offer, AIG will file with the Securities and Exchange Commission its Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2010, which will contain financial and other information as of, and for the quarterly period ended, September 30, 2010.**

Before tendering your Corporate Units, you should carefully consider the risk factors set forth in "Risk Factors" beginning on page 14, as well as the risk factors set forth in Item 1A of Part II of AIG's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2010, Item 1A of Part II of AIG's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010 and in Item 1A of Part I of AIG's Annual Report on Form 10-K for the year ended December 31, 2009, as amended, and the information set forth in AIG's Current Report on Form 8-K filed on September 30, 2010. In addition, in determining whether to tender Corporate Units in the exchange offer, you should also carefully consider the risks relating to holding the Equity Units described under "Risk Factors — Risks Relating to the Equity Units" in the prospectus supplement, dated May 12, 2008, to the prospectus, dated July 13, 2007.

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

The dealer managers for the exchange offer are:

BofA Merrill Lynch

Deutsche Bank Securities

Citi

The date of this document is _____, 2010.

TABLE OF CONTENTS

Cautionary Statement Regarding Projections and Other Information about Future Events	ii
Where You Can Find More Information	iii
About American International Group, Inc.	1
Questions and Answers About the Exchange Offer	2
Summary Terms of the Exchange Offer	8
Risk Factors	14
Use of Proceeds	16
Price Range of Common Stock and Corporate Units; Dividends	16
Capitalization	18
The Exchange Offer	19
Description of Capital Stock	31
Description of the Equity Units	37
Description of the Stock Purchase Contracts	44
Certain Provisions of the Purchase Contract Agreement and the Pledge Agreement	60
Description of the Debentures	64
Comparison of Rights Between Corporate Units and Common Stock	76
Material U.S. Federal Income Tax Consequences	79
Employee Retirement Income Security Act	85
Validity of the Common Stock	86
Experts	86
EX-1.1 Dealer Manager Agreement	
EX-4.8 Remarketing Agreement	
EX-5.1 Validity Opinion of Kathleen E. Shannon, Esq.	
EX-8.1 Tax Opinion of Sullivan & Cromwell LLP	
EX-23.1 Consent of PricewaterhouseCoopers LLP	
EX-99.1 Letter of Transmittal	
EX-99.2 Form of Notice of Withdrawal	

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

All of the Corporate Units were issued in book-entry form, and all of the Corporate Units are currently represented by one or more global certificates held for the account of The Depository Trust Company (“DTC”).

Should you have any questions as to the procedures for tendering your Corporate Units, please call your broker, dealer, commercial bank, trust company or other nominee, or call our information agent at its telephone number set forth on the back cover page of this document.

You may tender your Corporate Units by transferring them through DTC’s Automated Tender Offer Program (“ATOP”) or following the other procedures described under “The Exchange Offer — Procedures for Tendering Corporate Units.”

We are not providing for guaranteed delivery procedures and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC on or prior to the expiration date. If you hold your Corporate Units through a broker, dealer, commercial bank, trust company or other nominee, you should consider 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 Corporate Units on your behalf on or prior to the expiration date. Tenders not received by Global Bondholder Services Corporation, the exchange agent for the exchange offer, on or prior to the expiration date will be disregarded and of no effect unless we exercise our right to extend the exchange offer or waive this condition to the exchange offer.

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, 70 Pine Street, New York, New York 10270, 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.

We are responsible only for the information contained in this document or information contained in documents incorporated by reference in this document. We have not authorized anyone to provide you with information different from that contained in this document or any amendment or supplement hereto. This document is an offer to exchange only the Corporate Units as described herein and only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this document is accurate only as of its date.

CAUTIONARY STATEMENT REGARDING PROJECTIONS AND OTHER INFORMATION ABOUT FUTURE EVENTS

This document 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 regarding, financial information and statements concerning future economic performance and events, including plans and objectives relating to the recently completed and proposed transactions with the Federal Reserve Bank of New York ("FRBNY") and the United States Department of the Treasury (the "Department of the Treasury"), asset dispositions, liquidity, collateral posting requirements, management, operations, products and services, and assumptions underlying these projections and statements. These projections 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 and statements may address, among other things:

- the outcome of the transactions with the FRBNY and the Department of the Treasury;
- the number, size, terms, cost, proceeds and timing of dispositions and their potential effect on AIG's businesses, financial condition, results of operations, cash flows and liquidity (and AIG at any time and from time to time may change its plans with respect to the sale of one or more businesses);
- AIG's long-term business mix which will depend on the outcome of AIG's asset disposition program;
- AIG's exposures to subprime mortgages, monoline insurers and the residential and commercial real estate markets;
- the separation of AIG's businesses from AIG parent company;
- AIG's ability to retain and motivate its employees; and
- AIG's strategy for customer retention, growth, product development, market position, financial results and reserves.

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

- a failure to close transactions contemplated in AIG's restructuring plan;
- developments in global credit markets; and
- such other factors as discussed throughout Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations and in Part II, Item 1A. Risk Factors of AIG's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2010; throughout Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations and in Part II, Item 1A. Risk Factors of AIG's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010, and throughout Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations and in Part I, Item 1A. Risk Factors of AIG's Annual Report on Form 10-K for the year ended December 31, 2009 (including Amendment No. 1 on Form 10-K/A filed on March 31, 2010 and Amendment No. 2 on Form 10-K/A filed on August 24, 2010, collectively, the "2009 Annual Report on Form 10-K").

AIG is not under any obligation (and expressly disclaims any obligation) to update or alter any projection or other statement, 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. 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 room. AIG's SEC filings are also available to the public through:

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

AIG's common stock is listed on the NYSE and trades under the symbol "AIG".

AIG has filed with the SEC a registration statement on Form S-4 relating to the exchange offer. This document is part of the registration statement and does not contain all the information in the registration statement. Whenever a reference is made in this document 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 document. 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 document 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, 2009 (including the portions of our definitive proxy statement for the 2010 Annual Meeting of Shareholders incorporated by reference therein), Amendment No. 1 on Form 10-K/A, filed on March 31, 2010, and Amendment No. 2 on Form 10-K/A, filed on August 24, 2010.

(2) Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2010 and Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010.

(3) Current Reports on Form 8-K filed on January 25, 2010, January 29, 2010, January 29, 2010, February 5, 2010, February 8, 2010, February 26, 2010, March 5, 2010, March 11, 2010, April 1, 2010, April 2, 2010, April 8, 2010, April 12, 2010, May 7, 2010, May 13, 2010, May 14, 2010, May 17, 2010, May 17, 2010, May 28, 2010, June 3, 2010, July 15, 2010, July 16, 2010, August 2, 2010, August 6, 2010, August 6, 2010, August 11, 2010, September 27, 2010, September 30, 2010, October 4, 2010, October 4, 2010 and October 8, 2010.

(4) The description of common stock in the registration statement on Form 8-A, dated September 20, 1984, filed pursuant to Section 12(b) of the Exchange Act.

Prior to expiration of the exchange offer, AIG will file with the SEC its Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2010, which will contain financial and other information as of, and for the quarterly period ended, September 30, 2010.

AIG will provide without charge to each person, including any beneficial owner, to whom this document 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 document excluding exhibits to those documents unless they are

[Table of Contents](#)

specifically incorporated by reference into those documents. You can request those documents from AIG's Investor Relations Department, 70 Pine Street, New York, New York 10270, telephone 212-770-6293, or you may obtain them from AIG's corporate website at www.aigcorporate.com. Except for the documents specifically incorporated by reference into this document, information contained on AIG's website or that can be accessed through its website does not constitute a part of this document. 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 November 3, 2010. In the event that we extend the exchange offer, you must submit your request at least five business days before the expiration date, as it may be extended.

ABOUT AMERICAN INTERNATIONAL GROUP, INC.

AIG, a Delaware corporation, is a holding company which, through its subsidiaries, is engaged in a broad range of insurance and insurance-related activities in the United States and abroad. AIG's principal executive offices are located at 70 Pine Street, New York, New York 10270, and its main telephone number is (212) 770-7000. The Internet address for AIG's corporate website is www.aigcorporate.com. Except for the documents referred to under "Where You Can Find More Information," which are specifically incorporated by reference into this document, information contained on AIG's website or that can be accessed through its website does not constitute a part of this document. 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.

On September 30, 2010, AIG entered into an agreement in principle with the Department of the Treasury, the FRBNY and the AIG Credit Facility Trust for a series of integrated transactions (the "Recapitalization") to recapitalize AIG. The transactions constituting the Recapitalization, all of which are to occur substantially simultaneously at the closing of the Recapitalization, involve three primary components. First, under the plan, AIG expects to repay and terminate its credit facility with the FRBNY in full, using proceeds from asset dispositions and other funds. Second, the plan calls for AIG to repurchase and retire a portion of the interests of the FRBNY and the Department of the Treasury in two special purpose vehicles that hold assets of AIG, using the proceeds of asset monetizations and an additional drawdown of funds available to AIG through the Department of the Treasury's Troubled Asset Relief Program ("TARP"). Third, under the plan, AIG expects to issue common stock to the Department of the Treasury in exchange for the outstanding TARP preferred shares and the Series C preferred shares held by the AIG Credit Facility Trust, and to issue up to 75 million warrants with a strike price of \$45.00 per share to existing common shareholders. Upon the exchange, the Department of the Treasury would own approximately 92.1% of the common stock of AIG. Generally, any of the parties may terminate the Recapitalization if it is not completed by March 15, 2011. For more information on the Recapitalization, including risk factors relating thereto, you should refer to AIG's Current Report on Form 8-K filed on September 30, 2010.

QUESTIONS AND ANSWERS ABOUT THE EXCHANGE OFFER

These answers to questions that you may have as a holder of Corporate Units, as well as the summary that follows, provide an overview of material information regarding the exchange offer that is included elsewhere or incorporated by reference in this document. To fully understand the exchange offer and the other considerations that may be important to your decision about whether to participate in the exchange offer, you should carefully read this document in its entirety, including "Risk Factors," as well as the information incorporated by reference in this document. For further information regarding AIG, see "Where You Can Find More Information."

Each settlement rate, the threshold appreciation price and the reference rate described in this document have been adjusted to reflect the one-for-twenty reverse common stock split that became effective June 30, 2009.

What is the purpose of the exchange offer?

The purpose of this exchange offer is to reduce our overall indebtedness by retiring the Debentures that form a part of the Corporate Units exchanged, to reduce the principal amount of Debentures that we are required to remarket in 2011 and to mitigate the potential impact on our interest expense of any increase in the interest rate on the Debentures that may result from that remarketing.

What are the key terms of the exchange offer?

We are offering to exchange 0.09867 shares of our common stock, par value \$2.50 per share, plus \$3.2702 in cash for each validly tendered and accepted Corporate Unit, up to an aggregate of the Maximum Amount of our outstanding Corporate Units, subject to the terms and conditions set forth in this document and in the related letter of transmittal. The Maximum Amount is initially 74,480,000 Corporate Units. However, if we determine in our reasonable judgment, based on consultation with the NYSE, that the NYSE is likely to delist the Corporate Units as a result of the consummation of the exchange offer, then we will reduce the Maximum Amount to an amount that we determine, in our reasonable judgment, is not likely to result in a delisting of the Corporate Units.

The consideration a tendering holder will receive for each validly tendered and accepted Corporate Unit — 0.09867 shares of common stock and \$3.2702 in cash — is the same number of shares and the same cumulative amount of cash per Corporate Unit that a holder would receive if the holder did not tender into the exchange offer and instead held Corporate Units through the final stock purchase date. That number of shares and amount of cash is the result of netting the consideration payable in two separate transactions — the repurchase of the debentures underlying the Corporate Units for shares and cash and the cancellation of the stock purchase contracts underlying the Corporate Units for cash. The consideration payable in each of those netting transactions is as follows:

- The consideration payable by the Company to repurchase the Debentures underlying each exchanged Corporate Unit will be 0.09867 shares of common stock plus an amount of cash that the Company will calculate so that the fair market value of those shares and that cash will equal the principal amount of and accrued interest on those Debentures to but excluding the settlement date.
- The consideration payable by a tendering holder to cancel the stock purchase contract underlying each exchanged Corporate Unit will be an amount equal to the cash component of the repurchase price for the Debentures underlying such Corporate Unit (calculated as described in the preceding sentence) minus \$3.2702.

As mentioned above, the consideration payable in those two transactions will be netted so that tendering holders will receive 0.09867 shares of common stock and \$3.2702 in cash for each exchanged Corporate Unit and will not be required to make any cash payment to the Company.

Because each Corporate Unit represents a 1/40 undivided beneficial ownership interest in three Debentures having a principal amount of \$1,000 each, you may exchange the Corporate Units in the exchange offer only in integral multiples of 40 Corporate Units.

What amount of Corporate Units is being sought in the exchange offer? Will all validly tendered Corporate Units be accepted?

We are offering to exchange up to an aggregate of the Maximum Amount (as described above) of our outstanding Corporate Units. If more than the Maximum Amount of Corporate Units are validly tendered and not withdrawn prior to the expiration date of the exchange offer, we will prorate the Corporate Units that we accept in the exchange offer. For more information regarding the proration, see the section of this document entitled "The Exchange Offer — Proration." Any Corporate Units tendered but not accepted because of proration will be returned to the tendering holder.

What is a Corporate Unit and how does it differ from a Treasury Unit?

Each Corporate Unit consists of a stock purchase contract to purchase our common stock on three stock purchase dates and a 1/40 undivided beneficial ownership interest in each of (i) our Series B-1 Junior Subordinated Debentures initially due February 15, 2041, (ii) our Series B-2 Junior Subordinated Debentures initially due May 1, 2041 and (iii) our Series B-3 Junior Subordinated Debentures initially due August 1, 2041, each with a principal amount of \$1,000, or after a successful remarketing of the applicable series of Debentures, in a portfolio of U.S. Treasury securities, which we refer to as the Treasury portfolio. The interest in the Debentures or the Treasury portfolio, as applicable, is pledged to secure the obligation of the holder of the Corporate Unit to purchase our common stock on the relevant stock purchase date.

Equity Units may also consist of Treasury Units. Each Treasury Unit consists of a stock purchase contract issued by us and a 1/40, or 2.5%, beneficial ownership interest in zero-coupon U.S. Treasury securities. On October 7, 2010, no Treasury Units were outstanding.

A holder of Corporate Units may create Treasury Units by substituting interests in the applicable qualifying treasury securities for such holder's ownership interests in each series of Debentures then forming part of their Corporate Units. For more information on Corporate Units, Treasury Units, how to create Treasury Units and how to recreate Corporate Units, see "Description of the Equity Units."

Can I tender the Treasury Units instead of the Corporate Units in the exchange offer?

No. This exchange offer is only for Corporate Units, so you will not be able to tender, and we will not accept, Treasury Units in this exchange offer. If you hold Treasury Units and want to participate in this exchange offer, you may recreate Corporate Units from Treasury Units as explained below and in more detail under "Description of the Equity Units — Recreating Corporate Units."

If I participate by tendering my Corporate Units, will I receive the quarterly interest payments and contract adjustment payments that are payable on November 1, 2010, February 1, 2011, May 1, 2011 and August 1, 2011?

The quarterly interest payments and contract adjustment payments that are payable on November 1, 2010 will not be affected by this exchange offer. You will receive those payments whether or not you tender your Corporate Units.

If your Corporate Units are accepted in this exchange offer, you will not receive the quarterly distributions that are payable on the Corporate Units on February 1, 2011, May 1, 2011 and August 1, 2011, but you will not be losing the value represented by those distributions because the cash payment you will receive in exchange for each Corporate Unit validly tendered and accepted for exchange will equal the cumulative amount of those distributions.

How does the amount of common stock I will receive if I tender my Corporate Units compare to the amount I would receive on the Corporate Units if I do not tender?

The 0.09867 shares of our common stock that you will receive in the exchange offer for each Corporate Unit validly tendered and accepted for exchange is the same number that you would receive for each of your Corporate Units that is not tendered and accepted (assuming our stock price stays near current levels), and in any event is the maximum number of shares of our common stock deliverable under the terms of each Corporate Unit.

Will fractional shares be issued in the exchange offer?

We will not issue fractional shares of our common stock in the exchange offer. Instead, the number of shares of our common stock you receive in the exchange offer will be rounded up or down to the nearest whole number, with any fractional share of 0.5 or greater being rounded up and any fractional share of less than 0.5 being rounded down, and we will not make payments of cash in lieu of any fractional share that would otherwise have been issued.

How does the cash I will receive if I tender my Corporate Units compare to the payments I would receive if I do not tender?

The \$3.2702 cash payment for each Corporate Unit you validly tender and that we accept for exchange is exactly equal to the cumulative amount of cash per Corporate Unit that a holder would receive if the holder did not tender into the exchange offer and instead held Corporate Units through the final stock purchase date. See “Description of the Equity Units — Current Payments” for more information regarding the scheduled payments under the Corporate Units.

When does the exchange offer expire? Can AIG extend, amend or terminate the exchange offer?

The exchange offer will expire at 11:59 p.m., New York City time, on November 10, 2010 (unless we extend it or terminate it early). Subject to applicable law, we reserve the right to (1) extend the exchange offer; (2) waive any and all conditions to or amend the exchange offer in any respect; or (3) terminate the exchange offer. Any extension, waiver, amendment or termination will be followed as promptly as practicable by a public announcement thereof, such announcement in the case of an extension to be issued no later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled expiration date. See “The Exchange Offer — Expiration Date; Extension; Termination; Amendment.”

May I withdraw Corporate Units that I have previously tendered?

You may withdraw any Corporate Units that you previously tendered in the exchange offer at any time prior to 11:59 p.m., New York City time, on the expiration date (currently scheduled for November 10, 2010), by following the procedures described under the caption “The Exchange Offer — Withdrawals of Tenders.” In addition, you may withdraw any Corporate Units after December 7, 2010, which is 40 business days after the date of the commencement of the exchange offer, if we have not accepted them for exchange.

Will AIG be filing its Third Quarter Form 10-Q before the exchange offer expires?

Prior to expiration of the exchange offer, we will file with the SEC our Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2010, which will contain financial and other information as of, and for the quarterly period ended, September 30, 2010. In determining whether to tender Corporate Units in the exchange offer, you should carefully consider such information to be included in our Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2010.

May I tender only a portion of the Corporate Units that I hold?

Yes. You do not have to tender all of your Corporate Units to participate in the exchange offer. However, only integral multiples of 40 Corporate Units can be exchanged in the exchange offer.

If the exchange offer is consummated and I do not participate in the exchange offer or exchange all my Corporate Units in the exchange offer, how will my rights and obligations under my unexchanged Corporate Units be affected?

The terms of your Corporate Units, if any, that remain outstanding after the consummation of the exchange offer will not change as a result of the exchange offer, and the Debentures forming part of your Corporate Units will therefore remain subject to remarketing. For a further description of the terms of the Corporate Units and the stock purchase contracts and Debentures underlying them, see “Description of the Equity Units,” “Description of the Stock Purchase Contracts” and “Description of the Debentures.”

How will the exchange offer affect the trading market for the Corporate Units that are not exchanged?

Depending on the number of Corporate Units that are accepted for exchange in the exchange offer, the trading market for the Corporate Units that remain outstanding after the exchange offer is expected to be more limited and may cease to exist. Such reduction in the trading market may decrease the price and increase the volatility of the Corporate Units that remain outstanding following the completion of the exchange offer, which price and volatility may fluctuate significantly depending on the volume of trading in the Corporate Units.

Although we do not currently intend to do so, we may, to the extent permitted by applicable law, after the settlement date of the exchange offer, purchase Corporate Units 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. In addition, following completion of the exchange offer, we may repurchase Debentures in a remarketing, in the open market, in privately negotiated transactions or otherwise.

What does AIG intend to do with the Corporate Units that are tendered in the exchange offer?

Corporate Units accepted for exchange by us in the exchange offer will be retired and cancelled.

Are AIG, the dealer managers, the exchange agent or the information agent making a recommendation regarding whether holders should tender in the exchange offer?

Neither we, the dealer managers, the exchange agent nor the information agent are making any recommendation regarding whether you should tender or refrain from tendering your Corporate Units in the exchange offer.

Accordingly, you must make your own determination as to whether to tender your Corporate Units in the exchange offer and, if so, the number of Corporate Units to tender. 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 in this document. See "Where You Can Find More Information."

What expenses will AIG incur to effect the exchange offer?

If the maximum of 74,480,000 Corporate Units are validly tendered and accepted, we expect to incur an aggregate of approximately \$265 million in cash expenses, including the cash portion of the exchange offer consideration and dealer managers' compensation.

Will I receive a physical certificate for the shares of AIG common stock that are delivered in the exchange offer?

No. We have adopted direct company registration of our common stock. If your Corporate Units are accepted for exchange in the exchange offer, you will not receive stock certificates evidencing your ownership of the common stock issued in the exchange offer. Instead, if you are the holder of those shares of common stock, you will be provided with a statement reflecting the number of shares registered in your account. Your common stock will be held in an account maintained by Wells Fargo Bank, N.A., our transfer agent.

Will the common stock to be issued in the exchange offer be listed for trading?

Yes. The shares of our common stock to be issued in the exchange offer are expected to be approved for listing on the NYSE before the settlement of the exchange offer. Generally, the common stock you receive in the exchange offer will be freely tradable, unless you are considered an "affiliate" of ours, as that term is defined for purposes of the Securities Act of 1933.

Is the exchange offer subject to any minimum tender or other conditions?

You may exchange Corporate Units in the exchange offer only in integral multiples of 40 Corporate Units. Otherwise, the exchange offer is not subject to any minimum tender condition. Our obligation to exchange common stock for the Corporate Units in the exchange offer is, however, subject to a number of conditions that must be satisfied or waived by us, including, among others, 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;
- the registration statement of which this document forms a part has become and remains effective;
- we have obtained all governmental approvals and third party consents which we, in our reasonable judgment, consider necessary for the completion of the exchange offer as contemplated by this document; and
- we have determined, in our reasonable judgment, based on consultation with the NYSE, that the NYSE is not likely to delist the Corporate Units as a result of the consummation of the exchange offer.

For more information regarding the conditions to the exchange offer (including conditions we cannot waive), see the section of this document entitled “The Exchange Offer — Conditions to the Exchange Offer.”

How do I participate in the exchange offer?

Any beneficial owner whose Corporate Units are held of record by a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Corporate Units should contact such nominee promptly and instruct such entity to tender Corporate Units on such beneficial owner’s behalf. See “What must I do to participate if my Corporate Units are held of record by a broker, dealer, commercial bank, trust company or other nominee?” below for more information.

You may tender your Corporate Units by transferring them through DTC’s ATOP or following the other procedures described under “The Exchange Offer — Procedures for Tendering Corporate Units.”

What must I do to participate if my Corporate Units are held of record by a broker, dealer, commercial bank, trust company or other nominee?

If you wish to tender your Corporate Units and they are held of record by a broker, dealer, commercial bank, trust company or other nominee, you should contact such entity promptly and instruct it to tender Corporate Units on your behalf.

If you hold your Corporate Units 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 Corporate Units on your behalf on or prior to the expiration date. You are urged to instruct your broker, dealer, commercial bank, trust company or other nominee at least five business days prior to the expiration date in order to allow adequate processing time for your instruction.

Should you have any questions as to the procedures for tendering your Corporate Units, please call your broker, dealer, commercial bank, trust company or other nominee, or call our information agent, Global Bondholder Services Corporation, at its telephone number set forth on the back cover page of this document.

We are not providing for guaranteed delivery procedures and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC on or prior to the expiration date. If you hold your Corporate Units 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 Corporate Units on your behalf on or prior to the expiration date. Tenders not received by the exchange agent on or prior to the expiration date will be disregarded and of no effect.

What happens if some or all of my Corporate Units are not accepted for exchange?

Any tendered Corporate Units that are not accepted for exchange will be returned without expense to the tendering holder by being credited to the account maintained at DTC from which they were delivered and returned promptly after the expiration or termination of the exchange offer.

Will I have to pay any fees or commissions if I tender my Corporate Units?

If your Corporate Units are held through a broker or other nominee who tenders the Corporate Units on your behalf (other than those tendered through one of the dealer managers), your broker may charge you a commission for doing so. You should consult with your broker or nominee to determine whether any charges will apply.

If I tender Corporate Units in the exchange offer, when will I receive the shares of common stock issuable upon the exchange?

We will issue the applicable shares of our common stock, and cause them to be delivered, upon the terms of the exchange offer and pursuant to applicable law in exchange for the Corporate Units validly tendered in the exchange offer promptly after the expiration date of the exchange offer and our acceptance of the validly tendered Corporate Units. We currently expect to issue and deliver shares on the third business day after the expiration date. For more information, see “The Exchange Offer — Acceptance; Exchange of Corporate Units.”

What risks should I consider in deciding whether or not to tender my Corporate Units?

In deciding whether to participate in the exchange offer, you should carefully consider the discussion of risks and uncertainties affecting our business, the Corporate Units and our common stock described, incorporated or referred to under “Risk Factors,” and the documents incorporated by reference in this document. See “Where You Can Find More Information.”

What are the federal income tax consequences of participating in the exchange offer?

There is no clear authority governing the U.S. federal income tax treatment of the exchange offer. We intend to treat the exchange offer as (1) a repurchase of your interests in the Debentures in exchange for common stock and an amount of cash, which, when added to the fair market value of the common stock received, will equal the principal amount of your 1/40 interests in the Debentures plus any accrued but unpaid interest to but excluding the settlement date of the exchange offer, and (2) a cancellation of the stock purchase contract forming part of your Corporate Units in exchange for a cash payment to the Company. For additional information, see “Material U.S. Federal Income Tax Consequences.”

Whom should I contact if I have questions about the exchange offer?

If you have questions regarding the exchange offer, please contact one of the dealer managers, Banc of America Securities LLC or Citigroup Global Markets Inc. You may call Banc of America Securities LLC toll free at 888-292-0070 or 980-683-3215 (collect) or Citigroup Global Markets Inc. toll free at (800) 558-3745 or (212) 723-6106 (collect). If you have questions regarding the procedures for tendering in the exchange offer, require additional exchange offer materials or require assistance in tendering your Corporate Units, please contact Global Bondholder Services Corporation, the information agent. You may call the information agent toll-free at (866) 873-7700. You may also write to the information agent or the dealer managers at their respective addresses set forth on the back cover of this document.

SUMMARY TERMS OF THE EXCHANGE OFFER

The following summary highlights material information contained in this document. It may not contain all of the information that is important to you and is qualified in its entirety by the more detailed information included or incorporated by reference in this document. You should carefully consider the information contained in and incorporated by reference in this document, including the information set forth under the heading "Risk Factors" beginning on page 14 in this document, the information set forth under "Risk Factors" in our 2009 Annual Report on Form 10-K, our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2010 and our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010, and the information set forth in our Current Report on Form 8-K filed on September 30, 2010.

Offeror	American International Group, Inc.
Securities Subject to the Exchange Offer	<p>Up to an aggregate of 74,480,000 Corporate Units, as adjusted.</p> <p>Each Corporate Unit has a stated amount of \$75.00 and consists of a stock purchase contract issued by us and a 1/40, or 2.5%, undivided beneficial ownership interest in (i) our Series B-1 Junior Subordinated Debentures initially due February 15, 2041 (the "Series B-1 Debentures"), (ii) our Series B-2 Junior Subordinated Debentures initially due May 1, 2041 (the "Series B-2 Debentures") and (iii) our Series B-3 Junior Subordinated Debentures initially due August 1, 2041 (the "Series B-3 Debentures"), each with a principal amount of \$1,000.</p> <p>For a further description of the terms of the Corporate Units and the stock purchase contracts and Debentures underlying them, see "Description of the Equity Units," "Description of the Stock Purchase Contracts" and "Description of the Debentures."</p>
Consideration Offered in the Exchange Offer	<p>We are offering to exchange 0.09867 shares of our common stock, par value \$2.50 per share, plus \$3.2702 in cash for each validly tendered and accepted Corporate Unit, up to an aggregate of the Maximum Amount of Corporate Units, on the terms and subject to the conditions set forth in this document and in the related letter of transmittal. See "Maximum Amount" below.</p> <p>The consideration a tendering holder will receive for each validly tendered and accepted Corporate Unit — 0.09867 shares of common stock and \$3.2702 in cash — is the same number of shares and the same cumulative amount of cash per Corporate Unit that a holder would receive if the holder did not tender into the exchange offer and instead held Corporate Units through the final stock purchase date. That number of shares and amount of cash is the result of netting the consideration payable in two separate transactions — the repurchase of the debentures underlying the Corporate Units for shares and cash and the cancellation of the stock purchase contracts underlying the Corporate Units for cash. The consideration payable in each of those netting transactions is as follows:</p> <ul style="list-style-type: none">• The consideration payable by the Company to repurchase the Debentures underlying each exchanged Corporate Unit will be 0.09867 shares of common stock plus an amount of cash that the Company will calculate so that the fair market value of those shares and that cash will equal the principal amount of and accrued interest on those Debentures to but excluding the settlement date.

	<p>• The consideration payable by a tendering holder to cancel the stock purchase contract underlying each exchanged Corporate Unit will be an amount equal to the cash component of the repurchase price for the Debentures underlying such Corporate Unit (calculated as described in the preceding sentence) minus \$3.2702.</p> <p>As mentioned above, the consideration payable in those two transactions will be netted so that tendering holders will receive 0.09867 shares of common stock and \$3.2702 in cash for each exchanged Corporate Unit and will not be required to make any cash payment to the Company.</p> <p>Because each Corporate Unit represents a 1/40 undivided beneficial ownership interest in a Debenture of each series having a principal amount of \$1,000, you may exchange the Corporate Units in the exchange offer only in integral multiples of 40 Corporate Units.</p> <p>Any Corporate Units not exchanged will remain outstanding. The Corporate Units validly tendered and accepted for exchange in the exchange offer will be retired and cancelled.</p> <p>See “The Exchange Offer — Terms of the Exchange Offer.”</p>
Maximum Amount	<p>The Maximum Amount is initially 74,480,000 Corporate Units. However, if we determine in our reasonable judgment, based on consultation with the NYSE, that the NYSE is likely to delist the Corporate Units as a result of the consummation of the exchange offer, then we will reduce the Maximum Amount to an amount that we determine, in our reasonable judgment, is not likely to result in a delisting of the Corporate Units.</p>
Expiration Date and Withdrawal Rights	<p>The exchange offer will expire at 11:59 p.m., New York City time, on November 10, 2010 (unless we extend or earlier terminate it). The term “expiration date” means such date and time or, if we extend the exchange offer, the latest date and time to which we extend the exchange offer. See “The Exchange Offer — Expiration Date; Extension; Termination; Amendment.”</p> <p>You may withdraw any Corporate Units that you previously tendered in the exchange offer at any time prior to the time it expires and after December 7, 2010, which is 40 business days from the date of commencement of the exchange offer, if we have not accepted them for exchange. See “The Exchange Offer — Withdrawals of Tenders.”</p>
Extensions; Waivers and Amendments; Termination	<p>Subject to applicable law, we reserve the right to (1) extend the exchange offer; (2) waive any and all conditions to or amend the exchange offer in any respect; or (3) terminate the exchange offer. Any extension, waiver, amendment or termination will be followed as promptly as practicable by a public announcement thereof, such announcement in the case of an extension to be issued no later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled expiration date. See “The Exchange Offer — Expiration Date; Extension; Termination; Amendment.”</p>
Proration of Corporate Units	<p>We are offering to exchange up to an aggregate of the Maximum Amount of our outstanding Corporate Units. If more than the</p>

Fractional Shares	<p>Maximum Amount of Corporate Units are validly tendered and not withdrawn prior to the expiration date of the exchange offer, we will prorate the Corporate Units that we accept in the exchange offer and will accept for purchase not more than the Maximum Amount of Corporate Units on a pro rata basis. See “Maximum Amount” above. Any Corporate Units tendered but not accepted because of proration will be returned to you. See “The Exchange Offer — Proration.”</p> <p>We will not issue fractional shares of our common stock in the exchange offer. Instead, the number of shares of our common stock received by each registered holder whose Corporate Units are accepted for exchange in the exchange offer will be rounded up or down to the nearest whole number, with any fractional share of 0.5 or greater being rounded up and any fractional share of less than 0.5 being rounded down. We will not make payments of cash in lieu of any fractional share that would otherwise have been issued.</p>
Certain Consequences to Non-Tendering Holders	<p>The terms of the Corporate Units not exchanged in the exchange offer will not change as a result of the exchange offer, and the Debentures forming part of your Corporate Units will therefore remain subject to remarketing. For a description of the terms of the Corporate Units and the stock purchase contracts and Debentures underlying them, see “Description of the Equity Units,” “Description of the Stock Purchase Contracts” and “Description of the Debentures.”</p> <p>Depending on the number of Corporate Units that are accepted for exchange in the exchange offer, the trading market for the Corporate Units that remain outstanding after the Exchange Offer may be more limited. A reduced trading volume of the Corporate Units may decrease the price and increase the volatility of the trading price of the Corporate Units that remain outstanding following the Exchange Offer. See “Risk Factor — Risks Relating to a Decision not to Tender and Holding Corporate Units After the Exchange Offer.”</p>
Source of Cash to be Paid in the Exchange Offer; Common Stock to be Issued	<p>We intend to fund the cash component of the exchange consideration from our available cash, which may include further draws on our credit facility with the FRBNY (the “FRBNY Credit Facility”).</p> <p>The shares of our common stock to be issued in the exchange offer are available from our authorized but unissued shares of common stock.</p> <p>See “The Exchange Offer — Source of Cash to be Paid in the Exchange Offer; Common Stock to be Issued.”</p>
Conditions to the Exchange Offer	<p>The exchange offer is subject to a number of conditions that must be satisfied or waived by us, including, among others, that</p> <ul style="list-style-type: none">• 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;• the registration statement of which this document forms a part has become and remains effective;

	<ul style="list-style-type: none">• we have obtained all governmental approvals and third party consents which we, in our reasonable judgment, consider necessary for the completion of the exchange offer as contemplated by this document; and• we have determined, in our reasonable judgment, based on consultation with the NYSE, that the NYSE is not likely to delist the Corporate Units as a result of the consummation of the exchange offer. <p>Our obligation to exchange is not subject to any minimum tender condition. For more information regarding the conditions to the exchange offer, see the section of this document entitled “The Exchange Offer — Conditions to the Exchange Offer.”</p>
Settlement Date	The settlement date for the exchange offer will be a date promptly following the expiration date. We currently expect the settlement date to be the third business day after the expiration date. See “The Exchange Offer — Acceptance; Exchange of Corporate Units.”
No Appraisal Rights	No appraisal rights are available to holders of Corporate Units in connection with the exchange offer.
Regulatory Approvals; Third Party Consents; Effectiveness under Federal Securities Laws	<p>As of October 8, 2010, we have obtained consent to the exchange offer of (i) the FBRNY under our senior secured FRBNY Credit Facility, (ii) AIG Credit Facility Trust (the “Trust”) under the Series C Perpetual, Convertible, Participating Preferred Stock Purchase Agreement, dated as of March 1, 2009, between the Trust and American International Group, Inc., and (iii) the Department of the Treasury under the Securities Exchange Agreement, dated as of April 17, 2009, and the Securities Purchase Agreement, dated as of April 17, 2009, each between American International Group, Inc. and the Department of the Treasury. In addition, the registration statement of which this document forms a part must be declared effective by the SEC before, and remain effective at, the time we accept any Corporate Unit validly tendered and settle the exchange offer.</p> <p>We are not aware of any other regulatory approvals or third party consents that are required for completing the exchange offer.</p>
Procedure for Tendering Corporate Units	<p>Any beneficial owner whose Corporate Units are held of record by a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Corporate Units should contact such nominee promptly and instruct such entity to tender Corporate Units on such beneficial owner’s behalf. Any 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 Corporate Units on your behalf on or prior to the expiration date.</p> <p>Should you have any questions as to the procedures for tendering your shares, please call your broker, dealer, commercial bank, trust company or other nominee, or call our information agent at its telephone number set forth on the back cover page of this document.</p>

	<p>We urge you to instruct your broker, dealer, commercial bank, trust company or other nominee at least five business days prior to the expiration date in order to allow adequate processing time for your instruction.</p> <p>You may tender your Corporate Units by transferring them through DTC's ATOP or following the other procedures described under "The Exchange Offer — Procedures for Tendering Corporate Units."</p> <p>We are not providing for guaranteed delivery procedures and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC on or prior to the expiration date. Tenders not received by the exchange agent on or prior to the expiration date will be disregarded and of no effect.</p>
Risk Factors	<p>You should consider carefully all of the information included and incorporated by reference in this document and, in particular, you should evaluate the specific factors set forth, incorporated or referred to in the section entitled "Risk Factors" before deciding whether to participate in the exchange offer.</p>
Material U.S. Federal Income Tax Consequences	<p>There is no clear authority governing the U.S. federal income tax treatment of the exchange offer. We intend to treat the exchange offer as (1) a repurchase of your interests in the Debentures in exchange for common stock and an amount of cash, which, when added to the fair market value of the common stock received, will equal the principal amount of your 1/40 interests in the Debentures plus any accrued but unpaid interest to but excluding the settlement date of the exchange offer, and (2) a cancellation of the stock purchase contract forming part of your Corporate Units in exchange for a cash payment to the Company. For additional information, see "Material U.S. Federal Income Tax Consequences."</p>
Brokerage Commissions	<p>You are not required to pay any brokerage commissions to the dealer managers, the exchange agent, the information agent or us in connection with the exchange offer. However, if your Corporate Units are held through a broker or other nominee who tenders the Corporate Units on your behalf (other than those tendered through one of the dealer managers), your broker may charge you a commission for doing so.</p>
Dealer Managers	<p>Banc of America Securities LLC, Citigroup Global Markets Inc. and Deutsche Bank Securities Inc.</p>
Information Agent and Exchange Agent	<p>Global Bondholder Services Corporation</p>
Market Trading of Corporate Units	<p>The Corporate Units are listed on the NYSE under the symbol "AIG-PrA", and our common stock is listed on the NYSE under the symbol "AIG". On October 7, 2010, the day before commencement of the exchange offer, the last reported sale price of the Corporate Units on the NYSE was \$8.64 per Unit, and the last reported sale price of our common stock on the NYSE was \$40.47 per share. The shares of our common stock to be issued in the exchange offer are expected to be, before the settlement of the exchange offer, approved for listing on the NYSE. The exchange offer is subject to, among other things, the</p>

Further Information

condition that we have determined, in our reasonable judgment, based on consultation with the NYSE, that the NYSE is not likely to delist the Corporate Units as a result of the consummation of the exchange offer.

See "Price Range of Common Stock and Corporate Units; Dividends."

If you have questions about the terms of the exchange offer, please contact the dealer managers or the information agent. Requests for additional copies of this document and the letter of transmittal, or questions regarding the procedures for tendering your Corporate Units, may be directed to the information agent. The contact information for the dealer managers, information agent and exchange agent are set forth on the back cover page of this document.

As required by the Securities Act of 1933, we filed a registration statement relating to the exchange offer with the SEC. This document is a part of that registration statement.

See also "Where You Can Find More Information."

RISK FACTORS

Before tendering Corporate Units in the exchange offer, you should consider carefully each of the following risk factors, as well as the risk factors set forth in Item 1A of Part II of AIG's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2010, Item 1A of Part II of AIG's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010, in Item 1A of Part I of AIG's 2009 Annual Report on Form 10-K and in AIG's Current Report on Form 8-K filed on September 30, 2010 (see "Where You Can Find More Information" in this document). In addition, in determining whether to tender Corporate Units in the exchange offer, you should carefully consider the risks relating to holding the Equity Units described under "Risk Factors — Risks Relating to the Equity Units" in the prospectus supplement, dated May 12, 2008, to the prospectus, dated July 13, 2007.

Risks Relating to the Exchange Offer

By tendering your Corporate Units, you will forgo the possibility of being relieved of your obligation to purchase our common stock under the terms of the stock purchase contracts if we were to become subject to a bankruptcy or similar proceeding.

As a holder of our common stock rather than Corporate Units, in addition to surrendering the right to receive quarterly interest and contract adjustment payments, you will forgo the possibility of being relieved of your obligation to purchase common stock with the proceeds of the remarketing or the interests in the Debentures forming part of your Corporate Units. Under the purchase contract, your obligation to purchase our common stock would terminate upon the occurrence of certain events of bankruptcy, insolvency or reorganization with respect to us. If such an event were to occur, you would not be required to acquire shares of our common stock worth significantly less than the contract price. Thus, if such a termination event were to occur between completion of the exchange and any stock purchase date, you already would have purchased the common stock even though you would not have had to purchase common stock under the stock purchase agreement if you had waited to do so on that stock purchase date. See "Description of the Stock Purchase Contracts — Termination."

We have not obtained a third-party determination that the exchange offer is fair to holders of the Corporate Units.

None of us, the dealer managers, the exchange agent or the information agent makes any recommendation as to whether you should exchange your Corporate Units in the exchange offer. We have not retained, and do not intend to retain, any unaffiliated representative to act on behalf of the holders of the Corporate Units for purposes of negotiating the exchange offer or preparing a report concerning the fairness of the exchange offer. You must make your own independent decision regarding your participation in the exchange offer.

We may repurchase any Corporate Units that are not tendered in the exchange offer on terms that are more favorable to the holders of the Corporate Units 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, after the settlement date of the exchange offer, purchase Corporate Units 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. If we decide to repurchase Corporate Units on terms that are more favorable than the terms of the exchange offer, those holders that decide not to participate in the exchange offer could be better off than those that participated in the exchange offer. Following completion of the exchange offer, we may also repurchase Debentures in a remarketing, in the open market, in privately negotiated transactions or otherwise.

Certain aspects of the U.S. federal income tax consequences of exchanging the Corporate Units are unclear.

We intend to treat the exchange offer as (1) a repurchase of your interests in the Debentures in exchange for common stock and an amount of cash, which, when added to the fair market value of the common stock received, will equal the principal amount of your 1/40 interests in the Debentures plus any accrued but unpaid interest to but excluding the settlement date of the exchange offer, and (2) a cancellation of the stock purchase contract forming

part of your Corporate Units in exchange for a cash payment to the Company. However, there is no clear authority governing the U.S. federal income tax treatment of the exchange offer, and the Internal Revenue Service (“IRS”) may challenge such treatment and a court may sustain such a challenge. If the IRS were to challenge our characterization of the exchange offer successfully, the IRS’s recharacterization could adversely affect you. You are urged to consult your own tax advisors concerning the consequences of participating in the exchange offer. See “Material U.S. Federal Income Tax Consequences.”

Risks Relating to Failure to Consummate the Exchange Offer

Failure to complete the exchange offer successfully could negatively affect the price of our common stock.

Several conditions must be satisfied or waived in order to complete the exchange offer, including among others that there has been no 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, and there has been no specified change in market conditions or regulation. See “The Exchange Offer — Conditions to the Exchange Offer.” The foregoing conditions may not be satisfied and, if they are not satisfied or waived, the exchange offer may not occur or may be delayed.

If the exchange offer is not completed or is delayed, the market price of our common stock or the Corporate Units may decline to the extent that the current market price of our common stock or the Corporate Units reflects a market assumption that the exchange offer has been or will be completed.

Failure to complete the exchange offer successfully could negatively impact our interest expense and our ability to obtain additional debt financing.

This exchange offer is part of our ongoing strategy to reduce our overall indebtedness and to mitigate the potential impact on our interest expense of any increase in the interest rate on the Debentures that may result from their remarketing. Failure to complete the exchange offer successfully will result in our having to remarket a greater principal amount of the Debentures, and remarketing may increase our interest expense if the interest rate on any series of Debentures is reset at a higher level following their remarketing and make it more difficult or more expensive for us to issue any new debt securities or to find additional financing.

Risks Relating to a Decision Not to Tender and Holding Corporate Units After the Exchange Offer

Corporate Units that you continue to hold after the exchange offer are expected to become less liquid following the exchange offer.

Depending on the number of Corporate Units that are accepted for exchange in the exchange offer, the trading market for the Corporate Units that remain outstanding after the exchange offer is expected to be more limited. Such reduction in the trading market may decrease the price and increase the volatility of the Corporate Units that remain outstanding following the completion of the exchange offer, which price and volatility may fluctuate significantly depending on the volume of trading in the Corporate Units. While it is a condition for the closing of this exchange offer that the Corporate Units not be delisted from NYSE as a result of the consummation of the exchange offer, there can be no assurance that subsequent market or other events, including a reduction in the number of holders, will not cause the NYSE to delist the Corporate Units.

USE OF PROCEEDS

We will not receive any net cash proceeds from the exchange offer.

PRICE RANGE OF COMMON STOCK AND CORPORATE UNITS; DIVIDENDS

Our common stock and the Corporate Units are listed on the NYSE under the symbols “AIG” and “AIG-PrA”, respectively. AIG common stock is also listed on stock exchanges in Ireland and Tokyo. The following table sets forth the high and low sales price and dividends declared per share of our common stock and high and low sales price per Corporate Unit on the NYSE during the periods shown, which have been adjusted to reflect the one-for-twenty reverse common stock split that became effective June 30, 2009.

	Common Stock			Corporate Units	
	Low Sale Price	High Sale Price	Common Stock Dividends Paid	Low Sale Price	High Sale Price
2010					
Fourth Quarter (through October 7, 2010)	38.30	41.40	—	8.30	8.70
Third Quarter	32.50	42.19	—	6.61	9.96
Second Quarter	32.11	45.90	—	8.78	11.34
First Quarter	21.54	38.45	—	9.00	12.72
2009					
Fourth Quarter	27.40	47.42	—	8.90	12.67
Third Quarter	8.22	55.90	—	6.30	13.75
Second Quarter	19.40	43.80	—	3.90	10.83
First Quarter	6.60	40.00	—	3.47	11.35
2008					
Fourth Quarter	27.00	99.20	—	3.67	14.00
Third Quarter	25.00	621.80	4.40	3.57	65.00
Second Quarter	527.40	990.00	4.00	59.29	79.05
First Quarter	770.00	1,188.40	4.00	—	—

As of September 30, 2010, there were 135,138,428 shares of common stock outstanding, held by approximately 44,038 record holders, and approximately 78,400,000 Corporate Units outstanding, held by one record holder, the nominee for DTC. As of October 7, 2010, no Treasury Units were outstanding. On October 7, 2010, the last reported sale price of our common stock on the NYSE was \$40.47 per share and the last reported sale price of Corporate Units on the NYSE was \$8.64 per Unit. The exchange offer is subject to, among other things, the condition that we have determined, in our reasonable judgment, based on consultation with the NYSE, that the NYSE is not likely to delist the Corporate Units as a result of the consummation of the exchange offer. The NYSE will consider delisting the outstanding Corporate Units if, following the exchange, the number of publicly held outstanding Corporate Units is less than 100,000, the number of holders of outstanding Corporate Units is less than 100, the aggregate market value of the outstanding Corporate Units is less than \$1 million, or for any other reason based on the suitability for the continued listing of the outstanding Corporate Units in light of all pertinent facts as determined by the NYSE.

Future dividends will be payable on our common stock only when, as and if declared by our board of directors and will be dependent upon regulatory requirements, business conditions, earnings, our cash requirements and other relevant factors. Under the FRBNY Credit Facility, we are currently restricted from declaring or paying dividends on the common stock. Moreover, pursuant to the terms of each of our Series E Fixed Rate Non-Cumulative Perpetual Preferred Stock, par value \$5.00 per share (the "Series E Preferred Stock") and our Series F Fixed Rate Non-Cumulative Perpetual Preferred Stock, par value \$5.00 per share (the "Series F Preferred Stock"), we are not able to declare or pay any cash dividends on the common stock or on any of our preferred stock ranking junior to such series of preferred stock for any period until dividends on each of the Series E Preferred Stock and Series F Preferred Stock have been paid for such period. We have not paid dividends on the Series E Preferred Stock and Series F Preferred Stock since their issuance in 2009, and no dividends have been paid on our common stock since the third quarter of 2008. For a discussion of certain restrictions on the payment of dividends to AIG by some of its insurance subsidiaries, see our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2010, our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010 and our 2009 Annual Report on Form 10-K, all of which are incorporated by reference herein.

CAPITALIZATION

The following tables set forth our cash and capitalization, as of June 30, 2010, on an actual basis and on an “as adjusted” basis to reflect the completion of the exchange offer assuming (1) a maximum number of 74,480,000 Corporate Units would be validly tendered and accepted in the exchange offer, which represents the high participation scenario of the exchange offer; and (2) an aggregate of 39,200,000 Corporate Units, or 50% of the issued and outstanding Corporate Units, would be validly tendered and accepted in the exchange offer, which represents a low participation scenario of the exchange offer. The actual number of Corporate Units validly tendered and accepted in the exchange offer could be lower or higher than the number presented in the low participation scenario below. These tables assume the cash consideration will be paid for from our available cash. These tables should be read in conjunction with our consolidated financial statements and the related notes in our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2010, which is incorporated by reference into this document.

Capitalization (Condensed)	At June 30, 2010		
	Actual	As Adjusted for a High Participation Scenario(1)	As Adjusted for a Low Participation Scenario(2)
	(In millions, except share data)		
Cash	\$ 2,840	\$ 2,524	\$ 2,666
Debt			
FRBNY Credit Facility	26,457	26,457	26,457
Other long-term debt	108,286	102,793	105,395
Total debt	\$ 134,743	\$ 129,250	\$ 131,852
Shareholders' equity:			
Preferred stock			
Series E; \$5.00 par value; shares issued: 400,000, at aggregate liquidation value	\$ 41,605	\$ 41,605	\$ 41,605
Series F; \$5.00 par value; shares issued: 300,000, aggregate liquidation value: \$7,543	7,378	7,378	7,378
Series C; \$5.00 par value; shares issued: 100,000, aggregate liquidation value: \$0.5	23,000	23,000	23,000
Common stock, \$2.50 par value; 5,000,000,000 shares authorized; shares issued: 141,777,208 (actual); 149,126,150 (High Participation); 145,645,072 (Low Participation)	354	372	364
Treasury stock, at cost; 6,660,908 shares of common stock	(873)	(873)	(873)
Additional paid-in capital	6,297	11,767	9,176
Accumulated deficit	(12,120)	(12,231)	(12,187)
Accumulated other comprehensive income	9,829	9,829	9,829
Total AIG shareholders' equity	\$ 75,470	\$ 80,847	\$ 78,292
Noncontrolling interests	27,254	27,254	27,254
Total equity	\$ 102,724	\$ 108,101	\$ 105,546
Total capitalization	\$ 237,467	\$ 237,351	\$ 237,398

- (1) Assuming a maximum number of 74,480,000 Corporate Units would be validly tendered and accepted in the exchange offer, which represents the high participation scenario of the exchange offer.
- (2) Assuming an aggregate of 39,200,000 Corporate Units, or 50% of the issued and outstanding Corporate Units, would be validly tendered and accepted in the exchange offer, which represents a low participation scenario of the exchange offer.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

The purpose of this exchange offer is to reduce our overall indebtedness by retiring the Debentures that form a part of the Corporate Units exchanged, to reduce the principal amount of Debentures that we are required to remarket in December 2010 and 2011 and to mitigate the potential impact on our interest expense of any increase in the interest rate on the Debentures that may result from that remarketing.

Terms of the Exchange Offer

We are offering to exchange 0.09867 shares of our common stock plus \$3.2702 in cash for each validly tendered and accepted Corporate Unit, up to an aggregate of the Maximum Amount of our outstanding Corporate Units, upon the terms and conditions set forth in this document and in the related letter of transmittal. The Corporate Units can be exchanged only in integral multiples of 40 Corporate Units in the exchange offer. Corporate Units validly tendered and not withdrawn will be subject to proration as described in “The Exchange Offer — Proration,” if more than the Maximum Amount of Corporate Units are validly tendered and not withdrawn prior to the expiration date of the exchange offer. The Maximum Amount is initially 74,480,000 Corporate Units. However, if we determine in our reasonable judgment, based on consultation with the NYSE, that the NYSE is likely to delist the Corporate Units as a result of the consummation of the exchange offer, then we will reduce the Maximum Amount to an amount that we determine, in our reasonable judgment, is not likely to result in a delisting of the Corporate Units. See “The Exchange Offer — Proration.”

Any Corporate Unit tendered but not accepted shall remain outstanding upon completion of the exchange offer. Corporate Units accepted in the exchange offer, including the underlying stock purchase contracts and Debentures, will be retired and cancelled.

The consideration a tendering holder will receive for each validly tendered and accepted Corporate Unit — 0.09867 shares of common stock and \$3.2702 in cash — is the same number of shares and the same cumulative amount of cash per Corporate Unit that a holder would receive if the holder did not tender into the exchange offer and instead held Corporate Units through the final stock purchase date. That number of shares and amount of cash is the result of netting the consideration payable in two separate transactions — the repurchase of the debentures underlying the Corporate Units for shares and cash and the cancellation of the stock purchase contracts underlying the Corporate Units for cash. The consideration payable in each of those netting transactions is as follows:

- The consideration payable by the Company to repurchase the Debentures underlying each exchanged Corporate Unit will be 0.09867 shares of common stock plus an amount of cash that the Company will calculate so that the fair market value of those shares and that cash will equal the principal amount of and accrued interest on those Debentures to but excluding the settlement date.
- The consideration payable by a tendering holder to cancel the stock purchase contract underlying each exchanged Corporate Unit will be an amount equal to the cash component of the repurchase price for the Debentures underlying such Corporate Unit (calculated as described in the preceding sentence) minus \$3.2702.

As mentioned above, the consideration payable in those two transactions will be netted so that tendering holders will receive 0.09867 shares of common stock and \$3.2702 in cash for each exchanged Corporate Unit and will not be required to make any cash payment to the Company.

This exchange offer is only for Corporate Units, so you will not be able to tender, and we will not accept, Treasury Units in the exchange offer. If you hold Treasury Units and want to participate in this exchange offer, you may recreate Corporate Units from Treasury Units as described in “Description of the Equity Units — Recreating Corporate Units.”

By tendering your Corporate Units, you will give up your right to receive quarterly contract adjustment payments and interest payments on the Debentures forming part of the Corporate Units payable on and after the date of settlement of the exchange offer, but you will not be losing the value represented by those payments because the

cash payment you will receive in exchange for each Corporate Unit validly tendered and accepted for exchange will equal the cumulative amount of scheduled distributions on the Corporate Units remaining through the final stock purchase date.

Proration

We will accept up to the Maximum Amount of validly tendered Corporate Units in the exchange offer. The Maximum Amount is initially 74,480,000 Corporate Units. However, if we determine in our reasonable judgment, based on consultation with the NYSE, that the NYSE is likely to delist the Corporate Units as a result of the consummation of the exchange offer, then we will reduce the Maximum Amount to an amount that we determine, in our reasonable judgment, is not likely to result in a delisting of the Corporate Units. In this case, we will, if necessary, extend the exchange offer so that it expires at least ten business days after we announce the change and provide holders with notice of such extension and the new Maximum Amount as described below under “— Expiration Date; Extension; Termination; Amendment.” The NYSE will consider delisting the outstanding Corporate Units if, following the exchange, the number of publicly held Corporate Units is less than 100,000, the number of holders of Corporate Units is less than 100, the aggregate market value of the Corporate Units is less than \$1 million or for any other reason based on the suitability for the continued listing of the Corporate Units in light of all pertinent facts as determined by the NYSE.

If the number of Corporate Units validly tendered and not withdrawn on or prior to the expiration date of the exchange offer is more than the Maximum Amount, we will accept Corporate Units from all holders that validly tender Corporate Units, on a *pro rata* basis with appropriate adjustment for integral multiples of 40 Units as described below such that no more than the Maximum Amount of Corporate Units are accepted. If the number of Corporate Units validly tendered and not withdrawn on or prior to the expiration date of the exchange offer is less than or equal to the Maximum Amount, we will accept for exchange all such Corporate Units. Any Corporate Units tendered but not accepted because of proration will be returned to the tendering holder. We will announce any proration percentage after the expiration of the exchange offer.

If, for any reason, proration of tendered Corporate Units is required, we will determine the final proration factor promptly after the expiration date of the exchange offer in a manner consistent with Rule 13e-4(f)(3) of the Exchange Act. Proration for each holder validly tendering Corporate Units will be based on the ratio of the Maximum Amount to the total number of Corporate Units validly tendered by all holders. This ratio (rounded to four decimal points) will be applied to holders tendering Corporate Units to determine the number of Corporate Units, rounded down as nearly as practicable to the nearest integral multiples of 40 Corporate Units, that will be purchased from each holder pursuant to the exchange offer. For instance, if 76,350,000 Corporate Units are validly tendered and not withdrawn, the proration factor would be 0.9755 (74,480,000 divided by 76,350,000, assuming the continuous listing conditions would be met after accepting all 74,480,000 Corporate Units). Accordingly, a holder who validly tendered 100,000 Corporate Units would have 97,520 Corporate Units accepted for exchange by us (0.9755 multiplied by 100,000, rounded down to the nearest integral multiple of 40 Corporate Units), and we would return 2,480 Corporate Units to such holder.

The proration percentage and the results of the exchange offer will be announced by press release as promptly as practical after the expiration date of the exchange offer.

As described in the section of this document entitled “Material U.S. Federal Income Tax Consequences,” you may be required to recognize taxable gain or loss with respect to the Debentures that are part of your Corporate Units. If you are required to recognize taxable gain or loss with respect to such Debentures, the amount of gain or loss recognized by you will depend in part on the adjusted basis you have in the Debentures that are part of your Corporate Units. If any of your Debentures has an adjusted basis that is different from any of your other Debentures and we prorate the tendered Corporate Units, you may wish to designate which of the Corporate Units are to be purchased in the exchange. The letter of transmittal provides you the opportunity to designate the order of priority in which Corporate Units are to be purchased, if we prorate the tendered Corporate Units.

Expiration Date; Extension; Termination; Amendment

The exchange offer will expire at 11:59 p.m., New York City time, on November 10, 2010, unless extended or earlier terminated by us. The term “expiration date” means such date and time or, if we extend the exchange offer, the latest date and time to which we extend the exchange offer.

We expressly reserve the right to extend the period of time that the exchange offer is open, and, if we elect to extend the exchange offer, delay acceptance for exchange of the Corporate Units tendered in the exchange offer, by giving oral or written notice to the exchange agent and by a public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. During any such extension, all Corporate Units you have previously tendered in the exchange offer will remain subject to the exchange offer and subject to your right to withdraw them, as described under “— Withdrawals of Tenders.”

We expressly reserve the right, regardless of whether or not the conditions to the exchange offer have been satisfied but subject to applicable law, to terminate the exchange offer prior to the time it expires or to amend it in any respect. If we terminate or amend the exchange offer, we will notify the exchange agent by oral or written notice and will issue a timely public announcement regarding the termination or amendment. Upon termination of the exchange offer for any reason, any Corporate Units previously tendered in the exchange offer will be promptly returned to the tendering holders.

If we make a material change in the terms of the exchange offer or the information concerning the exchange offer, or waive a material condition of the exchange offer prior to the expiration date, we will extend the exchange offer, if and to the extent required by law, including Rule 13e-4 under the Exchange Act.

If we make a change in the number of Corporate Units sought or the amount of consideration offered in the exchange, we will promptly disseminate disclosure regarding the change and extend the exchange offer, if required by law including Rule 13e-4 under the Exchange Act and Rule 14e-1 under the Exchange Act, so that the exchange offer remains open a minimum of ten business days from the date we disseminate that disclosure.

Conditions to the Exchange Offer

We will not be required to accept for exchange, or to issue common stock or to deliver any exchange consideration in respect of, any Corporate Units tendered pursuant to the exchange offer, and we may terminate, extend or amend the exchange offer and may (subject to Rule 14e-1 under the Exchange Act) postpone the acceptance for exchange of and issuance of common stock in respect of any Corporate Units so tendered in the exchange offer, unless each of the following conditions are satisfied prior to the expiration date:

- there shall not have 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;
- there shall not have been instituted or threatened in writing any action, proceeding or investigation by or before any governmental authority, including any court, governmental, regulatory or administrative branch or agency, tribunal or instrumentality, that relates in any manner to the exchange offer and that in our reasonable judgment makes it advisable to us to terminate the exchange offer;
- we shall have obtained all governmental approvals and third party consents which we, in our reasonable judgment, consider necessary for the completion of the exchange offer as contemplated by this document and all such approvals or consents shall remain in effect;
- we shall have determined, in our reasonable judgment, based on consultation with the NYSE, that the NYSE is not likely to delist the Corporate Units as a result of the consummation of the exchange offer;
- there shall not have occurred:
 - any general suspension of or limitation on prices for trading in securities in the United States securities or financial markets;
 - any disruption in the trading of our common stock;

- a declaration of a banking moratorium or any suspension of payments with respect to banks in the United States; or
- a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including but not limited to, catastrophic terrorist attacks against the United States or its citizens; and
- the registration statement of which this document forms a part shall have become effective, no stop order suspending its effectiveness shall have been issued, and no proceedings for that purpose shall have been instituted or shall be pending or, to our knowledge, shall be contemplated or threatened by the SEC.

We expressly reserve the right to amend or terminate the exchange offer and to reject for exchange any Corporate Units not previously accepted for exchange, if any of the conditions to the exchange offer specified above are not satisfied. In addition, we expressly reserve the right, at any time or at various times prior to the expiration date, to waive any conditions to the exchange offer, in whole or in part, except as to the requirement that the registration statement be declared effective, the requirement that the governmental approvals and third party consents be obtained and the requirement that the Corporate Units remain listed on the NYSE after the exchange offer, which conditions we cannot waive. We will give oral or written notice of any amendment, non-acceptance, termination or waiver to the exchange agent as promptly as practicable, followed by a timely press release.

These conditions are for our sole benefit, and we may assert them regardless of the circumstances that may give rise to them, or waive them in whole or in part, at any or at various times prior to the expiration date in our sole discretion. If we fail at any time to exercise any of the foregoing rights, this failure will not constitute a waiver of such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times prior to the expiration date.

Fractional Shares

We will not issue fractional shares of our common stock in the exchange offer. Instead, the number of shares of our common stock received by each registered holder whose Corporate Units are accepted for exchange in the exchange offer will be rounded up or down to the nearest whole number, with any fractional share of 0.5 or greater being rounded up and any fractional share of less than 0.5 being rounded down. We will not make payments of cash in lieu of any fractional share that would otherwise have been issued.

Procedures for Tendering Corporate Units

All of the Corporate Units were issued in book-entry form, and all of the Corporate Units are currently represented by one or more global certificates held for the account of DTC.

Any beneficial owner whose Corporate Units are held of record by a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Corporate Units should contact such nominee promptly and instruct such entity to tender Corporate Units on such beneficial owner's behalf.

You may tender your Corporate Units by transferring them through DTC's Automated Tender Offer Program ("ATOP") or following the other procedures described under "The Exchange Offer — Procedures for Tendering Corporate Units."

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

Any beneficial owner whose Corporate Units are held of record by a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Corporate Units should contact such nominee promptly and instruct such entity to tender Corporate Units on such beneficial owner's behalf.

If you hold your Corporate Units 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 Corporate Units on your behalf on or prior to the expiration date.

How to Tender If You Are a DTC Participant

To participate in the offer, a DTC participant must:

- comply with the ATOP procedures of DTC described below; or
- (i) complete and sign and date the Letter of Transmittal, or a facsimile of the Letter of Transmittal; (ii) have the signature on the Letter of Transmittal guaranteed if the Letter of Transmittal so requires; and (iii) mail or deliver the 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; or
- the exchange agent must receive, prior to the expiration date, a timely confirmation of book-entry transfer of such Corporate Units into the exchange agent's account at DTC according to the procedure for book-entry transfer described below, the letter of transmittal and any other documents required by the letter of transmittal.

Tenders of Corporate Units 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, the dealer managers or the information agent. 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 Corporate Units pursuant to the exchange offer, you will be deemed to have agreed that the delivery and surrender of the Corporate Units is not effective, and the risk of loss of the Corporate Units 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 Corporate Units pursuant to the exchange offer, you will be deemed to have made the representations and warranties set forth in the letter of transmittal, including that you have full power and authority to tender, sell, exchange, assign and transfer the Corporate Units tendered thereby, that you have complied with the short tendering rule described under "— Compliance with 'Short Tendering' Rule" below, and that when such Corporate Units 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 Corporate Units tendered thereby.

We have not provided guaranteed delivery provisions in connection with the exchange offer. You must tender your Corporate Units 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 Corporate Units for purposes of the exchange offer, and any financial institution that is a DTC participant may make book-entry delivery of eligible Corporate Units by causing DTC to transfer such Corporate Units into the exchange agent's account in accordance with DTC's procedures for such transfer.

The exchange agent and DTC have confirmed that Corporate Units held in book-entry form through DTC that are to be tendered in the exchange offer are eligible for ATOP. To effectively tender Corporate Units 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 Corporate Units 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, 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 Corporate Units 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 Corporate Units 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 member firm of a registered national securities exchange, a member of Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company having an office or correspondent in the United States. If Corporate Units 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 common stock is to be made or tendered Corporate Units 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 Corporate Units must be guaranteed by a Medallion Signature Guarantor as described above.

Determination of Validity

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 Corporate Units will be determined by us, in our sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders will not be considered valid. We reserve the absolute right to reject any or all tenders of Corporate Units that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular Corporate Units. A waiver of any defect or irregularity with respect to the tender of one Corporate Unit shall not constitute a waiver of the same or any other defect or irregularity with respect to the tender of any other Corporate Units except to the extent we may otherwise so provide. Our interpretations of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Tenders of Corporate Units 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 we will determine. None of us, the exchange agent, the dealer managers, the information agent or any other person will be under any duty to give notice of any defects or irregularities in tenders of Corporate Units, or will incur any liability to you for failure to give any such notice.

Withdrawals of Tenders

You may withdraw Corporate Units that you tender at any time prior to 11:59 p.m., New York City time, on the expiration date (currently scheduled for November 10, 2010), unless we extend it. In addition, you may withdraw Corporate Units that you tender that are not accepted by us for exchange after December 7, 2010, which is 40 business days after the date of commencement of the exchange offer.

For a withdrawal of a tender of Corporate Units to be effective, a written or facsimile transmission notice of withdrawal must be received by the exchange agent on or prior to the expiration date, by mail, fax or hand delivery or by a properly transmitted "Request Message" through ATOP. A form of notice of withdrawal is filed as an exhibit

to the registration statement of which this document forms a part and is available on the website maintained by the exchange agent. Any notice of withdrawal must:

- specify the name of the person who tendered the Corporate Units to be withdrawn and the name of the DTC participant whose name appears on the security position listing as the owner of such Corporate Units, if different from that of the person who deposited the Corporate Units,
- specify the aggregate amount of the Corporate Units to be withdrawn,
- unless transmitted through ATOP, be signed by the holder thereof in the same manner as the original signature on the letter of transmittal, including any required signature guarantee(s), and
- if the letter of transmittal was executed by a person other than the DTC participant whose name appears on a security position listing as the owner of Corporate Units, be accompanied by a properly completed irrevocable proxy that authorized such person to effect such withdrawal on behalf of such holder.

Withdrawal of Corporate Units can only be accomplished in accordance with the foregoing procedures.

Holders may not rescind their valid withdrawals of tendered Corporate Units. However, Corporate Units validly withdrawn may thereafter be retendered at any time on or prior to the expiration date by following the procedures described under “— Procedures for Tendering Corporate Units.”

All questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender will be determined by us, which determination shall be final and binding. We reserve the absolute right to reject any or all attempted withdrawals of Corporate Units that are not in proper form or the acceptance of which would, in our opinion, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of a withdrawal as to particular Corporate Units. A waiver of any defect or irregularity with respect to the withdrawal of one Corporate Unit shall not constitute a waiver of the same or any other defect or irregularity with respect to the withdrawal of any other Corporate Units except to the extent we may otherwise so provide. Withdrawals of Corporate Units shall not be deemed to have been made until any defects or irregularities have been waived by us or cured. None of us, the exchange agent, the dealer managers, the information agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

Any Corporate Units withdrawn will be deemed not to have been validly tendered for purposes of the exchange offer and no exchange consideration will be issued in exchange unless the Corporate Units so withdrawn are validly re-tendered. Any Corporate Units that have been tendered but which are effectively withdrawn will be credited to the account maintained at DTC from which they were delivered and returned without expense promptly after the effective withdrawal.

Acceptance; Exchange of Corporate Units

We will issue the exchange consideration, and cause it to be delivered, upon the terms and subject to the conditions of the exchange offer, including the proration described above, and pursuant to applicable law, in exchange for Corporate Units validly tendered but not withdrawn in the exchange offer promptly after the expiration date of the exchange offer and our acceptance of the validly tendered Corporate Units. We currently expect the settlement date of the exchange offer to be the third business day after the expiration date. Valid tenders of the Corporate Units pursuant to the exchange offer will be accepted only in integral multiples of 40 Corporate Units.

In all cases, we will only accept the Corporate Units validly tendered and not withdrawn, and the exchange consideration for Corporate Units accepted for exchange by us pursuant to the exchange offer will only be made, after the exchange agent receives, prior to the expiration date:

- a properly transmitted agent’s message; or
- a timely confirmation of book-entry transfer of such Corporate Units into the exchange agent’s account at DTC according to the procedure for book-entry transfer described below, the letter of transmittal and any other documents required by the letter of transmittal.

For purposes of the exchange offer, we will be deemed to have accepted Corporate Units for exchange if, as and when we give oral (promptly confirmed in writing) or written notice thereof to the exchange agent.

We will deliver the exchange consideration in exchange for Corporate Units accepted for exchange in the exchange offer as soon as practicable after the expiration of the exchange offer and the determination of the final proration factor, by issuing the common stock and depositing the exchange consideration on the settlement date with the exchange agent, which will act as agent for you for the purpose of receiving the exchange considerations and transmitting the exchange considerations to you. Tendering holders of the Corporate Units should indicate in the applicable box in the letter of transmittal or to the book-entry transfer facility in the case of holders that electronically transmit their acceptance through ATOP the name and address to which delivery of the exchange consideration for the Corporate Units accepted for exchange is to be sent, if different from the name and address of the person signing the letter of transmittal or transmitting such acceptance through ATOP.

If, for any reason, acceptance for exchange of validly tendered Corporate Units pursuant to the exchange offer is delayed, or we are unable to accept for exchange validly tendered Corporate Units pursuant to the exchange offer, then the exchange agent may, nevertheless, on behalf of us, retain (subject to Rule 13e-4 and Rule 14e-1 described above) tendered Corporate Units, without prejudice to our rights described under “— Expiration Date; Extension; Termination; Amendment,” “— Conditions to the Exchange Offer” and “— Withdrawals of Tenders” above.

We expressly reserve the right, subject to applicable law, to (1) delay acceptance for exchange of Corporate Units tendered under the exchange offer or the delivery of the exchange consideration in exchange for the Corporate Units accepted for purchase (subject to Rule 14e-1 under the Exchange Act, which requires that we pay the consideration offered or return the Corporate Units deposited by or on behalf of the holders promptly after the termination or withdrawal of the exchange offer), or (2) terminate the exchange offer at any time.

You will not be obliged to pay brokerage commissions or fees to the dealer managers, the exchange agent, the information agent or us with respect to the exchange offer.

We have adopted direct company registration of our common stock. Holders of the Corporate Units accepted for exchange in the exchange offer will not receive stock certificates evidencing their ownership of the common stock issued in the exchange offer. Instead, they will be provided with a statement reflecting the number of shares registered in their accounts.

Under no circumstances will we pay interest on the exchange consideration regardless of any delay in making such payment.

Return of Unaccepted Corporate Units

Any tendered Corporate Units that are not accepted for exchange by us, including due to proration, will be returned without expense to the tendering holder. Corporate Units will be credited to the account maintained at DTC from which they were delivered and returned promptly after the expiration or termination of the exchange offer.

Certain Matters Relating to Non-U.S. Jurisdictions

Although we will mail this document to holders of the Corporate Units 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 Corporate Units 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 common stock that may apply in their home countries. We and the dealer managers cannot provide any assurance about whether such limitations may exist. By signing or being deemed to sign the letter of transmittal, 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.

Regulatory Approvals; Third Party Consents; Effectiveness under Federal Securities Laws

We have obtained consent to the exchange offer of (i) the FRBNY under our senior secured FRBNY Credit Facility, (ii) the Trust under the Series C Perpetual, Convertible, Participating Preferred Stock Purchase Agreement, dated as of March 1, 2009, between the Trust and American International Group, Inc., and (iii) the Department of the Treasury under the Securities Exchange Agreement, dated as of April 17, 2009, and the Securities Purchase Agreement, dated as of April 17, 2009, each between American International Group, Inc. and the Department of the Treasury. We are not aware of any other regulatory approvals or third party consents that are required for completing the exchange offer.

In addition, the registration statement of which this document forms a part must be declared effective by the SEC before, and must remain effective at, the time we accept any Corporate Unit validly tendered and settle the exchange offer.

Source of Cash to be Paid in the Exchange Offer; Common Stock to be Issued

If Corporate Units aggregating 74,480,000 units, the maximum amount of Corporate Units that could be exchanged in the exchange offer, are validly tendered and accepted for exchange by us, we will (1) issue up to 7,348,942 shares of common stock to exchanging holders and (2) pay an aggregate of approximately \$243,564,496 in cash to exchanging holders. The shares of our common stock to be issued in the exchange offer are available from our authorized but unissued shares of common stock. We intend to fund the cash component of the exchange consideration from our available cash and we may, if necessary, fund the cash from further draws on the FRBNY Credit Facility. The FRBNY Credit Facility was established in September 2008 with a five-year term, and is secured by pledges of the capital stock and assets of certain of AIG's subsidiaries. The interest rate payable on outstanding borrowings is three-month LIBOR plus 3.0 percent per annum. As of June 30, 2010, \$13.3 billion remained available under the FRBNY Credit Facility. See "About American International Group, Inc." above, Note 14 to the Consolidated Financial Statement included in our Current Report on Form 8-K filed on August 6, 2010 and our Current Report on Form 8-K filed on September 30, 2010 for more information regarding the FRBNY Credit Facility.

Exchange Agent

Global Bondholder Services Corporation has been appointed as the exchange agent for the exchange offer. We have agreed to pay the exchange agent reasonable and customary fees for its services and will reimburse the exchange agent for its reasonable actual out-of-pocket expenses. All executed letters of transmittal and any other required documents should be sent or delivered to the exchange agent at the address set forth on the back cover of this document. Delivery of a letter of transmittal to an address or transmission of the letter of transmittal via facsimile other than as set forth on the back cover of this document does not constitute a valid delivery of the letter of transmittal.

Information Agent

Global Bondholder Services Corporation has been appointed as the information agent for the exchange offer. We have agreed to pay the information agent reasonable and customary fees for its services and will reimburse the information agent for its reasonable actual out-of-pocket expenses. Any questions and requests for assistance or requests for additional copies of this document or of the letter of transmittal should be directed to the information agent at the address set forth on the back cover of this document.

Dealer Managers

The dealer managers for the exchange offer are Banc of America Securities LLC, Citigroup Global Markets Inc. and Deutsche Bank Securities Inc., who will perform services customarily provided by investment banking firms acting as dealer managers of exchange offers of a like nature, including, but not limited to, soliciting tenders of Corporate Units pursuant to the exchange offer and communicating generally regarding the exchange offer with banks, brokers, custodians, nominees and other persons, including holders of Corporate Units. We have agreed to pay the dealer managers compensation for their services as dealer managers in connection with this exchange offer, which compensation is 0.32% of the aggregate stated amount of the Corporate Units accepted for exchange in the exchange offer.

The dealer managers and their affiliates have rendered and may in the future render various investment banking, lending and commercial banking services and other advisory services to us and our subsidiaries. Certain of these relationships involve transactions that are material to us and our affiliates and for which the dealer managers have received significant fees. In addition, the dealer managers and/or their affiliates serve as agents and lenders under certain of our existing credit facilities. Banc of America Securities LLC and Citigroup Global Markets Inc. are also acting as financial advisors to us in connection with the Recapitalization. The dealer managers have received, and may in the future receive, customary compensation from us and our subsidiaries for such services. The dealer managers may from time to time hold Corporate Units and shares of our common stock in their proprietary accounts, and, to the extent they own Corporate Units in these accounts at the time of the exchange offer, the dealer managers may tender these Corporate Units, although a dealer manager will not be paid a fee for Corporate Units tendered by that dealer manager for its own account. Subject to applicable law, during the course of the exchange offer, the dealer managers may trade shares of our common stock for their own account or for the accounts of their customers. As a result, the dealer managers may hold a long or short position in our common stock.

With respect to jurisdictions located outside of the United States, the offers may be conducted through affiliates of the dealer managers that are registered and/or licensed to conduct the offers in such jurisdictions.

Citigroup Global Markets Inc. and J.P. Morgan Securities Inc. are the remarketing agents for the Debentures that are part of the Corporate Units and will receive a fee in connection with a successful remarketing of such Debentures in an amount equal to 0.25% of the Treasury portfolio price applicable to the Debentures.

Fees and Expenses

We will bear the fees and expenses of soliciting tenders for the exchange offer. We are making the principal solicitation by mail and overnight courier. However, where permitted by applicable law, additional solicitations may be made by facsimile, telephone or in person by the dealer managers and information agent, as well as by officers and regular employees of ours and those of our affiliates. We will also pay the exchange agent and the information agent reasonable and customary fees for their services and will reimburse them for their reasonable actual out-of-pocket expenses. We will indemnify each of the exchange agent, the dealer managers and the information agent against certain liabilities and expenses in connection therewith, including liabilities under the federal securities laws.

Transfer Taxes

We will pay all transfer taxes applicable to the exchange and transfer of Corporate Units pursuant to the exchange offer, except if:

- the delivery of the common stock and payment of other exchange consideration is being made to, or if Corporate Units not tendered or not accepted for payment are registered in the name of, any person other than the holder of Corporate Units tendered thereby;
- the Corporate Units are credited in the name of any person other than the person(s) signing the letter of transmittal or electronically transmitting acceptance through ATOP, as applicable; or
- transfer tax is imposed for any reason other than the exchange of our common stock for Corporate Units in connection with the exchange offer,

then the amount of any transfer taxes, whether imposed on the registered owner or any other persons, will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption from them is not submitted with the letter of transmittal, the Company will be entitled to bill the amount of such transfer taxes directly to the tendering holder.

Brokerage Commissions

Holders that tender their Corporate Units to the exchange agent do not have to pay a brokerage fee or commission to us, the dealer managers, the exchange agent or the information agent in connection with the tender of such securities. However, if a tendering holder handles the transaction through its bank, broker, custodian or nominee, that holder may be required to pay that bank, broker, custodian or nominee brokerage fees or commissions.

No Appraisal Rights

No appraisal or dissenters' rights are available to holders of Corporate Units under applicable law in connection with the exchange offer.

No Recommendation

None of us, the trustee, the dealer managers, the exchange agent or the information agent makes any recommendation as to whether you should exchange your Corporate Units in the exchange offer. We have not retained, and do not intend to retain, any unaffiliated representative to act on behalf of the holders of the Corporate Units for purposes of negotiating the exchange offer or preparing a report concerning the fairness of the exchange offer. The value of the exchange consideration to be issued in the exchange offer may not equal or exceed the value of the Corporate Units tendered. You must make your own independent decision regarding your participation in the exchange offer.

Accounting Treatment

As a result of the exchange offer, we will:

- record an increase to stockholders' equity in an amount equal to (a) the carrying amount of the Debentures retired plus the accrued interest on the Debentures retired plus the unpaid portion of contract adjustment payments that were recorded when the Corporate Units were originally issued on the stock purchase contracts cancelled, less (b) the net cash we pay in connection with the exchange (including for transaction expenses),
- reduce our liabilities by an amount equal to the amount referred to in (a) above minus any amount of the net cash we pay in connection with the exchange that we fund through borrowings and
- record a loss in our income statement in an amount equal to the transaction expenses we pay in connection with the exchange offer plus the amount by which the consideration allocated to the Debentures retired exceeds their carrying amount.

The carrying amount of the Debentures underlying all of the outstanding Corporate Units is approximately \$100 million lower than their principal amount (due to unamortized debt issuance costs). We expect to record a loss as a result of the exchange offer that does not differ materially from the transaction expenses we pay in connection with the exchange offer (mainly the fees of the dealer managers described under "The Exchange Offer — Dealer Managers") plus unamortized debt issuance costs associated with the Debentures underlying exchanged Corporate Units.

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 Corporate Units for such person's own account unless the person so tendering (a) has a net long position equal to or greater than the aggregate principal amount of the Corporate Units being tendered and (b) will cause such Corporate Units

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 Corporate Units in response to 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 of the exchange offer, 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 in the Corporate Units being tendered pursuant to the exchange offer within the meaning of Rule 14e-4 under the Exchange Act and (b) the tender of such Corporate Units complies with Rule 14e-4.

Consequences of Failure to Exchange Corporate Units

The terms of the Corporate Units not exchanged in the exchange offer will not change as a result of the exchange offer, and the Debentures forming part of your Corporate Units will therefore remain subject to remarketing. For a description of the terms of the Corporate Units and the stock purchase contracts and Debentures underlying them, see "Description of the Equity Units," "Description of the Stock Purchase Contracts" and "Description of the Debentures." In addition, Debentures included in the Corporate Units not exchanged in the exchange offer will continue to be subject to remarketing.

Depending on the amount of Corporate Units that are accepted for exchange in the exchange offer, the trading market for the Corporate Units that remain outstanding after the exchange offer is expected to be more limited. The 74,480,000 Corporate Units, which is the maximum number of Corporate Units that could be exchanged in the exchange offer, represent approximately 95% of the total outstanding Corporate Units. Such reduction in the trading market may decrease the price and increase the volatility of the Corporate Units that remain outstanding following the completion of the exchange offer, which price and volatility may fluctuate significantly depending on the volume of trading in the Corporate Units.

In addition, although we do not currently intend to do so, we may, to the extent permitted by applicable law, after the settlement date of the exchange offer, purchase Corporate Units 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 completion of the exchange offer, we may also repurchase Debentures in a remarketing, in the open market, in privately negotiated transactions or otherwise.

Corporate Units Ownership

Neither we, nor to the best of our knowledge, any of our executive officers, directors, controlling persons, other affiliates, associates or subsidiaries nor, to the best of our knowledge, any of our subsidiaries' or controlling persons' directors or executive officers, nor any associates or subsidiaries of any of the foregoing, (a) own any Corporate Units, or (b) have effected any transactions involving the Corporate Units during the 60 day period prior to the date of this document.

DESCRIPTION OF CAPITAL STOCK

References to “AIG,” “us,” “we” or “our” in this section mean American International Group, Inc. and do not include the subsidiaries of American International Group, Inc. Also, in this section, references to “holders” mean those who own capital stock or depositary shares registered in their own names, on the books that we maintain for this purpose.

The section summarizes some of the terms of our capital stock, securities exercisable for our common stock and debt instruments and agreements containing restrictions relating to our capital stock. This summary does not purport to be complete and is qualified by the documents governing those terms which contain the full legal text of the matters described in this section. Such documents have been filed with the SEC or incorporated by reference as exhibits to the registration statement of which this document forms a part, to our 2009 Annual Report on Form 10-K or to Post-Effective Amendment No. 1 to our registration statement on Form S-3, filed on August 9, 2010 (File No. 333-160645). You should refer to these documents for more information.

See “About American International Group, Inc.” for a discussion of the expected impact of the Recapitalization on our capital structure.

Common Stock

AIG’s authorized capital stock includes 5,000,000,000 shares of common stock (par value \$2.50 per share). As of September 30, 2010, there were 135,138,428 shares of common stock outstanding.

All of the outstanding shares of our common stock are fully paid and nonassessable. Subject to the prior rights of the holders of shares of preferred stock that may be issued and outstanding, the holders of common stock are entitled to receive:

- dividends when, as and if declared by our board of directors out of funds legally available for the payment of dividends (AIG is subject to contractual restrictions on its ability to pay dividends); and
- in the event of dissolution of AIG, to share ratably in all assets remaining after payment of liabilities and satisfaction of the liquidation preferences, if any, of then outstanding shares of preferred stock, as provided in AIG’s amended and restated certificate of incorporation.

Each holder of common stock is entitled to one vote for each share held of record on all matters presented to a vote at a shareholders meeting, including the election of directors. Holders of common stock have no cumulative voting rights or preemptive rights to purchase or subscribe for any additional shares of common stock or other securities, and there are no conversion rights or redemption or sinking fund provisions with respect to the common stock. Authorized but unissued shares of common stock may be issued without shareholder approval.

AIG has adopted direct company registration of its common stock. Holders of shares of common stock will not receive stock certificates evidencing their share ownership. Instead, they will be provided with a statement reflecting the number of shares registered in their accounts.

Preferred Stock

We may issue preferred stock in one or more series. We may also “reopen” a previously issued series of preferred stock and issue additional preferred stock of that series. This section summarizes terms of the preferred stock that apply generally to all series. The specific terms of a series of preferred stock may vary from the terms described here.

AIG’s authorized capital stock includes 100,000,000 shares of preferred stock, par value \$5.00 per share. Each series of preferred stock is governed by Delaware law.

The authorized but unissued shares of preferred stock are available for issuance from time to time at the discretion of our board of directors without shareholder approval. Our board of directors is authorized to divide the

preferred stock into series and, with respect to each series, to determine the designations, the powers, preferences and rights and the qualifications, limitations and restrictions of the series, including:

- dividend rights;
- conversion or exchange rights;
- voting rights;
- redemption rights and terms;
- liquidation preferences;
- sinking fund provisions;
- the serial designation of the series; and
- the number of shares constituting the series.

We may, at our option, instead of offering whole individual shares of any series of preferred stock, offer depositary shares evidenced by depositary receipts. The rights of holders of preferred stock may be adversely affected by the rights of holders of existing preferred stock or preferred stock that may be issued in the future. Our board of directors may cause shares of preferred stock to be issued in public or private transactions for any proper corporate purpose.

Preferred stock will be fully paid and nonassessable when issued, which means that our holders will have paid their purchase price in full and that we may not ask them to surrender additional funds. Unless otherwise provided in the document governing the terms of the applicable series of preferred stock, holders of preferred stock will not have preemptive or subscription rights to acquire more stock of AIG.

All preferred stock will be issued in direct company registration form on the books and records of AIG. Purchasers of shares of preferred stock will be provided with a statement reflecting the number of shares registered in their accounts.

Series C Preferred Stock

On March 4, 2009, we issued to AIG Credit Facility Trust, a trust established for the sole benefit of the United States Treasury (the "Trust"), 100,000 shares of our Series C Perpetual, Convertible, Participating Preferred Stock, par value \$5.00 per share (the "Series C Preferred Stock"), pursuant to the Series C Perpetual, Convertible, Participating Preferred Stock Purchase Agreement, dated as of March 1, 2009 (the "Series C Purchase Agreement"), between the Trust and us.

The Trust currently holds the Series C Preferred Stock for the sole benefit of the United States Treasury. The holders of the Series C Preferred Stock have preferential liquidation rights over the holders of our common stock and, to the extent permitted by law, vote with the our common stock on all matters submitted to our shareholders. The Series C Preferred Stock is entitled to (i) a percentage of the voting power of our shareholders entitled to vote on any particular matter, except where a vote of the common stock only is required, and (ii) a percentage of the aggregate dividend rights of the outstanding shares of our common stock and the Series C Preferred Stock, in each case, on an as converted basis, which percentage represented, as of September 30, 2010, approximately 79.8 percent of each of such voting power and total dividends payable. No dividends have been paid on the Series C Preferred Stock since its issuance in 2009. The Series C Preferred Stock will become convertible into common stock upon the subsequent amendment of our Amended and Restated Certificate of Incorporation, which amendment will need to be approved by a separate class vote of the holders of our common stock. Upon such amendment, the Series C Preferred Stock will be convertible into a number of shares of our common stock representing its voting power at that time. The Series C Preferred Stock has a \$5.00 per share liquidation preference, plus an amount equal to all previously declared and unpaid dividends, and the holders the Series C Preferred Stock are entitled to receive the distribution upon our liquidation payable with respect to the shares of our common stock issuable upon conversion of the Series C Preferred Stock.

Shares of the Series C Preferred Stock are not subject to any redemption or sinking fund.

Series D Preferred Stock

Our Series D Fixed Rate Cumulative Perpetual Preferred Stock, par value \$5.00 per share (the “Series D Preferred Stock”), was exchanged for our Series E Fixed Rate Non-Cumulative Perpetual Preferred Stock, par value \$5.00 per share (the “Series E Preferred Stock”), on April 17, 2009, pursuant to the Securities Exchange Agreement dated as of April 17, 2009 (the “Series E Securities Exchange Agreement”), between us and the Department of the Treasury. The Series D Preferred Stock was eliminated thereupon.

Series E Preferred Stock

On April 17, 2009, we issued to the Department of the Treasury 400,000 shares of the Series E Preferred Stock, in exchange for the then outstanding Series D Preferred Stock, pursuant to the Series E Securities Exchange Agreement.

Dividends on the Series E Preferred Stock are payable, if, as and when declared by our board of directors or a duly authorized committee thereof, on a non-cumulative basis, out of assets legally available therefor, in cash, at the rate per annum of 10 percent of the liquidation preference of \$104,011.44 per share (the “Series E Liquidation Preference”). The Series E Preferred Stock ranks senior to the common stock and the Series C Preferred Stock and any other series of preferred stock subsequently issued by us to any person other than the Department of the Treasury with respect to the payment of dividends and amounts upon liquidation, dissolution and winding up of AIG, and ranks *pari passu* with the Series F Fixed Rate Non-Cumulative Perpetual Preferred Stock.

We may redeem the Series E Preferred Stock at the Series E Liquidation Preference, plus unpaid dividends for the then-current dividend period, at any time that the Trust, or any successor entity, beneficially owns less than 30 percent of our voting securities and no holder of the Series E Preferred Stock controls or has the potential to control us.

Holders of the Series E Preferred Stock are entitled to vote for the election of the greater of two additional members of our board of directors and a number of directors (rounded upward) equal to 20 percent of the total number of our directors if dividends payable on the shares of the Series E Preferred Stock have not been paid for four or more dividend periods, whether or not consecutive (including for this purpose the period during which the Series D Preferred Stock was outstanding). We have not paid dividends on the Series E Preferred Stock since its issuance in 2009, and as of September 30, 2010, two directors were elected by the holders of the Series E Preferred Stock together with the holders of the Series F Preferred Stock.

Pursuant to the Series E Securities Exchange Agreement, we will be obligated, at the request of the Department of the Treasury, to file a registration statement under the Securities Act of 1933 with respect to the Series E Preferred Stock for resales of the Series E Preferred Stock.

In addition, the Series E Preferred Stock is subject to a replacement capital covenant (the “Replacement Capital Covenant”), whereby we agree for the benefit of the holders of its 6.25% Notes due 2036 (CUSIP No. 026874AZ0) that we may not redeem or purchase, and none of our subsidiaries may purchase, all or any part of the Series E Preferred Stock at any time prior to April 17, 2012 except with the proceeds obtained from the issuance by us or any such subsidiary of certain replacement capital securities as set forth in the Replacement Capital Covenant.

Pursuant to the Series E Securities Exchange Agreement, the Department of the Treasury has the right to exchange the shares of the Series E Preferred Stock for a new series of our serial preferred stock with the same terms as the terms of the Series E Preferred Stock, except that the liquidation preference of such new series will be \$10,000 per share, or such amount per share as may be reasonably specified by the Department of the Treasury based on the number of shares of the new serial preferred stock to be exchanged.

The Series E Preferred Stock is not convertible into our common stock or any other class or series of our securities other than described in the preceding paragraph and is not subject to any sinking fund or any other similar obligation for its repurchase or retirement.

Series F Preferred Stock

On April 17, 2009, we issued to the Department of the Treasury 300,000 shares of our Series F Fixed Rate Non-Cumulative Perpetual Preferred Stock, par value \$5.00 per share (the "Series F Preferred Stock"), pursuant to the Securities Purchase Agreement, dated as of April 17, 2009 (the "Series F Purchase Agreement"), between us and the Department of the Treasury. Pursuant to the Series F Purchase Agreement, the Department of the Treasury agreed to provide up to \$29.835 billion (the "Department of the Treasury Commitment") in exchange for increases in the liquidation preference of the Series F Preferred Stock.

The terms of the Series F Preferred Stock are substantially the same as the Series E Preferred Stock, except that the Series F Preferred Stock is not subject to a replacement capital covenant. The liquidation preference of the Series F Preferred Stock was initially \$0 per share and will be increased *pro rata* by the amount of each drawdown of the Department of the Treasury Commitment. As of September 30, 2010, AIG had drawn down on the Department of the Treasury Commitment in the amount of approximately \$7.543 billion. As a result, the liquidation preference of the Series F Preferred Stock had increased to \$25,143.56 per share as of September 30, 2010.

The Series F Preferred Stock ranks senior to the common stock, ranks *pari passu* with the Series E Preferred Stock and ranks senior to the Series C Preferred Stock and any other series of preferred stock subsequently issued by us to any person other than the Department of the Treasury with respect to the payment of dividends and amounts upon liquidation, dissolution and winding up of AIG.

Pursuant to the Series F Purchase Agreement, we will be obligated, at the request of the Department of the Treasury, to file a registration statement under the Securities Act of 1933 with respect to the Series F Preferred Stock for resales of Series F Preferred Stock.

Pursuant to the Series F Purchase Agreement, the Department of the Treasury has the right to exchange the shares of each of the Series F Preferred Stock for a new series of our serial preferred stock with the same terms as the respective terms of the Series F Preferred Stock, except that the liquidation preference of such new series will be \$10,000 per share, or such amount per share as may be reasonably specified by the Department of the Treasury based on the number of shares of the new serial preferred stock to be exchanged.

The Series F Preferred Stock is not convertible into our common stock or any other class or series of our securities other than described in the preceding paragraph and is not subject to any sinking fund or any other similar obligation for their repurchase or retirement.

We have not paid dividends on the Series F Preferred Stock since its issuance in 2009, and as of September 30, 2010, two directors were elected by the holders of the Series F Preferred Stock together with the holders of the Series E Preferred Stock.

Impact on Dividend of Common Stock

Pursuant to the terms of our Series C Preferred Stock, we are not able to declare or pay a dividend on our common stock unless we simultaneously declare and pay such dividend on the Series C Preferred Stock. Pursuant to the terms of each of our Series E Preferred Stock and our Series F Preferred Stock, we are not able to declare or pay any cash dividends on the common stock or on any of our preferred stock ranking junior to such series of preferred stock for any period until dividends on each of the Series E Preferred Stock and Series F Preferred Stock have been paid for such period. We have not paid dividends on the Series E Preferred Stock and Series F Preferred Stock since their issuance in 2009, and no dividends have been paid on the our common stock since the third quarter of 2008. As of September 30, 2010, two directors were elected by the holders of the Series E Preferred Stock and Series F Preferred Stock pursuant to the terms of those securities.

Other Restrictions under Series C Purchase Agreement, Series E Securities Exchange Agreement and Series F Purchase Agreement

Pursuant to the Series C Purchase Agreement, so long as the Trust owns and is entitled to own upon conversion of the Series C Preferred Stock, in aggregate, 50% or more of the shares of our common stock convertible under and converted from the Series C Preferred Stock, we may not, without the prior written consent of the Trust, subject to

certain exceptions, issue or grant (i) any capital stock; (ii) any rights or securities exercisable or exchangeable for or convertible into any capital stock; or (iii) any stock appreciation rights, phantom stock rights, or any other profit participation rights, or any rights or options to acquire any such rights.

Among other things, the Series E Securities Exchange Agreement and the Series F Purchase Agreement restrict our ability and the ability of our subsidiaries to, subject to certain exceptions, (i) declare or pay any dividend or distribution on the common stock, or (ii) repurchase any shares of our common stock or other capital stock, without consent of the Department of the Treasury, prior to the earlier of (x) April 17, 2012, and (y) when the Department of the Treasury and its affiliate cease to be holders of the Series E Preferred Stock or Series F Preferred Stock, as the case may be.

Warrants

Series D Warrant

On November 25, 2008, we issued to the Department of the Treasury a warrant (the "Series D Warrant") to purchase up to 2,689,938 shares of our common stock, as adjusted to reflect the effect of the one-for-twenty reverse stock split of our common stock. The Series E Securities Exchange Agreement permits the Department of the Treasury in certain circumstances to elect to exchange the Series D Warrant for 2,689,938 shares of our Series C Preferred Stock instead of our common stock. The Series D Warrant is currently exercisable at an exercise price of \$50 per share. The ultimate number of shares of common stock or Series C Preferred Stock to be issued under the terms of the Series D Warrant and the exercise price of the Series D Warrant are also subject to certain customary anti-dilution adjustments as set forth in the Series D Warrant certificate, including among others, upon the issuances, in certain circumstances, of common stock or securities convertible into common stock.

The Series D Warrant has a term of 10 years and is exercisable at any time, in whole or in part. The Series D Warrant is not subject to any contractual restrictions on transfer other than such as are necessary to ensure compliance with U.S. federal and state securities laws. The Department of the Treasury has agreed that it will not exercise any voting rights with respect to the common stock issued upon exercise of the Series D Warrant. We will be obligated, at the request of the Department of the Treasury, to file a registration statement with respect to the Series D Warrant and the common stock for which the Series D Warrant can be exercised. If the Series D Preferred Stock is redeemed in whole or is transferred in whole to one or more third parties, we may repurchase the Series D Warrant then held by the Department of the Treasury at any time thereafter for its fair market value so long as no holder of the Series D Warrant controls or has the potential to control us.

Series F Warrant

On April 17, 2009, we issued to the Department of the Treasury a warrant (the "Series F Warrant") to purchase up to 150 shares of our common stock, as adjusted to reflect the effect of the one-for-twenty reverse stock split of our common stock, pursuant to the Series F Purchase Agreement. The Series F Warrant is currently exercisable at an exercise price of \$0.00002 per share. The ultimate number of shares of common stock to be issued under the terms of the Series F Warrant and the exercise price of the Series F Warrant are subject to certain customary anti-dilution adjustments as set forth in the Series F Warrant certificate, including among others, upon the issuances, in certain circumstances, of common stock or securities convertible into common stock.

The Series F Warrant has a term of 10 years and is exercisable at any time, in whole or in part. The Series F Warrant is not subject to any contractual restrictions on transfer other than such as are necessary to ensure compliance with U.S. federal and state securities laws. The Department of the Treasury has agreed that it will not exercise any voting rights with respect to the common stock issued upon exercise of the Series F Warrant. We will be obligated, at the request of the Department of the Treasury, to file a registration statement with respect to the Series F Warrant and the common stock for which the Series F Warrant can be exercised. If the Series F Preferred Stock is redeemed in whole or is transferred in whole to one or more unaffiliated third parties, we may repurchase the Series F Warrant and any common stock issuable upon exercise of the Series F Warrant then held by the Department of the Treasury at any time thereafter for their fair market value so long as the Department of the Treasury does not control or have the potential to control us.

Impact of Other Securities and Other Restrictions

Junior Subordinated Debentures

We have previously issued junior subordinated debentures that contain provisions that restrict our activities with respect to our common stock. Specifically, the issued debentures provide that if an event of default has occurred and is continuing with respect to the issued debentures or we have given notice of our election to defer interest payments on the issued debentures but the related deferral period has not yet commenced or a deferral period is continuing, then we will not, and will not permit any of our subsidiaries to, subject to certain exceptions under the applicable series of the junior subordinated debentures: (a) declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any shares of our capital stock, (b) make any payment of principal of, or interest or premium, if any, on, or repay, purchase or redeem any of our debt securities that upon our liquidation rank *pari passu* with or junior to the issued debentures or (c) make any guarantee payments with respect to any of our guarantees of the securities of any subsidiary if such guarantee ranks *pari passu* with, or junior in interest to, the issued debentures.

In addition, if any deferral period for certain of the issued debentures lasts longer than one year, neither we nor any of our subsidiaries will be permitted to purchase, redeem or otherwise acquire any securities ranking junior to or *pari passu* with any common stock, certain qualifying warrants and certain qualifying non-cumulative preferred stock, the proceeds of which were used to settle deferred interest during the relevant deferral period until the first anniversary of the date on which all deferred interest has been paid, subject to the exceptions listed above. However, if we are involved in a business combination where immediately after its consummation more than 50% of the surviving or resulting entity's voting stock is owned by the shareholders of the other party to the business combination or continuing directors cease for any reason to constitute a majority of the surviving or resulting entity's board of directors, then the one-year restriction on repurchases described in the previous sentence will not apply to any deferral period that is terminated on the next interest payment date following the date of consummation of the business combination.

As of June 30, 2010, we had \$11.4 billion aggregate principal amount of such junior subordinated debentures outstanding in various series, and we have not deferred any interest payment under such junior subordinated debentures.

FRBNY Credit Facility

We entered into a senior secured credit facility (the "FRBNY Credit Facility") with the Federal Reserve Bank of New York ("FRBNY") under the Credit Agreement, dated as of September 22, 2008, as amended from time to time, between us and the FRBNY.

Under the FRBNY Credit Facility, we are currently restricted from declaring or paying dividends or distributions on the common stock, or repurchasing any common stock subject to certain exceptions in connection with the employee benefits plans. So long as no default shall have occurred thereunder, the FRBNY Credit Facility permits payments of non-cumulative cash dividends on our Series E Preferred Stock and Series F Preferred Stock at a rate not to exceed 10% per annum.

DESCRIPTION OF THE EQUITY UNITS

The section summarizes some of the terms of the Equity Units. This summary does not purport to be complete and is qualified by the documents governing those terms which contain the full legal text of the matters described in this section. Such documents have been filed with the SEC or incorporated by reference as exhibits to the registration statement of which this document forms a part. You should refer to these documents for more information.

The Equity Units were issued on May 16, 2008 under the purchase contract agreement and pledge agreement between us and The Bank of New York Mellon (formally known as The Bank of New York), whom we refer to as the purchase contract agent, and Wilmington Trust Company, as collateral agent, custodial agent and securities intermediary (the “collateral agent”). Equity Units may be either Corporate Units or Treasury Units. The Equity Units initially consisted of 78,400,000 Corporate Units, each with a stated amount of \$75, which will reduce by \$25 on each stock purchase date.

Corporate Units

Each Corporate Unit consists of a unit comprising:

- (a) a stock purchase contract under which, subject to a holder’s early settlement right as described under “Description of the Stock Purchase Contracts — Early Settlement,”
 - (1) the holder is obligated to purchase from us, and we are obligated to sell to the holder, for \$25, a number of shares of our common stock equal to the applicable settlement rate described below under “Description of the Stock Purchase Contracts — Purchase of Common Stock” (which settlement rate is subject to anti-dilution adjustments under the circumstances set forth under “Description of the Stock Purchase Contracts — Anti-Dilution Adjustments”) on each of February 15, 2011, May 1, 2011 and August 1, 2011, or the next business day (as defined herein) if any such day is not a business day (each such date, a “stock purchase date”); and
 - (2) we are obligated to pay the holder quarterly contract adjustment payments:
 - from and including the issue date to but excluding the first stock purchase date at an annual rate of 2.7067% on the initial stated amount of \$75 per stock purchase contract;
 - from and including the first stock purchase date to but excluding the second stock purchase date at an annual rate of 2.6450% on the adjusted stated amount of \$50 per stock purchase contract; and
 - from and including the second stock purchase date to but excluding the third stock purchase date at an annual rate of 2.6100% on the adjusted stated amount of \$25 per stock purchase contract.
- (b) a 1/40, or 2.5%, undivided beneficial ownership interest in one or more of the following Debentures, each with a principal amount of \$1,000:
 - (1) a Series B-1 Junior Subordinated Debenture, or “Series B-1 Debenture,” initially due February 15, 2041;
 - (2) a Series B-2 Junior Subordinated Debenture, or “Series B-2 Debenture,” initially due May 1, 2041; and
 - (3) a Series B-3 Junior Subordinated Debenture, or “Series B-3 Debenture,” initially due August 1, 2041.

The Series B-1 Debentures, the Series B-2 Debentures and the Series B-3 Debentures are referred to collectively as the “Debentures.” On the remarketing settlement date for any series of Debentures, the undivided beneficial ownership interest in such Debenture will be replaced with an interest in a portfolio of U.S. Treasury securities, which we refer to as the Treasury portfolio.

Upon the initial issuance of the Equity Units, the purchase price of each Equity Unit was allocated between the related stock purchase contract and the related beneficial interest in each Debenture in proportion to their respective

fair market values at the time of issuance. We reported the fair market value of each such 1/40, or 2.5%, undivided beneficial ownership interest with a principal amount of \$1,000 as \$25 and the fair market value of the stock purchase contract as \$0. This position generally is binding on the beneficial owner of each Equity Unit but not on the IRS.

As long as an Equity Unit is in the form of a Corporate Unit, your beneficial interest in the Debentures (or, in the case of successful remarketing after the applicable remarketing settlement date and prior to the applicable stock purchase date, the Treasury portfolio) forming a part of the Corporate Unit remains pledged to us through the collateral agent to secure your obligation to purchase shares of our common stock under the stock purchase contract forming part of such Corporate Unit. Holders of Corporate Units receive interest paid on Debentures pledged in relation to their Equity Units despite our security interest.

Creating Treasury Units

Each holder of 40 Corporate Units has the right at any time other than during a blackout period as described below to create Treasury Units by substituting interests in the applicable qualifying treasury securities (as described below) for such holder's ownership interests in the Debentures held by the collateral agent, in an amount at maturity equal to the principal amount of the Debentures for which substitution is being made. Because qualifying treasury securities are issued in integral multiples of \$1,000, holders of Corporate Units may make this substitution only in integral multiples of 40 Corporate Units. Accordingly, prior to the close of business on the second business day prior to the first remarketing period start date (as defined under "Description of the Stock Purchase Contracts — Remarketing"), to create Treasury Units from Corporate Units a holder must substitute a qualifying treasury security with a principal amount of \$1,000 described in each of the three bullet points below for each 40 Corporate Units. After the first remarketing period (or if the remarketing of the Series B-1 Debentures is successful, after the first stock purchase date) and prior to the close of business on the second business day prior to the second remarketing period start date, to create Treasury Units from Corporate Units a holder must substitute a qualifying treasury security described in each of the second and third bullet points below with a principal amount of \$1,000 for each 40 Corporate Units. After the second remarketing period (or if the remarketing of the Series B-2 Debentures is successful, after the second stock purchase date) and prior to the close of business on the second business day prior to the third remarketing period start date, to create Treasury Units from Corporate Units a holder must substitute a qualifying treasury security described in the third bullet point below with a principal amount of \$1,000 for each 40 Corporate Units. Substitutions will not be permitted following the close of business on the second business day prior to a remarketing period start date and prior to the end of the applicable remarketing period or, if the applicable remarketing is successful, the applicable stock purchase date. We refer to the periods during which substitutions are not permitted as "blackout periods."

The interests in the applicable "qualifying treasury securities" that must be substituted in order to create each Treasury Unit consist of:

- until the first stock purchase date, a 1/40, or 2.5%, undivided beneficial ownership interest in a zero-coupon U.S. Treasury security (CUSIP No. 912820GC5) that matures on such stock purchase date with a principal amount at maturity of \$1,000;
- until the second stock purchase date, a 1/40, or 2.5%, undivided beneficial ownership interest in a zero-coupon U.S. Treasury security (CUSIP No. 921820NA1) that matures on the day prior to such stock purchase date with a principal amount at maturity of \$1,000; and
- until the third stock purchase date, a 1/40, or 2.5%, undivided beneficial ownership interest in a zero-coupon U.S. Treasury security (CUSIP No. 912820NK9) that matures on the day prior to such stock purchase date with a principal amount at maturity of \$1,000.

These substitutions will create Treasury Units, and the applicable series of Debentures will be released to the holder and be separately tradable from the Treasury Units.

Each Treasury Unit consists of a unit with an initial stated amount of \$75, which will reduce by \$25 on each stock purchase date, and consists of:

- (a) a stock purchase contract under which, subject to a holder's early settlement right:
 - (1) the holder is obligated to purchase from us, and we are obligated to sell to the holder, not later than on each stock purchase date, for \$25 in cash, a number of shares of our common stock equal to the settlement rate described below under "Description of the Stock Purchase Contracts — Purchase of Common Stock" (which settlement rate will be subject to anti-dilution adjustment under the circumstances set forth in "Description of the Stock Purchase Contracts — Anti-Dilution Adjustments"), and
 - (2) we are obligated to pay the holder quarterly contract adjustment payments:
 - from and including the issue date to but excluding the first stock purchase date, at an annual rate of 2.7067% on the initial stated amount of \$75 per stock purchase contract;
 - from and including the first stock purchase date to but excluding the second stock purchase date, at the annual rate of 2.6450% on the adjusted stated amount of \$50 per stock purchase contract; and
 - from and including the second stock purchase date to but excluding the third stock purchase date, at the annual rate of 2.6100% on the adjusted stated amount of \$25 per stock purchase contract; and
- (b) a 1/40, or 2.5%, undivided beneficial ownership interest in the applicable qualifying treasury securities.

To create 40 Treasury Units, a Corporate Unit holder must:

- deposit with the collateral agent \$1,000 principal amount at maturity of each qualifying treasury security then constituting part of a Treasury Unit, which must be purchased in the open market at the Corporate Unit holder's expense, and
- transfer 40 Corporate Units to the purchase contract agent accompanied by a notice stating that the holder has deposited each such qualifying treasury security with the collateral agent and requesting the release to the holder of the Debentures relating to 40 Corporate Units.

Upon the deposit and receipt of an instruction from the purchase contract agent, the collateral agent will release the related Debentures from the pledge under the pledge agreement, free and clear of our security interest, to the purchase contract agent. The purchase contract agent then will:

- cancel the 40 Corporate Units,
- transfer the related Debentures to the holder, and
- deliver 40 Treasury Units to the holder.

The qualifying treasury securities will be substituted for the Debentures and will be pledged to us through the collateral agent to secure the holder's obligation to purchase common stock under the related stock purchase contracts. The related Debentures released to the holder thereafter will trade separately from the resulting Treasury Units.

Recreating Corporate Units

Each holder of 40 Treasury Units has the right at any time other than during a blackout period as described below to recreate Corporate Units by substituting interests in the applicable Debentures for such holder's ownership interest in the qualifying treasury securities held by the collateral agent, in an amount equal to the principal amount at maturity of the qualifying treasury securities for which substitution is being made. Because qualifying treasury securities are issued in integral multiples of \$1,000, holders of Treasury Units may make this substitution only in integral multiples of 40 Treasury Units. Accordingly, prior to the close of business on the second business day prior to the first remarketing period start date, to recreate Corporate Units from Treasury Units a holder must substitute Debentures of each series with a principal amount of \$1,000 for each 40 Treasury Units. After the first remarketing

period (or if the remarketing of the Series B-1 Debentures is successful, after the first stock purchase date) and prior to the close of business on the second business day prior to the second remarketing period start date, to recreate Corporate Units from Treasury Units a holder must substitute Series B-2 Debentures and Series B-3 Debentures with a principal amount of \$1,000 for each 40 Treasury Units. After the second remarketing period (or if the remarketing of the Series B-2 Debentures is successful, after the second stock purchase date) and prior to the close of business on the second business day prior to the third remarketing period start date, to recreate Corporate Units from Treasury Units a holder must substitute Series B-3 Debentures with a principal amount of \$1,000 for each 40 Treasury Units. Substitutions are not permitted during blackout periods.

These substitutions will recreate Corporate Units, and the applicable qualifying treasury securities will be released to the holder and be separately tradable from the Corporate Units.

To recreate 40 Corporate Units, a Treasury Unit holder must:

- deposit with the collateral agent the following Debentures, each with a principal amount of \$1,000, which must be purchased in the open market at the Corporate Unit holder's expense:
 - a Series B-3 Debenture; and
 - if prior to the second stock purchase date, a Series B-2 Debenture, and
 - if prior to the first stock purchase date, a Series B-1 Debenture, and
- transfer 40 Treasury Units to the purchase contract agent accompanied by a notice stating that the Treasury Unit holder has deposited \$1,000 principal amount of Debentures with the collateral agent and requesting the release to the holder of the qualifying treasury securities relating to the Treasury Units.

Upon the deposit and receipt of an instruction from the purchase contract agent, the collateral agent will release the related qualifying treasury securities from the pledge under the pledge agreement, free and clear of our security interest, to the purchase contract agent. The purchase contract agent will then:

- cancel the 40 Treasury Units,
- transfer the related qualifying treasury securities to the holder, and
- deliver 40 Corporate Units to the holder.

The substituted Debentures will be pledged to us through the collateral agent to secure the Corporate Unit holder's obligation to purchase common stock under the related stock purchase contracts.

Holders that elect to substitute pledged securities, thereby creating Treasury Units or recreating Corporate Units, will be responsible for any fees or expenses payable in connection with the substitution.

Current Payments

Each holder of Corporate Units is entitled to receive quarterly cash distributions consisting of interest payments on the holder's undivided beneficial ownership interest in each series of Debentures (or *pro rata* distributions on the applicable ownership interest in the Treasury portfolio if it has replaced a series of Debentures as a component of Corporate Units) and quarterly contract adjustment payments payable by us:

- from and including the issue date to but excluding the first stock purchase date:
 - interest at the annual rate of 5.67% on your 1/40, or 2.5%, interest in a Series B-1 Debenture with a principal amount of \$1,000;
 - interest at the annual rate of 5.82% on your 1/40, or 2.5%, interest in a Series B-2 Debenture with a principal amount of \$1,000;
 - interest at the annual rate of 5.89% on your 1/40, or 2.5%, interest in a Series B-3 Debenture with a principal amount of \$1,000, and

- contract adjustment payments at the annual rate of 2.7067% on the initial stated amount of \$75 per stock purchase contract;
- from and including the first stock purchase date to but excluding the second stock purchase date:
 - interest at the annual rate of 5.82% on your 1/40, or 2.5%, interest in a Series B-2 Debenture with a principal amount of \$1,000;
 - interest at the annual rate of 5.89% on your 1/40, or 2.5%, interest in a Series B-3 Debenture with a principal amount of \$1,000;
- contract adjustment payments at the annual rate of 2.6450% on the adjusted stated amount of \$50 per stock purchase contract; and
- from and including the second stock purchase date to but excluding the third stock purchase date, interest at the annual rate of 5.89% on your 1/40, or 2.5%, interest in a Series B-3 Debenture with a principal amount of \$1,000, and contract adjustment payments at the annual rate of 2.6100% on the adjusted stated amount of \$25 per stock purchase contract.

These payments are subject to deferral as described under “— Deferral of Payments on Equity Units” and are subordinated to our obligations as described under “— Ranking.”

Holders of Treasury Units are entitled to receive quarterly contract adjustment payments payable by us:

- from and including the issue date to but excluding the first stock purchase date at the annual rate of 2.7067% on the initial stated amount of \$75 per stock purchase contract;
- from and including the first stock purchase date to but excluding the second stock purchase date, at the annual rate of 2.6450% on the adjusted stated amount of \$50 per stock purchase contract; and
- from and including the second stock purchase date to but excluding the third stock purchase date, at the annual rate of 2.6100% on the adjusted stated amount of \$25 per stock purchase contract.

These payments are subject to deferral as described under “— Deferral of Payments on Equity Units” and are subordinated to our obligations as described under “— Ranking.”

If an early settlement date occurs due to a cash merger as described in “Description of the Stock Purchase Contracts — Early Settlement upon Cash Merger,” contract adjustment payments will cease to accrue on the early settlement date. If any other early settlement of the stock purchase contracts occurs (in the case of an early settlement other than upon a cash merger), contract adjustment payments will cease to accrue on the most recent quarterly payment date on or before such other early settlement, and if the early settlement date falls after the record date for a contract adjustment payment and prior to the contract adjustment payment date, the holder electing early settlement must pay to the purchase contract agent, on the early settlement date, the amount of such contract adjustment payment, unless such payment has been deferred as described below under “— Deferral of Payments on Equity Units.”

There will be no distributions in respect of the qualifying treasury securities that are a component of the Treasury Units but holders of the Treasury Units will continue to receive the scheduled quarterly interest payments on the Debentures that were released to them when the Treasury Units were created for as long as they hold the Debentures. We make these payments on the Corporate Units and the Treasury Units quarterly in arrears on February 1, May 1, August 1 and November 1 of each year, but if any of these days is not a business day, we make the payment on the next business day and no interest will be payable as a result of that delay. Following a successful remarketing of any series of Debentures, unless we have elected to remarket that series of Debentures as floating-rate Debentures, interest on such series of Debentures will be payable on a semi-annual basis on May 1 and November 1 of each year in the case of the Series B-1 Debentures and Series B-3 Debentures or on February 1 and August 1 of each year in the case of the Series B-2 Debentures, in each case commencing on the next such date following the applicable stock purchase date.

Deferral of Payments on Equity Units

We may defer contract adjustment payments in respect of the Equity Units at any time and from time to time. Deferred contract adjustment payments will accrue interest until paid, compounded on each payment date for the Equity Units, at the annual rate of 5.67%. If on the third stock purchase date we do not pay all accrued and unpaid contract payments in cash, each holder of an Equity Unit will receive (net of any required tax withholding on such contract adjustment payments, which shall be remitted to the appropriate taxing jurisdiction), in our sole discretion, either a number of shares of our common stock (in addition to the number of shares of common stock per Equity Unit equal to the applicable settlement rate) equal to the aggregate amount of deferred contract payments payable to such holder divided by the greater of the applicable market value and \$250.34, subject to anti-dilution adjustments, or additional Debentures ("additional Debentures"), in our sole discretion, in a principal amount equal to the aggregate amount of deferred contract payments. The additional Debentures will mature on the later of August 1, 2014 and the date five years after the commencement of the deferral period, bear interest at an annual rate equal to the then market rate of interest for similar instruments (not to exceed 10%), as determined by a nationally recognized investment banking firm selected by us, rank *pari passu* with the Debentures and our outstanding parity securities and be subject to deferral on the same basis as the Debentures and be redeemable at our option at any time at their principal amount plus accrued and unpaid interest thereon through the date of redemption.

We may also defer the payment of interest on any series of Debentures on any interest payment date prior to the applicable remarketing period start date. Deferred interest will accrue interest until paid, compounded on each interest payment date, at the annual rate originally applicable to such series of Debentures. We may pay deferred interest in cash or in the form of additional Debentures in a principal amount equal to the aggregate amount of deferred interest at any time; provided that if any deferred interest has not been paid on or prior to the applicable stock purchase date, we must pay it, in cash or in the form of additional Debentures in a principal amount equal to the aggregate amount of deferred interest on such date, to the holders of such series of Debentures, whether or not they participate in the applicable remarketing.

Subject to certain exceptions described under "Description of the Debentures — Dividend and Other Payment Stoppages during Interest Deferral and under Certain Other Circumstances," if we have given notice of our election to defer or are deferring any contract adjustment payments or interest payments or if any additional Debentures are outstanding, we and our subsidiaries generally may not make payments on or redeem or purchase our capital stock or our debt securities or guarantees ranking *pari passu* with or junior to the Debentures.

During any deferral period, interest will continue to accrue on the Debentures and holders of Debentures or Corporate Units that are outstanding will be required to accrue such deferred interest income on a constant-yield basis in the form of original issue discount for U.S. federal income tax purposes prior to the receipt of cash attributable to such income, regardless of the method of accounting used by the holders.

As of October 7, 2010, the day before commencement of the exchange offer, we have not deferred any payment on the Equity Units.

Ranking

Each series of Debentures constitutes one series of AIG's junior subordinated debentures and was issued by AIG under the junior subordinated debt indenture, dated as of March 13, 2007, as supplemented (the "*junior debt indenture*"). The Debentures rank *pari passu* with our:

- \$1,000,000,000 aggregate principal amount of 6.25% Series A-1 Junior Subordinated Debentures,
- £750,000,000 aggregate principal amount of 5.75% Series A-2 Junior Subordinated Debentures,
- €1,000,000,000 aggregate principal amount of 4.875% Series A-3 Junior Subordinated Debentures,
- \$750,000,000 aggregate principal amount of 6.45% Series A-4 Junior Subordinated Debentures,
- \$1,100,000,000 aggregate principal amount of 7.70% Series A-5 Junior Subordinated Debentures,
- \$4,000,000,000 aggregate principal amount of 8.175% Series A-6 Junior Subordinated Debentures,

- €750,000,000 aggregate principal amount of 8.000% Series A-7 Junior Subordinated Debentures, and
- £900,000,000 aggregate principal amount of 8.625% Series A-8 Junior Subordinated Debentures (collectively, the “outstanding parity securities”).

We may issue additional series of junior subordinated debentures that rank *pari passu* with the Debentures.

The Debentures and our obligations to make contract adjustment payments are unsecured, rank junior in payment to all of our existing and future “senior debt,” as defined under “Description of the Debentures — Subordination,” including the senior secured debt under the FRBNY Credit Facility, and are effectively subordinated to all liabilities of our subsidiaries. Substantially all of our existing indebtedness, other than the outstanding parity securities, is senior debt, and a significant amount of our existing indebtedness consists of our senior secured debt under the FRBNY Credit Facility. Each series of Debentures will automatically cease to be subordinated and become senior, unsecured obligations of AIG upon the applicable remarketing settlement date.

Voting and Certain Other Rights

Holders of stock purchase contracts forming part of the Corporate Units or Treasury Units, in such capacities, have no voting or other rights in respect of the common stock.

Listing of the Securities

The Corporate Units are listed on the NYSE under the symbol “AIG-PrA”. Unless and until substitution has been made as described under “— Creating Treasury Units” or “— Recreating Corporate Units,” the Debentures will not trade separately from the Corporate Units or Treasury Units. The Debentures (or after a successful remarketing of any series of Debentures and prior to the applicable stock purchase date, the interest in the Treasury portfolio) trade as a unit with the stock purchase contract component of the Corporate Units, and the qualifying treasury security component will trade as a unit with the stock purchase contract component of the Treasury Units. If the Treasury Units or the Debentures of any series are separately traded to a sufficient extent that applicable exchange listing requirements are met, we may endeavor, but are not obligated, to list the Treasury Units or the Debentures of such series on the same exchange as the Corporate Units are then listed, including, if applicable, the NYSE.

Subsequent Repurchases

Following completion of the exchange offer, to the extent permitted by applicable law, we may repurchase additional Corporate Units in the open market, in privately negotiated transactions or otherwise. Future purchases of Corporate Units may be on terms that are more or less favorable than those of the exchange offer. Future repurchases, if any, will depend on many factors, including market conditions and the condition of our business.

DESCRIPTION OF THE STOCK PURCHASE CONTRACTS

This section summarizes some of the terms of the purchase contract agreement, stock purchase contracts, pledge agreement, remarketing agreement and junior debt indenture. The summary does not purport to be complete and is qualified by the purchase contract agreement, pledge agreement, remarketing agreement and junior debt indenture, which contain the full legal text of the matters described in this section. Such documents have been filed with the SEC or incorporated by reference as exhibits to the registration statement of which this document forms a part. You should refer to these documents for more information.

As used under this caption, “Description of the Stock Purchase Contracts,” references to “we,” “us,” “our” and other similar references mean American International Group, Inc., excluding, unless otherwise expressly stated or the context otherwise requires, its subsidiaries.

Purchase of Common Stock

Subject to a holder’s early settlement right as described below under “Early Settlement” and “— Early Settlement upon Cash Merger,” each stock purchase contract underlying a Corporate Unit or Treasury Unit obligates the holder of the stock purchase contract to purchase, and us to sell, on each of the three stock purchase dates, for \$25 in cash, a number of newly issued shares of our common stock equal to the settlement rate. The settlement rate will, subject to adjustment under the circumstances described in “— Anti-Dilution Adjustments” and “— Early Settlement upon Cash Merger,” be as follows:

- If the applicable market value of our common stock is equal to or greater than the threshold appreciation price of \$912.00, the settlement rate will be 0.02741 shares of our common stock, which is approximately equal to \$25 divided by the threshold appreciation price, and which we refer to as the “minimum settlement rate.”
- If the applicable market value of our common stock is less than the threshold appreciation price but greater than the reference price of \$760.00, a number of shares of our common stock equal to \$25 divided by the applicable market value.
- If the applicable market value of our common stock is less than or equal to the reference price of \$760.00, the settlement rate will be 0.03289 shares of our common stock, which is approximately equal to \$25 divided by the reference price, and which we refer to as the “maximum settlement rate” and together with the minimum settlement rate as the “fixed settlement rates.”

Based on the applicable market value of our common stock as of October 7, 2010, the date before the commencement of the exchange offer, the settlement rate would be 0.03289, the maximum settlement rate, on each stock purchase date.

Each settlement rate, the threshold appreciation price and the reference rate have been adjusted to reflect the one-for-twenty reverse common stock split that became effective June 30, 2009.

If you elect to settle your stock purchase contract early in the manner described under “— Early Settlement,” the number of shares of our common stock issuable upon settlement of each \$25 portion of the stated amount of such stock purchase contract will be equal to the minimum settlement rate, subject to adjustment as described under “— Anti-Dilution Adjustments.”

The “applicable market value” with respect to any stock purchase contract date means the average of the volume weighted average price per share of our common stock (or exchange property units, as defined under “— Anti-Dilution Adjustments,” in which the stock purchase contracts will be settled following a reorganization event) on each of the 20 consecutive trading days ending on the third trading day immediately preceding such stock purchase date, which 20-trading day period we refer to as the “observation period,” subject to anti-dilution adjustments under the circumstances set forth under “— Anti-Dilution Adjustments” below. Following a reorganization event, references to the purchase or issuance of shares of our common stock pursuant to stock purchase contracts will be construed to be references to settlement into exchange property units, and references to the purchase or issuance of any specified number of shares of common stock upon the settlement of stock purchase contracts will be construed to be references to settlements into the same number of exchange property units. For

purposes of calculating the exchange property unit value, (x) the value of any common stock included in the exchange property unit will be determined using the average of the volume weighted average price per share of such common stock on each of the 20 consecutive trading days ending on the third trading day immediately preceding the applicable stock purchase date and (y) the value of any other property, including securities other than common stock, included in the exchange property unit will be the value of such property on the first trading day of the applicable observation period (as determined in good faith by our board of directors, whose determination shall be conclusive and described in a board resolution).

The threshold appreciation price represents a 20% appreciation over the reference price.

"Volume weighted average price" or "VWAP" per share of our common stock on any trading day means such price as displayed on Bloomberg (or any successor service) page AIG UN <Equity> AQR in respect of the period from 9:30 a.m. to 4:00 p.m., New York City time, on such trading day; or, if such price is not available, the volume weighted average price means the market value per share of our common stock on such day as determined by a nationally recognized independent investment banking firm retained by us for this purpose.

A "trading day" means a day on which the common stock:

- at the close of regular way trading (not including extended or after hours trading) is not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business, and
- has traded at least once regular way on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of our common stock.

We will not issue any fractional shares of common stock pursuant to the stock purchase contracts. In lieu of fractional shares otherwise issuable (calculated on an aggregate basis) in respect of stock purchase contracts being settled by a holder of Equity Units on each stock purchase date, the holder will be entitled to receive an amount in cash equal to the fraction of a share multiplied by the closing sales price of our common stock on the trading day immediately preceding the applicable stock purchase date.

On the business day immediately preceding each stock purchase date, unless:

- a holder of Corporate Units or Treasury Units has settled or provided for the settlement of the related stock purchase contracts prior to such stock purchase date through the early delivery of cash to the purchase contract agent in the manner described under "— Early Settlement," "— Early Settlement upon Cash Merger" or "— Notice to Settle with Cash," or
- an event described under "— Termination" has occurred,

then,

- in the case of Corporate Units where the Treasury portfolio has replaced the applicable series of Debentures as a component of the Corporate Units, a portion of the proceeds equal to the stated amount of \$25 per Corporate Unit of the applicable ownership interest in the Treasury portfolio, when paid at maturity, will automatically be applied to satisfy in full the holder's obligation to purchase common stock under the related stock purchase contracts on such stock purchase date,
- in the case of Corporate Units where the Treasury portfolio has not replaced the Debentures as a component of the Corporate Units, we will exercise our rights as a secured creditor in compliance with applicable law, including, without limitation, disposition of that series of Debentures or applying that series of Debentures (but not any additional Debentures issued to pay deferred interest on such Debentures) against your obligation to purchase shares of our common stock under the related stock purchase contracts on such stock purchase date, and
- in the case of Treasury Units, the principal amount of the applicable qualifying treasury securities, when paid at maturity, will automatically be applied to satisfy in full the holder's obligation to purchase common stock under the related stock purchase contracts on such stock purchase date.

The common stock will then be issued and delivered to the holder or the holder's designee, upon presentation and (on or after the third stock purchase date) surrender of the Corporate Units or Treasury Units (which, in the case of Equity Units evidenced by physical certificates, must be made by presentation and surrender of such certificates) and payment by the holder of any transfer or similar taxes payable in connection with the issuance of the common stock to any person other than the holder. Until the delivery of the shares of our common stock, the holder of an Equity Unit will have no rights as a shareholder of AIG; holders of Equity Units will become record holders of our common stock at the close of business on the delivery date of the shares of our common stock.

Each holder of Corporate Units or Treasury Units, by acceptance of these securities, is deemed to have:

- irrevocably agreed to be bound by the terms and provisions of the related stock purchase contracts and the pledge agreement and to have agreed to perform its obligations thereunder for so long as the holder remains a holder of the Corporate Units or Treasury Units, and
- duly appointed the purchase contract agent as the holder's attorney-in-fact to enter into and perform the related stock purchase contracts and pledge agreement on behalf of and in the name of the holder.

In addition, each beneficial owner of Corporate Units or Treasury Units, by acceptance of the beneficial interest therein, is deemed to have agreed to treat:

- itself as the owner of the applicable ownership interests in the related Debentures, Treasury portfolio or qualifying treasury securities, as the case may be, and
- the Debentures as indebtedness for all U.S. federal income tax purposes.

Remarketing

Pursuant to a remarketing agreement among us, the purchase contract agent and the remarketing agents, the remarketing agents will attempt to remarket the Debentures of each series held by Corporate Unit holders as part of Corporate Units during the applicable remarketing period and Debentures of such series that are not part of Corporate Units but whose holders have elected to participate in the remarketing as described under "Description of the Debentures — Optional Remarketing." Each remarketing will take place during a 30-day period (a "remarketing period") ending on a date that is not less than three business days prior to the date one month prior to the applicable stock purchase date. We refer to the first day of each remarketing period as a "remarketing period start date." If a successful remarketing occurs, settlement will take place on the third business day following the date of the successful remarketing, or the "remarketing settlement date."

For each remarketing, the remarketing agents will be required to use commercially reasonable efforts to obtain a price for the remarketed Debentures that results in proceeds, net of the 0.25% remarketing fee, of at least 100% of the sum of the Treasury portfolio purchase price and the separate Debentures purchase price, as defined below. To obtain that price, the remarketing agents, in consultation with us, may reset the interest rate on the series of Debentures being remarketed at a new fixed or floating rate as described below. We have the right to postpone the remarketing in our absolute discretion on any day prior to the last five business days of a remarketing period. A remarketing will be considered successful and no further attempts to remarket will be made if the resulting proceeds, net of the 0.25% remarketing fee, are at least 100% of the sum of the Treasury portfolio purchase price and the separate Debentures purchase price.

The "separate Debentures purchase price" means the amount in cash equal to the product of (A) the remarketing price per Debenture (as defined below) and (B) the number of Debentures included in such remarketing that are not part of Corporate Units, which we refer to as "separate Debentures."

In the event of a successful remarketing, each holder of a separate Debenture will receive the "remarketing price per Debenture," which, for each \$1,000 principal amount of Debentures, is an amount in cash equal to the quotient of the Treasury portfolio purchase price divided by the number of Debentures included in such remarketing that are held as components of Corporate Units. Each holder of a Corporate Unit whose Debenture of the applicable series is included in a successful remarketing will receive an applicable ownership interest in the Treasury portfolio equal to the remarketing price per Debenture.

In the event of a successful remarketing of the Debentures of any series, on the applicable remarketing settlement date, the portion of the proceeds from the remarketing equal to the separate Debentures purchase price will be paid to holders of separate Debentures remarketed in a remarketing, and the portion of the proceeds from the remarketing equal to the Treasury portfolio purchase price will be applied to purchase the Treasury portfolio consisting of:

- U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to the applicable stock purchase date in an aggregate amount equal to the principal amount of the Debentures that were formerly included in Corporate Units but that were remarketed, and
- U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to the applicable stock purchase date in an aggregate amount at maturity equal to the aggregate interest that would have accrued from and including the immediately preceding interest payment date to but excluding the applicable stock purchase date (assuming no reset of the interest rate) on the aggregate principal amount of the Debentures that were formerly included in the Corporate Units but that were remarketed.

In the event we determine that the foregoing U.S. Treasury securities are not available, we may substitute for such U.S. Treasury securities one or more short-term discount obligations of one of our affiliates that are issued on the applicable remarketing settlement date, accrete interest at an arms'-length rate, have the same aggregate principal amount at maturity as the U.S. Treasury securities for which they are substituted and mature on or prior to the applicable stock purchase date.

The Treasury portfolio will be substituted for the Debentures of the applicable series as a component of the Corporate Units and will be pledged to us through the collateral agent to secure the Corporate Unit holders' obligation under the stock purchase contracts to purchase shares of our common stock on the applicable stock purchase date. On or promptly following the applicable remarketing settlement date, the remarketing agent will remit to the purchase contract agent any remaining portion of the proceeds for the benefit of the holders of the Corporate Units, the Debentures component of which were included in the remarketing. On the applicable stock purchase date, a portion of the proceeds from the Treasury portfolio equal to the principal amount of the Debentures previously included in the Corporate Units will automatically be applied to satisfy the Corporate Unit holders' obligation to purchase common stock under the stock purchase contracts on such stock purchase date and proceeds from the Treasury portfolio equal to the interest payment (assuming no reset of the interest rate) that would have accrued to the holders of Corporate Units on the Debentures (to but excluding the applicable stock purchase date) previously included in the Corporate Units on the applicable stock purchase date will be paid to the holders of the Corporate Units.

As used in this context, "Treasury portfolio purchase price" means the lowest aggregate ask-side price quoted by a primary U.S. government securities dealer to the quotation agent between 9:00 a.m. and 11:00 a.m., New York City time, on the date of a successful remarketing for the purchase of the Treasury portfolio described above for settlement the third business day immediately following such date. "Quotation agent" means any primary U.S. government securities dealer in New York City selected by us.

In connection with an attempted remarketing of a series of Debentures, the remarketing agent may reset the rate on such series of Debentures at a new fixed or floating rate. If the remarketing is successful and the rate is reset, the reset rate will apply to all outstanding Debentures of that series, whether or not the holders participated in such remarketing, and will become effective on the applicable remarketing settlement date. The interest rate on each series of Debentures will be the reset rate or, if we have elected to remarket such series of Debentures as floating-rate Debentures, the applicable index plus the reset spread determined by the remarketing agents, in consultation with us, such that the proceeds from such remarketing, net of the 0.25% remarketing fee, will be at least equal to 100% of the sum of the Treasury portfolio purchase price and the separate Debentures purchase price. The interest will be payable semi-annually if the Debentures are successfully remarketed at a fixed rate or quarterly if the Debentures are successfully remarketed at a floating rate.

We will cause a notice of any failed remarketing to be published on the business day immediately following the end of the remarketing period, by publication in a daily newspaper in the English language of general circulation in New York City, which is expected to be *The Wall Street Journal*. In addition, we will request, not later than seven nor

more than 15 calendar days prior to each remarketing period start date, that the depositary notify its participants holding Debentures, Corporate Units and Treasury Units of the remarketing.

If the Debentures have not been successfully remarketed during the remarketing period, the interest rate on the Debentures will not be reset.

Early Settlement

Subject to the conditions described below, a holder of Corporate Units or Treasury Units may settle the related stock purchase contracts in cash at any time, other than during a blackout period, on or prior to the second business day immediately preceding any stock purchase date by delivering the related Corporate Unit or Treasury Units (which, if they are in certificated form, must be surrendered at the offices of the purchase contract agent) and an Election to Settle Early form duly completed in accordance with the applicable procedures of the depositary (or, if the Equity Units are certificated, by completing the form of "Election to Settle Early" on the reverse side of such certificate completed and executed as indicated), accompanied by payment to us in immediately available funds of an amount equal to:

- the initial or adjusted stated amount per stock purchase contract multiplied by the number of stock purchase contracts being settled, plus
- if the delivery is made with respect to any stock purchase contract during the period after the close of business on any record date next preceding any quarterly payment date and prior to the opening of business on such payment date, an amount equal to the contract adjustment payments payable on the payment date with respect to all such stock purchase contracts.

If a holder of a Corporate Unit or Treasury Unit settles a stock purchase contract early (other than pursuant to the merger early settlement right as described below), such holder will not be entitled to any accrued contract adjustment payments, and if the early settlement date falls after the record date for a contract adjustment payment and prior to the contract adjustment payment date, the holder electing early settlement must pay to the purchase contract agent, on the early settlement date, the amount of such contract adjustment payment, unless such payment has been deferred as described below under "Description of the Equity Units — Deferral of Payments on Equity Units."

Holders of Equity Units may settle early only in integral multiples of 40 Equity Units.

So long as the Equity Units are evidenced by one or more global security certificates deposited with the depositary, procedures for early settlement will also be governed by standing arrangements between the depositary and the purchase contract agent. The early settlement right is also subject to the condition that, if required under the U.S. federal securities laws, we have a registration statement under the Securities Act in effect and a prospectus available covering the shares of common stock and other securities, if any, deliverable upon settlement of a stock purchase contract. We have agreed that, if required under the U.S. federal securities laws, we will use our commercially reasonable efforts to have a registration statement in effect and a prospectus available covering those shares of common stock and other securities to be delivered in respect of the stock purchase contracts being settled, in each case in a form that may be used in connection with the early settlement right.

Upon early settlement of the stock purchase contracts related to any Corporate Units or Treasury Units:

- except as described below in "— Early Settlement upon Cash Merger," the holder will receive the minimum settlement rate per \$25 stated amount of each Corporate Unit or Treasury Unit, subject to adjustment under the circumstances described under "— Anti-Dilution Adjustments," accompanied by an appropriate prospectus if required by law,
- the Debentures or the qualifying treasury securities, as the case may be, related to the Corporate Units or Treasury Units will be transferred to the holder free and clear of our security interest,
- the holder's right to receive future contract adjustment payments and any accrued and unpaid contract adjustment payments for the period since the most recent quarterly payment date will terminate (unless such early settlement occurs after the close of business on a record date and on or prior to the next succeeding

payment date, in which case the contract adjustment payment due and payable on such payment date will be paid, on such payment date, to the person who was the record holder of the applicable Equity Units on the applicable record date), and

- no adjustment will be made to or for the holder on account of any accrued and unpaid contract adjustment payments, except as referred to in the previous bullet.

If the purchase contract agent receives a Corporate Unit or Treasury Unit as described above accompanied by the completed “Election to Settle Early” (as described above) and required immediately available funds, from a holder of Corporate Units or Treasury Units by 5:00 p.m., New York City time, on a business day and all conditions to early settlement have been satisfied, that day will be considered the settlement date.

If the purchase contract agent receives the above after 5:00 p.m., New York City time, on a business day or at any time on a day that is not a business day, the next business day will be considered the settlement date. Upon early settlement of stock purchase contracts in the manner described above, surrender of the related Corporate Units or Treasury Units and payment of any transfer or similar taxes payable by the holder in connection with the issuance of the related common stock to any person other than the holder of the Corporate Units or Treasury Units, we will cause the shares of common stock being purchased to be issued, and the related Debentures or qualifying treasury securities, as the case may be, securing the stock purchase contracts to be released from the pledge under the pledge agreement described in “— Pledged Securities and Pledge Agreement” and transferred, within three business days following the settlement date, to the purchasing holder or the holder’s designee.

Notice to Settle with Cash

A holder of an Equity Unit (other than a Corporate Unit as to which an interest in the Treasury portfolio has replaced an interest in a series of Debentures) may settle the obligation to purchase shares of our common stock on any stock purchase date with separate cash. A holder of an Equity Unit wishing to settle this obligation with separate cash must notify the purchase contract agent by presenting and surrendering the certificate evidencing the Corporate Unit or Treasury Unit, as the case may be, at the offices of the purchase contract agent with the form of “Notice to Settle by Separate Cash” on the reverse side of the certificate completed and executed as indicated after the end of the applicable Remarketing Period and on or prior to 11:00 a.m., New York City time, on the second business day immediately preceding the applicable stock purchase date and, on or prior to 11:00 a.m., New York City time, on the business day immediately preceding the applicable stock purchase date deliver to the collateral agent \$25 in cash for each stock purchase contract.

Holders of Equity Units may settle with separate cash only in integral multiples of 40 Equity Units.

If a holder of a Corporate Unit with respect to which an interest in the Treasury portfolio has not replaced an interest in a series of Debentures as a component of the Corporate Unit has given notice of its intention to settle the obligation to purchase shares of our common stock on any stock purchase date with separate cash and such holder fails to deliver the cash to the collateral agent on the business day immediately preceding the applicable stock purchase date, its “Notice to Settle by Separate Cash” shall automatically be deemed withdrawn and without effect.

If a holder of a Treasury Unit has given notice of its intention to settle the obligation to purchase shares of our common stock on any stock purchase date under the related stock purchase contract with separate cash fails to deliver the cash to the collateral agent on the business day immediately preceding any stock purchase date, the proceeds from the applicable qualifying treasury securities will automatically be applied to satisfy such holder’s obligation to purchase common stock under the related stock purchase contract on such stock purchase date.

Early Settlement upon Cash Merger

If we are involved in an event described in the first or second bullet point in the definition of reorganization events under “— Reorganization Events” below, in each case in which at least 10% of the consideration received by holders of our common stock consists of cash or cash equivalents, which we refer to as a “cash merger,” then following the cash merger, each holder of a stock purchase contract will have the right to accelerate and settle such contract early at the settlement rate determined as if the applicable market value equaled the stock price (as defined below), and receive, under certain circumstances, an additional make-whole number of shares, which we refer to as

the “make-whole shares.” Our obligation to deliver make-whole shares is subject to the condition that at the time of settlement, if so required under the U.S. federal securities laws, there is in effect a registration statement and a prospectus available covering the common stock and other securities, if any, to be delivered in respect of the stock purchase contracts being settled. We refer to this right as the “merger early settlement right.”

The definition of reorganization events under “ — Reorganization Events” below includes a phrase relating to a sale of all or substantially all of our assets. There is no precise, established definition of the phrase “substantially all” under applicable law. Accordingly, your right to accelerate and settle such contract early as a result of a sale of substantially all of our assets may be uncertain.

We will provide each of the holders with a notice of the completion of a cash merger within five business days thereof. The notice will specify a date, which we refer to as the “cash merger early settlement date,” which shall be at least ten days after the date of the notice but no later than the earlier of (i) 20 days after the date of such notice and (ii) two business days prior to the next stock purchase date, by which each holder’s merger early settlement right must be exercised. The notice will set forth, among other things, the applicable settlement rate and the amount of the cash, securities and other consideration receivable by the holder upon settlement. To exercise the merger early settlement right, you must deliver to the purchase contract agent, three business days before the cash merger early settlement date, your Corporate Units or Treasury Units (by delivery of certificates if they are held in certificated form), and payment of a purchase price in immediately available funds equal to the initial or adjusted stated amount per stock purchase contract multiplied by the number of stock purchase contracts being settled, less the amount of any accrued and unpaid contract adjustment payments (unless such cash merger early settlement date occurs after the related record date for such contract adjustment payments and before the related payment date, in which case the applicable purchase price shall not be reduced by the amount of any accrued and unpaid contract adjustment payments).

If you exercise the merger early settlement right, we will deliver to you on the cash merger early settlement date, in respect of each such Equity Unit so settled the kind and amount of securities, cash or other property that you would have been entitled to receive in the cash merger as a holder of a number of shares of our common stock at the settlement rate described above, for each \$25 stated amount of each Corporate Unit or Treasury Unit, and the make-whole shares, calculated as described below for each stock purchase contract being settled. You will also receive the Debentures or qualifying treasury securities underlying the Corporate Units or Treasury Units, as the case may be. If you do not elect to exercise your merger early settlement right, or if your exercise is not effective because the required registration statement is not effective (as described below), your Corporate Units or Treasury Units will remain outstanding and subject to normal settlement, without the make-whole shares, on the stock purchase dates with the securities, cash or other property holders of our common stock were entitled to receive in the cash merger. If required under the U.S. federal securities laws, there will be a registration statement in effect and a prospectus available covering the common stock and other securities, if any, to be delivered in respect of the stock purchase contracts being settled, in each case in a form that may be used in connection with the early settlement upon a cash merger.

Holders of the Equity Units may exercise the merger early settlement right only in integral multiples of 40 Equity Units. If an interest in the Treasury portfolio has replaced the Debentures of any series as a component of Corporate Units, holders of the Corporate Units will receive, on the next stock purchase date, \$1,000 in cash for each 40 Corporate Units as to which they have exercised their merger early settlement right, representing their interest in the Treasury portfolio.

Calculation of Make-Whole Shares

The number of make-whole shares applicable to a merger early settlement will be determined for each stock purchase contract being settled by reference to the table below, based on the date on which the cash merger becomes effective, which we refer to as the “effective date,” and the price, which we refer to as the “*stock price*,” paid per share for our common stock in such cash merger. If holders of our common stock receive only cash in such transaction, the stock price will be the cash amount paid per share. Otherwise, the stock price will be the average of

the closing prices per share of our common stock on each of the 20 consecutive trading days ending on the trading day immediately preceding the effective date of such cash merger.

Effective Date	Stock Prices										
	\$200.00	\$400.00	\$600.00	\$760.00	\$800.00	\$912.00	\$1000.00	\$1200.00	\$1400.00	\$1600.00	\$2400.00
February 15, 2011	0.0069	0.0031	0.0003	0.0000	0.0000	0.0042	0.0027	0.0012	0.0007	0.0004	0.0001
February 16, 2011	0.0069	0.0031	0.0003	0.0000	0.0000	0.0043	0.0026	0.0012	0.0007	0.0004	0.0001
May 1, 2011	0.0029	0.0013	0.0002	0.0000	0.0000	0.0020	0.0013	0.0005	0.0002	0.0002	0.0000
May 2, 2011	0.0026	0.0012	0.0001	0.0000	0.0000	0.0018	0.0012	0.0004	0.0002	0.0002	0.0000
August 1, 2011	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The stock prices and make-whole share amounts set forth in the table will be adjusted upon the occurrence of certain events requiring anti-dilution adjustments to the fixed settlement rates as set forth under “— Anti-Dilution Adjustments.” Each stock price and number of make-whole shares has been adjusted to reflect the one-for-twenty reverse common stock split that became effective June 30, 2009.

The exact stock price and effective date applicable to a cash merger may not be set forth in the table, in which case:

- if the stock price is between two stock price amounts on the table or the effective date is between two dates on the table, the amount of make-whole shares will be determined by straight line interpolation between the make-whole share amounts set forth for the higher and lower stock price amounts and the two dates, as applicable, based on a 360-day year;
- if the stock price is in excess of \$2400.00 per share (subject to adjustment as described above), then the make-whole share amount will be zero; and
- if the stock price is less than \$200.00 per share (subject to adjustment as described above), which we refer to as the minimum stock price, then the make-whole share amount will be determined as if the stock price equaled the minimum stock price, using straight line interpolation, as described above, if the effective date is between two dates on the table.

Contract Adjustment Payments

Contract adjustment payments in respect of Corporate Units and Treasury Units are set:

- from and including the issue date to the first stock purchase date at an annual rate of 2.7067% on the initial stated amount of \$75 per stock purchase contract;
- from and including the first stock purchase date to but excluding the second stock purchase date, at the annual rate of 2.6450% on the adjusted stated amount of \$50 per stock purchase contract; and
- from and including the second stock purchase date to but excluding the third stock purchase date, at the annual rate of 2.6100% on the adjusted stated amount of \$25 per stock purchase contract.

Contract adjustment payments payable for any period are computed on the basis of a 360-day year of twelve 30-day months. Contract adjustment payments accrued from the date of issuance of the stock purchase contracts and are payable quarterly in arrears on February 1, May 1, August 1 and November 1 of each year.

Contract adjustment payments are payable to the holders of stock purchase contracts as they appear on the books and records of the purchase contract agent at the close of business on the relevant record dates, which (unless otherwise specified) is on the 15th day of the month prior to the month in which the relevant payment date falls. These distributions are paid through the purchase contract agent, who holds amounts received in respect of the contract adjustment payments for the benefit of the holders of the stock purchase contracts relating to the Corporate Units. Subject to any applicable laws and regulations and so long as the Equity Units are in book-entry form, each such payment will be made as described under “— Book-Entry System.”

We have the right to defer contract adjustment payments as described under “Description of the Equity Units — Deferral of Payments on Equity Units.” We will be subject to the restrictions described under “Description

of the Debentures — Dividend and Other Payment Stoppages during Interest Deferral and under Certain Other Circumstances” at any time we have given notice of such a deferral or a deferral period is continuing or additional Debentures are outstanding.

If any date on which contract adjustment payments are to be made on the stock purchase contracts related to the Corporate Units or Treasury Units is not a business day, then payment of the contract adjustment payments payable on that date will be made on the next succeeding day which is a business day, with the same force and effect as if made on that payment date, and no interest or payment will be paid in respect of the delay. A business day means any day other than a Saturday, Sunday or any other day on which banking institutions or trust companies in New York City are permitted or required by any applicable law to close.

Our obligations with respect to contract adjustment payments are subordinated and junior in right of payment to the same extent as the Debentures are subordinated to our other obligations. For a discussion of this subordination, see “Description of the Equity Units — Ranking.”

Anti-Dilution Adjustments

Each fixed settlement rate will be adjusted, without duplication, if certain events occur:

- (1) the issuance of our common stock as a dividend or distribution to all holders of our common stock, or a subdivision or combination of our common stock, in which event each fixed settlement rate will be adjusted based on the following formula:

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

where,

SR ₀	=	the fixed settlement rate in effect at the close of business on the record date
SR ₁	=	the fixed settlement rate in effect immediately after the record date
OS ₀	=	the number of shares of our common stock outstanding at the close of business on the record date prior to giving effect to such event
OS ₁	=	the number of shares of our common stock that would be outstanding immediately after, and solely as a result of, such event

- (2) the issuance to all holders of our common stock of certain rights, options or warrants entitling them for a period expiring 60 days or less from the date of issuance of such rights, options or warrants to purchase shares of our common stock at less than the current market price of our common stock as of the record date, in which event each fixed settlement rate will be adjusted based on the following formula:

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

where,

SR ₀	=	the fixed settlement rate in effect at the close of business on the record date
SR ₁	=	the fixed settlement rate in effect immediately after the record date
OS ₀	=	the number of shares of our common stock outstanding at the close of business on the record date
X	=	the total number of shares of our common stock issuable pursuant to such rights, options or warrants
Y	=	the aggregate price payable to exercise such rights divided by the average of the VWAP of our common stock over each of the ten consecutive trading days prior to the business day immediately preceding the announcement of the issuance of such rights

However, each fixed settlement rate will be readjusted to the extent that any such rights or warrants are not exercised prior to their expiration.

- (3) the dividend or other distribution to all holders of our common stock of shares of our capital stock (other than common stock), rights to acquire our capital stock or evidences of our indebtedness or our assets

(excluding any dividend, distribution or issuance covered by clauses (1) or (2) above or (4) or (5) below) in which event each fixed settlement rate will be adjusted based on the following formula:

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

where,

SR₀ = the fixed settlement rate in effect at the close of business on the record date
SR₁ = the fixed settlement rate in effect immediately after the record date
SP₀ = the current market price as of the record date
FMV = the fair market value (as determined in good faith by our board of directors, whose good faith determination will be conclusive), on the record date, of the shares of capital stock, rights to acquire capital stock, evidences of indebtedness or assets so distributed, expressed as an amount per share of our common stock

However, if the transaction that gives rise to an adjustment pursuant to this clause (3) is one pursuant to which the payment of a dividend or other distribution on our common stock consist of shares of capital stock of, or similar equity interests in, a subsidiary or other business unit of ours, (i.e., a spin-off) that are, or, when issued, will be, traded on a U.S. securities exchange, then each fixed settlement rate will instead be adjusted based on the following formula:

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

where,

SR₀ = the fixed settlement rate in effect at the close of business on the record date
SR₁ = the fixed settlement rate in effect immediately after the record date
FMV₀ = the average of the VWAP of the capital stock or similar equity interests distributed to holders of our common stock applicable to one share of our common stock over each of the 10 consecutive trading days commencing on and including the third trading day after the date on which "ex-distribution trading" commences for such dividend or distribution with respect to our common stock on the NYSE or such other national or regional exchange or market that is at that time the principal market for our common stock
MP₀ = the average of the VWAP of our common stock over each of the 10 consecutive trading days commencing on and including the third trading day after the date on which "ex-distribution trading" commences for such dividend or distribution with respect to our common stock on the NYSE or such other national or regional exchange or market that is at that time the principal market for our common stock

- (4) we make a distribution consisting exclusively of cash to all holders of our common stock, excluding (a) any cash dividend on our common stock to the extent that the aggregate cash dividend per share of our common stock does not exceed (i) \$4.40 in the then current fiscal quarter in the case of a regular quarterly dividend or (ii) \$17.60 in the prior twelve months in the case of a regular annual dividend (each such number, the "dividend threshold amount"), (b) any cash that is distributed as part of a distribution referred to in clause (3) above, and (c) any consideration payable in connection with a tender or exchange offer made by us or any of our subsidiaries referred to in clause (5) below, in which event, each fixed settlement rate will be adjusted based on the following formula:

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

where,

SR₀ = the fixed settlement rate in effect at the close of business on the record date
SR₁ = the fixed settlement rate in effect immediately after the record date
SP₀ = the current market price as of the record date
C = the excess of the amount in cash per share we distribute to holders of our common stock over the dividend threshold amount

The dividend threshold amount is subject to adjustment on an inversely proportional basis whenever the fixed settlement rates are adjusted, but no adjustment will be made to the dividend threshold amount for any adjustment made to the fixed settlement rates pursuant to this clause (4). For the avoidance of doubt, the dividend threshold amount will be zero in the case of a cash dividend amount that is not a regular quarterly or annual dividend. Each dividend threshold amount has been adjusted to reflect the one-for-twenty reverse common stock split that became effective June 30, 2009.

- (5) we or one or more of our subsidiaries make purchases of our common stock pursuant to a tender offer or exchange offer by us or one of our subsidiaries for our common stock to the extent that the cash and value of any other consideration included in the payment per share of our common stock validly tendered or exchanged exceeds the VWAP per share of our common stock on the trading day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the “tender/exchange offer expiration date”), in which event each fixed settlement rate will be adjusted based on the following formula:

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

where,

SR ₀	=	the fixed settlement rate in effect at the close of business on the tender/exchange offer expiration date
SR ₁	=	the fixed settlement rate in effect immediately after the tender/exchange offer expiration date
FMV	=	the fair market value (as determined in good faith by our board of directors, whose good faith determination will be conclusive), on the tender/exchange offer expiration date, of the aggregate value of all cash and any other consideration paid or payable for shares validly tendered or exchanged and not withdrawn as of the tender/exchange offer expiration date (the “purchased shares”)
OS ₁	=	the number of shares of our common stock outstanding as of the last time tenders or exchanges may be made pursuant to such tender or exchange offer (the “expiration time”) less any purchased shares
OS ₀	=	the number of shares of our common stock outstanding at the expiration time, including any purchased shares
SP ₁	=	the average of the VWAP of our common stock over each of the ten consecutive trading days commencing with the trading day immediately after the tender/exchange offer expiration date.

In addition, in no event will we adjust the fixed settlement rate to the extent that the adjustment would reduce the conversion price below the par value per share of our common stock.

“Current market price” of our common stock on any day, means the average of the VWAP of our common stock over each of the 10 consecutive trading days ending on the earlier of the day in question and the day before the ex-date with respect to the issuance or distribution requiring such computation. For purposes of this paragraph, “ex-date” means the first date on which the shares of our common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance or distribution.

“Record date” means, for purpose of this section, with respect to any dividend, distribution or other transaction or event in which the holders of our common stock have the right to receive any cash, securities or other property or in which our common stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of our common stock entitled to receive such cash, securities or other property (whether such date is fixed by our board of directors or by statute, contract or otherwise).

In addition, we may make such increases in each fixed settlement rate as we deem advisable. We may only make such a discretionary adjustment if we make the same proportionate adjustment to each fixed settlement rate. No adjustment in the settlement rate will be required unless such adjustment would require an increase or decrease of at least one percent; provided that any such minor adjustments that are not required to be made will be carried

forward and taken into account in any subsequent adjustment, and *provided, further*, that any such adjustment of less than one percent that has not been made shall be made (x) upon the end of the issuer's fiscal year and (y) upon the stock purchase date or any early settlement date.

Reorganization Events

The following events, in each case as a result of which holders of our common stock are entitled to receive stock, other securities, other property or assets (including cash or any combination thereof) with respect to or in exchange for our common stock, are defined as "reorganization events":

- any consolidation or merger of AIG with or into another person or of another person with or into AIG (other than a consolidation or merger in which AIG is the continuing corporation and in which its shares of common stock outstanding immediately prior to the consolidation or merger are not exchanged for cash, securities or other property of another person); or
- any sale, transfer, lease or conveyance to another person of all or substantially all of the assets of AIG; or
- any statutory share exchange of shares of common stock of AIG with another person (other than in connection with a merger or acquisition); or
- any liquidation, dissolution or winding-up of AIG (other than as a result of or after the occurrence of a termination event (as defined below under "— Termination")).

The foregoing paragraph includes a phrase relating to a sale of all or substantially all of our assets. There is no precise, established definition of the phrase "substantially all" under applicable law. Accordingly, your right to accelerate and settle such contract early as a result of a sale of substantially all of our assets may be uncertain.

Following the effective date of a reorganization event, the settlement rate relating to the Equity Units shall thereafter be determined by reference to, and settled in lieu of the applicable number of shares of our common stock through the delivery of a corresponding number of, exchange property units. An "exchange property unit" means the kind and amount of securities, cash and other property receivable in such reorganization event (without any interest thereon, and without any right to dividends or distribution thereon which have a record date that is prior to the applicable stock purchase date, cash merger early settlement date or early settlement date) per share of our common stock by a holder of common stock that is not a person with which we are consolidated or into which we are merged or which merged into us or to which such sale, transfer, lease or conveyance was made, or with whom shares were exchanged pursuant to any such statutory share exchange, as the case may be, which person we refer to as a constituent person, or an affiliate of a constituent person, to the extent such reorganization event provides for different treatment of common stock held by our affiliates and non-affiliates. In the event holders of our common stock have the opportunity to elect the form of consideration to be received in such transaction, the exchange property unit that holders of the Corporate Units or Treasury Units will be entitled to receive will be deemed to be the weighted average of the types and amounts of consideration received by the holders of our common stock that affirmatively make an election.

In the event of such a reorganization event, the person formed by such consolidation or merger or the person to whom such sale, transfer, lease or conveyance was made or with whom such statutory share exchange was made shall execute and deliver to the purchase contract agent an agreement, providing that the holder of each Equity Unit that remains outstanding after the reorganization event, if any, shall have the rights described in the preceding paragraph. Such supplemental agreement shall provide for adjustments to the amount of any securities constituting all or a portion of an exchange property unit which, for events subsequent to the effective date of such reorganization event, shall be as nearly equivalent as may be practicable to the adjustments provided for under "— Anti-Dilution Adjustments." The provisions described in the preceding three paragraphs shall similarly apply to successive reorganization events.

Holders have the right to settle their obligations under the Equity Units early in the event of certain cash mergers as described above under "— Early Settlement upon Cash Merger."

General Provisions with Respect to Adjustments

Adjustments to the settlement rate will be calculated to the nearest 1/10,000th of a share. No adjustment in the settlement rate will be required unless the adjustment would require an increase or decrease of at least one percent in the settlement rate. If any adjustment is not required to be made because it would not change the settlement rate by at least one percent, then the adjustment will be carried forward and taken into account in any subsequent adjustment, provided that effect shall be given to all anti-dilution adjustments not later than the applicable stock purchase date, cash merger early settlement date or an early settlement date for Equity Units.

The fixed settlement rates will not be adjusted:

- upon the issuance of shares of our common stock or securities convertible into, or exercisable or exchangeable for, common stock in public or private transactions at any price we deem appropriate;
- upon the issuance of any shares of our common stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on our securities and the investment of additional optional amounts in shares of our common stock under any plan of that type;
- upon the issuance of any shares of our common stock or options or rights to purchase those shares or any other award that relates to, or has a value derived from the value of, our common stock, in each case issued pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by us or any of our subsidiaries;
- upon the issuance of any shares of our common stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security outstanding as of the date the Equity Units were first issued;
- for a change in the par value or no par value of the common stock; or
- for accumulated and unpaid dividends.

We will be required, as soon as practicable after the fixed settlement rates are adjusted, to provide written notice of the adjustment to the holders of Equity Units.

Each adjustment to the fixed settlement rates will result in a corresponding adjustment to the number of shares of our common stock issuable upon early settlement of a stock purchase contract.

If an adjustment is made to the fixed settlement rates, an adjustment also will be made to the reference price and the threshold appreciation price on an inversely proportional basis solely to determine which of the clauses of the definition of settlement rate will be applicable on each stock purchase date or any cash merger early settlement date occurring after the date of such adjustment.

In the event that we adopt a shareholder rights plan, holders will receive upon settlement of the Equity Units into shares of common stock, in addition to the shares, the rights under the rights plan, unless prior to any settlement, the shareholder rights plan expires or terminates or the rights have separated from the shares of common stock, in which case the settlement rate will be adjusted at the time of separation as if we distributed, to all holders of our common stock, shares of our common stock, evidences of debt or other assets issuable upon exercise of the rights as described above, subject to readjustment in the event of the expiration, termination or redemption of such rights. A distribution of rights pursuant to such a shareholder rights plan will not trigger a settlement rate adjustment pursuant to paragraphs (2) or (3) above. We currently do not have a shareholder rights plan.

In the event of a taxable distribution to holders of shares of our common stock that results in an adjustment of each fixed settlement rate or an increase in each fixed settlement rate in our discretion, holders of Corporate Units and Treasury Units may, in certain circumstances, be deemed to have received a distribution subject to U.S. federal income tax as a dividend. In addition, non-U.S. holders of Corporate Units and Treasury Units may, in certain circumstances, be deemed to have received a distribution subject to U.S. federal withholding tax requirements.

You may be treated as receiving a constructive distribution from us for U.S. federal income tax purposes with respect to the stock purchase contracts if (1) the settlement rate is adjusted (or fails to be adjusted) and, as a result of the adjustment (or failure to adjust), your proportionate interest in our assets or earnings and profits is increased, and (2) the adjustment (or failure to adjust) is not made pursuant to a bona fide, reasonable anti-dilution formula. Thus, under certain

circumstances, an increase in (or a failure to decrease) the settlement rate might give rise to a taxable dividend to you even though you will not receive any cash in connection with the increase in (or failure to decrease) the settlement rate. In addition, non-U.S. holders of Equity Units may, in certain circumstances, be deemed to have received a distribution subject to U.S. federal withholding tax. See “Certain United States Federal Income Tax Consequences — Taxation of the Stock Purchase Contract — Adjustment to Settlement Rate” and “— Non-U.S. Holders” in the prospectus supplement, dated May 12, 2008, to the prospectus, dated July 13, 2007, relating to the issuance of the Equity Units.

In addition, we may increase the settlement rate if our board of directors deems it advisable to avoid or diminish any income tax to holders of our common stock resulting from any dividend or distribution of shares (or rights to acquire shares) or from any event treated as a dividend or distribution for income tax purposes or for any other reason.

Termination

The stock purchase contracts, and our rights and obligations and the rights and obligations of the holders of the Corporate Units and Treasury Units under the stock purchase contracts, including the right and obligation to purchase shares of common stock and the right to receive accrued contract adjustment payments, will immediately and automatically terminate, without any further action, upon the termination of the stock purchase contracts as a result of our bankruptcy, insolvency or reorganization, which we refer to as a “termination event.” In the event of such a termination of the stock purchase contracts as a result of our bankruptcy, insolvency or reorganization, holders of the stock purchase contracts will not have a claim in bankruptcy under the stock purchase contract with respect to our issuance of shares of common stock or the right to receive contract adjustment payments.

Upon any termination, the collateral agent will release the related interests in the Debentures or Treasury portfolio or qualifying treasury securities, as the case may be, held by it to the purchase contract agent for distribution to the holders of Equity Units. Upon any termination, however, the release and distribution may be subject to a delay. In the event that we become the subject of a case under the U.S. Bankruptcy Code, the delay may occur as a result of the imposition of the automatic stay under the Bankruptcy Code or the exercise of the bankruptcy court’s power under Section 105(a) of the Bankruptcy Code. In addition, if we become the subject of a case under the U.S. Bankruptcy Code, the foregoing will be subject to the equitable jurisdiction and powers of the bankruptcy court.

If the holder’s stock purchase contract is terminated as a result of our bankruptcy, insolvency or reorganization, such holder will have no right to receive any accrued contract adjustment payments.

Pledged Securities and Pledge Agreement

Pledged securities are pledged to us through the collateral agent, for our benefit, pursuant to the pledge agreement to secure the obligations of holders of Corporate Units and Treasury Units to purchase shares of common stock under the related stock purchase contracts. The rights of holders of Corporate Units and Treasury Units to the related pledged securities are subject to our security interest created by the pledge agreement.

No holder of Corporate Units or Treasury Units is permitted to withdraw the pledged securities related to the Corporate Units or Treasury Units from the pledge arrangement except:

- to substitute qualifying treasury securities for the related Debentures, as provided for under “Description of the Equity Units — Creating Treasury Units,”
- to substitute Debentures for the related qualifying treasury securities, as provided for under “Description of the Equity Units — Recreating Corporate Units,” or
- upon the termination or early settlement of the related stock purchase contracts.

Subject to the security interest and the terms of the purchase contract agreement and the pledge agreement, each holder of Corporate Units is entitled through the purchase contract agent and the collateral agent to all of the proportional rights of a holder of the related Debentures or Treasury portfolio, including voting and redemption rights. Each holder of Treasury Units retains beneficial ownership of the related qualifying treasury securities

pledged in respect of the related stock purchase contracts. We have no interest in the pledged securities other than our security interest.

Except as described in “Certain Provisions of the Purchase Contract Agreement and the Pledge Agreement — General,” the collateral agent will, upon receipt of payments, if any, on the pledged securities, distribute the payments to the purchase contract agent, which will in turn distribute those payments, together with contract adjustment payments received from us, to the persons in whose names the related Corporate Units or Treasury Units are registered at the close of business on the record date immediately preceding the date of payment.

Book-Entry System

DTC, which we refer to along with its successors in this capacity as the “depository,” acts as securities depository for the Corporate Units and Treasury Units. The Corporate Units and Treasury Units were issued only as fully registered securities and have been and will be issued, except in the limited circumstances described below, in the form of global certificates registered in the name of Cede & Co., the depository’s nominee. One or more fully registered global security certificates, representing the total aggregate number of Corporate Units and Treasury Units, have been issued and deposited with the depository or its custodian.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of securities in definitive form. These laws may impair the ability to transfer beneficial interests in the Corporate Units and Treasury Units so long as the Corporate Units and Treasury Units are represented by global security certificates.

DTC advises that 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 DTC participant, either directly or indirectly. The rules applicable to DTC and DTC participants are on file with the SEC.

In the event that:

- the depository notifies us that it is unwilling or unable to continue as depository for the global security certificates and no successor depository has been appointed within 90 days after this notice,
- the depository at any time ceases to be a clearing agency registered under the Exchange Act when the depository is required to be so registered to act as the depository and no successor depository has been appointed within 90 days after we learn that the depository has ceased to be so registered,
- to the extent permitted by the depository, we, in our sole discretion, determine that the global security certificates shall be so exchangeable, or
- there shall have occurred and be continuing an event of default with respect to the Debentures,

certificates for the Corporate Units or Treasury Units will be printed and delivered in exchange for beneficial interests in the global security certificates. Any global Corporate Unit or Treasury Unit, or portion thereof, that is exchangeable pursuant to the preceding sentence will be exchangeable for Corporate Unit or Treasury Unit certificates, as the case may be, registered in the names directed by the depository. We expect that these instructions will be based upon directions received by the depository from its participants with respect to ownership of beneficial interests in the global security certificates.

As long as the depositary or its nominee is the registered owner of the global security certificates, the depositary or its nominee, as the case may be, will be considered the sole owner and holder of the global security certificates and all Corporate Units and Treasury Units represented by these certificates and all stock purchase contracts, Debentures and qualifying treasury securities that are components thereof for all purposes under the Corporate Units, Treasury Units and the purchase contract agreement, pledge agreement and junior debt indenture. Except in the limited circumstances referred to above, owners of beneficial interests in global security certificates:

- are not entitled to have the Corporate Units or the Treasury Units represented by these global security certificates registered in their names,
- do not receive and are not entitled to receive physical delivery of Corporate Unit or Treasury Unit certificates in exchange for beneficial interests in global security certificates, and
- are not considered to be holders of the global security certificates or any Corporate Units or Treasury Units represented by these certificates or any stock purchase contracts, Debentures or qualifying treasury securities that are components thereof for any purpose under the Corporate Units, Treasury Units or the purchase contract agreement, pledge agreement and junior debt indenture.

All payments on the Corporate Units and Treasury Units represented by the global security certificates and all transfers and deliveries of related Debentures, qualifying treasury securities, Treasury portfolio and common stock are made to the depositary or its nominee, as the case may be, as the holder of the securities.

Ownership of beneficial interests in the global security certificates is limited to participants or persons that hold beneficial interests through participants that have accounts with the depositary or its nominee. Ownership of beneficial interests in global security certificates is shown only on, and the transfer of those ownership interests will be effected only through, records maintained by the depositary or its nominee, with respect to participants' interests, or any participant, with respect to interests of persons held through the participant. Procedures for settlement of stock purchase contracts on the stock purchase dates or upon early settlement are governed by arrangements among the depositary, participants and persons that may hold beneficial interests through participants. Payments, transfers, deliveries, exchanges and other matters relating to beneficial interests in global security certificates may be subject to various policies and procedures adopted by the depositary from time to time. None of us, the purchase contract agent or any agent of us or the purchase contract agent has any responsibility or liability for any aspect of the depositary's or any participant's records relating to, or for payments made on account of, beneficial interests in global security certificates, or for maintaining, supervising or reviewing any of the depositary's records or any participant's records relating to these beneficial ownership interests or for the performance by the depositary or its direct participants or indirect participants under the rules and procedures governing the depositary.

Although the depositary has agreed to the foregoing procedures in order to facilitate transfers of interests in the global security certificates among participants, the depositary is under no obligation to perform or continue to perform these procedures, and these procedures may be discontinued at any time.

**CERTAIN PROVISIONS OF THE PURCHASE CONTRACT
AGREEMENT AND THE PLEDGE AGREEMENT**

This summary summarizes some of the terms of the purchase contract agreement and the pledge agreement. This summary does not purport to be complete and is qualified by the purchase contract agreement and pledge agreement, which contain the full legal text of the matters described in this section. Such documents have been filed with the SEC or incorporated by reference as exhibits to the registration statement of which this document forms a part. You should refer to these documents for more information.

As used under this caption, “Certain Provisions of the Purchase Contract Agreement and the Pledge Agreement,” references to “we,” “us,” “our” and other similar references mean American International Group, Inc., excluding, unless otherwise expressly stated or the context otherwise requires, its subsidiaries.

General

Except as described in “Description of the Stock Purchase Contracts — Book-Entry System,” payments on the Equity Units will be made, stock purchase contracts (and documents relating to the Corporate Units, Treasury Units and stock purchase contracts) will be settled, and transfers of the Corporate Units and Treasury Units will be registrable, at the office of the purchase contract agent in the Borough of Manhattan, New York City. In addition, if the Corporate Units and Treasury Units do not remain in book-entry form, payments on the Equity Units may be made, at our option, by check mailed to the address of the holder entitled to payment as shown on the security register or, at our option, by a wire transfer to the account designated by the holder by a prior written notice.

Shares of common stock will be delivered on each stock purchase date (or earlier upon early settlement), or, if the stock purchase contracts have terminated, the related pledged securities will be delivered (potentially after a delay as a result of the imposition of the automatic stay under the Bankruptcy Code or the exercise of the bankruptcy court’s power under Section 105(a) of the Bankruptcy Code, see “Description of the Stock Purchase Contracts — Termination”) at the office of the purchase contract agent upon presentation and surrender of the applicable Equity Units (including by book-entry transfer).

If you fail to present and (in the case of the third stock purchase date) surrender (including by book-entry transfer) the Corporate Units or Treasury Units to the purchase contract agent on or prior to any stock purchase date, the shares of common stock issuable upon settlement of the related stock purchase contract on such stock purchase date will be registered in the name of the purchase contract agent. The shares, together with any distributions, will be held by the purchase contract agent as agent for your benefit until the Equity Units are presented and surrendered or you provide satisfactory evidence that the applicable certificate has been destroyed, lost or stolen, together with any indemnity that may be required by the purchase contract agent and us.

If a stock purchase contract terminates prior to the third stock purchase date, the related pledged securities are transferred to the purchase contract agent for distribution to the holders, and if a holder fails to present and surrender (including by book-entry transfer) the holder’s Corporate Units or Treasury Units to the purchase contract agent, the related pledged securities delivered to the purchase contract agent and payments on the pledged securities will be held by the purchase contract agent as agent for the benefit of the holder until the applicable Equity Units are presented or the holder provides the evidence and indemnity described above.

The purchase contract agent will have no obligation to invest or to pay interest on any amounts held by the purchase contract agent pending payment to any holder.

No service charge will be made for any registration of transfer or exchange of the Corporate Units or Treasury Units, except for any tax or other governmental charge that may be imposed in connection with a transfer or exchange.

Modification

The purchase contract agreement and the pledge agreement contain provisions permitting us and the purchase contract agent, and in the case of the pledge agreement, the collateral agent, to modify the stock purchase contracts,

the purchase contract agreement or the pledge agreement without the consent of the holders for any of the following purposes:

- to evidence the succession of another person to our obligations;
- to add to the covenants for the benefit of holders or to surrender any of our rights or powers under those agreements;
- to evidence and provide for the acceptance of appointment of a successor purchase contract agent or a successor collateral agent or securities intermediary;
- to make provision with respect to the rights of holders pursuant to the requirements applicable to reorganization events;
- to cure any ambiguity or to correct or supplement any provisions that may be inconsistent; or
- to make any other provisions that do not materially adversely affect the interests of the holders of Equity Units.

The purchase contract agreement and the pledge agreement contain provisions permitting us and the purchase contract agent, and in the case of the pledge agreement, the collateral agent, with the consent of the holders of a majority of the Equity Units at the time outstanding to modify the terms of the stock purchase contracts, the purchase contract agreement or the pledge agreement. However, no such modification may, without the consent of the holder of each outstanding Equity Unit affected by the modification,

- subject to our deferral rights, change any payment date for any contract adjustment payment,
- change the amount or type of pledged securities related to the stock purchase contract, impair the right of the holder of any pledged securities to receive distributions on the pledged securities or otherwise adversely affect the holder's rights in or to the pledged securities,
- change the place or currency of payment of or reduce any contract adjustment payments,
- impair the right to institute suit for the enforcement of the stock purchase contract or payment of any contract adjustment payments,
- reduce the number of shares of common stock or the amount of any other property or securities purchasable under the stock purchase contract, increase the price to purchase shares of common stock or any other property or securities upon settlement of the stock purchase contract, change any stock purchase date or the right to early settlement or cash merger early settlement or otherwise materially adversely affect the holder's rights under the stock purchase contract, or
- reduce the above-stated percentage of outstanding stock purchase contracts the consent of the holders of which is required for the modification or amendment of the provisions of the stock purchase contracts, the purchase contract agreement or the pledge agreement.

If any amendment or proposal referred to in the second preceding paragraph would adversely affect only the Corporate Units or the Treasury Units, then only the affected class of holders will be entitled to vote on the amendment or proposal, and the amendment or proposal will not be effective except with the consent of the holders of not less than a majority of the affected class or of all of the holders of the affected classes, as applicable.

No Consent to Assumption

Each holder of Corporate Units or Treasury Units, by acceptance of these securities, has under the terms of the purchase contract agreement and the Corporate Units or Treasury Units, as applicable, been deemed expressly to have withheld any consent to the assumption (i.e., affirmation) of the related stock purchase contracts by us or our trustee if we become the subject of a case under the U.S. Bankruptcy Code or other similar state or federal law for reorganization or liquidation.

Consolidation, Merger, Sale or Conveyance

We covenant in the purchase contract agreement that we will not consolidate or merge with any other person or convey, transfer or lease our properties and assets as an entirety or substantially as an entirety to another person, unless (1) the successor or transferee is a person organized and existing under the laws of the United States of America, a U.S. state or the District of Columbia and that successor or transferee expressly assumes our obligations under the stock purchase contracts, the purchase contract agreement, the pledge agreement, the junior debt indenture, the Debentures and the remarketing agreement and (2) the successor or transferee is not, immediately after the transaction, in default of its payment obligations under the stock purchase contracts, the purchase contract agreement, the pledge agreement, the junior debt indenture, the Debentures or the remarketing agreement.

Title

We, the purchase contract agent and the collateral agent may treat the registered owner of any Corporate Units or Treasury Units as the absolute owner of the Corporate Units or Treasury Units for the purpose of making payment and settling the related stock purchase contracts and for all other purposes.

Replacement of Equity Unit Certificates

This section only applies to the Corporate Units and Treasury Units not held through DTC as described under “Description of the Stock Purchase Contracts — Book-Entry System.”

Any mutilated Corporate Unit or Treasury Unit certificate will be replaced by us at the expense of the holder upon surrender of the certificate to the purchase contract agent. Corporate Unit or Treasury Unit certificates that become destroyed, lost or stolen will be replaced by us at the expense of the holder upon delivery to us and the purchase contract agent of evidence of their destruction, loss or theft satisfactory to us and the purchase contract agent. In the case of a destroyed, lost or stolen Corporate Unit or Treasury Unit certificate, an indemnity satisfactory to the purchase contract agent and us may be required at the expense of the holder of the Corporate Units or Treasury Units evidenced by the certificate before a replacement will be issued.

We will not be obligated to issue any Corporate Unit or Treasury Unit certificates on or after the business day immediately preceding the third stock purchase date (or after early settlement) or after the stock purchase contracts have terminated. The purchase contract agreement will provide that, in lieu of the delivery of a replacement Corporate Unit or Treasury Unit certificate following the stock purchase date (or early settlement), the purchase contract agent, upon delivery of the evidence and indemnity described above, will deliver the shares of common stock issuable pursuant to the stock purchase contracts included in the Corporate Units or Treasury Units evidenced by the certificate, or, if the stock purchase contracts have terminated prior to the third stock purchase date, transfer the pledged securities included in the Corporate Units or Treasury Units evidenced by the certificate.

Governing Law

The purchase contract agreement, the pledge agreement and the stock purchase contracts are governed by, and construed in accordance with, the laws of the State of New York.

Information Concerning the Purchase Contract Agent

The Bank of New York Mellon is the purchase contract agent. The purchase contract agent acts as the agent for the holders of Corporate Units and Treasury Units from time to time. The purchase contract agreement does not obligate the purchase contract agent to exercise any discretionary actions in connection with a default under the terms of the Corporate Units and Treasury Units or the purchase contract agreement. In addition, The Bank of New York Mellon is the trustee under the junior debt indenture and the principal paying agent and registrar for the Debentures. See “Description of the Debentures — About the Trustee.” We have entered, and from time to time may continue to enter, into banking or other relationships with The Bank of New York Mellon or its affiliates.

The purchase contract agreement contains provisions limiting the liability of the purchase contract agent and providing for the circumstances under which the purchase contract agent may resign or be replaced. Any resignation or replacement would be effective upon the acceptance of appointment by a successor.

Information Concerning the Collateral Agent

Wilmington Trust Company is the collateral agent and securities intermediary. The collateral agent acts solely as our agent and does not assume any obligation or relationship of agency or trust for or with any of the holders of the Corporate Units or Treasury Units, except for the obligations owed by a pledgee of property to the owner of the property under the pledge agreement and applicable law.

The pledge agreement contains provisions limiting the liability of the collateral agent and providing for the circumstances under which the collateral agent may resign or be replaced. This resignation or replacement would be effective upon the acceptance of appointment by a successor.

Miscellaneous

The purchase contract agreement provides that we will pay the fees and expenses of the collateral agent and the retention of the purchase contract agent.

Should you elect to substitute the related pledged securities to create Treasury Units or recreate Corporate Units, you will be responsible for any fees or expenses payable in connection with that substitution, as well as any commissions, fees or other expenses incurred in acquiring the pledged securities to be substituted, and we will not be responsible for any of those fees or expenses.

DESCRIPTION OF THE DEBENTURES

This section is a summary of some of the terms of our Debentures and the junior debt indenture. This summary does not purport to be complete and is qualified by the Debentures and the junior debt indenture, which, together with the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), contain the full legal text of the matters described in this section. Such documents have been filed with the SEC or incorporated by reference as exhibits to the registration statement of which this document forms a part. You should refer to these documents and the Trust Indenture Act for more information.

As used under this caption, “Description of the Debentures,” references to “we,” “us,” “our” and other similar references mean American International Group, Inc., excluding, unless otherwise expressly stated or the context otherwise requires, its subsidiaries.

General

The Debentures were issued under the junior subordinated debt indenture, dated as of March 13, 2007, between us and The Bank of New York Mellon, as “*indenture trustee*,” as amended and supplemented by three supplemental indentures, dated as of May 16, 2008, between us and the indenture trustee (as so amended and supplemented, the “*junior debt indenture*”). The Debentures were issued in three series:

- Series B-1 Junior Subordinated Debentures initially due February 15, 2041 (the “Series B-1 Debentures”);
- Series B-2 Junior Subordinated Debentures initially due May 1, 2041 (the “Series B-2 Debentures”); and
- Series B-3 Junior Subordinated Debentures initially due August 1, 2041 (the “Series B-3 Debentures”).

The Series B-1 Debentures, the Series B-2 Debentures and the Series B-3 Debentures are referred to collectively as the “*Debentures*.” Each series was issued in an aggregate principal amount of \$1,960,000,000.

We are a holding company that conducts substantially all of our operations through subsidiaries. As a result, we depend on dividends, distributions and other payments from our subsidiaries to fund payments on the Debentures. Further, the majority of our investments are held by our regulated subsidiaries. In light of our current financial situation and the retained deficit resulting from the losses recorded in recent quarters, certain of our regulated subsidiaries have been restricted from making dividend payments, or advancing funds, to us, and we expect these restrictions to continue. In the case of subsidiaries not currently subject to these restrictions, these subsidiaries may be limited in their ability to make dividend payments or advance funds to us in the future because of the need to support their own capital levels.

The indenture trustee is the security registrar and the paying agent for the Debentures. Debentures forming a part of the Corporate Units were issued in fully registered certificated form, without coupons, and are in denomination of \$1,000 and integral multiples of \$1,000.

The Debentures may be transferred or exchanged, without service charge but upon payment of any taxes or other governmental charges payable in connection with any registration of transfer or exchange of the Debentures, at the office described below. Principal and interest with respect to certificated Debentures are payable, the transfer of the Debentures is registrable and Debentures are exchangeable for Debentures of a like aggregate principal amount in denominations of \$1,000 and integral multiples of \$1,000, at the office or agency maintained by us for this purpose in New York City. We have designated the corporate trust office of the indenture trustee as that office for purposes of registering transfers and exchange of the Debentures.

The Debentures are not subject to a sinking fund provision. The entire principal amount of the Debentures will mature and initially become due and payable, together with any accrued and unpaid interest thereon, on February 15, 2041 in the case of the Series B-1 Debentures, May 1, 2041 in the case of the Series B-2 Debentures and August 1, 2041 in the case of the Series B-3 Debentures. We may elect with respect to any series of Debentures prior to the applicable remarketing period start date to move the maturity date up to a date no earlier than the date two years after the applicable stock purchase date. As described below under “— Put Option Following a Failed Remarketing,” holders of separate Debentures have the right to require us to purchase their Debentures under certain circumstances.

The junior debt indenture does not contain any financial covenants or any restrictions on the payment of dividends, the making of investments, the incurrence of indebtedness, redemption or, except as set forth under “— Put Option Following a Failed Remarketing,” repurchase of securities by us.

The junior debt indenture does not contain provisions that afford holders of the Debentures protection in the event we are involved in a highly leveraged transaction or other similar transaction that may adversely affect such holders. The junior debt indenture does not limit our ability to issue or incur other unsecured debt or issue preferred stock.

Ranking

The Debentures are our junior subordinated obligations. The Debentures are subordinated in right of payment to all “senior debt” as described under “— Subordination.” The Debentures rank *pari passu* with our:

- \$1,000,000,000 aggregate principal amount of 6.25% Series A-1 Junior Subordinated Debentures,
- £750,000,000 aggregate principal amount of 5.75% Series A-2 Junior Subordinated Debentures,
- €1,000,000,000 aggregate principal amount of 4.875% Series A-3 Junior Subordinated Debentures,
- \$750,000,000 aggregate principal amount of 6.45% Series A-4 Junior Subordinated Debentures,
- \$1,100,000,000 aggregate principal amount of 7.70% Series A-5 Junior Subordinated Debentures,
- \$4,000,000,000 aggregate principal amount of 8.175% Series A-6 Junior Subordinated Debentures,
- €750,000,000 aggregate principal amount of 8.000% Series A-7 Junior Subordinated Debentures, and
- £900,000,000 aggregate principal amount of 8.625% Series A-8 Junior Subordinated Debentures (collectively, the “outstanding parity securities”).

We may issue additional series of junior subordinated Debentures that rank *pari passu* with the Debentures.

Interest

Each Debenture bears interest, from the issuance date, payable quarterly in arrears on February 1, May 1, August 1 and November 1 of each year, commencing August 1, 2008, to the person in whose name the Debenture is registered at the close of business on the 15th day of the month prior to the month in which the relevant interest payment date falls (unless otherwise specified), at an annual rate of 5.67% in the case of the Series B-1 Debentures, 5.82% in the case of the Series B-2 Debentures and 5.89% in the case of the Series B-3 Debentures.

Following a successful remarketing of any series of Debentures (other than any series that we elect to remarket as floating-rate Debentures), such series of Debentures will bear interest at the reset rate and be payable on a semi-annual basis.

The applicable interest rate on the Debentures may be reset to the reset rate upon successful remarketing as described above under “Description of the Stock Purchase Contracts — Remarketing” and below under “— Market Reset Rate.” The reset rate will become effective on the remarketing settlement date if the Debentures are successfully remarketed. If the Debentures are not successfully remarketed, the interest rate on the Debentures will not be reset.

The amount of interest payable on the Debentures for any period is computed (1) for any full quarterly or semi-annual period on the basis of a 360-day year of twelve 30-day months and (2) for any period shorter than a full quarterly or semi-annual period, on the basis of a 30-day month and, for any period less than a month, on the basis of the actual number of days elapsed per 30-day month. In the event that any date on which interest is payable on the Debentures is not a business day, then payment of the interest payable on such date will be made on the next day that is a business day (and without any interest or other payment in respect of any such delay), with the same force and effect as if made on such originally scheduled date. If we elect to remarket the Debentures of any series as floating-rate Debentures, we may change these conventions effective on the remarketing settlement date so that they will be consistent for Debentures that bear interest at a rate based on the applicable index.

Option to Defer Interest Payments

We may elect at one or more times to defer payment of interest on each series of Debentures for one or more consecutive interest periods until the applicable stock purchase date. As of October 7, 2010, the day before commencement of the exchange offer, we have not deferred any payment of interest on any series of Debentures and we currently do not intend to exercise our option to defer interest on the Debentures.

Deferred interest on each series of Debentures will bear interest at the interest rate then applicable to such series of Debentures, compounded on each interest payment date, subject to applicable law. As used in this document, a "deferral period" refers to the period beginning on an interest payment date with respect to which we elect to defer interest and ending on the earlier of (i) the applicable stock purchase date and (ii) the next interest payment date on which we have paid all accrued and previously unpaid interest on such series of Debentures.

We will give the holders of the Debentures and the indenture trustee written notice of our election to begin a deferral period at least one business day before the record date for the next interest payment date. However, our failure to pay interest on any interest payment date will itself constitute the commencement of a deferral period unless we pay such interest within five business days after the interest payment date, whether or not we provide a notice of deferral. We may pay deferred interest in cash or in the form of additional Debentures in a principal amount equal to the aggregate amount of deferred interest at any time; *provided* that if any deferred interest has not been paid on or prior to the applicable stock purchase date, we must pay it, in cash or in the form of additional Debentures in a principal amount equal to the aggregate amount of deferred interest on such date, to the holders of such series of Debentures, whether or not they participate in the applicable remarketing. We will set a special record date for the payment of any deferred interest, whether in cash or in the form of additional Debentures, that we make on a date that is not an interest payment date for the applicable series of Debentures. A failure to pay interest will not give rise to an event of default unless we fail to pay interest, including compounded interest, in cash or in additional Debentures within 30 days after the applicable stock purchase date.

If we have paid all deferred interest on the Debentures, we can again defer interest payments on Debentures as described above. The junior debt indenture does not limit the number or frequency of interest deferral periods.

Dividend and Other Payment Stoppages during Interest Deferral and under Certain Other Circumstances

We have agreed that:

- until the applicable stock purchase date for any series of Debentures,
 - if an event of default has occurred and is continuing;
 - we have given notice of our election to defer interest payments but the related deferral period has not yet commenced; or
 - a deferral period is continuing with respect to such series of Debentures;
- we have given notice of our election to defer contract adjustment payments but the related deferral period has not yet commenced or a deferral period is continuing with respect to such contract adjustment payments; or
- additional Debentures are outstanding,

then we will not, and will not permit any of our subsidiaries to:

- declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any shares of our capital stock;
- make any payment of principal of, or interest or premium, if any, on, or repay, purchase or redeem any of our debt securities that upon our liquidation rank *pari passu* with, or junior to, the Debentures; or
- make any guarantee payments regarding any guarantee by us of securities of any of our subsidiaries if the guarantee ranks *pari passu* with, or junior in interest to, the Debentures.

The restrictions listed above do not apply to:

- purchases, redemptions or other acquisitions of shares of our capital stock in connection with:
 - any employment benefit plan or other compensatory contract or arrangement; or the Assurance Agreement, dated as of June 27, 2005, by AIG in favor of eligible employees and relating to specified obligations of Starr International Company, Inc. (as such agreement may be amended, supplemented, extended, modified or replaced from time to time); or
 - a dividend reinvestment, stock purchase plan or other similar plan;
- any exchange or conversion of any class or series of our capital stock (or any capital stock of a subsidiary of AIG) for any class or series of our capital stock or of any class or series of our indebtedness for any class or series of our capital stock;
- the purchase of fractional interests in shares of our capital stock in accordance with the conversion or exchange provisions of such capital stock or the security being converted or exchanged;
- any declaration of a dividend in connection with any shareholders' rights plan, or the issuance of rights, equity securities or other property under any shareholders' rights plan, or the redemption or repurchase of rights in accordance with any shareholders' rights plan;
- any dividend in the form of equity securities, warrants, options or other rights where the dividend stock or the stock issuable upon exercise of the warrants, options or other rights is the same stock as that on which the dividend is being paid or ranks on a parity with or junior to such equity securities;
- any payment of current interest or deferred interest on *pari passu* securities during a deferral period that is made *pro rata* to the amounts due on *pari passu* securities and the Debentures;
- any payment of deferred interest or principal on *pari passu* securities that, if not made, would cause us to breach the terms of the instrument governing such *pari passu* securities; or
- the repayment or redemption of any security necessary to avoid a breach of the instrument governing the same.

Market Reset Rate

If the remarketing of any series of Debentures is successful and the rate is reset, the reset rate or the applicable index plus the reset spread will apply to all outstanding Debentures of that series, whether or not the holders participated in such remarketing, and will become effective on the applicable remarketing settlement date. The interest rate on each series of Debentures will be the reset rate or, if we have elected to remarket such series of Debentures as floating-rate Debentures, the applicable index plus the reset spread determined by the remarketing agent, in consultation with us, such that the proceeds from such remarketing, net of the 0.25% remarketing fee, will be at least equal to 100% of the sum of the Treasury portfolio purchase price and the separate Debentures purchase price. The reset rate may be higher or lower than the current rate of interest on such series of Debentures. Furthermore, if we elect to purchase any series of Debentures in the applicable remarketing, it may adversely affect the reset rate and the liquidity of such series of Debentures.

Unless we elect that any series of Debentures will bear interest at a floating rate if successfully remarketed, interest will be payable semi-annually on each series of Debentures at the reset rate from and including the applicable remarketing settlement date on May 1 and November 1 of each year in the case of the Series B-1 Debentures and the Series B-3 Debentures and on February 1 and August 1 of each year in the case of the Series B-2 Debentures. The interest payment dates for any series of Debentures will not change if we elect that such series of Debentures will bear interest at a floating rate if successfully remarketed. If a successful remarketing of the Debentures does not occur, the interest rate will not be reset and the Debentures will continue to bear interest at the initial interest rate, payable quarterly.

Optional Redemption

At any time on or after the date two years after the applicable stock purchase date for any series of Debentures (or after such later date as we may determine prior to the remarketing period start date for such series of Debentures), we may redeem, at our option, the Debentures of such series, in whole or in part, at a price equal to the greater of \$1,000 per Debenture plus accrued and unpaid interest, if any, to the date of redemption and a make-whole redemption price, upon not less than 30 nor more than 60 days' notice. In connection with a remarketing, we may in our discretion eliminate or change the terms of our right to redeem the Debentures of any series.

Redemption Procedures

We will mail, or cause the trustee to mail, every redemption notice to the holders of record of the Debentures to be redeemed at their respective last addresses appearing on our books. Such mailing will be at least 30 days and not more than 60 days before the date fixed for redemption. Any Debentures to be redeemed pursuant to the notice will, on the date fixed for redemption, become due and payable at the redemption price. From and after such date such Debentures will cease to bear interest. Upon surrender of any such Debentures for redemption in accordance with said notice, the Debentures to be redeemed will be paid by us at the redemption price. If any Debentures called for redemption are not so paid upon surrender thereof for redemption, the redemption price will, until paid, bear interest from the redemption date at the applicable interest rate for the Debentures.

Modification of the Terms of the Debentures in Connection with a Successful Remarketing

Not later than the date 30 days prior to the remarketing period start date for any series of Debentures, without the consent of any of the holders of the Debentures, in consultation with the remarketing agent, we may (but will not be required to) make any of the following elections:

- move up the maturity date of the Debentures of such series to any date not earlier than the date two years after the applicable stock purchase date;
- modify our right to redeem the Debentures by providing that we will not be entitled to redeem such Debentures prior to a later date or that the redemption price will equal the principal amount of such Debentures plus accrued and unpaid interest through the date of redemption; or
- provide that the Debentures of such series will bear interest at a floating rate equal to an applicable index plus a reset spread to be determined in the remarketing, in which case we may also elect to modify the business day and day count convention to conform to market practice for floating-rate Debentures bearing interest at a rate determined by reference to such index.

Any such elections shall be made by irrevocable notice to the indenture trustee, who will notify the holders of the Corporate Units and separate Debentures of such series at least 15 days prior to the applicable remarketing period start date. Any such election to move up the maturity date or modify the redemption terms will be effective when made, and any such election to provide for a floating rate will be effective on the applicable remarketing settlement date.

In the case of any successful remarketing the following Debenture terms will be modified without any action by any person:

- the Debentures will cease to be subject to the subordination provisions described under “— Subordination”; and
- we will no longer be able to defer interest as described under “— Option to Defer Interest Payments.”

Optional Remarketing

On or prior to the second business day immediately preceding the remarketing period start date for any series of Debentures, but no earlier than the interest payment date immediately preceding such date, holders of Debentures of the applicable series that are not components of Corporate Units may elect to have their Debentures remarketed in the same manner and at the same price as Debentures that are components of Corporate Units by delivering their

Debentures along with a notice of this election to the custodial agent. The custodial agent will hold the Debentures in an account separate from the collateral account in which the pledged securities will be held. Holders of Debentures electing to have their Debentures remarketed will also have the right to withdraw the election on or prior to the second business day immediately preceding the initial remarketing date. Holders of Treasury Units that are also holders of Debentures that are not part of the Corporate Units may also participate in any remarketing by recreating Corporate Units from their Treasury Units at any time on or prior to the second business day immediately prior to the remarketing period start date.

Put Option Following a Failed Remarketing

If the Debentures of any series have not been successfully remarketed prior to the applicable stock purchase date, the holders of the Debentures of such series that are not part of Corporate Units will have the right to put their Debentures, but not any additional Debentures issued to pay deferred interest on such Debentures, to us on such stock purchase date, upon at least two business days' prior notice to the trustee, at a price equal to their principal amount, plus accrued and unpaid interest.

Consolidation, Merger, Sale of Assets and Other Transactions

So long as any Debentures are outstanding, we may not consolidate or merge with any other person or convey, transfer or lease our properties and assets as an entirety or substantially as an entirety to another person unless:

- the successor or purchaser is a person organized under the laws of the United States, any state within the United States or the District of Columbia;
- the successor or purchaser expressly assumes our obligations under the junior debt indenture and the Debentures; and
- immediately after the transaction, no event of default, and no event which, if notice was given and/or a certain period of time passed, would become an event of default shall exist.

Except as described above, neither the junior debt indenture nor the Debentures contain change of control or similar provisions intended to protect you by requiring us to repurchase or redeem the Debentures if we become involved in a merger or other significant corporate event. In addition, except as described above, no junior debt indenture provision prohibits us from consolidating or merging with another company.

Events of Default

The following events are "events of default" with respect to the Debentures until the applicable stock purchase date:

- default in the payment of interest, including compounded interest, in full in cash or additional Debentures on any Debenture for a period of 30 days after the applicable stock purchase date; or
- default in the payment of the principal of any Debenture at the final maturity date or upon a call for redemption; or
- certain events of bankruptcy, insolvency and reorganization involving AIG.

After the applicable stock purchase date, the "events of default" with respect to the Debentures will be as described below:

- default in the payment of interest, including compounded interest, in full in cash or additional Debentures on any Debenture for a period of 30 days after the applicable stock purchase date; or
- default in the payment of the principal of any Debenture at the final maturity date or upon a call for redemption, and continuance of such default for a period of 5 days;
- default in the performance, or breach of any other covenant or warranty of the junior debt indenture for 60 days after we receive a notice of default stating we are in breach from either the indenture trustee or holders of 25% of the principal amount of Debentures of the affected series; or
- certain events of bankruptcy, insolvency and reorganization involving AIG.

Remedies If an Event of Default Occurs

All remedies available upon the occurrence of an event of default under the junior debt indenture will be subject to the restrictions described below under “— Subordination” for so long as they apply. If an event of default occurs, the indenture trustee will have special duties. In that situation, the indenture trustee will be obligated to use its rights and powers under the junior debt 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 of the type described in the first bullet point in the definition of that term has occurred and has not been cured, the indenture trustee or the holders of at least 25% in principal amount of the Debentures may declare the entire principal amount of all the then Debentures to be due and immediately payable. This is called a declaration of acceleration of maturity. If an event of default involving the bankruptcy, insolvency and reorganization involving AIG has occurred, the principal amount of all then outstanding Debentures will immediately become due and payable. In the case of any other default or breach of the junior debt indenture by AIG prior to the stock purchase date, including an event of default under the second bullet point in the definition of that term, there is no right to declare the principal amount of the Debentures immediately due and payable.

The holders of a majority in aggregate outstanding principal amount of Debentures of any series may, on behalf of the holders of all the Debentures of such series, waive any default or event of default, except an event of default under the second or third bullet point above or a default with respect to a covenant or provision which under the junior debt indenture cannot be modified or amended without the consent of the holder of each outstanding Debenture of such series.

Except in cases of an event of default, where the indenture trustee has the special duties described above, the indenture trustee is not required to take any action under the junior debt indenture at the request of any holders unless the holders offer the indenture trustee reasonable protection from expenses and liability called an indemnity. If indemnity reasonably satisfactory to the indenture trustee is provided, the holders of a majority in principal amount of the outstanding Debentures may direct the time, method and place of conducting any lawsuit or other formal legal action seeking any remedy available to the indenture trustee. These majority holders may also direct the indenture trustee in performing any other action under the junior debt indenture with respect to the Debentures.

Before you bypass the indenture trustee and bring your own lawsuit or other formal legal action or take other steps to enforce your rights or protect your interests under the junior debt indenture, the following must occur:

- a holder of the Debenture must give the indenture trustee written notice that an event of default has occurred and remains uncured;
- the holders of 25% in principal amount of all Debentures of the relevant series must make a written request that the indenture trustee take action because of the default, and they must offer reasonable indemnity to the indenture trustee against the cost, expenses and liabilities of taking that action; and
- the indenture trustee must have not taken action for 60 days after receipt of the above notice and offer of indemnity.

We give to the indenture trustee every year a written statement of certain of our officers certifying that to their knowledge we are in compliance with the junior debt indenture, or else specifying any default.

Subordination

Holders of the Debentures should recognize that contractual provisions in the junior debt indenture may prohibit us from making payments on the Debentures. The Debentures are subordinate and junior in right of payment, to the extent and in the manner stated in the junior debt indenture, to all of our senior debt, as defined in the junior debt indenture, including our senior secured debt.

The junior debt indenture defines “senior debt” as all indebtedness and obligations of, or guaranteed or assumed by, us:

- for borrowed money;
- evidenced by bonds, debentures, notes or other similar instruments; and

- that represent obligations to policyholders of insurance or investment contracts;

in each case, whether existing now or in the future, and all amendments, renewals, extensions, modifications and refundings of any indebtedness or obligations of that kind. Senior debt includes our senior secured debt under the FRBNY Credit Facility. Senior debt also includes any subordinated or junior subordinated debt that by its terms is not expressly *pari passu* or subordinated to the Debentures; all guarantees of securities issued by any trust, partnership or other entity affiliated with us that is, directly or indirectly, our financing vehicle; and intercompany debt. The Debentures rank *pari passu* with the outstanding parity securities. The junior debt indenture does not restrict or limit in any way our ability to incur senior debt. As of September 30, 2010, we had approximately \$67.4 billion of outstanding senior debt.

Senior debt excludes:

- trade accounts payable and accrued liabilities arising in the ordinary course of business; and
- any indebtedness, guarantee or other obligation that is specifically designated as being subordinate, or not superior, in right of payment to the Debentures (including the outstanding parity securities).

The junior debt indenture provides that, unless all principal of and any premium or interest on the senior debt has been paid in full, no payment or other distribution may be made with respect to any Debentures in the following circumstances:

- in the event of any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization, assignment for creditors or other similar proceedings or events involving us or our assets; or
- any event of default with respect to any senior debt for borrowed money having at the relevant time an aggregate outstanding principal amount of at least \$100 million has occurred and is continuing and has been accelerated (unless the event of default has been cured or waived or ceased to exist and such acceleration has been rescinded); or
- in the event the Debentures have been declared due and payable prior to the final maturity date.

If the indenture trustee under the junior debt indenture or any holders of the Debentures receive any payment or distribution that is prohibited under the subordination provisions, then the indenture trustee or the holders will have to repay that money to the holders of the senior debt.

The subordination provisions do not prevent the occurrence of an event of default. This means that the indenture trustee under the junior debt indenture and the holders of the Debentures can take action against us, but they will not receive any money until the claims of the holders of senior debt have been fully satisfied.

Modification

There are four types of changes we can make to the junior debt indenture and the Debentures.

Changes Requiring Approval of All Holders. First, there are changes that cannot be made to the Debentures without specific approval of each holder of a Debenture affected by the change. Affected Debentures may be all or less than all of the Debentures issued under that junior debt indenture or all or less than all of the Debentures of a series. Following is a list of those types of changes:

- change the stated maturity of the principal or interest on a Debenture;
- reduce any amounts due on a Debenture;
- reduce the amount of principal payable upon acceleration of the maturity of a Debenture (including the amount payable on an original issue discount security) following a default;
- change the currency of payment on a Debenture;
- impair a holder's right to sue for payment;
- reduce the percentage of holders of Debentures whose consent is needed to modify or amend the junior debt indenture;

- reduce the percentage of holders of Debentures whose consent is needed to waive compliance with certain provisions of the junior debt indenture or to waive certain defaults;
- modify any other aspect of the provisions dealing with modification and waiver of the junior debt indenture;
- modify the put right of holders of separate Debentures upon a failed remarketing;
- modify the rate reset or remarketing provisions of the Debentures, it being understood that the elimination of the subordination and interest deferral provisions, any reset of the interest rate or modification of the maturity date or redemption provisions of the Debentures in connection with a successful remarketing is permitted under the junior debt indenture and does not require any modification to the provisions of the junior debt indenture.

We may, with the indenture trustee's consent, execute, without the consent of any holder of the Debentures, any supplemental indenture for the purpose of creating any new series of junior subordinated debentures.

Changes Requiring a Majority Vote. The second type of change to the junior debt indenture and the Debentures is the kind that requires a vote in favor by holders of Debentures owning a majority of the principal amount of the particular series affected or, if so provided and to the extent permitted by the Trust Indenture Act, of particular Debentures 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 Debentures. We may also obtain a waiver of a past default from the holders of Debentures owning a majority of the principal amount of the particular series affected. However, we cannot obtain a waiver of a payment default or any other aspect of the junior debt indenture or the Debentures listed in the first category described above under “— Changes Requiring Approval of All Holders” unless we obtain the individual consent of each holder to the waiver.

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

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

Modification of Subordination Provisions. We may not modify the subordination provisions of the junior debt indenture in a manner that would adversely affect in any material respect the outstanding Debentures, without the consent of the holders of a majority in principal amount of the particular series affected or, if so provided and to the extent permitted by the Trust Indenture Act, of particular Debentures affected thereby. Also, we may not modify the subordination provisions of any outstanding Debentures without the consent of each holder of our senior debt that would be adversely affected thereby. The term “senior indebtedness” is defined under “— Subordination.” However, the elimination of the subordination provisions of the Debentures in connection with a successful remarketing is permitted under the junior debt indenture and does not require any modification to the provisions of the junior debt indenture.

Defeasance; Satisfaction and Discharge

The defeasance or covenant defeasance provisions of the junior debt indenture will apply to the Debentures of any series that bears interest at a fixed rate after the applicable stock purchase date. The satisfaction and discharge provisions of the junior debt indenture apply to the Debentures.

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 the Debentures, called full defeasance, if we put in place the following other arrangements for holders to be repaid:

- We must deposit in trust for the benefit of all holders of the Debentures a combination of money and notes or bonds of the U.S. government or a U.S. government agency or U.S. government-sponsored entity (the

obligations of which are backed by the full faith and credit of the U.S. government) that will generate enough cash to make interest, principal and any other payments on the Debentures on their various due dates.

- There must be a change in current U.S. federal tax law or an IRS ruling that lets us make the above deposit without causing the holders to be taxed on the Debentures any differently than if we did not make the deposit and just repaid the Debentures ourselves. Under current federal tax law, the deposit and our legal release from the obligations pursuant to the Debentures would be treated as though we took back your Debentures 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 Debentures you give back to us.
- We must deliver to the indenture trustee a legal opinion of our counsel confirming the tax law change described above.
- No event or condition may exist that, under the provisions described above under “— Subordination” above, would prevent us from making payments of principal, premium or interest on those Debentures on the date of the deposit referred to above or during the 90 days after that date.

If we ever did accomplish full defeasance, as described above, you would have to rely solely on the trust deposit for repayment on the Debentures. 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 some of the restrictive covenants under the Debentures. This is called covenant defeasance. In that event, you would lose the protection of these covenants but would gain the protection of having money and U.S. government or U.S. government agency notes or bonds set aside in trust to repay the Debentures. In order to achieve covenant defeasance, we must do the following:

- We must deposit in trust for the benefit of all holders of the Debentures a combination of money and notes or bonds of the U.S. government or a U.S. government agency or U.S. government-sponsored entity (the obligations of which are backed by the full faith and credit of the U.S. government) that will generate enough cash to make interest, principal and any other payments on the Debentures on their various due dates.
- We must deliver to the indenture 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 Debentures any differently than if we did not make the deposit and just repaid the Debentures ourselves.

If we accomplish covenant defeasance, the events of default described under “— Events of Default” would no longer apply.

If we accomplish covenant defeasance, you can still look to us for repayment of the Debentures 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 Debentures become immediately due and payable, there may be such a shortfall.

Subsequent Repurchases

Following completion of the exchange offer, we may repurchase Debentures in a remarketing, in the open market, in privately negotiated transactions or otherwise. Future purchases of Debentures may be on terms that are more or less favorable than those of the exchange offer. Future repurchases, if any, will depend on many factors, including market conditions and the condition of our business.

Governing Law

The junior debt indenture and the Debentures are governed by, and shall be construed in accordance with, the laws of the State of New York.

About the Trustee

The Bank of New York Mellon is the trustee under the junior debt indenture and is the principal paying agent and registrar for the Debentures. The Bank of New York Mellon also acts as purchase contract agent in connection with the Equity Units. We have entered, and from time to time may continue to enter, into banking or other relationships with The Bank of New York Mellon or its affiliates. See “Certain Provisions of the Purchase Contract Agreement and the Pledge Agreement — Information Concerning the Purchase Contract Agent” in this document for further information regarding The Bank of New York Mellon.

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.

In addition, The Bank of New York Mellon serves as the trustee for our senior debt securities, our subordinated debt securities and the warrants issued under our warrant indenture, as well as the trustee under any amended and restated trust agreement and capital securities subordinated guarantee that we enter into in connection with the issuance of capital securities. Consequently, if an actual or potential event of default occurs with respect to any of these securities, trust agreements or subordinated guarantees, the trustee may be considered to have a conflicting interest for purposes of the Trust Indenture Act of 1939. In that case, the trustee may be required to resign under one or more of the indentures, trust agreements or subordinated guarantees 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.

Agreement by Purchasers of Certain Tax Treatment

Each Debenture provides that, by acceptance of the Debenture or a beneficial interest therein, you intend that the Debenture constitutes debt and you agree to treat it as debt for U.S. federal, state and local tax purposes in the manner described under “Certain United States Federal Income Tax Consequences” in the prospectus supplement dated May 12, 2008 relating to the Equity Units and its accompanying prospectus dated July 13, 2007.

Book-Entry System

Debentures which are released from the pledge following substitution or settlement of the stock purchase contracts will be issued in the form of one or more global certificates, which are referred to as global securities, registered in the name of the depository or its nominee. Except under the limited circumstances described below or except upon recreation of Corporate Units, Debentures represented by the global securities will not be exchangeable for, and will not otherwise be issuable as, Debentures in certificated form. The global securities described above may not be transferred except by the depository to a nominee of the depository or by a nominee of the depository to the depository or another nominee of the depository or to a successor depository or its nominee. For additional information concerning the depository and its book-entry system, see “Description of the Stock Purchase Contracts — Book-Entry System” above and “Legal Ownership and Book-Entry Issuance” in the prospectus dated July 13, 2007.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of the securities in certificated form. These laws may impair the ability to transfer beneficial interests in such a global security.

Except as provided below, owners of beneficial interests in such a global security are not entitled to receive physical delivery of Debentures in certificated form and are not considered the holders (as defined in the junior debt indenture) thereof for any purpose under the junior debt indenture, and no global security representing Debentures shall be exchangeable, except for another global security of like denomination and tenor to be registered in the name of the depository or its nominee or a successor depository or its nominee. Accordingly, each beneficial owner must rely on the procedures of the depository, or if such person is not a participant, on the procedures of the participant through which such person owns its interest to exercise any rights of a holder under the junior debt indenture.

In the event that:

- the depositary notifies us that it is unwilling or unable to continue as a depositary for the global security certificates, and no successor depositary has been appointed within 90 days after this notice,
- the depositary at any time ceases to be a clearing agency registered under the Exchange Act when the depositary is required to be so registered to act as the depositary and no successor depositary has been appointed within 90 days after we learn that the depositary has ceased to be so registered,
- to the extent permitted by the depositary, we in our sole discretion determine that the global securities shall be exchangeable, or
- an event of default occurs and is continuing with respect to the Debentures;

certificates for the Debentures will be printed and delivered in exchange for beneficial interests in the global security certificates. Any global Debenture that is exchangeable pursuant to the preceding sentence shall be exchangeable for Debenture certificates registered in the names directed by the depositary. We expect that these instructions will be based upon directions received by the depositary from its participants with respect to ownership of beneficial interests in the global security certificates. In addition, as noted above, interests in global securities may be exchanged for Debentures in certificated form in connection with the recreation of Corporate Units.

COMPARISON OF RIGHTS BETWEEN CORPORATE UNITS AND COMMON STOCK

The following summarizes the material differences between the rights of holders of Corporate Units and of holders of the common stock to be issued in the exchange offer. The discussion below is a summary and is qualified by our amended and restated certificate of incorporation, our bylaws, the purchase contract agreement and the pledge agreement governing the Corporate Units, the junior debt indentures governing the Debentures, the Trust Indenture Act of 1939, applicable Delaware law and other documents referred to herein, which contain the full legal text of the matters described in this section. We urge you to read these documents for more information on the terms of the Corporate Units and the common stock.

Ranking

Common Stock: In any liquidation, dissolution or winding up of AIG, our common stock would rank below all debt claims against us, including the Debentures that are part of the Corporate Units. As a result, holders of our common stock will not be entitled to receive any payment or other distribution of assets upon the liquidation or dissolution until after our obligations to our debt holders have been satisfied. In addition, holders of shares of our preferred stock will have priority over holders of our common stock with respect to the distribution of our assets in the event of our liquidation or dissolution.

Corporate Units: The Debentures and our obligations to make contract adjustment payments are unsecured, rank junior in payment to all of our existing and future senior debt and are effectively subordinated to all liabilities of our subsidiaries. "Senior debt" means all indebtedness and obligations of, or guaranteed or assumed by, us (i) for borrowed money; (ii) evidenced by bonds, debentures, notes or other similar instruments; and (iii) that represent obligations to policyholders of insurance or investment contracts, in each case, whether existing now or in the future, and all amendments, renewals, extensions, modifications and refundings of any indebtedness or obligations of that kind. Senior debt includes our senior secured debt under the FRBNY Credit Facility. Senior debt also includes any subordinated or junior subordinated debt that by its terms is not expressly *pari passu* or subordinated to the Debentures; all guarantees of securities issued by any trust, partnership or other entity affiliated with us that is, directly or indirectly, our financing vehicle; and intercompany debt. Each series of Debentures rank *pari passu* with outstanding parity securities, as defined in "Description of the Debentures — Ranking."

Governing Documents

Corporate Units: Holders of Corporate Units have their rights set forth in (i) the purchase contract agreement, dated as of May 16, 2008, between us and The Bank of New York Mellon (formerly known as The Bank of New York), as purchase contract agent; (ii) the pledge agreement, dated as of May 16, 2008, among us, Wilmington Trust Company, as collateral agent, custodial agent and securities intermediary, and The Bank of New York Mellon, as the purchase contract agent; (iii) the remarketing agreement, dated as of May 16, 2008, among us, Citigroup Global Markets Inc. and J.P. Morgan Securities Inc. and The Bank of New York Mellon, as the purchase contract agent; and (iv) the junior debt indenture.

Common Stock: Holders of shares of our common stock have their rights set forth in, and may enforce their rights under, our amended and restated certificate of incorporation, our bylaws and Delaware law.

Payments

Corporate Units: Holders of Corporate Units are entitled to quarterly contract adjustment payments on stock purchase contracts, quarterly interest payments on Debentures, or both, as described under "Description of the Equity Units — Current Payments." These payments are subject to deferral as described under "Description of the Equity Units — Deferral of Payments on Equity Units" and early settlement as described under "Description of the Stock Purchase Contracts — Early Settlement upon Cash Merger," and are subordinated to the senior debt as described under "Description of the Equity Units — Ranking."

Common Stock: Holders of shares of our common stock are entitled to receive ratable dividends only when, as and if declared by our board of directors out of funds legally available for such purpose. Under the FRBNY Credit Facility, we are currently restricted from declaring or paying dividends on the common stock. Moreover, pursuant to

the terms of each of our Series E Preferred Stock and our Series F Preferred Stock, we are not able to declare or pay any cash dividends on the common stock or on any of our preferred stock ranking junior to such series of preferred stock for any period until dividends on each of the Series E Preferred Stock and Series F Preferred Stock have been paid for such period. We have not paid dividends on the Series E Preferred Stock and Series F Preferred Stock since their issuance in 2009 and no dividends have been paid on our common stock since the third quarter of 2008. For a discussion of certain restrictions on the payment of dividends to AIG by some of its insurance subsidiaries, see our 2009 Annual Report on Form 10-K, our Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2010 and our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2010, all of which are incorporated by reference herein.

Redemption

Corporate Units: The Debentures of each series are redeemable at our option, in whole or in part, at any time, on or after the date two years after the applicable stock purchase date at a price equal to the greater of their principal amount, plus accrued and unpaid interest, if any, to the date of redemption and a make-whole redemption price. The make-whole redemption price will be calculated based upon the present value determined in accordance with customary financial practice of the principal amount and interest that would have been payable from the redemption date to the maturity date of the relevant Debentures to be redeemed. This amount will be discounted on a quarterly basis at the rate per annum equal to the yield to maturity of the Treasury security having a maturity comparable to the relevant debenture, plus 0.25%. Not later than 30 days prior to the remarketing period start date for any series of Debentures, we have the right to (i) modify our right to redeem the Debentures of such series so that it commences on a date later than the date two years after the applicable stock purchase date and (ii) change the formula for determining the make-whole redemption price or change the redemption price to equal the principal amount of the Debentures, plus accrued and unpaid interest, if any, to the date of redemption. See "Description of the Debentures — Optional Redemption."

Common Stock: The shares of our common stock are not subject to redemption.

Listing

Corporate Units: The Corporate Units are listed on the NYSE under the symbol "AIG-PrA". The exchange offer is subject to, among other things, the condition that we determine in our reasonable judgment, based on consultation with the NYSE, that the NYSE is not likely to delist the Corporate Units as a result of the consummation of the exchange offer.

Common Stock: Our common stock is listed on the NYSE under the symbol "AIG". Our common stock is also listed on stock exchanges in Ireland and Tokyo.

Voting Rights

Corporate Units: Holders of stock purchase contracts that are part of the Corporate Units or Treasury Units, in such capacities, have no voting or other rights in respect of the common stock.

Common Stock: Each holder of common stock is entitled to one vote for each share held of record on all matters submitted to a vote of shareholders, including the election of directors. In addition, the holders of the Series C Preferred Stock have the voting power to vote with the common stock on all matters submitted to our shareholders to the extent permitted by law. As of September 30, 2010, the holders of the Series C Preferred Stock had approximately 79.8 percent of the total voting power of AIG's shareholders that are entitled to vote. See "Description of Capital Stock — Preferred Stock" for further description of the voting power of the Trust and the Department of the Treasury as holders of our Series E Preferred Stock and the Series F Preferred Stock.

Maturity

Corporate Units: The entire principal amount of the Debentures will mature and initially become due and payable, together with any accrued and unpaid interest thereon, on February 15, 2041 in the case of the Series B-1 Debentures, May 1, 2041 in the case of the Series B-2 Debentures and August 1, 2041 in the case of the Series B-3

Debentures. We may elect with respect to any series of Debentures prior to the applicable remarketing period start date to move the maturity date up to a date no earlier than the date two years after the applicable stock purchase date. As described under “Description of the Debentures — Put Option Following a Failed Remarketing,” holders of separate Debentures will have the right to require us to purchase their Debentures under certain circumstances.

Subject to a holder’s early settlement right as described under “Description of the Stock Purchase Contracts — Early Settlement,” and “Description of the Stock Purchase Contracts — Early Settlement upon Cash Merger,” each stock purchase contract underlying a Corporate Unit or Treasury Unit will obligate the holder of the stock purchase contract to purchase, and us to sell, on each of February 15, 2011, May 1, 2011 and August 1, 2011, for \$25 in cash, a number of newly issued shares of our common stock equal to the settlement rate.

Common Stock: The concept of maturity is not applicable to our common stock.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following are the material U.S. federal income tax consequences of the exchange offer. This summary is based on interpretations of the Internal Revenue Code of 1986, as amended, or the "Code," regulations issued thereunder, and rulings and decisions currently in effect (or in some cases proposed), all of which are subject to change. Any such change may be applied retroactively and may adversely affect the U.S. federal income tax consequences described herein. Except where indicated otherwise, this discussion only applies to U.S. holders (as defined below) that hold their Corporate Units as capital assets. This summary does not discuss all of the tax consequences that may be relevant to particular investors or to investors subject to special treatment under the U.S. federal income tax laws, such as:

- securities or currency dealers or brokers, or traders in securities electing mark-to-market treatment;
- banks, thrifts, or other financial institutions;
- insurance companies, regulated investment companies or real estate investment trusts;
- small business investment companies or S corporations;
- investors that hold their Corporate Units through a partnership or other entity that is treated as a partnership for U.S. federal income tax purposes;
- U.S. holders whose functional currency is not the U.S. dollar;
- retirement plans or other tax-exempt entities, or persons holding the Corporate Units in tax-deferred or tax-advantaged accounts;
- investors holding Corporate Units as part of a "straddle" or a "conversion transaction" for U.S. federal income tax purposes or investors holding Equity Units that are a hedge or that are hedged against interest rate or currency risks, or as part of some other integrated investment; or
- investors subject to the alternative minimum tax.

This summary also does not address the tax consequences to shareholders or other equity holders in, or beneficiaries of, a holder of Corporate Units or debentures, or any state, local or foreign tax consequences of the exchange offer. Holders considering participating in the exchange offer should consult their own tax advisors concerning the application of U.S. federal income tax laws to their particular situations as well as any consequences of the exchange offer arising under the laws of any other taxing jurisdiction.

For purposes of this discussion, "U.S. holder" means a beneficial owner of Corporate Units that is:

- a citizen or resident of the United States;
- a corporation (or other entity that is treated as a corporation for U.S. federal tax purposes) created or organized in or under the laws of the United States or any state thereof (including the District of Columbia);
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust, if a court within the United States is able to exercise primary supervision over its administration, and one or more U.S. persons (as determined for U.S. federal income tax purposes) have the authority to control all of its substantial decisions.

Taxation of Corporate Units — General

We have treated each Corporate Unit for U.S. federal income tax purposes as consisting of (a) a 1/40, or 2.5%, undivided beneficial interest in a Debenture from each of the three series and (b) a stock purchase contract, which represents the right to receive contract adjustment payments and the obligation to purchase, for \$25, on each of the three stock purchase dates, a number of shares of our common stock equal to the settlement rate. The remainder of this summary assumes this treatment will be respected for U.S. federal income tax purposes. Consequently, you were required to allocate your purchase price for the Corporate Units among the components described above in

proportion to their respective fair market values at the time of purchase. This allocation established your initial U.S. federal income tax basis in your interest in the underlying debentures and stock purchase contract.

We treated the initial fair market value of the interests in each of the three series of Debentures per each Corporate Unit as \$25 and the fair market value of the stock purchase contract as \$0 at the time of purchase. Holders of Corporate Units who purchased their Equity Units from the Company agreed to treat the Equity Units and to allocate the purchase price as described above. This allocation is not, however, binding on the Internal Revenue Service, or the "IRS." The remainder of this summary assumes that this allocation of the purchase price will be respected for U.S. federal income tax purposes.

We treated the Debentures as "variable rate debt instruments" that were issued with no more than a *de minimis* amount of original issue discount ("OID") for U.S. federal income tax purposes. The remainder of this summary assumes this characterization will be respected for U.S. federal income tax purposes.

Taxation of the Exchange Offer

Based on the advice of Sullivan & Cromwell LLP, counsel to the Company, we intend to treat the exchange offer as (1) a repurchase of your interests in the Debentures in exchange for common stock and an amount of cash, which, when added to the fair market value of the common stock received, will equal the principal amount of your 1/40 interests in the Debentures plus any accrued but unpaid interest to but excluding the settlement date of the exchange offer, and (2) a cancellation of the stock purchase contract forming part of your Corporate Units in exchange for a cash payment to the Company. This characterization of the exchange offer is consistent with the form of the relevant documents. Except as otherwise noted, the remainder of this summary assumes that the exchange offer will be so treated.

Notwithstanding the above, there is no clear authority governing the U.S. federal income tax treatment of the exchange offer and alternative characterizations are possible. In the absence of any exchange offer, for example, you would have received only cash for your Debentures and you would have used that cash to purchase common stock pursuant to a physical settlement of the stock purchase contract. You should consult your tax advisor about whether it might be reasonable to recharacterize the exchange offer in this manner (or whether the IRS might seek to so recharacterize it). Under such a recharacterization, you would not recognize any loss in respect of a cancellation of the stock purchase contract, but your initial basis in the Debentures would carry over into the basis of the common stock you received. See the section under the heading "Certain United States Federal Income Tax Consequences — Taxation of the Treasury Portfolio — Acquisition and Taxation of the Common Stock — Acquisition of Common Stock under the Stock Purchase Contracts" in the prospectus supplement, dated May 12, 2008, to the prospectus, dated July 13, 2007, for a further description of this alternative.

Treatment of the Repurchase of the Debentures

With respect to the repurchase of your interests in the Debentures pursuant to the exchange offer, you will recognize gain or loss in an amount equal to the difference between (i) the fair market value of the common stock and cash you receive in exchange for your interests in the Debentures (not including the portion therefore attributable to accrued but unpaid interest) and (ii) your adjusted tax basis in your interests in the Debentures. Your adjusted tax basis will generally be equal to the amount you paid for your interests in the Debentures, plus any market discount previously included in income with respect to your interests in the Debentures. If you purchased your Corporate Units at initial issuance at their original offering price, you agreed to allocate your purchase price as described above in "— Taxation of Corporate Units — General." You will therefore not recognize any gain or loss in respect of the redemption of your Debentures, but you will include any accrued but unpaid interest in income. If you purchased your Corporate Units in the secondary market, the amount you paid for your interest in the Debentures will be the amount you allocated to your interests in the Debentures, based on their fair market value at the time of purchase. Except to the extent attributable to accrued but unpaid interest or market discount, any gain or loss you recognize will generally be capital gain or loss, which will be long-term capital gain or loss if you held your interests in the Debentures for more than one year. Subject to certain exceptions, long-term capital gains of individuals are generally eligible for reduced rates of taxation. The deduction of capital losses is subject to limitations.

Market Discount. You will be treated as if you purchased your interests in the Debentures at a market discount if the principal amount of your interests in the Debentures exceeds the amount you paid for your interests in the Debentures by more than a *de minimis* amount. The amount of any such excess will be “market discount.” Under the market discount rules of the Code, any gain recognized on the repurchase of your interests in the Debentures generally would be treated as ordinary income to the extent of accrued market discount, unless you elected to include market discount in income as it accrued.

Treatment of the Cancellation of the Stock Purchase Contract

If you purchased your Corporate Units at initial issuance at their original offering price, or when the stock purchase contract forming part of the Corporate Units had positive value, you will recognize a capital loss equal to the sum of (i) the amount that you are treated as paying to the Company to cancel the stock purchase contract and (ii) your adjusted tax basis in the stock purchase contract. Such loss will generally be long-term capital loss if you held the stock purchase contract for more than one year. The deduction of capital losses is subject to limitations. If you purchased your Corporate Units at initial issuance at their original offering price, you agreed to allocate your purchase price as described above in “— Taxation of Corporate Units — General,” in which case you allocated nothing to the stock purchase contracts. You will therefore recognize a capital loss equal to the amount you are treated as paying the Company to cancel the stock purchase contract. If you purchased your Corporate Units at initial issuance at their original offering price, this amount should generally equal the excess of (i) your initial basis in the Corporate Units over (ii) the fair market value of the common stock plus any cash in excess of amounts attributable to accrued but unpaid interest, that you retain pursuant to the exchange offer.

If you purchased your Corporate Units when the stock purchase contract had a negative value, the U.S. federal income tax consequences of the cancellation of your stock purchase contract are unclear. You should consult your tax advisor regarding the U.S. federal income tax consequences of the cancellation of your stock purchase contract under such circumstances.

Acquisition and Taxation of Common Stock

Acquisition of Common Stock Pursuant to the Exchange Offer. Your tax basis in a share of common stock received pursuant to the exchange offer will be equal to the fair market value of the share on the date of the exchange offer. The holding period for shares of our common stock you receive will begin on the day following your acquisition of the stock.

Dividends on the Common Stock. Any distribution with respect to common stock that we pay out of our current or accumulated earnings and profits (as determined for U.S. federal income tax purposes) on your common stock will constitute a dividend and will be includible in income by you. Any such dividend will be eligible for the dividends-received deduction if you are an otherwise qualifying corporate U.S. holder that meets the holding period and other requirements for the dividends received deduction. Distributions in excess of our current and accumulated earnings and profits are treated first as a non-taxable return of capital to the extent of your basis in the common stock, and then as capital gain.

Disposition of Common Stock. Upon the disposition of your common stock, you generally will recognize capital gain or loss equal to the difference between the amount realized and your adjusted tax basis in your common stock. Your adjusted tax basis in the common stock at the time of any such disposition should generally equal your initial tax basis in the common stock, reduced by the amount of any cash distributions that are not treated as dividends. Such capital gain or loss generally will be long-term capital gain or loss if you held the common stock for more than one year following the stock purchase date. Subject to certain exceptions, long-term capital gains of individuals are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Non-U.S. Holders

The following discussion applies only to non-U.S. holders. For purposes of this discussion, a “*non-U.S. holder*” is a holder that is a beneficial owner of Corporate Units that is not a United States person and is not a partnership for U.S. federal income tax purposes. If you are a non-U.S. holder subject to special rules, such as a “controlled foreign

corporation” or “passive foreign investment company”, you should consult your own tax advisor to determine the U.S. federal, state, local and foreign tax consequences that may be relevant to you in your particular circumstances. This discussion assumes, as noted above, that for U.S. federal income tax purposes, the stock purchase contracts and the Debentures will be respected as separate securities and the Debentures will be classified as indebtedness.

Tax Treatment of the Exchange Offer

Generally, any gain or income (other than gain treated as interest) realized in connection with the exchange offer generally will not be subject to U.S. federal income tax unless:

- that gain is effectively connected with the conduct of a trade or business by the non-U.S. holder in the United States; or
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met.

Accrued Interest.

For a discussion of accrued interest on the Debentures, see the section under the heading “Certain United States Federal Income Tax Consequences — Non-U.S. Holders” in the prospectus supplement, dated May 12, 2008, to the prospectus, dated July 13, 2007. The 30% U.S. federal withholding tax will not apply to any amount attributable to accrued but unpaid interest received in the exchange offer, provided that you are a non-U.S. holder and that:

- you do not actually (or constructively) own 10% or more of the total combined voting power of all classes of our voting stock within the meaning of the Code and the United States Treasury Regulations;
- you are not a controlled foreign corporation that is related to us through stock ownership;
- you are not a bank whose receipt of interest on the Debentures is described in section 881(c)(3)(A) of the Code; and
- you provide your name and address on IRS Form W-8BEN (or other applicable form), and certify, under penalties of perjury, that you are not a United States person, or if Corporate Units are held through certain foreign intermediaries or foreign partnerships, the certification requirements of applicable United States Treasury Regulations are satisfied.

Dividends on Our Common Stock

We will generally withhold tax at a 30% rate on dividends paid (including any deemed dividends as a result of a constructive distribution) on our common stock acquired in the exchange offer or such lower rate as may be specified by an applicable income tax treaty. However, dividends that are effectively connected with the conduct of a trade or business by the non-U.S. holder within the United States (and where a tax treaty applies, are attributable to a United States permanent establishment of the non-U.S. holder) are not subject to the withholding tax, *provided* that the holder satisfies the relevant certification requirement, but instead are subject to U.S. federal income tax as described below.

A non-U.S. holder of our common stock who wishes to claim the benefit of an applicable treaty rate for dividends will be required to furnish an IRS Form W-8BEN (or an acceptable substitute form) to claim such reduced rate. A non-U.S. holder of our common stock who wishes to claim an exemption from the 30% withholding tax for dividends that are effectively connected with the conduct of a trade or business by the non-U.S. holder within the United States will be required to furnish an IRS Form W-8ECI (or an acceptable substitute form) stating that such payments are not subject to the 30% withholding tax because they are effectively connected with the non-U.S. holder’s trade or business in the United States. A non-U.S. holder eligible for a reduced rate or an exemption from U.S. federal withholding tax on payments, as described above, may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS.

Non-U.S. Holders Engaged in a U.S. Trade or Business

If a non-U.S. holder is engaged in a trade or business in the United States and dividends on our common stock are effectively connected with the conduct of that trade or business, such holder will be subject to U.S. federal income tax on the interest or dividends on a net income basis (although exempt from the 30% withholding tax) in the same manner as if the holder were a United States person as defined under the Code. The non-U.S. holder must satisfy certain certification and disclosure requirements (as described above) in order to establish its exemption from withholding on its effectively connected income. In addition, a non-U.S. holder that is a foreign corporation may be subject to a branch profits tax equal to 30% (or lower applicable treaty rate) of its earnings and profits for the taxable year, subject to adjustments, that are effectively connected with the conduct by the holder of a trade or business in the United States. For this purpose, dividends on our common stock will be included in earnings and profits.

Information with respect to Foreign Financial Assets

Under recently enacted legislation, individuals that own “specified foreign financial assets” with an aggregate value in excess of \$50,000 in taxable years beginning after March 18, 2010 will generally be required to file an information report with respect to such assets with their tax returns. “Specified foreign financial assets” include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-United States persons, (ii) financial instruments and contracts held for investment that have non-United States issuers or counterparties, and (iii) interests in foreign entities. United States holders that are individuals are urged to consult their tax advisors regarding the application of this legislation to their ownership of the notes.

Backup Withholding and Information Reporting

U.S. Holders. In general, you will be subject to backup withholding with respect to payments you receive in the exchange offer and with respect to payments made on your shares of common stock and the proceeds received from the sale of your shares of common stock unless you are an entity that is exempt from backup withholding and, when required, demonstrate this fact or:

- you provide your Taxpayer Identification Number, or “TIN,” which, if you are an individual, would be your Social Security Number;
- you certify that (i) the TIN you provide is correct, (ii) you are a U.S. person and (iii) you are not subject to backup withholding because (A) you are exempt from backup withholding or (B) you have not been notified by the IRS that you are subject to backup withholding due to underreporting of interest or dividends or (C) you have been notified by the IRS that you are no longer subject to backup withholding; and
- you otherwise comply with the applicable requirements of the backup withholding rules.

In addition, such payments or proceeds received by you if you are not a corporation or tax-exempt organization will generally be subject to information reporting requirements.

Pursuant to recently enacted legislation, certain payments made on our common stock to corporate U.S. holders after December 31, 2011 may be subject to information reporting and backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding from a payment to you will be allowed as a credit against your U.S. federal income tax liability and may entitle you to a refund, *provided* that you furnish the required information to the IRS.

Non-U.S. Holders. In general (except as described below), backup withholding and information reporting will not apply to payments received by a non-U.S. holder in the exchange offer and to dividends on our common stock paid to a non-U.S. holder, or to proceeds from the disposition common stock by a non-U.S. holder, in each case, if the holder certifies under penalties of perjury that it is a non-United States person and neither we nor our paying agent has actual knowledge to the contrary.

Any amounts withheld under the backup withholding rules will be allowed as a credit against the non-U.S. holder's U.S. federal income tax liability, *provided* the required information is timely furnished to the IRS. In general, if your Corporate Units or common stock are not held through a qualified intermediary, the amount of payments made in the exchange offer and the amount of dividends on our common stock, the name and address of the beneficial owner and the amount, if any, of tax withheld may be reported to the IRS.

THE U.S. FEDERAL INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE DEPENDING UPON A HOLDER'S PARTICULAR SITUATION. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THEM OF THE EXCHANGE OFFER, INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL, FOREIGN AND OTHER TAX LAWS.

EMPLOYEE RETIREMENT INCOME SECURITY ACT

A fiduciary of a pension, profit-sharing or other employee benefit plan subject to the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”) (each, a “Plan”), should consider the fiduciary standards of ERISA in the context of the Plan’s particular circumstances before authorizing an investment in the securities offered hereunder. 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 U.S. Internal Revenue Code (the “Code”).

Section 406 of ERISA and Section 4975 of the Code prohibit Plans, as well as individual retirement accounts, Keogh plans 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”).

The exchange of Corporate Units for our common stock and other exchange consideration 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 or certain of our 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 those securities are acquired 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 purchase or holding of a security offered hereunder. 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 purchase and sale of the securities offered hereby, provided that neither the issuer of the securities offered hereby 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. The assets of a Plan may include the assets held in the general account of an insurance company that are deemed to be “plan assets” under ERISA.

Any person participating in the exchange offer will be deemed to have represented by participating in the exchange offer that it either (1) is not a Plan, a Plan Asset Entity or a Non-ERISA Arrangement and is not purchasing the security on behalf of or with the assets of any Plan, a Plan Asset Entity or Non-ERISA Arrangement or (2) the exchange of Corporate Units for our common stock and other exchange consideration, and subsequently holding of our common stock, will not constitute or result in a non-exempt prohibited transaction under ERISA or the Code 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 participating in the exchange offer 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 participating in the exchange offer under Similar Laws, as applicable. Each participant in the exchange offer has exclusive responsibility for ensuring that its participating in the exchange offer and subsequently holding of the common stock do not violate the fiduciary or prohibited transaction rules of ERISA or the Code or any similar provisions of Similar Laws. The issuance of common stock in

the exchange offer 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 such a transaction 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 participating in the exchange offer is appropriate for such Plans, Plan Asset Entities or Non-ERISA Arrangements generally or any particular Plan, Plan Asset Entity or Non-ERISA Arrangement.

VALIDITY OF THE COMMON STOCK

The validity of the common stock to be issued in the exchange offer will be passed upon for us by Kathleen E. Shannon, Senior Vice President and Deputy General Counsel of AIG, and Sullivan & Cromwell LLP, New York, New York. Ms. Shannon is regularly employed by AIG, participates in various AIG employee benefit plans under which she may receive shares of AIG common stock and currently beneficially owns less than 1% of the outstanding shares of AIG common stock.

EXPERTS

The consolidated financial statements and the financial statement schedules incorporated into this document by reference to AIG's Current Report on Form 8-K dated August 6, 2010 and management's assessment of the effectiveness of internal control over financial reporting incorporated into this document by reference to AIG's Annual Report on Form 10-K for the year ended December 31, 2009 have been so incorporated in reliance upon the report (which report contains an explanatory paragraph relating to AIG's dependence upon the continued financial support of the U.S. government) of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The exchange agent for the exchange offer is:

Global Bondholder Services Corporation

By facsimile:
(For Eligible Institutions only):
(212) 430-3775/3779

Confirmation:
(212) 430-3774

Any questions or requests for assistance may be directed to the dealer managers or the information agent at their respective telephone numbers as set forth below. Any requests for additional copies of this document, the letter of transmittal or related documents may be directed to the information agent. A holder may also contact such holder's broker, dealer, commercial bank, trust company or other nominee for assistance concerning the exchange offer.

The information agent for the exchange offer is:

Global Bondholder Services Corporation

65 Broadway — Suite 404
New York, New York 10006
Attn: Corporate Actions

Banks and Brokers call: (212) 430-3774
Toll free (866) 873-7700

The dealer managers for the exchange offer are:

BofA Merrill Lynch

Attn: Debt Advisory Services
214 North Tryon Street, 17th Floor
Charlotte, NC 28255

Toll Free: (888) 292-0070
Collect: (980) 683-3215

Citi

Attn: Liability Management Group
390 Greenwich Street, First Floor
New York, New York 10013

Toll Free: (800) 558-3745
Collect: (212) 723-6106

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

The amended and 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 amended and 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

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 Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent 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;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of 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 unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned Registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned Registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned Registrant to the purchaser.

(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 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.

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.

(d) 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.

(e) 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.

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 8th day of October, 2010.

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Robert H. Benmosche
Name: Robert H. Benmosche
Title: President and Chief Executive 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, 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 this registration statement on Form S-4 of American International Group, Inc. and any and all amendments to such registration statement (including pre-effective and post-effective amendments thereto) and to file the same, with the exhibits hereto and thereto, and other documents in connection herewith, with the Securities and Exchange Commission, granting 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 and 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, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or 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 indicated on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Robert H. Benmosche</u> (Robert H. Benmosche)	President, Chief Executive Officer and Director (Principal Executive Officer)	October 8, 2010
<u>/s/ David L. Herzog</u> (David L. Herzog)	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	October 8, 2010
<u>/s/ Joseph D. Cook</u> (Joseph D. Cook)	Vice President and Controller (Principal Accounting Officer)	October 8, 2010
<u>/s/ Laurette T. Koellner</u> (Laurette T. Koellner)	Director	October 8, 2010
<u>/s/ Donald H. Layton</u> (Donald H. Layton)	Director	October 8, 2010
<u>/s/ Christopher S. Lynch</u> (Christopher S. Lynch)	Director	October 8, 2010

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Arthur C. Martinez</u> (Arthur C. Martinez)	Director	October 8, 2010
<u>/s/ George L. Miles, Jr.</u> (George L. Miles, Jr.)	Director	October 8, 2010
<u>/s/ Henry S. Miller</u> (Henry S. Miller)	Director	October 8, 2010
<u>/s/ Robert S. Miller</u> (Robert S. Miller)	Director	October 8, 2010
<u>/s/ Suzanne Nora Johnson</u> (Suzanne Nora Johnson)	Director	October 8, 2010
<u>/s/ Morris W. Offit</u> (Morris W. Offit)	Director	October 8, 2010
<u>/s/ Ronald A. Rittenmeyer</u> (Ronald A. Rittenmeyer)	Director	October 8, 2010
<u>/s/ Douglas M. Steenland</u> (Douglas M. Steenland)	Director	October 8, 2010

EXHIBITS INDEX

<u>Exhibit Number</u>	<u>Description</u>	<u>Location</u>
1.1	Dealer Manager Agreement, dated as of October 8, 2010, between AIG and Banc of America Securities LLC, Citigroup Global Markets Inc. and Deutsche Bank Securities Inc.	Filed Herewith.
3(i)(a)	Amended and Restated Certificate of Incorporation of AIG	Incorporated by reference to Exhibit 3.1(a) to AIG's Registration Statement on Form S-3, filed on July 17, 2009 (File No. 333-160645)
3(ii)(a)	By-laws of AIG, amended August 10, 2009	Incorporated by reference to Exhibit 3.1 to AIG's Current Report on Form 8-K, filed June 16, 2008 (File No. 1-8787).
4.1	Specimen of certificate representing AIG's common stock, par value \$2.50 per share	Incorporated by reference to Exhibit 4.1(a) to AIG's Registration Statement on Form S-3, filed on July 17, 2009 (File No. 333-160645)
4.2	Purchase Contract Agreement, dated as of May 16, 2008, between AIG and The Bank of New York Mellon (formerly known as The Bank of New York), as Purchase Contract Agent.	Incorporated by reference to Exhibit 4.7 to AIG's Current Report on Form 8-K, filed May 16, 2008 (File No. 1-8787).
4.3	Pledge Agreement, dated as of May 16, 2008, among AIG, The Bank of New York Mellon (formerly known as The Bank of New York) as the Purchase Contract Agent and Wilmington Trust Company, as Collateral Agent, Custodial Agent and Securities Intermediary	Incorporated by reference to Exhibit 4.9 to AIG's Current Report on Form 8-K, filed May 16, 2008 (File No. 1-8787).
4.4	Junior Subordinated Debt Indenture between AIG and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee, dated as of March 13, 2007, the Sixth Supplemental Indenture, dated as of May 16, 2008, the Seventh Supplemental Indenture, dated as of May 16, 2008, and the Eighth Supplemental Indenture, dated as of May 16, 2008, including the form of junior subordinated debt security in Article Two thereof	Junior Subordinated Debt Indenture, to AIG's Current Report on Form 8-K, filed March 13, 2007 (File No. 1-8787); Sixth, Seventh and Eighth Supplemental Indenture incorporated by reference to Exhibits 4.1, 4.2 and 4.3, respectively, to AIG's Current Report on Form 8-K, filed May 16, 2008 (File No. 1-8787)
4.5	Form of 5.67% Series B-1 Junior Subordinated Debenture	Included in Exhibit 4.4.
4.6	Form of 5.82% Series B-2 Junior Subordinated Debenture	Included in Exhibit 4.4.
4.7	Form of 5.89% Series B-3 Junior Subordinated Debenture	Included in Exhibit 4.4.
4.8	Remarketing Agreement, dated as of May 16, 2008, among the Company, Citigroup Global Markets Inc. and J.P. Morgan Securities Inc. and The Bank of New York Mellon (formerly known as The Bank of New York), as the purchase contract agent	Filed Herewith.
5.1	Validity Opinion of Kathleen E. Shannon, Esq., Senior Vice President and Deputy General Counsel	Filed Herewith.
8.1	Tax Opinion of Sullivan & Cromwell LLP	Filed Herewith.
10.1	Securities Purchase Agreement, dated as of November 25, 2008, between AIG and United States Department of the Treasury	Incorporated by reference to Exhibit 10.1 to AIG's Current Report on Form 8-K, filed November 26, 2008 (File No. 1-8787).

[Table of Contents](#)

<u>Exhibit Number</u>	<u>Description</u>	<u>Location</u>
10.2	Series C Perpetual, Convertible, Participating Preferred Stock Purchase Agreement, dated as of March 1, 2009, between AIG Credit Facility Trust, a trust established for the sole benefit of the United States Treasury, and American International Group, Inc.	Incorporated by reference to Exhibit 10.1 to AIG's Current Report on Form 8-K/A, filed March 13, 2009 (File No. 1-8787).
10.3	Amendment No. 2, dated October 7, 2010, to the Series C Perpetual, Convertible Participating Preferred Stock Purchase Agreement, between AIG Credit Facility Trust and AIG	Incorporated by reference to Exhibit 10.1 to AIG's Current Report on Form 8-K filed with the SEC on October 8, 2010 (File No. 1-8787).
10.4	Securities Exchange Agreement, dated as of April 17, 2009, between the United States Department of the Treasury and AIG	Incorporated by reference to Exhibit 10.1 to AIG's Current Report on Form 8-K, filed on April 20, 2009 (File No. 1-8787).
10.5	Securities Purchase Agreement, dated as of April 17, 2009, between AIG and the United States Department of the Treasury	Incorporated by reference to Exhibit 10.1 to AIG's Current Report on Form 8-K, filed on April 20, 2009 (File No. 1-8787).
10.6	Credit Agreement, dated as of September 22, 2008, between AIG and Federal Reserve Bank of New York	Incorporated by reference to Exhibit 99.1 to AIG's Current Report on Form 8-K, filed September 26, 2008 (File No. 1-8787).
10.7	Amendment No. 2, dated as of November 9, 2008, to the Credit Agreement dated as of September 22, 2008, between AIG and Federal Reserve Bank of New York	Incorporated by reference to Exhibit 10.4 to AIG's Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 (File No. 1-8787).
10.8	Amendment No. 3, dated as of April 17, 2009, to the Credit Agreement, dated as of September 22, 2008, between AIG and Federal Reserve Bank of New York	Incorporated by reference to Exhibit 99.1 to AIG's Current Report on Form 8-K, filed on April 20, 2009 (File No. 1-8787).
10.9	Amendment No. 4, dated as of December 1, 2009, to the Credit Agreement dated as of September 22, 2008 between AIG and the Federal Reserve Bank of New York	Incorporated by reference to Exhibit 10.3 to AIG's Current Report on Form 8-K filed with the SEC on December 1, 2009 (File No. 1-8787).
12	Statement regarding computation of ratios of combined fixed charges and preference dividends to earnings	Incorporated by reference to Exhibit 12 to AIG's Annual Report on Form 10-K for the year ended December 31, 2009 (File No. 1-8787) and Exhibit 12 to AIG's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2010 (File No. 1-8787).
21	Subsidiaries of AIG	Incorporated by reference to Exhibit 21 of AIG's Annual Report on Form 10-K for the year ended December 31, 2009 (File No. 1-8787).
23.1	Consent of PricewaterhouseCoopers LLP	Filed Herewith.
23.2	Consent of Kathleen E. Shannon, Esq., Senior Vice President and Deputy General Counsel	(Included in Exhibit 5.1.)
23.3	Consent of Sullivan & Cromwell LLP	(Included in Exhibit 8.1.)
24	Powers of Attorney	(Included in the signature pages of this Registration Statement.)
99.1	Letter of Transmittal	Filed Herewith.
99.2	Form of Notice of Withdrawal	Filed Herewith.

AMERICAN INTERNATIONAL GROUP, INC.

Dealer Manager Agreement

New York, New York
October 8, 2010

Banc of America Securities LLC,
Citigroup Global Markets Inc.,
Deutsche Bank Securities Inc.,
Dealer Managers

c/o Banc of America Securities LLC
214 North Tryon Street
Charlotte, North Carolina 28255

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, New York 10005

Ladies and Gentlemen:

American International Group, Inc., a corporation organized under the laws of Delaware (the "Company"), plans to make an offer (as described in the Prospectus (as defined below), the "Exchange Offer") for its outstanding Equity Units ("Equity Units") consisting of Corporate Units ("Corporate Units") originally issued on May 16, 2008 up to an aggregate of 74,480,000 Corporate Units (as it may be adjusted, the "Maximum Amount") in exchange for consideration consisting of, with respect to each Corporate Unit, 0.09867 shares of the Company's common stock, par value \$2.50 per share (the "Common Stock"), plus \$3.2702 in cash, upon the terms and subject to the conditions set forth in the Exchange Offer Documents (as defined below). The Company has caused each Exchange Offer Document to be prepared and furnished to you on or prior to the date hereof for use in connection with the Exchange Offer.

Any reference herein to the Pre-Effective Registration Statement, the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 11 of Form S-4 which were filed under the Exchange Act on or before the filing of the Pre-Effective Registration Statement, the effective date of the Registration Statement (the "Effective Date") or the issue date of the Preliminary Prospectus or the Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Pre-Effective Registration Statement, the Registration Statement, the Preliminary Prospectus or the Prospectus shall be

deemed to refer to and include the filing of any document under the Exchange Act after the initial filing of the Pre-Effective Registration Statement, the Effective Date or the issue date of the Preliminary Prospectus or the Prospectus, as the case may be, deemed to be incorporated therein by reference.

1. Appointment as Dealer Managers, Fees and Expenses.

(a) The Company agrees that Banc of America Securities LLC, Citigroup Global Markets Inc. and Deutsche Bank Securities Inc. will act, severally and not jointly, as the dealer managers for the Exchange Offer (the "Dealer Managers"), may, with the consent of the Company (not to be unreasonably withheld), perform the services contemplated hereby in conjunction with their Affiliates, and that any Affiliates of the Dealer Managers performing services hereunder shall be entitled to the benefits and be subject to the terms of this Agreement. As Dealer Managers, you agree, in accordance with your customary practices, to perform in connection with the Exchange Offer those services as are customarily performed by investment banking firms acting as dealer managers of exchange offers of a like nature, including without limitation, soliciting tenders of the Corporate Units pursuant to the Exchange Offer, communicating with brokers, dealers, commercial banks and trust companies with respect to the Exchange Offer and assisting in the distribution of the Exchange Offer Documents.

(b) Each Dealer Manager, in its sole discretion, may continue to own or dispose of, in any manner it may elect, any Equity Units, Common Stock or any other securities of the Company it may beneficially own at the date hereof or hereafter acquire, in any such case, subject to applicable law. The Dealer Managers have no obligation to the Company, pursuant to this Agreement or otherwise, to tender or refrain from tendering Equity Units beneficially owned by them in any Exchange Offer. The Dealer Managers acknowledge and agree that if the Exchange Offer is not consummated for any reason, the Company shall have no obligation, pursuant to this Agreement or otherwise, to acquire any securities of the Company from the Dealer Managers that the Dealer Managers may beneficially own or otherwise to hold the Dealer Managers harmless with respect to any losses they may incur in connection with the resale to any third parties of any securities of the Company beneficially owned by the Dealer Managers.

(c) Other than the references to the Dealer Managers in the Exchange Offer Documents, the Company agrees that it will not file, use or publish any material in connection with the Exchange Offer, use the names Banc of America Securities LLC, Citigroup Global Markets, Inc., or Deutsche Bank Securities Inc., or the names of any of their respective affiliates, or refer to Dealer Managers or their relationship with the Company in any such material, unless the Company has furnished a copy of such material to each Dealer Manager for its review prior to filing, use or publication and will not file, use or publish such material to which any Dealer Manager reasonably objects. There shall be no fee for any such permitted use or reference other than as set forth herein.

2. Compensation.

(a) The Company shall pay to each Dealer Manager, in respect of its services as Dealer Manager, the fee set forth in the attached Schedule I (the "Fee"); provided, however, that the Company shall be under no obligation pursuant to this Agreement to consummate the Exchange Offer or to pay such Fee to the Dealer Managers unless the Company consummates the Exchange Offer.

(b) The Company shall promptly reimburse the Dealer Managers, without regard to consummation of the Exchange Offer, on demand for the Dealer Managers' reasonable out-of-pocket expenses that shall have been reasonably incurred by them in connection with preparing for and performing their functions as Dealer Manager in accordance with this Agreement, including the reasonable fees, costs and out-of-pocket expenses of counsel for its representation of the Dealer Managers in connection therewith, not exceeding \$500,000 in total.

3. Representations and Warranties of the Company. The Company represents and warrants to and agrees with the Dealer Managers that:

(a) The Company has prepared and filed with the Commission the Schedule TO and a registration statement on Form S-4, including a related preliminary prospectus, for registration under the Act of the offering and sale of the Common Stock in connection with the Exchange Offer. Following the effectiveness of the Registration Statement, the Company will file with the Commission a final prospectus in accordance with Rule 424(b) if required by Commission rules. As filed, such preliminary prospectus, Schedule TO and final prospectus shall contain all information required by the Act and the Exchange Act and the rules and regulations of the Commission thereunder.

(b) (i) The Pre-Effective Registration Statement and any amendment thereto, as of the Commencement Date, the Registration Statement, as of the Effective Date, the Expiration Date and the Exchange Date, and the Preliminary Prospectus and any amendments and supplements thereto, as of its date, the Commencement Date and the Exchange Date, comply, and will comply, in all material respects with the Act and the rules and regulations of the Commission thereunder and Rule 13e-4 under the Exchange Act, (ii) the Prospectus (together with any supplement and amendment thereto), as of the date it is first filed in accordance with Rule 424(b) under the Act (if it is so filed) and the Exchange Date, will comply in all material respects with the Act and the rules and regulations of the Commission thereunder and Rule 13e-4 under the Exchange Act, (iii) the Pre-Effective Registration Statement and any amendment thereto as of the Commencement Date, and the Registration Statement, as of the Effective Date, the Expiration Date and the Exchange Date, did not contain, and will not contain, any untrue statement of a material fact and did not omit, and will not omit, to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Preliminary Prospectus as of its date did not contain any untrue statement of a material fact and did not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (v) the Prospectus (together with any supplement or amendment thereto), as of the date it is first filed in accordance with Rule 424(b) (if required), the Expiration Date and

the Exchange Date, will not contain any untrue statement of a material fact and will not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that the Company makes no representations or warranties as to the information contained in or omitted from the Pre-Effective Registration Statement, the Registration Statement, any Preliminary Prospectus or the Prospectus (or any supplement or amendment thereto) in reliance upon and in conformity with information furnished to the Company in writing by or on behalf of any Dealer Manager expressly for inclusion therein (the "Dealer Manager Information"), it being understood that the Dealer Manager Information in the Preliminary Prospectus shall include only the names and the contact information of the Dealer Managers in the introductory section and the back cover of the Preliminary Prospectus.

(c) Any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Exchange Offer (each, an "Issuer Free Writing Prospectus") does not and will not conflict with the information contained in the Pre-Effective Registration Statement, Registration Statement, Preliminary Prospectus or the Prospectus each Issuer Free Writing Prospectus, in each case as supplemented by and taken together with the Registration Statement or the Prospectus as of the date of the use of such Issuer Free Writing Prospectus, did not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that this representation and warranty does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with the Dealer Manager Information.

(d) The documents incorporated by reference in the Registration Statement and the Prospectus and the Schedule TO, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Prospectus, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or, in the case of an Annual Report on Form 10-K, omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or, in the case of any other document filed under the Exchange Act, omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were 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 the Dealer Manager Information.

(e) No stop order suspending the effectiveness of the Registration Statement has been issued by the Commission.

(f) The Company has not paid or agreed to pay to any person any compensation for (i) soliciting another person to purchase any of its securities pursuant to the Exchange Offer or (ii) soliciting tenders by holders of Equity Units pursuant to the Exchange Offer (except as contemplated in this Agreement and the Exchange Offer Documents).

(g) The Company and, to its knowledge, the Company's subsidiaries and any of its or their respective directors, officers or controlling persons have not taken, directly or indirectly, any action designed to or that has constituted or that might reasonably be expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any security of the Company to facilitate the Exchange Offer.

(h) The Company and each of its Significant Subsidiaries (as defined in Rule 1.02(w) of Regulation S-X) have been duly incorporated or organized and are validly existing corporations or other entities in good standing under the laws of their respective jurisdiction of incorporation or organization and have full power and authority to own their respective properties and to conduct their respective businesses as described in the Preliminary Prospectus as of the Commencement Date and in the Prospectus as of the Expiration Date and the Exchange Date, except, in the case of any Significant Subsidiary, where the failure to be so duly incorporated or organized, validly existing, in good standing or have such power or authority would not, individually or in the aggregate, have a Material Adverse Effect (as defined below).

(i) As of the Commencement Date, the Expiration Date and the Exchange Date, the Company represents that since the date of the latest audited financial statements incorporated by reference in the Preliminary Prospectus as amended or supplemented there has not been (i) any material change in the capital stock (other than as occasioned by the Company's common stock, par value \$2.50 per share, having been issued pursuant to the Company's employee stock purchase plans, equity incentive plans and upon conversion of convertible securities or by increase in the liquidation preference of AIG Series F Fixed Rate Non-Cumulative Perpetual Preferred Stock, par value \$5.00 per share), or (ii) any material adverse change in or affecting the business, financial position, shareholders' equity or results of operations of the Company and its consolidated subsidiaries considered as an entirety, in each case, otherwise than as set forth or contemplated in the Preliminary Prospectus as amended or supplemented, in the case of a representation made as of the Commencement Date, or in the Prospectus as amended or supplemented as of the Expiration Date or the Exchange Date, as the case may be, in the case of a representation made as of the Expiration Date or the Exchange Date (any such change described in clause (ii) is referred to as a "Material Adverse Change").

(j) The execution and delivery of, and the performance by the Company of its obligations under, this Agreement have been, and the Exchange Offer, prior to the Commencement Date (if later than the date hereof), will be, duly authorized by all necessary corporate action on the part of the Company; and this Agreement has been duly executed and delivered by the Company.

(k) The Company's authorized capitalization as set forth in the Preliminary Prospectus and Prospectus and the capital stock of the Company conforms in all material

respects to the description thereof contained in the Preliminary Prospectus and Prospectus; all of the issued shares of capital stock of the Company have been duly and validly authorized and are fully paid and non-assessable.

(l) The Common Stock to be issued in exchange for the Corporate Units pursuant to the Exchange Offer has been duly authorized by the Company, and, when issued and delivered as contemplated herein, will be duly and validly issued, fully paid and nonassessable; neither the filing of the Registration Statement nor the issuance of the Common Stock as contemplated by Exchange Offer Documents gives rise to any preemptive or similar rights, other than those which have been waived or satisfied or those relating to the registration of any shares of Common Stock.

(m) The Company has filed with the Commission pursuant to Rule 13e-4(c)(1) under the Exchange Act (or Rule 425 under the Act) or otherwise all written communications made by the Company or any affiliate of the Company in connection with or relating to the Exchange Offer that are required to be filed with the Commission, in each case on the date of their first use.

(n) The Company has complied in all material respects with the Act and the Exchange Act and the rules and regulations of the Commission thereunder in connection with the Exchange Offer, the Exchange Offer Documents and the transactions contemplated hereby and thereby.

(o) The issue and sale of the Common Stock, the execution and delivery of this Agreement, the compliance by the Company with all of the provisions of this Agreement, and the consummation of the transactions contemplated herein and in the Preliminary Prospectus and Prospectus, will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject (including, without limitation, the FRBNY Credit Agreement (as defined below), the Purchase Agreement, dated as of June 25, 2009, among the Company, American International Reinsurance Company, Limited and the Federal Reserve Bank of New York (the "FRBNY"), the Purchase Agreement, dated as of June 25, 2009, between the Company and the FRBNY, the Securities Purchase Agreement, dated as of November 25, 2008, between the Company and the United States Department of the Treasury, the Securities Purchase Agreement, dated as of April 17, 2009, between the Company and the United States Department of the Treasury, the Securities Exchange Agreement, dated as of April 17, 2009, between the Company and the United States Department of Treasury, the Undertaking to Advance and Reimburse Expenses, dated as of January 16, 2009, by the Company in connection with the AIG Credit Facility Trust Agreement, dated as of January 16, 2009, the Series C Perpetual, Convertible Participating Preferred Stock Purchase Agreement, dated as of March 1, 2009, between AIG Credit Facility Trust and the Company, the Master Investment and Credit Agreement, dated as of November 25, 2008, among Maiden Lane III LLC, the FRBNY, the Company and the Bank of New York Mellon, the Asset Purchase Agreement, dated as of December 12, 2008, among the Company, the FRBNY and a number of other parties thereto), or result in any violation of any statute or any order, rule or regulation of any court or other governmental agency or body having

jurisdiction over the Company or any of its properties, except, in each case, for such conflicts, breaches, defaults and violations that would not have 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") or affect the validity of the Common Stock, nor will such action result in any violation of the provisions of the Amended and Restated Certificate of Incorporation, or the By-Laws of the Company; and no consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required by the Company for the issue and sale of the Common Stock or the consummation by the Company of the transactions contemplated by this Agreement or the Indenture, except the consent of (i) the FRBNY required by the Credit Agreement, dated as of September 22, 2008, as amended from time to time ("FRBNY Credit Agreement"), between the Company and the FRBNY, (ii) AIG Credit Facility Trust (the "Trust") under the Series C Perpetual, Convertible, Participating Preferred Stock Purchase Agreement, dated as of March 1, 2009, between the Trust and the Company, and (iii) the Department of the Treasury under the Securities Exchange Agreement, dated as of April 17, 2009, and the Securities Purchase Agreement, dated as of April 17, 2009, each between the Company and the Department of the Treasury, which consents have been obtained, and except for such consents, approvals, authorizations, orders, registrations or qualifications the failure to obtain or make would not have a Material Adverse Effect or affect the validity of the Common Stock, and such consents, approvals, authorizations, orders, registrations or qualifications as have been obtained under the Act and the rules and regulations of the Commission thereunder and such consents, approvals, authorizations, orders, 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 Exchange Offer.

(p) The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries included or incorporated by reference in the Preliminary Prospectus, Prospectus and the Registration Statement (together, the "Financial Statements") present fairly, in all material respects, the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, comply as to form, in all material respects, with the applicable accounting requirements of the Act and the rules and regulations of the Commission thereunder and have been prepared in conformity with generally accepted accounting principles in the United States ("U.S. GAAP") applied on a consistent basis throughout the periods involved (except for any normal year-end adjustments and except as otherwise noted therein).

(q) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Except as otherwise noted in the Pre-Effective Registration Statement, the Registration Statement, any Preliminary Prospectus or the Prospectus, as of the end of the period covered by the Company's most recent annual report filed with the SEC on Form 10-K, the Company's internal control over financial

reporting was effective and the Company was not aware of any material weaknesses in its internal control over financial reporting.

(r) Except as otherwise disclosed in the Pre-Effective Registration Statement, the Registration Statement, any Preliminary Prospectus or the Prospectus, since the date of the latest audited financial statements included or incorporated by reference in the Prospectus as amended or supplemented, there had been no change in the Company's internal control over financial reporting that had materially affected, or was reasonably likely to materially affect, the Company's internal control over financial reporting, as of the end of the period covered by the Company's most recent periodic report filed with the SEC on Form 10-K or Form 10-Q.

(s) The Company and its subsidiaries maintain "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; such disclosure controls and procedures were effective as of the end of the period covered by the Company's most recent periodic report filed with the SEC on Form 10-K or Form 10-Q, except as otherwise noted in the Pre-Effective Registration Statement, the Registration Statement, any Preliminary Prospectus or the Prospectus.

(t) PricewaterhouseCoopers LLP (the "Company Auditors"), who have certified certain financial statements of the Company and its consolidated subsidiaries and delivered their report with respect to the audited financial statements and schedules included or incorporated by reference in the Prospectus, is an independent registered public accounting firm with respect to the Company within the meaning of the Act and the rules and regulations of the Commission thereunder.

(u) There is no action, suit or proceeding pending, or to the knowledge of the executive officers of the Company, threatened against the Company or any of its subsidiaries, which (i) has, or may reasonably be expected in the future to have, a Material Adverse Effect, except as set forth or contemplated in the Pre-Effective Registration Statement, the Registration Statement, any Preliminary Prospectus or the Prospectus or (ii) is required to be described in the Pre-Effective Registration Statement, the Registration Statement, any Preliminary Prospectus and the Prospectus and is not so described; and there are no contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(v) Neither the Company nor any of its Significant Subsidiaries is in violation or default of: (i) any provision of its respective organizational documents; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction

over the Company or such subsidiary or any of its properties, as applicable, except, in the case of clause (ii) and (iii) only, to the extent it would not have a Material Adverse Effect.

(w) The Company and its Significant Subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Pre-Effective Registration Statement, the Registration Statement, any Preliminary Prospectus and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, have a Material Adverse Effect; and except as described in the Pre-Effective Registration Statement, the Registration Statement, any Preliminary Prospectus and the Prospectus, neither the Company nor any of its Significant Subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course, in each case, except where the failure to possess the same or the modification to the same would not, individually or in the aggregate, have a Material Adverse Effect.

(x) To the knowledge of the Company, the Company, its wholly-owned subsidiaries, employees, directors, executive officers and any agent acting on the Company's or its wholly owned subsidiaries' behalf, have not corruptly paid, offered or promised to pay, or authorized payment of any monies or a thing of value, directly or indirectly, to any government official (including employees of government-owned or -controlled entities or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing) or any political party or party official or candidate for political office (collectively, "Proscribed Recipients") for the purpose of obtaining or retaining business, or directing business to any Person, by (i) influencing any official act or decision of such Proscribed Recipient, (ii) inducing such Proscribed Recipient to do or omit to do any act in violation of the lawful duty of such Proscribed Recipient, or to use his, her or its influence with a governmental authority to affect or influence any act or decision of such governmental authority or (iii) securing any improper advantage in violation of the U.S. Foreign Corrupt Practices Act ("FCPA") or any other applicable anti-corruption laws; and the Company and its wholly-owned subsidiaries will maintain policies and procedures designed to promote and achieve compliance with such laws.

(y) The Company represents that neither the Company nor any of its wholly owned subsidiaries (collectively, the "Entity") nor, to the knowledge of the Company, any director or officer of the Entity, is an individual or entity ("Person") that is, or is owned or controlled by a Person that is: (1) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control or the United Nations Security Council (collectively, the "Sanctions"), or (2) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Burma/Myanmar, Cuba, Iran, North Korea, Sudan and Syria).

(z) (1) The Company has implemented a Global Anti-Money Laundering Policy, and to its knowledge, the Company and its wholly-owned subsidiaries are, and will continue to be, in material compliance with (A) the applicable financial recordkeeping and reporting requirements of the Bank Secrecy Act, as amended by Title III of the Uniting and

Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and (B) the applicable anti-money laundering statutes of jurisdictions where the Company and its wholly-owned subsidiaries conduct business, including the applicable rules and regulations issued thereunder (collectively, the “Anti-Money Laundering Laws”); and (2) to the knowledge of the Company, no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator, involving the Company or any of its wholly-owned subsidiaries, with respect to the Anti-Money Laundering Laws, is pending or has been threatened.

(aa) The Company is not, and after giving effect to the consummation of the Exchange Offer will not be, an “investment company” as defined in the Investment Company Act.

(bb) At the earliest time after the filing of the Pre-Effective Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Common Stock to be issued in the Exchange Offer, the Company was not an “ineligible issuer” as defined in Rule 405 under the Act.

4. Representations, Warranties and Agreements of the Dealer Manager. Each Dealer Manager hereby represents, warrants and agrees, severally and not jointly, that:

(a) The Dealer Manager will not (1) cause to be disseminated to customers, dealers or the public any written material for or in connection with the Exchange Offer other than one or more of the Exchange Offer Documents and any Issuer Free Writing Prospectus relating to the Exchange Offer in a form agreed between the Company and the Dealer Manager, or (2) make any public oral communications relating to the Exchange Offer that have not been previously approved by the Company except as contemplated in the penultimate sentence of Section 6.

(b) The Dealer Manager’s acceptance of this Agreement has been duly authorized, executed and delivered by such Dealer Manager.

5. Agreements. The Company agrees with the Dealer Managers that:

(a) Prior to the termination of the Exchange Offer, the Company will not file any amendment to the Pre-Effective Registration Statement or the Registration Statement or supplement to the Preliminary Prospectus or the Prospectus (other than an amendment or supplement as a result of filings by the Company under the Exchange Act of documents incorporated by reference therein) unless the Company has furnished the Dealer Manager a copy of such proposed amendment or supplement, as applicable, for its review prior to filing and will not file any such proposed amendment or supplement to which the Dealer Manager reasonably objects. Subject to the foregoing sentence, if the Registration Statement has become or becomes effective, or filing of the Preliminary Prospectus or the Prospectus is otherwise required under the Act or the Exchange Act and the rules and regulations of the Commission thereunder, the Company will cause the Preliminary Prospectus or the Prospectus, properly completed, and any supplement thereto to be filed with the Commission pursuant to the applicable paragraph of Rule 424(b) or in an amendment to the Registration Statement,

whichever is applicable, within the time period prescribed and will provide evidence satisfactory to the Dealer Managers of such timely filing. The Company will promptly advise the Dealer Managers (i) when the Registration Statement, and any amendment thereto, shall have become effective, (ii) when the Preliminary Prospectus or the Prospectus, and any supplement thereto or any document incorporated therein, shall have been filed (if required) with the Commission, (iii) when, prior to termination of the Exchange Offer, any amendment to the Registration Statement shall have been filed or become effective, (iv) of any request by the Commission or its staff for any amendment of the Pre-Effective Registration Statement or the Registration Statement or supplement to the Preliminary Prospectus or the Prospectus or for any additional information, (v) the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Preliminary Prospectus or the Prospectus, or the initiation or threatening of any proceeding for any such purpose, and (vi) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Common Stock for sale in any jurisdiction within the United States or the initiation or threatening of any proceeding for such purpose. In the event of the issuance of any such stop order or of any such order preventing or suspending the use of the Preliminary Prospectus or the Prospectus, the Company will use promptly its reasonable best efforts to obtain its withdrawal. The Company agrees to use its reasonable best efforts to cause the Registration Statement to become effective as soon as practicable after the filing of the Company's quarterly report on Form 10-Q for the quarterly period ended September 30, 2010 and as much in advance of the Expiration Date as practicable.

(b) The Company will furnish to the Dealer Managers and counsel for the Dealer Managers, without charge, conformed copies of the Registration Statement (including exhibits thereto) and as many copies of the Exchange Offer Documents and the Prospectus in final form as the Dealer Managers may reasonably request.

(c) The Company will comply with the Act and the Exchange Act and the rules and regulations of the Commission thereunder so as to permit the completion of the distribution of the shares of the Common Stock issued in the Exchange Offer, as contemplated by this Agreement, the Registration Statement and the Prospectus. If, at any time when a prospectus relating to the Exchange Offer is required to be delivered under the Act or the Exchange Act and the rules and regulations of the Commission thereunder, any event occurs as a result of which the Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Prospectus to comply with the Act and the rules and regulations of the Commission thereunder, in connection with use or delivery of the Exchange Offer Documents, the Company promptly will (i) notify the Dealer Managers of any such event, (ii) upon the request of Dealer Managers, prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement which will correct such statement or omission or effect such compliance, (iii) use its reasonable best efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Prospectus, and (iv) supply any supplemented Exchange Offer Document to the Dealer Managers in such quantities as it may reasonably request.

(d) The Company agrees to advise the Dealer Managers promptly of (i) any proposal by the Company to withdraw, rescind or modify the Exchange Offer Documents or to withdraw, rescind or terminate the Exchange Offer or the exercise by the Company of any right not to exchange the Equity Units pursuant to the Exchange Offer, (ii) its awareness of the

issuance of a stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use by the Commission or any other regulatory authority, or the institution or threatening of any proceedings for that purpose (and will promptly furnish the Dealer Manager with a copy of any such order), (iii) its awareness of the occurrence of any development that could reasonably be expected to result in a Material Adverse Change relating to or affecting the Exchange Offer and (iv) any other non-privileged information relating to the Exchange Offer, the Exchange Offer Documents or this Agreement which the Dealer Manager may from time to time reasonably request.

(e) To the extent it is permitted by law, the Company will inform the Dealer Managers of any material litigation or administrative action with respect to the Exchange Offer as soon as practicable after the Company becomes aware of it.

(f) As soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), the Company will make generally available to its security holders an earnings statement or statements of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158).

(g) The Company will promptly from time to time to take such action as the Dealer Managers may reasonably request to qualify the Common Stock for offering and sale under the securities laws of such jurisdictions as the Dealer Managers may request and to comply with such laws so as to permit the continuance of sales and dealings in such jurisdictions for as long as may be necessary to complete the Exchange Offer; *provided, however*, that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction.

(h) The Company will cause all Corporate Units accepted in the Exchange Offer to be cancelled.

(i) The Company will cooperate with the Dealer Managers to permit the Common Stock to be eligible for clearance and settlement through The Depository Trust Company.

(j) The Company agrees to pay the costs and expenses relating to the transactions contemplated hereunder, including without limitation the following: (i) the preparation of this Agreement, the Prospectus, the issuance of the Common Stock and the fees of the information agent and exchange agent; (ii) the preparation, printing or reproduction of the Exchange Offer Documents and each amendment or supplement thereto; (iii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Exchange Offer Documents (and all amendments or supplements thereto) as may, in each case, be reasonably requested for use in connection with the Exchange Offer; (iv) the preparation, printing, authentication, issuance and delivery of certificates for the Common Stock, including stamp or transfer taxes, if any, in connection with the original issuance of the Common Stock; (v) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or

reproduced) and delivered in connection with the Exchange Offer; (vi) advertising expenses in connection with the Exchange Offer, if any; (vii) any registration or qualification of the Common Stock for offer and sale under the blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Dealer Managers relating to such registration and qualification); (viii) transportation and other expenses incurred by or on behalf of Company representatives in connection with presentations to prospective participants in the Exchange Offer; (ix) the fees and expenses of the Company's accountants and the fees and expenses of counsel (including local and special counsel, if any) for the Company; (x) fees and expenses incurred in connection with listing the Common Stock issued in connection with the Exchange Offer on the New York Stock Exchange; and (xi) all other costs and expenses incident to the performance by the Company of its obligations hereunder and in connection with the Exchange Offer. It is understood that, except as provided in this Section, Section 2 and Section 7 hereof, the Dealer Managers will pay all of their own costs, including transfer taxes on resale of any of the Common Stock issued in the Exchange Offer by them, and any advertising expenses connected with any offers they may make.

(k) The Company will not take, directly or indirectly, any action that is designed to cause or result in, or which might reasonably be expected to cause or result in, under the Exchange Act and the rules and regulations of the Commission thereunder or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale of the Common Stock or the tender of Corporate Units in the Exchange Offer; provided that the Company shall not be responsible as to any action taken or to be taken by the Dealer Manager.

(l) The Company shall arrange for Global Bondholder Services Corporation to serve as Information Agent and the Exchange Agent and shall authorize the Dealer Managers to communicate with each of the Information Agent and the Exchange Agent to facilitate the Exchange Offer.

(m) The Company agrees not to exchange any Equity Units during the period beginning on the Commencement Date and ending on the Exchange Date except pursuant to and in accordance with the Exchange Offer or as otherwise agreed to in writing by the parties hereto and permitted under applicable laws and regulations.

(n) The Company will comply in all material respects with the Act and the Exchange Act and the rules and regulations of the Commission thereunder, including Rule 13e-4 under the Exchange Act, in connection with the Exchange Offer, the Exchange Offer Documents and the transactions contemplated hereby and thereby. The Company will file with the Commission pursuant to Rule 13e-4(c)(1) under the Exchange Act (or Rule 425 under the Act) or otherwise all written communications made by the Company or any affiliate of the Company in connection with or relating to the Exchange Offer that are required to be filed with the Commission, in each case on the date of their first use.

6. Conditions to the Obligations of the Dealer Managers. The obligations of the Dealer Managers under this Agreement shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein, in all material respects (except for such representations and warranties that are already qualified by materiality concepts, which

representations and warranties shall be accurate in all respects), at the Commencement Date, the Effective Date and the Exchange Date, to the accuracy, in all material respects (except for such statements that are already qualified by materiality concepts, which statements shall be accurate in all respects), of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder, in all material respects (except for such obligations that are already qualified by materiality concepts, which obligations shall be performed in all respects) and to the following additional conditions:

(a) The Registration Statement shall have become effective on or prior to the Expiration Date.

(b) As of the Exchange Date, no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of the executive officers of the Company, threatened by the Commission.

(c) Sullivan & Cromwell LLP, counsel for the Company, shall have delivered to the Dealer Managers their opinions as follows:

(i) At the Commencement Date, such counsel shall have delivered to the Dealer Managers an opinion to the effect set forth in Schedule II(a).

(ii) As soon as practicable following the Effective Date, such counsel shall have delivered to the Dealer Managers their letter as of the Effective Date to the effect set forth in Schedule II(b).

(iii) At the Exchange Date, such counsel shall have delivered to the Dealer Managers their opinion to the effect set forth in Schedule II(c).

(d) At the Commencement Date, the Effective Date and the Exchange Date, the Dealer Managers shall have received from Cleary Gottlieb Steen & Hamilton LLP, counsel for the Dealer Managers, such opinion and, at the Effective Date and Exchange Date only, such letter, in each case addressed to the Dealer Managers with respect to the Exchange Offer, the issuance of the Common Stock, the Exchange Offer Documents (as amended or supplemented at the Exchange Date, in the case of the opinion delivered on the Exchange Date) and other related matters as the Dealer Managers may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purposes of enabling them to pass upon such matters.

(e) Kathleen E. Shannon, Senior Vice President and Deputy General Counsel of the Company, shall have delivered to the Dealer Managers her opinions as follows:

(i) As soon as practicable following the Effective Date, such counsel shall have delivered to the Dealer Managers her opinion as of the Effective Date to the effect set forth in Schedule III(a).

(ii) At the Exchange Date, such counsel shall have delivered to the Dealer Managers her opinion to the effect set forth in Schedule III(b).

(f) At the Exchange Date, the Company shall have furnished or caused to be furnished to the Dealer Manager a certificate of the Company, signed by the Chief Executive Officer, the President, any Vice Chairman, any Executive or Senior Vice President or any Secretary or Treasurer of the Company and a principal financial or accounting officer of the Company, dated as of the Exchange Date, in which such officers, to the best of their knowledge after reasonable investigation, shall state that:

(i) the representations and warranties of the Company in this Agreement are true and correct as of the Exchange Date;

(ii) the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Exchange Date;

(iii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or threatened by the Commission; and

(iv) since the date of the most recent financial statements included or incorporated by reference in the Prospectus, there has been no Material Adverse Change, except as set forth in or contemplated in the Prospectus as amended or supplemented. .

(g) As of each of the date of filing of the Company's quarterly report on Form 10-Q for the quarterly period ended September 30, 2010 (the "Filing Date") and the Exchange Date, the Company shall have requested and caused the Company Auditors to deliver (as soon as practicable thereafter, in the case of the Filing Date) to the Dealer Manager letters, dated respectively as of the Filing Date and the Exchange Date, in the form and substance reasonably satisfactory to the Dealer Manager.

(h) (i) Subsequent to the Filing Date, there shall not have been any change specified in the letter referred to in paragraph (g) of this Section 6, or (ii) subsequent to the Commencement Date or, if earlier, the dates as of which information is given in the Preliminary Prospectus (exclusive of any amendment or supplement thereto), there shall not have been any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), prospects, earnings, business or properties the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Preliminary Prospectus (exclusive of any amendment or supplement thereto), the effect of which, in any case referred to in clause (i) or (ii) above, is, in the judgment of the Dealer Managers, so material and adverse as to make it impractical or inadvisable to market or deliver the Common Stock or solicit tenders of Equity Units as contemplated by the Preliminary Prospectus (exclusive of any amendment or supplement thereto).

(i) Prior to the Exchange Date, the Company shall have obtained the consent of (i) the FRBNY required by the FRBNY Credit Agreement, (ii) the Trust under the Series C Perpetual, Convertible, Participating Preferred Stock Purchase Agreement, dated as of March

1, 2009, between the Trust and the Company, and (iii) the Department of the Treasury under the Securities Exchange Agreement, dated as of April 17, 2009, and the Securities Purchase Agreement, dated as of April 17, 2009, each between the Company and the Department of the Treasury.

(j) Prior to the Exchange Date, the Company shall have delivered to the Dealer Managers and their counsel such further information, certificates and documents as they may reasonably request.

(k) Prior to the Exchange Date, the Common Stock shall have been approved for listing, subject to notice of issuance, on the New York Stock Exchange.

(l) Within the time period prescribed by the Exchange Act and the rules and regulations of the Commission thereunder, the Company shall have filed its quarterly report on Form 10-Q for the quarterly period ended September 30, 2010.

If (i) any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or (ii) any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Dealer Managers and their counsel, this Agreement and all obligations of the Dealer Managers hereunder may be cancelled by the Dealer Managers at, or at any time prior to, the Exchange Date. In such event, the Dealer Managers are entitled to publicly disclose the cancellation of their participation in the Exchange Offer via press release, subject to prior notification of the Company. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

7. Indemnification and Contribution.

(a) The Company will indemnify and hold harmless each Dealer Manager against any losses, claims, damages or liabilities, joint or several, to which such Dealer Manager may become subject, under the Act, the Exchange Act and the rules and regulations of the Commission thereunder or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Prospectus (or any amendment or supplement thereto), the Prospectus, or any Issuer Free Writing Prospectus, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, (iii) the Company's failure to make or consummate the Exchange Offer or the withdrawal, rescission, termination, amendment or extension of the Exchange Offer or any failure on the Company's part to comply in any material respect with the terms and conditions contained in the Exchange Offer Documents, (iv) any action or failure to act in connection with the Exchange Offer by the Company or its respective directors, officers, agents or employees or by an indemnified party at the request or with the consent of the Company, or (v) otherwise related to or arising out of each Dealer Manager's engagement hereunder, except, in the case of

clauses (iii), (iv) and (v) only, to the extent such actions or failures to act arise from a Dealer Manager's gross negligence or willful misconduct; and will reimburse such Dealer Manager for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company will not be liable 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 the Registration Statement, the Preliminary Prospectus or any amendment or supplement thereto, the Prospectus or any Issuer Free Writing Prospectus, in reliance upon and in conformity with the Dealer Manager Information.

(b) Each Dealer Manager will, severally and not jointly, indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act, the Exchange Act and the rules and regulations of the Commission thereunder or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, any Preliminary Prospectus, or the Prospectus or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein 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 the Registration Statement, any Preliminary Prospectus or the Prospectus or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with the Dealer Manager Information; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection 7(a) or 7(b), above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection except to the extent that it has been prejudiced by such failure. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel 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, the indemnifying party will not be liable to such indemnified party under such subsection 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. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff that is not subject to further appeal, the indemnifying party agrees to indemnify each indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party

shall, without the written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnification could have been sought hereunder by such indemnified party, unless such settlement (x) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 7 is unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages or liabilities (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 or liabilities (or actions in respect thereof) related to or arising out of the Exchange Offer in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Dealer Managers on the other from the actual or proposed transaction giving rise to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Dealer Managers on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Dealer Managers on the other shall be deemed to be in the same proportion as the total value paid or proposed to be paid to holders of Corporate Units pursuant to the Exchange Offer (whether or not consummated) bears to the fees actually received by the Dealer Managers pursuant to Section 2(a) hereof. (exclusive of amounts paid for reimbursement of expenses or paid under this Agreement). For purposes of the preceding sentence, the total value paid or proposed to be paid to holders of Corporate Units pursuant to the Exchange Offer shall equal (i) if the Exchange Offer is consummated, the total market value of the shares of the Common Stock (as of the Expiration Date) issued, and the cash consideration paid, in the Exchange Offer, or (ii) if the Exchange Offer is not consummated, the total market value (as of the date when the Exchange Offer is terminated or otherwise withdrawn by the Company) of the shares of the Common Stock issuable, and the cash consideration payable, in the Exchange Offer, based on the maximum number of Corporate Units that could be exchanged in the Exchange Offer as described in the Preliminary Prospectus Supplement or Prospectus immediately before the termination or withdrawal of the Exchange Offer. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading relates to information supplied by the Company on the one hand or by such Dealer Managers on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Dealer Managers agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Dealer Managers 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 above in this subsection

(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 7, no Dealer Manager shall be required to contribute any amount in excess of the amount of the compensation actually paid by the Company to the Dealer Manager in connection with its engagement. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of the Dealer Managers in this subsection (d) to contribute are several in proportion to their respective Dealer Manager obligations with respect to the Exchange Offer and not joint.

(e) The obligations of the Company under this Section 7 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Dealer Manager within the meaning of the Act and the rules and regulations of the Commission thereunder; and the obligations of the Dealer Managers under this Section 7 shall be in addition to any liability which the respective Dealer Managers may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act and the rules and regulations of the Commission thereunder; provided that the Dealer Managers shall have no obligation to indemnify the AIG Credit Facility Trust, its trustees or any department, agency or instrumentality of the United States federal government.

8. Certain Acknowledgments.

The Company acknowledges and agrees that (i) you and your affiliates are engaged in a broad range of securities activities and may provide financing, advisory or other services to parties whose interests may conflict with those of the Company and (ii) you or such affiliates may, for your own account or the account of customers, purchase or sell, or hold a long or short position in, securities of the Company, including the Corporate Units and/or the Common Stock and that you may or may not tender any such Corporate Units in the Exchange Offer.

In recognition of the foregoing, the Company agrees that the Dealer Managers are not required to restrict their activities as a result of this engagement, and that the Dealer Managers may undertake any business activity without further consultation with or notification to the Company, subject to applicable law. Neither this Agreement, the receipt by the Dealer Managers of confidential information nor any other matter shall give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of trust or confidence) that would prevent or restrict the Dealer Managers from acting on behalf of other customers or for its own account. Furthermore, the Company agrees that neither the Dealer Managers nor any member or business of the Dealer Managers is under a duty to disclose to the Company any information whatsoever about or derived from those activities or to account for any revenue or profits obtained in connection with such activities. However, consistent with the Dealer Managers' long-standing policy to hold in confidence the affairs of their customers, the Dealer

Managers will not use confidential information obtained from the Company except in connection with their services to, and their relationship with, the Company.

The Company acknowledges and agrees that the Dealer Managers are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the Exchange Offer contemplated hereby (including in connection with determining the terms of the Exchange Offer) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, none of the Dealer Managers is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Dealer Managers shall have no responsibility or liability to the Company with respect thereto. Any review by the Dealer Managers of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Dealer Managers and shall not be on behalf of the Company.

9. Termination; Representations, Acknowledgments and Indemnities to Survive.

(a) Subject to clause (c) below, this Agreement may be terminated by the Company, at any time upon notice to the Dealer Managers, if (i) at any time prior to the Exchange Date, the Exchange Offer is terminated or withdrawn by the Company for any reason or (ii) the Dealer Managers do not comply in all material respects with any material covenant in Section 1.

(b) Subject to clause (c) below, this Agreement may be terminated by the Dealer Managers, at any time upon notice to the Company, if (i) at any time prior to the Exchange Date, the Exchange Offer is terminated or withdrawn by the Company for any reason, (ii) the Company does not comply in all material respects with any covenant specified in Section 1, (iii) the Company shall publish, send or otherwise distribute any amendment or supplement to the Exchange Offer Documents to which the Dealer Managers shall reasonably object or which shall be reasonably disapproved by the counsel to the Dealer Managers or (iv) the Dealer Managers cancel the Agreement pursuant to Section 6.

(c) The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Dealer Managers, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Dealer Manager or any controlling person of any Dealer Manager, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Securities. The provisions of Section 2, Section 5(j) and Section 7 hereof shall survive the termination or cancellation of this Agreement.

10. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Dealer Managers, will be mailed, delivered or telefaxed to Citigroup Global Markets General Counsel (fax no.: (212) 816-7912) and confirmed to Citigroup Global Markets at 388 Greenwich Street, New York, New York 10013, Attention: General Counsel;

Banc of America Securities General Counsel (fax no.: (212) 230-8730) and confirmed to Banc of America Securities at 214 North Tryon Street, Charlotte, North Carolina 28255, Attention: General Counsel; Deutsche Bank Securities Inc. General Counsel (fax no.: (212) 797-4564), and confirmed to Deutsche Bank Securities Inc. at 60 Wall Street, New York, New York 10005, Attention: General Counsel; or, if sent to the Company, will be mailed, delivered or telefaxed to (212) 785-1584 and confirmed to it at 70 Pine Street, New York, New York 10270, Attention: General Counsel.

11. Successors. This Agreement shall be binding upon, and inure solely to the benefit of, the Dealer Managers, the Company and, to the extent provided in Section 7 and Section 10(c) hereof, the officers and directors of the Company and each person who controls the Company or any Dealer Manager, and their respective heirs, executors, administrators, personal representatives, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No person receiving the Common Stock in the Exchange Offer shall be deemed a successor or assign by reason merely of such purchase.

12. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

13. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

14. Absence of Sovereign Immunity. The Company hereby acknowledges and confirms that it does not have sovereign immunity from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service or notice, attachment in aid or otherwise) with respect to itself or any of its property, and agrees not to plead or claim such immunity in respect of its obligations under this Agreement.

15. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

16. Definitions. The following terms, when used in this Agreement, shall have the meanings indicated.

“Act” shall mean the U.S. Securities Act of 1933, as amended.

“Affiliate” shall have the meaning specified in Rule 501(b) of Regulation D.

“Banc of America Securities” shall mean Banc of America Securities LLC.

“Business Day” shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law or executive order to close in The City of New York.

“Citigroup Global Markets” shall mean Citigroup Global Markets Inc.

“Commencement Date” shall mean the date that the letters of transmittal are first distributed to the holders of the Equity Units.

“Commission” shall mean the U.S. Securities and Exchange Commission.

“Effective Date” shall mean the time the Registration Statement is declared effective under the Act.

“Exchange Act” shall mean the U.S. Securities Exchange Act of 1934, as amended.

“Exchange Date” shall mean the date on which the Company issues the Common Stock pursuant to the Exchange Offer.

“Exchange Offer Documents” shall mean the Pre-Effective Registration Statement, the Registration Statement, the Preliminary Prospectus, the Prospectus, the accompanying letters of transmittal, the Schedule TO, and all other documents filed or to be filed with any federal, state or local government or regulatory agency or authority in connection with the Exchange Offer, each as prepared or approved by the Company.

“Expiration Date” shall mean 11:59 p.m., New York City time on November 10, 2010, as may be extended by the Company in its sole discretion.

“FRBNY” shall mean the Federal Reserve Bank of New York.

“FINRA” shall mean the Financial Industry Regulatory Authority, Inc.

“Investment Company Act” shall mean the Investment Company Act of 1940, as amended.

“Pre-Effective Registration Statement” shall mean the registration statement, filed by the Company with the Commission registering the Exchange Offer under the Act, including exhibits thereto and any documents incorporated by reference therein or deemed part of such registration statement pursuant to Rule 430C under the Act, in the form in which it is initially filed with the Commission.

“Preliminary Prospectus” shall mean the preliminary prospectus that is used prior to the filing of the Prospectus, as amended or supplemented from time to time, including any documents incorporated in the Preliminary Prospectus by reference. “Prospectus” shall mean the final prospectus included in the Registration Statement (including any documents incorporated in the Prospectus by reference), except that if the final prospectus furnished to the Dealer Managers for use in connection with the Exchange Offer differs from the prospectus set forth in the Registration Statement (whether or not such prospectus is required to be filed pursuant to Rule 424(b) under the Act), the term “Prospectus” shall refer to the final prospectus furnished to the Dealer Managers for such use.

“Registration Statement” shall mean the registration statement filed by the Company with the Commission registering the Exchange Offer under the Act, including exhibits thereto and any documents incorporated by reference therein or deemed part of such registration statement pursuant to Rule 430C under the Act, in the form in which it becomes effective and, in the event of any amendment or supplement thereto or the filing of any abbreviated registration statement pursuant to Rule 462(b) under the Act relating thereto after the effective date of such registration statement, shall also mean such registration statement as so amended or supplemented, together with any such abbreviated registration statement.

“Schedule TO” shall mean the tender offer statement filed with the Commission on Schedule TO, including any documents incorporated by reference therein, with respect to the Exchange Offer, including any amendment or supplement thereto.

“U.S.” or the “United States” shall mean the United States of America.

“We” or “us” shall mean the Company.

“You” or “Your” shall mean the Dealer Managers.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this Agreement and your acceptance shall represent a binding agreement between the Company and the Dealer Manager.

Very truly yours,

American International Group, Inc.

By: /s/ Robert A. Gender

Name: Robert A. Gender

Title: Vice President & Treasurer

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

Banc of America Securities LLC

By: Banc of America Securities LLC as
Dealer Manager

By /s/ Andrew C. Karp

Name: Andrew C. Karp
Title: Managing Director

Citigroup Global Markets Inc.

By: Citigroup Global Markets Inc. as
Dealer Manager

By /s/ Stephen Cheeseman

Name: Stephen Cheeseman
Title: Managing Director

Deutsche Bank Securities Inc.

By: Deutsche Bank Securities Inc.
as Dealer Manager

By /s/ Roger Heine

Name: Roger Heine
Title: Managing Director

By /s/ Mary Hardgrove

Name: Mary Hardgrove
Title: Director

AMERICAN INTERNATIONAL GROUP, INC.

\$1,960,000,000 5.67% Series B-1 Junior Subordinated Debentures

\$1,960,000,000 5.82% Series B-2 Junior Subordinated Debentures

\$1,960,000,000 5.89% Series B-3 Junior Subordinated Debentures

Remarketing Agreement

May 16, 2008

Citigroup Global Markets Inc.
388 Greenwich Street
New York, NY 10013

J.P. Morgan Securities Inc.
277 Park Avenue
New York, New York 10172

The Bank of New York, as Purchase Contract Agent
101 Barclay Street, Floor 8W
New York, NY 10286
Attention: Corporate Trust Division – Corporate Finance Unit

Ladies and Gentlemen:

This Agreement (“**Agreement**”) is entered into among American International Group, Inc., a Delaware corporation (the “**Company**”), Citigroup Global Markets Inc. (“**Citigroup**”), J.P. Morgan Securities Inc. (“**JPMorgan**”), and The Bank of New York, a New York banking corporation, not individually, but solely as Purchase Contract Agent (the “**Purchase Contract Agent**”) and as attorney-in-fact of the holders of Stock Purchase Contracts (as defined in the Purchase Contract Agreement referred to below) relating to the appointment of Citigroup and JPMorgan to serve as remarketing agents (each, a “**Remarketing Agent**”) with respect to the remarketing of the Debentures identified herein (the “**Remarketing**”).

The Company will issue its 5.67% Series B-1 Junior Subordinated Debentures (the “**Series B-1 Debentures**”), 5.82% Series B-2 Junior Subordinated Debentures (the “**Series B-2 Debentures**”) and 5.89% Series B-3 Junior Subordinated Debentures (the “**Series B-3 Debentures**”) and, together with the Series B-1 Debentures and the Series B-2 Debentures, “**Debentures**”) under the Junior Subordinated Debt Indenture, dated as of March 13, 2007 (“**Base Indenture**”), between the Company and The Bank of New York, as Trustee (the “**Trustee**”), as amended and supplemented by the Sixth, Seventh, and Eighth Supplemental Indentures, each dated as of May 16, 2008, between the Company and the Trustee (each, a “**Supplemental Indenture**,” collectively, the “**Supplemental Indentures**” and, together with the Base Indenture, “**Indenture**”).

The Company has also entered into: (i) a Purchase Contract Agreement, dated as of May 16, 2008 (the "**Purchase Contract Agreement**"), between the Company and the Purchase Contract Agent pursuant to which the Company will issue Equity Units (as defined therein); (ii) a Pledge Agreement, dated as of May 16, 2008 (the "**Pledge Agreement**"), among the Company, the Purchase Contract Agent and Wilmington Trust Company, as Collateral Agent, Custodial Agent and Securities Intermediary, to secure the holders' obligations to purchase shares of the Company's common stock in accordance with the Stock Purchase Contracts and the Purchase Contract Agreement; and (iii) an Underwriting Agreement, dated May 12, 2008 (the "**Underwriting Agreement**"), among the Company, Citigroup and JPMorgan, as Representatives of the several underwriters named therein;

The terms and conditions under which the Remarketing will occur are provided for in the Indenture, the Pledge Agreement and the Purchase Contract Agreement (the "**Related Agreements**") and are provided for herein.

SECTION 1. Definitions. Except as otherwise defined in this Agreement, capitalized terms used and not defined in this Agreement shall have the meanings set forth in the Indenture, the Pledge Agreement, the Purchase Contract Agreement or the Underwriting Agreement, as the case may be.

SECTION 2. Appointment and Obligations of Remarketing Agent.

(a) The Company hereby appoints each of Citigroup and JPMorgan as a remarketing agent, and Citigroup and JPMorgan each hereby accepts such appointment, for the purpose of (i) Remarketing the Debentures on behalf of the holders thereof and (ii) performing such other duties as are assigned to it as Remarketing Agent in the procedures set forth herein and in the Related Agreements.

(b) Each Remarketing Agent shall use its commercially reasonable efforts to remarket the (i) Debentures underlying the Pledged Debentures and (ii) Separate Debentures of the Holders of Separate Debentures, if any, who have elected to have their Separate Debentures remarketed in such Remarketing pursuant to the terms of the Purchase Contract Agreement, each as identified to the Remarketing Agent by the Purchase Contract Agent and the Custodial Agent by the close of business on the second Business Day immediately preceding the applicable Remarketing Period Start Date (the "**Remarketed Debentures**"), commencing on the applicable Remarketing Period Start Date, to obtain a price that results in proceeds, net of the Remarketing Agents' Fee set forth in Section 4, at least equal to 100% of the sum of the Treasury Portfolio Purchase Price and the Separate Debentures Purchase Price (the "**Remarketing Price**").

(c) Each Remarketing Agent agrees to (i) determine, in consultation with the Company, in the manner provided for herein and in the Purchase Contract Agreement and the applicable Supplemental Indenture, the Reset Rate or Reset Spread for the Debentures, (ii) consult with the Company regarding the Company's election whether to modify the maturity date or redemption provisions of the Debentures, and (iii) perform such other duties as are assigned to the Remarketing Agent in the Related Agreements.

(d) The Remarketing Agents shall, if required by the Act or the rules and regulations promulgated thereunder, deliver to each purchaser a Prospectus (or issue a notice referred to in Rule 173(a) under the Act) in connection with the Remarketing.

(e) Each Remarketing Agent agrees to conduct each Remarketing in accordance with this Agreement and with the terms and conditions of the Related Agreements.

(f) The Remarketing Agents shall not have any obligation whatsoever to purchase any Remarketed Debentures, whether in the Remarketing or otherwise, and shall in no way be obligated to provide funds to make payment upon tender of Debentures for Remarketing. The Company shall similarly not be obligated in any case to provide funds to make payment upon tender of the Debentures for Remarketing.

SECTION 3. Representations and Warranties of the Company. The Company represents and warrants to each Remarketing Agent (i) on and as of the first day of the applicable Remarketing Period, to the extent that the Company has not elected to postpone the Remarketing (the "Commencement Date"), (ii) at the first time of sale of Remarketed Debentures during the applicable Remarketing Period (the "**Pricing Date**") and (iii) on and as of the Remarketing Settlement Date, in each case, to the extent such representations and warranties are applicable as of such date.

(a) This Agreement has been duly authorized, executed and delivered by the Company;

(b) The Company has been duly incorporated and is an existing corporation in good standing and has full power and authority necessary to perform its obligations under this Agreement.

(c) Since the date of the latest audited financial statements incorporated by reference in the Prospectus (as defined below) as amended or supplemented there has not been (i) any material change in the capital stock (other than as occasioned by Common Stock having been issued pursuant to the Company's employee stock purchase plans, equity incentive plans and upon conversion of convertible securities, or repurchased by the Company pursuant to any previously announced stock repurchase program), or (ii) any material adverse change in or affecting the financial position, shareholders' equity or results of operations of the Company and its consolidated subsidiaries considered as an entirety, in each case, otherwise than as set forth or contemplated in such Prospectus (as defined below) as amended or supplemented (any such change described in clause (ii) is referred to as a "Material Adverse Change");

(d) The Remarketed Debentures have been duly authorized, and when duly executed, authenticated, issued and delivered in accordance with the Indenture, will constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture, 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; the Indenture has been duly authorized and qualified under the Trust Indenture Act and constitutes a valid and legally

binding instrument, enforceable against the Company in accordance with its terms, 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; and the Indenture conforms, and the Remarketed Debentures will conform, in all material respects to the descriptions thereof contained in the Pricing Disclosure Package (as defined below) and in the Prospectus;

(e) The issue and sale of the Remarketed Debentures and the compliance by the Company with all of the provisions of the Remarketed Debentures, the Indenture and this Agreement, and the consummation of the transactions herein and therein contemplated, will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, or 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 properties, except, in each case, for such conflicts, breaches, defaults and violations that would not have 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") or affect the validity of the Remarketed Debentures, nor will such action result in any violation of the provisions of the Company's Restated Certificate of Incorporation, as amended, or the By-Laws of the Company; and no consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required by the Company for the issue and sale of the Remarketed Debentures or the consummation by the Company of the transactions contemplated by this Agreement or the Indenture, except such consents, approvals, authorizations, orders, registrations or qualifications the failure to obtain or make would not have a Material Adverse Effect or affect the validity of the Remarketed Debentures, and such consents, approvals, authorizations, orders, registrations or qualifications as have been, or will have been prior to the applicable Remarketing Settlement Date, obtained under the Act or the Trust Indenture Act and such consents, approvals, authorizations, orders, 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 purchase and distribution of the Remarketed Debentures by the Remarketing Agents; and

(f) There is no action, suit or proceeding pending, or to the knowledge of the executive officers of the Company, threatened against the Company or any of its subsidiaries, which has, or may reasonably be expected in the future to have, a Material Adverse Effect, except as set forth or contemplated in the Pricing Disclosure Package.

(g) Each of the representations and warranties of the Company as set forth in Section 1(a)-(e) of the Underwriting Agreement is true and correct in all material respects; provided that for purposes of this Section 3 and Sections 5, 6 and 7 hereof, any reference in such section of the Underwriting Agreement to (i) the "**Underwriter**" or "**Underwriters**" or the "**Representative**" or "**Representatives**" shall be deemed to refer to the Remarketing Agents, (ii) the "**Offered Securities**", "**Component Securities**" and

“**Debentures**” shall be deemed to refer to the Remarketed Debentures, (iii) the “**Registration Statement**”, the “**Basic Prospectus**”, the “**Preliminary Prospectus**”, the “**Pricing Prospectus**”, “**Prospectus**”, “**Pricing Disclosure Package**” and the “**Issuer Free Writing Prospectus**” shall be deemed to refer to such terms as they relate to filings made in connection with the Remarketed Debentures, (iv) “**Applicable Time**” shall be deemed to refer to the time immediately prior to the time of the first sale of Remarketed Debentures to investors during the applicable Remarketing Period, (v) “**this Agreement**”, **hereof**, “**herein**” and all references of similar import, shall be deemed to mean and refer to this Remarketing Agreement and (vi) “**the date hereof**”, “**the date of this Agreement**” and all similar references shall be deemed to refer to the applicable Commencement Date and the applicable Pricing Date.

SECTION 4. Fees.

(a) On each Successful Remarketing of the Remarketed Debentures, the Company shall pay, or cause to be paid out of the proceeds of the Remarketing, the Remarketing Agents an aggregate remarketing fee equal to 0.25% of the sum of the Treasury Portfolio Purchase Price and the Separate Debentures Purchase Price (the “**Remarketing Fee**”). Unless otherwise notified by the Remarketing Agents, the Remarketing Fee will be split evenly between the Remarketing Agents and shall be paid on the applicable Remarketing Settlement Date by wire transfer of immediately available funds to accounts designated by each Remarketing Agent.

(b) The Company agrees to pay (i) the costs incident to the preparation and filing of any Registration Statements and any amendments thereto required in connection with this Agreement; (ii) the costs incident to the preparation, printing, and distribution of any Prospectus (preliminary or final) and any supplements thereto required in connection with this Agreement; (iii) the cost of printing, word-processing or reproducing this Agreement, any Blue Sky and Legal Investment Memoranda and any other documents in connection with the offering, purchase, sale and delivery of the Remarketed Debentures; (iii) all expenses in connection with the qualification of the Remarketed Debentures for offering and sale under state securities laws as provided in Section 5(h) hereof; (iv) any filing fees incident to any required review and clearance by the Financial Industry Regulatory Authority of the terms of the sale of the Remarketed Debentures; and (vii) the reasonable out-of-pocket fees and expenses of the Remarketing Agents incident to the performance of their obligations hereunder which are not otherwise specifically provided for in this Section 4(b).

SECTION 5. Covenants of the Company. The Company covenants and agrees as follows:

(a) The Company shall prepare the Registration Statement, the Preliminary Prospectus and the Prospectus, shall file any such Preliminary Prospectus and the Prospectus pursuant to the Act within the period required by the Act and the rules and regulations thereunder and shall use its commercially reasonable best efforts to cause the Registration Statement to be declared effective by the Commission prior to the second Business Day immediately preceding the First Remarketing Period Start Date and to

remain effective until the earlier of the Third Remarketing Settlement Date and the Third Stock Purchase Date.

(b) From the applicable Commencement Date through the applicable Remarketing Settlement Date, the Company shall promptly notify the Remarketing Agent in writing of any proposal to amend or supplement the Registration Statement or any Prospectus at any time, and shall also promptly file with the Commission any amendment to the Registration Statement or any Prospectus or any supplement to any Prospectus that may, in the reasonable judgment of the Company, be required by the Act or requested by the Commission.

(c) The Company shall file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a Prospectus is required in connection with the offering or sale of the Remarketed Debentures.

(d) The Company shall file all Issuer Free Writing Prospectuses required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act.

(e) The Company shall advise in writing the Remarketing Agent, promptly after it receives notice thereof, of (i) the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Prospectus or any Preliminary Prospectus, of the suspension of the qualification of any of the Remarketed Debentures for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or any Preliminary Prospectus or for additional information, and (ii) the receipt by the Company of any notification with respect to the suspension of the qualification of the Remarketed Debentures in any jurisdiction or the institution or threatening of any proceedings for such purpose; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of the Prospectus, or any Preliminary Prospectus, or suspending any such qualification as described in (i) and (ii), to use promptly its commercially reasonable best efforts to obtain its withdrawal.

(f) The Company shall furnish promptly to the Remarketing Agents such copies of the following documents as the Remarketing Agents shall reasonably request: (A) conformed copies of the Registration Statement as originally filed with the Commission and each amendment thereto (in each case excluding exhibits); (B) the Prospectus and any amendments or supplements thereto; and (C) any document, consent or certificate incorporated by reference in the Prospectus (excluding exhibits thereto); and, if at any time when delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required in connection with the Remarketing, any event shall have occurred as a result of which the Prospectus, as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in

Rule 173(a) under the Act) is delivered, not misleading, or if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus, or to file under the Exchange Act any document incorporated by reference in the Prospectus, in order to comply with the Act or the Exchange Act, to notify the Remarketing Agents and, upon its request, to file such document and to prepare and furnish without charge to the Remarketing Agents and to any dealer in securities as many copies as the Remarketing Agents may from time to time reasonably request of an amended or supplemented Prospectus that will correct such statement or omission or effect such compliance.

(g) The Company will timely file all reports required to be filed under the Exchange Act as necessary in order to make generally available to its securityholders an earning statement satisfying the provisions of Section 11(a) of the Act and Rule 158 promulgated thereunder with respect to each Remarketing Settlement Date.

(h) The Company shall take such action as either Remarketing Agent may reasonably request in order to qualify the Remarketed Debentures for offer and sale under the securities or "blue sky" laws of such jurisdictions as either Remarketing Agent may reasonably request; provided that in no event shall the Company be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction.

(i) The Company shall furnish the Remarketing Agents with such information and documents as the Remarketing Agents may reasonably request in connection with the transactions contemplated hereby, and make reasonably available to the Remarketing Agents and any accountant, attorney or other advisor retained by the Remarketing Agents such information that parties would customarily require in connection with a due diligence investigation conducted in accordance with applicable securities laws and use reasonable best efforts to cause the Company's officers, directors, employees and accountants to participate, upon reasonable notice and for a reasonable period of time, in such discussions at times reasonably agreed upon and to supply all such information reasonably requested by either Remarketing Agent in connection with such investigation.

(j) At the written request of both the Remarketing Agents, between the applicable Commencement Date and the applicable Remarketing Settlement Date, the Company will not, without the prior written consent of both Remarketing Agents, directly or indirectly, issue, sell, offer or contract to sell, grant any option for the sale of, or otherwise dispose of, debt securities substantially similar to the Remarketed Debentures in a benchmark size.

(k) The Company represents and agrees that, unless it obtains the prior consent of each Remarketing Agent, and each Remarketing Agent represents and agrees that, unless it obtains the prior consent of the Company, it has not made and will not make any offer relating to the Remarketed Debentures that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a "free writing prospectus," as defined in Rule 405 of the Act, required to be filed with the Commission. Any such free writing prospectus consented to in writing by the Company and each Remarketing Agent is hereinafter referred to as a "**Permitted Free Writing Prospectus.**" The Company represents that it has treated and agrees that it will treat each Permitted Free Writing

Prospectus as an "issuer free writing prospectus," as defined in Rule 433 of the Act, and has complied and will comply with the requirements of Rules 164 and 433 of the Act applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record keeping.

(l) The Company will prepare a final term sheet relating to the Remarketed Debentures, containing only information that describes the final terms of the Remarketed Debentures after providing the Remarketing Agents and their legal counsel with a reasonable opportunity to review and comment on such final term sheet (such final term sheet to be in form and substance as last reviewed by the Remarketing Agents and the Company), and will file such final term sheet within the period required by Rule 433(d) of the Act following the date such final terms have been established for the Remarketed Debentures. Any such final term sheet is an Issuer Free Writing Prospectus and a Permitted Free Writing Prospectus for purposes of this Agreement.

SECTION 6. Conditions to the Remarketing Agent's Obligation. The obligations of the Remarketing Agents hereunder shall be subject to the accuracy, in all material respects, of the representations and warranties of the Company herein (as though made on the applicable Remarketing Settlement Date), to the performance, in all material respects, by the Company of its obligations and to the following additional conditions:

(a) Subsequent to the applicable Pricing Date and prior to the related Remarketing Settlement Date, there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange if the effect of any such event, in the reasonable judgment of the Remarketing Agents, is to make it impracticable or inadvisable to proceed with the Remarketing of the Debentures; (ii) a general moratorium on commercial banking activities in New York declared by either Federal or New York State authorities; (iii) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, other than any such outbreak, escalation or declaration arising out of or relating to the U.S. war on terrorism that does not represent a significant departure from the conditions that exist at the Pricing Date, if the effect of any such event in the reasonable judgment of the Remarketing Agents is to make it impracticable or inadvisable to proceed with the Remarketing of the Debentures; (iv) the suspension of trading in the Common Stock on the New York Stock Exchange, if the effect of such event in the reasonable judgment of the Representatives is to make it impracticable or inadvisable to proceed with the Remarketing of the Debentures or (v) any downgrading in the rating accorded the Company's senior debt securities by Moody's Investors Service, a subsidiary of Moody's Corporation, or Standard & Poor's, a division of the McGraw-Hill Companies, Inc., if the effect of such event in the reasonable judgment of the Representatives is to make it impracticable or inadvisable to proceed with the Remarketing of the Debentures;

(b) No stop order suspending the effectiveness of the Registration Statement, if any, or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and any request of the Commission

for inclusion of additional information in the Registration Statement or the Prospectus or otherwise shall have been complied with;

(c) The Remarketing Agents shall have received certificates, each dated as of the applicable Remarketing Settlement Date, of the President or Chief Executive Officer, any Vice Chairman or an Executive Vice President of the Company and a principal financial or accounting officer of the Company in which such officers shall state that: the representations and warranties of the Company in this Agreement are true and correct in all material respects with the same force and effect as though expressly made at and as of such date; the Company has complied with all agreements in all material respects and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to such date; no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the best of their knowledge and after reasonable investigation, are contemplated by the Commission; and, subsequent to the respective dates as of which information is given in the Pricing Disclosure Package, there has been no Material Adverse Effect, except as otherwise set forth in or contemplated by the Pricing Disclosure Package;

(d) A nationally recognized legal counsel acting as outside counsel for the Company, shall have furnished to the Remarketing Agents its opinion, addressed to the Remarketing Agents and dated the Remarketing Settlement Date, in form and substance reasonably satisfactory to the Remarketing Agents and addressing such matters as are set forth in the opinions furnished pursuant to Section 8(c) of the Underwriting Agreement, adapted as necessary to relate to the Remarketed Debentures and to the Remarketing, if any, or to any changed circumstances or events occurring subsequent to the date of this Agreement, such adaptations being reasonably acceptable to counsel to the Remarketing Agents;

(e) The General Counsel or Assistant General Counsel for the Company shall have furnished to the Remarketing Agents his or her respective opinion, addressed to the Remarketing Agents and dated the applicable Remarketing Settlement Date, in form and substance reasonably satisfactory to the Remarketing Agents addressing such matters as are set forth in such counsel's opinion furnished pursuant to Section 8(d) of the Underwriting Agreement, adapted as necessary to relate to the Remarketed Debentures and to the applicable Remarketing, if any, or to any changed circumstances or events occurring subsequent to the date of this Agreement, such adaptations being reasonably acceptable to counsel to the Remarketing Agents;

(f) Outside counsel for the Remarketing Agents shall have furnished to the Remarketing Agents its opinion, addressed to the Remarketing Agents and dated the applicable Remarketing Settlement Date, in form and substance reasonably satisfactory to the Remarketing Agents; and

(g) At the applicable Remarketing Settlement Date, counsel for the Remarketing Agents shall have been furnished with such documents as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the Remarketed Debentures as contemplated herein.

If any condition specified in this Section 6 is not satisfied when and as required to be satisfied, this Agreement may be terminated jointly by the Remarketing Agents by notice to the Company at any time on or prior to the next applicable Remarketing Settlement Date, which termination shall be without liability on the part of any party to any other party, except Section 7 shall at all times be effective and shall survive such termination.

SECTION 7. Indemnification.

(a) *Indemnification of Remarketing Agent.* The Company will indemnify and hold harmless each Remarketing Agent against any losses, claims, damages or liabilities, joint or several, to which such Remarketing Agent may become subject, under the Act, the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus, any Preliminary Prospectus, the Pricing Prospectus, the Pricing Disclosure Package (or any amendment or supplement thereto) or any Issuer Free Writing Prospectus, or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and will reimburse such Remarketing Agent for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company will not be liable 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 the Registration Statement, the Prospectus, any Preliminary Prospectus, the Pricing Prospectus, Pricing Disclosure Package (or any amendment or supplement thereto) or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by such Remarketing Agent expressly for use therein; and provided, further, that the foregoing indemnity agreement contained in this Section 7(a), with respect to the Registration Statement, the Prospectus, any Preliminary Prospectus, the Pricing Prospectus, the Pricing Disclosure Package (or any amendment or supplement thereto), or any Issuer Free Writing Prospectus shall not inure to the benefit of any Remarketing Agent from whom the person asserting any such losses, claims, damages or liabilities purchased Remarketed Debentures, where (i) prior to the Applicable Time the Company shall have notified such Remarketing Agent that the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus, the Pricing Disclosure Package, (or any amendment or supplement thereto), or any Issuer Free Writing Prospectus contains an untrue statement of material fact or omits to state therein a material fact necessary in order to make the statements therein not misleading, (ii) such untrue statement or omission of a material fact was corrected in a further amendment or supplement to the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus, the Pricing Disclosure Package (or any amendment or supplement thereto), or, where permitted by law, an Issuer Free Writing Prospectus, and such corrected Prospectus or Issuer Free Writing Prospectus was provided to such

Remarketing Agent prior to the Applicable Time, (iii) such corrected Registration Statement, Prospectus, Preliminary Prospectus, Pricing Prospectus, Pricing Disclosure Package or Issuer Free Writing Prospectus (excluding any document incorporated by reference therein) was not conveyed to such person at or prior to the contract for sale of the Remarketed Debentures to such person and (iv) such loss, claim, damage or liability would not have occurred had the corrected Registration Statement, Prospectus, Preliminary Prospectus, Pricing Prospectus, Pricing Disclosure Package or Issuer Free Writing Prospectus (excluding any document incorporated by reference therein) been conveyed to such person as provided for in clause (iii) above.

(b) *Indemnification of Company.* Each Remarketing Agent will, severally and not jointly, indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company or such controlling person may become subject, under the Act, the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus, the Pricing Disclosure Package (or any amendment or supplement thereto) or any Issuer Free Writing Prospectus or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein 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 the Registration Statement, the Basic Prospectus, any Preliminary Prospectus, the Pricing Prospectus, the Pricing Disclosure Package (or any amendment or supplement thereto) or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by such Remarketing Agent expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) *Actions against Parties; Notification.* Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise under such subsection. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel 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, the indemnifying party will not be liable to such indemnified party under such subsection 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.

(d) If the indemnification provided for in this Section 7 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (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 or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Remarketing Agents on the other from the offering of Remarketed Debentures to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give notice under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Remarketing Agents on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and such Remarketing Agents on the other shall be deemed to be in the same proportion as the total Principal Amount of the Remarketed Debentures bears to the total Remarketing Fee. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading relates to information supplied by the Company on the one hand or by such Remarketing Agents on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Remarketing Agents agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Remarketing Agents 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 above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), neither Remarketing Agent shall be required to contribute any amount in excess of the amount by which the total price at which the applicable Remarketed Debentures were offered to the public exceeds the amount of any damages which such Remarketing Agent 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 obligations of the Remarketing Agents in this subsection (d) to contribute are several and not joint.

(e) *Control Persons.* The obligations of the Company under this Section 7 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the respective Remarketing Agents and each person, if any, who controls any Remarketing Agent

within the meaning of the Act; and the obligations of the Remarketing Agents under this Section 7 shall be in addition to any liability which the respective Remarketing Agents may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act.

SECTION 8. Resignation and Removal of the Remarketing Agent.

Each of Citigroup or JPMorgan may resign and be discharged from their duties and obligations hereunder, and the Company may remove either of the Remarketing Agents, by giving 30 days' prior written notice, in the case of resignation, to the Company, the remaining Remarketing Agent and the Purchase Contract Agent and, in the case of a removal, to the removed Remarketing Agent and the Purchase Contract Agent.

SECTION 9. Dealing in Securities. Each Remarketing Agent, when acting as a Remarketing Agent or in its individual or any other capacity, may, to the extent permitted by law, buy, sell, hold and deal in any of the Remarketed Debentures, Corporate Units, Treasury Units or any of the securities of the Company (collectively, the "Securities"). In such case, the Remarketing Agents may exercise any vote or join in any action which any beneficial owner of such Securities may be entitled to exercise or take pursuant to the Indenture with like effect as if they did not act in any capacity hereunder. Each Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or have an interest in any financial or other transaction with the Company as freely as if it did not act in any capacity hereunder.

SECTION 10. Remarketing Agent's Performance; Duty of Care. The duties and obligations of the Remarketing Agents shall be determined solely by the express provisions of this Agreement and the Related Agreements. No implied covenants or obligations of or against the Remarketing Agents shall be read into this Agreement or any of the Related Agreements. In the absence of bad faith on the part of the Remarketing Agents, the Remarketing Agents may conclusively rely upon any document furnished to them pursuant to this Agreement, as to the truth of the statements expressed in any of such documents. The Remarketing Agents shall be protected in acting upon any document or communication reasonably believed by it to have been signed, presented or made by the proper party or parties except as otherwise set forth herein. The Remarketing Agents shall have no obligation to determine whether there is any limitation under applicable law on the Reset Rate or, if there is any such limitation, the maximum permissible Reset Rate, and they shall rely solely upon written notice from the Company (which the Company agrees to provide prior to the third Business Day before the Remarketing Period Start Date for the applicable Remarketing) as to whether or not there is any such limitation and, if so, the maximum permissible Reset Rate. Each Remarketing Agent, acting under this Agreement, shall incur no liability to the Company or to any holder of Remarketed Debentures in its individual capacity or as Remarketing Agent for any action or failure to act, on its part in connection with a Remarketing, except if such liability resulted from its failure to comply with the terms of this Agreement or the bad faith, gross negligence or willful misconduct on its part.

SECTION 11. Termination. This Agreement shall automatically terminate (i) as to a Remarketing Agent on the effective date of the resignation or removal of such Remarketing Agent pursuant to Section 8 and (ii) on the earlier of (x) a Termination Event and (y) the Third

Purchase Contract Settlement Date. If this Agreement is terminated pursuant to any of the other provisions hereof, except as otherwise provided herein, the Company shall not be under any liability to such Remarketing Agent and such Remarketing Agent shall not be under any liability to the Company, except that if this Agreement is terminated by a Remarketing Agent because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, the Company will reimburse such Remarketing Agent for all of its out-of-pocket expenses (including the fees and disbursements of its counsel) reasonably incurred by it. Notwithstanding any termination of this Agreement, in the event there has been a Successful Remarketing, the obligations set forth in Section 4 hereof shall survive and remain in full force and effect until all amounts payable under said Section 4 shall have been paid in full.

SECTION 12. Notices. All communications hereunder will be in writing and will be mailed, delivered or telegraphed and confirmed to Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel, facsimile no. (212) 816-7912, and to J.P. Morgan Securities Inc., 277 Park Avenue, 9th Floor, New York, New York, N.Y. 10172, Attention: Equity Syndicate Desk, Facsimile No.: (212) 622-8358, or, if sent to the Company, will be mailed, delivered or telecopied and confirmed to it at 70 Pine Street, New York, New York 10270, Attention: Corporate Secretary, Facsimile No.: (212) 785-1584.

SECTION 13. Persons Entitled to Benefit of Agreement. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling and other persons referred to in Section 7, and no other person will have any right or obligation hereunder.

SECTION 14. Survival. The respective indemnities, representations, warranties and agreements of the Company and each of Remarketing Agents contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall survive any Remarketing and shall remain in full force and effect, regardless of any investigation made by or on behalf of any of them or any person controlling any of them.

SECTION 15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 16. Counterparts. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

SECTION 17. Headings. The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

SECTION 18. Absence of Fiduciary Relationship. The Company hereby acknowledges that (a) the Remarketing pursuant to this Agreement will be an arm's-length commercial transaction between the Company, on the one hand, and the Remarketing Agents, on the other, (b) the Remarketing Agent is not acting as a fiduciary or agent (except pursuant to the express

terms hereof) of the Company and (c) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate.

SECTION 19. Amendments. This Agreement may be amended by an instrument in writing signed by the parties hereto. The Company agrees that it will not enter into, cause or permit any amendment or modification of the Related Agreements or any other instruments or agreements relating to the Debentures or the Corporate Units that would materially and adversely affect the rights, duties or obligations of the Remarketing Agents, without their prior written consent.

SECTION 20. Successors and Assigns. The rights and obligations of the Company hereunder may not be assigned or delegated to any other Person without the prior written consent of the Remarketing Agents. The rights and obligations of the Remarketing Agents hereunder may not be assigned or delegated to any other Person without the prior written consent of the Company. Any assignment or delegation in violation of this Section 20 will be null and void.

SECTION 21. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 22. Rights of the Purchase Contract Agent. Notwithstanding any other provisions of this Agreement, the Purchase Contract Agent shall be entitled to all the rights, protections and privileges granted to the Purchase Contract Agent in the Purchase Contract Agreement and Pledge Agreement.

If the foregoing correctly sets forth the agreement by and between the Company, the Remarketing Agents and the Purchase Contract Agent, please indicate your acceptance in the space provided for that purpose below.

SIGNATURES ON THE FOLLOWING PAGE

Very truly yours,

AMERICAN INTERNATIONAL GROUP, INC.

By: /s/ Robert A. Gender

Name: Robert A. Gender

Title: Vice President and Treasurer

Accepted in New York, New York

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Stephen Fromm

Name: Stephen Fromm

Title: Managing Director

J.P. MORGAN SECURITIES INC.

By: /s/ Santosh Sreenivasan

Name: Santosh Sreenivasan

Title: Managing Director

THE BANK OF NEW YORK, not individually but solely as Purchase
Contract Agent and as attorney-in-fact for the Holders of the Stock
Purchase Contracts

By: /s/ Sherma Thomas

Name: Sherma Thomas

Title: Assistant Treasurer

REMARKETING AGREEMENT

[Letterhead of American International Group, Inc.]

October 8, 2010

American International Group, Inc.
70 Pine Street,
New York, NY 10270.

Ladies and Gentlemen:

In connection with the registration under the Securities Act of 1933 (the "Act") of 7,348,942 shares (the "Common Stock") of Common Stock, par value \$2.50 per share, of American International Group, Inc., a Delaware corporation (the "Company"), I, as Senior Vice President and Deputy General Counsel of the Company, have examined such corporate records, certificates and other documents, and such questions of law, as I have considered necessary or appropriate for the purposes of this opinion.

Upon the basis of such examination, I advise you that, in my opinion, when the Registration Statement relating to the Common Stock (the "Registration Statement") has become effective under the Act, the terms of the sale of the Common Stock have been duly established in conformity with the Company's Amended and Restated Certificate of Incorporation so as not to violate any applicable law or result in a default under or breach of any agreement or instrument binding upon the Company and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company and to include a number of shares to be issued not in excess of the number of shares then authorized and not outstanding or reserved for issuance, and the Common Stock has been duly issued and delivered in exchange for the Company's Equity Units consisting of Corporate Units, each of which consists of a stock purchase contract issued by the Company and a 1/40, or 2.5%, undivided beneficial ownership interest in the Company's (i) Series B-1 Junior Subordinated Debentures initially due February 15, 2041, (ii) Series B-2 Junior Subordinated Debentures initially due May 1, 2041 and (iii) Series B-3 Junior Subordinated Debentures initially due August 1, 2041, each with a principal amount of \$1,000, on the terms set forth in the Prospectus, the Common Stock will be validly issued, fully paid and nonassessable.

The foregoing opinion is limited to the laws of the State of New York and the General Corporation Law of the State of Delaware, and I am expressing no opinion as to the effect of the laws of any other jurisdiction.

I have relied as to certain factual matters on information obtained from public officials, officers of the Company and other sources believed by me to be responsible.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to me under the heading "Validity of the Common Stock" in the Prospectus. In giving such consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Kathleen E. Shannon

[Letterhead of Sullivan & Cromwell LLP]

October 8, 2010

American International Group, Inc.,
70 Pine Street,
New York, NY 10270.

Ladies and Gentlemen:

We have acted as your United States federal income tax counsel in connection with the registration statement under the Securities Act of 1933 on Form S-4 (the "Registration Statement") filed with the Securities and Exchange Commission on the date hereof. We hereby confirm to you that our opinion as to United States federal income tax matters is as set forth under the heading "Material U.S. Federal Income Tax Consequences" in the prospectus (the "Prospectus") included in the Registration Statement, subject to the limitations set forth therein.

We hereby consent to the filing of this letter as an exhibit to the Registration Statement and to the reference to us under the heading "Material U.S. Federal Income Tax Consequences" 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 Securities Act of 1933.

Very truly yours,

/s/ Sullivan & Cromwell LLP

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 26, 2010, except with respect to our opinion on the consolidated financial statements insofar as it relates to the change in presentation of discontinued operations discussed in Note 1, which is as of August 6, 2010, relating to the financial statements, financial statement schedules and the effectiveness of internal control over financial reporting, which report appears in the Current Report on Form 8-K dated August 6, 2010 of American International Group, Inc. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
New York, New York
October 8, 2010

**LETTER OF TRANSMITTAL
OF
AMERICAN INTERNATIONAL GROUP, INC.**

Offer to Exchange

**0.09867 Shares of Common Stock Plus \$3.2702 in Cash
for Each Outstanding Equity Unit
consisting of a Corporate Unit
(CUSIP No. — 026874 115),
Up to an Aggregate of 74,480,000 Corporate Units
Dated October 8, 2010**

The Exchange Offer will expire at 11:59 p.m., New York City time, on November 10, 2010, unless extended or earlier terminated (such date and time, as the same may be extended with respect to the Exchange Offer, the “Expiration Date”). **If you choose to tender and wish to receive the consideration specified described in the Offer to Exchange dated October 8, 2010 (as may be amended or supplemented from time to time, the “Offer”), you must validly tender and not validly withdraw your Corporate Units on or prior to the Expiration Date. This Letter of Transmittal need not be completed by Holders tendering Corporate Units by ATOP (as hereinafter defined).** You may withdraw your tender of Corporate Units at any time on or prior to the Expiration Date.

The Exchange Agent for the Exchange Offer is:
Global Bondholder Services Corporation

*By Registered or Certified Mail or by Hand or by
Overnight Courier:*
65 Broadway – Suite 404
New York, New York 10006

By Facsimile (for Eligible Institutions Only):
(212) 430-3775/3779
Confirm by Telephone: (212) 430-3774

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS, OR TRANSMISSION VIA FACSIMILE, OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

The instructions contained herein should be read carefully before this Letter of Transmittal is completed. All capitalized terms used herein and not defined shall have the meanings ascribed to them in the Offer.

Questions and requests for assistance relating to the procedures for tendering Corporate Units and requests for additional copies of the Offer and this Letter of Transmittal may be directed to the Information Agent at its address and telephone numbers on the back cover of this Letter of Transmittal.

This Letter of Transmittal and the instructions hereto (this “Letter of Transmittal”) and the Offer (together with this Letter of Transmittal, as may be amended or supplemented from time to time, the “Offer Documents”) constitute an offer (the “Exchange Offer”) by American International Group, Inc. (the “Company”) to exchange 0.09867 shares of its common stock, par value \$2.50 per share (the “Common Stock”), plus \$3.2702 in cash (the “Cash Consideration”) for each validly tendered and accepted Equity Unit consisting of a Corporate Unit, up to an aggregate of 74,480,000 Corporate Units (subject to adjustment as described in the Offer), on the terms and subject to the conditions set forth in the Offer and this Letter of

Transmittal. All of the Corporate Units are held in book-entry form, and all of the Corporate Units are currently represented by one or more global certificates held for the account of The Depository Trust Company (“DTC”).

This Letter of Transmittal may be used by a DTC participant whose name appears on a security position listing such participant as the owner of the Corporate Units (each, a “Holder” and, collectively, the “Holders”) who desires to tender such Corporate Units pursuant to the Exchange Offer. Any beneficial owner whose Corporate Units are held of record by a broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Corporate Units should contact such nominee promptly and instruct such entity to tender Corporate Units on such beneficial owner’s behalf. If you hold your Corporate Units 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 Corporate Units on your behalf on or prior to the Expiration Date.

Pursuant to authority granted by DTC, if you are a DTC participant which has Corporate Units credited to your DTC account, you may directly tender your Corporate Units in the Exchange Offer as though you were a registered holder of the Corporate Units. DTC participants that wish to accept the Exchange Offer may tender their Corporate Units by (i) validly transmitting their acceptance to DTC through DTC’s Automated Tender Offer Program (“ATOP”) or (ii) completing, signing and dating this Letter of Transmittal according to the instructions set forth in the Offer Documents and delivering it together with any signature guarantees and other required documents to the Exchange Agent at its address set forth in this Letter of Transmittal. In addition, either:

- the Exchange Agent must receive, prior to the Expiration Date, a properly transmitted Agent’s Message; or
- the Exchange Agent must receive, prior to the Expiration Date, a timely confirmation of book-entry transfer of such Corporate Units into the Exchange Agent’s account at DTC according to the procedure for book-entry transfer described below, this Letter of Transmittal and any other documents required by the Offering Documents.

The Exchange Agent and DTC have confirmed that Corporate Units are eligible to be tendered through ATOP. To tender Corporate Units eligible for ATOP, DTC participants may, in lieu of physically completing and delivering this 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**” as used herein 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 the Offer Documents, and that the Company may enforce such agreement against such participant.

In the event that the Exchange Offer is withdrawn, terminated or otherwise not completed, none of the validly tendered Corporate Units will be exchanged for Common Stock or Cash Consideration, and any Corporate Units tendered by you will be credited to your account.

The Exchange Offer is made upon the terms and subject to the conditions set forth in the Offer Documents. Holders should carefully review such information.

The Exchange Offer is not being made to, nor will tenders of Corporate Units be accepted from or on behalf of, Holders in any jurisdiction in which the making or acceptance of the Exchange Offer would not be in compliance with the laws of such jurisdiction.

If you hold your Corporate Units through a broker dealer, commercial bank, trust company or other nominee, you should contact such nominee promptly and instruct them to tender Corporate Units on your behalf. The instructions included with this Letter of Transmittal must be followed.

The Exchange Offer does not provide for guaranteed delivery procedures and therefore you must allow sufficient time for the necessary tender procedures to be completed during normal business hours of DTC on or prior to the Expiration Date. If you hold your Corporate Units through a broker, dealer, commercial bank, trust company or other nominee, you should consider 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 Corporate Units on your behalf on or prior to the Expiration Date. Tenders not received by Global

Bondholder Services Corporation, the Exchange Agent for the Exchange Offer, on or prior to the Expiration Date will be disregarded and of no effect.

Holders who wish to tender their Corporate Units using this Letter of Transmittal must complete the box below entitled "Method of Delivery" and complete the box below entitled "Description of Corporate Units Tendered" and sign in the appropriate box below.

This Exchange Offer is only for Corporate Units, so you will not be able to tender, and the Company will not accept, Treasury Units in this Exchange Offer. If you hold Treasury Units and want to participate in this Exchange Offer, you may recreate Corporate Units from Treasury Units as described in "Description of the Equity Units — Recreating Corporate Units" in the Offer.

METHOD OF DELIVERY

Name of Tendering Institution: _____

DTC Account Number: _____

Transaction Code Number: _____

List below the Corporate Units to which this Letter of Transmittal relates. If the space provided below is inadequate, provide the requested information on a separately executed schedule and affix the schedule to this Letter of Transmittal. Tenders of Corporate Units will be accepted only in integral multiples of 40 Corporate Units. No alternative, conditional or contingent tenders will be accepted. **This Letter of Transmittal need not be completed by Holders tendering Corporate Units by ATOP.**

DESCRIPTION OF CORPORATE UNITS TENDERED

Name(s) and Address(es) of Holder(s) (Please fill in, if blank)	Aggregate Number of Corporate Units Represented	Number of Corporate Units Tendered*
	Total Number of Corporate Units**	

* Unless otherwise indicated in the column labeled "Number of Corporate Units Tendered" and subject to the terms and conditions of the Exchange Offer, a Holder will be deemed to have tendered the entire aggregate number of Corporate Units indicated in the column labeled "Aggregate Number of Corporate Units Represented." See Instruction 2.
 ** If the undersigned does not designate an order, in the event that less than all Corporate Units tendered are exchanged due to proration, Corporate Units will be selected for purchase by DTC. See Instruction 9.

The names and addresses of the Holders should be printed exactly as they appear on a security position listing such participant as the owner of the Corporate Units.
 If you do not wish to tender your Corporate Units, you do not need to return this Letter of Transmittal or take any other action.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

Ladies and Gentlemen:

By execution hereof, the undersigned acknowledges receipt of the Offer to Exchange, dated October 8, 2010 (the “Offer”), of American International Group, Inc. (the “Company”), and this Letter of Transmittal and instructions hereto (the “Letter of Transmittal” and, together with the Offer, each as may be amended or supplemented from time to time, the “Offer Documents”), which together constitute the Company’s offer (the “Exchange Offer”) to exchange 0.09867 shares of our common stock, par value \$2.50 per share (the “Common Stock”), plus \$3.2702 in cash (the “Cash Consideration”) for each validly tendered and accepted Equity Unit consisting of a Corporate Unit, up to an aggregate of 74,480,000 Corporate Units (subject to adjustment as described in the Offer), on the terms and subject to the conditions set forth in the Offer and this Letter of Transmittal.

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Company the Corporate Units indicated above.

Subject to, and effective upon, the acceptance for exchange of, and payment of the net amount of Cash Consideration and shares of Common Stock payable for, the Corporate Units tendered with this Letter of Transmittal, the undersigned hereby (a) tenders, sells, exchanges, assigns and transfers to, or upon the order of, the Company, all right, title and interest in and to the Corporate Units that are being tendered hereby, (b) to accomplish the foregoing, tenders, sells, exchanges, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to the debentures forming part of such Corporate Units and agrees with the Company that the stock purchase contracts forming part of such Corporate Units are hereby cancelled, (c) waives any and all other rights with respect to such Corporate Units and (d) releases and discharges the Company from any and all claims such Holder may now have, or may have in the future, arising out of, or related to, such Corporate Units, including, without limitation, any claims arising from any existing or past defaults, or any claims that such Holder is entitled to receive additional distributions with respect to such Corporate Units, including any accrued and unpaid contract adjustment or interest payments. The undersigned further agrees with the Company that (a) the consideration payable by the Company to repurchase the debentures underlying each exchanged Corporate Unit will be 0.09867 shares of Common Stock plus an amount of cash that the Company will calculate so that the fair market value of those shares and that cash will equal the principal amount of and accrued interest on those debentures to but excluding the settlement date, (b) the consideration payable by a tendering holder to cancel the stock purchase contract underlying each exchanged Corporate Unit will be an amount equal to the cash component of the repurchase price for the debentures underlying such Corporate Unit (calculated as described earlier in this sentence) minus \$3.2702 and (c) the consideration payable in those two transactions will be netted so that the undersigned will receive 0.09867 shares of common stock and \$3.2702 in cash for each exchanged Corporate Unit and will not be required to make any cash payment to the Company.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Company) with respect to the Corporate Units tendered hereby, with full powers of substitution and re-substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) present such Corporate Units and all evidences of transfer and authenticity to, or transfer ownership of such Corporate Units on the account books maintained by DTC and the registrar to, or upon the order of, the Company, and (ii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Corporate Units, all in accordance with the terms and conditions of the Exchange Offer as described in the Offer Documents.

The undersigned understands and acknowledges that the Exchange Offer will expire on the 11:59 p.m., New York City time, on November 10, 2010, unless extended or earlier terminated (such date, as the same may be extended with respect to the Exchange Offer, the “Expiration Date”). In addition, the undersigned understands and acknowledges that, in order to receive the Common Stock and the Cash Consideration offered in exchange for the Corporate Units, the undersigned must have validly tendered (and not withdrawn) Corporate Units on or prior to the Expiration Date.

Unless otherwise indicated herein under “Special Payment Instructions,” the undersigned hereby requests that Common Stock issued, and checks for payment of the Cash Consideration, in exchange for tendered Corporate Units be issued or made to the order of the undersigned. Similarly, unless otherwise indicated herein under “Special Delivery Instructions,” the undersigned hereby requests that any Corporate Units not tendered or not accepted for exchange be credited to such DTC participant’s account. In the event that the “Special Payment Instructions” box or the “Special Delivery Instructions” box is, or both are, completed, the undersigned hereby requests that any Corporate Units not tendered or not accepted for exchange, and/or Common Stock and checks for payment of Cash Consideration in exchange for validly tendered and accepted Corporate Units, be issued in the name(s) of and be delivered or made to, the person(s) at the addresses so indicated, as applicable.

The undersigned recognizes that the Company has no obligation pursuant to the "Special Payment Instructions" box or "Special Delivery Instructions" box to transfer any Corporate Units from the name of the Holder(s) thereof if the Company does not complete the Exchange Offer.

The undersigned understands that none of the Company, the Exchange Agent, the Information Agent, the Dealer Managers or any other person, nor any of their respective affiliates, directors, officers, or agents is under any duty to give notification of any defects or irregularities in the tender of any Corporate Units or will incur any liability for failure to give such notification.

Tenders of Corporate Units may be withdrawn at any time on or prior to the Expiration Date. In the event of a termination of the Exchange Offer, the respective tendered Corporate Units will promptly be credited to such Holder's account through DTC and such Holder's DTC participant, unless otherwise indicated under "Special Delivery Instructions."

For a withdrawal of a tender of Corporate Units to be effective, a written or facsimile transmission notice of withdrawal, a form of which is filed as an exhibit to the registration statement of which the Offer forms a part and which is available on the website maintained by the Exchange Agent, must be received by the Exchange Agent at or prior to the withdrawal date, by mail, fax or hand delivery or by a properly transmitted "Request Message" through ATOP. Any such notice of withdrawal must (a) specify the name of the person who tendered the Corporate Units to be withdrawn and the name of the DTC participant whose name appears on the security position listing as the owner of such Corporate Units, if different from that of the person who deposited the Corporate Units, (b) contain the aggregate amount of the Corporate Units to be withdrawn, (c) unless transmitted through ATOP, be signed by the Holder thereof in the same manner as the original signature on the Letter of Transmittal, including any required signature guarantee(s), and (d) if the Letter of Transmittal was executed by a person other than the DTC participant whose name appears on a security position listing as the owner of Corporate Units, be accompanied by a properly completed irrevocable proxy that authorized such person to effect such withdrawal on behalf of such holder.

The undersigned understands that tenders of Corporate Units pursuant to any of the procedures described in the Offer Documents and acceptance thereof by the Company will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Exchange Offer, which agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

The undersigned hereby represents and warrants the following:

- the undersigned has full power and authority to tender, sell, exchange, assign and transfer the Corporate Units;
- this Letter of Transmittal has been duly executed by the undersigned and constitutes a valid and binding obligation of the undersigned enforceable in accordance with its terms;
- the undersigned has complied with the short tendering rule described under "The Exchange Offer — Compliance with 'Short Tendering' Rule" in the Offer; and
- when the Company accepts the tendered Corporate Units for exchange, it will acquire good and marketable title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims or rights.

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 sale, assignment and transfer of the Corporate Units tendered thereby.

For purposes of the Exchange Offer, the undersigned understands that the Company will be deemed to have accepted for exchange validly tendered Corporate Units, or defectively tendered Corporate Units with respect to which the Company has waived such defect, if, as and when the Company gives oral (promptly confirmed in writing) or written notice thereof to the Exchange Agent.

The undersigned understands that, as set forth in the Offer, the Company will not be required to accept for exchange any of the Corporate Units tendered.

All authority conferred or agreed to be conferred by this Letter of Transmittal shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Letter of Transmittal shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

The undersigned understands that the delivery and surrender of the Corporate Units is not effective, and the risk of loss of the Corporate Units does not pass to the Exchange Agent, until receipt by the Exchange Agent of (1) timely confirmation of a book-entry transfer of such Corporate Units into the Exchange Agent's account at DTC pursuant to the procedures set forth in the Offering Documents, (2) a properly transmitted Agent's Message through ATOP and (3) all accompanying evidences of authority and any other required documents in form satisfactory to the Company. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Corporate Units will be determined by the Company, in its sole discretion, which determination shall be final and binding.

PLEASE SIGN BELOW — To Be Completed By All Tendering Holders

This Letter of Transmittal must be signed by the Holder, exactly as his, her, its or their name(s) appear(s) as a DTC participant on a security position listing such participant as the owner of the Corporate Units or by stock powers transmitted with this Letter of Transmittal. Endorsements on Corporate Units and signatures on stock powers by Holders not executing this Letter of Transmittal must have a guarantee by a Medallion Signature Guarantor. See Instruction 3 below. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Company of such person's authority to so act. See Instruction 3 below.

X _____

X _____
(Signature of Holders(s) or Authorized Signatory)

Date: _____, 2010

Name(s): _____
(Please Print)

Capacity: _____

Address: _____
(Including Zip Code)

Area Code and Telephone Number: _____

**PLEASE COMPLETE SUBSTITUTE FORM W-9 HEREIN AND
SIGNATURE GUARANTEE, IF REQUIRED (See Instruction 3 below)
Certain Signatures Must be Guaranteed by a Medallion Signature Guarantor**
(Name of Medallion Signature Guarantor)

_____ (Address (including zip code) and Telephone Number (including area code) of Medallion Signature Guarantor)

_____ (Authorized Signature)

_____ (Printed Name)

_____ (Title)

Date: _____, 2010

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 2, 3, 4, 5 and 6)*

To be completed ONLY if the Common Stock issued and payment of Cash Consideration in exchange for tendered Corporate Units are to be issued or made to someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal or issued or made to an address different from that shown in the box entitled "Description of Corporate Units Tendered" within this Letter of Transmittal.

Deliver the Common Stock issued, and checks for payment of Cash Consideration, in exchange for tendered Corporate Units to:

Name: _____
(Please Print)

Address: _____
(Including Zip Code)

(Taxpayer Identification Number or
Social Security Number)

(See Substitute Form W-9 herein)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 2, 3, 4, 5 and 6)*

To be completed ONLY if Corporate Units not tendered or not accepted for exchange are to be credited to someone other than the person or persons whose signature(s) appear(s) within this Letter of Transmittal.

Name: _____
(Please Print)

Address: _____
(Including Zip Code)

(Taxpayer Identification Number or
Social Security Number)

Credit un-exchanged Corporate Units delivered by book-entry transfer to the DTC account set forth below:

DTC Account Number: _____

* The Company has no obligation pursuant to the "Special Payment Instructions" box or "Special Delivery Instructions" box to transfer any Corporate Units from the name of the Holder(s) thereof if the Company does not complete the Exchange Offer or if the Holder(s) does not present satisfactory evidence of payment of any taxes that may be payable as a consequence of the payment or delivery requested by the Holder(s) completing the "Special Payment Instructions" and/or "Special Delivery Instructions" boxes.

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. Delivery of this Letter of Transmittal and Book-Entry Confirmations; Withdrawal of Tenders. This Letter of Transmittal is to be used by each Holder to tender Corporate Units through book-entry transfer to the Exchange Agent's account at DTC, if instructions are not being transferred through ATOP. The method of delivery of this Letter of Transmittal and all other required documents to the Exchange Agent is at the election and risk of Holders, and delivery will be deemed made when actually received or confirmed by the Exchange Agent. If such delivery is by mail, it is suggested that Holders use properly insured registered mail with return receipt requested, and that the mailing be made sufficiently in advance of the Expiration Date to permit delivery to the Exchange Agent at or prior to such date. No alternative, conditional or contingent tenders of the Corporate Units will be accepted. **This Letter of Transmittal should be sent only to the Exchange Agent. Delivery of documents to DTC, a Dealer Manager or the Company does not constitute delivery to the Exchange Agent.**

All of the Corporate Units were issued in book-entry form, and all of the Corporate Units are currently represented by one or more global certificates held for the account of DTC. The Exchange Agent and DTC have confirmed that the Corporate Units are eligible for ATOP. To tender Corporate Units eligible for ATOP, DTC participants may, in lieu of physically completing and signing this 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"** as used herein 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 the Offer Documents, and that the Company may enforce such agreement against such participant.

Holders desiring to tender Corporate Units on the Expiration Date through ATOP should note that such Holders must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC.

All tendering Holders, by execution of this Letter of Transmittal or a facsimile hereof, or delivery of an Agent's Message through ATOP, waive any right to receive notice of the acceptance of their Corporate Units for exchange.

Holders who wish to exercise their right of withdrawal with respect to the Exchange Offer must give written notice of withdrawal, delivered by mail, hand delivery or manually signed facsimile transmission, or a properly transmitted "Request Message" through ATOP, which notice must be received by the Exchange Agent at its address set forth on the back cover of this Letter of Transmittal on or prior to the Expiration Date. In order to be valid, a notice of withdrawal must include the items listed in the Offering Documents. Holders may not rescind withdrawals of tendered Corporate Units. However, validly withdrawn Corporate Units may be retendered by following the procedures therefor described in the Offer at any time on or prior to the Expiration Date.

2. Partial Tenders. Valid tenders of Corporate Units pursuant to the Exchange Offer will be accepted only in integral multiples of 40 Corporate Units. If less than the entire amount of the Corporate Units transferred to the Exchange Agent is tendered, the tendering Holder must fill in the number of Corporate Units tendered in the column of the box entitled "Description of Corporate Units Tendered" herein. The entire amount for the Corporate Units transferred to the Exchange Agent will be deemed to have been tendered, unless otherwise indicated. If any Corporate Unit is not tendered or not accepted for exchange, such Corporate Unit will be returned by credit to the account at DTC designated herein, unless otherwise provided in the appropriate box on this Letter of Transmittal (subject to conditions set forth in Instruction 4 hereof), promptly after the settlement date of the Exchange Offer.

3. Signatures on this Letter of Transmittal; Guarantee of Signatures. This Letter of Transmittal must be signed by the DTC participant whose name is shown as the owner of the Corporate Units tendered hereby and the signature must correspond with the name shown on the security position listed as the owner of the Corporate Units.

If any of the Corporate Units tendered hereby are registered in the name of two or more Holders, all such Holders must sign this Letter of Transmittal. If any tendered Corporate Units are registered in different names, it will be necessary to complete,

sign and submit as many separate copies of this Letter of Transmittal and any necessary accompanying documents as there are different names.

A Holder does not need to provide a separate stock power if:

- this Letter of Transmittal is signed by the Holder;
- any Corporate Unit that is not tendered or not accepted for exchange or any Common Stock issued in exchange for validly tendered and accepted Corporate Units in the Exchange Offer is to be credited to the account at DTC of the Holder; and
- any checks for payment of Cash Consideration in exchange for validly tendered and accepted Corporate Units in the Exchange Offer are to be made to the order of the Holder.

In any case other than those listed above, the Holder must transmit a separate properly completed stock power with this Letter of Transmittal exactly as the name(s) of the Holder(s) appear(s) on such DTC participant's security position listing, with the signature on the endorsement or stock power guaranteed by a Medallion Signature Guarantor, unless such stock powers are executed by a Medallion Signature Guarantor.

If this Letter of Transmittal or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Company and the Exchange Agent of their authority so to act must be submitted with this Letter of Transmittal.

No signature guarantee is required for the tender or withdrawal of Corporate Units if (a) this Letter of Transmittal is signed by a DTC participant whose name appears on a security position listing as the owner of the Corporate Units and neither the "Special Payment Instructions" box nor the "Special Delivery Instructions" box of this Letter of Transmittal has been completed or (b) such Corporate Units are tendered for the account of a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company having an office or correspondent in the United States. In all other cases, all signatures on Letters of Transmittal and signatures on stock powers, if any, accompanying Corporate Units must be guaranteed by a recognized participant (an "**Eligible Institution**") in the New York Stock Exchange Medallion Signature Program (a "**Medallion Signature Guarantor**").

4. Special Payment and Special Delivery Instructions. Tendering Holders should indicate in the applicable box or boxes the name and address to which Corporate Units not tendered or not accepted for exchange, and Common Stock issued and checks for payment of Cash Consideration in exchange for validly tendered and accepted Corporate Units in the Exchange Offer are to be issued or made, if different from the name and address of the Holder signing this Letter of Transmittal. In the case of issuance in a different name, the taxpayer identification number or social security number (collectively, the "**TIN**") of the person named must also be indicated and satisfactory evidence of the payment of transfer taxes or exemption therefrom must be submitted. If no instructions are given (a) delivery of the Common Stock issued, and checks for payment of any Cash Consideration, in exchange for tendered Corporate Units in the Exchange Offer will be made to, and (b) Corporate Units not tendered or not accepted for exchange will be credited back to, such DTC participant's account. The Company has no obligation pursuant to the "Special Payment Instructions" box or "Special Delivery Instructions" box to transfer any Corporate Units from the name of the Holder(s) thereof if the Company does not complete the Exchange Offer or if the Holder(s) does not present satisfactory evidence of payment of any taxes that may be payable as a consequence of the payment or delivery requested by the Holder(s) completing the "Special Payment Instructions" and/or "Special Delivery Instructions" boxes.

5. TIN and Backup Withholding. U.S. federal income tax law generally requires that a tendering Holder whose tendered Corporate Units are accepted for exchange must provide the Exchange Agent (as payor) with such Holder's correct TIN, which, in the case of a Holder who is an individual, is generally such Holder's social security number, or otherwise establish an exemption from backup withholding. If the Exchange Agent is not provided with the correct TIN or an adequate basis for an exemption, such Holder may be subject to a \$50 penalty imposed by the Internal Revenue Service (the "**IRS**") and backup withholding in an amount equal to 28% of the amount of any reportable payments pursuant to the Exchange Offer. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is timely furnished to the IRS.

To prevent backup withholding, each tendering Holder that is a U.S. person must provide such Holder's correct TIN by completing the Substitute Form W-9 set forth herein, certifying that the TIN provided is correct (or that such Holder is awaiting

a TIN) and that (a) the Holder is exempt from backup withholding, (b) the Holder has not been notified by the IRS that such Holder is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Holder that such Holder is no longer subject to backup withholding. Such Holder must also certify that such Holder is a "U.S. person" as defined under the Internal Revenue Code of 1986, as amended, and applicable Treasury regulations.

If a Holder that is a U.S. person does not have a TIN, such Holder should consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "Guidelines") for directions on applying for a TIN, write "Applied For" in the space for the TIN in Part I of the Substitute Form W-9 attached herein, and sign and date the Substitute Form W-9. If the Holder does not provide such Holder's TIN to the Exchange Agent by the date any reportable payments are due, the payments will be subject to backup withholding at a rate of 28%. **Note: Writing "Applied For" on the form means that the Holder has already applied for a TIN or that such Holder intends to apply for one in the near future.**

If the Corporate Units are held in more than one name or are not in the name of the actual owner, consult the Guidelines for information on which TIN to report.

Exempt Holders are not subject to these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt Holder that is a U.S. person should check the box titled "Exempt from backup withholding" after the name and address lines of Substitute Form W-9. See the Guidelines for additional directions. In order for a nonresident alien or foreign entity to qualify as exempt, such person must submit a completed applicable IRS Form W-8BEN, W-8ECI, W-8EXP or W-8IMY, as the case may be, signed under penalties of perjury attesting to such exempt status. Such form may be obtained from the Exchange Agent or the IRS at its website: www.irs.gov.

6. Transfer Taxes. The Company will pay all transfer taxes applicable to the exchange and transfer of Corporate Units pursuant to the Exchange Offer, except if:

- the delivery of the Common Stock and payment of Cash Consideration is being made to, or if Corporate Units not tendered or not accepted for payment are registered in the name of, any person other than the Holder of Corporate Units tendered hereby;
- the Corporate Units are credited in the name of any person other than the person(s) signing the Letter of Transmittal or electronically transmitting acceptance through ATOP, as applicable; or
- transfer tax is imposed for any reason other than the exchange of the Common Stock and Cash Consideration for Corporate Units in connection with the Exchange Offer,

then the amount of any transfer taxes, whether imposed on the registered owner or any other persons, will be payable by the tendering Holder. If satisfactory evidence of payment of such taxes or exemption from them is not submitted with the Letter of Transmittal, the Company will be entitled to bill the amount of such transfer taxes directly to the tendering Holder.

7. Irregularities. 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 Corporate Units will be determined by the Company, in its sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders will not be considered valid. The Company reserves the absolute right to reject any or all tenders of Corporate Units that are not in proper form or the acceptance of which would, in the Company's opinion, be unlawful. The Company also reserves the right to waive any defects, irregularities or conditions of tender as to particular Corporate Units. A waiver of any defect or irregularity with respect to the tender of one Corporate Unit shall not constitute a waiver of the same or any other defect or irregularity with respect to the tender of any other Corporate Units except to the extent the Company 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. No tender of Corporate Units will be deemed to have been validly made until all defects or irregularities with respect to such Corporate Units have been waived by the Company or cured within a time period that the Company determines. All tendering Holders, by execution of this Letter of Transmittal or a facsimile hereof, waive any right to receive notice of the acceptance of their Corporate Units for exchange. None of the Company, the Exchange Agent, the Dealer Managers or any other person will be under any duty to give notice of any defects or irregularities in tenders of Corporate Units or will incur any liability for failure to give any such notice.

8. Waiver of Conditions. The Company expressly reserves the absolute right, in its sole discretion, to amend or waive any of the conditions to the Exchange Offer, in whole or in part, at any time and from time to time.

9. **Order of Exchange in Event of Proration.** As described in the section of the Offer entitled “The Exchange Offer — Priority of Exchanges and Proration,” the undersigned can specify in the “Description of Corporate Units Tendered” box of the Letter of Transmittal the order in which specified portions of its Corporate Units will be exchanged if, as a result of the proration provisions, some but not all of the tendered Corporate Units are exchanged in the Exchange Offer. The order of exchange may have an effect on the federal income tax treatment of the consideration for the shares exchanged. See the section of the Offer entitled “Material U.S. Federal Income Tax Consequences.”

10. **Requests for Assistance or Additional Copies.** Questions and requests for assistance relating to the procedures for tendering Corporate Units and requests for additional copies of the Offer and this Letter of Transmittal may be directed to the Information Agent at the address and telephone numbers on the back cover of this Letter of Transmittal.

11. **Questions Regarding Exchange of Treasury Units.** If a Holder of Treasury Units wants to participate in the Exchange Offer, such Holder may recreate Corporate Units from Treasury Units as described in “Description of the Equity Units — Recreating Corporate Units” in the Offer.

TO BE COMPLETED BY ALL TENDERING U.S. HOLDERS OF CORPORATE UNITS

PAYER'S NAME: Global Bondholder Services Corporation		
Name (if in joint names, list first and circle the name of the person or entity whose number you enter in Part I as provided in the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "Guidelines"))		
Business Name (Sole proprietors, see the instructions in the enclosed Guidelines)		
Check appropriate box:	<input type="radio"/> Individual/Sole Proprietor <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Limited Liability Company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) _____ <input type="radio"/> Other	Exempt from backup withholding <input type="radio"/>
Address		
SUBSTITUTE Form W-9 Payer's Request for Taxpayer Identification Number ("TIN") and Certification	PART I - TIN Enter your TIN in the appropriate box at right. (For most individuals, this is your social security number. If you do not have a number, see Obtaining a Number in the enclosed Guidelines). Certify by signing and dating below. Note: If the account is in more than one name, see chart in the enclosed Guidelines to determine which number to enter.	_____ Social Security Number _____ OR Employer Identification Number _____ OR If awaiting TIN write "Applied For"
PART II - 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); and (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 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. person (including a U.S. resident alien). Certification Instructions: You must cross out item (2) above if the IRS has notified you 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). (Also see instructions in the enclosed Guidelines.) The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.		
SIGNATURE , DATE , 2010		

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN PART I OF THIS 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 (a) 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 (b) I intend to mail or deliver such application in the near future. I understand that, notwithstanding the information I provided in Part II of the Substitute Form W-9 (and the fact that I have completed this Certificate of Awaiting Taxpayer Identification Number), all reportable payments made to me will be subject to a 28% backup withholding tax unless I provide a properly certified taxpayer identification number. Signature , Date , 2010	

NOTE: FAILURE TO COMPLETE AND RETURN THE SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING TAX OF 28% OF ANY REPORTABLE PAYMENTS MADE TO YOU PURSUANT TO THE EXCHANGE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 AND CONTACT YOUR TAX ADVISOR FOR ADDITIONAL DETAILS.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER
ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer. Social security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the Company.

For this type of account	Give the TAXPAYER IDENTIFICATION number of —
1. An individual's account	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 account (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 account or single owner limited liability company ("LLC")	The owner (3)
6. Disregarded entity not owned by an individual	The owner

For this type of account	Give the TAXPAYER IDENTIFICATION number of —
7. A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title) (4)
8. Corporation or LLC electing corporate status on Form 8832 account	The corporation
9. Association, club, religious, charitable, education, or other tax exempt organization account	The organization
10. Partnership or multimember LLC not electing corporate status on Form 8832 account	The partnership
11. A broker or registered nominee	The broker or registered nominee
12. 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

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's social security number.

(3) You must show your individual name and you may also enter your business or "DBA" name on the "Business Name" line. You may use either your social security number or employer identification number (if you have one). If you are a sole proprietor, the IRS encourages you to use your social security number.

(4) List first and circle the name of the legal trust, estate, or pension trust.

NOTE: If no name is circled when there is more than one name listed, the number will be considered to be that of the first name listed.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER
ON SUBSTITUTE FORM W-9**

Page 2

Obtaining a Number

If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5; Application for a Social Security Number Card, Form W-7, Application for an IRS Individual Taxpayer Identification Number, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service, from www.irs.gov or by calling 1-800-TAX-FORM and apply for a number.

Payees Exempt From Backup Withholding

Payees specifically exempted from backup withholding on ALL payments include the following:

- An organization exempt from tax under section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”), an individual retirement arrangement (“IRA”), or a custodial account under section 403(b)(7) of the Code if the account satisfies the requirements of section 401(f)(2) of the Code.
- The United States or any of its agencies or instrumentalities.
- A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include the following:

- A corporation.
- A foreign central bank of issue.
- A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A real estate investment trust.
- An entity registered at all times during the tax year under the Investment Company Act of 1940.
- A common trust fund operated by a bank under section 584(a) of the Code.
- A financial institution.
- A middleman known in the investment community as a nominee or custodian.
- A trust exempt from tax under section 664 of the Code or described in section 4947 of the Code.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer’s trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments described in section 6049(b)(5) of the Code to non-resident aliens.
- Payments made by certain foreign organizations.

Exempt payees described above should file Substitute Form W-9 to avoid possible erroneous backup withholding. ENTER YOUR NAME (as described above), CHECK THE APPROPRIATE BOX FOR YOUR

STATUS, CHECK THE BOX TITLED "EXEMPT FROM BACKUP WITHHOLDING," SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.

Certain payments other than interest, dividends, and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6042, 6045, 6049, 6050A, and 6050N of the Code.

Privacy Act Notice — Section 6109 of the Code requires most recipients to provide your correct taxpayer identification number to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your taxpayer identification number whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividends, and certain other payments to a payee who does not give a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

(1) **Penalties for Failure to Furnish Taxpayer Identification Number** — If you fail to furnish your taxpayer identification number 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.

(2) **Civil Penalty for False Information With Respect to Withholding** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

(3) **Criminal Penalty for Falsifying Information** — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

(4) **Misuse of Taxpayer Identification Number** — If the requester discloses or uses taxpayer identification numbers in violation of federal law, the requester may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

The Exchange Agent for the Exchange Offer is:

Global Bondholder Services Corporation

*By Registered or Certified Mail or by
Hand or by Overnight Courier*

Global Bondholder Services Corporation
65 Broadway – Suite 404
New York, New York 10006

*By Facsimile
(for Eligible Institutions Only):*

Global Bondholder Services Corporation
(For Eligible Institutions only)
(212) 430-3775/3779

Confirm by Telephone:
(212) 430-3774

Any questions or requests for assistance may be directed to the Dealer Managers or the Information Agent at their respective telephone numbers as set forth below. Any requests for additional copies of the Offer, this Letter of Transmittal or related documents may be directed to the Information Agent. A holder may also contact such holder's broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

The Information Agent for the Exchange Offer is:

Global Bondholder Services Corporation

65 Broadway – Suite 404
New York, New York 10006
Attn: Corporate Actions

Banks and Brokers, Call Collect:
(212) 430-3774
All Others Call Toll-Free:
(866) 873-7700

The Dealer Managers for the Exchange Offer are:

BofA Merrill Lynch

Attn: Debt Advisory Services
214 North Tryon Street, 17th Floor
Charlotte, North Carolina 28255

Toll Free: (888) 292-0070
Collect: (980) 683-3215

Citi

Attn: Liability Management Group
390 Greenwich Street, First Floor
New York, New York 10013

Toll Free: (800) 558-3745
Collect: (212) 723-6106

Form of Notice of Withdrawal
American International Group, Inc.

Offer to Exchange
0.09867 Shares of Common Stock Plus \$3.2702 in Cash
for Each Outstanding Equity Unit
consisting of a Corporate Unit
(CUSIP No. — 026874 115),
Up to an Aggregate of 74,480,000 Corporate Units

Pursuant to the Offer to Exchange Dated October 8, 2010

**THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON NOVEMBER 10, 2010
UNLESS THE EXCHANGE OFFER IS EXTENDED OR TERMINATED.**

The undersigned acknowledges receipt of the Offer to Exchange dated October 8, 2010 (the “Offer”) of American International Group, Inc. (the “Company”), a Delaware corporation, for the offer (the “Exchange Offer”) to exchange 0.09867 shares of its common stock, par value \$2.50 per share (the “Common Stock”), plus \$3.2702 in cash (the “Cash Consideration”) for each validly tendered and accepted Corporate Unit, up to an aggregate of 74,480,000 Corporate Units (as adjusted), under the terms and conditions set forth in the Offer. All withdrawals of Corporate Units previously tendered in the Exchange Offer must comply with the procedures described in the Offer under “The Exchange Offer — Withdrawals of Tenders.”

The undersigned has identified in the table below the Corporate Units that it is withdrawing from the Exchange Offer:

Description of Corporate Units Withdrawn
Number of Corporate Units to be withdrawn:
Date(s) such Corporate Units were tendered:
TOTAL NUMBER OF CORPORATE UNITS WITHDRAWN:

* If any securities were tendered through The Depository Trust Company (DTC), please provide the DTC Participant Number. **In the event that this form is used for withdrawals of Corporate Units delivered through DTC, this form should only be delivered by mail, fax or hand delivery if the undersigned needs to withdraw Corporate Units on the final day of the exchange offer and withdrawal through DTC is no longer available. Otherwise, the form of withdrawal should be delivered through a properly transmitted “Request Message” through DTC’s Automated Tender Offer Program.**

You may transmit this Notice of Withdrawal to the Exchange Agent, Global Bondholder Services Corporation, at the address listed on the back of the Offer.

This notice of withdrawal must be signed below by the registered holder(s) of the Corporate Units tendered as its or their names appear on a security position listing or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with the letter of transmittal used to tender such Corporate Units. If signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, please set forth the full title of such persons.

Name(s): _____

Account Number(s): _____

Signature(s): _____

Capacity (Full Title): _____

Address (including Zip Code): _____

Area Code and Telephone Number: _____

Tax Identification or Social Security No.: _____

Dated: _____, 2010

DTC Participant Number (applicable for Corporate Units tendered through DTC only): _____

The Company will determine all questions as to the validity, form and eligibility (including time of receipt) of any notice of withdrawal in its sole discretion, and its determination shall be final and binding. None of the Company, the Dealer Manager, the Exchange Agent, the Information Agent (each as defined in the Offer) or any other person is under any duty to give notice of any defects or irregularities in any notice of withdrawal and none of them will incur any liability for failure to give any such notice.

October 8, 2010

Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549
Attention: Jeffrey P. Riedler

Re: American International Group, Inc. —
Registration Statement on Form S-4

Dear Mr. Riedler:

On behalf of American International Group, Inc. ("AIG"), I am transmitting for filing under the Securities Act of 1933, as amended, a Registration Statement on Form S-4 relating to up to 7,348,942 shares of AIG's common stock, par value \$2.50 per share, which AIG plans to offer in exchange, plus up to \$243,564,496 in cash, for up to 74,480,000 of its outstanding Equity Units consisting of Corporate Units.

AIG has sent a wire transfer to the account of the Securities and Exchange Commission with US Bank in the amount of \$45,511 for the registration filing fee and has received confirmation of its receipt.

Please direct any questions or comments regarding this filing to the undersigned at (212) 770-5123.

Very truly yours,

/s/ Kathleen E. Shannon
Kathleen E. Shannon

cc: Robert W. Reeder III
Ann Bailen Fisher
Glen T. Schleyer
(Sullivan & Cromwell LLP)