
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): May 10, 2013

AMERICAN INTERNATIONAL GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-8787
(Commission File Number)

13-2592361
(IRS Employer
Identification No.)

180 Maiden Lane
New York, New York 10038
(Address of principal executive offices)

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

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 1 — Registrant’s Business and Operations

Item 1.01. Entry into a Material Definitive Agreement.

On May 10, 2013, American International Group, Inc. (“AIG”), AIG Capital Corporation (“Seller”), a wholly-owned direct subsidiary of AIG and the sole shareholder of International Lease Finance Corporation (“ILFC”), and Jumbo Acquisition Limited (“Purchaser”) entered into an amendment (the “Amendment”) to the Share Purchase Agreement, dated as of December 9, 2012, by and among Seller, AIG and Purchaser (the “Share Purchase Agreement”) relating to the sale of up to 90.0% of ILFC’s common stock by Seller to Purchaser (the “Transaction”). The Amendment extends by one month, to June 14, 2013, the date on which any of AIG, Seller or Purchaser may terminate the Share Purchase Agreement if the closing of the Transaction has not yet occurred. The Transaction is expected to close during the second quarter of 2013, subject to required regulatory approvals and customary closing conditions.

The description of the Amendment contained herein does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is attached to this Current Report on Form 8-K as Exhibit 2.1 and incorporated in its entirety into this Item 1.01 by reference. AIG previously filed the Share Purchase Agreement as Exhibit 2.1 to its Current Report on Form 8-K filed on December 10, 2012.

Section 9 — Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 2.1 Amendment No. 1 to the Share Purchase Agreement, dated as of May 10, 2013, among American International Group, Inc., AIG Capital Corporation and Jumbo Acquisition Limited.

SIGNATURES

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

AMERICAN INTERNATIONAL GROUP, INC.
(Registrant)

Date: May 13, 2013

By: /s/ James J. Killerlane III

Name: James J. Killerlane III

Title: Associate General Counsel and Assistant Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1	Amendment No. 1 to the Share Purchase Agreement, dated as of May 10, 2013, among American International Group, Inc., AIG Capital Corporation and Jumbo Acquisition Limited.

AMENDMENT NO. 1 TO THE SHARE PURCHASE AGREEMENT

THIS AMENDMENT NO. 1, dated May 10, 2013 (this "Amendment"), is entered into by and among AIG Capital Corporation, a Delaware corporation ("Seller"), American International Group, Inc., a Delaware corporation ("Parent") and Jumbo Acquisition Limited, a Cayman Islands exempted company with limited liability ("Purchaser") and together with Parent and Purchaser, the "Parties" and each a "Party", and amends the Share Purchase Agreement (the "Purchase Agreement"), dated as of December 9, 2012, by and among Seller, Parent and Purchaser. Capitalized terms used herein and not otherwise defined herein have the meanings given such terms in the Purchase Agreement.

RECITALS

WHEREAS, Seller, Parent and Purchaser entered into the Purchase Agreement, pursuant to which Purchaser agreed to acquire not less than 80.1% of the then issued and outstanding shares of the common stock of the Company;

WHEREAS, the Parties desire to amend the Purchase Agreement in the manner set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. **Long-Stop Date.** Clause 7.6(b) of the Purchase Agreement is hereby deleted and replaced with the following: "by any of the Parent, the Seller or the Purchaser if the Initial Completion has not occurred on or before June 14, 2013 (the "**Long-Stop Date**"); provided that the right to terminate this Agreement pursuant to this clause 7.6(b) shall not be available to any party who shall have materially breached or failed to perform any of its Warranties or Purchaser Warranties, as applicable, or Pre-Completion Covenants in any manner that shall have resulted in the failure of the Initial Completion to occur on or before the Long-Stop Date;"
2. **Form RW.** The second sentence of clause 9.3 of the Purchase Agreement is hereby deleted and replaced with the following: "On the Initial Completion Date, the Seller shall cause ILFC Holdings, Inc. to file a Registration Withdrawal Request on Form RW with the SEC with respect to the Company Prospectus."
3. **Effectiveness; Confirmation of Other Provisions.** This Amendment shall become effective on the date hereof. Except as modified herein, all other terms and provisions of the Purchase Agreement are hereby confirmed and ratified in all respects.

4. **Governing Law.** This Agreement, all transactions contemplated by this Agreement, and all claims and defenses of any nature (including contractual and non-contractual claims and defenses) arising out of or relating to this Agreement, any transaction contemplated by this Agreement, and the formation, applicability, breach, termination or validity of this Agreement, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflicts of law principles that would apply the Law of another jurisdiction.
5. **Execution in Counterparts.** This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of any such agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement as of the date and year set forth above.

AIG CAPITAL CORPORATION

By /s/ William N. Dooley

Name William N. Dooley

Title Chief Executive Officer

AMERICAN INTERNATIONAL GROUP, INC.

By /s/ Peter L. Juhas

Name Peter L. Juhas

Title VP, Global Head of Strategic Planning

JUMBO ACQUISITION LIMITED

By /s/ Wing Fai Ng

Name Wing Fai Ng

Title Director

Signature Page