Summary of Terms for
Senior Bridge Facility
("Agreement")

September [ ], 2008

This Summary of Terms is not intended to be legally binding on any person or entity, nor is it intended to be a comprehensive list of all relevant terms and conditions of the transactions contemplated herein. Any binding agreement with respect to the matters referred to herein shall be evidenced by appropriate documentation, executed by the applicable parties.

This Summary of Terms shall not constitute an offer to sell, nor the solicitation of an offer to buy, any security or instrument referred to herein.

Lender:	The Federal Reserve Bank of New York ("NY Fed" or "Purchaser")
Borrower:	American International Group, Inc. ("AIG")
Guarantors:	The Facility will be guaranteed by all direct and indirect subsidiaries of the Borrower to the extent that such guarantees are allowable under the Borrower's existing debt agreements
Facility:	NY Fed will commit (the "Commitment") to make available to AIG, from time to time as set forth below, a revolving credit facility in the amount of [ ]. In consideration of the Commitment, AIG will issue to [U.S. Treasury] upon entering into the Agreement the Warrants described below.
Closing Date:	Demand Note / Interim Bridge to be discussed in context of draft Senior Bridge Facility Agreement
Security Package:	The Facility will be secured by a pledge of stock of all direct and indirect subsidiaries and first-priority security interest in all assets of the Borrower and its direct and indirect subsidiaries to the extent that the pledge and security interests are allowable under the Borrower's existing debt agreements
Warrants:	Warrants for the purchase of common stock of AIG representing 79.9% of the common stock of AIG on a fully-diluted basis
Up-front Fees:	3% upfront fee payable in cash at closing.
Periodic Commitment	Prior to Shareholder Approval of the increase in authorized

Fee:	shares, 2.5% payable in kind every 3 months after closing. After Shareholder Approval, 50bp every 3 months after closing.
Drawn Interest Rate:	Floating rate 3M Libor + 850 with a 3.5% Libor floor per annum PIK
Undrawn Fee:	850 bps per annum PIK
Maturity Date:	18 months from closing.
Right to Draw on Commitment:	Seller may draw on the Commitment on a daily basis and at the Maturity Date, in each case in an amount up to $[ ] billion.
Covenants:	[ ]
Termination:	Freely terminable by lender at month 3 if Shareholder Approval for shares authortized not obtained
Governing Law; Jurisdiction; Venue:	The Commitment and the Warrants shall be governed by, and construed in accordance with the laws of the State of New York.
Mandatory Prepayments	The Borrower shall prepay any amounts outstanding and permanently reduce commitments under the Facility with proceeds from asset sales and the issuance of debt and equity with exceptions to be determined by Lender

ANNEX A

Summary of Terms of Warrants

Issuer:	American International Group, Inc. ("AIG")
Exercise Price:	Lowest possible price per share ([ ], subject to ability of the board to determine vs. shareholder vote)
Shares issuable upon exercise:	79.9% of the common stock of AIG subject to Shareholder Approval
Shareholder Approval	Required to issue stock above authorized by unissued shares
Exercise Terms:	The Warrants may be exercised in whole or in part at any time during the period commencing on the date of issuance and ending on the 10th anniversary of the date of the Senior Revolving Bridge Facility.
Anti-Dilution Protections:	Customary and appropriate adjustments to be made to the exercise price and/or number of shares issuable in the event of stock distributions, stock dividends, issuances of common stock below a specified price, and similar corporate events.
Transferable:	[freely transferable]