

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AMERICAN INTERNATIONAL GROUP, INC.
SECURITIES LITIGATION

Master File No. 04 Civ. 8141 (DAB) (AJP)

**NOTICE OF PROPOSED SETTLEMENT,
MOTION FOR ATTORNEYS' FEES AND
EXPENSES AWARD AND FAIRNESS HEARING**

This Document Relates To: All Actions

**If You Purchased or Otherwise Acquired Securities Issued by American International Group, Inc.
During the Period From October 28, 1999 Through April 1, 2005, Inclusive, (the "Class Period") and
Were Damaged Thereby, You May Be Entitled to Share in a \$72 Million Settlement With
General Reinsurance Corporation**

PLEASE READ THIS NOTICE CAREFULLY.

A Federal Court Authorized This Notice. This Is Not A Solicitation.

Your Legal Rights Are Affected Whether You Do Or Do Not Act.

1. **Statement of Plaintiff Recovery**: This Notice advises you of a proposed partial settlement (the "Settlement") consisting of \$72 million in cash, plus interest as it accrues (the "Cash Settlement Account"), of a consolidated class action lawsuit (the "Action") brought by the Ohio Public Employees Retirement System, State Teachers Retirement System of Ohio and Ohio Police & Fire Pension Fund (collectively, "Lead Plaintiff" or "the Ohio State Funds"), on behalf of the Settlement Class against General Reinsurance Corporation ("Gen Re"), Ronald E. Ferguson, Richard Napier and John B. Houldsworth (collectively, the "Gen Re Defendants"). This Settlement is a final resolution of the Claims brought on behalf of the Settlement Class against Gen Re.

The Settlement is separate from a related previously-announced settlement in the Action between Lead Plaintiff and American International Group, Inc. ("AIG") (the "Company Settlement"), which was approved by the Court on February 3, 2012. The Settlement is also separate from a related previously-announced settlement with defendant PricewaterhouseCoopers LLP (the "PwC Settlement"), which was approved by the Court on December 2, 2010. In addition, the Settlement is separate from a related previously-announced settlement in the Action between Lead Plaintiff and Maurice R. Greenberg, Howard I. Smith, Christian M. Milton, Michael J. Castelli, C.V. Starr & Co., Inc, and Starr International Company, Inc. (collectively, the "Starr Defendants") (the "Starr Settlement"), which was approved by the Court on May 14, 2013.

The Action alleges, among other things, claims against the Gen Re Defendants for violations of Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and SEC Rule 10b-5 promulgated thereunder. Gen Re is alleged to have violated Section 10(b) and the "scheme liability" provisions of Rule 10b-5 (a) and (c).

The Settlement will resolve all claims against Gen Re and will create the Cash Settlement Account to pay the claims of investors who purchased or otherwise acquired AIG's publicly-traded common stock, debt and options during the Class Period. (See below at pages 4-5 for more information about eligible "AIG Securities.") The Distribution Amount (the Cash Settlement Account less any Notice and Administrative Expenses, attorneys' fees and litigation expenses awarded to Lead Plaintiff's counsel, expenses awarded to Lead Plaintiff and certain Tax Expenses) will be distributed in accordance with a plan of allocation (the "Plan of Allocation"), which is described herein. Based on Lead Plaintiff's damages consultant's estimate of the number of shares of common stock entitled to participate in the Settlement, given the allocation of 5% of the recovery to debt purchasers and assuming that all

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shares entitled to participate do so, Lead Plaintiff estimates that the average recovery per damaged share would be approximately \$0.05 per share, before deduction of any court-awarded fees and expenses.¹ An individual Class Member's actual recovery will depend on many factors, for example: (1) the total number of claims submitted; (2) when the Class Member purchased AIG Securities during the Class Period; (3) the purchase price paid; (4) the type of security bought; and (5) whether those AIG Securities were held at the end of the Class Period or sold during the Class Period (and, if sold, when they were sold and the amount received). See the Plan of Allocation beginning on page 9 for more information on your potential Recognized Loss.

2. **Reasons for Settlement:** The Settlement resolves claims against Gen Re for allegedly violating the federal securities laws by structuring and executing a reinsurance transaction that improperly increased AIG's claim reserves by \$500 million (the "Gen Re Transaction"), thus improving AIG's financial results. However, the Settlement is not and should not be construed as an admission of any fault, liability or wrongdoing whatsoever by Gen Re. In light of the amount of the Settlement and the immediacy of recovery to the Settlement Class, Lead Plaintiff believes that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiff believes that the Settlement provides a substantial benefit in the form of \$72 million in cash (less the various deductions described in this Notice), as compared to the risks and delays of proceeding with the Action against Gen Re. These risks include the fact that there is no assurance that Lead Plaintiff would recover as much as was achieved in this Settlement at a later stage in the litigation. Moreover, even if the case were to proceed and a later recovery obtained, it would take several more years of discovery, motion practice, trial and further appeals to obtain such a recovery, during which time Gen Re would have the opportunity to assert substantial defenses to the claims asserted against it. The risks also include that Gen Re could prevail in the Action, in which case Lead Plaintiff would obtain no recovery at all from Gen Re.

3. **Statement of Potential Outcome if the Case Against Gen Re Continued:** Lead Plaintiff and Gen Re (collectively, the "Settling Parties") do not agree on the average amount of damages per share that would be recoverable even if Lead Plaintiff was to prevail on the claims asserted against Gen Re. Gen Re denies all liability. In addition, the Settling Parties disagree on, among other things: (i) whether Gen Re was liable, given the Supreme Court of the United States' decision about "scheme liability," in *Stoneridge Investment Partners LLC v. Scientific-Atlanta*, 128 S. Ct. 761 (2008), and that it did not make any of the alleged statements about AIG to the public; (ii) whether the Gen Re Transaction was material to investors; (iii) the amount of inflation, if any, caused by the Gen Re Transaction; (iv) the effect of various market forces influencing the trading prices of AIG's securities during the Class Period; and (v) the amount of damages, if any, caused by the alleged wrongdoing.

4. **Statement of Attorneys' Fees and Expenses Sought:** Lead Plaintiff's counsel, Labaton Sucharow LLP and Hahn Loeser & Parks LLP, intend to apply for an award of attorneys' fees on behalf of all plaintiffs' counsel not to exceed 13.25% of the Cash Settlement Account and to seek reimbursement of litigation expenses paid or incurred in connection with the prosecution and resolution of the claims against Gen Re (the "Litigation Expenses"), in an amount not to exceed \$525,000. In addition, Lead Plaintiff may ask the Court to reimburse it from the Cash Settlement Account for costs and expenses it incurred directly related to its representation of the Settlement Class, in an amount not to exceed \$10,000. If the Court approves Lead Plaintiff's counsel's fee and expense application and Lead Plaintiff's application, the average cost per share will be less than \$0.01 per share.

5. **Further Information:** Further information regarding the Settlement and this Notice may be obtained by contacting the Administrator: *In re AIG Securities Litigation - Gen Re Settlement*, c/o Rust Consulting, Inc., P.O. Box 8082, Faribault, MN 55021-9482, (888) 356-0263, www.AIGSecuritiesLitigationGenReSettlement.com; or Counsel: Labaton Sucharow LLP, 140 Broadway, NY, NY 10005, (866) 779-0843, www.labaton.com.

Please Do Not Call the Court or Gen Re With Questions About the Settlement.

¹ An allegedly damaged share might have been traded more than once during the Class Period, and the indicated average recovery would be the total for all purchasers of that share.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY SEPTEMBER 12, 2013	The way to get a payment. However, if you already submitted a claim form in the PwC Settlement, the Company Settlement and/or the Starr Settlement, you do not have to do so again. Instead, you must complete a Release Form.
EXCLUDE YOURSELF BY AUGUST 20, 2013	Get no payment and remove yourself from the Settlement Class. This is the only option that allows you to ever bring or be part of any <i>other</i> lawsuit against Gen Re and the other “Released Persons” about the “Released Claims.”
OBJECT BY AUGUST 20, 2013	Write to the Court about why you do not like the Settlement. You will still be a member of the Settlement Class.
GO TO A HEARING ON SEPTEMBER 10, 2013	Ask to speak in Court about the Settlement at the Fairness Hearing.
DO NOTHING	Get no payment. Give up rights.

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Questions? Call Toll-Free (888) 356-0263

Why did I get this Notice?

You or someone in your family may have purchased or acquired publicly-traded securities issued by AIG during the period from October 28, 1999 through April 1, 2005, inclusive. The Court sent you this Notice because, as a potential Class Member, you have a right to know about the proposed Settlement of the claims asserted in this Class Action against Gen Re and your options before the Court determines whether to approve the Settlement. If the Court approves the Settlement, after all objections and appeals are resolved, a claims administrator (the "Administrator") will make payments pursuant to the terms of the Settlement.

The Court in charge of this case is the United States District Court for the Southern District of New York and the case is known as *In re American International Group, Inc. Securities Litigation*, Master File No. 04-8141 (DAB).

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how you may receive your portion of the benefits. The purpose of this Notice is to inform you of the terms of the proposed Settlement and of a hearing to be held by the Court to consider the Settlement (the "Fairness Hearing").

The Fairness Hearing will be held at 3:00 p.m. on September 10, 2013 before the Honorable Deborah A. Batts, in the United States District Court for the Southern District of New York, United States Courthouse, 500 Pearl Street, New York, New York 10007, to determine:

- (a) Whether the proposed Settlement is fair, reasonable and adequate and should be approved by the Court;
- (b) Whether the claims against Gen Re should be dismissed with prejudice as set forth in the Agreement of Compromise and Settlement (the "Agreement");
- (c) Whether the proposed Settlement Class should be certified and Lead Plaintiff be appointed as Class Representative;
- (d) Whether the proposed Plan of Allocation for distributing the Settlement to Class Members is fair and reasonable and should be approved;
- (e) Whether the application by Lead Plaintiff's counsel for an award of attorneys' fees and reimbursement of litigation expenses should be approved; and
- (f) Whether the application by Lead Plaintiff for reimbursement of its costs and expenses should be approved.

The issuance of this Notice is not an expression of the Court's opinion on the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payment will be made after all appeals, if any, are resolved and after the completion of all claims processing. Please be patient.

How do I know if I am part of this Settlement?

You are part of this Settlement if you are within the definition of the Settlement Class and you do not take steps to exclude yourself. The Settlement Class covered by this settlement consists of: all persons who purchased or otherwise acquired AIG Securities during the period from October 28, 1999 through April 1, 2005, inclusive, including all persons and entities who held the common stock of HSB Group, Inc. ("HSB") at the time HSB was acquired by AIG in a stock for stock transaction, and all persons and entities who held the common stock of American General Corporation ("AGC") at the time AGC was acquired by AIG in a stock for stock transaction, and who were damaged thereby, excluding persons who make timely and valid requests for exclusion from the Settlement Class. (See the Plan of Allocation for more information about eligible securities.)

"AIG Securities" means any and all publicly-traded securities issued by American International Group, Inc., whether debt or equity securities, including, without limitation, AIG common stock, the Zero Coupon Convertible Senior Debentures referenced in paragraph 189 of the Complaint, the 0.5% Cash Exchangeable Equity-Linked Senior Notes

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referenced in paragraph 193 of the Complaint, the 2.85% Medium-Term Notes, Series F referenced in paragraph 203 of the Complaint, the 2.875% Notes (144A securities) referenced in paragraph 212 of the Complaint that were exchanged into registered like coupon bonds and the 4.25% Notes (144A securities) referenced in paragraph 217 of the Complaint that were exchanged into registered like coupon bonds. Options on AIG common stock are included in this definition.

Excluded from the Settlement Class are the defendants in the Action, members of the immediate families of the individual defendants, any parent, subsidiary, affiliate, officer, or director of defendant AIG, any entity in which any excluded person has a controlling interest, and the legal representatives, heirs, successors and assigns of any excluded person. Also excluded from the Settlement Class are any persons who exclude themselves by timely filing a request for exclusion in accordance with the requirements set forth below. (See "What if I do not want to participate in the Settlement? How do I exclude myself?")

**RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A MEMBER OF THE SETTLEMENT CLASS
OR ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.**

**TO RECEIVE PROCEEDS FROM THE SETTLEMENT, YOU MUST SUBMIT A PROOF OF CLAIM OR RELEASE FORM
BY SEPTEMBER 12, 2013.**

What recovery does the Settlement provide?

In exchange for the Settlement and dismissal of the Released Claims, Gen Re has agreed to fund a \$72 million (before interest) account to be divided, after deduction of Court-awarded attorneys' fees and expenses, Lead Plaintiff expenses, Notice and Administrative Expenses, and any applicable taxes, ("Distribution Amount") among all Class Members who timely submit valid Proof of Claim forms that show a Recognized Loss. Your share of the Distribution Amount will depend on several things, including: (1) the amount of Recognized Losses of other Class Members who file valid Proofs of Claim; (2) how many AIG Securities you bought; (3) how much you paid for them; (4) the type of security bought; (5) when you bought them; (6) whether or when you sold them (and, if so, for how much you sold them).

Your Recognized Loss will be calculated according to the formula shown below in the Plan of Allocation. It is unlikely that you will get a payment for your entire Recognized Loss, given the number of potential Class Members with Recognized Losses. After all Class Members have sent in their Proof of Claim forms, the payment you get will be a portion of the Distribution Amount equal to your Recognized Loss divided by the total of all Class Members' Recognized Losses and multiplied by the total Distribution Amount. (See the Plan of Allocation beginning on page 9 for more information.)

Once all the Proofs of Claim are processed and claims are calculated, Lead Plaintiff's counsel, without further notice to the Settlement Class, will apply to the Court for an order distributing the Distribution Amount to the members of the Settlement Class. Counsel will also ask the Court to approve payment of the Administrator's fees and expenses incurred in connection with administering the Settlement that have not already been reimbursed.

Why is there a Settlement? What are Lead Plaintiff's reasons for the Settlement?

Under the proposed Settlement, the Court will not decide the merits of the claims in the Action in favor of either the Lead Plaintiff or Gen Re. By agreeing to a Settlement, both the Lead Plaintiff and Gen Re avoid the costs and risks of litigating the claims against the Gen Re Defendants. By accepting the Settlement, Class Members will be compensated immediately for the claims against the Gen Re Defendants. In light of the amount of the Settlement and the immediacy of recovery to the Settlement Class, Lead Plaintiff believes that the proposed Settlement is fair, reasonable and adequate and in the best interest of Class Members.

Lead Plaintiff and Lead Plaintiff's counsel believe that the claims asserted against Gen Re have merit. However, they recognize the risks of, expense of and delay associated with the continued prosecution of the claims against Gen Re in the Action. Gen Re has denied and continues to deny each and every allegation of liability or damage to

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the Settlement Class or any member thereof. Lead Plaintiff and its counsel have taken into account the issues that would have to be decided by a jury including: (i) whether Gen Re was liable, given that it did not make any of the alleged statements about AIG to the public; (ii) whether the Gen Re Transaction was material to investors; and (iii) the amount of any damages, if any, caused by the alleged wrongdoing by Gen Re. Lead Plaintiff and Lead Plaintiff's counsel have also considered the uncertain outcome and trial risk in complex lawsuits like this one. Lead Plaintiff believes that a recovery now will provide an immediate benefit to Class Members, which is superior to the risk of proceeding with the claims against Gen Re. Considering these factors and balancing them against the certain and substantial benefits that the Settlement Class will receive as a result of the Settlement, Lead Plaintiff and Lead Plaintiff's counsel determined that the Settlement described herein is fair, reasonable and adequate, and that it is in the best interests of the Settlement Class to settle the claims against Gen Re on the terms set forth in the Agreement and this Notice.

What might happen if there were no Settlement?

If there were no settlement of the claims against Gen Re and Lead Plaintiff failed to establish any essential legal or factual element of its claims, neither it nor the Settlement Class would recover anything from Gen Re. Also, if Gen Re was successful in proving any of its defenses, the Settlement Class likely would recover substantially less than the amount provided in the Settlement, if anything at all.

Do I have a lawyer in the case? How will the lawyers be paid?

The Court appointed the law firms of Labaton Sucharow LLP in New York, New York and Hahn Loeser & Parks LLP in Cleveland, Ohio to represent the proposed class. You will not be separately charged for the work done by the lawyers who worked on this lawsuit. If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court will determine the amount (if any) of Lead Plaintiff's attorneys' fees and expenses, which will be paid from the Cash Settlement Account. Any attorneys' fees awarded to Lead Plaintiff's counsel will be distributed, in part, to additional counsel who worked on this lawsuit under the supervision and direction of Lead Plaintiff's counsel based upon the amount, quality and importance of work they performed. Lead Plaintiff estimates that in the aggregate such amount will be less than 5% of the total attorneys' fees awarded by the Court.

Lead Plaintiff's counsel has not received any payment for its services in pursuing claims against Gen Re on behalf of the Settlement Class, nor has it been reimbursed for its considerable Litigation Expenses in connection with these claims. In this type of litigation, it is customary for counsel to be awarded a percentage of the settlement fund recovered as its attorneys' fees, and to receive reimbursement of the expenses advanced in the prosecution of the action. Lead Plaintiff's counsel intends to apply to the Court for an award of attorneys' fees not to exceed 13.25% of the Cash Settlement Account in connection with this Settlement. Lead Plaintiff's counsel also intends to apply for reimbursement of Litigation Expenses in an amount not to exceed \$525,000. In addition, Lead Plaintiff, the Ohio State Funds, intends to apply for reimbursement of its costs and expenses incurred related to its representation of the Settlement Class in an amount not to exceed \$10,000. If the application for attorneys' fees and reimbursement of expenses is approved by the Court, the average cost per share would be less than \$0.01 per share.

The fee requested by Lead Plaintiff's counsel would compensate it for its efforts in achieving the Settlement for the benefit of the Settlement Class and willingness to undertake this representation on a contingency basis. The fee requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type. NEITHER THE COURT NOR THE DEFENDANTS HAVE EXPRESSED ANY OPINION ON THE APPLICATION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES.

What rights am I giving up by agreeing to the Settlement?

If the Settlement is approved, the Court will enter a Final Judgment (the “Judgment”) ending all the claims against the Gen Re Defendants and precluding Class Members from continuing to litigate the claims against Gen Re and the Released Persons. The Judgment will: (i) dismiss the claims against Gen Re with prejudice; and (ii) provide that Lead Plaintiff and all other Class Members, except those who validly and timely request to be excluded from the Settlement Class, shall, upon the Effective Date (as defined in the Agreement), on behalf of themselves and their respective heirs, executors, administrators, successors and assigns and all persons acting in concert with any such person, have fully, finally and forever released, relinquished, acquitted and discharged the Released Persons from the Released Claims. The release also constitutes an express waiver and relinquishment, to the fullest extent permitted by law, of the provisions, rights and benefits of California Civil Code § 1542, and any provisions, rights and benefits conferred by any law of any state or territory of the United States or principle of common law which is similar, comparable or equivalent to California Civil Code § 1542, which provides: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

“Released Claims” means and includes any and all Claims, known or unknown, suspected or unsuspected, asserted or unasserted, that Lead Plaintiff, the Settlement Class or Class Members, and/or each of their respective divisions, agencies, instrumentalities, branches, subsidiaries, parent companies, affiliates, associates, representatives, predecessors, successors, heirs, owners, assigns, executors and/or administrators ever had, now have or hereafter can, shall or may have against the Released Persons in the Action arising out of or related in any way to any of the facts, matters, transactions, allegations or claims in or which could have been set forth in the Complaint, including Claims relating to AIG’s May 31, 2005 Restatement of its financial statements.

The Agreement defines “Claims” as any and all claims, rights, causes of action or demands, whether legal or equitable, for damages, restitution, disgorgement, injunctive relief, attorneys’ fees, costs, obligations, debts, losses or liabilities of any kind whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation (whether foreign or domestic), including known and unknown, accrued and not accrued, foreseen and unforeseen, matured and not mature claims.

The “Released Persons” means Gen Re and/or its direct or indirect subsidiaries, parent companies, affiliates, divisions, connected firms, associates, representatives, predecessors, successors, heirs, owners, assigns, executors, administrators, and/or their present, former or future directors, agents, partners, principals, officers, employees, trustees, servants, attorneys, shareholders and/or representatives of the foregoing (including but not limited to Ronald E. Ferguson, Richard Napier and John B. Houldsworth), and each of them.

The Judgment will also provide that Gen Re fully, finally and forever releases, relinquishes, acquits and discharges the Lead Plaintiff, the Settlement Class, Class Members and Lead Plaintiff’s counsel (Released Plaintiff Parties) from any Claims which Gen Re ever had, now has or hereafter can, shall or may have against any of the Released Plaintiff Parties, which arise out of or relate in any way to the institution, prosecution (to the Effective Date) or the settlement of the Action.

Also, the Judgment will contain bar order provisions precluding persons from being able to bring claims in the future seeking relief such as contribution and indemnification against the Released Persons. Also, such persons will be able to get a judgment credit related to this Settlement if the Action against them results in a judgment.

What is this case about?

The allegations against the Gen Re Defendants are limited to a single transaction. Lead Plaintiff alleges that (i) the Gen Re Defendants knowingly, or with severe recklessness, designed and executed the Gen Re Transaction to inflate AIG’s financial results; and (ii) the Gen Re Transaction allowed defendants to mislead investors during the Class Period. Lead Plaintiff also alleges that disclosures in February, March and April 2005 of a massive accounting fraud at AIG, including the Gen Re Transaction, resulted in AIG’s \$3.9 billion restatement or adjustment of earnings

in May 2005. At the end of the Class Period, the price of AIG's stock dropped significantly when these frauds were disclosed, resulting in alleged damages to the Settlement Class.

Gen Re denies all liability and the Settlement is not and may not be construed or deemed to be evidence of, or an admission or a concession on the part of Gen Re, of any fault or liability whatsoever or of any infirmity in any defenses it has asserted or intended to assert, or of the merits of Lead Plaintiff's claims. Gen Re, while affirmatively denying liability, considers it desirable and in its best interest that the claims against Gen Re in the Action be dismissed under the terms of the proposed Settlement in order to avoid further expense, uncertainty and distraction, and protracted litigation.

What has happened in this case so far?

On October 14, 2004, ten class action complaints were filed against AIG and others. The complaints included class periods of October 28, 1999 to October 15, 2004, and alleged claims under the Exchange Act. After hearing fully-briefed motions regarding appointment of a lead plaintiff and lead counsel to pursue the proposed class action, the Court, by order dated February 7, 2005, appointed the Ohio State Funds as Lead Plaintiff, and appointed Labaton Sucharow LLP (at the time known as Goodkind Labaton Rudoff & Sucharow LLP) and Hahn Loeser & Parks LLP as Lead Plaintiff's counsel.

On April 19, 2005, Lead Plaintiff filed a Consolidated First Amended Complaint, which, *inter alia*, alleged a class period of October 28, 1999 through March 30, 2005 and named additional defendants, including Gen Re.

Between November and December 2005, defendants in the Action filed motions to dismiss the Action in its entirety, submitting hundreds of pages of briefing and affidavits. The Court denied all of these motions, except one, in April and May 2006. After the denial of the motions, Lead Plaintiff, the Ohio State Funds, and Lead Plaintiff's counsel began to conduct formal discovery into the facts of the case. (Prior to filing its first complaint, Lead Plaintiff's counsel had engaged in a thorough investigation of the publicly available information about the claims, including contact with former employees of AIG and the other defendants.) At the time of Settlement, defendants, including the Gen Re Defendants, and approximately 42 non-parties produced more than 46 million pages of documents. Since then, an additional 7.6 million pages of documents have been produced. Counsel for Lead Plaintiff reviewed and analyzed virtually all of the documents produced to date. In addition, at the time of Settlement, Lead Plaintiff had taken more than a dozen fact depositions.

On February 20, 2008, Lead Plaintiff moved to certify a litigation class in the Action. In connection with that motion, the Ohio State Funds produced more than 267,000 pages of documents to defendants, and more than 14 witnesses from the Ohio State Funds and their 10 external investment advisers have been deposed. On August 20, 2008, AIG submitted its opposition to class certification and on September 23, 2008, all other defendants, including the Gen Re Defendants, submitted their opposition papers. The Court heard extensive oral argument and testimony to determine whether the entire Action should be certified for litigation purposes. After the Settlement was reached, by order dated February 22, 2010, the Court certified a litigation class but declined to certify a settlement class for the claims against the Gen Re Defendants.

On May 29, 2008, the Gen Re Defendants moved to dismiss all the claims against them based on the Supreme Court's ruling in *Stoneridge Investment Partners LLC v. Scientific-Atlanta*, 128 S. Ct. 761 (2008) and the fact that the Gen Re Defendants did not make any of the alleged misstatements or omissions about AIG. After the Settlement was reached, by Order dated September 10, 2010, the Court granted the Gen Re Defendants' motion for judgment on the pleadings and on September 23, 2010, a Rule 54(b) judgment was entered dismissing all claims against the Gen Re Defendants.

On October 21, 2010, Lead Plaintiff requested that the United States Court of Appeals for the Second Circuit ("Second Circuit") review the Court's Orders denying class certification of the claims against the Gen Re Defendants and the Court's Rule 54(b) dismissal of all claims against the Gen Re Defendants. On August 13, 2012, the Second Circuit vacated (i) the Court's class certification Order with respect to the claims against the Gen Re Defendants; (ii) the Court's Order granting the Gen Re Defendants' motion for judgment on the pleadings; and (iii) the Court's grant

of partial final judgment to the Gen Re Defendants under Rule 54(b). The Second Circuit remanded the case to the Court for further proceedings.

As noted above, Lead Plaintiff and Gen Re reached an agreement to settle the claims against Gen Re in the Action on terms that are summarized here. Lead Plaintiff and Gen Re, through their counsel, have engaged in substantial arm's-length negotiations in an effort to resolve all claims that have been or could have been asserted in the Action against Gen Re. Lead Plaintiff's counsel and Gen Re's counsel have conducted numerous conferences, including two mediation sessions before two different independent mediators, one a former federal judge, in which the terms of the Settlement detailed here were negotiated.

How much will my payment be?

THE PROPOSED PLAN OF ALLOCATION – GENERAL PROVISIONS

Gen Re has agreed to pay \$72 million in cash (the "Settlement Amount"). After approval of the Settlement by the Court and upon satisfaction of the other conditions to the Settlement, the Distribution Amount (the Settlement Amount less any Tax Expenses, court-awarded attorneys' fees and expenses, court-awarded Lead Plaintiff's expenses and Notice and Administrative Expense), will be distributed to Class Members who either timely submit valid Proofs of Claim or Release Forms (as the case may be) establishing "Recognized Losses" according to the Plan of Allocation described below.

To the extent there are sufficient funds in the Distribution Amount, each Authorized Claimant will receive an amount equal to the Authorized Claimant's allowable Recognized Loss, as defined below. If, however, the Distribution Amount is not sufficient to permit payment of the total of all Recognized Losses, then each Authorized Claimant will be paid the percentage of the Distribution Amount that each Authorized Claimant's Recognized Claim bears to the total of the claims of all Authorized Claimants ("*pro rata* share") that received either debt or equity securities. You will be eligible to participate in the distribution only to the extent you have a net loss on your transactions in AIG debt securities, or on your combined transactions in AIG common stock and options. Payment in this manner will be deemed conclusive against all Authorized Claimants.

For all purposes, the transaction date and not the settlement date shall be used as the date for determining inflation per share and eligibility to file a claim. All purchases and sales of AIG Securities shall be accounted for and matched using the first-in-first-out (FIFO) method of accounting. Gifts and transfers of securities are not eligible purchases. The covering purchase of a "short" sale is not an eligible purchase.

The Plan of Allocation is not intended to estimate the amount a Class Member might have been able to recover after a trial, nor is it to estimate the amount that will be paid to Authorized Claimants. The Plan of Allocation is the basis upon which the Distribution Amount will be proportionately divided among all the Authorized Claimants. The Court will be asked to approve the Administrator's determinations before the Distribution Amount is distributed to Authorized Claimants. No distributions to Authorized Claimants who would receive less than \$10.00 will be made, given the administrative expenses of processing and mailing such checks.

There will be no distribution of the Net Settlement Fund until a Plan of Allocation is finally approved and affirmed on appeal (if an appeal is filed) and the time for any petition for rehearing, appeal or review, whether by *certiorari* or otherwise, has expired. Gen Re is not entitled to get back any of the settlement consideration after the Effective Date. Moreover, the Released Persons have no liability, obligation or responsibility for the administration of the Settlement or disbursement of the Distribution Amount.

Each person wishing to participate in the distribution must timely submit a valid Proof of Claim form and all required documentation or Release Form (as the case may be) **no later than September 12, 2013**, to the address listed below and set forth in the Proof of Claim form or Release Form. The Proof of Claim form and Release Form include a general release of each of the Released Defendant Parties. See the section called "How do I participate in the Settlement? What do I need to do?" below.

The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the claim of any Class Member. The Court also reserves the right to modify the Plan of Allocation without further notice to Class Members. Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, their counsel, the Administrator or other agents designated by counsel based on distributions made substantially in accordance with the Agreement and the Settlement contained therein, the Plan of Allocation, or further orders of the Court.

THE PROPOSED PLAN OF ALLOCATION - CALCULATION OF RECOGNIZED LOSS AMOUNT

Calculation of Recognized Loss for AIG Common Stock Purchases

Calculation of Recognized Loss Claims for AIG common shares shall be as follows:

For shares purchased on or between October 28, 1999 through April 1, 2005, the following Recognized Losses shall be allowed:

- a. For each share sold on or between October 28, 1999 and February 7, 2001, the Recognized Loss shall be zero, because no artificial inflation attributable to Gen Re has been alleged;
- b. For each share sold on or between February 8, 2001 and March 16, 2005, the Recognized Loss shall be 10% of the difference between the inflation per share at the time of purchase for the applicable date of purchase less the inflation per share at the time of sale. Inflation per share shall be determined at each transaction date based on the percentage inflation applicable to that date as set forth in Table 1 times the price paid or received excluding any commission, fees or other adjustments;
- c. For each share sold on or between March 17, 2005 and April 1, 2005, the Recognized Loss shall be the inflation per share at the time of purchase for the applicable date of purchase less the inflation per share at the time of sale. Inflation per share shall be determined at each transaction date based on the percentage inflation applicable to that date as set forth in Table 1 times the price paid or received excluding any commission, fees or other adjustments; and
- d. For each share sold after April 1, 2005, the Recognized Loss shall be the inflation per share at the time of purchase as set forth in Table 1 times the price paid or received excluding any commission, fees or other adjustments.

In addition to the annexed Table 1 relating to Section 10(b) AIG common stock claims, the Recognized Loss for such shares purchased during the Class Period shall be further limited (as provided for under the Private Securities Litigation Reform Act "PSLRA") to the smallest of the following: (i) the difference between the price paid and the price received (out-of-pocket investment loss) if sold on or before April 1, 2005; (ii) the difference between the price paid (excluding all fees and commissions) and the average closing price as set forth in Table 2 below if sold between April 4, 2005 and June 29, 2005; and (iii) the difference between the price per share paid and \$53.70 per share if the shares were held on the close of business on June 29, 2005.

Table 1: Inflation per Share Percentage and Averages Over Identified Time Periods

Period	Begin Date	End Date	Inflation Percentage	Avg. AIG Price	Avg. AIG Value	Avg. Inflation
1	28-Oct-99	7-Feb-01	0.0%	\$ 72.80	\$ 72.80	\$ 0.00
2	8-Feb-01	1-Apr-01	4.5%	\$ 81.28	\$ 77.65	\$ 3.63
3	2-Apr-01	25-Apr-01	6.9%	\$ 78.39	\$ 73.00	\$ 5.38
4	26-Apr-01	16-Mar-05	9.1%	\$ 67.48	\$ 61.37	\$ 6.11
5	17-Mar-05	29-Mar-05	6.9%	\$ 57.77	\$ 53.81	\$ 3.96
6	30-Mar-05	30-Mar-05	4.8%	\$ 57.16	\$ 54.40	\$ 2.76
7	31-Mar-05	31-Mar-05	2.7%	\$ 55.41	\$ 53.93	\$ 1.48
8	1-Apr-05	3-Apr-05	-3.1%	\$ 50.95	\$ 52.51	\$ (1.56)
9	4-Apr-05	29-Jun-05	0.0%	\$ 53.82	\$ 53.82	\$ 0.00

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Table 2: PSLRA Loss Limitation Table for AIG Common Shares

Date	AIG Closing Price	Avg. AIG Closing Price
4/1/2005	\$ 50.95	\$ 50.95
4/4/2005	\$ 53.30	\$ 52.13
4/5/2005	\$ 53.00	\$ 52.42
4/6/2005	\$ 52.99	\$ 52.56
4/7/2005	\$ 52.76	\$ 52.60
4/8/2005	\$ 51.91	\$ 52.49
4/11/2005	\$ 52.10	\$ 52.43
4/12/2005	\$ 53.20	\$ 52.53
4/13/2005	\$ 51.61	\$ 52.42
4/14/2005	\$ 51.39	\$ 52.32
4/15/2005	\$ 51.11	\$ 52.21
4/18/2005	\$ 51.26	\$ 52.13
4/19/2005	\$ 51.58	\$ 52.09
4/20/2005	\$ 51.01	\$ 52.01
4/21/2005	\$ 51.90	\$ 52.00
4/22/2005	\$ 50.35	\$ 51.90
4/25/2005	\$ 51.76	\$ 51.89
4/26/2005	\$ 51.07	\$ 51.85
4/27/2005	\$ 51.85	\$ 51.85
4/28/2005	\$ 51.14	\$ 51.81
4/29/2005	\$ 50.85	\$ 51.77
5/2/2005	\$ 53.44	\$ 51.84
5/3/2005	\$ 53.30	\$ 51.91
5/4/2005	\$ 54.37	\$ 52.01
5/5/2005	\$ 53.92	\$ 52.08
5/6/2005	\$ 54.14	\$ 52.16
5/9/2005	\$ 54.58	\$ 52.25
5/10/2005	\$ 53.27	\$ 52.29
5/11/2005	\$ 53.21	\$ 52.32
5/12/2005	\$ 52.48	\$ 52.33
5/13/2005	\$ 52.05	\$ 52.32

Date	AIG Closing Price	Avg. AIG Closing Price
5/16/2005	\$ 52.81	\$ 52.33
5/17/2005	\$ 53.38	\$ 52.36
5/18/2005	\$ 53.25	\$ 52.39
5/19/2005	\$ 53.00	\$ 52.41
5/20/2005	\$ 53.76	\$ 52.45
5/23/2005	\$ 53.45	\$ 52.47
5/24/2005	\$ 53.80	\$ 52.51
5/25/2005	\$ 54.08	\$ 52.55
5/26/2005	\$ 55.71	\$ 52.63
5/27/2005	\$ 56.40	\$ 52.72
5/31/2005	\$ 55.55	\$ 52.79
6/1/2005	\$ 56.10	\$ 52.86
6/2/2005	\$ 55.89	\$ 52.93
6/3/2005	\$ 55.09	\$ 52.98
6/6/2005	\$ 54.85	\$ 53.02
6/7/2005	\$ 55.23	\$ 53.07
6/8/2005	\$ 54.95	\$ 53.11
6/9/2005	\$ 55.55	\$ 53.16
6/10/2005	\$ 55.09	\$ 53.20
6/13/2005	\$ 55.50	\$ 53.24
6/14/2005	\$ 55.57	\$ 53.29
6/15/2005	\$ 55.41	\$ 53.33
6/16/2005	\$ 55.23	\$ 53.36
6/17/2005	\$ 55.55	\$ 53.40
6/20/2005	\$ 55.68	\$ 53.44
6/21/2005	\$ 56.29	\$ 53.49
6/22/2005	\$ 55.95	\$ 53.53
6/23/2005	\$ 55.20	\$ 53.56
6/24/2005	\$ 54.54	\$ 53.58
6/27/2005	\$ 55.03	\$ 53.60
6/28/2005	\$ 55.17	\$ 53.63
6/29/2005	\$ 58.48	\$ 53.70

Calculation of Recognized Loss for AIG Call and Put Options

The AIG Options entitled to recover shall include all purchased AIG Call Options (excluding AIG Call Options purchased to cover or offset a previous sold, or written AIG Call Option) and all initially sold, or written, AIG Put Options (excluding those AIG Put Options sold, or written, to cover or otherwise offset a previously purchased AIG Put Option) during the period from February 8, 2001 through April 1, 2005. AIG Call or Put Options purchased or sold, as the case may be, prior to February 8, 2001 are not eligible to recover, because their prices were not alleged to be artificially inflated (or deflated) as a result of Gen Re's conduct.

Artificial inflation and Recognized Losses as to AIG Call Options and artificial deflation and Recognized Losses as to AIG Put Options will be computed based on the artificial inflation in AIG's common stock as described above. To determine artificial inflation for AIG Call Options and artificial deflation for AIG Put Options, Lead Plaintiff's damages consultant considered these securities' price changes that occurred in reaction to certain public announcements regarding AIG and then made adjustments for changes that were attributable to market forces

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unrelated to the alleged fraud in prices of such call and put options. Lead Plaintiff's damages consultant then developed formulas (see below) from which the Recognized Losses for AIG Call and Put Options may be calculated.

AIG Call Options

With respect to purchases and sales (covers) of AIG Call Options during the period from February 8, 2001 through April 1, 2005, the artificial inflation per Call Option on a given day shall be the dollar reduction in the value of the AIG Call Option with the same exercise (or strike price) and same date of expiration on that day as a result of the inflation in AIG's common share price at the close of trading. The dollar reduction in the value of Call Options will be calculated using the Black-Scholes call option pricing formula (using the implied volatility for an at-the-money call option, annual dividend yield, and the appropriate annual interest rate on that day as set forth in Summary Table 3 below) and the closing share price of AIG common stock on the transaction date ("AIG Price" as set forth in Summary Table 3) compared with the Black-Scholes call option pricing formula value for the Call Option using the uninflated share closing price of AIG common stock ("AIG True Value" as set forth in Summary Table 3) on that same date. (A more detailed version of Summary Table 3 setting forth the closing price, volatility, interest rate and dividend yield assumptions by date is available for downloading at www.AIGSecuritiesLitigationGenReSettlement.com and www.labaton.com.)

- A. For such Call Options which (1) expired prior to March 17, 2005; (2) were exercised prior to March 17, 2005; or (3) were sold (or the position was otherwise closed out) prior to March 17, 2005, the Recognized Loss shall be 10% times that number of options multiplied by the lesser of:
 - (1) the difference between artificial inflation per Call Option on the date of purchase and Artificial Inflation per Call Option on the date of expiration, exercise, or sale, as appropriate; or
 - (2) the difference between the purchase price per option and the sale price or value realized upon exercise or expiration per option (\$0.00 if the Call Option expired worthless).
- B. For such Call Options which (1) expired after March 16, 2005 and on or before April 1, 2005; (2) were exercised for cash (or the shares immediately sold) on or between March 17, 2005 and April 1, 2005; or (3) were sold (position closed out) on or between March 17, 2005 and April 1, 2005, the Recognized Loss shall be that number of options multiplied by the lesser of:
 - (1) the difference between artificial inflation per Call Option on the date of purchase and artificial inflation per Call Option on the date of expiration, exercise, or sale, as appropriate; or
 - (2) the difference between the purchase price per option and the sale price or value realized upon exercise or expiration per option (\$0.00 if the Call Option expired worthless).
- C. For such Call Options which (1) expired worthless after March 17, 2005 or (2) were retained at the end of trading on April 1, 2005, the Recognized Loss shall be that number of options multiplied by the lesser of:
 - (1) the artificial inflation per Call Option on the date of purchase; or
 - (2) the difference between the purchase price per option and the sale or realized proceeds price per option (\$0.00 if the Call Option expired worthless).

AIG Put Options

With respect to AIG Put Options written or purchased (covered) during the period from February 8, 2001 through April 1, 2005, the artificial deflation per AIG Put Option on a given day shall be the dollar decrease in the value of an AIG Put Option with the same exercise price and expiration date as the subject option at the close of trading on that day as a result of the inflation in AIG's common share price. The dollar decrease (artificial deflation) in the value of the Put Option will be calculated using the Black-Scholes put option pricing formula (using the implied volatility for an at-the-money put option, annual dividend yield, and annual interest rate on that day set forth in Summary Table 3 below) and the closing share price of AIG common stock on the transaction date ("AIG Price" as set forth in Summary Table 3) compared with the Black-Scholes pricing formula value for the Put Option using the

uninflated share closing share price of AIG common stock (“AIG Value” as set forth in Summary Table 3) on that same date.

- A. For such Put Options which (1) expired prior to March 17, 2005; (2) were exercised prior to March 17, 2005; or (3) were purchased/covered (position closed out) prior to March 17, 2005, the Recognized Loss shall be 10% times that number of options multiplied by the lesser of:
- (1) the difference between artificial deflation per Put Option on the date the option was written and artificial deflation per Put Option on the date of expiration, exercise, or purchase, as appropriate; or
 - (2) the difference between the purchase price, exercise price, or expiration price per option paid (\$0.00 if the Put Option expired worthless) and the written price per option received.
- B. For such initially written (sold) Put Options which (1) expired after March 16, 2005 and on or before April 1, 2005; (2) were exercised on or between March 17, 2005 and April 1, 2005; or (3) were purchased/covered (position closed out) on or between March 17, 2005 and April 1, 2005, the Recognized Loss Claim shall be that number of options multiplied by the lesser of:
- (1) the difference between artificial deflation per Put Option on the date the option was written and artificial deflation per Put Option on the date of expiration, exercise, or purchase, as appropriate; or
 - (2) the difference between the purchase price, exercise price, or expiration price per option paid (\$0.00 if the Put Option expired worthless) and the written price per option received.
- C. For such initially written (sold) Put Options which were retained at the end of trading on April 1, 2005, the Recognized Loss Claim shall be that number of options multiplied by the lesser of:
- (1) the artificial deflation per Put Option on the date the Put Option was written; or
 - (2) the difference between the purchase price, exercise price, or expiration price per option paid (\$0.00 if the Put Option expired worthless) and the written price per option received, if purchased (covered), expired, or exercised on or before June 29, 2005.

Summary Version of Table 3

Start	End	Avg. AIG Price	Avg. AIG True Value	Avg. AIG Inflation	Avg. Call Volatility	Avg. Put Volatility	Avg. Interest Rate	Avg. Dividend Yield
2/8/2001	4/1/2001	\$ 81.28	\$ 77.65	\$ 3.63	31.12%	34.46%	4.45%	0.18%
4/2/2001	4/25/2001	\$ 78.39	\$ 73.00	\$ 5.38	32.30%	33.61%	3.99%	0.19%
4/26/2001	7/1/2001	\$ 82.73	\$ 75.24	\$ 7.49	22.12%	22.36%	3.70%	0.20%
7/2/2001	7/25/2001	\$ 84.58	\$ 76.93	\$ 7.66	21.59%	21.28%	3.63%	0.20%
7/26/2001	9/30/2001	\$ 77.60	\$ 70.57	\$ 7.02	29.25%	29.33%	3.25%	0.22%
10/1/2001	1/1/2002	\$ 81.26	\$ 73.90	\$ 7.35	29.73%	29.60%	2.24%	0.21%
1/2/2002	3/31/2002	\$ 74.72	\$ 67.95	\$ 6.76	28.17%	28.58%	2.32%	0.23%
4/1/2002	6/30/2002	\$ 68.74	\$ 62.52	\$ 6.22	29.57%	29.62%	2.35%	0.26%
7/1/2002	9/30/2002	\$ 61.21	\$ 55.67	\$ 5.54	45.13%	45.38%	1.81%	0.31%
10/1/2002	12/31/2002	\$ 61.66	\$ 56.08	\$ 5.58	41.78%	41.79%	1.53%	0.31%
1/2/2003	3/31/2003	\$ 53.02	\$ 48.22	\$ 4.80	39.69%	39.96%	1.30%	0.36%
4/1/2003	6/30/2003	\$ 56.26	\$ 51.17	\$ 5.09	31.41%	31.70%	1.15%	0.40%
7/1/2003	9/30/2003	\$ 60.22	\$ 54.77	\$ 5.45	27.67%	27.76%	1.22%	0.43%
10/1/2003	12/31/2003	\$ 60.77	\$ 55.27	\$ 5.50	24.54%	24.53%	1.30%	0.43%
1/2/2004	3/31/2004	\$ 71.45	\$ 64.99	\$ 6.47	22.65%	22.66%	1.22%	0.36%
4/1/2004	6/30/2004	\$ 72.62	\$ 66.05	\$ 6.57	23.37%	23.38%	1.78%	0.38%
7/1/2004	9/30/2004	\$ 70.02	\$ 63.69	\$ 6.34	21.88%	21.89%	2.08%	0.43%
10/1/2004	10/13/2004	\$ 67.32	\$ 61.23	\$ 6.09	22.23%	21.79%	2.22%	0.45%
10/14/2004	10/14/2004	\$ 60.00	\$ 54.57	\$ 5.43	39.05%	38.52%	2.15%	0.50%

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Start	End	Avg. AIG Price	Avg. AIG True Value	Avg. AIG Inflation	Avg. Call Volatility	Avg. Put Volatility	Avg. Interest Rate	Avg. Dividend Yield
10/15/2004	12/31/2004	\$ 62.66	\$ 56.99	\$ 5.67	25.56%	25.63%	2.52%	0.66%
1/3/2005	2/13/2005	\$ 67.33	\$ 61.24	\$ 6.09	18.76%	18.76%	2.89%	0.74%
2/14/2005	3/15/2005	\$ 67.09	\$ 61.02	\$ 6.07	20.34%	20.34%	3.17%	0.75%
3/16/2005	3/29/2005	\$ 58.34	\$ 54.19	\$ 4.15	29.70%	29.70%	3.36%	0.86%
3/30/2005	4/4/2005	\$ 54.21	\$ 53.53	\$ 0.67	37.58%	37.58%	3.36%	0.92%
4/5/2005	6/29/2005	\$ 53.76	\$ 53.76	\$ -	27.80%	27.80%	3.34%	1.02%

Calculation of Recognized Loss for AIG Debt Securities Purchases

The AIG debt securities outstanding as of March 16, 2005 and eligible to participate in recovery under the Plan of Allocation are listed in Table 4 below. The "AIG Debt Settlement Fund" shall be created by apportioning up to 5% of the Distribution Amount. If the Total Recognized Losses for AIG debt securities eligible to participate under the Plan of Allocation are equal to or less than the AIG Debt Settlement Fund, then such Total Recognized Losses shall be recoverable and the remaining portion, if any, of the AIG Debt Settlement Fund shall revert back to the Distribution Amount for recovery under the AIG Common Stock and AIG Call and Put Options provisions of this Plan of Allocation. If the Total Recognized Losses for AIG debt securities eligible to participate under the Plan of Allocation are more than the AIG Debt Settlement Fund, such Total Recognized Losses shall be paid *pro rata*.

Calculation of Recognized Loss Claims for AIG debt securities shall be as follows:

For AIG debt securities purchased on or between October 28, 1999 and April 1, 2005, the following Recognized Losses shall be allowed:

- a. For each unit sold on or between October 28, 1999 and February 7, 2001, the Recognized Loss shall be zero, because no artificial inflation attributable to Gen Re has been alleged;
- b. For each unit sold on or between February 8, 2001 and March 16, 2005, the Recognized Loss shall be 5% of the difference between the purchase price paid and the sale price received (out-of-pocket investment loss);
- c. For each unit sold on or between March 17, 2005 and April 1, 2005, the Recognized Loss shall be 25% of the difference between the purchase price paid and the sale price received (out-of-pocket investment loss);
- d. For each unit held or sold after April 1, 2005, the Recognized Loss shall be the inflation per unit at the time of purchase as set forth in Table 4.

In addition to the annexed Table 4 relating to AIG debt security claims, the Recognized Loss Claims for damages for such units purchased during the Class Period shall be further limited (as provided for under the PSLRA) to the smallest of the following: (i) the difference between the price paid and the price received (out-of-pocket investment loss) if sold on or before June 29, 2005; (ii) the difference between the price paid (excluding all fees and commissions) and the average closing price as set forth in Table 5 below if sold between April 4, 2005 and June 29, 2005; and (iii) the difference between the price paid and the average price as of June 29, 2005 as set forth in Table 5 below, if held as of the close of business on June 29, 2005.

Table 4: Inflation per Unit (\$1,000 Par Value) Over Identified Time Periods

Bond Description	Period	Begin Date	End Date	Inflation Amount
<i>Zero Coupon</i>	1	28-Oct-99	8-Nov-01	\$0.00
<i>Maturity Date: 9-Nov-31</i>	2	9-Nov-01	31-Mar-05	\$2.97
<i>(CUSIP No. 026874AP2)</i>	3	1-Apr-05	29-Jun-05	\$0.00
Bond Description	Period	Begin Date	End Date	Inflation Amount
<i>Coupon: 0.5%</i>	1	28-Oct-99	7-Feb-01	\$0.00
<i>Maturity Date: 15-May-07</i>	2	8-Feb-01	1-Apr-01	\$1.46
<i>(CUSIP No. 026874AN7)</i>	3	2-Apr-01	25-Apr-01	\$1.76
	4	26-Apr-01	31-Mar-05	\$3.25
	5	1-Apr-05	29-Jun-05	\$0.00
Bond Description	Period	Begin Date	End Date	Inflation Amount
<i>Coupon: 2.85%</i>	1	28-Oct-99	1-Dec-02	\$0.00
<i>Maturity Date: 1-Dec-05</i>	2	2-Dec-02	31-Mar-05	\$1.86
<i>(CUSIP No. 02687QBB3)</i>	3	1-Apr-05	29-Jun-05	\$0.00
Bond Description	Period	Begin Date	End Date	Inflation Amount
<i>Coupon: 2.875%</i>	1	28-Oct-99	13-May-03	\$0.00
<i>Maturity Date: 15-May-08</i>	2	14-May-03	31-Mar-05	\$6.36
<i>(CUSIP No. 026874AQ0)</i>	3	1-Apr-05	29-Jun-05	\$0.00
Bond Description	Period	Begin Date	End Date	Inflation Amount
<i>Coupon: 2.875%</i>	1	28-Oct-99	13-May-03	NA
<i>Maturity Date: 15-May-08</i>	2	14-May-03	31-Mar-05	\$6.36
<i>(ISIN No. USU02687AB48)</i>	3	1-Apr-05	29-Jun-05	\$0.00
Bond Description	Period	Begin Date	End Date	Inflation Amount
<i>Coupon: 2.875%</i>	1	28-Oct-99	19-Apr-04	\$0.00
<i>Maturity Date: 15-May-08</i>	2	20-Apr-04	31-Mar-05	\$6.36
<i>(CUSIP No. 026874AR8)</i>	3	1-Apr-05	29-Jun-05	\$0.00
Bond Description	Period	Begin Date	End Date	Inflation Amount
<i>Coupon: 4.25%</i>	1	28-Oct-99	13-May-03	\$0.00
<i>Maturity Date: 15-May-13</i>	2	14-May-03	31-Mar-05	\$11.10
<i>(CUSIP No. 026874AS6)</i>	3	1-Apr-05	29-Jun-05	\$0.00
Bond Description	Period	Begin Date	End Date	Inflation Amount
<i>Coupon: 4.25%</i>	1	28-Oct-99	13-May-03	\$0.00
<i>Maturity Date: 15-May-13</i>	2	14-May-03	31-Mar-05	\$11.10
<i>(ISIN No. USU02687AC21)</i>	3	1-Apr-05	29-Jun-05	\$0.00
Bond Description	Period	Begin Date	End Date	Inflation Amount
<i>Coupon: 4.25%</i>	1	28-Oct-99	19-Apr-04	\$0.00
<i>Maturity Date: 15-May-13</i>	2	20-Apr-04	31-Mar-05	\$11.10
<i>(CUSIP No. 026874AT4)</i>	3	1-Apr-05	29-Jun-05	\$0.00

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Table 5: PSLRA Loss Limitation Table for AIG Debt Securities

Coupon	Zero	0.500%	2.850%	2.875%	2.875%	2.875%	4.250%	4.250%	4.250%
Maturity Date	11/9/2031	5/15/2007	12/1/2005	5/15/2008	5/15/2008	5/15/2008	5/15/2013	5/15/2013	5/15/2013
Issue Date	11/9/2001	5/11/2000	12/2/2002	5/15/2003	5/15/2003	4/20/2004	5/15/2003	5/15/2003	4/20/2004
CUSIP/ISIN Number	026874AP2	026874AN7	02687QBB3	026874AQ0	USU02687AB48	026874AR8	026874AS6	USU02687AC21	026874AT4
Series	Registered	Registered	Registered	144A	Regulation S	Registered	144A	Regulation S	Registered
Date	Average Price	Average Price	Average Price	Average Price	Average Price	Average Price	Average Price	Average Price	Average Price
4/1/2005	\$65.63	\$91.88	\$99.54	\$95.07	\$95.07	\$95.07	\$94.25	\$94.25	\$94.25
4/4/2005	\$65.81	\$92.13	\$99.55	\$94.75	\$94.75	\$94.75	\$93.44	\$93.44	\$93.44
4/5/2005	\$65.83	\$92.17	\$99.55	\$94.76	\$94.76	\$94.76	\$93.58	\$93.58	\$93.58
4/6/2005	\$65.84	\$92.22	\$99.55	\$94.80	\$94.80	\$94.80	\$93.71	\$93.71	\$93.71
4/7/2005	\$65.85	\$92.25	\$99.55	\$94.82	\$94.82	\$94.82	\$93.74	\$93.74	\$93.74
4/8/2005	\$65.83	\$92.27	\$99.56	\$94.81	\$94.81	\$94.81	\$93.75	\$93.75	\$93.75
4/11/2005	\$65.84	\$92.29	\$99.56	\$94.82	\$94.82	\$94.82	\$93.78	\$93.78	\$93.78
4/12/2005	\$65.84	\$92.30	\$99.56	\$94.84	\$94.84	\$94.84	\$93.88	\$93.88	\$93.88
4/13/2005	\$65.85	\$92.29	\$99.56	\$94.87	\$94.87	\$94.87	\$93.88	\$93.88	\$93.88
4/14/2005	\$65.85	\$92.30	\$99.56	\$94.91	\$94.91	\$94.91	\$93.89	\$93.89	\$93.89
4/15/2005	\$65.85	\$92.32	\$99.57	\$94.97	\$94.97	\$94.97	\$93.95	\$93.95	\$93.95
4/18/2005	\$65.85	\$92.33	\$99.58	\$95.02	\$95.02	\$95.02	\$94.01	\$94.01	\$94.01
4/19/2005	\$65.86	\$92.35	\$99.58	\$95.07	\$95.07	\$95.07	\$94.08	\$94.08	\$94.08
4/20/2005	\$65.86	\$92.37	\$99.59	\$95.11	\$95.11	\$95.11	\$94.12	\$94.12	\$94.12
4/21/2005	\$65.86	\$92.37	\$99.59	\$95.12	\$95.12	\$95.12	\$94.14	\$94.14	\$94.14
4/22/2005	\$65.87	\$92.38	\$99.59	\$95.14	\$95.14	\$95.14	\$94.16	\$94.16	\$94.16
4/25/2005	\$65.88	\$92.39	\$99.59	\$95.16	\$95.16	\$95.16	\$94.19	\$94.19	\$94.19
4/26/2005	\$65.89	\$92.40	\$99.60	\$95.17	\$95.17	\$95.17	\$94.21	\$94.21	\$94.21
4/27/2005	\$65.91	\$92.41	\$99.60	\$95.18	\$95.18	\$95.18	\$94.23	\$94.23	\$94.23
4/28/2005	\$65.93	\$92.43	\$99.60	\$95.21	\$95.21	\$95.21	\$94.28	\$94.28	\$94.28
4/29/2005	\$65.93	\$92.44	\$99.60	\$95.22	\$95.22	\$95.22	\$94.31	\$94.31	\$94.31
5/2/2005	\$65.95	\$92.45	\$99.60	\$95.24	\$95.24	\$95.24	\$94.32	\$94.32	\$94.32
5/3/2005	\$65.96	\$92.46	\$99.60	\$95.25	\$95.25	\$95.25	\$94.34	\$94.34	\$94.34
5/4/2005	\$65.97	\$92.48	\$99.61	\$95.26	\$95.26	\$95.26	\$94.35	\$94.35	\$94.35
5/5/2005	\$65.98	\$92.50	\$99.61	\$95.28	\$95.28	\$95.28	\$94.38	\$94.38	\$94.38
5/6/2005	\$65.98	\$92.50	\$99.61	\$95.28	\$95.28	\$95.28	\$94.37	\$94.37	\$94.37
5/9/2005	\$65.99	\$92.51	\$99.61	\$95.28	\$95.28	\$95.28	\$94.37	\$94.37	\$94.37
5/10/2005	\$66.00	\$92.53	\$99.61	\$95.28	\$95.28	\$95.28	\$94.39	\$94.39	\$94.39
5/11/2005	\$66.00	\$92.54	\$99.61	\$95.28	\$95.28	\$95.28	\$94.40	\$94.40	\$94.40
5/12/2005	\$66.01	\$92.56	\$99.61	\$95.29	\$95.29	\$95.29	\$94.42	\$94.42	\$94.42
5/13/2005	\$66.02	\$92.58	\$99.61	\$95.30	\$95.30	\$95.30	\$94.44	\$94.44	\$94.44
5/16/2005	\$66.03	\$92.59	\$99.61	\$95.30	\$95.30	\$95.30	\$94.43	\$94.43	\$94.43
5/17/2005	\$66.03	\$92.61	\$99.61	\$95.31	\$95.31	\$95.31	\$94.43	\$94.43	\$94.43
5/18/2005	\$66.04	\$92.63	\$99.61	\$95.31	\$95.31	\$95.31	\$94.44	\$94.44	\$94.44
5/19/2005	\$66.04	\$92.63	\$99.61	\$95.32	\$95.32	\$95.32	\$94.44	\$94.44	\$94.44
5/20/2005	\$66.05	\$92.64	\$99.61	\$95.31	\$95.31	\$95.31	\$94.45	\$94.45	\$94.45
5/23/2005	\$66.05	\$92.65	\$99.61	\$95.32	\$95.32	\$95.32	\$94.47	\$94.47	\$94.47
5/24/2005	\$66.06	\$92.66	\$99.61	\$95.32	\$95.32	\$95.32	\$94.49	\$94.49	\$94.49
5/25/2005	\$66.06	\$92.68	\$99.61	\$95.33	\$95.33	\$95.33	\$94.51	\$94.51	\$94.51
5/26/2005	\$66.06	\$92.70	\$99.61	\$95.33	\$95.33	\$95.33	\$94.53	\$94.53	\$94.53
5/27/2005	\$66.07	\$92.71	\$99.61	\$95.33	\$95.33	\$95.33	\$94.55	\$94.55	\$94.55
5/31/2005	\$66.07	\$92.73	\$99.61	\$95.34	\$95.34	\$95.34	\$94.59	\$94.59	\$94.59
6/1/2005	\$66.08	\$92.75	\$99.61	\$95.36	\$95.36	\$95.36	\$94.64	\$94.64	\$94.64
6/2/2005	\$66.08	\$92.77	\$99.61	\$95.37	\$95.37	\$95.37	\$94.70	\$94.70	\$94.70

Questions? Call Toll-Free (888) 356-0263

Date	Average Price	Average Price	Average Price	Average Price	Average Price	Average Price	Average Price	Average Price	Average Price
6/3/2005	\$66.08	\$92.79	\$99.61	\$95.38	\$95.38	\$95.38	\$94.74	\$94.74	\$94.74
6/6/2005	\$66.08	\$92.80	\$99.61	\$95.40	\$95.40	\$95.40	\$94.78	\$94.78	\$94.78
6/7/2005	\$66.09	\$92.81	\$99.61	\$95.41	\$95.41	\$95.41	\$94.82	\$94.82	\$94.82
6/8/2005	\$66.10	\$92.82	\$99.61	\$95.42	\$95.42	\$95.42	\$94.86	\$94.86	\$94.86
6/9/2005	\$66.10	\$92.82	\$99.61	\$95.43	\$95.43	\$95.43	\$94.89	\$94.89	\$94.89
6/10/2005	\$66.11	\$92.83	\$99.61	\$95.44	\$95.44	\$95.44	\$94.92	\$94.92	\$94.92
6/13/2005	\$66.12	\$92.83	\$99.61	\$95.45	\$95.45	\$95.45	\$94.93	\$94.93	\$94.93
6/14/2005	\$66.13	\$92.83	\$99.61	\$95.45	\$95.45	\$95.45	\$94.95	\$94.95	\$94.95
6/15/2005	\$66.14	\$92.84	\$99.61	\$95.46	\$95.46	\$95.46	\$94.96	\$94.96	\$94.96
6/16/2005	\$66.15	\$92.84	\$99.61	\$95.46	\$95.46	\$95.46	\$94.98	\$94.98	\$94.98
6/17/2005	\$66.15	\$92.85	\$99.61	\$95.47	\$95.47	\$95.47	\$95.00	\$95.00	\$95.00
6/20/2005	\$66.15	\$92.86	\$99.61	\$95.48	\$95.48	\$95.48	\$95.01	\$95.01	\$95.01
6/21/2005	\$66.15	\$92.87	\$99.61	\$95.48	\$95.48	\$95.48	\$95.03	\$95.03	\$95.03
6/22/2005	\$66.16	\$92.88	\$99.62	\$95.49	\$95.49	\$95.49	\$95.06	\$95.06	\$95.06
6/23/2005	\$66.17	\$92.88	\$99.62	\$95.50	\$95.50	\$95.50	\$95.09	\$95.09	\$95.09
6/24/2005	\$66.18	\$92.89	\$99.62	\$95.52	\$95.52	\$95.52	\$95.12	\$95.12	\$95.12
6/27/2005	\$66.19	\$92.89	\$99.62	\$95.53	\$95.53	\$95.53	\$95.15	\$95.15	\$95.15
6/28/2005	\$66.20	\$92.90	\$99.62	\$95.54	\$95.54	\$95.54	\$95.17	\$95.17	\$95.17
6/29/2005	\$66.20	\$92.91	\$99.62	\$95.55	\$95.55	\$95.55	\$95.19	\$95.19	\$95.19

How do I participate in the Settlement? What do I need to do?

The Court has certified the Settlement Class for purposes of this Settlement only. As discussed above, if you purchased or acquired AIG Securities during the period from October 28, 1999 through April 1, 2005, inclusive, and you were damaged and you are not one of the people specifically excluded by the definition of the Settlement Class, you are a Class Member unless you take steps to get out of the Settlement Class.

As a Class Member, you will be bound by the proposed Settlement provided for in the Agreement if it is approved by the Court, as well as by any judgment or determination of the Court affecting the Settlement Class. Even if you do not submit a Proof of Claim form or Release Form to receive a part of the recovery, unless otherwise provided by the Court, you will be forever barred from receiving any payments pursuant to the Settlement set forth in the Agreement, but will, in all other respects, be subject to the provisions of the Agreement, including the terms of any judgments entered and the releases given.

To qualify for a payment if you did NOT submit a Proof of Claim in the PwC, Company and/or Starr Settlements, you must timely send in a completed Proof of Claim form with supporting documents (DO NOT SEND ORIGINALS) to the Administrator. DO NOT SEND Proof of Claim forms to counsel for the Settling Parties or the Court. A Proof of Claim form is being circulated with this Notice. You may also get a Proof of Claim form on the Internet at the website for the Administrator: www.AIGSecuritiesLitigationGenReSettlement.com, or Lead Plaintiff's counsel: www.labaton.com. Please read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it to the Administrator by first class mail, **postmarked no later than September 12, 2013**. The Administrator needs all of the information requested in the Proof of Claim in order to determine what you may be entitled to.

If you already submitted a Proof of Claim form in the PwC, Company and/or Starr Settlements, the trading information you already supplied will be used to determine your claim in this Settlement. DO NOT submit another Proof of Claim. Instead, you should have received a Release Form with this Notice, which must be completed and signed in order for you to recover. (See "What if I already submitted a Proof of Claim form in the PwC, Company, and/or Starr Settlements?" below.) However, if you have additional transactional information that you did not submit on your PwC, Company and/or Starr Proof of Claim form that you would like considered in the calculation of your claim in this Settlement with Gen Re, submit a Proof of Claim in this Settlement.

Questions? Call Toll-Free (888) 356-0263

The Court may disallow or adjust the claim of any Class Member. The Court also may modify the Plan of Allocation without further notice to the Settlement Class. Each claimant will be deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her or its Proof of Claim.

If you do not wish to remain a Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section called, "What if I do not want to participate in the Settlement? How do I exclude myself?" below.

If you object to the Settlement or any of its terms, the proposed Plan of Allocation, Lead Plaintiff's counsel's application for attorneys' fees and reimbursement of Litigation Expenses, or Lead Plaintiff's application for expenses and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section called, "What if I want to object to the Settlement? May I speak at the Fairness Hearing if I do not like the Settlement?" below.

What if I already submitted a Proof of Claim form in the PwC, Company and/or Starr Settlements?

If you have already submitted a Proof of Claim form in connection with the previously announced PwC, Company and/or Starr Settlements, DO NOT complete a new Proof of Claim form now. The trading information you already provided will be used to determine your claim in this Settlement with Gen Re. Instead, you must complete and submit a Release Form and mail it to the Administrator by first class mail, **postmarked no later than September 12, 2013**, in order to recover. Alternatively, you may submit your Release Form through the Administrator's website, www.AIGSecuritiesLitigationGenReSettlement.com.

What if I do not want to participate in the Settlement? How do I exclude myself?

Each Class Member will be bound by all determinations and judgments in this Action concerning the Settlement, whether favorable or unfavorable, unless such person mails, by first class mail, a written request for exclusion from the Settlement Class, **postmarked no later than August 20, 2013**, addressed to *In re AIG Securities Litigation – Gen Re EXCLUSIONS*, c/o Rust Consulting, Inc., P.O. Box 24676, West Palm Beach, FL 33416. No person may exclude himself, herself or itself from the Settlement Class after this deadline. You may not exclude yourself by telephone or e-mail.

In order to be valid, each request for exclusion must set forth the name and address of the person or entity requesting exclusion, must state that such person or entity "requests exclusion from the Gen Re Settlement Class in *In re AIG Securities Litigation*, Master File No. 04-8141 (DAB)" and must be signed by such person or entity. The following information must also be provided: a daytime telephone number; date(s), price(s), and number(s) of shares of all purchases and sales of AIG Securities during the Class Period. Requests for exclusion will NOT be accepted if the requests do not include the required information or if the requests are not made within the time stated above, unless the requests for exclusion are otherwise accepted by the Court.

If a Class Member requests to be excluded from the Settlement Class, that Class Member will not receive any benefit provided for in the Agreement.

What if I want to object to the Settlement? May I speak at the Fairness Hearing if I do not like the Settlement?

No Class Member must attend the Fairness Hearing, but you can attend at your own expense.

Any Class Member who does not request exclusion **by August 20, 2013** may ask the Court to consider their objection to any of the matters to be considered at the Fairness Hearing (and may also appear at the Fairness Hearing) provided, however, that no such person shall be heard unless his, her or its objection is made in writing and is filed, together with copies of all other papers and briefs to be submitted to the Court at the Fairness Hearing, by him, her or it (including proof of all purchases and sales of AIG Securities during the Class Period) with the Clerk's Office at the United States District Court for the Southern District of New York, United States Courthouse,

500 Pearl Street, New York, New York 10007, **postmarked no later than August 20, 2013**, and is served on the same day, by first class mail, hand or overnight delivery to each of the following:

Thomas A. Dubbs
Louis Gottlieb
Labaton Sucharow LLP
140 Broadway
New York, NY 10005

*Counsel for Lead Plaintiff and
the Settlement Class*

George M. Garvey
David H. Fry
Munger, Tolles & Olson LLP
335 South Grand Ave. 35th Floor
Los Angeles, CA 90071

Counsel for Gen Re

You must include your name, address, telephone number, and your signature, identify the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and sales of AIG Securities you made during the Class Period, and state the reasons why you object to the Settlement. This information is needed to demonstrate your membership in the Settlement Class. Only Class Members who have submitted their position in this manner will be entitled to object, unless the Court orders otherwise. You may file an objection without appearing at the Fairness Hearing. Class Members who approve of the Settlement do not need to appear at the Fairness Hearing.

While attendance at the Fairness Hearing is not necessary, persons wishing to be heard orally are required to indicate in their written objections their intention to appear at the Fairness Hearing. Persons who intend to object to the Settlement or any of its related matters and desire to present evidence at the Fairness Hearing must also include in their written objections the identity of any witnesses they may seek to call to testify and exhibits they may seek to introduce into evidence at the Fairness Hearing.

The Fairness Hearing may be rescheduled from time to time by the Court without further written notice to the Settlement Class. If you intend to attend the Fairness Hearing, you should confirm the date and time with Lead Plaintiff's counsel.

UNLESS OTHERWISE ORDERED BY THE COURT, ANY SETTLEMENT CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION.

Special Notice to Securities Brokers and other Nominees

If you purchased AIG Securities (as defined herein) during the Class Period for the beneficial interest of a person or organization other than yourself, you are directed (a) to provide the Administrator with lists of the names and last known addresses of the beneficial owners for whom you have purchased AIG Securities during the Class Period within seven (7) days of receipt of this Notice, or (b) to request additional copies of this Notice and Proof of Claim form within seven (7) days of receipt of this Notice. If you elect to send this Notice and Proof of Claim form to beneficial owners, you are directed to mail this Notice and Proof of Claim within seven (7) days of receipt of the copies of this Notice from the Administrator, and, upon such mailing, you shall send a statement to the Administrator confirming that the mailing was made as directed. You shall be reimbursed from the Cash Settlement Account after receipt by the Administrator of proper documentation for the reasonable expenses of sending the Notices and Proofs of Claim to the beneficial owners. If you choose to follow the first alternative, you must retain the list of names and addresses so that it will be available for use in connection with future notice to the Settlement Class. Copies of this Notice may also be obtained from the Administrator or may be downloaded from Lead Plaintiff's counsel's website at www.labaton.com.

Can I see the Court file? Who should I contact if I have questions?

This Notice contains only a summary of the terms of the proposed Settlement. For a more detailed statement of the matters involved in the Action, you are referred to the papers on file in the Action, including the Agreement of Compromise and Settlement, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of New York, United States Courthouse, 500 Pearl Street, New York, New York 10007.

All inquiries concerning this Notice, the Proof of Claim form, the Release Form or any questions regarding the Settlement should be directed to:

AIG Securities Litigation - Gen Re Settlement
c/o Rust Consulting, Inc.

Administrator

P.O. Box 8082

Faribault, MN 55021-9482

Toll Free: (888) 356-0263

Email: Info@AIGSecuritiesLitigationGenReSettlement.com

www.AIGSecuritiesLitigationGenReSettlement.com

PLEASE DO NOT CONTACT THE COURT OR GEN RE REGARDING THESE MATTERS. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS.

DATED: June 4, 2013

BY ORDER OF THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK