REGULATORY SETTLEMENT AGREEMENT

Preamble

This Regulatory Settlement Agreement ("Agreement") is entered into this 17th day of December, 2010, by and between American International Group, Inc., and its affiliated insurers writing workers compensation coverage (the "Company"), and the Department of Insurance of the State of Delaware, the Office of Insurance Regulation of the State of Florida, the Department of Insurance of the State of Indiana, the Division of Insurance of the Commonwealth of Massachusetts, the Department of Commerce of the State of Minnesota, the Insurance Department of the State of New York, the Insurance Department of the Commonwealth of Pennsylvania, the Division of Insurance Regulation of the State of Rhode Island (collectively the "Lead Regulators") and the insurance regulatory departments, divisions, or offices of each of the remaining States and the District of Columbia that adopt, agree to, and approve this Agreement (the "Participating Regulators").

A. Recitals

1. The Company maintains its home office in New York, New York, and its affiliated insurance companies are principally domiciled in the State of Delaware, the Commonwealth of Pennsylvania, and the State of New York. At all relevant times, at least one of the Company's affiliated insurance companies has been licensed to write workers compensation insurance, general liability insurance, and commercial automobile liability insurance in each of those states where such licenses are granted and in the District of Columbia.

2. On January 28, 2008, the Company was notified that a Multistate Targeted Workers Compensation Market Conduct Examination had been initiated concerning the

Company's writing and financial reporting of workers compensation insurance (the "Examination"). The Lead States in the Examination are Delaware, Florida, Indiana, Massachusetts, Minnesota, New York, Pennsylvania, and Rhode Island ("Lead States"). All other forty-two states and the District of Columbia (the "Participating States") participated in the Examination.

3. The Examination built on the work of previous examinations and investigations by other states, including the investigation by the New York Attorney General culminating in the agreement entitled "Agreement Between the Attorney General of the State of New York and American International Group, Inc. and its subsidiaries (collectively "AIG")" dated January 18, 2006 (the "New York Agreement"). The Examination also built on the work of the National Association of Insurance Commissioner's ("NAIC") Market Analysis Working Group and examinations initiated by Indiana, Minnesota and Rhode Island.

4. The Examiner-in-Charge of the Examination has now completed review of the Company's writing and financial reporting of workers compensation insurance and the effect that had on its writing and reporting of other lines of insurance. A draft examination report ("Examination Report") concerning the findings of the Examination has been provided to the Company and the Company has been given an opportunity to comment thereon. The final Examination Report will be released concurrently with the execution of this Agreement by the Company and the Lead Regulators.

5. Following the Examiner-in-Charge's preliminary findings and through the conclusion of the Examination, the Lead States engaged in discussions with the Company with respect to regulatory concerns raised by the Examination, the reallocation of underreported workers compensation premium, the remediation of past premium underreporting, and the need

for an ongoing compliance review to ensure that the Company writes and reports workers compensation insurance in compliance with applicable laws.

6. In September of 2008 the AIG holding company suffered significant losses and the United States responded by providing it with substantial financial assistance; consequently, the United States Treasury controls preferred stock with voting and dividend rights to approximately 79.8% of the Company's common stock. The Company's senior management team has changed dramatically.

7. AIG's current Chief Executive Officer and its Board of Directors have pledged their commitment to the terms and principles expressed in the Compliance Plan attached hereto. Recognition of the events described above, and management's and the Board's commitment to a "culture of compliance" have materially impacted the judgment of the Lead Regulators and Participating Regulators in choosing to enter this Agreement. The Company has cooperated fully with the Examiner-in-Charge throughout the Examination.

8. In view of the foregoing facts and circumstances, the Lead Regulators and the Participating Regulators find it to be in the public interest and are willing to accept this Agreement to settle all insurance regulatory matters within the scope of the Examination as set forth in the January 28, 2008 letter notifying the Company of the Examination (which scope has not changed) and the Examination Report (the "Scope of the Examination"). The Company believes that such a settlement is in its best interest.

B. <u>Location of Definitions</u>

The terms listed below are defined within the Agreement. For convenience, those definitions can be found as referenced below.

1. "Agreement" is defined in the preamble paragraph.
2. "AIG" is defined in paragraph A.3.

3. "Applicable Consent Order" is defined in paragraph I.2.a.
4. "Class Action" is defined in paragraph H.1.b.
5. "Company" is defined in the preamble paragraph.
6. "Compliance Plan Examination Report" is defined in paragraph F.1.
7. "Compliance Plan" is defined in paragraph E.1.
8. "Compliance Plan Examination" is defined in paragraph E.2.
9. "Conditional Effective Date" is defined in paragraph C.1.
10. "Conditional Fine Amount" is defined in paragraph F.3.
11. "Error Rate Threshold" is defined in paragraph F.2.
12. "Escrow Agreement" is defined in paragraph C.4.
13. "Examination" is defined in paragraph A.2.
14. "Examination Report" is defined in paragraph A.4.
15. "Final Effective Date" is defined in paragraph H.1.
16. "Fines and Penalties Fund" is defined in paragraph C.4.
17. "Fines and Penalties Schedule" is defined in paragraph C.4.
18. "Lead Regulators" is defined in the preamble paragraph.
19. "Lead States" is defined in paragraph A.2.
20. "Litigations" is defined in paragraph H.1.b.
21. "Market Regulation Handbook" is defined in paragraph E.3.
22. "Monitoring Period" is defined in paragraph E.1.
23. "NAIC" is defined in paragraph A.3.
24. "New York Agreement" is defined in paragraph A.3.
25. "New York Agreement Amendment" is defined in paragraph C.3.
26. "Opt-in Date" is defined in paragraph C.5.
27. "Participating Regulators" is defined in the preamble paragraph.
28. "Participating States" is defined in paragraph A.2.
29. "Premium Reallocation Schedule" is defined in paragraph D.1.
30. "Premium Taxes and Assessments Amount" is defined in paragraph D.2.
31. "Premium Taxes and Assessments Fund" is defined in paragraph D.4.
32. "Premium Taxes and Assessments Schedule" is defined in paragraph D.4.
33. "Regulatory Penalty" is defined in paragraph C.1.

34. "Scope of the Examination" is defined in paragraph A.8.

35. "Termination Date" is defined in paragraph H.3.

C. Regulatory Penalty

1. In consideration of the Examination Report and its findings respecting the Company's practices in the writing and reporting of workers compensation insurance and resulting premium in the period up to the date this Agreement is executed by the Company and all the Lead Regulators (the "Conditional Effective Date"), the Lead Regulators and the Participating Regulators levy, and the Company agrees to pay, a fine and penalty consisting of a cash payment in the amount of One Hundred Million Dollars ($100,000,000) (the "Regulatory Penalty").

2. The Regulatory Penalty shall be the sole penalty imposed by the Lead Regulators and Participating Regulators on the Company with respect to any matters within the Scope of the Examination -- the Company's writing and financial reporting of workers compensation insurance, prior to the Conditional Effective Date.

3. The parties to the New York Agreement intend to execute an amendment providing that the approximately $340 million fund established thereunder will be used for the purpose of funding the Fines and Penalties Fund and Premium Taxes and Assessments Fund as required hereunder and for payments to resolve the claims of persons asserting damages against the Company with respect to workers compensation residual market facilities ("New York Agreement Amendment").

4. Within fifteen (15) calendar days of the later to occur of the Conditional Effective Date and the New York Agreement Amendment, the Company shall place the Regulatory Penalty in a mutually acceptable interest-bearing Escrow Account (the "Fines and Penalties Fund") established to hold the Regulatory Penalty until such time as it may be distributed

hereunder to the Lead Regulators and the Participating Regulators, as allocated in the schedule attached hereto as Exhibit A (the "Fines and Penalties Schedule"). The Fines and Penalties Fund shall be administered pursuant to an Escrow Agreement substantially in the form attached hereto as Exhibit B (the "Escrow Agreement").

5. If a Participating State does not adopt, agree to, and approve this Agreement by March 1, 2011 (the "Opt-in Date"), the Fines and Penalties Fund shall be reduced on or after March 1, 2001, by the amount allocated to that Participating State's jurisdiction in the Fines and Penalties Schedule, and the amount by which the Fines and Penalties Fund is so reduced shall be returned to the Company pursuant to the terms of the Escrow Agreement.

6. The amounts set forth in the Fines and Penalties Schedule shall not be distributed to the therein enumerated Lead Regulators and Participating Regulators who adopted, agreed to, and approved this Agreement until the Final Effective Date.

7. If this Agreement is terminated as set forth in Section H below, all amounts in the Fines and Penalties Fund shall be returned to the Company pursuant to the terms of the Escrow Agreement.

D. <u>Premium Tax and Premium-Based Assessments</u>

1. By March 1, 2011 the Company shall file with the Lead States and the Participating States restated Page 14s on a consolidated basis reallocating approximately $2.1 billion of workers compensation premiums to each state and the District of Columbia specifically as set forth in the schedule attached hereto as Exhibit C (the "Premium Reallocation Schedule").

2. The reallocation set forth in the preceding paragraph shall serve, subject to the Final Effective Date being achieved, as the basis for the payment of additional premium taxes

and assessments. Specifically, in consideration of the premium tax and premium-based assessments that would have been paid had the Company initially reported workers compensation insurance premium in a manner consistent with the Premium Reallocation Schedule, together with interest thereon, the Company agrees to make a cash payment in the total amount of Forty-Six Million Five Hundred Seven Thousand Three Hundred Eighty-Five Dollars ($46,507,385) (the "Premium Taxes and Assessments Amount").

3. The Company hereby agrees that the reallocation of premium pursuant to the Premium Reallocation Schedule shall not be used by the Company to assert any credits or offsets or otherwise reduce the Company's tax and assessment obligations, except as already credited in computing the Premium Taxes and Assessments Amount.

4. Within fifteen (15) calendar days of the later to occur of the Conditional Effective Date and the New York Agreement Amendment, the Company shall place the Premium Taxes and Assessments Amount in an interest-bearing Escrow Account (the "Premium Taxes and Assessments Fund") established to administer the distribution of the Premium Taxes and Assessments Amount, as allocated in the schedule attached hereto as Exhibit D (the "Premium Taxes and Assessments Schedule"). The Premium Taxes and Assessments Schedule amounts reflect credit for premium taxes and assessments previously paid pursuant to the New York Agreement. The Premium Taxes and Assessments Fund shall be administered pursuant to the Escrow Agreement.

5. If a Participating State does not adopt, agree to, and approve this Agreement by the Opt-in Date, the Premium Taxes and Assessments Fund shall be reduced on or after March 1, 2011, by the amount allocated to that Participating State's jurisdiction in the Premium Taxes and Assessments Schedule, and the amount by which the Premium Taxes and

Assessments Fund is so reduced shall be returned to the Company pursuant to the terms of the Escrow Agreement.

6. The Premium Taxes and Assessments Fund shall not be distributed to the jurisdictions specified in the Premium Taxes and Assessments Schedule until the Final Effective Date of this Agreement.

7. If this Agreement is terminated as set forth in Section H below, all amounts in the Premium Taxes and Assessments Fund shall be returned to the Company pursuant to the terms of the Escrow Agreement.

E. <u>The Monitoring Period and the Compliance Plan Examination</u>

1. A monitoring period will commence as of the Final Effective Date and last for twenty-four (24) months thereafter (the "Monitoring Period"). During the Monitoring Period, the Company will report to the Lead Regulators' Examiner-in-Charge no less frequently than quarterly the results of its internal audit reviews of performance as fully set forth in the Compliance Plan attached hereto as Exhibit E (the "Compliance Plan"). The Compliance Plan is being provided to the Lead States and Participating States for their review in deciding their participation in this Agreement. However, the Compliance Plan will be maintained as confidential by the Lead Regulators and Participating Regulators to the extent possible pursuant to public record, right-to-know and examination confidentiality statutes, except as otherwise ordered by a court of competent jurisdiction, including that it shall not be publicly disseminated and will be redacted from any versions of the Agreement which are provided to the public. As further detailed in the Compliance Plan, the Examiner-in-Charge will also periodically sample Company accounts.

2. The Lead Regulators, through their Examiner-in-Charge, shall conduct an examination of the Company's writing and financial reporting of workers compensation insurance (the "Compliance Plan Examination") as of the end of the Monitoring Period. The purpose of the Compliance Plan Examination is to evaluate the Company's performance against the Compliance Plan.

3. The Compliance Plan Examination shall be conducted in accordance with the applicable examination statutes and the NAIC's *Market Regulation Handbook* (2010 Edition)(the "Market Regulation Handbook") and which are specified in the protocols set forth in the Compliance Plan.

4. The reasonable costs of the Lead Regulators in monitoring the Company's compliance with the Agreement, in retaining the Examiner-in-Charge and other consultants, and ultimately conducting the Compliance Plan Examination shall be paid by the Company.

5. The Compliance Plan Examination shall be conducted with respect to the Company's policies in force and premium reported during the twelve months prior to the end of the Monitoring Period.

F. <u>The Compliance Plan Examination Report and Conditional Fine</u>

1. Upon completion of the Compliance Plan Examination, an examination report (the "Compliance Plan Examination Report") will be issued to the Lead Regulators. The Lead Regulators will submit the Compliance Plan Examination Report to the Participating Regulators.

2. The Company will not be found to be noncompliant with the Compliance Plan unless the ten percent (10%) tolerance level (the "Error Rate Threshold") established by the Market Regulation Handbook and as applied in the Compliance Plan is exceeded.

3. If the Error Rate Threshold is exceeded and in the judgment of the Lead Regulators a penalty is warranted, then the Lead Regulators and Participating Regulators will jointly levy on the Company a fine and penalty consisting of a cash payment in the amount of up to One Hundred and Fifty Million Dollars ($150,000,000) (the "Conditional Fine Amount").

4. The Conditional Fine Amount shall be the sole penalty imposed by the Lead Regulators and Participating Regulators on the Company with respect to any insurance regulatory violations identified in the Compliance Plan Examination Report.

G. <u>Limitations on Remedies and Fines, Enforcement, and Regulatory Authority</u>

1. Upon disbursement to a Lead Regulator or Participating Regulator of both (a) the portion of the Fines and Penalties Amount to which the regulator's jurisdiction is entitled pursuant to the Fines and Penalties Schedule, and (b) the portion of the Premium Taxes and Assessments Amount to which the regulator's jurisdiction is entitled pursuant to the Premium Taxes and Assessments Schedule, the Lead Regulator or Participating Regulator in receipt of such disbursement agrees to the following:

a. During the Monitoring Period and through the Compliance Plan Examination, each Lead Regulator and Participating Regulator and his or her department agrees that it (i) shall not conduct any market conduct examination of the Company relating to the writing or financial reporting of workers compensation insurance; and (ii) shall not, except under the terms set forth in this Agreement, as to events or actions through the Conditional Effective Date, impose a fine or any other sanction on the Company for any of the matters that fall within the Scope of the Examination or are otherwise the subject of this Agreement.

b. The Lead Regulators and Participating Regulators release and discharge the Company with respect to all damages, fines, claims, sanctions, losses, demands or other

liability or redress that each Lead Regulator or Participating Regulator and his or her department could have pursued as a result of the matters falling within the Scope of the Examination.

2. Notwithstanding the foregoing, a Lead Regulator's or Participating Regulator's authority to investigate any assertion of the Company's noncompliance with law applicable to matters not within the Scope of the Examination, and to act thereon, shall not be limited in any way by this Agreement.

3. In addition to the other penalties applicable pursuant to this Agreement, the Lead Regulators and Participating Regulators retain the right (except as provided in paragraphs C.2 and F.4) to impose any regulatory penalty otherwise available by law, including fines, with respect to the Company's willful violation of this Agreement or other violation of law.

4. The Lead Regulators and the Participating Regulators reserve the right to pursue any other remedy or remedies for violations of this Agreement.

5. Except as set forth herein, nothing in this Agreement shall be construed to waive or limit the rights of the Lead Regulators or the Participating Regulators to seek such other remedies or to otherwise waive or limit their continuing regulation of the Company in the normal course.

6. The enforcement of any fine or penalty imposed under this Agreement and findings upon which any such fine or penalty is based shall be subject to judicial review as otherwise provided by law.

H. <u>Effective Dates, and Termination</u>

1. The "Final Effective Date" shall be the first date on which all of the following have occurred:

a. The chief insurance regulators from at least forty-three (43) of the fifty-one (51) jurisdictions that are Lead States or Participating States adopt, agree to, and approve the Agreement by means of appropriate documentation forwarded to the Lead Regulators, except that a lesser number of adopting jurisdictions may suffice under this paragraph if agreed to in writing by the Lead States and the Company;

b. The United States District Court for the Northern District of Illinois approves a settlement and a dismissal with prejudice of the putative class action captioned *Safeco Insurance Company of America, et al. v. American International Group, Inc., et al.,* No. 09-cv-2026 (the "Putative Class Action"), and the parties to the Putative Class Action and the related civil action captioned A*merican International Group, Inc., et al. v. ACE INA Holdings, Inc., et al.,* No. 07-cv-2989 (the "Civil Action" and together with the Putative Class Action, the "Litigations") have exchanged releases pursuant to a settlement agreement and the Civil Action is dismissed with prejudice;

c. The Company has executed a settlement agreement with the state insurance guaranty funds represented collectively by Joseph C. Tanski, Esq., of Nixon Peabody; and

d. Execution of the New York Agreement Amendment.

2. The Lead Regulators shall arrange to deliver this Agreement to each of the Participating States within seven (7) calendar days after the Conditional Effective Date.

3. If the Final Effective Date does not take place on or before June 30, 2011, then this Agreement shall be deemed terminated as of July 1, 2011 (the "Termination Date") unless prior thereto the Lead Regulators and the Company agree in writing to an extension of both the Final Effective Date and the Termination Date. The Lead Regulators will promptly advise the

Participating Regulators of such an extension. A Participating Regulator may thereupon choose whether to participate hereunder on or before the date of the extended Final Effective Date.

I. Miscellaneous Provisions

1. Decision of Lead Regulators. Any decision of the Lead Regulators under the terms of this Agreement means a decision that has been agreed to by all of the Lead Regulators under this Agreement.

2. Representations of Authority.

a. Lead Regulators and Participating Regulators. Each person signing on behalf of a Lead Regulator or Participating Regulator gives his or her express assurance that under applicable state laws, regulations, and judicial rulings, he or she has authority to enter into this Agreement. If a Lead Regulator or Participating Regulator finds that, under applicable state law, regulation, judicial ruling, or procedure, the preparation and execution of a consent order or other document is necessary to carry out the terms of this Agreement (the "Applicable Consent Order"), such Applicable Consent Order shall be prepared by the Lead Regulator or Participating Regulator. For purpose of this Agreement, an Applicable Consent Order shall be satisfactory to the Company if it: (i) incorporates by reference and attaches via exhibit a copy of this Agreement, (ii) expressly adopts and agrees to the provisions of this Agreement, and (iii) includes only those other terms that may be legally required in the state of the applicable Lead Regulator or Participating Regulator.

b. Company. The Company expressly represents and warrants as of the date of its execution of this Agreement that: (i) it is duly organized and validly existing and subsisting under the laws of the state of its organization, it is in good standing in such jurisdiction, and neither the execution, delivery, nor performance of this Agreement will violate any law binding

on the Company; (ii) it has the full right and power to enter into this Agreement on behalf of the Company and to perform all obligations hereunder; and (iii) it has obtained all necessary authorizations, approvals, or consents of any governmental entity required in connection with the execution, delivery, or performance by it of this Agreement.

3. Governing Law and Forum. This Agreement, any disputes which may arise in connection with the interpretation or enforcement of the Agreement, and the rights and obligations of the Parties generally shall be governed by the laws of the Commonwealth of Massachusetts without regard or reference to choice or conflict of law rules. The Company and the Participating Regulators consent to the exclusive jurisdiction of the United States District Court for the District of Massachusetts or, if such jurisdiction is lacking, the Superior Court for Suffolk County, Massachusetts, solely for the purposes of interpreting or enforcing this Agreement and for no other purposes.

4. Interpretation. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" or "without limitation," (e) references to "hereunder," "herein", or "hereof" relate to this Agreement as a whole, and (f) the terms "dollars" and "$" refer to United States dollars. Any reference herein to any statute, rule, regulation, or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation, or agreement as it may be modified, varied, amended, or supplemented from time to time.

5. Recitals and Schedules. The Preamble, Recitals, and any Schedules to this Agreement are a part of this Agreement as if set forth in full herein.

6. Waiver. Any agreement on the part of any party hereto to any extension or waiver shall be valid only if in writing signed by the party granting such waiver or extension and shall be a one-time waiver or extension only, and any such waiver or extension or any other failure to insist on strict compliance with any duty or obligation herein shall not operate as a waiver or extension of, or estoppel with respect to, any continuing, subsequent, or other failure to comply with this Agreement.

7. Rights and Remedies. Except as otherwise provided in this Agreement, the rights, powers, remedies, and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies, and privileges provided by applicable law.

8. Entire Understanding; Modification. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof. All modifications to this Agreement must be in writing and signed by each of the parties hereto.

9. Time of the Essence. The parties hereto hereby agree that time shall be of the essence with respect to the performance of this Agreement.

10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

SIGNATURES FOLLOW ON THE SUBSEQUENT PAGES

AMERICAN INTERNATIONAL GROUP, INC.,
and its Affiliated Insurers Writing Workers Compensation Insurance

By: _____
Name: Thomas A. Russo
Title: EVP, General Counsel
Date: December 14, 2010

DEPARTMENT OF INSURANCE OF THE STATE OF DELAWARE

By: _____
Name:
Title:
Date: December ___, 2010

OFFICE OF INSURANCE REGULATION OF THE STATE OF FLORIDA

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF INSURANCE OF THE STATE OF INDIANA

By: _____
Name:
Title:
Date: December ___, 2010

DIVISION OF INSURANCE OF THE COMMONWEALTH OF MASSACHUSETTS

By: _____
Name:
Title:
Date: December ___, 2010

AMERICAN INTERNATIONAL GROUP, INC.,
and its Affiliated Insurers Writing Workers Compensation Insurance

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF INSURANCE OF THE STATE OF DELAWARE

By: _____
Name: Karen Weldin Stewart, CIR-ML
Title: Insurance Commissioner
Date: December 8, 2010

OFFICE OF INSURANCE REGULATION OF THE STATE OF FLORIDA

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF INSURANCE OF THE STATE OF INDIANA

By: _____
Name:
Title:
Date: December ___, 2010

DIVISION OF INSURANCE OF THE COMMONWEALTH OF MASSACHUSETTS

By: _____
Name:
Title:
Date: December ___, 2010

AMERICAN INTERNATIONAL GROUP, INC.,
and its Affiliated Insurers Writing Workers Compensation Insurance

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF INSURANCE OF THE STATE OF DELAWARE

By: _____
Name:
Title:
Date: December ___, 2010

OFFICE OF INSURANCE REGULATION OF THE STATE OF FLORIDA

By: _____
Name: Kevin M. McCarty
Title: Insurance Commrsstoner
Date: December 17th, 2010

DEPARTMENT OF INSURANCE OF THE STATE OF INDIANA

By: _____
Name:
Title:
Date: December ___, 2010

DIVISION OF INSURANCE OF THE COMMONWEALTH OF MASSACHUSETTS

By: _____
Name:
Title:
Date: December ___, 2010

AMERICAN INTERNATIONAL GROUP, INC.,
and its Affiliated Insurers Writing Workers Compensation Insurance

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF INSURANCE OF THE STATE OF DELAWARE

By: _____
Name:
Title:
Date: December ___, 2010

OFFICE OF INSURANCE REGULATION OF THE STATE OF FLORIDA

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF INSURANCE OF THE STATE OF INDIANA

By: Stephen W. Robertson
Name: Stephen W. Robertson
Title: Commissioner
Date: December 10, 2010

DIVISION OF INSURANCE OF THE COMMONWEALTH OF MASSACHUSETTS

By: _____
Name:
Title:
Date: December ___, 2010

AMERICAN INTERNATIONAL GROUP, INC.,
and its Affiliated Insurers Writing Workers Compensation Insurance

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF INSURANCE OF THE STATE OF DELAWARE

By: _____
Name:
Title:
Date: December ___, 2010

OFFICE OF INSURANCE REGULATION OF THE STATE OF FLORIDA

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF INSURANCE OF THE STATE OF INDIANA

By: _____
Name:
Title:
Date: December ___, 2010

DIVISION OF INSURANCE OF THE COMMONWEALTH OF MASSACHUSETTS

By: _____
Name: JOSEPH G. MURPHY
Title: COMMISSIONER OF INSURANCE
Date: December 10, 2010

DEPARTMENT OF COMMERCE OF THE STATE OF MINNESOTA

By: _____
Name: Glenn Wilson
Title: Commissioner
Date: December 9, 2010

INSURANCE DEPARTMENT OF THE STATE OF NEW YORK

By: _____
Name:
Title:
Date: December ___, 2010

INSURANCE DEPARTMENT OF THE COMMONWEALTH OF PENNSYLVANIA

By: _____
Name:
Title:
Date: December ___, 2010

DIVISION OF INSURANCE REGULATION OF THE STATE OF RHODE ISLAND

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF COMMERCE OF THE STATE OF MINNESOTA

By: _____
Name:
Title:
Date: December ___, 2010

INSURANCE DEPARTMENT OF THE STATE OF NEW YORK

By: _____
Name: James J. Wynn
Title: Superintendent
Date: December 9, 2010

INSURANCE DEPARTMENT OF THE COMMONWEALTH OF PENNSYLVANIA

By: _____
Name:
Title:
Date: December ___, 2010

DIVISION OF INSURANCE REGULATION OF THE STATE OF RHODE ISLAND

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF COMMERCE OF THE STATE OF MINNESOTA

By: _____
Name:
Title:
Date: December ___, 2010

INSURANCE DEPARTMENT OF THE STATE OF NEW YORK

By: _____
Name:
Title:
Date: December ___, 2010

INSURANCE DEPARTMENT OF THE COMMONWEALTH OF PENNSYLVANIA

By: _____
Name: Robert L. Pratter
Title: Acting Insurance Commissioner
Date: December 8, 2010

DIVISION OF INSURANCE REGULATION OF THE STATE OF RHODE ISLAND

By: _____
Name:
Title:
Date: December ___, 2010

DEPARTMENT OF COMMERCE OF THE STATE OF MINNESOTA

By: _____
Name:
Title:
Date: December ___, 2010

INSURANCE DEPARTMENT OF THE STATE OF NEW YORK

By: _____
Name:
Title:
Date: December ___, 2010

INSURANCE DEPARTMENT OF THE COMMONWEALTH OF PENNSYLVANIA

By: _____
Name:
Title:
Date: December ___, 2010

DIVISION OF INSURANCE REGULATION OF THE STATE OF RHODE ISLAND

By: _____
Name: A. Michael Marques
Title: Director
Date: December 14, 2010

Table of Exhibits

Exhibit A	Fines and Penalties Schedule
Exhibit B	Escrow Agreement
Exhibit C	Premium Reallocation Schedule
Exhibit D	Premium Taxes and Assessments Schedule
Exhibit E	Compliance Plan

Exhibit A
Fines and Penalties Schedule

State	Fine
AK	$500,000
AL	$1,603,506
AR	$1,039,912
AZ	$2,143,829
CA	$15,636,008
CO	$954,691
CT	$1,063,481
DC	$500,000
DE	$1,406,715
FL	$5,580,894
GA	$1,719,377
HI	$500,000
IA	$859,943
ID	$563,365
IL	$3,760,657
IN	$2,005,217
KS	$560,263
KY	$755,896
LA	$2,278,504
MA	$3,439,177
MD	$2,022,805
ME	$500,000
MI	$3,246,901
MN	$2,178,391
MO	$1,039,309
MS	$605,869
MT	$500,000
NC	$1,329,650
ND	$500,000
NE	$500,000
NH	$500,000
NJ	$3,334,261
NM	$632,539
NV	$500,000
NY	$1,000,000
OH	$500,000
OK	$2,608,379
OR	$1,123,113
PA	$8,690,354
RI	$2,130,703
SC	$538,507
SD	$500,000
TN	$1,280,684
TX	$12,804,656
UT	$500,000
VA	$1,139,060
VT	$500,000
WA	$500,000
WI	$923,388
WV	$500,000
WY	$500,000
Total	$100,000,000

Exhibit B

DECEMBER 20, 2010 – DRAFT

[Document still being finalized with the Escrow Agent. No material changes are anticipated.]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of _____, 2010 (the "Effective Date") by and among American International Group, Inc., and its affiliated insurers writing workers compensation coverage ("Company"), the Department of Insurance of the State of Delaware, the Office of Insurance Regulation of the State of Florida, the Department of Insurance of the State of Indiana, the Division of Insurance of the Commonwealth of Massachusetts, the Department of Commerce of the State of Minnesota, the Insurance Department of the State of New York, the Insurance Department of the Commonwealth of Pennsylvania, the Division of Insurance Regulation of the State of Rhode Island (collectively the "Lead Regulators"), and _____ (the "Escrow Agent"). In addition, the insurance regulatory departments, divisions, or offices of each of the remaining States and the District of Columbia that adopt, agree to, and approve the Settlement Agreement as provided therein by the Opt-in Date (collectively the "Participating Regulators") (Lead Regulators and Participating Regulators are jointly referred to herein as "Regulators"), shall be third party beneficiaries as set forth herein.

WHEREAS, pursuant to that certain Regulatory Settlement Agreement dated as of December __, 2010, between Company and Regulators (the "Settlement Agreement"), Company agreed to remit certain funds ("Settlement Funds") to pay certain fines, penalties, and taxes, and to resolve the claims of persons asserting damages against Company with respect to workers compensation residual market facilities.

WHEREAS, the Settlement Agreement provides that the Settlement Funds will be held in a mutually acceptable interest-bearing escrow account with the Escrow Agent and invested in accordance with the investment guidelines set forth herein until applied to pay certain amounts as set forth herein.

WHEREAS, all capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound, hereby agree as follows:

1. Appointment of Escrow Agent. Company and Regulators hereby appoint and designate [_____] as Escrow Agent to act in such capacity with respect to the Escrow Account, and [_____] accepts such appointment under the terms and conditions set forth herein and agrees to perform such duties.

2. Establishment of Escrow Fund. Within fifteen (15) calendar days of the later to occur of the Conditional Effective Date and the New York Agreement Amendment, Company shall deposit with the Escrow Agent the sum of One Hundred Million Dollars ($100,000,000.00) (the

"Fines and Penalties Fund"). In addition, within fifteen (15) calendar days of the later to occur of the Conditional Effective Date and the New York Agreement Amendment, the Company shall deposit with the Escrow Agent the sum of _____ Dollars ($_____) (the "Premium Taxes and Assessments Fund"). The Escrow Agent shall immediately deposit such funds into an interest bearing escrow account (the "Escrow Account") and shall hold the funds so deposited in the Escrow Account pursuant to the terms hereof. The Fines and Penalties Fund, the Premium Taxes and Assessments Fund, and any investment income earned thereon shall hereinafter be collectively referred to as the "Escrow Fund". Investment income earned on the funds initially deposited into the Escrow Account and any additional funds deposited by Company pursuant to the Settlement Agreement shall be credited to the Escrow Fund and held in the Escrow Account until disbursed pursuant to the terms of Sections 4 and 5 below. Although the Fines and Penalties Fund and the Premium Taxes and Assessments Fund shall be held in a single Escrow Account, all amounts deposited in and investment income accruing to each such Fund shall be tracked and accounted for separately by the Escrow Agent.

3. Investment of Escrow Fund. During the term of this Escrow Agreement, the Escrow Fund shall be invested and reinvested by the Escrow Agent in conformity with the investment guidelines attached hereto as **Exhibit A**. Escrow Agent shall liquidate any investments in which the Escrow Fund is held to provide the funds necessary to make the payments required under this Escrow Agreement. The Escrow Agent shall have no liability or responsibility whatsoever for any loss resulting from any investment made in compliance with the terms and provisions of this Agreement. Investment gains, earnings, and losses shall not increase or decrease the amount to be remitted to Company, as applicable, pursuant to Sections 4 or 5 below.

4. Disbursement of Escrow Fund to Company.

A. If a Participating State does not adopt, agree to, and approve the Settlement Agreement by December 31, 2010 (the "Opt-in Date"), the Fines and Penalties Fund shall be reduced on January 1, 2011, by the amount allocated to that Participating State's jurisdiction in the Fines and Penalties Schedule attached to this Agreement as **Exhibit B**. Company shall provide written notice to the Escrow Agent of the amount by which the Fines and Penalties Fund is so reduced, and the amount of such reduction shall be returned to the Company by the Escrow Agent within five (5) business days after the Escrow Agent receives such written notice.

B. If a Participating State does not adopt, agree to, and approve the Settlement Agreement by the Opt-in Date, the Premium Taxes and Assessments Fund shall be reduced on January 1, 2011, by the amount allocated to that Participating State's jurisdiction in the Premium Taxes and Assessments Schedule attached to this Agreement as **Exhibit C.** Company shall provide written notice to the Escrow Agent of the amount by which the Premium Taxes and Assessments Fund is so reduced, and the amount of such reduction shall be returned to the Company by the Escrow Agent within five (5) business days after the Escrow Agent receives such written notice.

C. If Escrow Agent receives written notice from Company that the Settlement Agreement has been terminated, all amounts in the Escrow Account shall be returned to Company by the Escrow Agent within five (5) business days after the date on which Escrow

Agent received such notice. The Escrow Agent shall return to Company any funds remaining in the Escrow Account upon completion of all distributions required under the Settlement Agreement within five (5) business days after the Escrow Agent receives written notice that all such distributions have been completed.

D. In no event shall the Escrow Agent have any discretionary or subjective decision-making responsibility under this Section 4 upon receipt of written notice from Company.

5. Disbursement of Escrow Fund to States.

A. Company and Regulators direct the Escrow Agent to apply the assets in the Escrow Fund in accordance with the terms of this Agreement and as directed by Company in writing solely for the following purposes:

i. To distribute the Fines and Penalties Fund, after taking into account any reduction pursuant to Section 4 above, as allocated in the Fines and Penalties Schedule attached to this Agreement as Exhibit B within three (3) days of receiving written notice from Company to do so;

ii. To distribute the Premium Taxes and Assessments Fund, after taking into account any reduction pursuant to Section 4 above, as allocated in the Premium Taxes and Assessments Schedule attached to this Agreement as Exhibit C within three (3) days of receiving written notice from Company to do so; and

iii. To be returned to the Company in whole or in part upon written instructions from the Company pursuant to Section 4 above.

B. The amounts set forth in the Fines and Penalties Schedule and in the Premium Taxes and Assessments Schedule shall not be distributed until the Escrow Agent receives written notice from Company of the Final Effective Date, and then only with respect to the jurisdictions whose Regulator has adopted, agreed to, and approved the Settlement Agreement. Company shall provide to the Escrow Agent the written notices required under this Section 5 within ten (10) business days of the Final Effective Date.

C. It shall be the obligation of each Regulator to provide to the Escrow Agent in writing the necessary account information, wire instructions, or other information necessary for the Escrow Agent to remit funds to each such Regulator consistent with this Section 5.

D. In no event shall any disbursement be made from the Escrow Account that exceeds the balance of the Escrow Fund. The Escrow Agent is not required to create an overdraft to disburse funds.

E. As long as the Escrow Agent complies with the written notices provided to it by Company, the Escrow Agent is not responsible for verifying that a disbursement made as directed under this Agreement is lawful, authorized, or appropriate under any other document or arrangement, or for the application of any disbursement made from the Account.

F. In no event shall the Escrow Agent have any discretionary or subjective decision-making responsibility under this Section 5 upon receipt of written notice from Company.

6. Fees of Escrow Agent. Escrow Agent shall be entitled to receive from time to time fees in accordance with **Exhibit D**. In accordance with Exhibit D, Escrow Agent will also be entitled to reimbursement for reasonable and documented out-of-pocket expenses, including those of its counsel, incurred by the Escrow Agent in the performance of its duties hereunder and the execution and delivery of this Agreement. All such fees and expenses shall be paid by Company and shall not be deducted from the Escrow Account.

7. Taxation Information.

A. Company agrees to provide Escrow Agent with a certified tax identification number and other forms and documents that the Escrow Agent may reasonably request within thirty (30) days from the Conditional Effective Date.

B. Company understands that if such information is not provided to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as amended from time to time, to withhold a portion of any interest or other income earned on the investment of moneys or other property held by the Escrow Agent pursuant to this Escrow Agreement.

C. Should the Escrow Agent become liable for the payment of taxes, including withholding taxes relating to any portion of the Escrow Fund and including interest and penalties thereon, held by it pursuant to this Agreement or any payment made hereunder, the party to whom such funds are ultimately disbursed and on whose account the taxes are due agrees to reimburse the Escrow Agent for such taxes, interest, and penalties upon demand. Without limiting the foregoing, the Escrow Agent shall be entitled to deduct such taxes, interest, and penalties from the Escrow Fund at the time of such disbursement.

D. This Section 7 may be amended by the Escrow Agent as necessary and upon written notice to Company and to the Lead Regulators to conform to tax and regulatory requirements and any other changes to the current applicable governmental tax laws. The Escrow Agent's rights under this Section shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

8. Authorized Signers; Reliance by Escrow Agent. Company agrees that it shall provide such resolutions or certifications and other documents as may be necessary to establish the Escrow Account with the Escrow Agent. **Exhibit E** contains the names and specimen signatures of those representatives of Company who are authorized to issue notices and instructions to the Escrow Agent and execute required documents under this Agreement ("Authorized Signers"). Exhibit E may be amended from time to time at Company's sole discretion by providing written notice consistent with the requirements of Section 12.

9. Rights and Duties of Escrow Agent.

A. Company and Lead Regulators acknowledge and agree that (i) the duties, responsibilities, and obligations of the Escrow Agent shall be limited to those expressly set forth

in this Agreement, each of which is administrative or ministerial (and shall not be construed to be fiduciary) in nature, and no duties, responsibilities or obligations shall be inferred or implied, (ii) the Escrow Agent shall not be responsible for any of the agreements referred to or described herein (including without limitation the Settlement Agreement), or for determining or compelling compliance therewith, and shall not otherwise be bound thereby, (iii) this Agreement shall constitute the entire agreement of the parties with respect to the subject matter hereto and supersedes all prior oral or written agreements in regard thereto, (iv) the Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any financial or other liability in the performance of any of its duties hereunder, and (v) the Escrow Agent shall not be obligated to take any legal or other action hereunder which might in its judgment involve or cause it to incur any expense or liability unless it shall have been furnished with acceptable indemnification.

B. The Escrow Agent will receive, hold and account for assets only as delivered to it in conformance with this Agreement. The Escrow Agent has no responsibility to notify any party of another party's failure to deliver assets to the Escrow Agent or to enforce the delivery of any assets to it.

C. Escrow Agent does not have any interest of any kind in the Escrow Fund and has possession thereof only as escrow holder in accordance with the terms of this Agreement. Escrow Agent acknowledges and agrees that Escrow Agent is not a "holder" of the escrow cash as that term is defined by applicable law, and, as such, Escrow Agent acknowledges and agrees that the Escrow Fund may not be subject to any existing or hereafter filed and perfected security interests in any of the property of Escrow Agent held by any now or hereafter existing creditors of Escrow Agent.

D. In performing its duties hereunder, Escrow Agent shall be entitled to rely upon (i) the accuracy and authenticity of any order, judgment, certification, demand, or judicial or administrative notice of a court of competent jurisdiction, and (ii) any written notice or other document delivered to Escrow Agent in connection herewith reasonably believed by it to be genuine and correct and executed and delivered by an Authorized Signer. Escrow Agent may conclusively presume that a listed Authorized Signer has full power and authority to execute any such written notice or other document and to issue instructions to Escrow Agent on behalf of such party unless written notice to the contrary is delivered to Escrow Agent.

E. Escrow Agent shall not be liable for any claim, loss, or other damage resulting from or related to (i) the performance of the respective obligations or breach of any covenant, representation, warranty, or any other promise or obligation of the Settlement Agreement or this Agreement by any of the parties thereto or hereto (other than Escrow Agent), and (ii) compliance by Escrow Agent with any legal process, subpoena, writs, orders, judgments, and decree of any court of competent jurisdiction, whether or not subsequently vacated, modified, set aside, or reversed.

F. Company and Lead Regulators hereby agree to indemnify, defend and hold harmless Escrow Agent in its capacity as such from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, reasonable expenses

(including those of its outside legal counsel), or disbursements of any kind whatsoever which may at any time be imposed upon, incurred by, or asserted against Escrow Agent in its capacity as such in any way relating to or arising out of this Agreement, except to the extent that any such liability results or arises from, or is related to, the bad faith, gross negligence, or willful misconduct of Escrow Agent.

G. Escrow Agent shall not be bound by any agreements among the parties to this Agreement or the Settlement Agreement other than the provisions of this Agreement, unless it executes or otherwise consents in writing to such agreement.

H. So long as Escrow Agent shall have any obligation to pay any amount of the Escrow Fund under this Agreement, Escrow Agent shall maintain proper books of record and account, in which full and correct entries shall be made of all disbursement and investment activities with respect to the Escrow Account. Escrow Agent shall maintain such books of records and account in paper or electronic form during the term of this Agreement and for seven (7) years following the termination of this Agreement. Escrow Agent shall provide Company with access to or copies of all such books of records and account at Company's request.

I. The Escrow Agent shall be under no duty to afford the Escrow Fund any greater degree of care than it gives its own similar property.

10. Reports by the Escrow Agent.

A. The Escrow Agent is not responsible for verifying or authenticating any property, or the value of any property delivered to it, other than cash or such similar funds. The Escrow Agent will report the value of money market mutual funds provided by the Escrow Agent and utilized to the extent permissible under this Agreement. The Escrow Agent will provide market values of the assets in the Escrow Account in its periodic reports for publicly-held or publicly-traded securities, using its normal pricing services. All other assets, if any, will be reported at the cost or value as provided to the Escrow Agent by Company.

B. The Escrow Agent will provide quarterly statements to Company and to the Lead Regulators. Such statements will set forth the holdings, the market values (as set forth above), and the transactions, if any, including purchases, sales, or any other disbursement, and income received.

C. Company has sixty (60) days to object in writing to such reports. If no written notice from Company has been received by the Escrow Agent within this period, an acceptance of such reports shall be deemed to have occurred.

11. Resignation or Removal.

A. The Escrow Agent may resign upon thirty (30) days' written notice to the Company. Upon expiration of the thirty (30) days' written notice, the Escrow Agent is fully released from any further obligation to perform any duties whatsoever imposed on the Escrow Agent hereunder, except for rendering statements until the entirety of the Escrow Fund is transferred out of the Escrow Account.

B. The Escrow Agent may be removed upon thirty (30) days' written notice from Company to the Escrow Agent.

C. In the event of resignation or removal, a successor shall be appointed by Company to receive the Escrow Fund as of the end of the effective date of resignation or removal.

D. In the event Company fails to appoint a successor within the thirty-day period, the Escrow Agent may pay over or otherwise deliver the Escrow Fund to Company and the Lead Regulators jointly.

E. The Escrow Agent is entitled to hold a reserve against final payment of estimated final fees, until such time as the final fees are paid.

12. Notices. All notices or other communications hereunder shall be in writing and shall be deemed given when delivered personally or delivered by private courier (with confirmation of delivery), five (5) business days after deposited in the United States mail, first-class prepaid registered or certified mail (return receipt requested), or when sent by facsimile (with confirmation of transmission) to the following addresses shown in **Exhibit F**. The addresses in Exhibit F may be revised by giving written notice to Company, the Lead Regulators, the Examiner, and the Escrow Agent in a manner specified in this Section 12. Whenever this Agreement calls for notice to be given by one party, then copies of that notice shall be sent to all adressees listed in Exhibit F.

13. Entire Agreement; Conflict. This Agreement sets forth the entire agreement among the parties with respect to the subject matter hereof, and, except to the extent that any provision of this Agreement conflicts with or otherwise contradicts the Settlement Agreement, this Agreement supersedes and replaces any agreement or understanding that may have existed between the parties prior to or contemporaneously with the date hereof in respect of the such subject matter expressly set forth herein. The provisions of this Agreement shall not be construed to enlarge, diminish or otherwise modify the rights and remedies of Company or Regulators under the Settlement Agreement in any manner whatsoever. In the event that any provision of this Agreement conflicts with or otherwise contradicts the Settlement Agreement, the provisions of the Settlement Agreement shall control.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding the conflict of laws principles thereof. The parties designate New York, New York, as the exclusive jurisdiction for any dispute arising hereunder, and agree that any such dispute shall be heard and determined before an appropriate federal or state court located in New York, New York. The parties acknowledge that such courts have the jurisdiction to hear and determine any such dispute, and the parties hereto waive any and all objections that they may have as to personal jurisdiction or venue in any of such courts. THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING RELATING TO THIS AGREEMENT.

15. Dispute Resolution. In the event of any disagreement among Company and any of the Lead Regulators, or between any of them and any other person or entity, resulting in adverse claims or demands being made with respect to the subject matter of the Agreement, or in the event that the Escrow Agent, in good faith, is in doubt as to any action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands and refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists. In any such event the Escrow Agent shall not be liable in any way or to any person or entity for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to so refuse to act and refrain from acting until (i) the rights of all parties having or claiming an interest in the Escrow Fund or the Escrow Account shall have been fully and finally adjudicated by a court of competent jurisdiction, or all differences and doubts shall have been resolved by agreement among all affected parties, and (ii) the Escrow Agent shall, in the case of adjudication by a court of competent jurisdiction, have received a final order, judgment or decree by such court of competent jurisdiction, which order, judgment or decree is not subject to appeal, and in the case of resolution of differences and doubts by agreement, have received a notice in writing signed by an Authorized Person setting forth in detail the agreement. The Escrow Agent shall have the option, after thirty (30) calendar days' notice to Company of its intention to do so, to file an action in interpleader requiring Company and any other persons or entities to answer and litigate any claims and rights among themselves. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by and be the obligation of Company. The rights of the Escrow Agent under this Section 15 are cumulative of all other rights which it may have by law or otherwise.

16. Amendment; Waiver. This Agreement may be amended, modified, or terminated only by written instrument or written instruments signed by the parties hereto. No act, omission or course of dealing shall be deemed to constitute an amendment, modification, or termination hereof. No waiver of any of the obligations or provisions of this Agreement shall be enforceable against any of the parties unless such waiver is executed by each of the parties hereto. Any waiver effected hereby shall not constitute a waiver of any other obligations or provisions of this Agreement.

17. Headings. The headings contained in this Agreement are provided for convenience only and form no part of this Agreement and shall not affect the construction or interpretation of this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, including each of their respective estates, trusts, legal, and personal representatives, beneficiaries, successors, heirs, and assigns. No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto, and any purported assignment without prior written consent shall be void.

19. Limitation on Damages. Neither Escrow Agent nor any other party hereto shall be liable or responsible to the other for any special, indirect, or consequential losses or damages of any kind whatsoever (including, but not limited to, lost profits, loss of clients or business, or loss of reputation), even if Escrow Agent or the other party, as the case may be, has been advised of the likelihood of such loss or damage and regardless of the form of action.

20. Severability; Validity, Parties in Interest. If any provision of this Agreement, or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and to such end the provisions of this Agreement are agreed to be severable. Nothing in this Agreement, express or implied, is intended to confer upon any person not a party to this Agreement, other than the Participating Regulators, any rights or remedies of any nature whatsoever under or by reason of this Agreement. The Participating Regulators are intentional third party beneficiaries to this Agreement and shall have the right to participate in distributions made pursuant to Section 5 of this Agreement.

21. Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by facsimile transmission. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed and delivered (by facsimile or otherwise) by all of the other parties hereto.

22. Representations of the Parties. Each of the parties hereto hereby represents and warrants that as of the date hereof: (a) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all such actions have been duly and validly authorized by all necessary proceedings; and (b) this Agreement has been duly authorized, executed, and delivered by it, and constitutes a legal, valid, and binding agreement of it.

23. Exclusive Benefit. This Agreement is for the exclusive benefit of Company, the Regulators, and the Escrow Agent, and their respective successors, and shall not be deemed to give, either expressly or impliedly, any legal or equitable right, remedy, or claim to any other person, entity, or individual whatsoever.

[Signature pages follow.]

AMERICAN INTERNATIONAL GROUP, INC.,
and its Affiliated Insurers Writing Workers Compensation Insurance

By: _____
[Name]
[Title]

DEPARTMENT OF INSURANCE OF THE STATE OF DELAWARE

By: _____
[Name]
[Title]

OFFICE OF INSURANCE REGULATION OF THE STATE OF FLORIDA

By: _____
[Name]
[Title]

DEPARTMENT OF INSURANCE OF THE STATE OF INDIANA

By: _____
[Name]
[Title]

DIVISION OF INSURANCE OF THE COMMONWEALTH OF MASSACHUSETTS

By: _____

[Name]
[Title]

DEPARTMENT OF COMMERCE OF THE STATE OF MINNESOTA

By: _____
[Name]
[Title]

INSURANCE DEPARTMENT OF THE STATE OF NEW YORK

By: _____
[Name]
[Title]

INSURANCE DEPARTMENT OF THE COMMONWEALTH OF PENNSYLVANIA

By: _____
[Name]
[Title]

DIVISION OF INSURANCE REGULATION OF THE STATE OF RHODE ISLAND

By: _____
[Name]
[Title]

[ESCROW AGENT]

By: _____
[Name]
[Title]

Table of Exhibits

Exhibit A -- Investment Guidelines

Exhibit B -- Fines and Penalties Schedule

Exhibit C -- Premium Taxes and Assessments Schedule

Exhibit D -- Escrow Agent Fees

Exhibit E -- Authorized Signers

Exhibit F -- Notice Addresses for the Parties

Exhibit A – Investment Guidelines

The Escrow Agent is hereby directed to invest the Settlement Funds in [name of money market fund or other guidance] or as otherwise directed by the Company with respect to which the daily interest rate is publicly available. The Escrow Agent shall invest the Settlement Funds on the Business Day of deposit provided that it is received on or before 1:00 p.m. (New York City time) on such Business Day. Any Settlement Funds received by the Escrow Agent after 1:00 p.m. (New York City time) shall be treated as if received on the following Business Day. For purposes of this Agreement, "Business Day" shall mean any day that the Escrow Agent is open for business.

Any investment direction contained herein may be executed through an affiliated broker dealer of the Escrow Agent and will be entitled to such usual and customary fee.

Any and all investment income shall be deposited into the Escrow Account and shall become a part of the Escrow Fund.

Exhibit B – Fines and Penalties Schedule

[Insert from Settlement Agreement]

Exhibit C – Premium Taxes and Assessments Schedule

[Insert from Settlement Agreement]

Exhibit D – Escrow Agent Fees

[List or description of permissible fees, including reimbursement for reasonable and documented out-of-pocket expenses (including those of its counsel) incurred by the Escrow Agent in the performance of its duties under the Agreement.]

Exhibit E – Authorized Signers

	NAME	SIGNATURE
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Exhibit F – Notice Addresses for the Parties

Notices provided pursuant to Section 12 of the Escrow Agreement shall be provided to the following addresses:

[Escrow Agent]
[address and fax number]

American International Group, Inc.
[address and fax number]

Department of Insurance of the State of Delaware
[address and fax number]

Office of Insurance Regulation of the State of Florida
[address and fax number]

Department of Insurance of the State of Indiana
[address and fax number]

Division of Insurance of the Commonwealth of Massachusetts
[address and fax number]

Department of Commerce of the State of Minnesota
[address and fax number]

Insurance Department of the State of New York
[address and fax number]

Insurance Department of the Commonwealth of Pennsylvania
[address and fax number]

Division of Insurance Regulation of the State of Rhode Island
[address and fax number]

Examiner:
J. David Leslie
160 Federal Street
Boston, MA 02110-1700
617-542-7437 (FAX)

RSA - Exhibit C - Premium Reallocation Schedule

AIG - Workers Compensation Moving Premium
Legacy and Pre-Legacy Combined
Divisions 50 and 55
$0 WC Moving Premium in Monopolistic States, Div 50 VA/VT adjusted

	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	Total
AK	(63,082)	639,011	1,626,919	716,094	312,649	667,207	2,135,217	(2,140,348)	71,114	(309,630)	(234,340)	726,129	(162,884)	229,151	(16,033)	79,326	(108,976)	(19,792)	3,901	(36,369)	64,270	(42,199)	73,272	4,210,607
AL	3,586,470	3,579,754	8,815,178	6,278,243	8,237,217	3,781,714	6,104,294	7,115,710	(4,820,917)	(815,576)	(739,200)	(271,593)	(388,352)	(615,556)	(1,341,938)	205,701	445,015	1,212,184	(630,892)	2,683	(2,956,367)	(1,812,921)	1,007,957	35,978,810
AR	263,249	841,152	2,647,852	2,566,316	3,692,302	2,504,981	5,021,074	9,749,218	(2,722,006)	525,099	418,007	137,078	219,856	(375,578)	(269,447)	(910,462)	(732,779)	789,422	(579,152)	(10,574)	(241,053)	(2,647)	(198,798)	23,333,108
AZ	974,755	10,225,875	6,273,659	4,348,420	14,911,647	7,151,893	13,189,721	1,880,069	(2,910,854)	2,921,142	7,991,045	(359,832)	(3,891,571)	118,988	(570,571)	(8,260,803)	259,551	(25,265)	(2,417,006)	384,950	(483,676)	(950,045)	(2,659,739)	48,102,354
CA	7,188,789	15,457,887	36,444,615	21,720,903	35,498,449	52,536,366	45,555,751	25,584,520	34,767,203	23,856,694	59,265,060	26,025,860	(28,131,844)	17,697,339	4,887,487	(5,196,824)	(11,066,604)	12,037,311	(1,460,624)	4,304,714	(11,475,313)	(5,013,446)	(9,649,970)	350,834,324
CO	1,937,570	1,293,396	5,763,912	(272,342)	4,927,748	1,773,841	2,595,668	3,921,414	1,093,933	2,518,084	98,981	900,648	(391,446)	(677,490)	680,027	(392,897)	(354,501)	(629,579)	(205,200)	(17,434)	(1,456,337)	(369,915)	(1,377,120)	21,420,960
CT	1,008,840	2,132,973	3,733,356	3,033,463	2,735,448	5,178,930	2,395,581	5,238,664	1,057,207	(1,123,494)	749,128	1,056,449	474,349	(416,889)	(139,342)	(347,016)	(531,175)	542,452	477,617	(867,140)	(362,274)	(643,650)	(1,521,516)	23,861,960
DC	834,421	441,723	390,878	(140,100)	(160,328)	416,407	748,154	700,679	1,907,268	960,469	(422,143)	(1,495,456)	25,779	56,459	(21,898)	(1,213,258)	256,831	1,764	(6,485)	14,274	51,360	(18,204)	(278,129)	3,050,464
DE	228,158	853,145	1,368,373	1,041,223	(385,522)	3,215,617	2,168,236	439,899	477,056	658,179	(99,273)	(129,302)	174,386	(145,080)	(7,308)	355,803	(24,274)	63,515	20,926	(108,785)	(231,754)	(238,385)	(569,128)	9,125,704
FL	7,369,563	13,564,305	21,648,653	16,111,287	19,698,206	15,816,155	18,866,913	14,552,809	4,642,765	2,620,528	(5,310,640)	59,277	(2,114,778)	(2,869,690)	(1,426,182)	(4,759,016)	(691,261)	(3,050,506)	1,257,678	(816,421)	(2,131,024)	(3,297,725)	(6,956,675)	102,784,218
GA	1,731,557	5,393,474	5,781,128	3,236,643	6,975,156	8,662,391	4,412,344	6,074,708	1,526,940	811,281	(488,942)	768,298	334,210	(307,060)	(1,838,236)	400,467	(1,111,587)	1,529,084	(534,790)	(152,128)	(124,516)	(1,380,431)	(3,121,326)	38,578,667
HI	(6,078)	991,904	333,925	781,398	585,942	339,390	3,358,659	1,927,214	2,943,643	(60,757)	384,241	(280,528)	(747,382)	1,546,802	(760,494)	(1,783,750)	(391,692)	553	(489,970)	439,125	415,184	(837,987)	(255,711)	8,433,632
IA	676,166	2,147,868	2,447,696	1,663,165	1,898,907	2,465,238	5,823,973	1,945,832	222,200	1,574,500	(236,192)	458,581	85,706	(206,678)	70,880	(772,362)	(357,242)	(206,564)	202,047	183,905	(97,873)	(214,502)	(480,203)	19,295,047
ID	940,101	813,458	2,954,364	2,690,312	5,009,704	964,856	2,789,338	719,151	1,065,059	1,049,472	83,162	(2,710,840)	(37,038)	620,814	(891,543)	(4,356,117)	(338,922)	8,524	1,369,335	(16,331)	97,411	(32,156)	(151,568)	12,640,547
IL	3,658,094	12,387,367	16,126,828	8,761,055	21,912,030	8,386,070	12,826,259	21,862,567	(4,249,400)	848,017	(56,421)	2,620,957	(1,729,606)	(3,701,925)	(9,384,549)	607,783	(1,400,990)	(670,688)	2,922,668	(362,311)	(1,921,470)	(2,918,699)	(2,143,554)	84,380,081
IN	312,492	2,216,852	3,979,825	3,558,311	4,832,948	2,107,924	2,201,569	4,509,519	1,614,792	1,722,963	(2,499,212)	1,646,478	(574,301)	(650,446)	(1,358,129)	(643,238)	393,006	25,974	(170,671)	(719,035)	221,196	23,652	(197,820)	22,554,649
KS	2,690,326	1,319,869	2,481,651	1,713,829	2,482,804	2,444,396	3,556,384	(497,493)	80,363	1,213,810	577,094	213,713	(1,570,023)	178,457	(477,509)	(2,303,527)	(298,643)	(59,842)	(119,220)	112,135	(903,608)	137,390	(401,412)	12,570,945
KY	372,882	4,004,470	2,782,574	3,342,221	11,871,288	(5,497,312)	841,987	2,316,892	543,581	479,899	420,962	774,061	(709,535)	(561,830)	59,209	(1,529,740)	39,608	123,627	39,329	16,404	(487,480)	(1,441,655)	(840,969)	16,960,473
LA	7,657,621	9,042,860	9,608,788	7,403,175	11,396,901	2,461,256	619,308	1,606,065	837,085	3,223,389	(4,379,009)	281,957	(2,964,965)	(1,157,344)	2,984,682	(3,875,812)	1,107,444	6,355,584	3,630,318	(649,386)	(2,528,974)	(1,384,692)	(1,152,119)	51,124,131
MA	1,197,899	6,143,283	10,131,107	5,965,964	12,453,747	7,696,077	7,091,695	5,834,671	9,453,916	3,138,079	(348,122)	863,558	(928,495)	(466,251)	(2,747,885)	(434,102)	(2,370,150)	1,210,378	(177,512)	(542,560)	(1,428,201)	(1,473,831)	(5,534,024)	54,729,241
MD	1,910,066	3,665,505	5,344,382	2,567,945	7,910,755	8,555,785	3,703,568	5,570,996	5,615,566	6,907,252	1,325,905	1,712,968	(504,564)	(391,411)	500,373	(3,353,898)	(944,588)	894,711	(78,001)	(225,048)	(1,090,206)	(448,642)	(3,762,562)	45,386,857
ME	309,765	2,269,069	3,772,618	461,291	619,037	718,064	634,007	(217,739)	1,408,972	(64,207)	(22,407)	117,653	132,637	(765,165)	(300,404)	(345,740)	(9,340)	43,832	(6,279)	4,028	(69,064)	191,505	(45,500)	8,836,633
MI	667,975	7,655,514	24,585,557	7,295,240	11,472,322	10,744,407	11,504,854	20,430,422	(4,802,278)	(3,614,532)	5,206,099	72,152	(5,160,804)	(5,848,564)	(2,126,590)	(1,164,527)	2,404,355	624,764	(251,667)	(146,901)	(2,395,924)	(178,245)	(4,121,007)	72,852,622
MN	1,843,641	4,861,038	4,933,492	775,253	3,401,941	3,069,001	1,365,734	7,184,126	1,296,679	1,852,738	(378,301)	(21,064)	222,181	(670,205)	(1,520,163)	(321,227)	(270,217)	62,418	2,267,410	(143,749)	(477,444)	(2,215,196)	(677,831)	26,440,257
MO	1,459,713	3,375,517	3,577,654	4,023,385	3,609,331	2,639,444	7,551,458	1,154,487	1,999,707	1,946,185	929,070	4,064,431	(3,816,839)	(1,217,507)	(1,480,968)	(4,319,452)	161,803	389,726	(713,568)	(294,602)	(973,902)	(623,890)	(121,590)	23,319,593
MS	1,955,578	4,898,603	1,763,137	309,593	1,607,608	2,365,205	1,372,930	328,238	(506,140)	2,696,141	204,506	111,325	(529,226)	(24,631)	(386,570)	(89,761)	(28,991)	182,501	(180,954)	541	(967,265)	(249,964)	(1,238,171)	13,594,232
MT	1,344,616	702,199	1,456,616	919,121	421,189	320,878	160,780	(381,661)	(1,323,842)	149,761	954,642	3,072,762	(285,440)	147,387	270,064	421,224	20,434	(180,924)	124,154	244,483	(123,593)	(1,687,669)	38,885	6,786,077
NC	306,782	1,787,673	4,474,057	3,900,558	7,554,877	4,459,167	2,847,303	2,521,923	598,963	1,731,299	1,369,899	(1,261,764)	(674,479)	169,043	(583,538)	(1,149,933)	(939,241)	2,928,695	883,369	(336,885)	(453,118)	82,795	(383,308)	29,834,138
ND	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NE	1,759,618	706,738	2,136,581	(1,383)	745,930	1,410,884	(351,489)	(607,258)	(354,008)	1,183,395	1,509,239	(767,194)	(650,537)	8,512	793,438	(703,579)	155,135	239,170	29,505	30,392	(69,414)	716,817	(455,267)	7,465,224
NH	384,690	618,531	463,462	690,538	1,186,475	3,363,658	2,137,853	1,592,437	(77,641)	(81,091)	(14,224)	(64,941)	(197,338)	(257,060)	109,499	(425,051)	(57,222)	11,457	92,345	(153,529)	(106,037)	(1,332,374)	(4,233)	7,880,205
NJ	5,161,307	18,142,239	6,302,561	5,665,771	11,794,352	11,391,272	12,966,666	12,044,629	17,212,052	3,892,688	(869,449)	(4,965,383)	(1,450,972)	(2,049,920)	(135,392)	(618,284)	(875,401)	242,402	(2,884,496)	330,688	(2,831,161)	(7,532,224)	(6,121,178)	74,812,768
NM	(308,925)	845,669	3,059,699	2,730,109	8,144,573	3,205,273	(2,946,158)	463,272	674,865	(772,008)	535,491	(133,635)	(911,461)	397,427	364,556	(387,291)	(10,571)	66,267	4,780	(462,397)	16,357	(220,139)	(163,095)	14,192,658
NV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NY	4,495,825	19,302,617	1,879,437	2,058,524	22,027,344	8,211,957	26,726,808	15,840,586	35,768,075	38,044,739	27,294,947	8,490,741	(4,670,109)	6,529,256	(4,093,980)	(9,746,906)	(2,253,594)	591,571	(1,050,766)	900,375	(1,562,789)	(7,545,318)	(12,768,716)	174,470,623
OH	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OK	2,059,232	3,096,945	5,651,532	5,448,663	9,592,479	1,308,663	6,260,484	2,545,255	9,502,705	18,751,716	12,139,255	2,045,420	(4,455,105)	7,259,535	(1,677,958)	(6,391,916)	(1,323,261)	(2,241,662)	(2,458,967)	432,575	(568,022)	1,311,095	(9,762,922)	58,525,741
OR	1,850,684	2,905,737	4,025,636	4,908,012	2,480,854	1,015,184	1,690,804	581,424	4,345,406	3,072,671	2,937,003	1,927,114	(1,588,139)	2,950,226	(661,188)	(1,821,222)	(7,093)	(1,309,775)	(136,483)	164,762	647,395	(25,956)	(4,753,109)	25,199,945
PA	8,705,155	15,816,607	28,828,931	20,280,362	16,214,116	29,557,644	26,056,410	33,867,954	28,679,983	3,589,580	3,952,418	(655,070)	(1,223,562)	(12,882,915)	(758,737)	(14,052,887)	(4,562,280)	3,037,917	(984,516)	(467,815)	(2,430,343)	(2,605,951)	(5,410,001)	172,553,001
RI	555,596	547,613	3,757,459	3,250,248	450,123	6,787,497	3,120,532	8,127,053	1,126,861	730,975	(123,724)	(529,724)	(196,386)	(453,517)	(93,842)	(805,374)	(78,150)	(405,683)	(29,884)	(246,448)	(357,052)	553,208	(317,141)	25,370,242
SC	7,258	2,725,339	1,198,113	2,935,174	2,891,556	3,651,041	680,825	362,024	(248,737)	84,034	(693,763)	(260,507)	608,701	11,076	(428,890)	(301,401)	52,676	450,445	100,005	133,237	(487,885)	(458,693)	(928,822)	12,082,807
SD	(86,625)	216,809	22,704	(267,670)	123,477	(130,531)	(1,488,578)	(984,236)	162,122	649,928	82,443	(184,449)	(127,157)	(192,350)	(20,184)	(154,402)	(68,132)	172	7,627	19,740	(17,691)	962	(724,763)	(3,180,781)
TN	590,299	1,490,338	2,133,017	2,575,626	4,292,191	6,075,197	4,071,423	6,682,726	(329,104)	354,729	1,011,140	(107,145)	1,319,633	(425,811)	733,260	(1,304,184)	(141,322)	2,285,086	(153,463)	103,536	(97,011)	(578,404)	(1,846,303)	28,735,453
TX	11,905,252	46,716,798	53,039,498	39,387,320	63,476,170	41,866,544	14,541,635	27,943,298	25,340,015	6,285,049	(6,731,252)	1,263,017	1,632,314	(10,523,076)	(2,309,468)	(4,793,936)	923,533	7,424,909	842,272	1,120,152	(17,868,943)	(779,080)	(13,396,411)	287,305,610
UT	70,383	875,769	598,432	238,997	877,377	742,430	749,129	314,585	616,457	2,944,548	291,193	165,188	(340,127)	749,195	(286,309)	(432,569)	(106,787)	(20,719)	(248,916)	81,928	168,768	194,011	(471,725)	7,771,240
VA	1,934,906	2,280,584	3,223,489	3,030,530	4,661,539	4,826,901	5,078,664	7,341,952	4,033,174	273,112	1,513,512	443,696	(5,092,417)	103,370	98,760	(2,144,703)	(856,325)	526,363	(535,011)	(1,636,258)	(1,260,422)	(169,176)	(2,118,478)	25,557,763
VT	(2,055,537)	9,388,164	1,814,648	44,038	(558,434)	388,078	(264,654)	543,264	373,634	497,149	620,683	391,474	86,901	(62,350)	(59,361)	(424,535)	206,272	2,045	(1,624)	(2,469)	13,606	24,376	(106,561)	10,859,008
WA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WI	1,003,979	3,696,241	2,377,071	2,364,057	1,529,901	5,104,367	955,077	(2,931,559)	1,065,809	3,160,993	3,069,511	2,349,872	409,161	3,419,719	(697,807)	(2,656,702)	161,657	(333,323)	(1,194,253)	196,083	(441,363)	(1,864)	(1,888,035)	20,718,591
WV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	90,391,026	252,078,483	315,761,061	210,110,883	355,414,325	284,721,407	271,428,183	263,659,959	179,780,443	140,078,991	111,288,019	48,562,428	(70,491,069)	(5,723,542)	(27,320,177)	(92,558,097)	(25,743,987)	34,750,503	(3,425,073)	806,139	(58,783,020)	(45,490,065)	(107,956,397)	2,121,340,425
W/C	90,391,026	252,078,483	315,761,061	210,110,883	355,414,325	284,721,407	271,428,183	263,659,959	179,780,443	140,078,991	111,288,019	48,562,428	(70,491,069)	(5,723,542)	(27,320,177)	(92,558,097)	(25,743,987)	34,750,503	(3,425,073)	806,139	(58,783,020)	(45,490,065)	(107,956,397)	2,121,340,425
G/L	(73,448,303)	(205,710,805)	(228,139,149)	(165,953,249)	(306,378,342)	(253,122,100)	(281,722,215)	(301,131,260)	(251,769,711)	(200,366,460)	(106,541,244)	(44,359,526)	65,299,933	(965,126)	25,174,520	87,184,691	25,153,365	(24,569,844)	4,703,482	4,894,183	62,554,164	48,148,740	108,161,052	(2,012,903,204)
A/L	(16,942,733)	(46,367,620)	(87,621,933)	(44,157,658)	(49,036,001)	(31,599,224)	10,294,052	37,471,242	71,989,317	60,287,371	(4,746,738)	(4,202,914)	5,191,157	6,688,655	2,145,660	5,373,419	590,633	(10,180,660)	(1,278,417)	(5,700,285)	(3,771,150)	(2,658,665)	(204,649)	(108,437,145)
Net	(10)	57	(22)	(24)	(17)	83	19	(59)	48	(98)	37	(12)	21	(13)	3	13	11	(1)	(8)	37	(6)	10	6	75

AIG - General Liability Moving Premium
Legacy (Average Method) and Pre-Legacy Combined
Divisions 50 and 55
Div 50 VA/VT adjusted in Milliman Method
Adjustment for low loss ratio GL contracts

	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	Total
AK	(79,969)	(300,158)	(1,059,804)	(498,654)	(834,442)	(610,751)	(858,665)	(199,634)	(6,769)	(339,187)	(211,207)	(134,621)	156,889	(82,782)	437,951	41,316	18,818	(3,165)	2,171	(11,894)	5,154	31,955	72,651	(4,464,798)
AL	(1,498,251)	(1,714,999)	(3,027,660)	(3,448,802)	(5,050,387)	(3,274,275)	(6,668,213)	(5,178,060)	(1,438,591)	(923,930)	(1,004,515)	760,243	1,513,768	214,466	(60,070)	(1,093,562)	513,802	(1,002,648)	330,341	86,447	1,013,865	556,558	(279,345)	(30,673,819)
AR	(106,299)	(193,719)	(1,640,669)	(3,090,859)	(2,407,621)	(1,079,620)	(1,953,622)	(5,159,863)	1,196,810	(790,914)	(747,403)	(335,351)	(129,011)	603,082	635,496	650,074	165,849	(475,510)	367,744	(14,161)	305,739	469,898	603,876	(13,126,053)
AZ	(726,577)	(5,362,184)	(3,514,097)	(2,259,475)	(5,367,995)	(2,082,700)	(6,596,693)	(4,534,309)	(3,804,660)	(2,610,984)	(3,534,003)	(1,282,911)	280,862	(135,317)	278,276	1,524,953	279,447	(54,763)	518,280	71,550	672,233	574,598	1,861,244	(35,805,225)
CA	(5,788,938)	(17,837,749)	(26,659,204)	(17,213,241)	(32,446,368)	(40,815,199)	(28,833,052)	(34,688,816)	(46,409,452)	(39,518,478)	(29,604,107)	(11,817,670)	14,361,380	(8,658,143)	2,019,744	11,294,061	6,604,852	(7,029,634)	685,821	2,775,111	11,781,452	5,244,519	13,925,071	(278,628,040)
CO	(1,521,310)	(1,787,441)	(4,208,176)	(1,096,583)	(2,743,799)	(2,751,192)	(2,993,771)	(3,255,560)	(1,208,869)	(1,238,326)	(1,737,407)	(373,460)	352,891	(62,509)	(205,184)	520,060	122,999	150,179	1,170,662	120,323	1,140,096	375,498	1,507,924	(19,722,956)
CT	(1,170,089)	(2,828,858)	(3,527,654)	(4,287,272)	(5,329,677)	(5,734,458)	(7,827,370)	(5,789,437)	(4,269,329)	(3,665,419)	(2,658,561)	(986,142)	2,074,068	66,909	2,078,225	1,398,204	623,226	(479,483)	(1,043,906)	(23,569)	1,069,303	893,146	1,838,501	(39,519,641)
DC	(404,878)	(586,553)	(897,584)	(652,297)	(355,587)	(963,172)	(1,170,736)	(1,272,179)	(1,813,157)	(1,005,224)	(469,819)	(288,762)	283,718	(43,388)	89,251	1,328,632	(27,487)	(46,991)	22,670	147,103	169,495	349,532	703,764	(6,903,650)
DE	(222,808)	(797,611)	(1,183,937)	(762,153)	(1,298,914)	(1,787,005)	(2,266,232)	(1,794,801)	(1,848,898)	(1,211,603)	(687,361)	(481,156)	91,491	(179,887)	57,576	1,354,849	311,228	(77,380)	893	(20,377)	191,012	135,240	249,182	(17,228,651)
FL	(3,967,040)	(9,422,573)	(12,045,684)	(7,722,980)	(11,915,930)	(16,379,919)	(13,207,536)	(9,349,731)	(3,388,883)	(4,442,944)	(217,941)	(1,872,027)	3,738,793	226,189	1,353,592	3,283,873	1,961,833	1,654,411	(326,198)	481,142	2,897,478	3,125,509	6,623,844	(68,912,722)
GA	(1,069,975)	(4,667,624)	(3,753,050)	(2,730,151)	(6,155,514)	(6,953,987)	(5,525,818)	(7,580,756)	(3,106,412)	(1,516,800)	(923,589)	(684,455)	1,176,535	395,026	311,669	1,670,631	383,694	(638,766)	92,822	48,602	672,620	1,570,758	2,725,493	(36,159,047)
HI	(60,165)	(443,893)	(552,970)	(740,450)	(1,185,598)	(676,317)	(1,677,052)	(1,939,653)	(2,301,026)	(838,665)	(643,997)	55,612	354,392	(495,948)	346,921	427,551	68,907	(20,392)	289,132	240,857	241,044	30,008	589,575	(8,932,127)
IA	(551,921)	(1,065,281)	(1,589,267)	(1,160,422)	(2,152,562)	(2,356,525)	(1,587,825)	(2,050,705)	(37,245)	(931,374)	703,809	(301,493)	42,920	171,505	(53,378)	327,746	251,197	79,688	(394,552)	45,973	145,264	85,232	555,702	(11,833,516)
ID	(448,500)	(425,568)	(916,919)	(884,755)	(1,075,389)	(324,656)	(1,285,069)	(807,661)	(1,376,758)	(694,722)	(577,013)	697,052	457,336	(223,142)	570,909	1,594,899	200,730	(14,618)	(736,462)	273	70,160	(24,343)	98,796	(6,125,419)
IL	(3,386,193)	(10,966,356)	(10,850,007)	(9,417,839)	(18,515,824)	(10,450,093)	(15,992,636)	(19,721,913)	(3,605,078)	(10,635,814)	(4,267,937)	(2,514,976)	5,363,770	329,413	2,940,557	6,860,799	2,046,090	(524,318)	(431,215)	576,553	4,253,825	2,996,116	10,415,376	(85,497,701)
IN	(514,066)	(2,542,640)	(4,479,409)	(1,856,982)	(7,343,984)	(2,685,505)	(1,910,879)	(4,340,785)	(3,302,644)	(1,486,642)	(431,526)	820	759,536	156,105	1,884,852	263,325	(203,550)	23,298	68,760	246,268	(143,406)	1,152,774	658,032	(26,028,248)
KS	(1,146,399)	(689,329)	(1,969,274)	(1,345,022)	(2,288,775)	(2,193,629)	(2,873,710)	(1,868,612)	(3,075,379)	(1,115,580)	(342,261)	(92,463)	633,990	117,278	981,170	751,910	(34,706)	135,717	41,960	13,709	219,593	(93,942)	898,474	(15,335,277)
KY	(972,117)	(2,613,345)	(1,711,943)	(1,685,651)	(6,105,799)	1,039,714	(987,797)	(1,900,726)	(846,937)	(1,949,780)	(481,129)	(726,939)	278,741	300,553	242,973	490,694	85,240	(69,888)	3,157	15,993	411,502	118,594	3,080,300	(13,984,588)
LA	(8,020,467)	(4,901,427)	(8,081,525)	(5,632,957)	(10,071,694)	(4,972,232)	(5,735,657)	(3,425,736)	3,659,319	(2,374,847)	2,927,274	(1,371,145)	1,170,990	2,316,624	(1,064,085)	4,220,542	242,978	(5,790,862)	(1,324,843)	(768,991)	861,527	865,535	1,209,227	(46,062,451)
MA	(1,619,984)	(8,167,025)	(6,918,555)	(3,213,291)	(11,444,578)	(9,782,691)	(10,042,139)	(12,599,330)	(9,338,177)	(6,178,892)	(1,757,820)	(1,057,793)	1,474,776	264,916	1,047,753	1,701,023	1,394,340	(367,746)	166,702	165,840	1,630,536	2,230,567	3,965,616	(68,445,954)
MD	(1,079,099)	(2,467,507)	(2,908,692)	(1,985,404)	(6,130,596)	(4,884,332)	(6,035,137)	(5,567,797)	(4,763,419)	(3,532,965)	(379,321)	(563,011)	(125,545)	732,860	(1,078,301)	2,917,704	(65,343)	(454,420)	16,883	466,646	1,168,638	792,109	2,825,556	(33,100,495)
ME	(368,457)	(943,732)	(1,418,772)	(403,358)	(932,529)	(336,826)	(542,391)	(524,755)	(931,351)	(356,322)	(183,949)	(19,726)	(98,378)	623,597	(29,265)	162,582	182,029	(21,008)	8,550	21,899	39,689	38,982	83,310	(5,950,182)
MI	(2,232,867)	(5,663,505)	(13,572,327)	(3,658,523)	(8,467,189)	(7,670,824)	(10,395,248)	(11,879,072)	(5,859,948)	(3,689,809)	(1,307,827)	(579,108)	3,115,476	865,091	1,143,801	788,908	(849,668)	(473,185)	113,617	(128,866)	1,793,459	1,484,977	3,691,056	(63,431,580)
MN	(436,977)	(2,871,177)	(3,524,674)	(1,168,885)	(2,093,145)	(5,676,982)	(1,841,134)	(4,793,252)	(2,623,395)	(1,986,267)	(792,645)	(235,710)	736,014	163,479	1,081,855	986,317	202,103	(26,584)	(698,018)	(225,998)	664,352	2,251,446	1,018,030	(21,892,244)
MO	(926,326)	(2,507,649)	(3,011,426)	(2,957,528)	(6,686,288)	(3,610,618)	(7,200,805)	(5,388,788)	(5,682,497)	(2,774,650)	(762,609)	(2,624,542)	1,631,391	400,105	(1,977,695)	1,826,796	745,519	(861,764)	532,862	(501,177)	1,468,294	(252,089)	843,862	(40,277,623)
MS	(1,047,790)	(2,045,099)	(858,228)	(1,331,768)	(1,607,821)	(2,739,267)	(2,322,452)	(1,869,648)	(1,071,547)	(2,079,581)	(713,476)	29,938	11,912	319,705	284,874	820,046	1,196,090	(71,830)	74,058	(21,031)	519,847	174,515	426,680	(13,921,876)
MT	(701,408)	(172,614)	(763,847)	668,546	(307,109)	(301,924)	139,820	(685,605)	(50,028)	(102,158)	(432,510)	(519,447)	300,103	(165,333)	16,200	(315,797)	24,901	59,244	(64,805)	116,121	230,643	176,136	(141,131)	(2,992,002)
NC	(363,066)	(1,710,356)	(2,466,881)	(3,922,030)	(3,489,210)	(2,570,353)	(5,799,241)	(3,310,643)	(2,177,946)	(2,332,732)	(1,427,931)	852,227	387,502	791,273	(27,180)	20,480	336,046	(691,919)	(267,431)	(172,206)	691,621	720,568	(539,239)	(27,468,646)
ND	30,839	(47,981)	(62,905)	(43,603)	(128,055)	(47,393)	167,408	(256,316)	(362,552)	(205,430)	(140,117)	6,465	(83,796)	(5,723)	6,947	(506)	4,953	(1,807)	709	(2,070)	11,359	18,262	41,553	(1,099,759)
NE	(1,026,755)	(754,512)	(976,565)	(360,470)	(626,654)	(986,923)	(733,609)	(1,570,189)	(897,029)	(746,214)	(1,138,152)	(459,662)	88,451	(11,134)	243,052	560,766	76,043	(155,640)	(72,838)	(8,363)	113,271	(869,211)	427,152	(9,885,187)
NH	(160,842)	(915,560)	(1,673,663)	(1,418,656)	(918,237)	(846,506)	(1,902,787)	(1,661,405)	(483,568)	(635,218)	(318,249)	(535,514)	254,937	197,811	179,482	(331,693)	(4,991)	(93,019)	11,029	105,220	199,960	420,377	19,071	(10,512,021)
NJ	(3,527,899)	(14,842,702)	(9,214,511)	(9,478,232)	(17,473,548)	(13,046,693)	(19,469,887)	(15,403,375)	(17,354,564)	(5,331,344)	(4,130,841)	261,731	4,116,009	2,650,081	1,527,960	2,901,531	1,259,216	(423,472)	1,117,607	443,858	3,336,628	4,930,872	7,082,409	(100,069,165)
NM	(99,023)	(687,096)	(1,533,795)	(968,899)	(4,544,487)	(924,408)	(685,132)	(2,210,274)	11,113	(586,780)	(447,032)	(29,534)	202,131	(212,963)	(48,355)	191,884	53,418	17,789	14,580	(254,275)	90,711	72,179	144,400	(12,433,851)
NV	(362,170)	(477,345)	(1,402,888)	(113,366)	(250,564)	(2,859,978)	(1,301,515)	(2,576,632)	(2,546,694)	(2,636,375)	(456,853)	(1,092,772)	(1,119,316)	(242,847)	26,734	952,785	260,837	(65,012)	139,092	59,458	383,461	104,846	655,618	(14,921,496)
NY	(6,194,310)	(29,861,053)	(19,975,570)	(17,003,008)	(39,100,982)	(20,692,413)	(34,504,570)	(31,086,905)	(43,962,481)	(40,694,753)	(16,915,531)	(5,311,800)	8,693,953	(3,064,576)	3,892,483	15,203,230	2,043,853	(1,121,139)	727,469	1,588,457	4,645,493	8,871,762	8,395,752	(255,426,641)
OH	(2,218,075)	(4,821,778)	(5,018,758)	(5,570,428)	(3,411,663)	(6,128,231)	(8,556,354)	(6,644,584)	(3,819,716)	(2,844,797)	(2,605,686)	(917,831)	553,767	881,046	(686,622)	3,098,957	510,493	(262,153)	196,437	(255,864)	777,329	912,326	1,383,940	(45,448,244)
OK	(491,815)	(2,099,344)	(2,140,916)	(1,674,468)	(5,938,466)	676,361	(3,383,114)	(4,744,359)	(7,660,587)	(11,986,140)	(5,617,150)	(2,788,284)	1,969,129	(4,807,841)	1,038,484	2,656,206	(473,186)	733,530	1,530,875	482,805	(325,275)	(48,997)	3,086,282	(42,006,268)
OR	(1,304,376)	(2,186,298)	(2,623,564)	(2,109,259)	(1,812,027)	(865,183)	(2,088,867)	(2,017,254)	(2,840,476)	(2,303,306)	(2,113,417)	(587,709)	439,859	(1,287,060)	766,537	2,831,784	184,631	14,522	51,995	166,843	1,226,073	282,141	2,132,582	(16,041,830)
PA	(4,022,104)	(12,331,595)	(18,718,932)	(13,102,561)	(14,670,259)	(18,216,380)	(21,480,416)	(22,931,432)	(19,078,296)	(6,761,978)	(3,176,585)	1,550,806	1,134,818	2,723,134	647,290	4,627,475	2,627,080	(686,619)	(1,484)	(326,065)	2,085,610	1,337,201	6,887,711	(131,883,580)
RI	(338,004)	(232,729)	(1,006,874)	(1,331,060)	(904,720)	(3,377,336)	(1,901,675)	(2,353,345)	(1,619,034)	(609,431)	274,429	17,694	66,957	300,423	89,096	(2,930)	154,531	66,954	26,539	(33,426)	494,310	126,787	356,125	(11,736,720)
SC	(94,073)	(1,875,422)	(1,039,880)	(1,178,296)	(1,991,846)	(414,756)	(1,150,778)	(2,436,624)	(1,473,347)	(110,932)	(465,085)	(270,536)	59,496	(231,915)	166,415	299,165	67,473	(316,370)	(19,419)	175,850	247,266	74,393	919,846	(11,059,377)
SD	(38,965)	(120,545)	(205,844)	(44,710)	(33,669)	(107,318)	(1,067,396)	(312,517)	(296,963)	(146,677)	(116,404)	(29,284)	40,032	27,389	13,989	87,018	12,494	(6,601)	(5,064)	9,893	29,402	35,906	102,045	(2,171,788)
TN	(438,158)	(1,646,009)	(1,740,949)	(2,511,007)	(3,332,504)	(3,603,376)	(4,945,880)	(4,882,074)	(1,919,969)	(1,076,148)	(728,205)	(299,487)	(420,961)	715,966	210,306	1,074,563	662,182	(1,163,884)	18,072	(25,370)	768,143	794,727	1,234,259	(23,255,762)
TX	(8,788,778)	(25,399,774)	(25,975,285)	(17,926,679)	(36,001,076)	(25,696,799)	(11,133,140)	(24,807,112)	(22,098,315)	(11,066,657)	(7,929,111)	(928,478)	4,367,660	4,559,907	3,524,281	2,932,580	282,984	(3,340,456)	924,304	(141,222)	11,266,511	2,590,904	10,073,090	(180,710,662)
UT	(671,911)	(884,910)	(636,181)	(478,259)	(1,083,840)	(709,535)	(598,733)	(1,437,089)	(1,516,405)	(2,159,352)	(864,132)	(431,958)	297,098	(400,476)	113,231	440,707	35,550	(23,394)	70,635	(394,347)	143,447	130,291	229,772	(10,829,693)
VA	(1,428,896)	(2,364,107)	(2,542,005)	(2,251,774)	(4,395,714)	(5,765,217)	(6,097,020)	(6,717,763)	(5,680,242)	(146,021)	(2,001,873)	(717,536)	2,587,476	(445,475)	126,208	1,287,475	363,269	(216,102)	262,906	153,118	1,190,229	664,523	1,733,939	(32,400,605)
VT	181,371	(3,628,909)	(1,150,996)	(649,823)	(340,688)	(618,016)	(367,302)	(531,768)	(589,352)	(1,243,287)	(405,887)	(157,156)	84,410	8,996	35,595	73,773	224,593	(11,183)	(2,548)	52,075	107,043	25,817	172,801	(8,730,444)
WA	(562,010)	(2,193,383)	(927,255)	(1,487,913)	(1,925,725)	(1,948,171)	(1,760,589)	(2,044,526)	(3,111,415)	(1,655,194)	(622,734)	(1,124,486)	895,855	64,579	209,869	880,023	205,908	(87,147)	33,602	(251,189)	525,039	150,608	2,467,858	(14,268,395)
WI	(917,755)	(2,196,344)	(2,131,404)	(1,493,685)	(2,394,862)	(3,345,306)	(3,486,174)	(1,786,819)	(3,611,012)	(6,362,386)	(3,888,863)	(3,127,698)	647,686	(1,017,166)	868,875	1,170,958	(1,661)	(291,257)	504,476	(183,116)	149,961	699,891	981,850	(31,211,809)
WV	(186,940)	(218,730)	(185,034)	(285,408)	(1,212,250)	(680,450)	(800,931)	(1,010,029)	(829,461)	(542,570)	32,902	(683,349)	(352,817)	(179,191)	(1,090,337)	403,278	(186,587)	(40,555)	(46,365)	(215,167)	882,959	733,297	24,989	(6,668,746)
WY	(355,720)	(228,706)	(143,138)	(12,895)	(82,183)	(282,731)	(482,695)	(231,046)	(549,080)	(190,860)	(99,889)	(236,133)	280,788	(199,817)	4,516	27,047	9,018	(2,491)	1,217	(4,057)	20,199	15,444	36,582	(2,706,631)
Totals	(73,448,303)	(205,710,805)	(228,139,149)	(165,953,249)	(306,378,342)	(253,122,100)	(281,722,215)	(301,131,260)	(251,769,711)	(200,366,460)	(106,541,244)	(44,359,526)	65,299,933	(965,126)	25,174,520	87,184,691	25,153,365	(24,569,844)	4,703,482	4,894,183	62,554,164	48,148,740	108,161,052	(2,012,903,204)
G/L	(73,448,303)	(205,710,805)	(228,139,149)	(165,953,249)	(306,378,342)	(253,122,100)	(281,722,215)	(301,131,260)	(251,769,711)	(200,366,460)	(106,541,244)	(44,359,526)	65,299,933	(965,126)	25,174,520	87,184,691	25,153,365	(24,569,844)	4,703,482	4,894,183	62,554,164	48,148,740	108,161,052	(2,012,903,204)
																								(2,012,903,204)

AIG - Auto Liability Moving Premium
Legacy (Average Method) and Pre-Legacy Combined
Divisions 50 and 55
Div 50 VA/VT adjusted
Adjustment for low loss ratio AL contracts

	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	Total
AK	(136,934)	(290,032)	(351,690)	(118,348)	(14,913)	(57,741)	(1,042,821)	1,161,378	159,411	113,193	(2,434)	(7,304)	17,102	14,173	5,621	11,684	1,910	(7,619)	(1,819)	(7,198)	(5,760)	(4,481)	(167)	(564,791)
AL	(201,270)	(882,020)	(1,804,708)	(948,843)	(3,215,226)	(419,495)	120,531	1,869,631	3,410,862	1,064,517	(616,056)	19,078	243,987	114,649	70,256	100,224	18,380	(580,395)	152,768	(28,454)	710	(67,625)	72,952	(1,505,548)
AR	(879,556)	(410,160)	(930,278)	(132,951)	(2,018,943)	(348,726)	(198,446)	1,006,895	867,854	429,120	(351,062)	23,925	89,522	76,479	73,962	93,386	(7,160)	(86,186)	1,519	(21,746)	(77,637)	(54,489)	20,046	(2,834,633)
AZ	(465,894)	(1,250,735)	(1,304,697)	(877,837)	(5,042,487)	(2,102,721)	(2,076,117)	395,262	1,008,390	829,074	(889,001)	368,588	233,434	(225,828)	(131,783)	2,587,662	62,930	(18,277)	(117,298)	250	(156,550)	(90,697)	(23,268)	(9,287,600)
CA	(1,392,082)	(198,811)	(8,632,571)	(7,226,497)	(2,998,827)	(7,398,870)	(2,795,424)	2,152,615	5,611,379	6,927,166	(1,030,221)	(2,240,224)	1,589,486	1,587,679	45,998	(2,073,462)	(287,788)	(552,377)	(288,112)	622,813	28,482	(975,092)	840,462	(18,684,277)
CO	(242,932)	(166,573)	(1,118,581)	(124,446)	(573,792)	128,164	(244,447)	102,149	1,058,489	842,216	(98,614)	579,996	(89,394)	(136,974)	(960,432)	305,392	(32,408)	(76,364)	(443,210)	(44,150)	(29,933)	(130,378)	(198,866)	(1,695,088)
CT	(338,278)	(1,756,945)	(1,926,596)	(2,099,876)	(783,551)	(452,249)	142,784	1,087,974	1,514,911	1,317,168	(20,352)	95,500	48,858	118,681	28,163	(20,825)	37,268	(79,956)	(52,069)	(127,778)	(86,109)	95,272	141,472	(3,116,533)
DC	(86,852)	(182,776)	(145,057)	(20,973)	(190,097)	157,782	226,621	65,012	58,882	77,236	(76,504)	(83,352)	61,344	17,729	70,268	55,324	(6,563)	(19,713)	(4,445)	(135,473)	(4,423)	7,984	(82,568)	(240,615)
DE	(4,930)	(505,396)	(439,777)	(187,708)	(347,198)	(316,430)	125,524	90,760	364,846	243,832	61,243	(225,641)	(1,181)	(36,244)	(50,966)	3,011	(27,153)	(37,133)	(691)	(74,692)	(69,355)	25,768	11,240	(1,398,272)
FL	(1,648,194)	(2,051,329)	(4,241,627)	(3,520,688)	(2,623,403)	219,775	799,446	1,663,215	3,570,695	2,761,156	2,813,466	(111,817)	1,004,353	793,264	873,844	(117,905)	111,095	(368,256)	(89,665)	(792,906)	(368,288)	593,296	256,463	(474,009)
GA	(356,295)	(1,119,960)	(1,896,810)	(768,971)	(559,227)	(68,090)	(51,358)	4,318,165	2,735,187	2,002,048	688,714	295,713	99,872	549,097	76,201	56,419	318,849	(439,159)	(8,987)	(294,723)	10,181	(62,266)	(378,813)	5,145,787
HI	14,334	(112,971)	(107,527)	(36,460)	(43,918)	(248,426)	(282,128)	(1,077,985)	(404,294)	536,841	(53,573)	223,164	(20,610)	15,500	(25,012)	38,194	7,932	(11,564)	(10,903)	(10,470)	(18,685)	(8,403)	(329,530)	(1,966,495)
IA	(49,018)	(331,607)	(542,885)	(27,884)	(403,957)	(191,501)	(113,258)	400,874	691,702	160	(42,833)	(71,448)	3,491	38,326	(5,436)	55,798	(700)	(51,997)	(13,913)	(20,131)	(17,054)	67,435	(38,626)	(664,461)
ID	(305,493)	(86,376)	(421,612)	(830,457)	(1,507,461)	(758,085)	(346,894)	(53,211)	20,483	(69,718)	(333,160)	(17,560)	39,971	(32,896)	39,052	1,012,067	2,282	(3,942)	(16,195)	(8,505)	(4,183)	(21,939)	(82,787)	(3,786,618)
IL	(993,620)	(2,398,265)	(5,606,580)	(1,997,149)	(3,664,199)	(2,658,841)	(458,431)	171,280	3,199,663	3,244,501	321,009	560,276	841,142	2,122,450	309,395	249,556	289,327	(332,662)	(177,627)	17,193	(393,375)	(190,386)	604,901	(6,940,441)
IN	(43,293)	(510,823)	(1,603,109)	(2,132,765)	(31,940)	(960,499)	(45,115)	1,489,528	1,772,946	1,285,510	(1,451,036)	(1,747,534)	(83,124)	(178,487)	(85,422)	9,496	(370,555)	(82,462)	60,673	(33,469)	(34,861)	(166,672)	8,193	(4,934,820)
KS	(211,411)	(172,884)	(577,857)	610,196	(111,356)	948,426	(109,568)	(138,785)	141,825	321,808	205,440	95,493	(42,017)	170,598	463,821	403,734	(23,044)	(38,420)	(11,141)	(42,404)	(97,108)	(144,676)	(479,844)	1,160,825
KY	821,538	(445,171)	(675,826)	(413,047)	(568,352)	214,797	46,073	877,188	447,088	650,667	(165,701)	657	217,143	(121,526)	(101,877)	38,975	88,668	(84,381)	(9,538)	(218,031)	(30,750)	(123,959)	(57,233)	387,403
LA	(791,952)	(1,384,485)	(629,163)	(203,227)	(1,488,382)	1,523,280	2,206,606	4,249,544	1,097,947	1,585,193	(690,901)	(180,128)	149,955	(656,119)	(382,864)	(25,589)	221,136	(943,795)	(177,591)	30,212	197,139	(122,112)	(356,700)	3,228,003
MA	(180,742)	(1,617,380)	(2,025,773)	(853,873)	416,249	420,216	3,490,052	1,224,183	2,150,104	281,983	(1,113,736)	320,202	(119,259)	(284,546)	(34,244)	116,688	(21,183)	(357,512)	40,724	(148,569)	(157,386)	121,915	(419,177)	1,248,937
MD	(696,117)	(1,084,333)	(6,608,688)	4,013,785	(1,299,369)	(510,765)	(701,474)	1,324,658	745,656	1,411,100	(341,125)	5,326	(77,816)	276,906	(135,451)	(172,759)	221,784	(379,680)	(37,474)	(485,292)	(4,487)	133,958	100,857	(4,300,800)
ME	(134,120)	(361,866)	(1,055,358)	(68,427)	(355,180)	(406,336)	(200,431)	149,286	142,714	74,231	(1,813)	21,038	10,495	3,212	9,046	(3,084)	(47,744)	(26,847)	(5,537)	(7,872)	(3,072)	(12)	27,678	(2,239,998)
MI	(900,451)	(1,432,905)	(3,026,211)	(343,736)	(1,861,419)	(982,789)	(47,055)	(2,140,637)	2,313,039	2,208,105	(788,452)	203,409	(2,255,223)	2,910,717	562,424	410,732	133,475	(112,845)	(18,202)	(278,602)	(157,313)	(100,306)	(245,588)	(5,949,833)
MN	(720)	(1,905,409)	(1,828,782)	(558,705)	(573,582)	(642,863)	121,725	596,053	1,411,337	467,739	(216,757)	(163,248)	380,946	78,437	(4,251)	(11,957)	116,619	(52,826)	(58,431)	(82,667)	(17,124)	(198,306)	(4,488)	(3,147,260)
MO	(624,431)	(983,256)	(1,755,949)	(1,416,689)	(941,322)	(873,388)	1,135,815	1,340,877	409,609	756,394	946,772	105,459	16,814	29,257	816,830	6,187	12,968	(68,388)	5,900	(143,617)	(99,186)	(84,015)	(613,111)	(2,020,474)
MS	(179,534)	(474,893)	(1,330,520)	66,455	(226,772)	(259,874)	309,020	1,784,435	836,364	646,324	(76,782)	8,567	34,370	(103,489)	122,678	65,865	(20,250)	(140,215)	35,820	(20,087)	(10,729)	(23,321)	(13,771)	1,029,661
MT	(171,719)	(158,554)	(259,078)	(167,524)	(167,415)	(28,606)	27,239	319,360	67,778	45,886	(51,224)	(722,971)	163,192	(5,613)	10,551	2,685	3,955	(14,618)	(6,830)	(6,661)	(20,694)	(9,421)	55,833	(1,094,449)
NC	(141,773)	(494,803)	(2,342,569)	(1,641,075)	(1,208,626)	(396,322)	329,756	(435,973)	578,995	609,066	(135,982)	303,962	84,904	(788,913)	156,145	(330,276)	79,214	(472,063)	(127,177)	(105,698)	(198,400)	473,259	1,595,248	(4,609,103)
ND	(14,713)	(28,988)	(70,761)	(40,413)	861	(31,275)	33,271	24,656	56,875	25,009	(5,831)	(38,161)	41,774	1,683	4,628	(351)	376	(1,421)	(242)	(2,306)	(917)	(1,324)	(86)	(47,653)
NE	(80,458)	(121,515)	(450,547)	(187,394)	77,672	(96,311)	136,301	512,612	532,039	55,089	(88,803)	(33,062)	(189,752)	(66,109)	36,217	(114,750)	(3,517)	(40,535)	5,989	(66,363)	(80)	(8,274)	(17,130)	(208,681)
NH	(489,109)	(335,332)	(769,836)	(365,482)	(511,925)	(689,022)	(21,888)	334,689	403,668	359,832	(75,036)	71,619	79,331	23,437	11,506	37,398	(19,944)	23,782	(8,810)	(76,096)	(6,714)	4,000	(912)	(2,020,844)
NJ	(869,120)	(1,717,668)	(4,953,877)	(3,002,662)	(476,077)	(25,759)	2,683,998	1,607,539	5,417,184	5,243,739	2,059,041	(31,143)	237,368	912,414	(602,955)	(926,539)	(2,774)	(216,082)	50,547	(563,957)	(336,174)	(825,928)	(99,039)	3,562,075
NM	(157,211)	(312,534)	(438,795)	(365,840)	(357,652)	(334,382)	3,940	182,013	401,153	247,576	(253,304)	(50,208)	(144,768)	(7,265)	(82,348)	72,361	638	57,427	(10,693)	(16,178)	(17,754)	(68,124)	2,811	(1,649,138)
NV	227,005	(96,549)	1,177,587	(23,352)	190,670	1,861,740	64,985	1,227,283	2,495,299	2,310,598	(1,080,244)	1,265,404	6,876	(229,526)	13,115	(25,947)	38,510	(6,978)	(22,520)	(28,118)	(30,805)	(104,868)	(36,802)	9,193,365
NY	(2,203,218)	(7,049,513)	(6,808,666)	(2,636,149)	(1,546,086)	(4,057,291)	138,798	555,482	5,993,880	5,607,604	1,008,023	(579,403)	(41,936)	(739,941)	(36,697)	619,963	70,498	(575,830)	209,129	(1,526,978)	(201,633)	(76,612)	108,615	(13,767,960)
OH	416,972	475,560	(2,054,757)	(846,844)	(858,876)	(325,980)	197,218	1,605,213	1,895,273	1,785,125	(443,268)	(37,157)	453,696	(572,890)	(215,427)	400,889	(159,176)	(668,750)	(58,450)	(264,760)	(101,008)	(16,957)	88,737	694,340
OK	(407,056)	(942,687)	(695,575)	(1,674,840)	(499,383)	(1,244,704)	487,559	539,734	(89,354)	(712,288)	(1,015,271)	(623,870)	7,842	41,477	(19,504)	124,378	(59,519)	(353,704)	41,463	80,217	496,224	67,445	436,421	(6,014,995)
OR	(339,496)	(66,823)	(652,861)	(900,867)	(1,050,257)	(301,838)	(300,849)	446,086	(202,878)	(99,564)	(560,453)	(1,047,373)	(37,237)	(417,023)	33,376	(329,037)	(99,638)	998	19,064	(7,624)	(134,096)	(128,583)	(84,791)	(6,261,764)
PA	(1,122,248)	(2,861,265)	(4,228,320)	(2,494,069)	(3,312,804)	(3,150,768)	(542,079)	1,392,218	3,113,941	3,915,689	1,824,964	(212,705)	121,492	1,170,831	147,854	1,183,120	281,864	(540,069)	(72,556)	(298,973)	104,715	(352,188)	(428,805)	(6,360,160)
RI	(25,974)	(105,392)	(378,800)	(715,496)	(120,533)	95,750	(21,713)	(1,586,841)	603,260	217,432	(2,561)	(5,556)	(1,315)	68,226	4,308	(84,241)	22,370	18,340	2,404	(25,975)	(21,607)	49,346	14,161	(2,000,407)
SC	328,819	(704,829)	(431,561)	(590,456)	(584,660)	(939,736)	241,266	871,205	432,768	736,623	267,970	(132,596)	248,389	245,780	1,081	(70,806)	(9,245)	(77,219)	345	(40,264)	(73,551)	132,064	(243,264)	(391,879)
SD	27,622	(70,980)	(149,363)	(49,193)	(107,994)	(62,580)	37,727	59,786	(8,569)	73,968	(10,303)	(9,246)	7,770	103,368	12,337	4,148	773	(5,878)	(3,454)	(3,283)	(2,565)	15,013	(519)	(141,416)
TN	(290,464)	(609,197)	(1,556,664)	(721,219)	(1,378,628)	(1,060,337)	586,370	979,243	1,597,501	1,138,904	(1,097,410)	442,302	554,217	(142,059)	(255,833)	173,367	(126,950)	(74,160)	18,239	24,963	(473,369)	50,233	101,977	(2,118,974)
TX	(823,647)	(5,444,165)	(7,683,755)	(5,856,769)	(4,216,615)	(4,979,355)	5,902,751	3,121,259	8,730,596	5,640,437	(224,737)	683,655	328,804	501,456	(66,406)	998,581	(383,645)	(1,700,302)	(138,946)	(666,494)	(494,318)	406,435	(449,832)	(6,815,012)
UT	(59,088)	(256,330)	(406,032)	(160,270)	(9,904)	(242,497)	(338,892)	125,346	548,448	31,768	(116,141)	(251,255)	22,102	(5,196)	(13,533)	17,849	(17,805)	(21,253)	32,559	(43,103)	(4,605)	12,183	(18,407)	(1,174,058)
VA	(354,876)	(336,187)	(1,939,559)	(980,367)	(896,268)	90,573	(64,519)	894,505	2,193,623	302,466	433,852	198,037	236,059	(239,066)	148,164	(28,405)	440	(255,203)	(19,216)	88,277	(73,077)	33,161	29,024	(538,564)
VT	(62,323)	(1,168,575)	(821,576)	206,091	(240,863)	(71,696)	17,955	117,198	61,274	109,567	(24,425)	(16,767)	(21,945)	15,044	1,653	15,525	31	(15,269)	(1,648)	(10,876)	(11,814)	2,519	(9,021)	(1,929,941)
WA	(104,617)	(779,896)	(656,131)	(258,167)	(182,140)	163,920	194,695	980,258	798,188	1,257,381	(58,906)	166,906	(123,982)	(330,085)	96,510	(110,793)	(91,814)	(151,325)	(12,583)	(58,964)	(197,636)	(126,798)	(118,971)	295,049
WI	(168,375)	(937,176)	(333,933)	(268,118)	(403,843)	121,733	94,332	(417,197)	263,094	737,590	(964,063)	(1,544,022)	223,820	(366,924)	(6,076)	38,282	(66,528)	(38,631)	26,450	(18,548)	(110,644)	(214,576)	113,736	(4,239,617)
WV	35,940	(66,466)	(186,081)	(139,674)	(143,435)	167,899	313,526	(218,860)	659,616	233,805	(834,688)	156	197,117	402,570	1,129,802	487,746	331,913	(96,949)	98,482	301,545	(51,807)	(440,685)	(3,165)	2,178,309
WY	(65,357)	(60,396)	57,811	(58,347)	(2,594)	(17,130)	81,075	124,082	108,575	406,506	25,532	(77,595)	343,678	(28,064)	(12,634)	23,458	529	(1,997)	(54,514)	(7,698)	(201,967)	(6,478)	(196)	576,281
Totals	(16,942,733)	(46,367,620)	(87,621,933)	(44,157,658)	(49,036,001)	(31,599,224)	10,294,052	37,471,242	71,989,317	60,287,371	(4,746,738)	(4,202,914)	5,191,157	6,688,655	2,145,660	5,373,419	590,633	(10,180,660)	(1,278,417)	(5,700,285)	(3,771,150)	(2,658,665)	(204,649)	(108,437,145)
A/L	(16,942,733)	(46,367,620)	(87,621,933)	(44,157,658)	(49,036,001)	(31,599,224)	10,294,052	37,471,242	71,989,317	60,287,371	(4,746,738)	(4,202,914)	5,191,157	6,688,655	2,145,660	5,373,419	590,633	(10,180,660)	(1,278,417)	(5,700,285)	(3,771,150)	(2,658,665)	(204,649)	(108,437,145)
																								(108,437,145)

Exhibit D

Premium Taxes and Assessments Schedule

State	Additional Taxes and Assessments
AK	$20,415
AL	$1,795,442
AR	$1,903,364
AZ	$2,228,222
CO	$1,585,866
DE	$413,582
FL	$3,834,711
GA	$18,452
IA	$394,092
ID	$778,768
KY	$297,647
LA	$3,842,988
ME	$194,884
MS	$332,676
MT	$685,691
NC	$59,263
NE	$50,285
NJ	$1,797,139
NM	$234,594
OK	$3,216,153
OR	$2,564,984
PA	$4,633,500
RI	$1,721,830
SC	$1,109,427
TN	$2,008,673
TX	$10,784,737
Total	$46,507,385

Multistate Targeted Market Conduct Examination

of

American International Group, Inc.

December 17, 2010 Regulatory Settlement Agreement

PARTICIPATING REGULATOR ADOPTION

On behalf of Ohio Department of Insurance,
[Insert Name of Insurance Regulatory Agency]

I, Mary Jo Hudson, hereby adopt, agree and approve
[Insert Name of Official Signing Agreement]

the AIG Regulatory Settlement Agreement.

Ohio Department of Insurance
[NAME OF INSURANCE REGULATORY AGENCY]

BY: Mary Jo Hudson

Title: Director

Date: 3 Jan 2011