

American General Life
2271 SE 27th Avenue
Amarillo, TX 79103

Name of Claimant(s):
Name of Attorney of Record:
Date of Settlement Agreement:

ACKNOWLEDGMENT AND HOLD HARMLESS AGREEMENT FOR ATTORNEY FEES

Neither American International Group, Inc. nor any of its subsidiaries or other affiliates, directors, officers, employees or agents can provide, and have not provided, tax advice to me or my firm in connection with the attorney's fee portion of the above-described settlement agreement. This Agreement does not constitute tax advice.

I understand and acknowledge that the payments to be received by me as attorney fees are being made to me at the direction of the claimant in order to discharge the claimant's liability to me for attorney fees in exchange for service rendered. Nothing contained in any agreement or applicable law results in either me or my firm having any ownership interest in any portion of the annuity or the settlement other than the right to receive the payments in the future when such payments would otherwise be made to the claimant.

I understand and agree that my firm and I are responsible for all tax liabilities arising out of or incurred in connection with the attorney's fee portion of the above-described settlement agreement. I understand that my portion of the above-described settlement agreement and any applicable tax reporting obligations, and the risk of any challenge to such tax treatment by the Internal Revenue Service or any other taxing authority, are my responsibility.

I understand and agree that regardless of the consequences, my firm and I will be paid in accordance with the periodic payment terms of the above-described settlement agreement. I further understand and agree that such periodic payments may not be accelerated, deferred, increased or decreased and may not be anticipated, sold, assigned or encumbered.

I, individually and on behalf of my firm, hereby release, indemnify and agree to hold harmless American International Group, Inc. and its subsidiaries and other affiliates, directors, officers, employees and agents from and against any and all losses, costs, expenses, penalties, fees, damages and other liabilities (including withholding tax liabilities and other tax liabilities) resulting from, arising out of, or in connection with any claims, actions, tax examinations or any other actual or threatened judicial or administrative actions or proceedings relating to (a) taxes or (b) the attorney's fee payments under the above-described settlement agreement.

NEITHER AMERICAN INTERNATIONAL GROUP, INC. NOR ANY OF ITS SUBSIDIARIES OR OTHER AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAVE MADE OR MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE TAX CONSEQUENCES OF THE ATTORNEY'S FEE PORTION OF THE ABOVE DESCRIBED SETTLEMENT AGREEMENT.

This agreement is nonassignable.

Date _____

Signature of Attorney of Record

Signature of Authorized Partner or Officer of Firm

**FOR LIFE COMPANY OFFICE USE ONLY
ACCEPTANCE**

Date _____

Signature _____

Printed Name _____