

**AMENDMENT #3 TO
AGREEMENT AMONG THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, THE
SUPERINTENDENT OF INSURANCE OF THE STATE OF NEW YORK, THE ATTORNEY GENERAL
OF THE STATE OF CONNECTICUT, THE ILLINOIS ATTORNEY GENERAL, THE DIRECTOR OF
THE DIVISION OF INSURANCE, ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL
REGULATION, AND AON CORPORATION AND ITS SUBSIDIARIES AND AFFILIATES
(COLLECTIVELY "AON") DATED MARCH 4, 2005 (hereinafter, the "Settlement Agreement")**

WHEREAS, the parties have entered into previous amendments to the Settlement Agreement in order to clarify its application to certain Aon businesses and practices;

WHEREAS, the parties have agreed to further amend the Settlement Agreement to clarify its application to certain other Aon businesses and practices;

NOW THEREFORE, the parties agree that the Settlement Agreement shall be clarified and amended as follows:

1. In connection with any transaction for which Aon, through a subsidiary listed on Attachment A, acts exclusively as an agent on behalf of an insurer with respect to an insurance product or service, and concerning which Aon does not offer an insured other options or otherwise participate in the insured's choice of such product or service (an "MGU Subsidiary"), Aon shall not be required to provide disclosure of compensation or obtain the written consent specified in paragraphs 8 and 15 of the Settlement Agreement. This exception does not apply to situations in which an Aon entity or employee is the subproducer or has any direct contact with the insured, other than in connection with an insured's claim under its policy. If Aon acquires or forms a new MGU Subsidiary, Aon shall provide notice by Express Mail to the General Counsels of the New York and Illinois Departments of Insurance and the Attorneys General in the form of a revised Attachment A, which Aon shall represent and warrant lists only MGU Subsidiaries as defined above. If none of the parties object within 60 days this Amendment will become applicable to any newly listed MGU subsidiary. If Aon changes the name of any of the MGU Subsidiaries listed on Attachment A, it shall provide prompt notice to the parties.

2. Notwithstanding the disclosure and consent requirements of paragraphs 8 and 15 of the Settlement Agreement, whenever an Aon Affinity operation acts as a program administrator for a client professional association or other non-Aon entity, Aon Affinity will obtain consent to its commission from that entity rather than from member insureds. For all other Affinity programs, Affinity will make disclosure and obtain consent directly from the insureds, except when an insured is represented by a non-Aon producer, in which case no disclosure or consent to Affinity's commission shall be required.

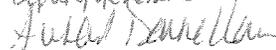
WHEREFORE, the following signatures are affixed hereto on this ___th day of April, 2006.

ELIOT SPITZER



Attorney General of the
State of New York
120 Broadway, 25th Floor
New York, NY 10271

HOWARD MILLS

by Susan Donnellan
Deputy General Counsel


Superintendent of Insurance
New York State Insurance Department
25 Beaver Street
New York, NY 10004

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RICHARD BLUMENTHAL

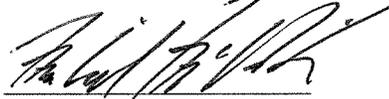

Attorney General of the
State of Connecticut
55 Elm Street
Hartford, CT 06171-0120

PEOPLE OF THE STATE OF ILLINOIS


by: Lisa Madigan
Attorney General of the
State of Illinois

DEPARTMENT OF FINANCIAL AND
PROFESSIONAL REGULATION OF
THE STATE OF ILLINOIS;
DEAN MARTINEZ, SECRETARY

DIVISION OF INSURANCE


Michael T. McRaith
Director

AON CORPORATION


by: D. Cameron Findlay
Executive Vice President and
General Counsel