

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT-CHANCERY DIVISION**

ALAN S. DANIEL, et al.,	)	
	)	
Plaintiffs,	)	
	)	Case No. 99 CH 11893
v.	)	
	)	Class Action
AON CORPORATION, et al.,	)	
	)	Judge Julia M. Nowicki
Defendants.	)	

**FIRST AMENDMENT TO  
AGREEMENT OF CLASS ACTION SETTLEMENT**

THIS AMENDMENT TO AGREEMENT OF CLASS ACTION SETTLEMENT (“Amendment”) is entered into this 2<sup>nd</sup> day of June 2005, by and between Aon Corporation, as defined in Section II.19 of the Agreement of Class Action Settlement, dated March 9, 2005 (hereinafter, “Agreement”), and Plaintiffs Alan S. Daniel (“Daniel”) and Williamson County Agricultural Association (“WCAA”) and the Class, as defined in Section II.17 of the Agreement, by and through their attorneys, pursuant to Section III, ¶ 31, and Section X, ¶ 62, of the Agreement.

NOW, THEREFORE, it is agreed that the Agreement is hereby amended by substituting the following paragraphs for the paragraphs bearing the same paragraph numbering in the Agreement and by substituting heading “(2)” for heading “(2)” under Section III.A of the Agreement:

**[III.A] (2) U.S. Policyholder Clients Who Purchased Insurance  
Between January 1, 1994 And December 31, 2004:**

26. In addition to the \$190 million Fund created as part of the Attorney General Settlement Agreement, Aon shall create an additional fund (the "Daniel Fund") in the amount of \$38 million for distribution to U.S. Policyholder Clients who purchased insurance between January 1, 1994 and December 31, 2004. The amount for the Daniel Fund was arrived at as a result of arm's length negotiations between the parties supervised by the Court.

29. The Non-Participating Policyholders Amount shall be added to the Daniel Fund and made available for distribution to U.S. Policyholder Clients who purchased insurance between January 1, 1994 and December 31, 2004.

30. Distribution of the Daniel Fund shall occur as follows: Within 120 days of the date that the total amount of the Daniel Fund is determined, Aon and the Settlement Administrator shall calculate in accordance with a formula agreed to by the parties and approved by the Court (and that is not in any way inconsistent or in conflict with the formula approved by the Attorneys General under the Attorney General Settlement Agreement) the amount to which U.S. Policyholder Clients who purchased insurance between January 1, 1994 and December 31, 2004 are entitled.

31. The formula for distribution of the Daniel Fund shall, to the extent reasonably practicable and technologically feasible based on Aon's current records, be based on the amount of premium a particular policyholder paid for a particular policy, and an estimation

of the amount of Contingent Commissions received that were attributable to that policy. To the extent that Aon's current records do not permit distribution of the Daniel Fund in that manner as to certain U.S. Policyholder Clients who purchased insurance between January 1, 1994 and December 31, 2004, distribution of Daniel Fund proceeds shall occur pro rata. The parties recognize that the formula for distribution of the Daniel fund may be revised, as necessary, by the agreement of the parties and with the approval of the Court to obtain an equitable distribution of Daniel Fund proceeds but that, in no event, shall the formula for distribution of the Daniel Fund proceeds conflict with the provisions of the Attorney General Settlement Agreement.

32. Distribution of amounts from the Daniel Fund to U.S. Policyholder Clients who purchased insurance between January 1, 1994 and December 31, 2004 and who have not validly opted out shall occur in a manner consistent with the procedure and timing set forth in the Attorney General Settlement Agreement with respect to the Fund created in connection with that Agreement.

33. When distribution of the amounts from the Daniel Fund to U.S. Policyholder Clients who purchased insurance between January 1, 1994 and December 31, 2004 and who have not validly opted out does occur (consistent with the time table set forth in the Attorney General Settlement Agreement), checks will be sent to all eligible policyholders for the amounts that they are eligible to receive from the Daniel Fund. The checks will include a release, in a form to be agreed by the parties and approved by the Court, which the Class

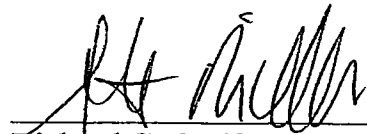
Member shall be required to sign as a condition of cashing the check. A U.S. Policyholder Client who purchased insurance from Aon between January 1, 2001 through December 31, 2004 shall be eligible to recover from both the Fund created in connection with the Attorney General Settlement Agreement and the Daniel Fund.

35. After distribution of the Daniel Fund is complete, any undistributed funds (other than funds identified for settlement administration as set forth in Section IX) shall be distributed as follows: Funds attributable to the \$190 million Fund established under the Attorney General Settlement Agreement shall be distributed pursuant to the Agreement; and Funds attributable to the original \$38 million of the Daniel Fund shall be distributed in accordance with an application to made by class counsel subject to the Court's approval.

54. Class Members who failed to submit a proper and timely exclusion from the litigation on or before January 31, 2005 shall be bound by this Agreement, including the Release contained herein and any Final Order and Judgment and shall have the opportunity to receive Settlement Benefits as described herein. Class Members who fail to file a timely and proper objection to this Settlement or the request for attorneys' fees and expenses shall waive and forfeit their right to do so and shall otherwise be barred from individually and/or separately objecting to the Settlement or the request for attorneys' fees and expenses at the fairness hearing and shall be bound by all terms of this Agreement, including the Release, and any Final Order and Judgment.

58. Plaintiffs and Defendants, individually and collectively, agree to take all actions necessary to obtain preliminary approval of this Settlement, final approval of this Settlement and entry of the Final Order and Judgment dismissing this action with prejudice as to Plaintiffs and all Class Members. Plaintiffs and Defendants also agree to take all actions necessary to obtain dismissal of all pending lawsuits, and all other subsequent lawsuits that may be filed between the time that this Agreement is executed and the Effective Date of Settlement by Class Members who did not opt out by January 31, 2005, relating to the subject matter of The Litigation against Defendants, either individually or collectively, for claims covered by the Release in Section VII. Any Class Member who remains in the class and thereby receives benefits under this Settlement. Agreement shall submit any and all disputes regarding the settlement, including but not limited to, disputes relating to the amount that the Class Member is entitled to receive under the settlement or the timing or method of that payment, for resolution as follows: First, the Class Member shall contact Class Counsel who, working with counsel for Defendants, shall make a reasonable attempt to resolve the dispute amicably. Second, if the dispute cannot be amicably resolved, the Class Member shall file a request with Judge Julia M. Nowicki in the Circuit Court of Cook County, Illinois, to have the dispute resolved. The decision by the Circuit Court of Cook County shall constitute a full and final resolution of the dispute and shall be binding on the Class Member, Class Counsel and Defendants.

Dated: June 2, 2005



---

Richard C. Godfrey, P.C.  
Robert B. Ellis, P.C.  
Leslie M. Smith, P.C.  
Scott McMillin  
KIRKLAND & ELLIS LLP  
200 E. Randolph Drive  
Chicago, IL 60606

**Representatives for Aon Corporation**

Dated: June \_\_, 2005

---

Edward T. Joyce  
EDWARD T. JOYCE & ASSOCIATES, PC  
11 S. LaSalle Street  
Suite 1600  
Chicago, IL 60601

and

---

Peter S. Linden  
Richard L. Stone  
KIRBY MCINERNEY & SQUIRE, LLP  
830 Third Avenue, 10<sup>th</sup> Floor  
New York, NY 10022

**Class Counsel**

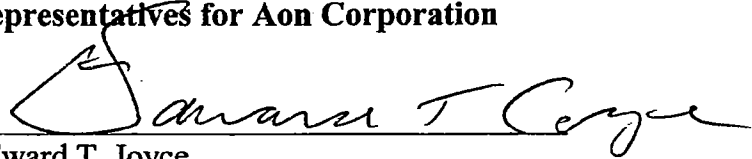
Dated: June \_\_, 2005

---

Richard C. Godfrey, P.C.  
Robert B. Ellis, P.C.  
Leslie M. Smith, P.C.  
Scott McMillin  
KIRKLAND & ELLIS LLP  
200 E. Randolph Drive  
Chicago, IL 60606

**Representatives for Aon Corporation**

Dated: June \_\_, 2005



---

Edward T. Joyce  
EDWARD T. JOYCE & ASSOCIATES, PC  
11 S. LaSalle Street  
Suite 1600  
Chicago, IL 60601

and

---

Peter S. Linden  
Richard L. Stone  
KIRBY MCINERNEY & SQUIRE, LLP  
830 Third Avenue, 10<sup>th</sup> Floor  
New York, NY 10022

**Class Counsel**

Dated: June \_\_, 2005

---

Richard C. Godfrey, P.C.  
Robert B. Ellis, P.C.  
Leslie M. Smith, P.C.  
Scott McMillin  
KIRKLAND & ELLIS LLP  
200 E. Randolph Drive  
Chicago, IL 60606

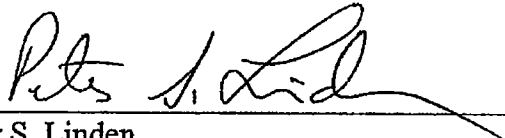
**Representatives for Aon Corporation**

Dated: June 2, 2005

---

Edward T. Joyce  
EDWARD T. JOYCE & ASSOCIATES, PC  
11 S. LaSalle Street  
Suite 1600  
Chicago, IL 60601

and



---

Peter S. Linden  
Richard L. Stone  
KIRBY MCINERNEY & SQUIRE, LLP  
830 Third Avenue, 10<sup>th</sup> Floor  
New York, NY 10022

**Class Counsel**

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document was forwarded on June 2, 2005, by hand delivery or overnight delivery to the following persons:

Ronald L. Futterman  
Michael J. Behn  
FUTTERMAN & HOWARD, CHTD.  
122 S. Michigan Ave.  
Suite 1850  
Chicago, IL 60603

Edward T. Joyce  
EDWARD T. JOYCE &  
ASSOCIATES, PC  
11 S. LaSalle Street  
Suite 1600  
Chicago, IL 60601

John G. Jacobs  
THE JACOBS LAW FIRM, CHTD.  
122 S. Michigan Ave.  
Suite 1850  
Chicago, IL 60603

Paul M. Weiss  
FREED & WEISS, LLP  
111 W. Washington  
Suite 1331  
Chicago, IL 60602

Peter Linden  
Richard L. Stone  
KIRBY MCINERNEY & SQUIRE,  
LLP  
930 Third Avenue, 10th Floor  
New York, NY 10022

Randy Patchett  
THE PATCHETT LAW OFFICE  
104 W. Calvert  
Marion, IL 62959

Tara L. Goodwin  
EDELMAN, COMBS, LATTURNER  
& GOODWIN, LLC  
120 S. LaSalle Street, 18th floor  
Chicago, IL 60603

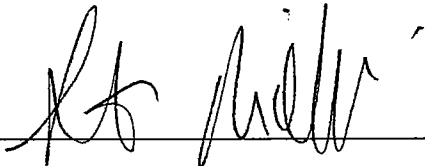
Richard A. Harpootlian  
RICHARD A. HARPOOTLIAN P.A.  
P.O. Box 1090  
Columbia, SC 29202

A. Camden Lewis  
LEWIS, BABCOCK & HAWKINS,  
LLP  
P.O. Box 11208  
Columbia, SC 29211

James M. Griffin  
LAW OFFICE OF JAMES MIXON  
GRIFFIN  
P.O. Box 999  
Columbia, SC 29202

Jerry A. Esrig  
Robert J. Zaideman  
Zaideman & Esrig, P.C.  
120 S. Riverside Plaza, Suite 2150  
Chicago, IL 60606

Mark Glasser  
King & Spaulding, LLP  
1100 Louisiana, Suite 4000  
Houston, TX 77002-5213



---