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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): **August 26, 2010**

Aon Corporation

(Exact Name of Registrant as Specified in Charter)

Delaware	**1-7933**	**36-3051915**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

200 East Randolph Street, Chicago, Illinois	**60601**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(312) 381-1000**

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

As previously disclosed, on August 13, 2010, Aon Corporation, a Delaware corporation ("Aon"), entered into a Three-Year Term Credit Agreement (the "Term Loan Agreement") with Credit Suisse AG ("CS AG"), as administrative agent, the lenders party thereto (collectively, the "Term Loan Lenders"), Morgan Stanley Senior Funding, Inc., as syndication agent ("Morgan Stanley"), Bank of America, N.A. ("Bank of America"), Deutsche Bank Securities Inc. ("Deutsche Bank") and RBS Securities Inc. ("RBS"), as co-documentation agents, Credit Suisse Securities (USA) LLC ("CS USA") and Morgan Stanley, as joint lead arrangers and joint bookrunners, and Bank of America, Deutsche Bank and RBS as co-arrangers, pursuant to which, subject to the conditions set forth in the Term Loan Agreement, the Term Loan Lenders committed to provide an unsecured term loan financing of up to $1.0 billion (the "Term Loan Facility"). Concurrently with entering into the Term Loan Agreement, Aon entered into a Senior Bridge Term Loan Credit Agreement (the "Bridge Credit Agreement" and, together with the Term Loan Agreement, the "Credit Agreements") with CS AG, as administrative agent, the lenders party thereto (collectively, the "Bridge Lenders"), Morgan Stanley, as syndication agent, Bank of America, Deutsche Bank and RBS, as co-documentation agents, CS USA and Morgan Stanley, as joint lead arrangers and joint bookrunners, and Bank of America, Deutsche Bank and RBS as co-arrangers, pursuant to which, subject to the conditions set forth in the Bridge Credit Agreement, the Bridge Lenders committed to provide an unsecured bridge financing of up to $1.5 billion (the "Bridge Facility"). The Term Loan Agreement and Bridge Credit Agreement were filed as Exhibits 10.1 and 10.2, respectively, to the Current Report on Form 8-K filed by Aon on August 16, 2010.

On August 26, 2010, Aon, the subsidiaries of Aon party thereto (the "Subsidiary Loan Parties") and Citibank International plc, as agent ("Citibank"), entered into a Facility Agreement — Amendment Request Letter (the "Amendment Agreement") amending the Facility Agreement, dated as of February 7, 2005, among Aon, the Subsidiary Loan Parties, Citibank, as agent, Citigroup Global Markets Limited, ING Bank N.V. and The Royal Bank of Scotland plc, as arrangers, and the lenders party thereto (as previously amended, the "European Credit Agreement").

The Amendment Agreement modifies certain provisions of the European Credit Agreement for consistency with the Term Loan Agreement and the Bridge Credit Agreement and to accommodate the Term Loan Facility, the Bridge Facility (and any issuance of senior notes in lieu of all or a portion of the Bridge Facility), the merger (the "Merger") of Hewitt Associates, Inc., a Delaware corporation ("Hewitt"), with and into Alps Merger Corp., a Delaware corporation and wholly owned subsidiary of Aon ("Merger Sub"), pursuant to the Agreement and Plan of Merger, dated as of July 11, 2010, among Aon, Merger Sub, Alps Merger LLC, a Delaware limited liability company and wholly owned subsidiary of Aon, and Hewitt, and the transactions contemplated thereby. Such modifications include permitting add-backs to consolidated EBITDA for fees and expenses and other one-time charges related to the Merger (subject to certain caps), permitting restrictions set forth in existing Hewitt indebtedness, modifying the maximum consolidated leverage ratio to adjust for the effects of any senior note issuance prior to consummation of the Merger, as well as certain other conforming changes and updates.

The foregoing summary of the Amendment Agreement does not purport to be a complete description and is qualified in its entirety by reference to the terms and conditions of the Amendment Agreement, a copy of which is attached as Exhibit 10.1 and incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth above in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Safe Harbor Statement

This communication contains certain statements related to future results, or states our intentions, beliefs and expectations or predictions for the future which are forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from either historical or anticipated results depending on a variety of factors. Potential factors that could impact results include: the possibility that the expected efficiencies and cost savings from the proposed transaction will not be realized, or will not be realized within the expected time period; the ability to obtain governmental approvals of the merger on the proposed terms and schedule contemplated by the parties; the failure of stockholders of Hewitt to approve the proposal to adopt the merger agreement; the failure of the stockholders of Aon to approve the proposal to approve the issuance of shares of Aon common stock to Hewitt stockholders in the merger; the loss of key Aon or Hewitt employees following the merger; the risk that the Aon and Hewitt businesses will not be integrated successfully; disruption from the proposed transaction making it more difficult to maintain business and operational relationships with customers, partners and others; the possibility that the proposed transaction does not close, including, but not limited to, due to the failure to satisfy the closing conditions; general economic conditions in different countries in which Aon and Hewitt do business around the world; changes in global equity and fixed income markets that could affect the return on invested assets; fluctuations in exchange and interest rates that could impact revenue and expense; rating agency actions that could affect Aon's ability to borrow funds; changes in the funding status of Aon's various defined benefit pension plans and the impact of any increased pension funding resulting from those changes; Aon's ability to implement restructuring initiatives and other initiatives intended to yield cost savings, and the ability to achieve those cost savings; the impact on risk and insurance services commission revenues of changes in the availability of, and the premium insurance carriers charge for, insurance and reinsurance products, including the impact on premium rates and market capacity attributable to catastrophic events; the outcome of inquiries from regulators and investigations related to compliance with the U.S. Foreign Corrupt Practices Act and non-U.S. anti-corruption laws; the impact of investigations brought by U.S. state attorneys general, U.S. state insurance regulators, U.S. federal prosecutors, U.S. federal regulators, and regulatory authorities in the U.K. and other countries; the impact of class actions and individual lawsuits including client class actions, securities class actions, derivative actions and ERISA class actions; the cost of resolution of other contingent liabilities and loss contingencies, including potential liabilities arising from error and omissions claims against Aon or Hewitt; the extent to

which Aon and Hewitt retain existing clients and attract new businesses; the extent to which Aon and Hewitt manage certain risks created in connection with the various services, including fiduciary and advisory services, among others, that Aon and Hewitt currently provide, or will provide in the future, to clients; the impact of, and potential challenges in complying with, legislation and regulation in the jurisdictions in which Aon and Hewitt operate, particularly given the global scope of Aon's and Hewitt's businesses and the possibility of conflicting regulatory requirements across jurisdictions in which Aon and Hewitt do business; and the ability to realize the anticipated benefits to Aon of the Benfield merger. Further information concerning Aon, Hewitt, and their business, including factors that potentially could materially affect Aon's and Hewitt's financial results, is contained in Aon's and Hewitt's filings with the Securities and Exchange Commission (the "SEC"). See Aon's and Hewitt's Annual Reports on Form 10-K and Annual Reports to Stockholders for the fiscal years ended December 31, 2009 and September 30, 2009, respectively, and other public filings with the SEC for a further discussion of these and other risks and uncertainties applicable to our businesses. Neither Aon nor Hewitt undertakes, and each of them expressly disclaims, any duty to update any forward-looking statement whether as a result of new information, future events or changes in their respective expectations, except as required by law.

Additional Information

This communication does not constitute an offer to sell or the solicitation of an offer to buy our securities or the solicitation of any vote or approval. This communication is being made in respect of the proposed transaction involving Aon and Hewitt. In connection with the proposed merger, Aon filed with the SEC a definitive joint proxy statement, which also constitutes a prospectus of Aon. The joint proxy statement/prospectus was mailed to Aon stockholders and Hewitt stockholders on or about August 19, 2010. Before making any voting or investment decision, investors and stockholders are urged to read carefully in their entirety the definitive joint proxy statement/prospectus regarding the proposed transaction and any other relevant documents filed by either Aon or Hewitt with the SEC when they become available because they contain and will contain important information about the proposed transaction. You may obtain copies of all documents filed with the SEC regarding this transaction, free of charge, at the SEC's website (*www.sec.gov*), by accessing Aon's website at *www.aon.com* under the heading "Investor Relations" and then under the link "SEC Filings" and from Aon by directing a request to Aon at Aon Corporation, 200 E. Randolph Street, Chicago, Illinois 60601, Attention: Investor Relations, and by accessing Hewitt's website at *www.hewitt.com* under the heading "Investor Relations" and then under the link "Reports & SEC Filings" and from Hewitt by directing a request to Hewitt at Hewitt Associates, Inc., 100 Half Day Road, Lincolnshire, Illinois 60069, Attention: Investor Relations.

Aon and Hewitt and their respective directors and executive officers and certain other members of management and employees may be deemed to be participants in the solicitation of proxies in respect of the proposed transaction. You can find information about Aon's directors and executive officers in its definitive proxy statement filed with the SEC on April 7, 2010. You can find information about Hewitt's directors and executive officers in its definitive proxy statement filed with the SEC on December 16, 2009. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by

security holdings or otherwise, are contained in the definitive joint proxy statement/prospectus filed by Aon with the SEC and will be contained in other relevant materials to be filed by Aon or Hewitt with the SEC when they become available. You can obtain free copies of these documents from Aon and Hewitt using the contact information above.

Item 9.01. Financial Statements and Exhibits.

(a)-(c) Not applicable.

(d) Exhibits:

10.1 Facility Agreement — Amendment Request Letter, dated as of August 26, 2010, among Aon Corporation, the subsidiaries of Aon Corporation party thereto and Citibank International plc, as agent

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Aon CORPORATION

By: /s/ Ram Padmanabhan
Ram Padmanabhan
Vice President and Chief Counsel – Corporate

Date: August 27, 2010

EXHIBIT INDEX

10.1 Facility Agreement — Amendment Request Letter, dated as of August 26, 2010, among Aon Corporation, the subsidiaries of Aon Corporation party thereto and Citibank International plc, as agent

Exhibit 10.1

To: Citibank International plc

as Agent under the Facility Agreement (as defined below)

26 August 2010

Facility Agreement - Amendment Request Letter

1. BACKGROUND

1.1 We refer to the facility agreement dated 7 February 2005 (as amended from time to time) between, amongst others, AON Corporation (the ***Company***) and certain of its Subsidiaries, Citigroup Global Markets Limited, ING Bank N.V. and The Royal Bank of Scotland plc as arrangers, Citibank International plc as agent and certain lenders as set out therein (the ***Facility Agreement***).

1.2 Words and expressions defined in the Facility Agreement have the same meanings when used in this letter unless otherwise provided or the context otherwise requires.

1.3 The Company has been negotiating and finalising the terms of certain credit facilities (being a term loan facility and a bridge loan facility, the ***Target Acquisition Facilities***) in connection with the financing of the acquisition of the entire issued share capital of Hewitt Associates Inc., a Delaware corporation (the ***Target***). As part of this negotiation process, certain provisions of the Target Acquisition Facilities have been agreed which do not reflect the position of certain other of the Company's credit facilities, including the Facility Agreement **.** In order for the Company and its Subsidiaries to have a broadly common set of covenants and undertakings across its major financing agreements, we are requesting the amendments as set out in this letter (the ***Request Letter***).

2. AMENDMENT REQUEST

2.1 Accordingly, in accordance with clause 35 (*Amendments and waivers*) of the Facility Agreement, we hereby request the consent of the Majority Lenders (as defined in the Facility Agreement) to the amendments of the provisions of the Facility Agreement as set out within the Schedule to this Request Letter.

2.2 The amendments set out at the schedule to this Request Letter shall become effective on the date of countersignature of the final Obligor on this letter.

3. CONSENT

By your countersignature hereto, you hereby confirm that the amendments requested in this letter have been given by the Majority Lenders.

4. CONFIRMATIONS

4.1 The provisions of the Facility Agreement and the other Finance Documents shall, save as amended by this Request Letter, continue in full force and effect and the Facility Agreement and this Request Letter will be read and construed as one document.

4.2 The Repeating Representations are made by the Company (by reference to the facts and circumstances then existing) on the date that the amendments become effective in accordance with paragraph 2.2 above.

4.3 Each Obligor hereby confirms for the benefit of the Finance Parties that the guarantee and indemnity obligations assumed by it under Clause 18 (Guarantee and indemnity) of the Facility Agreement shall continue in full force and effect and shall extend to the obligations of the Obligors under the Facility Agreement as amended by this Request Letter notwithstanding the imposition of any amended, additional or more onerous obligations.

5. MISCELLANEOUS

5.1 Save as expressly set out in this letter, nothing in this letter shall constitute or be construed as a waiver or compromise of any other term or condition of the Finance Documents or any of the Finance Parties rights in relation to them which for the avoidance of doubt shall continue to apply in full force and effect.

5.2 This letter is a Finance Document for the purposes of the Facility Agreement.

5.3 This letter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same letter. Delivery of a counterpart of this letter by e-mail attachment or telecopy shall be an effective mode of delivery.

5.4 This letter and any non-contractual obligations arising out of or in relation to this letter are governed by English law. The parties submit to the non-exclusive jurisdiction of the English courts.

Yours faithfully

/s/ Paul Hagy
for and on behalf of
AON Corporation

/s/ Mark Chessher
for and on behalf of
AON Limited

/s/ Stephen Gale
for and on behalf of
Aon UK Holdings Intermediaries Limited

/s/ Herve Renaudie
for and on behalf of
AON Holdings France SNC

/s/ Lambert Schroeder
for and on behalf of
Aon Finance Luxembourg S.A.R.L.

/s/ Lambert Schroeder
for and on behalf of
Aon Financial Services Luxembourg S.A.

/s/ Ralph Liebke
for and on behalf of
AON Jauch & Hübener Holdings GmbH

/s/ Carin Verhagen
for and on behalf of
AON Holdings B.V.

/s/ Carin Verhagen
for and on behalf of
AON Holdings International B.V.

/s/ Carin Verhagen
for and on behalf of
AON Group International B.V.

/s/ Carin Verhagen
for and on behalf of
AON Southern Europe B.V.

We acknowledge and agree to the amendment request

/s/ Alasdair Watson
for and on behalf of Citibank International plc

as Agent (as defined in the Facility Agreement)
(acting on the instructions of the Majority Lenders
pursuant to clause 35.1 (*Amendments and waivers*) of the Facility Agreement)

Schedule

The Facility Agreement is amended as set out below:

1. The following new defined terms are hereby inserted into clause 1.1 (Definitions) of the Facility Agreement in the appropriate alphabetical order:

" **Bridge Credit Agreement** " means the senior bridge term loan credit agreement to finance, amongst other things, the acquisition of Target, between the Company, Credit Suisse AG, as administrative agent, and the lenders and agents party thereto as it may be amended or modified and in effect from time to time to the extent permitted thereunder.

" Bridge Loans " means the "Loans" as defined in the Bridge Credit Agreement.

" **Merger** " means the merger of Merger Sub with and into the Target pursuant to the Merger Agreement.

" **Merger Agreement** " means the agreement and plan of merger dated July 11, 2010 among the Company, Merger LLC, Merger Sub and Target.

" **Merger Cash Consideration** " means an aggregate amount of approximately $2,450,000,000 in cash to be paid to the equity holders of Target pursuant to the Merger Agreement.

" **Merger Consideration** " means the Merger Cash Consideration and the Merger Equity Consideration.

" **Merger Equity Consideration** " means the shares of common stock of the Compamy to be delivered to the equity holders of Target pursuant to the Merger Agreement.

" **Merger LLC** " means Alps Merger LLC, a Delaware limited liability company and a wholly owned subsidiary of the Company.

" **Merger Sub** " means Alps Merger Corp., a Delaware corporation and a wholly owned subsidiary of the Company.

" **Senior Notes** " means the up to $1,500,000,000 in aggregate principal amount of senior unsecured notes of the Company issued in a public offering or in a Rule 144A or other private placement.

" **Subsequent Merger** " means the merger of the surviving corporation in the Merger with and into Merger LLC, with Merger LLC surviving as a wholly owned subsidiary of the Company.

" **Target** " means Hewitt Associates, Inc., a Delaware corporation.

" **Term Loan Agreement** " means the Three-Year Credit Agreement to finance, amongst other things, the acquisition of Target, between the Company, Credit Suisse AG, as administrative agent, and the lenders and agents party thereto as it may be amended or modified and in effect from time to time to the extent permitted thereunder.

" **Term Loan Closing Date** " means the "Closing Date" as defined in the Term Loan Agreement.

" **Transactions** " means (i) the Merger and the Subsequent Merger, including the payment of the Merger Consideration, (iii) the execution, delivery and performance of the Term Loan Agreement, (iv) the execution, delivery and performance of the Bridge Credit Agreement, (v) the issuance of the Senior Notes, and, to the extent the Borrower is unable to issue the Senior Notes on or prior to the date the Merger is consummated, the funding of the Bridge Loans and the application of the proceeds thereof and (vi) payment of the Transaction Costs.

" **Transaction Costs** " means fees and expenses in an aggregate amount not to exceed $50,000,000 in connection with the Transactions.

2. The definition of "Reportable Event" is hereby amended to insert immediately following the reference to "Section 412" the following: "or 430".

3. P aragraph (b) of clause 20.7 of the Facility Agreement is hereby amended to insert the following proviso at the end thereof:

"; *provided* that no such notice shall be required to be given unless such ERISA Termination Event could reasonably be expected to result in liabilities of the Company in excess of $25,000,000."

4. The following words shall be included at the end (and before the full stop) of clause 21.1(c) (Financial condition):

"; *provided* that in the event that the Senior Notes are issued prior to the Term Loan Closing Date and the proceeds thereof are held in escrow pursuant to arrangements reasonably satisfactory to the administrative agent under the Term Loan Agreement, the outstanding principal amount of the Senior Notes for the purpose of determining 'Borrowings' at any time prior to the Term Loan Closing Date shall be deemed to be the excess (if any) of the outstanding principal amount of the Senior Notes over the escrowed proceeds thereof".

5. The definition of " **EBITDA** " included at clause 21.3 (Definitions) is hereby amended and restated in its entirety to read as follows:

> " **EBITDA** " means Consolidated Net Income *plus* (a) to the extent deducted from revenues in determining Consolidated Net Income, (i) Consolidated Interest Expense, (ii) expense for taxes paid or accrued, (iii) depreciation, (iv) amortization, (v) extraordinary losses incurred other than in the ordinary course of business, (vi) the Transaction Costs and (vii) non recurring cash charges incurred for such period in connection with the Merger in an amount not to exceed $50,000,000 in aggregate during the term of this Agreement *minus* (b) to the extent included in Consolidated Net Income, extraordinary gains realised other than in the ordinary course of business, all calculated for the Group on a consolidated basis, provided that, notwithstanding the foregoing provisions of this definition, no amounts shall be added pursuant to limbs (i) to (v) above for any losses, costs, expenses or other charges arising in connection with or resulting from the settlement of any Disclosed Claims or any payments in respect of any judgments or other orders thereon or any restructuring or other charges in connection therewith or relating thereto.

6. Clause 22.5 (Conduct of business) of the Facility Agreement is hereby amended and restated in its entirety to read as follows:

"The Company will, and will cause each Subsidiary to, (a) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is conducted on the date of this Agreement taking into account the Merger Agreement and Merger, and will not, and will not permit any of its Subsidiaries to, engage in any business other than (i) businesses in the same fields of enterprise as now conducted by the Company and its Subsidiaries or the Target and its Subsidiaries or (ii) businesses that are reasonably related or incidental thereto or that, in the judgment of the board of directors of the Company, are reasonably expected to materially enhance the other businesses in which the Company and its Subsidiaries are engaged, and (b) do all things necessary to remain duly organized, validly existing and in good standing in its jurisdiction of organization and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted, except where failure to be in such good standing or so qualified or authorized could not reasonably be expected to have a Material Adverse Effect; provided, however, that nothing in this Clause 22.5 shall prohibit the dissolution or sale, transfer or other disposition of any Subsidiary that is not otherwise prohibited by this Agreement."

7. Clause 22.16 (Inconsistent Agreements) is hereby amended and restated in its entirety to read as follows:

"(a) The Company shall not (and shall ensure that no other member of the Group shall) enter into any indenture, agreement, instrument or other arrangement which:

(i) directly or indirectly prohibits or has the effect of prohibiting or imposes materially adverse conditions upon the incurrence of the obligations of the Obligors under the Finance Documents, the amending of the Finance Documents or the ability of any Subsidiary of the Company to:

(A) pay dividends or make other distributions on its issued share capital;

(B) make loans or advances to the Company; or

(C) repay loans or advances from the Company

except (x) restrictions and limitations imposed by Law or by the Finance Documents, (y) customary restrictions and limitations contained in agreements relating to the sale of a Subsidiary or its assets that is permitted hereunder, (z) restrictions and conditions imposed by agreements relating to the Financial Indebtedness of any Subsidiary in existence at the time such Subsidiary becomes a Subsidiary but not created in contemplation of or in connection with such Subsidiary becoming a Subsidiary (or any refinancing or amendment thereof that does not result in a materially more restrictive restriction or condition); provided that such restrictions and conditions apply only to such Subsidiary and its respective Subsidiaries, (aa) in the case of any Subsidiary that is not a wholly-owned Subsidiary, customary restrictions and conditions imposed by its organizational documents or any joint venture or similar agreement, (bb) solely for the first 60 days following the Term Loan Closing Date, restrictions set forth in any indenture, agreement, instrument or other arrangement to which the Target or any of its Subsidiaries is party and (cc) where, in the cases of (A), (B) and (C), any such prohibition, restraint or imposition does not, or could not reasonably be expected to, have a material adverse effect on the ability of the Company to comply with its payment obligations under the Finance Documents; or

(ii) contains any provision which would be violated or breached by the making of Loans or by the performance by any Obligor of any of its obligations under any Finance Document."