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PUBLIC DISCLOSURE
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Aon Barros & Carrión, Inc.
Insurance Brokers

SENT FEDERAL EXPRESS

October 10, 2002

Public Disclosure
Pension and Welfare Benefit Admin.
Room N-1513
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210

Gentlemen:

**REQUEST FOR TOP HAT PLAN STATEMENT REQUIRED BY DEPARTMENT OF LABOR
REGULATION 29 CFR §2520.104-23**

**DFVC NUMBER: DFVC1999-01934
EIN NUMBER: 66-0274215**

In order to remain in the DFVC Program and pursuant to ERISA regulation 29 CFR §2520.104-23, we hereby certify that Barros & Carrión, Inc. (B&C) is a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, identification number 66-0274215, mailing address Box 191229, San Juan, Puerto Rico 00919-1229, is engaged in the insurance brokerage business both within and outside Puerto Rico. These individuals who are, for income tax purposes, residents of Puerto Rico, and who render personal services to B&C in Puerto Rico.

Effective January 1st 1994, B&C established the Barros & Carrión, Inc. Incentive Compensation Plan (Plan), (unfunded) Plan Number 61-2460-00-6, and made it available to a select group of management or highly compensated employees. Under the Plan, B&C entered into a collective deferred compensation agreement with

the Participants pursuant to which B&C defers a portion of the compensation to be earned by the Participant for each taxable year. Annually, B&C's Board of Directors ("the Board") shall irrevocably specify the name of the employees eligible to participate in the Plan for such year.

The Plan provides for a deferral of payment of compensation for the period of service for which the compensation is payable. The period of service for purposes of this requirement generally has been regarded as the employee's taxable year for cash basis, calendar taxpayers.

B&C credits the account of each Plan Participant as provided in the Plan. These amounts are deferred for eventual distribution in accordance with the terms of the Plan.

The Plan provides for the accrual of additional values of the deferred amounts. These amounts are also deferred for eventual distribution in accordance with the terms of the Plan.

B&C's liability under the Plan is not funded in any way and is shown in the books of the same as an unsecured liability. The individuals participating in the Plan are mere unsecured creditors of B&C with respect to all amounts credited under the Plan. No asset of B&C is separated or earmarked for the benefit of participants under the plan, and they do not acquire any proprietary or beneficial interest in B&C's assets. The Participants solely rely on B&C's unfunded contractual promise to pay the benefits provided in the Plan.

Amounts credited under the Plan are distributed to the Participants as follows:

1. While Employed: If a Plan Participant dies or becomes disable¹, the participant will have the right to a distribution of all of the amounts credited under the Plan in the time and manner as the Board may determine.
2. After Termination of Employment: After termination of employment, the distributable amounts credited under the Plan shall be distributed in a lump sum or in installments as determined in the Plan.

B&C established a trust to hold assets to provide B&C with a source of funds to pay its obligations to the participants under the Plan. B&C may contribute to the trust such sums as may be determined by its Board of Directors, as deferred compensation for the dedicated service of the Participants.

The B&C Board of Directors or the Chief Executive Officer of B&C shall notify the trustee in the event of the bankruptcy or insolvency of B&C. The trustee may independently determine that B&C is bankrupt or insolvent based upon written notice from a creditor of B&C. When so notified of B&C's bankruptcy, insolvency, or inability to meet its debts as they mature, the trustee shall suspend payments to participants, spouses, and beneficiaries, shall hold trust assets for the benefit of the general creditors of B&C, and shall deliver the assets to satisfy creditors' claims as directed by a court of competent jurisdiction. If the Board of Directors of B&C or the Chief Executive Officer of B&C notifies the trustee that B&C is no longer in bankruptcy, insolvent or unable to meet its debts as they mature, the trustee shall resume payments to participants, spouses, and beneficiaries out of whatever assets the trust may then have.

¹ Under the terms of the Plan, "Disability" means a permanent mental or physical disability, which prevents a Participant from engaging in the principal duties of his employment.

Aon Barros & Carrión, Inc.

Under the trust agreement, the participant does not have any preferred claim on, or any beneficial ownership interest in, the assets of the trust prior to the time such assets are paid to the participant, and any and all rights created under the trust agreement are unsecured contractual rights of the participant against B&C. The interest of any participant in the income or principal of the trust are not subject to the assignment, alienation, pledge, attachment, or claim of creditors and may not otherwise be voluntarily alienated or encumbered by the participant.

A Participant will be entitled to receive benefits under the Plan only if employed by B&C upon attaining age 65, up attaining age 55 with 5 years of qualified service, upon disability, or at death. If a Participant terminates employment before age 65, age 55 with 5 years of qualified service, disability, or death, no benefits will be paid.

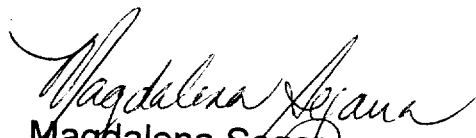
The following individuals were Participants in this Plan in 1999:

NAME	SOCIAL SECURITY	DATE OF HIRE	DATE OF BIRTH	STATUS
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Aon Barros & Carrión, Inc.

Copy of the Plan Document and copy of the Plan Ruling Letter issued by the Puerto Rico Treasury Department is attached for your reference.

Cordially,


Magdalena Segarra
Plan Administrator

C Elpidio Rivera, Chairman



WINNER: TOTAL EXCELLENCE - GOVERNOR'S AWARD FOR QUALITY IN THE PUBLIC SECTOR 1995-1996

September 26, 1997

Eduardo Guzmán Valiente, Esq.
Suite 1500 Popular Center Building
San Juan, Puerto Rico 00918

Dear Mr. Guzmán:

BARROS & CARRION, INC. INCENTIVE COMPENSATION PLAN

In your letter of January 16, 1996 you requested our ruling in regard to the tax consequences under the Puerto Rico Income Tax Act of 1954, as amended (PRITA) and the Puerto Rico Internal Revenue Code of 1994, as amended (the Code), of the participation in the captioned plan (the Plan) of the employees of Barros & Carrión, Inc. (B&C).

B&C, a wholly owned subsidiary of Alexander & Alexander and a corporation organized and existing under the laws of the Government of Puerto Rico, identification number 66-0274215, is engaged in the insurance brokerage business within and outside Puerto Rico. The Plan will be made extensive to individuals who are, for income tax purposes, residents of Puerto Rico, and who render personal services to B&C in Puerto Rico.

Effective January 1, 1994, B&C established the Plan and made it available to certain of its management or highly compensated employees. Under the Plan, B&C has entered into a collective deferred compensation to be earned by the Participant for each taxable year. Annually, B&C's Board of Directors (the Board) shall irrevocably specify the name of the employees eligible to participate in the Plan for such year.

The Plan provides for a deferral of payment of compensation for the period of service for which the compensation is payable. The period of service for purposes of this requirement generally has been regarded as the employee's taxable year for cash basis, calendar taxpayers.

B&C will credit the account of each Plan Participant as provided in the Plan. These amounts are deferred for eventual distribution in accordance with the terms of the Plan.

The Plan provides for the accrual of additional values on the deferred amounts. These amounts are also deferred for eventual distribution in accordance with the terms of the Plan.

B&C's liability under the Plan is not funded in any way and is shown in the books of the same as an unsecured liability. The individuals participating in the Plan are mere unsecured creditors of B&C with respect to all amounts credited under the Plan. No asset of B&C is separated or earmarked for the benefit of participating under the Plan, and they do not acquire any proprietary or beneficial interest in B&C's assets. The Participants solely rely on B&C's unfunded contractual promise to pay the benefits provided in the Plan.

Amounts credited under the Plan are distributed to the Participants as follows:

1. While Employed - If a Plan Participant dies or becomes disable, the Participant will have the right to a distribution of all of the amounts credited under the Plan in the time and manner as the Board may determine.
2. After Termination of Employment - After termination of employment, the distributable amount credited under the Plan shall be distributed in a lump sum or in installments, by check, to the Plan Participant or his named beneficiary under the Plan in the event of the Participant's death.


B&C established a trust to hold assets to provide B&C with a source of funds to pay its obligations to the Participants under the Plan. B&C may contribute to the trust such sums as may be determined by the Board of Directors as deferred compensation for the dedicated service of the Participants. The trustee shall manage, invest, and reinvest the trust principal, shall collect the income therefrom, and shall make payments of benefits to the Participant or his spouse at the written request of B&C.

The Board of B&C or the chief executive officer of B&C shall notify the trustee in the event of the bankruptcy or insolvency of B&C. The trustee may independently determine that B&C is in bankruptcy or insolvent based upon written notice from a creditor of B&C. When so notified of B&C's bankruptcy, insolvency, or inability to meet its debts as they mature, the trustee shall suspend payments to Participants, spouses, and beneficiaries, shall hold trust assets for the benefit of the general creditors of B&C, and shall deliver the assets to satisfy creditor's claims as directed by a court of competent jurisdiction. If the Board of B&C or the chief executive officer of B&C notifies the trustee that B&C is no longer in bankruptcy, insolvent or unable to meet its debts as the mature, the trustee shall resume payments to Participant's, spouses, and beneficiaries out of whatever assets the trust may then have.

Under the trust agreement, the Participant does not have any preferred claim on, or any beneficial ownership interest in, the assets of the trust prior to the time such assets are paid to the Participant, and any all rights created under the trust agreement are unsecured contractual rights of the Participant against B&C. The interest of any Participant in the income or principal of the trust are not subject to the assignment, alienation, pledge, attachment, or claim of creditors and may not otherwise be voluntarily alienated or encumbered by the Participant.

A Participant will be entitled to receive benefits under the Plan only if employed by B&C upon attaining age 65, upon attaining age 55 with 10 years of qualified service, upon disability, or at death. If a Participant terminates employment before age 65, age 55 with 10 years of qualified service, disability, or death, no benefits will be paid. ✓

Based upon these facts, a Participant, who has two or more years of service to perform between the time he or she becomes a Participant in the Plan and his or her interest vests, is subject to a substantial risk of forfeiture until he or she attains age 65, age 55 with 10 years of qualified service, disability, or dies in the employment of B&C. Accordingly, under Section 1023(p)(1)(D) of the PRITA and Section 1023(n)(1)(D) of the Code no Plan contributions or benefits are taxable to such Participant until he or she attains age 65, attains age 55 with 10 years of qualified service, becomes disabled, or dies. ✓

 B&C contemplates the transfer of assets into a trust to assist B&C in meeting B&C's obligations under the Plan. The trust established by B&C is commonly referred to as a "Rabbi" trust. Rabbi trusts are grantor trusts because, although the assets are held in trust, in the event of B&C's insolvency the assets are fully within reach of B&C's general creditors, as are any other asset of B&C. And, therefore, the creation of the trust and the transfer of property to the trust does not constitute a transfer of property to the Participants, a contribution to a nonexempt employee's trust or income to Participants under the economic benefit and constructive receipt doctrines of the PRITA and the Code. Accordingly, the taxation of compensation to the Participants under the Plan will be governed by Section 23(p)(1)(D) of the PRITA and Section 1023(n)(1)(D) of the Code.

Based on the foregoing, this Department rules as follows:

1. Under PRITA Section 42 and Article 42-2 of the PRITA Regulations and Code Section 1043 and Article 1043-2 of the Code Regulations compensation deferred under the Plan by the Participants, additional amounts credited thereunder by B&C are not taxable to the Plan Participants during the taxable year in which the compensation is deferred and the additional amounts and values are credited.

2. Under PRITA Section 42 and Article 42-2 of the PRITA Regulations and Code Section 1043 and Article 1043-2 of the Code Regulations compensation deferred under the Plan by the Participants, additional amounts credited thereunder by B&C and additional values credited on the amounts deferred and credited by B&C are taxable under the PRITA and the Code to the Plan Participants or their beneficiaries in the taxable year in which such amounts are distributed or made available to the Participants or their beneficiaries.

3. Pursuant to PRITA Section 23(p)(1)(D) and Section 1023(n)(1)(D) of the Code, B&C will be entitled to deduct from gross income all amounts distributed or made available under the Plan to the Participants or their beneficiaries in the taxable year in which so distributed or made available.

4. The following information must be submitted annually with the B&C income tax return:

a) Copy of the Audited Financial Statements of B&C showing the existence of the Plan and the investments and obligations of B&C with the Participants, or a written statement of the trust certifying the existence of such investments and obligations at the end of the taxable year.

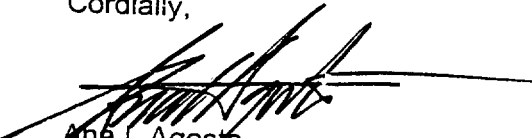
b) Schedule of the Participants at the end of the taxable year.

5. The Plan will be effective for years beginning after January 1, 1995.

No opinion is expressed as to the tax treatment of the above-described transaction under any other provision of the PRITA or the Code and the Regulations promulgated thereunder that may also be applicable thereto, or as to the tax treatment of any condition existing at the time of the transaction or any effect resulting therefrom, that is not specifically covered by this ruling. The opinion expressed herein shall be valid only upon the continued existence of the facts as submitted for our consideration.

Remember, Hacienda is at your service.

Cordially,



Ana I. Agosto
Assistant Secretary of the Treasury

BARROS & CARRIÓN, INC.

INCENTIVE COMPENSATION PLAN

Preamble

This Plan is an unfunded deferred compensation arrangement for a select group of management or highly compensated personnel and all rights thereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico.

ARTICLE I

Definitions

Section 1.01

“A & A” means Alexander & Alexander, Inc., a Maryland Corporation, and its corporate successors, and the parent company of B&C

Board means the Board of Directors of the Barros & Carrión, Inc.

“B&C” means Barros & Carrión, Inc., a Puerto Rico corporation, and its corporate successors.

“Contingent Deferred Obligation” means the total amount of B&C’s contingent liability for payment of deferred benefits under the Plan.

“Disability” means a permanent mental or physical disability, which prevents a Participant from engaging in the principal duties of his employment.

“Net Profits” means the net income for such year as shown by or included in B&C’s management information system financial statements. The calculation of net profits shall include as an expense to B&C the cost of all incentive or bonus payments made by B&C.

“Participant” means an employee of B&C, or of a subsidiary corporation, designated by the Board for participation in the benefits of the Plan, or a person who was such at the time of his retirement, death, disability or resignation and who retains, or whose estate is entitled to, benefits under the Plan in accordance with its terms and conditions.

“Plan” means the Barros & Carrión, Inc. Incentive Compensation Plan, as it may be amended from time to time.

“Retirement” means retirement at or after attaining age 65.

“Subsidiary” means a company of which B&C owns, directly or indirectly, at least a majority of the shares of stock having voting power in the election of directors.

“Taxable year” or “year” (unless otherwise specified) means the calendar taxable year as now constituted or as it may be changed hereafter from time to time.

“Total fund” for any year means the total amount determined by the Board, which shall be deferred under this Plan.

“Trust” means the Barros & Carrión, Inc. Incentive Compensation Plan Trust as established pursuant to the deed of trust executed by and between B&C and the Trustee, Banco Popular de Puerto Rico, therein on March 31, 1995 and as it may be amended from time to time.

ARTICLE II

Designation of Participants and Allocation of Total Fund

Section 2.01. The Board shall meet at least once in each taxable year and irrevocably specify, before the end of such taxable year:

(a) The name of each employee who shall be entitled to participate in the Plan for such year;

(b) The Participant's allocation, based on the ratio his or her salary bears to the total of all Participants' salaries as a percentage of the total amount to be contributed by B&C to the Plan in accordance with the formula mentioned below; and

(c) The method by which the amount to be allocated for the benefit of each Participant from the Total Fund available for allocation shall be determined.

Section 2.02. In specifying the names of the eligible employees, the Board may divide them into groups, and specify different formulas for each group.

Section 2.03. B&C's annual contribution to the plan will be the greater of:

1. Fifty percent (50%) of any excess annual net profit of B&C over and above Two Million Six Hundred Forty-Seven Thousand Dollars (\$2,647,000.00) or Ten percent (10%) of the profit in the event said profit is less than Two Million Six Hundred Forty-Seven Thousand Dollars (\$2,647,000.00), will be allocated to the Plan.
2. The annual contribution will be allocated among the eligible Participants for that year in the ratio that each Participant's compensation for the year bears to all Participant's compensation for said year. For purposes of making these allocations, the annual used for that Participant's whose annual salary exceeds \$100,000 should be \$100,000.
3. From the individual Participant's allocation, Forty percent (40%) will be payable in cash to the Participant and Sixty percent (60%) will be deposited by B&C with the Trust for the Plan.

For purposes of this section, the term "net profit" shall not exceed Thirty Five Percent (35%) of the total B&C profit as that term is defined in Section 1.01. Annually there will be a cap on the individual amount to be credited to the each Participant up to a maximum of Two (2) times the annual salary of said Participant (subject to the \$100,000 salary limitation used in subparagraph 2 above). Such cap shall be calculated in arrears, at the end of each calendar year.

Section 2.04. Payment of the amount allocated to a Participant and deposited in the Trust shall be deferred until such Participant's retirement, resignation, Disability or death, as hereinafter provided.

ARTICLE III

Contingent Future Payments, Investments and Forfeitures

Section 3.01. The board shall cause an account to be kept in the name of each Participant and each estate of a deceased Participant who shall reflect the value of the deferred contingent benefits payable to such Participant or estate under the Plan.

Section 3.02. Until and except to the extent that deferred benefits hereunder are distributed to the Participants or their estates from time to time in accordance with orders of the Board, the interest of each Participant and his or her estate therein is contingent only and is subject to forfeiture as provided in Section 3.06. Title to and beneficial ownership of any assets, whether cash or investments, which B&C may set aside or earmark to meet its contingent deferred obligation hereunder, including those assets that may be delivered by B&C to the Trust for purposes of providing the necessary source of funds to satisfy the Contingent Deferred Obligation established under the Plan, shall at all times remain in B&C, and no Participant or estate shall under any circumstances acquire any proprietary interest in any specific assets of B&C or the Trust.

Section 3.03.

(a) In order to meet its Contingent Deferred hereunder, B&C shall each year set aside or earmark funds in an amount equal to the total amounts allocated and deferred for such year under Article II. Said funds shall be delivered by B&C to the Trust for purposes of its custody and safekeeping, subject, however, to the provisions of this Plan and the deed of trust executed by B&C establishing the Trust.

(b) Funds set aside or earmarked to meet B&C's Contingent Deferred Obligation hereunder and delivered to the Trust may be kept by the Trust in cash, or may be invested and reinvested, at the discretion of the Board.

(c) Except as provided in paragraph (e), investments by the Trust of funds set aside or earmarked to meet B&C's Contingent Deferred Obligation hereunder may be made in stocks, bonds or other securities selected by the Board in its sole discretion, including securities of B&C. In the exercise of the foregoing discretionary investment powers, the Board may engage investment counsel, and, if it so desires, may delegate to such counsel full or limited authority to select the securities in which the funds are to be invested. The cost of any such service shall be charged as an expense of administering the Plan and Trust and paid as provided in Section 4.01.

(d) The income, gains and losses, both realized and unrealized, from investments made by the Trust pursuant to subparagraph (c), net of any expenses properly chargeable thereto and net of B&C's current or future income tax liability or savings attributable thereto, as the case may be, shall be determined annually at the close of the year by the Board. An amount equal to the net income or loss as so determined shall be allocated among the accounts of the Participants concerned in proportion to the values of their respective contingent future benefits. Amounts so allocated shall increase or decrease, as the case may be, the contingent future benefits receivable by such Participants or their estates.

(e) Upon the retirement, resignation, death or Disability of a Participant, an amount equal to the value, determined as of the date of such event and in the manner provided in paragraph (d) above, of the contingent future benefits payable to such Participant or his estate shall be determined. If the Board, in the exercise of its discretion provided in Section 3.04, determines to make installment distributions of such amount, the Trust shall set aside funds in an amount equal to the unpaid balance of such obligation. Funds to be set aside by the Trust may be kept in cash, or invested and reinvested at the discretion of the Board. The total amount payable

to the Participant shall be appropriately adjusted by an amount equal to the net income or loss on such funds, determined in accordance with the principles of paragraph (d) except that no expenses other than income taxes shall be taken into account. Paragraphs (c) and (d) hereof shall not apply to any funds, which have been set aside pursuant to this paragraph (e).

Section 3.04.

The Board shall from time to time determine the time and manner of making distributions of contingent future benefits in case of retirement, resignation, Disability or death of a Participant by such methods as it shall find appropriate for providing incentives to the Participants for their continued service for B&C. Distributions of contingent future retirement benefits in case of retirement will be made to the Participant upon its attainment of age Sixty-five (65) and with at least Five (5) year of service. Early retirement will be considered at age Fifty-five (55) with a minimum of Five (5) year of service and subject to a continuous non-competition agreement.

In the event of retirement or resignation at age Fifty-five (55) but before age Sixty-five (65), the Participant has the option of receiving a Five (5) year annuity or a Ten (10) year pay out. In the event of retirement or resignation at age Sixty-five (65) or older, the Participant may choose between a lump sum payment or a Five (5) or Ten (10) year annuity.

Commencement of distribution in each case may be deferred by the Board, but (subject to Section 3.06) not beyond one year after the retirement, Disability or death of the Participant or, in the case of a Participant who shall have resigned, not beyond one year after he reaches age 65 or becomes disabled or dies. In the case of a Participant's death before distribution is completed, the balance may be distributed in a lump sum or on an installment basis as the Board may determine.

Section 3.05.

In the event of the death of a Participant, distribution shall be made to the Participant's estate.

Section 3.06.

The contingent right of a Participant or his or her estate to receive future payments hereunder shall be forfeited upon the occurrence of any one or more of the following events:

- a. If the Participant is discharged from employment by B&C or a subsidiary corporation for acts which, in the opinion of the Board, constitute just cause and/or the Participant's loss of his/her license as an insurance agent and/or broker under the laws of the Commonwealth of Puerto Rico.
- b. If the Participant shall enter into a business or accept employment which the Board determines to be (i) detrimentally competitive with the business of B&C or a subsidiary corporation, and (ii) substantially injurious to B&C financial interests.

Section 3.07.

Funds set aside or earmarked by B&C to meet its Contingent Deferred Obligation hereunder and delivered to the Trust for investment, pursuant to the terms of this Plan and the trust agreement executed by B&C establishing the Trust, shall continue for all purposes to be a part of the general funds of B&C, subject to the claim of its creditors, and no person other than B&C shall, by virtue of the provisions of this Plan, have any interest in such funds. To the extent that any person acquires a right to receive payments from B&C under this Plan, such right shall be no greater than the right of any unsecured general creditor of B&C.

Section 3.08.

The Participant's rights to benefit payments under the Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by his/her creditors or those of the Participant's estate.

Section 3.09. It is the intention of B&C and the Participants that the arrangements under the Plan be unfounded for tax purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended.

ARTICLE IV

Administration

Section 4.01. The books and records to be maintained for the purposes of the Plan and Trust shall be maintained by the officers and employees of B&C at its expense and subject to the supervision and control of the Board. All expenses of administering the Plan and the Trust shall be paid by B&C, either from funds set aside or earmarked, under the Plan and Trust or from other funds.

Section 4.02. To the extent permitted by law, the right of any Participant or any Participant's estate in any benefit or to any payment hereunder, shall not be subject in any manner to attachment or other legal process for the debts of such Participant or estate; and any such benefit or payment shall not be subject to anticipation, alienation, sale, transfer, assignment or encumbrance.

Section 4.03. No member of the Board or of the Board and no officer or employee of B&C shall be liable to any person for any action taken or omitted in connection with the administration of this Plan unless attributable to his own fraud or willful misconduct; nor shall B&C be liable to any person for any such action unless attributable to fraud or willful misconduct on the part of a director, officer or employee of B&C.

ARTICLE V

Amendment of Plan

Section 5.01. The Plan may be amended in whole or in part from time to time by the Board of Directors of B&C, subject to approval of A&A.

Section 5.02. Notice of every such amendment shall be given in writing to each Participant and estate of a deceased Participant.

Executed as of the 31st day of March, Nineteen Hundred Ninety Five (1995) in San Juan, Puerto Rico.

ALEXANDER & ALEXANDER, INC.

BARROS & CARRIÓN, INC.

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