
**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): March 9, 2016

**WILLIS TOWERS WATSON PUBLIC LIMITED
COMPANY**

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction or
incorporation)

001-16503
(Commission File Number)

98-0352587
(IRS Employer Identification No.)

c/o Willis Group Limited,
51 Lime Street, London, EC3M 7DQ, England and Wales
(Address, including Zip Code, of Principal Executive Offices)

(011) 44-20-3124-6000
(Registrant's telephone number, including area code)

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:

- 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))
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Item 8.01. Other events.

On March 9, 2016, the outstanding indentures for Willis North America, Inc., Trinity Acquisition plc (f/k/a Trinity Acquisition Limited) and Willis Towers Watson public limited company (the “Company”) were amended and supplemented by certain supplemental indentures thereto (together, the “Supplemental Indentures”) adding two subsidiaries of the Company, Willis Towers Watson Sub Holdings Limited and WTW Bermuda Holdings Limited, as guarantors of the outstanding senior notes issued thereunder.

The foregoing description of the Supplemental Indentures is qualified in its entirety by reference to such Supplemental Indentures, which have been filed as Exhibits 4.1, 4.2 and 4.3 hereto, respectively.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Seventh Supplemental Indenture, dated as of March 9, 2016 to the Indenture, dated as of July 1, 2005.
4.2	Second Supplemental Indenture, dated as of March 9, 2016 to the Indenture, dated as of March 17, 2011.
4.3	Second Supplemental Indenture, dated as of March 9, 2016 to the Indenture, dated as of August 15, 2013.

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.

**WILLIS TOWERS WATSON PUBLIC LIMITED
COMPANY**

(Registrant)

Date: March 9, 2016

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: General Counsel

**Exhibit
Number****Description**

4.1	Seventh Supplemental Indenture, dated as of March 9, 2016 to the Indenture, dated as of July 1, 2005.
4.2	Second Supplemental Indenture, dated as of March 9, 2016 to the Indenture, dated as of March 17, 2011.
4.3	Second Supplemental Indenture, dated as of March 9, 2016 to the Indenture, dated as of August 15, 2013.

WILLIS NORTH AMERICA INC.,
as Issuer
WILLIS TOWERS WATSON PUBLIC LIMITED COMPANY,
as Parent Guarantor
WILLIS NETHERLANDS HOLDINGS B.V.
WILLIS INVESTMENT UK HOLDINGS LIMITED
TA I LIMITED
TRINITY ACQUISITION PLC (f/k/a TRINITY ACQUISITION LIMITED) and
WILLIS GROUP LIMITED,
as Existing Guarantors
WILLIS TOWERS WATSON SUB HOLDINGS LIMITED and
WTW BERMUDA HOLDINGS LTD.,
as New Guarantors
and
THE BANK OF NEW YORK MELLON (as successor to JPMorgan Chase Bank, N.A.),
as Trustee

Seventh Supplemental Indenture

Dated as of March 9, 2016
to the

Indenture

Dated as of July 1, 2005
as amended and supplemented by the

First Supplemental Indenture,

Dated as of July 1, 2005,

Second Supplemental Indenture,

Dated as of March 28, 2007,

Third Supplemental Indenture,

Dated as of October 1, 2008,

Fourth Supplemental Indenture,

Dated as of September 29, 2009,

Fifth Supplemental Indenture,

Dated as of December 31, 2009,

and

Sixth Supplemental Indenture

Dated as of December 22, 2010

Providing for the Assumption of Guaranteed Obligations

SEVENTH SUPPLEMENTAL INDENTURE

SEVENTH SUPPLEMENTAL INDENTURE (this "**Seventh Supplemental Indenture**"), dated as of March 9, 2016, among Willis North America, Inc., a Delaware corporation (the "**Issuer**"), Willis Towers Watson Public Limited Company (f/k/a Willis Group Holdings Public Limited Company), a company organized and existing under the laws of Ireland (the "**Parent Guarantor**"), the Guarantors listed on Schedule A, attached hereto (the "**Existing Guarantors**"), Willis Towers Watson Sub Holdings Limited, a company organized and existing under the laws of Ireland ("**Willis Sub**"), WTW Bermuda Holdings Ltd., a company incorporated under the laws of Bermuda (together with Willis Sub, the "**New Guarantors**") and The Bank of New York Mellon (as successor to JPMorgan Chase Bank, N.A.) a New York banking corporation (the "**Trustee**"), to the Indenture, dated as of July 1, 2005, among the Issuer, the Parent Guarantor, the guarantors party thereto and the Trustee (the "**Base Indenture**"), as amended and supplemented by the First Supplemental Indenture, dated as of July 1, 2005 (the "**First Supplemental Indenture**"), the Second Supplemental Indenture, dated as of March 28, 2007 (the "**Second Supplemental Indenture**"), the Third Supplemental Indenture, dated as of October 1, 2008 (the "**Third Supplemental Indenture**"), the Fourth Supplemental Indenture, dated as of September 29, 2009 (the "**Fourth Supplemental Indenture**"), the Fifth Supplemental Indenture, dated as of December 31, 2009 (the "**Fifth Supplemental Indenture**") and the Sixth Supplemental Indenture, dated as of December 22, 2010 (the "**Sixth Supplemental Indenture**" and together with the First, Second, Third, Fourth and Fifth Supplemental Indentures and the Base Indenture, the "**Indenture**").

RECITALS:

WHEREAS, the Issuer, the Parent Guarantor, the Existing Guarantors and the Trustee have heretofore entered into the Indenture to provide for the issuance of the Issuer's unsecured senior debentures, notes or other evidences of Indebtedness (the "**Securities**");

WHEREAS, Section 10.01(9) of the Indenture permits the Issuer, the Guarantors and the Trustee without the consent of the Holders of the Securities to enter into a supplemental indenture to make any provisions with respect to matters arising under the Indenture, provided such action does not adversely affect the interests of the Holders of the Securities of any series in any material respect;

WHEREAS, each of the New Guarantors, wholly-owned subsidiaries of the Parent Guarantor, desires to assume all of the Guaranteed Obligations (this and other capitalized terms used herein and not otherwise defined have the meanings given to them in the Base Indenture) , including all obligations of a Guarantor under Article Sixteen of the Indenture;

WHEREAS, the Trustee has agreed to enter into this Seventh Supplemental Indenture to evidence the foregoing assumptions;

WHEREAS, the Trustee has received an Opinion of Counsel and an Officers' Certificate, pursuant to Sections 1.02 and 10.03 of the Indenture, stating, as applicable, that (a) the execution of the Seventh Supplemental Indenture is authorized or permitted by the Indenture and (b) all conditions precedent provided for in the Indenture to such transaction and to the execution and delivery by the Trustee of the Seventh Supplemental Indenture have been complied with;

WHEREAS the Trustee has received a Board Resolution of the Issuer and a resolution of the board of directors of the Existing Guarantors and of the New Guarantors each authorizing the entering into of this Seventh Supplemental Indenture;

WHEREAS the Trustee is authorized to enter into this Seventh Supplemental Indenture and the Issuer has requested and hereby requests that the Trustee join with the Issuer, the Parent Guarantor, the Existing Guarantors and the New Guarantors in entering into this Seventh Supplemental Indenture; and

WHEREAS, all things necessary to make this Seventh Supplemental Indenture a valid agreement of the Issuer, the Parent Guarantor, the New Guarantors, the Existing Guarantors and the Trustee, in accordance with its terms, have been done.

NOW, THEREFORE, in consideration of the above premises, each party covenants and agrees, for the benefit of the other parties and for the equal and ratable benefit of all of the Holders of the Securities, as follows:

**ARTICLE ONE
ASSUMPTION OF GUARANTOR OBLIGATIONS**

Section 1.1 Assumption of Guarantor Obligations by Assuming Guarantors.

Each of the New Guarantors hereby assumes the Guaranteed Obligations of a Guarantor under the Indenture and the Securities, and thereby and hereby becomes, and agrees to be bound by all of the provisions of the Indenture (including Article Ten thereof) applicable to, a Guarantor (other than the Parent Guarantor), as if originally named as a guarantor in the Base Indenture; provided that notwithstanding anything contrary in Article 16 of the Indenture, the guarantees, obligations, liabilities and undertakings hereunder of any Guarantor incorporated under the laws of Ireland shall be deemed to be undertaken or incurred to the fullest extent permitted by law, except where the same would constitute unlawful financial assistance prohibited by Section 82 of the Companies Act 2014 of Ireland.

**ARTICLE TWO
MISCELLANEOUS**

Section 2.1 Integral Part.

This Seventh Supplemental Indenture constitutes an integral part of the Indenture.

Section 2.2 Adoption, Ratification and Confirmation.

The Indenture, as supplemented and amended by this Seventh Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed, and this Seventh Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided. The provisions of this Seventh Supplemental Indenture shall, subject to the terms hereof, supersede the provisions of the Indenture to the extent the Indenture is inconsistent herewith.

Section 2.3 Counterparts.

This Seventh Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Seventh Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Seventh Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.4 Governing Law.

THIS SEVENTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS LAW. EACH OF THE ISSUER, THE PARENT GUARANTOR, THE EXISTING GUARANTORS, THE NEW GUARANTORS AND THE TRUSTEE IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SEVENTH SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.5 Conflict with Trust Indenture Act.

If and to the extent that any provision of the Indenture or this Seventh Supplemental Indenture limits, qualifies or conflicts with a provision required under the terms of the Trust Indenture Act, the Trust Indenture Act provision shall control.

Section 2.6 Effect of Heading.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 2.7 Separability Clause.

In case any provision in the Indenture, this Seventh Supplemental Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.8 Successors and Assigns.

All covenants and agreements in the Indenture and this Seventh Supplemental Indenture by the parties hereto shall bind their respective successors and assigns, whether so expressed or not.

Section 2.9 Benefit of Indenture.

Nothing in the Indenture or this Seventh Supplemental Indenture or in the Securities, express or implied, shall give to any Person, other than the parties hereto, any Security Registrar, any Paying Agent, and their successors hereunder, and the Holders of the Securities, any benefit or any legal or equitable right, remedy or claim hereunder or under the Indenture.

Section 2.10 The Trustee.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or, sufficiency or adequacy of this Seventh Supplemental Indenture or for or in respect of the statements or recitals contained herein, all of which are made solely by the Issuer, the New Guarantors, the Parent Guarantor and the Existing Guarantors and the Trustee assumes no responsibility for their correctness.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Supplemental Indenture to be duly executed, all as of the day and year first written above.

ISSUER

WILLIS NORTH AMERICA INC.

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

PARENT GUARANTOR

SIGNED AND DELIVERED FOR AND ON BEHALF OF AND
AS THE DEED OF **WILLIS TOWERS WATSON PUBLIC
LIMITED COMPANY**

BY ITS LAWFULLY APPOINTED ATTORNEY

By: /s/ Matthew S. Furman

Name:

Title: Attorney

IN THE PRESENCE OF:-

/s/ Joanne Arroyo

(WITNESS' SIGNATURE)

200 Liberty St., NY, NY 10281

(WITNESS' ADDRESS)

Executive Assistant

(WITNESS' OCCUPATION)

EXISTING GUARANTORS

WILLIS NETHERLANDS HOLDINGS B.V.

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

WILLIS INVESTMENT UK HOLDINGS LIMITED

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

TA I LIMITED

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

WILLIS GROUP LIMITED

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

TRINITY ACQUISITION PLC

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: General Counsel

By: /s/ Alistair Peel

Name: Alistair Peel

Title: Company Secretary

NEW GUARANTOR

SIGNED AND DELIVERED FOR AND ON BEHALF OF AND
AS THE DEED OF **WILLIS TOWERS WATSON SUB HOLDINGS
LIMITED**

BY ITS LAWFULLY APPOINTED ATTORNEY

By: /s/ Matthew S. Furman

Name:

Title: Attorney

IN THE PRESENCE OF:-

/s/ Joanne Arroyo

(WITNESS' SIGNATURE)

200 Liberty St., NY, NY 10281

(WITNESS' ADDRESS)

Executive Assistant

(WITNESS' OCCUPATION)

NEW GUARANTOR

WTW BERMUDA HOLDINGS LTD.

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

TRUSTEE

THE BANK OF NEW YORK MELLON, AS TRUSTEE

By: /s/ Laurence J. O'Brien

Name: Laurence J. O'Brien

Title: Vice President

SCHEDULE A

EXISTING GUARANTORS

<u>EXISTING GUARANTOR</u>	<u>JURISDICTION OF ORGANIZATION</u>
WILLIS NETHERLANDS HOLDINGS B.V.	NETHERLANDS
WILLIS INVESTMENT UK HOLDINGS LIMITED	ENGLAND AND WALES
TA I LIMITED	ENGLAND AND WALES
TRINITY ACQUISITION PLC (f/k/a TRINITY ACQUISITION LIMITED)	ENGLAND AND WALES
WILLIS GROUP LIMITED	ENGLAND AND WALES

WILLIS TOWERS WATSON PUBLIC LIMITED COMPANY,

as Issuer

WILLIS NETHERLANDS HOLDINGS B.V.

WILLIS INVESTMENT UK HOLDINGS LIMITED

TA I LIMITED

TRINITY ACQUISITION PLC (f/k/a TRINITY ACQUISITION LIMITED)

WILLIS GROUP LIMITED and

WILLIS NORTH AMERICA INC.,

as Existing Guarantors

WILLIS TOWERS WATSON SUB HOLDINGS LIMITED and

WTW BERMUDA HOLDINGS LTD.,

as New Guarantors

and

THE BANK OF NEW YORK MELLON,

as Trustee

Second Supplemental Indenture

Dated as of March 9, 2016

to the Indenture dated as of March 17, 2011,

as amended and supplemented by

the First Supplemental Indenture dated as of March 17, 2011

Providing for the Assumption of Guaranteed Obligations

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this "**Second Supplemental Indenture**"), dated March 9, 2016, Willis Towers Watson Public Limited Company (f/k/a Willis Group Holdings Public Limited Company), a company organized and existing under the laws of Ireland, as issuer (the "**Issuer**"), the Guarantors listed on Schedule A, attached hereto (the "**Existing Guarantors**"), Willis Towers Watson Sub Holdings Limited, a company organized and existing under the laws of Ireland ("**Willis Sub**"), WTW Bermuda Holdings Ltd., a company incorporated under the laws of Bermuda (together with Willis Sub, the "**New Guarantors**") and The Bank of New York Mellon, a New York banking corporation, as trustee (the "**Trustee**"), to the Indenture, dated as of March 17, 2011, among the Issuer, the Existing Guarantors and the Trustee (the "**Base Indenture**"), as amended and supplemented by the First Supplemental Indenture, dated as of March 17, 2011 (the "**First Supplemental Indenture**"), and together with the Base Indenture, the "**Indenture**").

RECITALS:

WHEREAS, the Issuer, the Existing Guarantors and the Trustee have heretofore entered into the Indenture to provide for the issuance of the Issuer's unsecured senior debentures, notes or other evidences of Indebtedness (the "**Securities**");

WHEREAS, Section 10.01(9) of the Indenture permits the Issuer, the Guarantors and the Trustee without the consent of the Holders of the Securities to enter into a supplemental indenture to make any provisions with respect to matters arising under the Indenture, provided such action does not adversely affect the interests of the Holders of the Securities of any series in any material respect;

WHEREAS, each of the New Guarantors, wholly-owned subsidiaries of the Issuer, desires to assume all of the Guaranteed Obligations (this and other capitalized terms used herein and not otherwise defined have the meanings given to them in the Base Indenture) , including all obligations of a Guarantor under Article Sixteen of the Indenture;

WHEREAS, the Trustee has agreed to enter into this Second Supplemental Indenture to evidence the foregoing assumptions;

WHEREAS, the Trustee has received an Opinion of Counsel and an Officers' Certificate, pursuant to Sections 1.02 and 10.03 of the Indenture, stating, as applicable, that (a) the execution of the Second Supplemental Indenture is authorized or permitted by the Indenture and (b) all conditions precedent provided for in the Indenture to such transaction and to the execution and delivery by the Trustee of the Second Supplemental Indenture have been complied with;

WHEREAS the Trustee has received a Board Resolution of the Issuer and a resolution of the board of directors of the Existing Guarantors and of the New Guarantors each authorizing the entering into of this Second Supplemental Indenture;

WHEREAS the Trustee is authorized to enter into this Seventh Supplemental Indenture and the Issuer has requested and hereby requests that the Trustee join with the Issuer, the Existing Guarantors and the New Guarantors in entering into this Second Supplemental Indenture; and

WHEREAS, all things necessary to make this Second Supplemental Indenture a valid agreement of the Issuer, the New Guarantors, the Existing Guarantors and the Trustee, in accordance with its terms, have been done.

NOW, THEREFORE, in consideration of the above premises, each party covenants and agrees, for the benefit of the other parties and for the equal and ratable benefit of all of the Holders of the Securities, as follows:

**ARTICLE ONE
ASSUMPTION OF GUARANTOR OBLIGATIONS**

Section 1.1 Assumption of Guarantor Obligations by Assuming Guarantors.

Each of the New Guarantors hereby assumes the Guaranteed Obligations of a Guarantor under the Indenture and the Securities, and thereby and hereby becomes, and agrees to be bound by all of the provisions of the Indenture (including Article Ten thereof) applicable to, a Guarantor, as if originally named as a guarantor in the Base Indenture; provided that notwithstanding anything contrary in Article 16 of the Indenture, the guarantees, obligations, liabilities and undertakings hereunder of any Guarantor incorporated under the laws of Ireland shall be deemed to be undertaken or incurred to the fullest extent permitted by law, except where the same would constitute unlawful financial assistance prohibited by Section 82 of the Companies Act 2014 of Ireland.

**ARTICLE TWO
MISCELLANEOUS**

Section 2.1 Integral Part.

This Second Supplemental Indenture constitutes an integral part of the Indenture.

Section 2.2 Adoption, Ratification and Confirmation.

The Indenture, as supplemented and amended by this Second Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed, and this Second Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided. The provisions of this Second Supplemental Indenture shall, subject to the terms hereof, supersede the provisions of the Indenture to the extent the Indenture is inconsistent herewith.

Section 2.3 Counterparts.

This Second Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Second Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Second Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.4 Governing Law.

THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS LAW. EACH OF THE ISSUER, THE EXISTING GUARANTORS, THE NEW GUARANTORS AND THE TRUSTEE IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SECOND SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.5 Conflict with Trust Indenture Act.

If and to the extent that any provision of the Indenture or this Second Supplemental Indenture limits, qualifies or conflicts with a provision required under the terms of the Trust Indenture Act, the Trust Indenture Act provision shall control.

Section 2.6 Effect of Heading.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 2.7 Separability Clause.

In case any provision in the Indenture, this Second Supplemental Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.8 Successors and Assigns.

All covenants and agreements in the Indenture and this Second Supplemental Indenture by the parties hereto shall bind their respective successors and assigns, whether so expressed or not.

Section 2.9 Benefit of Indenture.

Nothing in Indenture or this Second Supplemental Indenture or in the Securities, express or implied, shall give to any Person, other than the parties hereto, any Security Registrar, any Paying Agent, and their successors hereunder, and the Holders of the Securities, any benefit or any legal or equitable right, remedy or claim hereunder or under the Indenture.

Section 2.10 The Trustee.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or, sufficiency or adequacy of this Second Supplemental Indenture or for or in respect of the statements or recitals contained herein, all of which are made solely by the Issuer, the New Guarantors, and the Existing Guarantors and the Trustee assumes no responsibility for their correctness.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, all as of the day and year first written above.

ISSUER

SIGNED AND DELIVERED FOR AND ON BEHALF OF AND
AS THE DEED OF **WILLIS TOWERS WATSON PUBLIC
LIMITED COMPANY**
BY ITS LAWFULLY APPOINTED ATTORNEY

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Attorney

IN THE PRESENCE OF:-

/s/ Joanne Arroyo

(WITNESS' SIGNATURE)

200 Liberty St., NY, NY 10281

(WITNESS' ADDRESS)

Executive Assistant

(WITNESS' OCCUPATION)

EXISTING GUARANTORS

WILLIS NETHERLANDS HOLDINGS B.V.

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

WILLIS INVESTMENT UK HOLDINGS LIMITED

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

TA I LIMITED

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

WILLIS GROUP LIMITED

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

WILLIS NORTH AMERICA INC.

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

TRINITY ACQUISITION PLC

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: General Counsel

By: /s/ Alistair Peel

Name: Alistair Peel

Title: Company Secretary

NEW GUARANTOR

SIGNED AND DELIVERED FOR AND ON BEHALF OF AND
AS THE DEED OF **WILLIS TOWERS WATSON SUB HOLDINGS
LIMITED**

BY ITS LAWFULLY APPOINTED ATTORNEY

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Attorney

IN THE PRESENCE OF:-

/s/ Joanne Arroyo

(WITNESS' SIGNATURE)

200 Liberty St., NY, NY 10281

(WITNESS' ADDRESS)

Executive Assistant

(WITNESS' OCCUPATION)

NEW GUARANTOR

WTW BERMUDA HOLDINGS LTD.

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

TRUSTEE

THE BANK OF NEW YORK MELLON, AS TRUSTEE

By: /s/ Laurence J. O'Brien

Name: Laurence J. O'Brien

Title: Vice President

SCHEDULE A

EXISTING GUARANTORS

<u>EXISTING GUARANTOR</u>	<u>JURISDICTION OF ORGANIZATION</u>
WILLIS NETHERLANDS HOLDINGS B.V.	NETHERLANDS
WILLIS INVESTMENT UK HOLDINGS LIMITED	ENGLAND AND WALES
TA I LIMITED	ENGLAND AND WALES
TRINITY ACQUISITION PLC (f/k/a TRINITY ACQUISITION LIMITED)	ENGLAND AND WALES
WILLIS GROUP LIMITED	ENGLAND AND WALES
WILLIS NORTH AMERICA INC.	DELAWARE

TRINITY ACQUISITION PLC (f/k/a TRINITY ACQUISITION LIMITED)

as Issuer

WILLIS TOWERS WATSON PUBLIC LIMITED COMPANY,

as Parent Guarantor

WILLIS NETHERLANDS HOLDINGS B.V.

WILLIS INVESTMENT UK HOLDINGS LIMITED

TA I LIMITED

WILLIS GROUP LIMITED and

WILLIS NORTH AMERICA INC.,

as Existing Guarantors

WILLIS TOWERS WATSON SUB HOLDINGS LIMITED and

WTW BERMUDA HOLDINGS LTD.,

as New Guarantors

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

Second Supplemental Indenture

Dated as of March 9, 2016

to the Indenture dated as of August 15, 2013

as amended and supplemented by the First Supplemental Indenture dated as of August 15, 2013

**Providing for the Guarantee of Securities
(Unlimited as to Aggregate Principal Amount)**

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this "**Second Supplemental Indenture**"), dated as of March 9, 2016, among Trinity Acquisition plc (f/k/a Trinity Acquisition Limited), a company organized and existing under the laws of England and Wales, as issuer (the "**Issuer**"), Willis Towers Watson Public Limited Company (f/k/a Willis Group Holdings Public Limited Company), a company organized and existing under the laws of Ireland (the "**Parent Guarantor**"), the Guarantors listed on Schedule A (the "**Existing Guarantors**"), Willis Towers Watson Sub Holding Limited, a company organized and existing under the laws of Ireland ("**Willis Sub**"), WTW Bermuda Holdings Ltd., a company incorporated under the laws of Bermuda (together with Willis Sub, the "**New Guarantors**") and Wells Fargo Bank, National Association, a national banking association, as trustee (the "**Trustee**"), to the Indenture, dated as of August 15, 2013, among the Issuer, the Parent Guarantor, the Existing Guarantors and the Trustee (the "**Base Indenture**"), as amended and supplemented by the First Supplemental Indenture, dated as of August 15, 2013 (the "**First Supplemental Indenture**"), and together with the Base Indenture, the "**Indenture**").

RECITALS:

WHEREAS, the Issuer, the Parent Guarantor, the Existing Guarantors and the Trustee have heretofore entered into the Indenture to provide for the issuance of the Issuer's unsecured senior debentures, notes or other evidences of Indebtedness (the "**Securities**");

WHEREAS, Section 9.01(9) of the Indenture permits the Issuer, the Guarantors and the Trustee without the consent of the Holders of the Securities to enter into a supplemental indenture to make any provisions with respect to any matters arising under the Indenture, provided such action does not adversely affect the interests of the Holders of the Securities of any series in any material respect;

WHEREAS, each of the New Guarantors, wholly-owned subsidiaries of the Parent Guarantor, desires to assume all of the Guaranteed Obligations (this and other capitalized terms used herein and not otherwise defined have the meanings given to them in the Base Indenture), including all obligations of a Guarantor under Article Fifteen of the Indenture;

WHEREAS, the Trustee has been directed by the Issuer to enter into this Second Supplemental Indenture to evidence the foregoing assumptions;

WHEREAS, the Trustee has received an Opinion of Counsel and an Officers' Certificate, pursuant to Sections 1.02 and 9.03 of the Indenture, stating, as applicable, that (a) the execution of the Second Supplemental Indenture is authorized or permitted by the Indenture and (b) all conditions precedent provided for in the Indenture to such transaction and to the execution and delivery by the Trustee of the Second Supplemental Indenture have been complied with; and

WHEREAS, all things necessary to make this Second Supplemental Indenture a valid agreement of the Issuer, the Parent Guarantor, the New Guarantors, the Existing Guarantors and the Trustee, in accordance with its terms, have been done.

NOW, THEREFORE, in consideration of the above premises, each party covenants and agrees, for the benefit of the other parties and for the equal and ratable benefit of all of the holders of the Securities, as follows:

**ARTICLE ONE
ASSUMPTION OF GUARANTOR OBLIGATIONS**

Section 1.1 Assumption of Guarantor Obligations by Assuming Guarantors.

The New Guarantors hereby jointly and severally assume, subject to the terms thereof, the Guaranteed Obligations of a Guarantor under the Indenture and the Securities; provided that notwithstanding anything contrary in Article 16 of the Indenture, the guarantees, obligations, liabilities and undertakings hereunder of any Guarantor incorporated under the laws of Ireland shall be deemed to be undertaken or incurred to the fullest extent permitted by law, except where the same would constitute unlawful financial assistance prohibited by Section 82 of the Companies Act 2014 of Ireland.

Section 1.2 Guarantor Agencies.

The New Guarantors hereby confirm all agency appointments made by a Guarantor under the Indenture.

**ARTICLE TWO
MISCELLANEOUS**

Section 2.1 Integral Part.

This Second Supplemental Indenture constitutes an integral part of the Indenture.

Section 2.2 Adoption, Ratification and Confirmation.

The Indenture, as supplemented and amended by this Second Supplemental Indenture, is in all respects hereby adopted, ratified and confirmed, and this Second Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided. The provisions of this Second Supplemental Indenture shall, subject to the terms hereof, supersede the provisions of the Indenture to the extent the Indenture is inconsistent herewith.

Section 2.3 Counterparts.

This Second Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Second Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Second Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.4 Governing Law.

THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS LAW. EACH OF THE ISSUER, THE PARENT GUARANTOR, THE EXISTING GUARANTORS, THE NEW GUARANTORS AND THE TRUSTEE IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SECOND SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.5 Conflict with Trust Indenture Act.

If and to the extent that any provision of the Indenture limits, qualifies or conflicts with a provision required under the terms of the Trust Indenture Act, the Trust Indenture Act provision shall control.

Section 2.6 Effect of Heading and Table of Contents.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 2.7 Separability Clause.

In case any provision in the Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.8 Successors and Assigns.

All covenants and agreements in the Indenture by the parties hereto shall bind their respective successors and assigns, whether so expressed or not.

Section 2.9 Benefit of Indenture.

Nothing in this Second Supplemental Indenture or in the Securities, express or implied, shall give to any Person, other than the parties hereto, any Security Registrar, any Paying Agent, and their successors hereunder, and the Holders of the Securities, any benefit or any legal or equitable right, remedy or claim hereunder or under the Indenture.

Section 2.10 The Trustee.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Issuer, the New Guarantors and the Existing Guarantors.

Section 2.11 FATCA.

The Issuer hereby confirms to the Trustee that this Second Supplemental Indenture has not resulted in a material modification of the Notes for Foreign Accounting Tax Compliance Act ("*FATCA*") purposes within the meaning of United States Treasury regulation section 1.1471-2T(b)(2)(iv). The Issuer shall give the Trustee prompt written notice of any such future material modification of the Notes deemed to occur for FATCA purposes. The Trustee shall assume that no such material modification for FATCA purposes has occurred regarding the Notes, unless the Trustee receives written notice of such modification from the Issuer.

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IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, all as of the day and year first written above.

ISSUER

TRINITY ACQUISITION PLC

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: General Counsel

By: /s/ Alistair Peel

Name: Alistair Peel

Title: Company Secretary

PARENT GUARANTOR

SIGNED AND DELIVERED FOR AND ON BEHALF OF AND
AS THE DEED OF **WILLIS TOWERS WATSON PUBLIC
LIMITED COMPANY**
BY ITS LAWFULLY APPOINTED ATTORNEY

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Attorney

IN THE PRESENCE OF:-

/s/ Joanne Arroyo

(WITNESS' SIGNATURE)

200 Liberty St., NY, NY 10281

(WITNESS' ADDRESS)

Executive Assistant

(WITNESS' OCCUPATION)

EXISTING GUARANTORS

WILLIS NETHERLANDS HOLDINGS B.V.

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Authorized Signatory

WILLIS INVESTMENT UK HOLDINGS LIMITED

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Authorized Signatory

TA I LIMITED

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Authorized Signatory

WILLIS GROUP LIMITED

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Authorized Signatory

WILLIS NORTH AMERICA INC.

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Authorized Signatory

NEW GUARANTOR

SIGNED AND DELIVERED FOR AND ON BEHALF OF AND
AS THE DEED OF **WILLIS TOWERS WATSON SUB HOLDINGS
LIMITED**

BY ITS LAWFULLY APPOINTED ATTORNEY

By: /s/ Matthew S. Furman
Name: Matthew S. Furman
Title: Attorney

IN THE PRESENCE OF:-

/s/ Joanne Arroyo

(WITNESS' SIGNATURE)

200 Liberty St., NY, NY 10281

(WITNESS' ADDRESS)

Executive Assistant

(WITNESS' OCCUPATION)

NEW GUARANTOR

WTW BERMUDA HOLDINGS LTD.

By: /s/ Matthew S. Furman

Name: Matthew S. Furman

Title: Authorized Signatory

TRUSTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Raymond Delli Colli

Name: Raymond Delli Colli

Title: Vice President

SCHEDULE A

EXISTING GUARANTORS

EXISTING GUARANTOR

JURISDICTION OF ORGANIZATION

WILLIS NETHERLANDS HOLDINGS B.V.

NETHERLANDS

WILLIS INVESTMENT UK HOLDINGS LIMITED

ENGLAND AND WALES

TA I LIMITED

ENGLAND AND WALES

WILLIS GROUP LIMITED

ENGLAND AND WALES

WILLIS NORTH AMERICA INC.

DELAWARE