

**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): May 29, 2020

Willis Towers Watson Public Limited Company

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction
of incorporation)

000-16503
(Commission
File Number)

98-0352587
(IRS Employer
Identification No.)

c/o Willis Group Limited,

51 Lime Street, London, EC3M 7DQ, England and Wales
(Address of Principal Executive Offices, including Zip Code)

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

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, nominal value \$0.000304635 per share	WLTW	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 8.01 Other Events.

On May 29, 2020, Willis North America Inc., a Delaware corporation (the “Issuer”), completed an offering of an additional \$275 million aggregate principal amount of the Issuer’s 2.950% Senior Notes due 2029 (the “Notes”). The Notes are fully and unconditionally guaranteed by Willis Towers Watson Public Limited Company, an Irish public limited company and parent company of the Issuer (without any of its consolidated subsidiaries, the “Parent”), Willis Towers Watson Sub Holdings Unlimited Company, a company organized under the laws of Ireland, Willis Netherlands Holdings B.V., a company organized under the laws of the Netherlands, and Willis Investment UK Holdings Limited, TA I Limited, Willis Towers Watson UK Holdings Limited, Trinity Acquisition plc and Willis Group Limited, companies organized under the laws of England and Wales (collectively with the Parent, the “Guarantors”).

The Notes were sold in a public offering pursuant to a Registration Statement on Form S-3 (File No. 333-230192), as amended, and a related prospectus and prospectus supplement filed with the Securities and Exchange Commission. The Notes were issued pursuant to a base indenture, as amended, supplemented or otherwise modified from time to time, dated as of May 16, 2017, among the Issuer, the Guarantors and Wells Fargo Bank, National Association, as trustee (the “Trustee”), as amended by the fourth supplemental indenture, dated as of September 10, 2019, among the Issuer, the Guarantors and the Trustee, and the officers’ certificate, dated as of May 29, 2020.

In connection with the offering of the Notes, Parent is filing as Exhibits 5.1 through 5.4 hereto the opinions of counsel addressing the validity of the Notes and the Guarantees and certain related matters. Such exhibits are incorporated by reference into the Registration Statement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
4.1	Officers’ Certificate of the Issuer and the Guarantors, dated as of May 29, 2020.
4.2	Form of Note (included in Exhibit 4.1).
5.1	Opinion of Weil, Gotshal & Manges LLP.
5.2	Opinion of Matheson.
5.3	Opinion of Baker & McKenzie Amsterdam N.V.
5.4	Opinion of Weil, Gotshal & Manges (London) LLP.
23.1	Consent of Weil, Gotshal & Manges LLP (included as part of Exhibit 5.1).
23.2	Consent of Matheson (included as part of Exhibit 5.2).
23.3	Consent of Baker & McKenzie Amsterdam N.V. (included as part of Exhibit 5.3).
23.4	Consent of Weil, Gotshal & Manges (London) LLP (included as part of Exhibit 5.4).
104	Cover Page Interactive File (the cover page tags are embedded within the Inline XBRL document).

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.

Date: May 29, 2020

WILLIS TOWERS WATSON PUBLIC LIMITED COMPANY

By: /s/ Neil D. Falis

Neil D. Falis

Deputy Company Secretary

WILLIS NORTH AMERICA INC.

Officers' Certificate

May 29, 2020

Each of the undersigned does hereby certify, as applicable, pursuant to Sections 2.01 and 3.01 of the Indenture, dated as of May 16, 2017, by and among Willis North America Inc., a Delaware corporation (the "**Issuer**"), the guarantors named therein and Wells Fargo Bank, National Association, as Trustee (the "**Trustee**") (the "**Original Indenture**"), as supplemented by the Fourth Supplemental Indenture, dated as of September 10, 2019, by and among the Issuer, the guarantors named therein and the Trustee (the "**Fourth Supplemental Indenture**" and, together with the Original Indenture, the "**Indenture**"), that:

1. Heather D.B. Naaktgeboren is the Secretary of the Issuer.
2. (a) Neil D. Falis is the Deputy Company Secretary of Willis Towers Watson Public Limited Company; (b) James Campbell is a Director of Willis Towers Watson Sub Holdings Unlimited Company; (c) Caroline McCarthy and Rosemary Hammond-West are the Employee Director A and Employee Director B, respectively, of Willis Netherlands Holdings B.V.; (d) Andrew Krasner is a Director of Willis Investment UK Holdings Limited; (e) Andrew Krasner is a Director of TA I Limited; (f) Andrew Krasner is a Director of Willis Towers Watson UK Holdings Limited; (g) Andrew Krasner is a Director of Trinity Acquisition PLC and (h) Andrew Krasner is a Director of Willis Group Limited (each, a "**Guarantor**" and, collectively, the "**Guarantors**").
3. As such officers or directors, as applicable, they are authorized to execute and deliver this Officers' Certificate on behalf of the Issuer and the Guarantors, as applicable.
4. Attached hereto as Exhibit A is a form of note representing the Issuer's 2.950% Senior Notes due 2029 (the "**Notes**").
5. The title of the Notes shall be the "2.950% Senior Notes due 2029."
6. The terms of the Notes shall include such other terms as are set forth in the form of Note attached hereto as Exhibit A and in the Indenture.
7. The principal of the Notes shall be due on September 15, 2029.
8. The Trustee shall authenticate and deliver the Notes for original issue in an aggregate principal amount of \$275,000,000. The Notes shall constitute additional Securities under the Original Indenture and additional Notes under the Fourth Supplemental Indenture, pursuant to which \$450,000,000 aggregate principal amount of 2.950% Senior Notes due 2029 were issued by the Issuer on September 10, 2019 (the "**Existing Notes**") and shall be consolidated with, and form a single series with, the Existing Notes for all purposes under the Indenture governing the Existing Notes, including with respect to voting. The Notes shall have the same terms as the Existing Notes (other than the issue date, issue price, the first Interest Payment Date and the first date from which interest will accrue), shall be fungible with the Existing Notes for U.S. federal income tax purposes and shall have the same CUSIP and ISIN numbers as the Existing Notes.

9. The outstanding principal amount of the Notes shall bear interest at the rate of 2.950% per annum, from and including March 15, 2020, payable semi-annually in arrears on March 15 and September 15 (each, an “**Interest Payment Date**”), commencing on September 15, 2020, to the Persons in whose names the Notes are registered at the close of business on the respective March 1 or September 1 (whether or not a Business Day), prior to such Interest Payment Date (each, a “**Regular Record Date**”) for such interest and at the Stated Maturity of the Notes, until the principal thereof is paid or made available for payment. The interest payment on September 15, 2020 shall include accrued interest from and including March 15, 2020 (the most recent Interest Payment Date of the Existing Notes). Interest on the Notes shall be computed on the basis of a 360-day year comprised of twelve 30-day months. Any such interest due on an Interest Payment Date that is not so punctually paid or duly provided for shall forthwith cease to be payable to the Holders on such Regular Record Date and may either be paid to the Person or Persons in whose name the Notes are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Issuer pursuant to Section 3.07 of the Original Indenture, notice whereof shall be given to Holders of the Notes not less than ten (10) days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange, if any, on which the Notes may be listed, and upon such notice as may be required by any such exchange, all as more fully provided in the Original Indenture.
10. The Notes shall be issued in denominations of \$2,000 or any integral multiple of \$1,000 in excess thereof.
11. (a) If the Notes are redeemed, in whole at any time or in part from time to time, prior to June 15, 2029, the Redemption Price for the Notes to be redeemed will be equal to the greater of: (i) 100% of the aggregate principal amount of the Notes to be redeemed, and (ii) an amount equal to the sum of the present value of (A) the payment on June 15, 2029 of principal of the Notes to be redeemed and (B) the payment of the remaining scheduled payments through June 15, 2029 of interest on the Notes to be redeemed (excluding accrued and unpaid interest to the date of redemption (the “**Redemption Date**”) and subject to the right of Holders on the relevant Record Date to receive interest due on the relevant Interest Payment Date) discounted from their scheduled date of payment to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 25 basis points plus, in each of the above cases, accrued and unpaid interest, if any, to, but excluding, such Redemption Date.

(b) If the Notes are redeemed, in whole at any time or in part from time to time, on or after June 15, 2029, the Redemption Price for the Notes to be redeemed will equal 100% of the principal amount of such Notes to be redeemed plus accrued and unpaid interest, if any, to, but excluding, such Redemption Date.

12. (a) The Notes shall initially be issued in the form of one or more Global Securities registered in the name of a nominee of The Depository Trust Company or any successor thereto (the “**Depository**”). Except under the limited circumstances described below, Notes represented by such Global Security or Global Securities shall not be exchangeable for, and shall not otherwise be issuable as, Notes in definitive form. The Issuer has entered into a letter of representations with the Depository in the form provided by the Depository and the Trustee and each Paying Agent, Security Registrar or other agent is hereby authorized to act in accordance with such letter and applicable Depository procedures. The Global Securities described above may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or to a successor Depository or its nominee or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository, unless and until the Notes are exchanged in whole or in part for Notes in definitive form.
- (b) Subject to the procedures of the Depository, a Global Security representing the Notes shall be exchangeable for Notes registered in the names of Persons other than the Depository or its nominee only if (i) the Depository notifies the Trustee and the Issuer in writing that it is no longer willing or able to properly discharge its responsibilities as a Depository for such Global Security and no qualified successor Depository shall have been appointed by the Issuer within ninety (90) days of receipt by the Issuer of such notification, or if at any time the Depository ceases to be a clearing agency registered under the Exchange Act at a time when the Depository is required to be so registered to act as such Depository and no qualified successor Depository shall have been appointed by the Issuer within ninety (90) days after it becomes aware of such cessation, (ii) the Issuer executes and delivers to the Trustee an Issuer Order stating that the Issuer elects to terminate the book-entry system through the Depository, or (iii) there shall have occurred and be continuing an Event of Default with respect to such Global Security. Any Global Security that is exchangeable pursuant to the preceding sentence shall be exchangeable for the Notes it represents, as provided in the Original Indenture.
13. Section 4.03 and Section 4.04 of the Original Indenture do hereby apply to all of the Outstanding Notes; provided, that, the reference to Section 5.01(4) in Section 4.04 of the Original Indenture shall be amended to be a reference to Section 1.10(3) of the Fourth Supplemental Indenture; and provided, further, that clause (4) of Section 5.01 of the Original Indenture (as amended by the Fourth Supplemental Indenture and this Officers’ Certificate) shall be subject to Covenant Defeasance under Section 4.04 of the Original Indenture.

THIS OFFICERS’ CERTIFICATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ISSUER, THE 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 OFFICERS’ CERTIFICATE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Unless otherwise defined herein, capitalized terms used in this certificate have the meaning assigned to them in the Indenture.

[Signature page follows]

Very truly yours,

WILLIS NORTH AMERICA INC.

By: /s/ Heather D.B. Naaktgeboren

Name: Heather D.B. Naaktgeboren

Title: Secretary

[Signature Page to Officers' Certificate Establishing Terms of 2.950% Senior Notes due 2029]

**WILLIS TOWERS WATSON PUBLIC LIMITED
COMPANY**

By: /s/ Neil D. Falis

Name: Neil D. Falis

Title: Deputy Company Secretary

[Signature Page to Officers' Certificate Establishing Terms of 2.950% Senior Notes due 2029]

**WILLIS TOWERS WATSON SUB HOLDINGS
UNLIMITED COMPANY**

By: /s/ James Campbell

Name: James Campbell

Title: Director

[Signature Page to Officers' Certificate Establishing Terms of 2.950% Senior Notes due 2029]

WILLIS NETHERLANDS HOLDINGS B.V.

By: /s/ Caroline McCarthy

Name: Caroline McCarthy

Title: Managing Director A

By: /s/ Rosemary Hammond-West

Name: Rosemary Hammond-West

Title: Managing Director B

[Signature Page to Officers' Certificate Establishing Terms of 2.950% Senior Notes due 2029]

WILLIS INVESTMENT UK HOLDINGS LIMITED

By: /s/ Andrew Krasner

Name: Andrew Krasner

Title: Director

TA I LIMITED

By: /s/ Andrew Krasner

Name: Andrew Krasner

Title: Director

WILLIS TOWERS WATSON UK HOLDINGS LIMITED

By: /s/ Andrew Krasner

Name: Andrew Krasner

Title: Director

TRINITY ACQUISITION PLC

By: /s/ Andrew Krasner

Name: Andrew Krasner

Title: Director

WILLIS GROUP LIMITED

By: /s/ Andrew Krasner

Name: Andrew Krasner

Title: Director

[Signature Page to Officers' Certificate Establishing Terms of 2.950% Senior Notes due 2029]

Exhibit A

[FORM OF FACE OF 2029 NOTE]

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN CERTIFICATED FORM IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No.

Dated:

WILLIS NORTH AMERICA INC., a Delaware corporation (herein called the "Issuer," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or its registered assigns, the principal sum of \$[_____] or such other principal sum as shall be set forth in the Schedule of Increases and Decreases attached hereto on September 15, 2029, and to pay interest thereon from September 10, 2019 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on March 15 and September 15 in each year, commencing on March 15, 2020 and at the Stated Maturity of this Note, at the rate of 2.950% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be March 1 or September 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest due on an Interest Payment Date not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Issuer, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to, but excluding, such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Note will be made at the office or agency of the Issuer maintained for that purpose in the City and State of New York, or at such other agency as the Issuer may determine, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however*, that at the option of the Issuer payment of interest may be made (subject to surrender where applicable) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or by wire transfer at such place and to such account at a banking institution in the United States as may be designated in writing to the Trustee referred to on the reverse hereof at least sixteen (16) days prior to the date of payment by the Person entitled thereto. Notwithstanding the foregoing, payment of any amount payable in respect of a Global Security will be made in accordance with the applicable procedures of the Depository.

The Trustee shall act as Paying Agent with respect to the Securities of this series.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed as of the date first written above.

WILLIS NORTH AMERICA INC.

Name:
Title:

Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein issued under the within-mentioned Indenture.

Dated:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Trustee

By: _____
Name: Stefan Victory
Title: Authorized Signatory

WILLIS NORTH AMERICA INC.

2.950% Senior Note due 2029

This global security certificate represents one of a duly authorized issue of securities of the Issuer (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of May 16, 2017 (as amended or supplemented to the date hereof, the “Original Indenture”), as supplemented by the Fourth Supplemental Indenture, dated as of September 10, 2019 (herein called the “Fourth Supplemental Indenture”) (such Original Indenture, together with the Fourth Supplemental Indenture, the “Indenture”), among the Issuer and WILLIS TOWERS WATSON PUBLIC LIMITED COMPANY, a company organized and existing under the laws of Ireland and parent company of the Issuer (without any of its consolidated subsidiaries, “Parent,” and together with its consolidated subsidiaries, the “Company”), WILLIS TOWERS WATSON SUB HOLDINGS UNLIMITED COMPANY, a company organized and existing under the laws of Ireland, WILLIS NETHERLANDS HOLDINGS B.V., a company organized under the laws of the Netherlands, WILLIS INVESTMENT UK HOLDINGS LIMITED, a company organized and existing under the laws of England and Wales, TA I LIMITED, a company organized and existing under the laws of England and Wales, WILLIS TOWERS WATSON UK HOLDINGS LIMITED, a company organized and existing under the laws of England and Wales, TRINITY ACQUISITION PLC, a company organized and existing under the laws of England and Wales, and WILLIS GROUP LIMITED, a company organized and existing under the laws of England and Wales, as guarantors (together with Parent, the “Guarantors”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Guarantors, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof (herein called the “Notes”).

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time upon not less than 30 nor more than 60 days’ prior notice delivered electronically or by first-class mail, with a copy to the Trustee, to the registered address of each Holder or otherwise delivered in accordance with the applicable procedures of the Depositary, if:

(i) on the occasion of the next payment due under the Notes, the Issuer, or any Guarantor, has or will become obliged to pay Additional Amounts (as defined below) as a result of any change in, or amendment to, the laws or regulations of the Taxing Jurisdiction (defined below), or any change in the official application or official interpretation of such laws or regulations, which change or amendment is announced and becomes effective on or after the date of issuance of the Notes; and

(ii) such obligation cannot be avoided by the Issuer, or the relevant Guarantor, taking reasonable measures available to it;

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or a Guarantor would be obliged to pay such Additional Amounts were a payment in respect of the Notes then due.

Prior to the giving of any notice of redemption pursuant to the Indenture, the Issuer shall deliver to the Trustee an Officers' Certificate of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred. Notes redeemed pursuant to this provision will be redeemed at a Redemption Price equal to 100% of the principal amount of Notes redeemed plus accrued and unpaid interest thereon to, but excluding, the date of redemption and all Additional Amounts due on the date of redemption.

Upon the occurrence of a Change of Control Triggering Event, unless the Issuer has exercised its right to redeem the Notes pursuant to Sections 1.01 and 1.05 of the Fourth Supplemental Indenture or Article ELEVEN of the Original Indenture, each Holder will have the right to require that the Issuer repurchase all or any part (in excess of \$2,000 and in integral multiples of \$1,000 principal amount) of that Holder's Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus any accrued and unpaid interest on the Notes repurchased to but excluding the date of repurchase. Within 30 days following any Change of Control Triggering Event or, at the Issuer's option, prior to any Change of Control, but after the public announcement of the Change of Control, the Issuer will send a notice to each Holder describing the transaction or transactions that constitute or may constitute the Change of Control Triggering Event and offering to repurchase Notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 45 days from the date such notice is sent. The notice shall, if sent prior to the date of consummation of the Change of Control, state that the offer to repurchase is conditioned on the Change of Control Triggering Event occurring on or prior to the payment date specified in the notice.

The Issuer will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), and any other securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Triggering Event provisions of the Notes, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Triggering Event provisions of the Notes by virtue of such conflict.

On the Change of Control Triggering Event payment date, the Issuer will, to the extent lawful:

- (i) accept for payment all Notes or portions of Notes properly tendered pursuant to the Issuer's offer;
- (ii) deposit with the Paying Agent an amount equal to the aggregate purchase price in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee, the Notes properly accepted, together with an Officers' Certificate stating the aggregate principal amount of Notes being purchase by the Issuer.

The Paying Agent will promptly pay, from funds deposited by the Issuer for such purpose, to each Holder of Notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and send (or cause to be transferred by book-entry) to each Holder a new note equal in principal amount to any unpurchased portion of any Notes surrendered.

The Issuer will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if a third party makes an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Issuer and such third party purchases all Notes properly tendered and not withdrawn under its offer.

The definitions of certain terms used in the paragraphs above are listed below.

"Change of Control" means the occurrence of any of the following:

(i) the consummation of any transaction (including without limitation, any merger or consolidation) the result of which is that any person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of Capital Stock representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding Capital Stock of Parent;

(ii) the first day on which Parent ceases to own, directly or indirectly, at least 80% of the outstanding Capital Stock of the Issuer; or

(iii) the adoption of a plan relating to the liquidation or dissolution of Parent.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Ratings Decline.

"Investment Grade" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's) and BBB- or better by S&P (or its equivalent under any successor rating categories of S&P) (or, in each case, if such Rating Agency ceases to rate the Notes for reasons outside of the Company's control, the equivalent investment grade credit rating from any Rating Agency selected by the Company as a replacement Rating Agency).

"Moody's" means Moody's Investors Service Inc.

"Officers' Certificate" means a certificate signed by the Chairman of the Board, the Chief Executive Officer, the President, a director, a Vice President, the Chief Financial Officer, the Group General Counsel and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the Issuer or any Guarantor, as applicable, and delivered to the Trustee.

“Rating Agency” means:

(i) each of Moody’s and S&P; and

(ii) if either of Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company’s control, a “nationally recognized statistical rating organization” within the meaning of Rule 15c3-1 (c) (2) (vi) (F) under the Exchange Act selected by the Company as a replacement agency for Moody’s or S&P, or both, as the case may be.

“Ratings Decline” means at any time during the period commencing on the earlier of (i) the occurrence of a Change of Control or (ii) public notice of the occurrence of a Change of Control or the intention by Parent to effect a Change of Control, and ending 60 days thereafter (which period shall be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies), that (a) the rating of the Notes shall be reduced by both Rating Agencies and (b) the Notes shall be rated below Investment Grade by each of the Rating Agencies.

“S&P” means Standard & Poor’s Ratings Services, a division of S&P Global Inc. and its subsidiaries.

With respect to any payments made by or on the behalf of the Issuer or a Guarantor in respect of the Notes or any Guarantee of the Notes, as applicable, the Issuer or such Guarantor will make all payments of principal of, premium, if any, and interest on (whether on scheduled payment dates or upon acceleration) and the Redemption Price, if any, payable in respect of any Note without deduction or withholding for or on account of any present or future tax, duty, levy, import, assessment or other governmental charge (including penalties, interest and other liabilities related thereto) (“Taxes”) imposed, levied, collected, withheld or assessed by or on behalf of any jurisdiction in which the Issuer or such Guarantor is incorporated or organized, engaged in business for tax purposes or otherwise resident for tax purposes, or any political subdivision thereof or taxing authority therein and any jurisdiction through which any payment is made on behalf of the Issuer or any Guarantor (including the jurisdiction of any Paying Agent) (each, a “Taxing Jurisdiction”), upon or as a result of such payments, unless required by law or by the official interpretation or administration thereof.

To the extent that any such Taxes are so levied or imposed, the Issuer or such Guarantor will pay such additional amounts (“Additional Amounts”) in order that the net amount received by each Holder (including Additional Amounts), after withholding for or on account of such Taxes imposed upon or as a result of such payment, will not be less than the amount that would have been received had such taxes not been imposed or levied; except that no such Additional Amounts shall be payable with respect to a payment made to a Holder or beneficial owner of a Note:

(i) to the extent that such Taxes are imposed pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (the “Code”), any current or future regulations or official interpretations thereof, any fiscal or regulatory legislation, rules or practices adopted pursuant to an intergovernmental agreement between a non-U.S. jurisdiction and the United States, with respect to the forgoing or any agreements entered into pursuant to Section 1471(b)(1) of the Code (“FATCA”) and/or the UK’s International Tax Compliance Regulations 2015; or

(ii) to the extent that such Taxes would not have been so imposed, levied or assessed but for the existence of some connection between such Holder or beneficial owner of such Note and the Taxing Jurisdiction imposing such Taxes other than the mere holding or enforcement of such Note or receipt of payments thereunder; or

(iii) to the extent that such Taxes would not have been so imposed, levied or assessed but for the failure of the Holders or beneficial owners of such Note to comply with a reasonable written request by the Issuer (or its agent) to make a valid declaration of non-residence or any other claim or filing for exemption to which it is entitled (but only to the extent it is legally entitled to do so); or

(iv) that presents such Note for payment (where presentation is required) more than 30 days after the date on which such payment became due and payable or the date on which payment of the Note is duly provided for and notice is given to Holders, whichever occurs later, except to the extent that the Holder or beneficial owner of such Note would have been entitled to such Additional Amounts on presenting such Note on any date during such 30-day period; or

(v) in the case of a payment made by or on behalf of the Issuer or any Guarantor organized under the laws of the United States, any state thereof or the District of Columbia, with respect to any United States withholding taxes, so long as such withholding taxes are summarized in the prospectus supplement, dated September 3, 2019, in the discussion under the caption “Certain Material Income Tax Consequences—United States Taxation” or the Issuer or such Guarantor (pursuant to Section 1.06 of the Original Indenture) provides reasonable notice regarding potential United States withholding taxes and requests Holders and beneficial owners to provide applicable U.S. tax forms; or

(vi) any combination of the above.

As used herein and for purposes of this Note, any reference to the principal of and interest on the Notes and the Redemption Price, if any, shall be deemed to include a reference to any related Additional Amounts payable in respect of such amounts. The Issuer will also pay any stamp, registration, excise or property taxes and any other similar levies (including any interest and penalties related thereto) imposed by any Taxing Jurisdiction on the execution, delivery, registration or enforcement of any of the Notes, the Indenture or any other document or instrument referred to therein.

The Issuer may, from time to time, without notice to or the consent of the Holders of the Notes, increase the principal amount of the Notes under the Indenture and issue such increased principal amount (or any portion thereof), in which case any additional Notes so issued will have the same form and terms (other than the date of issuance and the issue price and, under certain circumstances, the date from which interest thereon will begin to accrue and the initial Interest Payment Date), and will carry the same right to receive accrued and unpaid interest, as the Notes previously issued, and such additional Notes will form a single series with the previously issued Notes, including for voting purposes.

No sinking fund is provided for the Notes. The Notes are subject to redemption upon not less than 30 nor more than 60 days' notice given as provided in the Indenture, as a whole at any time, or in part from time to time.

If the Notes are redeemed, in whole at any time or in part from time to time, prior to June 15, 2029, the Redemption Price for the Notes to be redeemed will be equal to the greater of: (i) 100% of the aggregate principal amount of the Notes to be redeemed, and (ii) an amount equal to the sum of the present value of (A) the payment on June 15, 2029 of principal of the Notes to be redeemed and (B) the payment of the remaining scheduled payments through June 15, 2029 of interest on the Notes to be redeemed (excluding accrued and unpaid interest to the date of redemption (the "Redemption Date") and subject to the right of Holders on the relevant Record Date to receive interest due on the relevant Interest Payment Date) discounted from their scheduled date of payment to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 25 basis points plus, in each of the above cases, accrued and unpaid interest, if any, to, but excluding, such Redemption Date.

If the Notes are redeemed on or after June 15, 2029, the Redemption Price for the Notes to be redeemed will equal 100% of the principal amount of such Notes to be redeemed plus accrued and unpaid interest, if any, to, but excluding, such Redemption Date.

The definitions of certain terms used in the paragraph above are listed below.

"Comparable Treasury Issue" means the United States Treasury security selected by the Independent Investment Banker as having a maturity comparable to the remaining term of the Notes to be redeemed (assuming a maturity date of June 15, 2029) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

"Comparable Treasury Price" means, with respect to any Redemption Date for the Notes, (1) the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means one of the Reference Treasury Dealers that the Issuer appoints to act as the Independent Investment Banker from time to time.

"Reference Treasury Dealer" means (1) each of BofA Securities, Inc., Barclays Capital Inc., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC and their respective successors and one primary dealer of U.S. government securities in the United States (a "Primary Treasury Dealer") selected by PNC Capital Markets LLC; *provided, however*, that if any of the foregoing ceases to be a Primary Treasury Dealer, the Issuer shall substitute another Primary Treasury Dealer and (2) any other Primary Treasury Dealers selected by the Issuer.

“*Reference Treasury Dealer Quotations*” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

“*Treasury Rate*” means, with respect to any Redemption Date: (a) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H. 15 (519)” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the remaining term of the Notes yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month); or (b) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date. The Treasury Rate will be calculated on the third Business Day preceding the Redemption Date.

In the event of redemption of this Note in part only, a new Note or Notes of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Issuer shall send notice of redemption not less than 30 nor more than 60 days prior to the Redemption Date, to each Holder of the Notes to be redeemed, all as provided in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire Indebtedness of this Note or certain restrictive covenants and Events of Default with respect to this Note, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the Guarantors and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Issuer, the Guarantors and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Issuer with certain provisions

of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

As provided in and subject to the provisions of the Indenture, the Holder of this Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Notes, the Holders of not less than a majority in principal amount of the Notes at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Notes at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Note for the enforcement of any payment of principal hereof (or premium, if any) or interest hereon on or after the respective due dates expressed or provided for herein.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Issuer in any place where the principal of and any premium and interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of \$2,000 or any integral multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Notes are exchangeable for a like aggregate principal amount of Notes of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Issuer, any Guarantor, the Trustee and any agent of the Issuer, any Guarantor or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes (subject to Section 3.07 of the Original Indenture), whether or not this Note be overdue, and neither the Issuer, any Guarantor, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Note that are not otherwise defined herein shall have the meaning assigned to them in the Indenture.

SCHEDULE OF INCREASES OR DECREASES TO THE

GLOBAL NOTE

The following increases or decreases to this Global Note have been made:

<u>Date</u>	<u>Amount of Decrease in Principal Amount at Maturity of this Global Note</u>	<u>Amount of Increase in Principal Amount at Maturity of this Global Note</u>	<u>Principal Amount at Maturity of this Global Note Following such decrease (or increase)</u>	<u>Signature of Authorized Signatory of Trustee or DTC Custodian</u>
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Well, Gotshal & Manges LLP

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New York, NY 10153-0119
+1 212 310 8000 tel
+1 212 310 8007 fax

May 29, 2020

Willis Towers Watson Public Limited Company
51 Lime Street
London EC3M 7DQ, England

Ladies and Gentlemen:

We have acted as counsel to Willis North America Inc., a Delaware corporation (the “**Issuer**”) and Willis Towers Watson Public Limited Company (the “**Company**”), a company incorporated under the laws of Ireland having company number 475616, Willis Towers Watson Sub Holdings Unlimited Company, a company with limited liability organized under the laws of Ireland, Willis Netherlands Holdings B.V., a company organized under the laws of the Netherlands, Willis Investment UK Holdings Limited, a company with limited liability organized under the laws of England and Wales, TA I Limited, a company with limited liability organized under the laws of England and Wales, Willis Towers Watson UK Holdings Limited, a company with limited liability organized under the laws of England and Wales, Trinity Acquisition plc, a company with limited liability organized under the laws of England and Wales, and Willis Group Limited, a company with limited liability organized under the laws of England and Wales (collectively, the “**Guarantors**”), in connection with the offer and sale by the Issuer of \$275,000,000 aggregate principal amount of its 2.950% Senior Notes due 2029 (the “**Notes**”), fully and unconditionally guaranteed by the Guarantors (the “**Guarantees**” and, together with the Notes, the “**Securities**”), pursuant to an underwriting agreement, dated May 21, 2020, among the Issuer, the Guarantors and BofA Securities, Inc. and HSBC Securities (USA) Inc., as representatives of the underwriters named therein.

In so acting, we have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the Registration Statement on Form S-3 (File No. 333-230192), filed by the Company on March 11, 2019 (the “**Registration Statement**”), (ii) the prospectus, dated as of March 11, 2019 (the “**Base Prospectus**”), which forms a part of the Registration Statement, (iii) the preliminary prospectus supplement, dated May 21, 2020, (iv) the prospectus supplement, dated May 21, 2020 (the “**Prospectus Supplement**”), (v) the base indenture (the “**Base Indenture**”), dated as of May 16, 2017, among the Issuer, the guarantors party thereto and Wells Fargo, National Association, as trustee (the “**Trustee**”), as supplemented by a second supplemental indenture (the “**Second Supplemental Indenture**”), dated as of August 11, 2017, and a fourth supplemental indenture, dated as of September 10, 2019 (the “**Fourth Supplemental Indenture**”), (vi) the Officers’ Certificate pursuant to the Indenture, dated the date hereof (the “**Officers’ Certificate**” and, together with the Base Indenture, the Second Supplemental Indenture and the Fourth Supplemental Indenture, the “**Indenture**”) and (vii) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Issuer and the Guarantors, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Issuer and the Guarantors. We have also assumed (i) the valid existence of each of the Guarantors, (ii) that each of the Guarantors has the requisite corporate power and authority to enter into and perform the Securities, and (iii) the due authorization, execution and delivery of the Securities by each of the Guarantors, as applicable.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that:

1. The Notes constitute valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).
2. The Guarantees constitute valid and binding obligations of each of the Guarantors, enforceable against each of the Guarantors in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

The opinions expressed herein are limited to the laws of the State of New York and the corporate laws of the State of Delaware, and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

We hereby consent to the incorporation by reference of this letter as an exhibit to the Registration Statement and to the reference to our firm under the caption "Legal Opinions" in the Base Prospectus. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Weil, Gotshal & Manges LLP

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 Willis Towers Watson House
 Elm Park
 Merrion Road
 Dublin 4

Our Ref

DOD/NF/SD/661076/58

29 May 2020

Dear Sirs

Willis Towers Watson Public Limited Company (the “Company”) and Willis Towers Watson Sub Holdings Unlimited Company (the “Subsidiary”)

We have acted as your Irish counsel in connection with the offering by Willis North America Inc. (“Willis”) of an additional \$275,000,000 aggregate principal amount of its 2.950% senior notes due 2029 (the “Notes”) pursuant to the registration statement on Form S-3 (Registration Number 333 – 230192) filed by the Company with the United States Securities and Exchange Commission (the “SEC”) on 11 March 2019 (the “Registration Statement”).

The Notes have been issued by Willis pursuant to the base indenture dated 16 May 2017 among (i) Willis, (ii) the Company, the Subsidiary and the other guarantors party thereto, and (iii) Wells Fargo, National Association (as trustee) (the “Base Indenture”), as supplemented, including by the fourth supplemental indenture dated 10 September 2019 (the “Supplemental Indenture”) and an officers’ certificate dated 29 May 2020, each among (i) Willis, (ii) the Company, the Subsidiary and the other guarantors party thereto, and (iii) Wells Fargo Bank, National Association (as trustee) (the “Officers’ Certificate”, and together with the Supplemental Indenture and the Base Indenture, the “Indenture”). The Indenture provides for the obligations under the Notes to be fully and unconditionally guaranteed (the “Guarantees”) pursuant to guarantees included in the Base Indenture by the Company, the Subsidiary, Willis Investment UK Holdings Limited, Willis Netherlands Holdings B.V., TA I Limited, Willis Towers Watson UK Holdings Limited, Willis Group Limited and Trinity Acquisition plc.

For the purposes of this opinion we have examined and relied upon the Registration Statement, the Officers’ Certificate and the documents listed in the Schedule to this opinion. The Registration Statement, the Officers’ Certificate and such documents are collectively referred to as the “Documents”. The Company and the Subsidiary are referred to as the “Irish Obligors” and each an “Irish Obligor”.

Managing Partner: Michael Jackson - Chairman: Tim Scanlon - Partners: Helen Kelly, Sharon Daly, Ruth Hunter, Tony O’Grady, Paraic Madigan, Tara Doyle, Anne-Marie Bohan, Patrick Spicer, Turlough Galvin, Patrick Molloy, George Brady, Robert O’Shea, Joseph Beashe, Duaita Counihan, Deirdre Dunne, Fergus Bolster, Christian Donogh, Bryan Dunne, Shane Hogan, Nicola Dunleavy, Julie Murphy-O’Connor, Mark O’Sullivan, Brian Doran, John Gill, Joe Duffy, Pat English, Shay Lydon, Aidan Fahy, Niamh Counihan, Gerry Thornton, Liam Collins, Darren Maher, Michael Byrne, Philip Lovegrove, Rebecca Ryan, Catherine O’Meara, Elizabeth Grace, Deirdre Cummins, Alan Keating, Peter McKeever, Alma Campion, Brendan Colgan, Garret Farrelly, Rhona Henry, April McClements, Gráinne Dever, Osán McClenaghan, Rory McPhillips, Niall Pelly, Michelle Ridge, Sally-Anne Stone, Matthew Broadstock, Emma Doherty, Leonie Dunne, Stuart Kennedy, Brian McCloskey, Madeline McDonnell, Claire McLoughlin, Barry O’Connor, Donal O’Donovan, Karen Reynolds, Kevin Smith, Ciaran Healy, Chris Bolland, Deirdre Kilroy, Michael Hastings, Maria Kennedy, Barry McGettrick, Kate McKenna, Donal O’Byrne, David O’Mahony, Russell Rochford, Liam Flynn, Gráinne Callanan, Geraldine Carr, Brian Doohan, Richard Kelly, Niamh Maher, Yvonne McWeeny, Mairéad Ní Ghabháin, Padraic Roche, Vahan Tchraikian, Kieran Trant, Deirdre Crowley, Philip Tully, David Jones, Kimberley Masuda, Susanne McMenamin, David Fitzgibbon. - Tax Principals: Greg Lockhart, Catherine Galvin, Anne Harvey. - Tax Department Chair: John Ryan. - General Counsel: Dermot Powell.
 Of Counsel: Chris Quinn, Liam Quirke.

Dublin Cork London New York Palo Alto San Francisco

www.matheson.com

We have made no searches or enquiries concerning, and we have not examined any contracts, instruments or documents entered into by or affecting the Irish Obligors or any other person, or any corporate records of the aforesaid, save for those searches, enquiries, contracts, instruments, documents or corporate records specified as being made or examined in this opinion.

This opinion is delivered in connection with the offering of the Notes by Willis and is strictly limited to the matters stated herein and does not extend to, and is not to be read as extending by implication to, any other matter.

Assumptions

For the purposes of giving this opinion we have assumed:

- (a) the authenticity, accuracy and completeness of all Documents and other documentation examined by us and the conformity to authentic original documents of all Documents and such other documentation submitted to us as certified, conformed, notarised or photostatic copies;
- (b) that each of the Documents and other such documentation which was received by electronic means is complete, intact and in conformity with the transmission as sent;
- (c) the genuineness of all signatures (including, for the avoidance of doubt, electronic signatures) and seals on the Documents;
- (d) any electronic signature inserted on any Document was inserted by the signatory in question and not by another person and where attested by a witness was inserted in the physical presence of the witness;
- (e) each party to the Documents which have been executed using electronic signatures has consented to the execution by the relevant parties of those Documents by way of electronic signature;
- (f) the authority, capacity and power of each of the persons signing the Documents (other than the directors or officers of the Irish Obligors);
- (g) that the Documents have been delivered by the Irish Obligors and are not subject to any escrow or other similar arrangement and that all conditions precedent contained in the Documents have been satisfied and the Documents are unconditional in all respects;
- (h) that there have been no amendments to the Constitutional Documents (as defined in the Schedule) or the attachments to the Corporate Certificates (as defined in the Schedule);
- (i) that (a) each Irish Obligor is fully solvent at the date hereof; (b) each Irish Obligor would not, as a consequence of doing any act or thing which the Documents and/or all deeds, instruments, assignments, agreements and other documents in relation to matters contemplated thereby and/or this opinion (the “**Ancillary Documents**”) contemplate, permit or require such Irish Obligor to do, be insolvent; (c) no resolution or petition for the appointment of a liquidator or examiner has been passed or presented in relation to each Irish Obligor; and (d) no receiver has been appointed in relation to any of the assets or undertaking of the Irish Obligors;
- (j) that there are no agreements or arrangements in existence which in any way amend or vary the terms of the Documents and/or the Ancillary Documents or in any way bear upon or are inconsistent with the contents of this opinion;

- (k) that any representation, warranty or statement of fact or law, other than as to the laws of Ireland, made in any of the Documents is true, accurate and complete;
- (l) that the Resolutions are in full force and effect, have not been rescinded, either in whole or in part and accurately record the resolutions passed by the Board of Directors of the relevant Irish Obligor at a meeting of the Board of Directors of the relevant Irish Obligor held on 19 May 2020 in respect of the Company and on 20 May 2020 in respect of the Subsidiary and that there is or was, at the relevant time no matter affecting the authority of the directors, any attorney or Authorised Representative or Authorized Officer (as such terms are defined in the Subsidiary's Resolutions (as defined in the Schedule) and the Company's Resolutions (as defined in the Schedule), respectively) of any Irish Obligor to enter into the Documents not disclosed by the Constitutional Documents (as defined in the Schedule) or the Resolutions, which would have any adverse implication in relation to the opinions expressed herein;
- (m) that the power of attorneys referenced in the Corporate Certificates have not been revoked or rescinded;
- (n) that, when the directors of each Irish Obligor passed the relevant Resolutions, each of the directors discharged his fiduciary duties to the relevant Irish Obligor and acted honestly and in good faith with a view to the best interests of such Irish Obligor;
- (o) that each Irish Obligor has filed the Registration Statement and that it has entered into the Officers' Certificate in good faith for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing that the activities contemplated by the Registration Statement and the Officers' Certificate would benefit such Irish Obligor;
- (p) that the information disclosed by the Searches (as defined in the Schedule) was accurate as of the date the Searches were made and has not been altered and that the Searches did not fail to disclose any information which had been delivered for registration but did not appear from the information available at the time the Searches were made or which ought to have been delivered for registration at that time but had not been so delivered and that no additional matters would have been disclosed by searches being carried out since that time;
- (q) that the final terms of the Notes have been approved by the Pricing Committee (as defined in the Resolutions); and
- (r) that any approvals or consents from Aon plc as are referred to in the Company's Resolutions (as defined in Schedule 3) have been received.

Opinion

Based upon and subject to the foregoing and subject to the reservations set out below and to any matter not disclosed to us, we are of the opinion that:

- (1) The Company is a public company limited by shares, is duly incorporated and validly existing under the laws of Ireland. The Subsidiary is a private unlimited company, is duly incorporated and validly existing under the laws of Ireland.
- (2) Each Irish Obligor has all requisite corporate power and authority to enter into, execute and deliver the Officers' Certificate and perform its obligations under the Officers' Certificate.

Reservations

This opinion is subject to the following reservations:

- (a) We express no opinion as to any law other than Irish law and none of the opinions expressed herein relates to compliance with or matters governed by the laws of any jurisdiction except Ireland. This opinion is limited to Irish law as applied by the Courts of Ireland at the date hereof. We have assumed, without enquiry, that there is nothing in the laws of any other jurisdiction which would or might affect the opinions as stated herein.
- (b) Any provision in the Documents that certain calculations or certificates will be conclusive and binding will not be effective if such calculations or certificates are fraudulent or erroneous on their face and will not necessarily prevent juridical enquiries into the merits of any claim by an aggrieved party.
- (c) Searches of the Companies Registration Office, the Register of Winding Up Petitions at the Central Office of the High Court and the Judgements Office in the Central Office of the High Court are not conclusive and it should be noted that the Companies Registration Office, the Register of Winding Up Petitions at the Central Office of the High Court and the Judgements Office in the Central Office of the High Court do not reveal:
 - (i) details of matters which should have been lodged for filing or registration at the Companies Registration Office or the Central Office of the High Court but have not been lodged for filing or registration at the date the search is concluded;
 - (ii) whether any arbitration or administrative proceedings are pending in relation to the Company or whether any proceedings are threatened against the Company, or whether any arbitrator has been appointed; or
 - (iii) whether a receiver or manager has been appointed privately pursuant to the provisions of a debenture or other security, unless notice of the fact has been entered in the Register of Charges maintained by the Companies Registration Office.
- (d) A search at the Companies Registration Office is not capable of revealing whether or not a winding up petition or a petition for the appointment of an examiner has been presented.
- (e) A search at the Registry of Winding up Petitions at the Central Office of the High Court is not capable of revealing whether or not a receiver has been appointed.
- (f) While each of the making of a winding up order, the making of an order for the appointment of an examiner and the appointment of a receiver may be revealed by a search at the Companies Registration Office, it may not be filed at the Companies Registration Office immediately and, therefore, our searches at the Companies Registration Office may not have revealed such matters. Similarly whilst a petition to wind up may be revealed by a search at the Registry of Winding up Petitions the making of a winding up order may not be filed at the Registry of Winding up Petitions immediately and therefore our searches at the Registry of Winding up Petitions may not have revealed such matters.
- (g) In addition, please note that, due to government restrictions announced on 27 March 2020 in response to the on-going Covid-19 pandemic, the Central Office of the High Court may be temporarily closed. If the Central Office of the High Court is closed, certain of the Searches must be made online, rather than in person at the Central Office of the High Court (“**Online**”

Searches”). Online Searches may not be up to date and may not disclose a winding up order or a petition for the appointment of an examiner or the appointment of a receiver which has been filed with the Central Office of the High Court subsequent to the temporary closure of the Central Office of the High Court as referred to above.

(h) In order to issue this opinion we have carried out the Searches and have not enquired as to whether there has been any change since the date of such Searches.

Disclosure

This opinion is addressed to you in connection with the filing by the Irish Obligors and the other registrants named therein of the Registration Statement with the SEC. We consent to the incorporation by reference of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the caption “Legal Opinions” in the Prospectus. In giving the foregoing consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, of the United States, or the rules and regulations of the SEC. Except as stated above, without our prior written consent, this opinion may not be furnished or quoted to or relied upon by any person for any purpose.

Further, this opinion speaks as of its date and is strictly limited to the matters stated herein and we assume no obligation to review or update this opinion if applicable laws or the existing facts or circumstances should change.

This opinion is governed by and is to be construed in accordance with Irish law. It is given on the basis that it will not give rise to any legal proceedings with respect thereto in any jurisdiction other than Ireland.

Yours faithfully

/s/ MATHESON

SCHEDULE

1. The Registration Statement;
2. The prospectus, dated as of 11 March 2019, which forms a part of the Registration Statement, the preliminary prospectus supplement dated 21 May 2020 and the prospectus supplement, dated 21 May 2020 (together the “**Prospectus**”);
3. The Officers’ Certificate;
4. Searches (the “**Searches**”) made on 29 May 2020 at the Companies Registration Office, in the Register of Winding Up Petitions at the Central Office of the High Court and at the Judgements Office in the Central Office of the High Court against each Irish Obligor;
5. The copy of the certificate of incorporation, certificates of incorporation on change of name, registration and/or conversion and constitution of the Company delivered with the Company’s Corporate Certificate (collectively, the “**Company’s Constitutional Documents**”);
6. The copy of the certificates of incorporation and the constitution of the Subsidiary delivered with the Subsidiary’s Corporate Certificate (collectively, the “**Subsidiary’s Constitutional Documents**” and together with the Company’s Constitutional Documents, the “**Constitutional Documents**”);
7. The copy of the excerpt from the minutes of a meeting of the board of directors of the Company held on 19 May 2020 and dated 28 May 2020, approving, amongst other things, the contents and filing of amendments to the Registration Statement and any related registration statements, the execution of the Officers’ Certificate and the acts contemplated thereby, delivered with the Company’s Corporate Certificate (the “**Company’s Resolutions**”);
8. The copy of the minutes of a meeting of the board of directors of the Subsidiary held on 20 May 2020 and dated 20 May 2020, approving, amongst other things, the contents and filing of amendments to the Registration Statement and any related registration statements, the execution of the Officers’ Certificate and the acts contemplated thereby, delivered with the Subsidiary’s Corporate Certificate (the “**Subsidiary’s Resolutions**” and together with the Company’s Resolutions, the “**Resolutions**”); and
9. Corporate certificate and secretary’s certificate of the Company each dated 29 May 2020 (together, the “**Company’s Corporate Certificate**”) and corporate certificate and secretary’s certificate of the Subsidiary each dated 29 May 2020 (together, the “**Subsidiary’s Corporate Certificate**” and together with the “Company’s Corporate Certificate”, the “**Corporate Certificates**”).

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*Associated Firm

Baker & McKenzie Amsterdam N.V.
 Attorneys at law, Tax advisors
 and Civil-law notaries

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 1082 MD Amsterdam
 The Netherlands

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Willis Towers Watson Public Limited Company
 51 Lime Street
 London EC3M 7DQ
 England

29 May 2020

03279707-000001/5763207-v5\AMSDMS/PHS/EMH

Re: Willis Netherlands Holdings B.V.

Dear Sirs,

I. Introduction

We are acting as Dutch legal counsel (*advocaten*) to Willis Towers Watson Public Limited Company in respect of Willis Netherlands Holdings B.V., a company incorporated under the laws of The Netherlands with its principal offices at Amsterdam, The Netherlands (the “**Company**”), for the sole purpose of rendering a legal opinion as to certain matters of Dutch law in connection with the offer and sale by Willis North America Inc. of \$275,000,000 aggregate principal amount of its 2.950% Senior Notes due 2029 (the “**Notes**”), fully and unconditionally guaranteed by the Company and the other guarantors parties thereto, issued under the indenture dated 16 May 2017 (the “**Base Indenture**”) as supplemented, *inter alios*, by the fourth supplemental indenture dated 10 September 2019 (the “**Supplemental Indenture**”) by and between, *inter alios*, the Company as one of the guarantors, Wells Fargo Bank, National Association as trustee and Willis North America Inc. as issuer, and as further supplemented by an officers’ certificate dated 29 May 2020 (the “**Officers’ Certificate**”) and together with the Base Indenture and the Supplemental Indenture, the “**Indenture**”), which includes a guarantee of the Notes by, *inter alios*, the Company as one of the registrants (the “**Guarantee**”) registered pursuant to a Form S-3 Registration Statement, dated 11 March 2019, signed by, *inter alios*, the Company as one of the guarantors and with Willis North America Inc. as issuer in connection with the offer, sale and issuance of securities from time to time, the “**Registration Statement**”).

Baker & McKenzie Amsterdam N.V. has its registered office in Amsterdam, the Netherlands, and is registered with the Trade Register under number 34208804.

Baker & McKenzie Amsterdam N.V. is a member of Baker & McKenzie International, a Swiss Verein.

II. Role

Our role in respect of the entering into of the Documents (as defined below) by the Company has been limited to the issue of this opinion. We have not been involved in drafting or negotiating any documents or agreements cross-referred to in any of the Documents. Accordingly, we assume no responsibility for the adequacy of any Document.

III. Documents

For the purposes of this opinion, we have examined, and relied solely upon, originals or electronic copies of the documents as listed below, but not any documents or agreements cross-referred to in any such document (the “**Documents**”):

- a) a scanned copy, received by e-mail, of the executed Indenture as supplemented by the Supplemental Indenture and the Officers’ Certificate, including the Guarantee;
- b) a scanned copy, received by e-mail, of the executed Registration Statement;
- c) scanned copies, received by e-mail, of the prospectus dated 11 March 2019 which forms a part of the Registration Statement, the preliminary prospectus supplement dated 21 May 2020 and the prospectus supplement dated 21 May 2020 (the “**Prospectus**”);
- d) a scanned copy, received by email, of the executed written resolutions of the board of managing directors (*bestuur*) of the Company, dated 20 May 2020 *inter alia*, authorising the execution by the Company of the Officers’ Certificate (the “**Board Resolution**”);
- e) a scanned copy, received by email, of the executed written resolutions of the general meeting (*algemene vergadering*) of the Company, dated 20 May 2020, *inter alia*, approving the Board Resolution and authorising the execution by the Company of the Officers’ Certificate (the “**General Meeting Resolution**”);
- f) a scanned copy, received by email, of the excerpt, dated 29 May 2020, from the trade register of the Chamber of Commerce (*Kamer of Koophandel*) (the “**Chamber of Commerce**”) regarding the registration of the Company with the Chamber of Commerce under number 34367289 (the “**Company Excerpt**”);

- g) a scanned copy, received by email, of the deed of incorporation (akte van oprichting) of the Company dated 27 November 2009 (the “**Deed of Incorporation**”);
- h) a scanned copy, received by email, of the articles of association (statuten) of the Company, dated 2 October 2013, as deposited with the trade register of the Chamber of Commerce and which, according to the Company Excerpt, are the current articles of association of the Company being in force on the date hereof to have remained unaltered since that date (the “**Articles of Association**”); and
- i) the power of attorney granted by the Company and incorporated in the Board Resolution authorising each managing director of the Company and Andrew Krasner, Derrick Coggin and William Rigger, each acting individually (each an “**Attorney**”) to execute the Officers’ Certificate on behalf of the Company (the “**Power of Attorney**”).

The documents under d) through (including) i) are hereinafter collectively referred to as the “**Corporate Documents**”. The documents under d) and e) are hereinafter collectively referred to as the “**Resolutions**”.

Words importing the plural include the singular and *vice versa*. Where reference is made to the laws of The Netherlands, reference is made to the laws as in effect in the part of the Kingdom of The Netherlands that is located in Continental Europe (Europese deel van Nederland).

Except as stated herein, we have not examined any documents entered into by or affecting the Company or any corporate records of the Company and have not made any other enquiries concerning the Company.

IV. Assumptions

In examining and describing the Documents and in giving the opinions stated below, we have, to the extent necessary to form the opinions given below, with your permission, assumed the following:

- (i) the genuineness of all signatures on all documents or on the originals thereof and that each signature is the genuine signature of the individual purported to have placed such signature;
- (ii) the authenticity and completeness of all documents submitted to us as originals and the conformity to originals of all conformed, copied, faxed or

- specimen documents and that all documents examined by us as draft or execution copy conform to the final and executed documents; each of the Documents accurately records all terms agreed between the parties thereto and that the document specified in the Resolutions is congruent with and accurately specifies the Indenture;
- (iii) each party to any Document (other than the Company) has been duly incorporated and organised and is validly existing and in good standing (where such concept is legally relevant) under the laws of its jurisdiction of incorporation and of the jurisdiction of its principal place of business;
 - (iv) the power, capacity and (corporate, regulatory and other) authority of all parties (other than the Company) to enter into and perform their obligations under the Documents to which they are a party and the legal capacity (*handelingsbekwaamheid*) of all individuals acting on behalf of any such parties;
 - (v) under any applicable law, other than the laws of The Netherlands, the Documents have been duly authorised and validly executed and delivered by all parties thereto (including the Company);
 - (vi) the due compliance with all matters (including without limitation the obtaining of the necessary consents, licenses, approvals and authorisations, the making of the necessary filings, lodgements, registrations and notifications and the payment of stamp duties, if any, and other taxes) under any law other than the laws of The Netherlands as may relate to or be required in respect of (a) the Documents, (b) the lawful execution of the Documents, (c) the parties to the Documents (including the Company) or other persons affected thereby or (d) the performance or enforcement by or against the parties (including the Company) or such other persons;
 - (vii) at the date hereof the accuracy and completeness of the Corporate Documents and the factual matters stated, certified or evidenced thereby and that the Resolutions, the Power of Attorney and any other powers of attorney used in relation to the Documents have not been and will not be amended, superseded, repealed, rescinded or annulled;
 - (viii) that the Deed of Incorporation is a valid notarial deed (*notariële akte*), that the contents thereof are correct and complete and that there are no defects in the incorporation of the Company on the basis of which a court may dissolve the Company;

- (ix) that nothing in this opinion is affected by the provisions of the laws of any jurisdiction other than The Netherlands;
- (x) (1) the Company has not passed a resolution to voluntarily dissolve (*ontbinden*), merge (*fuseren*) or de-merge (*splitsen*) the Company, (2) no petition has been presented nor order made by a court for the bankruptcy (*faillissement*) or moratorium of payment (*surseance van betaling*) of the Company and that the Company has not been made subject to comparable insolvency proceedings in other jurisdictions, (3) no receiver, trustee, administrator (*bewindvoerder*) or similar officer has been appointed in respect of the Company or its assets, (4) the Company has not been subjected to measures on the basis of the Financial Institutions (Special Measures) Act (*Wet bijzondere maatregelen financiële ondernemingen*), (5) no decision has been taken to dissolve (*ontbinden*) the Company by (a) the Chamber of Commerce under article 2:19a of the Dutch Civil Code or (b) the competent court (*rechtbank*) under article 2:21 of the Dutch Civil Code.

This assumption is supported by (i) certifications and confirmations to that effect in the Resolutions, (ii) confirmations obtained as of the date hereof from (a) the Bankruptcy Clerk Office (*faillissementsgriffie*) of the competent courts of The Netherlands (b) the EU Insolvency Register (*EU Insolventieregister*) and (c) the online central insolvency register (*Centraal Insolventie Register*) confirming that the Company has not been declared bankrupt, that a moratorium of payments has not been granted and (iii) the confirmation obtained by telephone today from the Chamber of Commerce that the Company has not been declared bankrupt or dissolved nor a moratorium of payments has been granted, that no administrator (*bewindvoerder*) has been appointed, and that the Chamber of Commerce does not intend to dissolve the Company;

- (xi) that the execution of the Documents to which the Company is a party and the performance of the transactions contemplated thereby are in the best corporate interest of the Company and are not prejudicial to its creditors (present and future);
- (xii) to the extent that the Documents were executed by an attorney-in-fact acting pursuant to a power of attorney issued by the Company, under the laws governing the existence and extent of the powers of such attorney-in-fact as determined pursuant to the Hague Convention on the Law Applicable to Agency (other than the laws of The Netherlands), such power of attorney authorises such attorney-in-fact to bind the Company towards the other party or parties thereto;

- (xiii) none of the managing directors of the Company is subject to a civil law board member disqualification (*civielrechtelijk bestuursverbod*) or suspension (*schorsing*) to act as a board member imposed by a competent court pursuant to Articles 106a through 106e of the Dutch Bankruptcy Act (*Faillissementswet*) or rules or regulation of similar application, nor has been denied by a regulator the authority to fulfil positions at regulated entities or other enterprises pursuant to article 1:87 of the Financial Supervision Act (*Wet op het financieel toezicht*). This assumption is supported by the Board Resolution;
- (xiv) none of the managing directors of the Company has a conflict of interest (in private or otherwise) which would preclude any of the managing directors of the Company from participating in the deliberations and the decision-making process concerned in accordance with Article 2:239(6) of the Dutch Civil Code. This assumption is supported by the confirmations or certifications of the managing directors of the Company in the Board Resolution;
- (xv) the Company does not have a works council (*ondernemingsraad*) nor central works council (*centrale ondernemingsraad*) nor group works council (*groepsondernemingsraad*), nor is it in the process of establishing a works council and the Company does not have the obligation to establish a works council pursuant to the mandatory rules all as referred to in the Works Councils Act (*Wet op de ondernemingsraden*);
- (xvi) all parties have entered into the Indenture for *bona fide* commercial reasons and at arm's length terms;
- (xvii) there are no supplemental terms and conditions agreed by the parties to the Documents *inter se* or with third parties that could affect or qualify our opinions as set out herein;
- (xviii) the Company has and will have its “centre of main interests” (as that term is used in Article 3(1) of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) (the “**EU Insolvency Regulation**”) in The Netherlands; and
- (xix) the Company has not nor will have an “establishment” (as defined in Article 2(10) of the EU Insolvency Regulation) outside of The Netherlands.

We have not investigated or verified and we do not express an opinion on the accuracy of the facts, representations and warranties as to facts set out in the Documents, and in any other document on which we have relied in giving this opinion and for the purpose of this opinion, we have assumed that such facts are correct.

We do not express an opinion on matters of fact, matters of law of any jurisdiction other than The Netherlands, nor on tax, anti-trust law, insider dealing, data protection, unfair trade practices, market abuse laws, sanctions or international law, including, without limitation, the laws of the European Union, except to the extent the laws of the European Union (other than anti-trust and tax law) have direct force and effect in The Netherlands. No opinion is given on commercial, accounting, tax or non-legal matters or on the ability of the parties to meet their financial or other obligations under the Documents.

V. Opinion

Based on and subject to the foregoing (including the assumptions made above) and subject to any matters, documents or events not disclosed to us by the parties concerned and having regard to such legal considerations as we deem relevant, and subject to the qualifications listed below, we are of the opinion that:

Corporate Status

1. The Company is a corporation duly incorporated and validly existing under the laws of The Netherlands as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) and since the Company has not been dissolved, is not in liquidation, has not merged nor demerged as a result of which the Company ceased to exist, has not been declared bankrupt and has not been granted suspension of payments, it may be considered in good standing (an expression, however, which has no recognised meaning under Dutch law).

Capacity

2. The Company has the corporate power and capacity to execute and to deliver the Officers' Certificate and to undertake and perform the obligations expressed to be assumed by it under the Indenture.

Authorisation

3. The Company has not failed to take any necessary corporate action in connection with its authorization, execution and delivery of the Officers' Certificate, the absence of which may give the Company the right to assert against contracting third parties acting in good faith that it has not validly entered into the Officers' Certificate.

Execution

4. In accordance with article 19.1 of the Articles of Association, the board of managing directors of the Company represents the Company. A managing director A and a managing director B acting jointly are authorised to represent the Company.

According to the Company Excerpt, the board of managing directors of the Company consists of Adriaan Cornelis Konijnendijk (managing director A), Zie Ar Sing-Jegat (managing director A), Caroline Sarah Mc Carthy (managing director A), Sandra Marie Sierakowski (managing director B), Rosemary Hazel Hammond-West (managing director B) (jointly referred to as the “**Board Members**”).

Since the Board Resolution, which contains the Power of Attorney, is expressed to have been executed by the Board Members, the Power of Attorney has been validly granted on behalf of the Company.

Thus, the execution of the Officers’ Certificate on behalf of the Company by means of the signatures of a managing director A and a managing director B constitutes a due execution of the Officers’ Certificate on behalf of the Company.

VI. Qualifications

The opinions expressed above are subject to the following qualifications:

- (i) Our opinion is subject to and limited by the provisions of any applicable bankruptcy, insolvency, reorganisation or moratorium laws and other laws of general application relating to or affecting generally the enforcement of creditors’ rights and remedies (including the doctrine of creditors’ prejudice (*Actio Pauliana*) within the meaning of article 3:45 of the Dutch Civil Code and/or article 42 et. sec. of the Dutch Bankruptcy Act (*Faillissementswet*), sanctions and measures pursuant to applicable export control regulations, United Nations, European Community or Netherlands sanctions, implemented, effective or sanctioned in *inter alia*, The Netherlands Sanction Act 1977 (*Sanctiewet 1977*), the Economic Offences Act (*Wet Economische Delicten*), the Environmental Management Act (*Wet Milieubeheer*), the Financial Transactions Emergency Act (*Noodwet financieel verkeer*), the

Council Regulation (EC) No 2271/96 of 22 November 1996 on protecting against the effects of the extra-territorial application of legislation adopted by a third country (*Anti-Boycott Regulation*), the Act on Special Measures for Financial Enterprises (*Interventiewet*).

- (ii) Powers of attorney terminate (1) by revocation (*herroeping*) by the person issuing any such power of attorney (the “**Principal**”), (2) notice of termination (*opzegging*) given by the attorney appointed under such power of attorney (the “**Appointed Attorney**”), or (3) upon the death of, the commencement of legal guardianship over (*ondercuratelestelling*), the bankruptcy (*faillissement*) of, or the declaration that a debt settlement arrangement (*schuldsaneringsregeling*) shall apply to (a) the Appointed Attorney unless otherwise provided or (b) the Principal.

Powers of attorney, which are expressed to be irrevocable, are not capable of being revoked and (unless the power of attorney provides otherwise) will not terminate upon the death of or the commencement of legal guardianship of the Principal insofar as they extend to the performance of legal acts (*rechtshandelingen*) which are in the interest of the Appointed Attorney or a third party. However, at the request of the Principal, an heir or a trustee of such person, the court may amend or cancel an irrevocable power of attorney for significant reasons (*gewichtige redenen*).

In the event the Principal is granted a moratorium of payments (*surseance van betaling*), a power of attorney can only be exercised with the cooperation of the court-appointed administrator (*bewindvoerder*).

- (iii) Any appointment of a process agent is subject to the rules applicable to powers of attorney set forth above and to the requirement that there should be a reasonable and balanced interest for each party to the appointment.
- (iv) The concept of “delivery” of a document is not known or required under the laws of The Netherlands to render a document valid, binding and enforceable.
- (v) Article 2:7 of the Dutch Civil Code entitles companies to invoke the nullity of a legal act (*ultra vires*) if such legal act (*rechtshandeling*) cannot serve to realise the objects (*doel*) of such company and the other parties thereto knew, or should have known without an investigation of their own (*wist of zonder eigen onderzoek moest weten*), that such objects have been exceeded for which determination not only description of the objects clause is decisive, but all relevant circumstances have to be taken into account such as whether the interests of the company were served by the transaction. The nullity can only

be invoked by the company itself (or the trustee (curator) in bankruptcy) and not by the other parties involved, if the aforementioned requirements are met. Most authoritative legal writers agree that acts of a company which are (a) within the objects clause as contained in the articles of association of the company and (b) in the actual interest of the company in the sense that such acts are conducive to the realisation of the objects of the company as laid down in its articles of association, do not exceed the objects of the company and therefore are not subject to nullification pursuant to Article 2:7 of the Dutch Civil Code, which view is supported by the Dutch Supreme Court.

In practice, the concept of ultra vires has rarely been applied in court decisions in The Netherlands. Only under exceptional circumstances have transactions been considered to be ultra vires and consequently have been annulled. Nullification of a transaction can result in (internal) liability of the managing directors toward the legal entity.

The issuing of the guarantees is reflected in paragraph d. of article 3 of the objects clause (*doelomschrijving*) of the Articles of Association. However, the management of the Company must consider whether the issuing of the guarantees actually fulfils the material interests of the Company.

- (vi) Dutch substantive law does not have a concept or doctrine identical to the Anglo-American concept of “trust”; nevertheless any trust validly created under its governing law by the Indenture will be recognised by the courts of The Netherlands in accordance with, and subject to the limitations of, the rules of The Hague Convention on the Law Applicable to Trusts and on their Recognition; thus, where any of the Indenture provides that the Company shall hold certain assets and rights on trusts for (or for the benefit of) other parties, then under the laws of The Netherlands such provision will be effective to create a trust in respect of such assets provided that such assets and rights are held by the Company outside The Netherlands in, or governed by the laws of, a jurisdiction the domestic laws of which allow for the creation of trusts of the type contemplated by the Indenture; in all other cases such other parties may merely have an unsecured claim against the Company, which claim will rank *pari passu* with the claims of other unsecured and unsubordinated creditors of the Company.

VII Confidentiality and Reliance

In issuing this opinion we do not assume any obligation to notify or to inform you of any developments subsequent to its date that might render its contents untrue or inaccurate in whole or in part at such time. This opinion letter:

- (a) expresses and describes Dutch legal concepts in English and not in their original Dutch terms. These concepts may not be identical to the concepts described by the English translations; consequently this opinion is issued and may only be relied upon on the express condition that any issues of interpretation or liability issues arising under this opinion letter will be governed by the laws of The Netherlands and be brought before a Dutch court;
- (b) speaks as of the date stated above;
- (c) is addressed to you and is solely for your benefit;
- (d) is strictly limited to the matters set forth herein and no opinion may be inferred or implied beyond that expressly stated herein; and
- (e) may not be disclosed to or be relied upon by any other person, company, enterprise or institution other than you.

The foregoing opinions are limited in all respects to and are to be construed and interpreted in accordance with the laws of The Netherlands as they stand at today's date and as they are presently interpreted under published authoritative case law as at present in effect.

This opinion is addressed to you and may only be relied upon by you in connection with the filing of the Registration Statement and the transactions to which the Indenture relates. This letter may not be supplied, and its contents or existence may not be disclosed, to any person other than as an exhibit to (and therefore together with) the Registration Statement and may not be relied upon for any purpose other than the registration and the transactions to which the Indenture relates.

We consent to the incorporation by reference of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the caption "Legal Opinions" in the Prospectus Supplement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the U.S. Securities Act of 1933 or the rules and regulations of the SEC thereunder. In giving this consent, we do not imply that we are experts under the U.S. Securities Act of 1933, as amended or the rules and registrations of the SEC issued thereunder with respect to any part of the Registration Statement, including this letter.

This opinion is given on behalf of Baker & McKenzie Amsterdam N.V. and not by or on behalf of Baker & McKenzie International (a Swiss Verein) or any other member thereof. In this opinion the expressions “we”, “us”, “our” and like expressions should be construed accordingly. Any liability of Baker & McKenzie Amsterdam N.V. pursuant to this opinion shall be limited to the amount covered by its liability insurance.

Yours sincerely,

/s/ Baker & McKenzie Amsterdam N.V.

Weil, Gotshal & Manges (London) LLP

110 Fetter Lane
London EC4A 1AY
+44 20 7903 1000 tel
+44 20 7903 0990 fax

To: Willis Towers Watson Public Limited Company (the “**Company**”)
51 Lime Street
London
EC3M 7DQ
England

29 May 2020

Dear Ladies and Gentlemen

Willis North America Inc. (the “Issuer”): additional \$275,000,000 aggregate principal amount of its 2.950% Senior Notes due 2029 (the “Securities”)

1 INTRODUCTION

1.1 We have acted as legal advisers to Trinity Acquisition plc, Willis Investment UK Holdings Limited, TA I Limited, Willis Group Limited and Willis Towers Watson UK Holdings Limited (the “**English Companies**”) on matters of English law in connection with:

- (a) an underwriting agreement governed by New York law between the Trinity Issuer, Willis Towers Watson Public Limited Company as a guarantor (the “**Parent**”), the English Companies and the other guarantors named therein and the several underwriters named in Schedule I thereto dated 21 May 2020;
- (b) the indenture, dated as of 16 May 2017, among the Willis North America Inc., the English Companies and the other guarantors party thereto and Wells Fargo, National Association, as trustee, as supplemented by, inter alia, a second supplemental indenture, dated as of 11 August 2017, a third supplemental indenture, dated as of 10 September 2018, a fourth supplemental indenture, dated as of 10 September 2019 (the “**Fourth Supplemental Indenture**”) and an officers’ certificate dated as of 29 May 2020 (the “**Officers’ Certificate**”) and together with the indenture and supplemental indentures together being the “**Indenture**”), governed by New York law, in respect of the Securities between Willis North America Inc., the Parent, the English Companies, the other guarantors named therein and Wells Fargo Bank, National Association as trustee, including guarantees by the English Companies (the “**English Guarantees**”) and the other guarantors named therein of the obligations of the Trinity Issuer under the Securities.
- (c) a prospectus, dated as of 11 March 2019 which forms a part of the Registration Statement (as defined in paragraph 6 below) (the “**Base Prospectus**”); and
- (d) the prospectus supplement, dated 21 May 2020 (the “**Prospectus Supplement**”). We refer to the Base Prospectus as supplemented by the Prospectus Supplement as the “**Prospectus**”.

1.2 We have agreed to provide this letter to you on the conditions set out herein.

1.3 Nothing in this letter shall imply that we owe any duty of care to anyone other than the English Companies. By the provision of this letter to you we expressly do not adopt, and you may not assert that we owe you any duty of care to advise you as to the content, negotiation of or commercial and financial implications of the Indenture, the Documents (as defined in paragraph 2 below) or any other documents referred to in the Indenture.

Weil, Gotshal & Manges (London) LLP (“Weil London”) is a limited liability partnership incorporated in England and Wales under number OC400678. Its registered office is at 110 Fetter Lane, London EC4A 1AY. Weil London is authorised and regulated by the Solicitors Regulation Authority under SRA ID 623206. A list of the members of Weil London is available at the registered office. We use the word “partner” to refer to a member of Weil London or an employee or consultant with equivalent standing and qualifications.

- 1.4 For the purposes of paragraph 4 (*Assumptions*) and paragraph 6 (*Qualifications*) of this opinion, save where expressly indicated to the contrary, “signature” shall include, without limitation, any electronic and digital signature (whether generated through the use of a cloud based electronic signing platform (“ESP”) or otherwise) and, correspondingly, “sign” includes where the signatory has inserted their name and signature by electronic means (including through the use of an ESP) in an execution version of the relevant document to which they are a party, “execution” shall include any execution by means of such signatures and expressions such as “signed” or “executed” shall be construed accordingly.

2 DOCUMENTS EXAMINED

In order to give this opinion we have only examined the Indenture (including the English Guarantees), and the documents and certificates listed in the schedule to this letter (together the “**Documents**”). We have relied upon the statements as to factual matters contained in each of the Documents. We express no opinion as to any agreement, instrument or other document other than as specified in this letter. In addition, we have not been instructed to make any enquiries concerning any of the parties to the Indenture (other than in respect of the English Companies) for the purposes of this opinion nor have we done so.

3 SCOPE OF OPINION

- 3.1 This opinion is given only with respect to English law in force at the date of this opinion as applied by English courts. We have not been instructed to make, and have not instigated, investigation of and give no opinion as to the laws of any other jurisdiction or the application of English or any other law by any other courts or on the enforceability of judgments of any other courts.
- 3.2 We give no opinion as to matters of fact.
- 3.3 We express no opinion as to the effect that any future event or future act of the parties to the Indenture or any third parties may have on the matters referred to in this letter.
- 3.4 You expressly agree that we have no responsibility to notify you of any change to this opinion after the date of this letter.
- 3.5 This opinion is given on the basis that it is governed by and shall be construed in accordance with English law and all matters (including without limitation, any contractual or non-contractual obligation) arising from or connected with it are governed by, and will be construed in accordance with English law.

4 ASSUMPTIONS

- 4.1 In considering the Documents and in giving this opinion, we have with your consent and without further investigation or enquiry assumed:
- (a) the genuineness of all signatures, stamps and seals on all documents;
 - (b) that all signatures, stamps and seals were applied to a complete and final version of the document on which they appear;
 - (c) the authenticity, accuracy and completeness of those of the Documents submitted to us as originals, the conformity to the original documents of those of the Documents submitted to us as certified, conformed, facsimile or electronic copies or photocopies and the authenticity, accuracy and completeness of those original documents;

- (d) in the case of any document executed with an electronic or digital signature:
 - (i) the person whose signature appears in the signature block of any executed electronic document is the person who signed such document and such person intended to authenticate the document;
 - (ii) (if applicable) the person who signed the attestation clause corresponding to a signature was physically present and witnessed the signatory sign; and
 - (iii) any electronic or digital signature which was affixed, attached or made to any document was affixed, attached or made (as applicable) by the signatory in question and not by another person;
- (e) no amendments (whether oral, in writing or by conduct of the parties) have been made to any of the Documents;
- (f) that, where a Document has been examined by us in draft or specimen form, it will be, or has been, duly executed in the form of that draft or specimen (without amendment) and those transactions contemplated by the Documents which are not yet completed will be carried out strictly in the manner described;
- (g) that the Documents contain all relevant factual information which is material for the purposes of our opinion and there is no other arrangement (whether legally binding or not) between all or any of the parties or any other matter which renders such information inaccurate, incomplete or misleading or which affects the conclusions stated in this opinion letter;
- (h) that any Documents which are English law deeds were validly executed in accordance with the execution formalities required in respect of deeds under English law;
- (i) that the memorandums and articles of association examined by us are the current memorandum and articles of association of each of the English Companies;
- (j) that (i) the unanimous written consents of the board of directors of each of the English Companies authorising the execution of the Fourth Supplemental Indenture, each dated 18 April 2019; and (ii) the minutes of meetings of the board of directors of each of the English Companies authorising the filing of the Prospectus Supplement and the execution of the Officers' Certificate each held on 20 May 2020 (together, the "**Board Consents**") contain resolutions which were duly passed by all duly appointed directors of the English Companies or, in the case of resolutions passed at a meeting for the directors, were duly passed at a meeting convened and held in accordance with the relevant company's articles of association at which a quorum was present throughout, and those resolutions have not been, and will not be, amended, rescinded or superseded;
- (k) that the Fourth Supplemental Indenture has been signed on behalf of each of the English Companies by the persons authorised to do so pursuant to the relevant Board Consents;
- (l) that the Officers' Certificate has been signed on behalf of each of the English Companies by the persons authorised to do so pursuant to the relevant Board Consents;

- (m) that the information revealed by our on-line search in respect of the English Companies on the Companies House Direct Service made on 29 May 2020 (the “**Company Searches**”) was accurate, up-to-date and complete as at the relevant date in all respects and that nothing has occurred since such searches to make that information inaccurate in any respect;
- (n) that the information revealed by a search in respect of the English Companies at the Central Register of Winding-Up Petitions through the LegalinX Insolvency Plus service in relation to the English Companies made on 29 May 2020 (the “**Winding-Up Enquiry**”) was accurate, up-to-date and complete as at the relevant date in all respects and that nothing has occurred since our enquiry to make any such information inaccurate in any respect;
- (o) the legal capacity of all natural persons;
- (p) that each party to the Indenture, other than the English Companies, is duly organised, validly existing and in good standing (where such concept is legally relevant) under the laws of its jurisdiction of incorporation;
- (q) the legal and corporate capacity, power and authority of each of the parties to the Indenture, other than the English Companies, to execute, deliver and perform their respective obligations and exercise their rights under the Indenture;
- (r) that the directors of the English Companies in authorising execution of the Indenture have exercised their powers in accordance with their duties under all applicable laws and in furtherance of the relevant company’s constitution, as defined in section 17 of the Companies Act 2006;
- (s) to the extent that the laws of New York or any other jurisdiction are relevant, there are no provisions of such law which would affect this opinion; and
- (t) each of the parties to the Indenture has complied with and will comply with all applicable provisions of the Financial Services and Markets Act 2000 and any applicable secondary legislation made under it.

5 **OPINION**

5.1 Based on the above assumptions and subject to the qualifications set out below in paragraph 6, and any matters or documents not disclosed to us, and having regard to such considerations of English law in force as at the date of this letter as we consider relevant, we are of the opinion that:

- (a) each of the English Companies is a company duly incorporated under the laws of England and Wales;
- (b) the Company Searches revealed no order or resolution for the winding-up of the English Companies and no notice of appointment in respect of any of the English Companies of a liquidator, receiver, administrative receiver, administrator or supervisor of a voluntary arrangement at the date and time of the Company Searches;
- (c) the responses to the Winding-Up Enquiry indicated that no petition for the winding-up of any of the English Companies had been presented at the date and time of the Winding-Up Enquiry;
- (d) the execution of the Indenture (including the English Guarantees) has been duly authorised by all necessary corporate action on the part of each of the English Companies and the Indenture has been duly executed by each of the English Companies; and

- (e) the issuance of the English Guarantees has been duly authorised by all necessary corporate action on the part of the English Companies, and each of the English Companies has all the requisite power and authority to execute, deliver and perform its obligations under the English Guarantees.

6 QUALIFICATIONS

6.1 The opinions expressed in paragraph 5 above are subject to the following qualification:

- (a) the Company Searches and Winding-up Enquiry are not conclusively capable of revealing whether or not a winding up petition in respect of a compulsory winding up has been presented or made or a receiver, administrative receiver, administrator or liquidator appointed.

6.2 We have not been responsible for investigating or verifying the accuracy of any facts including statements of foreign law, or the reasonableness of any statement of opinion or intention, contained in or relevant to any document referred to in this letter, or that no material facts have been omitted from any such document.

6.3 We express no opinion as to the taxation consequences of the transactions contemplated by the Indenture or the Securities.

The opinions expressed herein are rendered solely for your benefit in connection with the transactions described herein. Those opinions may not be used or relied upon by any other person, nor may this letter or any copies hereof be furnished to a third party, filed with a governmental agency, quoted, cited or otherwise referred to without our prior written consent. Notwithstanding the foregoing, we hereby consent to the incorporation by reference of this letter as an exhibit to the shelf registration statement filed with the U.S. Securities and Exchange Commission (the “**Commission**”) dated 11 March 2019 (the “**Registration Statement**”), and to any and all references to our firm in the Prospectus. In giving such consent we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the U.S. Securities Act of 1933, as amended, or the rules and regulations of the Commission.

Yours faithfully

/s/ **Weil, Gotshal & Manges (London) LLP**

SCHEDULE

- 1 A copy of the certificate of incorporation and, where relevant, certificate of incorporation on change of name and certificate of re-registration, of each of the English Companies.
- 2 A copy of the memorandum and articles of association of each of the English Companies.
- 3 A copy of each of the Board Consents.
- 4 A copy of any power of attorney authorising the execution of the Indenture.
- 5 The Indenture (including the English Guarantees).
- 6 The Prospectus.