
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): August 11, 2017

**WILLIS TOWERS WATSON PUBLIC LIMITED
COMPANY**

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction
or incorporation)

001-16503
(Commission
File Number)

98-0352587
(IRS Employer
Identification No.)

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

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

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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 August 11, 2017, the outstanding indentures (the “Indentures”) for Willis North America Inc., Trinity Acquisition plc (f/k/a Trinity Acquisition Limited) and Willis Towers Watson public limited company (the “Company”) were amended and supplemented by certain supplemental indentures thereto (together, the “Supplemental Indentures”) to evidence the succession of Willis Towers Watson UK Holdings Limited (the “Assuming Guarantor”) to WTW Bermuda Holdings Limited (the “Transferring Guarantor”) and the assumption by the Assuming Guarantor of the covenants of the Transferring Guarantor under the Supplemental Indentures and in the securities. As the successor to the Transferring Guarantor of all obligations under the Indentures, and upon the release of the Transferring Guarantor, the Assuming Guarantor will also become the successor to the Transferring Guarantor with regard to any reporting obligations (or exemptions therefrom) under the Securities Exchange Act of 1934, as amended. The Assuming Guarantor also became a party by way of a joinder to the Company’s Amended and Restated Credit Agreement, dated as of March 7, 2017, as amended.

The foregoing description of the Supplemental Indentures is qualified in its entirety by reference to such Supplemental Indentures, which have been filed as Exhibits 4.1, 4.2, 4.3 and 4.4 hereto, respectively.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Eighth Supplemental Indenture, dated as of August 11, 2017 to the Indenture, dated as of July 1, 2005.
4.2	Third Supplemental Indenture, dated as of August 11, 2017 to the Indenture, dated as of March 17, 2011.
4.3	Fifth Supplemental Indenture, dated as of August 11, 2017 to the Indenture, dated as of August 15, 2013.
4.4	Second Supplemental Indenture, dated as of August 11, 2017 to the Indenture, dated as of May 16, 2017.

SIGNATURES

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

WILLIS TOWERS WATSON PUBLIC LIMITED COMPANY

(Registrant)

Date: August 16, 2017

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Global Group Treasurer

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

Eighth Supplemental Indenture
Dated as of August 11, 2017
to the
Indenture
Dated as of July 1, 2005
as amended and supplemented by the
First Supplemental Indenture,
Dated as of July 1, 2005,
Second Supplemental Indenture,
Dated as of March 28, 2007,
Third Supplemental Indenture,
Dated as of October 1, 2008,
Fourth Supplemental Indenture,
Dated as of September 29, 2009,
Fifth Supplemental Indenture,
Dated as of December 31, 2009,
Sixth Supplemental Indenture,
Dated as of December 22, 2010,
and
Seventh Supplemental Indenture,
Dated as of March 9, 2016

Providing for the Assumption of Guaranteed Obligations

EIGHTH SUPPLEMENTAL INDENTURE

EIGHTH SUPPLEMENTAL INDENTURE (this “***Eighth Supplemental Indenture***”), dated as of August, 2017, among Willis North America, Inc., a Delaware corporation (the “***Issuer***”), Willis Towers Watson Public Limited Company (f/k/a Willis Group Holdings Public Limited Company), a company organized and existing under the laws of Ireland (the “***Parent Guarantor***”), the Guarantors listed on Schedule A, attached hereto (the “***Existing Guarantors***”), Willis Towers Watson UK Holdings Limited, a company incorporated under the laws of England and Wales (the “***Assuming Guarantor***”) and The Bank of New York Mellon (as successor to JPMorgan Chase Bank, N.A.) a New York banking corporation (the “***Trustee***”), to the Indenture, dated as of July 1, 2005, among the Issuer, the Parent Guarantor, the guarantors party thereto and the Trustee (the “***Base Indenture***”), as amended and supplemented by the First Supplemental Indenture, dated as of July 1, 2005 (the “***First Supplemental Indenture***”), the Second Supplemental Indenture, dated as of March 28, 2007 (the “***Second Supplemental Indenture***”), the Third Supplemental Indenture, dated as of October 1, 2008 (the “***Third Supplemental Indenture***”), the Fourth Supplemental Indenture, dated as of September 29, 2009 (the “***Fourth Supplemental Indenture***”), the Fifth Supplemental Indenture, dated as of December 31, 2009 (the “***Fifth Supplemental Indenture***”), the Sixth Supplemental Indenture, dated as of December 22, 2010 (the “***Sixth Supplemental Indenture***”) and the Seventh Supplemental Indenture, dated as of March 9, 2016 (the “***Seventh Supplemental Indenture***” and together with the First, Second, Third, Fourth, Fifth and Sixth Supplemental Indentures and the Base Indenture, the “***Indenture***”).

RECITALS:

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

WHEREAS, Section 9.01 of the Indenture permits a Guarantor (this and other capitalized terms used herein and not otherwise defined have the meanings given to them in the Base Indenture) to convey, transfer or lease its properties and assets substantially as an entirety to any Person, provided that, (a) except in the case of the Parent Guarantor or the Issuer, the successor Person shall be a Person organized and existing under the laws of England and Wales, and such Person shall expressly assume by supplemental indenture, all the obligations of such Guarantor under the Indenture and the Securities and immediately after such transaction no Event of Default shall have happened or be continuing and (b) the Issuer has delivered to the Trustee an Officers’ Certificate and an Opinion of Counsel, each stating that such conveyance, transfer or lease and supplemental indenture comply with Article Nine of the Indenture and all the conditions precedent stated therein have been complied with;

WHEREAS, Section 9.02 of the Indenture permits the predecessor corporation to be relieved of all obligations and covenants under the Indenture and the Securities after the conveyance or transfer of the properties and assets of such Guarantor substantially as an entirety in accordance with Section 9.01 and after the successor Person succeeds to, is substituted for, and becomes entitled to exercise every right and power of such Guarantor;

WHEREAS, Section 10.01(1) of the Indenture permits the Issuer, the Guarantors and the Trustee to enter into a supplemental indenture to the Indenture without the consent of the Holders of the Securities to evidence the succession of another Person to a Guarantor and the assumption by such successor Person of the covenants of the Guarantor in the Indenture and the Securities pursuant to Article Nine of the Indenture;

WHEREAS, the properties and assets of WTW Bermuda Holdings Limited (the “**Transferring Guarantor**”) are being transferred substantially as an entirety to the Assuming Guarantor (the “**Transfer**”) and the Assuming Guarantor desires to assume all of the Guaranteed Obligations of the Transferring Guarantor, including all obligations of a Guarantor under Article Sixteen of the Indenture;

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

WHEREAS, the Trustee has received an Opinion of Counsel and an Officers’ Certificate, pursuant to Sections 1.02, 9.01 and 10.03 of the Indenture, stating, as applicable, that (a) the execution of the Eighth Supplemental Indenture is authorized or permitted by the Indenture, (b) the transfer of the Transferring Guarantor’s properties and assets substantially as an entirety to the Assuming Guarantor and the Eighth Supplemental Indenture comply with Article Nine of the Indenture and (c) all conditions precedent (including any covenants compliance with which constitutes a condition precedent) provided for in the Indenture to such transaction and to the execution and delivery by the Trustee of the Eighth Supplemental Indenture have been complied with;

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

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

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

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

ARTICLE ONE ASSUMPTION OF GUARANTOR OBLIGATIONS

Section 1.1 Assumption of Guarantor Obligations by Assuming Guarantor.

Upon consummation of the Transfer, the Assuming Guarantor hereby assumes the Guaranteed Obligations of the Transferring Guarantor under the Indenture and the Securities, and thereby and hereby becomes, and agrees to be bound by all of the provisions of the Indenture (including Article Ten thereof) applicable to, a Guarantor (other than the Parent Guarantor), as if originally named as a guarantor in the Base Indenture. Upon consummation of the Transfer, the Transferring Guarantor is hereby relieved of all obligations and covenants under the Indenture and the Securities pursuant to Section 9.02 of the Indenture.

ARTICLE TWO MISCELLANEOUS

Section 2.1 Integral Part.

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

Section 2.2 Adoption, Ratification and Confirmation.

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

Section 2.3 Counterparts.

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

Section 2.4 Governing Law.

THIS EIGHTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS LAW. EACH OF THE ISSUER, THE PARENT GUARANTOR, THE EXISTING GUARANTORS, THE ASSUMING GUARANTOR 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 EIGHTH SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.5 Conflict with Trust Indenture Act.

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

Section 2.6 Effect of Heading.

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

Section 2.7 Separability Clause.

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

Section 2.8 Successors and Assigns.

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

Section 2.9 Benefit of Indenture.

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

Section 2.10 The Trustee.

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

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

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

ISSUER

WILLIS NORTH AMERICA INC.

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorized Officer

[Signature Page to 8th Supplemental Indenture to the 2005 Indenture (WNA)]

PARENT GUARANTOR

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

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Global Group Treasurer

IN THE PRESENCE OF:-

/s/ J. Ammon Smartt

(WITNESS' SIGNATURE)

26 Century Blvd, Nashville, TN 37214

(WITNESS' ADDRESS)

Attorney

(WITNESS' OCCUPATION)

[Signature Page to 8th Supplemental Indenture to the 2005 Indenture (WNA)]

EXISTING GUARANTORS

SIGNED AND DELIVERED FOR AND ON BEHALF
OF AND AS THE DEED OF **WILLIS TOWERS WATSON**
SUB HOLDINGS UNLIMITED
BY ITS LAWFULLY APPOINTED ATTORNEY

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Attorney

IN THE PRESENCE OF:-

/s/ J. Ammon Smartt

(WITNESS' SIGNATURE)

26 Century Blvd, Nashville, TN 37214

(WITNESS' ADDRESS)

Attorney

(WITNESS' OCCUPATION)

[Signature Page to 8th Supplemental Indenture to the 2005 Indenture (WNA)]

WILLIS NETHERLANDS HOLDINGS B.V.

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Attorney

WILLIS INVESTMENT UK HOLDINGS LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

TA I LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

WTW BERMUDA HOLDINGS LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

TRINITY ACQUISITION PLC

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

By: /s/ Steven Alock

Name: Steven Alcock

Title: Director

[Signature Page to 8th Supplemental Indenture to the 2005 Indenture (WNA)]

WILLIS GROUP LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

[Signature Page to 8th Supplemental Indenture to the 2005 Indenture (WNA)]

ASSUMING GUARANTOR

WILLIS TOWERS WATSON UK HOLDINGS LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Signatory

[Signature Page to 8th Supplemental Indenture to the 2005 Indenture (WNA)]

TRUSTEE

THE BANK OF NEW YORK MELLON, AS TRUSTEE

By: /s/ Laurence J. O'Brien

Name: Laurence J. O'Brien

Title: Vice President

[Signature Page to 8th Supplemental Indenture to the 2005 Indenture (WNA)]

SCHEDULE A

EXISTING GUARANTORS

EXISTING GUARANTOR	JURISDICTION OF ORGANIZATION
WILLIS TOWERS WATSON SUB HOLDINGS UNLIMITED	IRELAND
WILLIS NETHERLANDS HOLDINGS B.V.	NETHERLANDS
WILLIS INVESTMENT UK HOLDINGS LIMITED	ENGLAND AND WALES
TA I LIMITED	ENGLAND AND WALES
WTW BERMUDA HOLDINGS LIMITED	BERMUDA
TRINITY ACQUISITION PLC (f/k/a TRINITY ACQUISITION LIMITED)	ENGLAND AND WALES
WILLIS GROUP LIMITED	ENGLAND AND WALES

WILLIS TOWERS WATSON PUBLIC LIMITED COMPANY,

as Issuer

WILLIS TOWERS WATSON SUB HOLDINGS UNLIMITED

WILLIS NETHERLANDS HOLDINGS B.V.

WILLIS INVESTMENT UK HOLDINGS LIMITED

TA I LIMITED

WTW BERMUDA HOLDINGS LTD.

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

WILLIS GROUP LIMITED and

WILLIS NORTH AMERICA INC.,

as Existing Guarantors

and

WTW UK HOLDINGS LIMITED

as Assuming Guarantor

and

THE BANK OF NEW YORK MELLON,

as Trustee

Third Supplemental Indenture

Dated as of August 11, 2017

to the Indenture dated as of March 17, 2011,

as amended and supplemented by

the First Supplemental Indenture dated as of March 17, 2011

and

the Second Supplemental Indenture dated as of March 9, 2016.

Providing for the Assumption of Guaranteed Obligations

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE (this “**Third Supplemental Indenture**”), dated August 11, 2017, Willis Towers Watson Public Limited Company (f/k/a Willis Group Holdings Public Limited Company), a company organized and existing under the laws of Ireland, as issuer (the “**Issuer**”), the Guarantors listed on Schedule A, attached hereto (the “**Existing Guarantors**”), Willis Towers Watson UK Holdings Limited, a company incorporated under the laws of England and Wales (the “**Assuming Guarantor**”), and The Bank of New York Mellon, a New York banking corporation, as trustee (the “**Trustee**”), to the Indenture, dated as of March 17, 2011, among the Issuer, the Existing Guarantors and the Trustee (the “**Base Indenture**”), as amended and supplemented by the First Supplemental Indenture, dated as of March 17, 2011 (the “**First Supplemental Indenture**”), and the Second Supplemental Indenture dated as of March 9, 2016 (the “**Second Supplemental Indenture**” and together with the First Supplemental Indenture and the Base Indenture, the “**Indenture**”).

RECITALS:

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

WHEREAS, Section 9.01 of the Indenture permits a Guarantor (this and other capitalized terms used herein and not otherwise defined have the meanings given to them in the Base Indenture) to convey, transfer or lease its properties and assets substantially as an entirety to any Person, provided that, (a) except in the case of Willis North America Inc., the successor Person shall be a Person organized and existing under the laws of, *inter alia*, England and Wales, and such Person shall expressly assume by supplemental indenture, all the obligations of such Guarantor under the Indenture and the Securities and immediately after such transaction no Event of Default shall have happened or be continuing and (b) the Issuer has delivered to the Trustee an Officers’ Certificate and an Opinion of Counsel, each stating that such conveyance, transfer or lease and supplemental indenture comply with Article Nine of the Indenture and all the conditions precedent stated therein have been complied with;

WHEREAS, Section 9.02 of the Indenture permits the predecessor corporation to be relieved of all obligations and covenants under the Indenture and the Securities after the conveyance or transfer of the properties and assets of such Guarantor substantially as an entirety in accordance with Section 9.01 and after the successor Person succeeds to, is substituted for, and becomes entitled to exercise every right and power of such Guarantor;

WHEREAS, Section 10.01(1) of the Indenture permits the Issuer, the Guarantors and the Trustee to enter into a supplemental indenture to the Indenture without the consent of the Holders of the Securities to evidence the succession of another Person to a Guarantor and the assumption by such successor Person of the covenants of the Guarantor in the Indenture and the Securities pursuant to Article Nine of the Indenture;

WHEREAS, the properties and assets of WTW Bermuda Holdings Limited (the “**Transferring Guarantor**”) are being transferred substantially as an entirety to the Assuming Guarantor (the “**Transfer**”) and the Assuming Guarantor desires to assume all of the Guaranteed Obligations of the Transferring Guarantor, including all obligations of a Guarantor under Article Sixteen of the Indenture;

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

WHEREAS, the Trustee has received an Opinion of Counsel and an Officers' Certificate, pursuant to Sections 1.02, 9.01 and 10.03 of the Indenture, stating, as applicable, that (a) the execution of the Third Supplemental Indenture is authorized or permitted by the Indenture, (b) the transfer of the Transferring Guarantor's properties and assets substantially as an entirety to the Assuming Guarantor and the Third Supplemental Indenture comply with Article Nine of the Indenture and (c) all conditions precedent (including any covenants compliance with which constitutes a condition precedent) provided for in the Indenture to such transaction and to the execution and delivery by the Trustee of the Third Supplemental Indenture have been complied with;

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

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

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

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

ARTICLE ONE ASSUMPTION OF GUARANTOR OBLIGATIONS

Section 1.1 Assumption of Guarantor Obligations by Assuming Guarantor.

Upon consummation of the Transfer, the Assuming Guarantor hereby assumes the Guaranteed Obligations of the Transferring Guarantor under the Indenture and the Securities, and thereby and hereby becomes, and agrees to be bound by all of the provisions of the Indenture (including Article Ten thereof) applicable to, a Guarantor, as if originally named as a guarantor in the Base Indenture. Upon consummation of the Transfer, the Transferring Guarantor is hereby relieved of all obligations and covenants under the Indenture and the Securities pursuant to Section 9.02 of the Indenture.

ARTICLE TWO MISCELLANEOUS

Section 2.1 Integral Part.

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

Section 2.2 Adoption, Ratification and Confirmation.

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

Section 2.3 Counterparts.

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

Section 2.4 Governing Law.

THIS THIRD SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS LAW. EACH OF THE ISSUER, THE EXISTING GUARANTORS, THE ASSUMING GUARANTOR 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 THIRD SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.5 Conflict with Trust Indenture Act.

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

Section 2.6 Effect of Heading.

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

Section 2.7 Separability Clause.

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

Section 2.8 Successors and Assigns.

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

Section 2.9 Benefit of Indenture.

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

Section 2.10 The Trustee.

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

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

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

ISSUER

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

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Global Group Treasurer

IN THE PRESENCE OF:-

/s/ J. Ammon Smartt
(WITNESS' SIGNATURE)

26 Century Blvd, Nashville, TN 37214
(WITNESS' ADDRESS)

Attorney
(WITNESS' OCCUPATION)

[Signature Page to the 3rd Supplemental Indenture to the 2011 Indenture (Parent)]

Existing Guarantors

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

BY ITS LAWFULLY APPOINTED ATTORNEY

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Attorney

IN THE PRESENCE OF:-

/s/ J. Ammon Smartt

(WITNESS' SIGNATURE)

26 Century Blvd, Nashville, TN 37214

(WITNESS' ADDRESS)

Attorney

(WITNESS' OCCUPATION)

[Signature Page to the 3rd Supplemental Indenture to the 2011 Indenture (Parent)]

WILLIS NETHERLANDS HOLDINGS B.V.

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Attorney

WILLIS INVESTMENT UK HOLDINGS LIMITED

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Authorised Representative

TA I LIMITED

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Authorised Representative

WTW BERMUDA HOLDINGS LTD.

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Authorised Representative

WILLIS GROUP LIMITED

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Authorised Representative

WILLIS NORTH AMERICA INC.

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Authorised Representative

[Signature Page to the 3rd Supplemental Indenture to the 2011 Indenture (Parent)]

TRINITY ACQUISITION PLC

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

By: /s/ Steven Alcock

Name: Steven Alcock

Title: Director

[Signature Page to the 3rd Supplemental Indenture to the 2011 Indenture (Parent)]

ASSUMING GUARANTOR

WTW UK HOLDINGS LIMITED.

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Signatory

[Signature Page to the 3rd Supplemental Indenture to the 2011 Indenture (Parent)]

TRUSTEE

THE BANK OF NEW YORK MELLON, AS TRUSTEE

By: /s/ Laurence J. O'Brien

Name: Laurence J. O'Brien

Title: Vice President

[Signature Page to the 3rd Supplemental Indenture to the 2011 Indenture (Parent)]

SCHEDULE A

EXISTING GUARANTORS

EXISTING GUARANTOR	JURISDICTION OF ORGANIZATION
WILLIS TOWERS WATSON SUB HOLDINGS UNLIMITED	IRELAND
WILLIS NETHERLANDS HOLDINGS B.V.	NETHERLANDS
WILLIS INVESTMENT UK HOLDINGS LIMITED	ENGLAND AND WALES
TA I LIMITED	ENGLAND AND WALES
WTW BERMUDA HOLDINGS LIMITED	BERMUDA
TRINITY ACQUISITION PLC (f/k/a TRINITY ACQUISITION LIMITED)	ENGLAND AND WALES
WILLIS GROUP LIMITED	ENGLAND AND WALES
WILLIS NORTH AMERICA INC.	DELAWARE

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

as Issuer

WILLIS TOWERS WATSON PUBLIC LIMITED COMPANY,

as Parent Guarantor

WILLIS TOWERS WATSON SUB HOLDINGS UNLIMITED COMPANY

WILLIS NETHERLANDS HOLDINGS B.V.

WILLIS INVESTMENT UK HOLDINGS LIMITED

TA I LIMITED

WTW BERMUDA HOLDINGS LIMITED

WILLIS GROUP LIMITED and

WILLIS NORTH AMERICA INC.,

as Existing Guarantors

WILLIS TOWERS WATSON UK HOLDINGS LIMITED,

as Assuming Guarantor

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

Fifth Supplemental Indenture

Dated as of August 11, 2017

to the Indenture

Dated as of August 15, 2013

as amended and supplemented by the

First Supplemental Indenture

Dated as of August 15, 2013,

Second Supplemental Indenture

Dated as of March 9, 2016,

Third Supplemental Indenture

Dated as of March 22, 2016

and

Fourth Supplemental Indenture

Dated as of May 26, 2016

**Providing for the Assumption of Guaranteed Obligations
(Unlimited as to Aggregate Principal Amount)**

FIFTH SUPPLEMENTAL INDENTURE

FIFTH SUPPLEMENTAL INDENTURE (this "**Fifth Supplemental Indenture**"), dated as of August 11, 2017, among Trinity Acquisition plc (f/k/a Trinity Acquisition Limited), a company organized and existing under the laws of England and Wales, as issuer (the "**Issuer**"), Willis Towers Watson Public Limited Company (f/k/a Willis Group Holdings Public Limited Company), a company organized and existing under the laws of Ireland (the "**Parent Guarantor**"), the Guarantors listed on Schedule A (the "**Existing Guarantors**"), Willis Towers Watson UK Holdings Limited, a company incorporated under the laws of England and Wales (the "**Assuming Guarantor**") and Wells Fargo Bank, National Association, a national banking association, as trustee (the "**Trustee**"), to the Indenture, dated as of August 15, 2013, among the Issuer, the Parent Guarantor, the Existing Guarantors and the Trustee (the "**Base Indenture**"), as amended and supplemented by the First Supplemental Indenture, dated as of August 15, 2013 (the "**First Supplemental Indenture**"), the Second Supplemental Indenture, dated as of March 9, 2016 (the "**Second Supplemental Indenture**"), the Third Supplemental Indenture, dated as of March 22, 2016 (the "**Third Supplemental Indenture**"), the Fourth Supplemental Indenture, dated as of May 26, 2016 (the "**Fourth Supplemental Indenture**") and together with the First, Second and Third Supplemental Indentures and the Base Indenture, the "**Indenture**").

RECITALS:

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

WHEREAS, Section 8.01 of the Indenture permits a Guarantor (this and other capitalized terms used herein and not otherwise defined have the meanings given to them in the Base Indenture) to convey, transfer or lease its properties and assets substantially as an entirety to any Person, provided that, (a) except in the case of Willis North America Inc., the successor Person shall be a Person organized and existing under the laws of, *inter alia*, England and Wales, and such Person shall expressly assume by supplemental indenture, all the obligations of such Guarantor under the Indenture and the Securities and immediately after such transaction no Event of Default shall have happened or be continuing and (b) the Issuer has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such conveyance, transfer or lease and supplemental indenture comply with Article Eight of the Indenture and all the conditions precedent stated therein have been complied with;

WHEREAS, Section 8.02 of the Indenture permits the predecessor corporation to be relieved of all obligations and covenants under the Indenture and the Securities after the conveyance or transfer of the properties and assets of such Guarantor substantially as an entirety in accordance with Section 8.01 and after the successor Person succeeds to, is substituted for, and becomes entitled to exercise every right and power of such Guarantor;

WHEREAS, Section 9.01(1) of the Indenture permits the Issuer, the Guarantors and the Trustee to enter into a supplemental indenture to the Indenture without the consent of the Holders of the Securities to evidence the succession of another Person to a Guarantor and the assumption by such successor Person of the covenants of the Guarantor in the Indenture and the Securities pursuant to Article Eight of the Indenture;

WHEREAS, the properties and assets of WTW Bermuda Holdings Limited (the "**Transferring Guarantor**") are being transferred substantially as an entirety to the Assuming Guarantor (the "**Transfer**") and the Assuming Guarantor desires to assume all of the Guaranteed Obligations of the Transferring Guarantor, including all obligations of a Guarantor under Article Fifteen of the Indenture;

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

WHEREAS, the Trustee has received an Opinion of Counsel and an Officers' Certificate, pursuant to Sections 1.02, 8.01 and 9.03 of the Indenture, stating, as applicable, that (a) the execution of the Fifth Supplemental Indenture is authorized or permitted by the Indenture, (b) the transfer of the Transferring Guarantor's properties and assets substantially as an entirety to the Assuming Guarantor and the Fifth Supplemental Indenture comply with Article Eight of the Indenture and (c) all conditions precedent (including any covenants compliance with which constitutes a condition precedent) provided for in the Indenture to such transaction and to the execution and delivery by the Trustee of the Fifth Supplemental Indenture have been complied with; and

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

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

ARTICLE ONE ASSUMPTION OF GUARANTOR OBLIGATIONS

Section 1.1 Assumption of Guarantor Obligations by Assuming Guarantor.

Upon consummation of the Transfer, the Assuming Guarantor hereby assumes, subject to the terms thereof, the Guaranteed Obligations of a Guarantor under the Indenture and the Securities. Upon consummation of the Transfer, the Transferring Guarantor is hereby relieved of all obligations and covenants under the Indenture and the Securities pursuant to Section 8.02 of the Indenture.

Section 1.2 Guarantor Agencies.

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

ARTICLE TWO MISCELLANEOUS

Section 2.1 Integral Part.

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

Section 2.2 Adoption, Ratification and Confirmation.

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

Section 2.3 Counterparts.

This Fifth Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute

but one and the same instrument. The exchange of copies of this Fifth Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Fifth Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.4 Governing Law.

THIS FIFTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS LAW. EACH OF THE ISSUER, THE PARENT GUARANTOR, THE EXISTING GUARANTORS, THE ASSUMING GUARANTOR 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 FIFTH SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.5 Conflict with Trust Indenture Act.

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

Section 2.6 Effect of Heading and Table of Contents.

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

Section 2.7 Separability Clause.

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

Section 2.8 Successors and Assigns.

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

Section 2.9 Benefit of Indenture.

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

Section 2.10 The Trustee.

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

Section 2.11 FATCA.

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

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

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

ISSUER

TRINITY ACQUISITION PLC

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

By: /s/ Steven Alcock

Name: Steven Alcock

Title: Director

[Signature Page to the 5th Supplemental Indenture to the 2013 Indenture (Trinity)]

PARENT GUARANTOR

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

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Global Group Treasurer

IN THE PRESENCE OF:-

/s/ J. Ammon Smartt

(WITNESS' SIGNATURE)

26 Century Blvd, Nashville, TN 37214

(WITNESS' ADDRESS)

Attorney

(WITNESS' OCCUPATION)

[Signature Page to the 5th Supplemental Indenture to the 2013 Indenture (Trinity)]

EXISTING GUARANTORS

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

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Attorney

IN THE PRESENCE OF:-

/s/ J. Ammon Smartt

(WITNESS' SIGNATURE)

26 Century Blvd, Nashville, TN 37214

(WITNESS' ADDRESS)

Attorney

(WITNESS' OCCUPATION)

[Signature Page to the 5th Supplemental Indenture to the 2013 Indenture (Trinity)]

WILLIS NETHERLANDS HOLDINGS B.V.

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Attorney

WILLIS INVESTMENT UK HOLDINGS LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

TA I LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

WTW BERMUDA HOLDINGS LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

WILLIS GROUP LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

WILLIS NORTH AMERICA INC.

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorized Officer

[Signature Page to the 5th Supplemental Indenture to the 2013 Indenture (Trinity)]

ASSUMING GUARANTOR

WILLIS TOWERS WATSON UK HOLDINGS LIMITED.

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

[Signature Page to the 5th Supplemental Indenture to the 2013 Indenture (Trinity)]

TRUSTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Raymond Delli Colli

Name: Raymond Delli Colli

Title: Vice President

[Signature Page to the 5th Supplemental Indenture to the 2013 Indenture (Trinity)]

SCHEDULE A

EXISTING GUARANTORS

EXISTING GUARANTOR	JURISDICTION OF ORGANIZATION
WILLIS TOWERS WATSON SUB HOLDINGS UNLIMITED COMPANY	IRELAND
WILLIS NETHERLANDS HOLDINGS B.V.	NETHERLANDS
WILLIS INVESTMENT UK HOLDINGS LIMITED	ENGLAND AND WALES
TA I LIMITED	ENGLAND AND WALES
WTW BERMUDA HOLDINGS LIMITED	BERMUDA
WILLIS GROUP LIMITED	ENGLAND AND WALES
WILLIS NORTH AMERICA INC.	DELAWARE

WILLIS NORTH AMERICA INC.,

as Issuer

WILLIS TOWERS WATSON PUBLIC LIMITED COMPANY,

as Parent Guarantor

WILLIS TOWERS WATSON SUB HOLDINGS UNLIMITED COMPANY

WILLIS NETHERLANDS HOLDINGS B.V.

WILLIS INVESTMENT UK HOLDINGS LIMITED

TA I LIMITED

WTW BERMUDA HOLDINGS LIMITED

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

WILLIS GROUP LIMITED,

as Existing Guarantors

WILLIS TOWERS WATSON UK HOLDINGS LIMITED,

as Assuming Guarantor

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

Second Supplemental Indenture

Dated as of August 11, 2017

to the Indenture

Dated as of May 16, 2017

as amended and supplemented by the

First Supplemental Indenture

Dated as of May 16, 2017

**Providing for the Assumption of Guaranteed Obligations
(Unlimited as to Aggregate Principal Amount)**

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this “**Second Supplemental Indenture**”), dated as of August 11, 2017, among Willis North America Inc., a Delaware corporation (the “**Issuer**”), Willis Towers Watson Public Limited Company (f/k/a Willis Group Holdings Public Limited Company), a company organized and existing under the laws of Ireland (the “**Parent Guarantor**”), the Guarantors listed on Schedule A, attached hereto (the “**Existing Guarantors**”), Willis Towers Watson UK Holdings Limited, a company incorporated under the laws of England and Wales (the “**Assuming Guarantor**”) and Wells Fargo Bank, National Association, a national banking association, as trustee (the “**Trustee**”), to the Indenture, dated as of May 16, 2017, among the Issuer, the Parent Guarantor, the Existing Guarantors and the Trustee (the “**Base Indenture**”), as amended and supplemented by the First Supplemental Indenture, dated as of May 16, 2017 (the “**First Supplemental Indenture**” and together with the Base Indenture, the “**Indenture**”).

RECITALS:

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

WHEREAS, Section 8.01 of the Indenture permits a Guarantor (this and other capitalized terms used herein and not otherwise defined have the meanings given to them in the Base Indenture) to convey, transfer or lease its properties and assets substantially as an entirety to any Person, provided that, (a) except in the case of the Issuer, the successor Person shall be a Person organized and existing under the laws of, *inter alia*, England and Wales, and such Person shall expressly assume by supplemental indenture, all the obligations of such Guarantor under the Indenture and the Securities and immediately after such transaction no Event of Default shall have happened or be continuing and (b) the Issuer has delivered to the Trustee an Officers’ Certificate and an Opinion of Counsel, each stating that such conveyance, transfer or lease and supplemental indenture comply with Article Eight of the Indenture and all the conditions precedent stated therein have been complied with;

WHEREAS, Section 8.02 of the Indenture permits the predecessor corporation to be relieved of all obligations and covenants under the Indenture and the Securities after the conveyance or transfer of the properties and assets of such Guarantor substantially as an entirety in accordance with Section 8.01 and after the successor Person succeeds to, is substituted for, and becomes entitled to exercise every right and power of such Guarantor;

WHEREAS, Section 9.01(1) of the Indenture permits the Issuer, the Guarantors and the Trustee to enter into a supplemental indenture to the Indenture without the consent of the Holders of the Securities to evidence the succession of another Person to a Guarantor and the assumption by such successor Person of the covenants of the Guarantor in the Indenture and the Securities pursuant to Article Eight of the Indenture;

WHEREAS, the properties and assets of WTW Bermuda Holdings Limited (the “**Transferring Guarantor**”) are being transferred substantially as an entirety to the Assuming Guarantor (the “**Transfer**”) and the Assuming Guarantor desires to assume all of the Guaranteed Obligations of the Transferring Guarantor, including all obligations of a Guarantor under Article Fifteen of the Indenture;

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

WHEREAS, the Trustee has received an Opinion of Counsel and an Officers' Certificate, pursuant to Sections 1.02, 8.01 and 9.03 of the Indenture, stating, as applicable, that (a) the execution of the Second Supplemental Indenture is authorized or permitted by the Indenture, (b) the transfer of the Transferring Guarantor's properties and assets substantially as an entirety to the Assuming Guarantor and the Second Supplemental Indenture comply with Article Eight of the Indenture and (c) all conditions precedent (including any covenants compliance with which constitutes a condition precedent) provided for in the Indenture to such transaction and to the execution and delivery by the Trustee of the Second Supplemental Indenture have been complied with; and

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

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

**ARTICLE ONE
ASSUMPTION OF GUARANTOR OBLIGATIONS**

Section 1.1 Assumption of Guarantor Obligations by Assuming Guarantor.

Upon consummation of the Transfer, the Assuming Guarantor hereby assumes, subject to the terms thereof, the Guaranteed Obligations of a Guarantor under the Indenture and the Securities. Upon consummation of the Transfer, the Transferring Guarantor is hereby relieved of all obligations and covenants under the Indenture and the Securities pursuant to Section 8.02 of the Indenture.

Section 1.2 Guarantor Agencies.

The Assuming Guarantor hereby confirms all agency appointments made by a Guarantor under the Indenture.

**ARTICLE TWO
MISCELLANEOUS**

Section 2.1 Integral Part.

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

Section 2.2 Adoption, Ratification and Confirmation.

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

Section 2.3 Counterparts.

This Second Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Second Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and

delivery of this Second Supplemental Indenture as to the parties hereto and may be used in lieu of the original Second Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.4 Governing Law.

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

Section 2.5 Conflict with Trust Indenture Act.

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

Section 2.6 Effect of Heading and Table of Contents.

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

Section 2.7 Separability Clause.

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

Section 2.8 Successors and Assigns.

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

Section 2.9 Benefit of Indenture.

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

Section 2.10 The Trustee.

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

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

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

ISSUER

WILLIS NORTH AMERICA INC.

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Authorized Officer

[Signature Page to the 2nd Supplemental Indenture to the 2017 Indenture]

PARENT GUARANTOR

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

BY ITS LAWFULLY APPOINTED ATTORNEY

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Global Group Treasurer

IN THE PRESENCE OF:-

/s/ J. Ammon Smartt

(WITNESS' SIGNATURE)

26 Century Blvd, Nashville, TN 37214

(WITNESS' ADDRESS)

Attorney

(WITNESS' OCCUPATION)

[Signature Page to the 2nd Supplemental Indenture to the 2017 Indenture]

EXISTING GUARANTORS

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

BY ITS LAWFULLY APPOINTED ATTORNEY

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Attorney

IN THE PRESENCE OF:-

/s/ J. Ammon Smartt

(WITNESS' SIGNATURE)

26 Century Blvd, Nashville, TN 37214

(WITNESS' ADDRESS)

Attorney

(WITNESS' OCCUPATION)

[Signature Page to the 2nd Supplemental Indenture to the 2017 Indenture]

WILLIS NETHERLANDS HOLDINGS B.V.

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Attorney

WILLIS INVESTMENT UK HOLDINGS LIMITED

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Authorised Representative

TA I LIMITED

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Authorised Representative

WTW BERMUDA HOLDINGS LIMITED

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Authorised Representative

TRINITY ACQUISITION PLC

By: /s/ Christof Nelischer
Name: Christof Nelischer
Title: Authorised Representative

[Signature Page to the 2nd Supplemental Indenture to the 2017 Indenture]

WILLIS GROUP LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

[Signature Page to the 2nd Supplemental Indenture to the 2017 Indenture]

ASSUMING GUARANTOR

WILLIS TOWERS WATSON UK HOLDINGS LIMITED

By: /s/ Christof Nelischer

Name: Christof Nelischer

Title: Authorised Representative

[Signature Page to the 2nd Supplemental Indenture to the 2017 Indenture]

TRUSTEE

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Raymond Delli Colli

Name: Raymond Delli Colli

Title: Vice President

[Signature Page to the 2nd Supplemental Indenture to the 2017 Indenture]

SCHEDULE A

EXISTING GUARANTORS

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