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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2008

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number: 001-16503

WILLIS GROUP HOLDINGS LIMITED

(Exact name of registrant as specified in its charter)

Bermuda

(State or other jurisdiction of incorporation or organization)

98-0352587

(I.R.S. Employer Identification No.)

c/o Willis Group Limited

51 Lime Street, London, EC3M 7DQ, England

(Address of principal executive offices)

(011) 44-20-3124-6000

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer
(Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of April 30, 2008, there were outstanding 141,220,207 shares of common stock, par value \$0.000115 per share of the registrant.

WILLIS GROUP HOLDINGS LIMITED
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED MARCH 31, 2008

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INFORMATION CONCERNING FORWARD-LOOKING STATEMENTS

We have included in this document "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, and Section 21E of the Securities Exchange Act of 1934, which are intended to be covered by the safe harbors created by those laws. These forward-looking statements include information about possible or assumed future results of our operations. All statements, other than statements of historical facts, included in this document that address activities, events or developments that we expect or anticipate may occur in the future are forward-looking statements. Examples of forward looking statements include statements we make in "Item 2—Management's Discussion and Analysis of Financial Condition and Results of Operations—Summary—2008 expense review" and—"Financial targets" and elsewhere regarding such things as our outlook and guidance regarding future operating margin and adjusted earnings per diluted share, future capital expenditures, expected growth in commissions and fees, business strategies, competitive strengths, goals, the anticipated benefits of new initiatives, growth of our business and operations, plans, and references to future successes. Also, when we use the words such as "anticipate", "believe", "estimate", "expect", "intend", "plan", "probably", or similar expressions, we are making forward-looking statements.

There are important uncertainties, events and factors that could cause our actual results or performance to differ materially from those in the forward-looking statements contained in this document, including regional, national or global political, economic, business, competitive, market and regulatory conditions and the following:

- our ability to implement and realize anticipated benefits of the Shaping our Future initiative and other new initiatives,
- the extent and timing of, and prices paid in connection with, any share repurchases under existing or future programs,
- increases in client retentions,

- our ability to retain existing clients and attract new business, and our ability to retain key employees,
- changes in commercial property and casualty markets, or changes in premiums and availability of insurance products due to a catastrophic event such as a hurricane,
- volatility or declines in other insurance markets and the premiums on which our commissions are based,
- impact of competition,
- the timing or ability to carry out share repurchases or take other steps to manage our capital,
- fluctuations in exchange and interest rates that could affect expenses and revenue,
- rating agency actions that could inhibit ability to borrow funds or the pricing thereof,
- legislative and regulatory changes affecting both our ability to operate and client demand,
- potential costs and difficulties in complying with a wide variety of foreign laws and regulations, given the global scope of our operations,
- changes in the tax or accounting treatment of our operations,
- our exposure to potential liabilities arising from errors and omissions claims against us,
- the results of regulatory investigations, legal proceedings and other contingencies, and
- the timing of any exercise of put and call arrangements with associated companies.

The foregoing list of factors is not exhaustive and new factors may emerge from time to time that could also affect actual performance and results. See also Part I, Item 1A "Risk Factors" for additional factors included in the Form 10-K for the year ended December 31, 2007 filed on February 27, 2008.

Although we believe that the assumptions underlying our forward-looking statements are reasonable, any of these assumptions, and therefore also the forward-looking statements based on these assumptions, could themselves prove to be inaccurate. In light of the significant uncertainties inherent in the forward-looking statements included in this document, our inclusion of this information is not a representation or guarantee by us that our objectives and plans will be achieved.

Our forward-looking statements speak only as of the date made and we will not update these forward-looking statements unless the securities laws require us to do so. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this document may not occur and we caution you against unduly relying on these forward-looking statements.

WILLIS GROUP HOLDINGS LIMITED

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

	Three months ended March 31,	
	2008	2007
	(millions, except per share data) (unaudited)	
REVENUES		
Commissions and fees	\$ 772	\$ 711
Investment income	22	24
Other income (Note 2)	1	4
Total revenues	795	739
EXPENSES		
Salaries and benefits	(411)	(377)
Other operating expenses	(149)	(111)
Depreciation expense and amortization of intangible assets	(16)	(16)
Gain on disposal of London headquarters	6	3
Total expenses	(570)	(501)
OPERATING INCOME	225	238
Interest expense	(16)	(12)
INCOME BEFORE INCOME TAXES, INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST	209	226
Income taxes	(60)	(68)
INCOME BEFORE INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST	149	158
Interest in earnings of associates, net of tax	26	19
Minority interest, net of tax	(9)	(8)
NET INCOME	\$ 166	\$ 169
EARNINGS PER SHARE (Note 4)		
—Basic	\$ 1.17	\$ 1.11
—Diluted	\$ 1.16	\$ 1.10
AVERAGE NUMBER OF SHARES OUTSTANDING (Note 4)		
—Basic	142	152
—Diluted	143	154
CASH DIVIDENDS DECLARED PER COMMON SHARE	\$ 0.260	\$ 0.250

The accompanying notes are an integral part of these condensed consolidated financial statements.

WILLIS GROUP HOLDINGS LIMITED
CONDENSED CONSOLIDATED BALANCE SHEETS

	March 31, 2008	December 31, 2007
	(millions, except share data) (unaudited)	
ASSETS		
Cash and cash equivalents	\$ 195	\$ 200
Fiduciary funds—restricted	1,792	1,520
Short-term investments	38	40
Accounts receivable, net of allowance for doubtful accounts of \$32 million in both 2008 and 2007	10,091	8,241
Fixed assets, net of accumulated depreciation of \$227 million in 2008 and \$211 million in 2007	345	315
Goodwill	1,654	1,648
Other intangible assets, net of accumulated amortization of \$49 million in 2008 and \$46 million in 2007	74	78
Investments in associates	260	193
Pension benefits asset	451	404
Other assets	326	309
TOTAL ASSETS	\$ 15,226	\$ 12,948
LIABILITIES AND STOCKHOLDERS' EQUITY		
Accounts payable	\$ 11,280	\$ 9,265
Deferred revenue and accrued expenses	291	388
Net deferred tax liabilities	13	5
Income taxes payable	82	43
Long-term debt (Note 7)	1,415	1,250
Liability for pension benefits	45	43
Other liabilities	605	559
Total liabilities	13,731	11,553
COMMITMENTS AND CONTINGENCIES (Note 6)		
MINORITY INTEREST	58	48
STOCKHOLDERS' EQUITY		
Common shares, \$0.000115 par value; Authorized: 4,000,000,000; Issued and outstanding, 141,180,669 shares in 2008 and 143,093,509 shares in 2007	—	—
Additional paid-in capital	—	41
Retained earnings	1,574	1,463
Accumulated other comprehensive loss, net of tax	(133)	(153)
Treasury stock, at cost, 66,902 shares in 2008 and 71,858 shares in 2007	(4)	(4)
Total stockholders' equity	1,437	1,347
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 15,226	\$ 12,948

The accompanying notes are an integral part of these condensed consolidated financial statements.

WILLIS GROUP HOLDINGS LIMITED

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Three months ended March 31,	
	2008	2007
	(millions) (unaudited)	
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 166	\$ 169
Adjustments to reconcile net income to net cash provided by operating activities:		
Net gain on disposal of operations, fixed and intangible assets and short-term investments	(1)	—
Gain on disposal of London headquarters	(6)	(3)
Depreciation expense and amortization of intangible assets	16	16
Provision for doubtful accounts	—	1
Minority interest	8	8
Provision (benefit) for deferred income taxes	10	(2)
Excess tax benefits from share-based payment arrangements	(2)	(5)
Share-based compensation	9	9
Undistributed earnings of associates	(26)	(19)
Other	8	(15)
Changes in operating assets and liabilities, net of effects from purchase of subsidiaries:		
Fiduciary funds—restricted	(240)	(160)
Accounts receivable	(1,772)	(1,255)
Accounts payable	1,903	1,363
Additional funding of UK and US pension plans	(27)	(27)
Other assets	5	6
Other liabilities	(42)	(6)
Net cash provided by operating activities	9	80
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds on disposal of fixed and intangible assets	1	—
Additions to fixed assets	(44)	(26)
Acquisitions of subsidiaries, net of cash acquired	(5)	(5)
Investments in associates	(31)	—
Proceeds on sale of short-term investments	3	4
Net cash used in investing activities	(76)	(27)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from draw down of revolving credit facility	165	—
Repayments of debt	—	(200)
Senior notes issued, net of debt issuance costs	—	595
Repurchase of shares	(75)	(457)
Proceeds from issue of shares	1	4
Excess tax benefits from share-based payment arrangements	2	5
Dividends paid	(36)	(36)
Net cash provided by (used in) financing activities	57	(89)
DECREASE IN CASH AND CASH EQUIVALENTS	(10)	(36)
Effect of exchange rate changes on cash and cash equivalents	5	1
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	200	288
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 195	\$ 253

The accompanying notes are an integral part of these condensed consolidated financial statements.

WILLIS GROUP HOLDINGS LIMITED

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

1. NATURE OF OPERATIONS

Willis Group Holdings Limited ("Willis Group Holdings") and subsidiaries (collectively, the "Company") provide a broad range of insurance brokerage, reinsurance and risk management consulting services to its worldwide clients, both directly and indirectly through its associates. The Company provides both specialized risk management advisory and consulting services on a global basis to clients worldwide in specific industrial and commercial activities, and services to small, medium and major corporates through its retail operations.

In its capacity as an advisor and insurance broker, the Company acts as an intermediary between clients and insurance carriers by advising clients on risk management requirements, helping clients determine the best means of managing risk, and negotiating and placing insurance risk with insurance carriers through the Company's global distribution network.

2. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

The accompanying condensed consolidated financial statements ("Interim Financial Statements") have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

The Interim Financial Statements are unaudited but include all adjustments (consisting of normal recurring adjustments) which the Company's management considers necessary for a fair presentation of the financial position as of such dates and the operating results and cash flows for those periods. Certain information and footnote disclosures normally included in financial statements prepared in accordance with US GAAP have been condensed or omitted. The results of operations for the three month period ended March 31, 2008 may not necessarily be indicative of the operating results for the entire fiscal year.

The December 31, 2007 balance sheet was derived from audited financial statements but does not include all disclosures required by US GAAP. However, the Company believes that the disclosures are adequate to make the information presented not misleading. These Interim Financial Statements should be read in conjunction with the Company's consolidated balance sheets as of December 31, 2007 and 2006, and the related consolidated statements of operations, cash flows and changes in stockholders' equity for each of the three years in the period ended December 31, 2007 included in the Annual Report on Form 10-K filed with the Securities and Exchange Commission.

Fair value measurement—adoption of FAS 157

The Company adopted Financial Accounting Standards No. 157 ("FAS 157") on January 1, 2008. FAS 157:

- applies to certain assets and liabilities that are being measured and reported on a fair value basis;
- defines fair value, establishes a framework for measuring fair value in accordance with generally accepted accounting principles, and expands disclosure about fair value measurements; and
- enables the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

2. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

FAS 157 requires that assets and liabilities carried at fair value are classified and disclosed in one of the following three categories:

- Level 1: Quoted market prices in active markets for identical assets or liabilities.
- Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.
- Level 3: Unobservable inputs that are not corroborated by market data.

The following table summarizes the valuation of the Company's assets and liabilities by the FAS 157 fair value hierarchy at March 31, 2008:

	March 31, 2008			
	Level 1	Level 2	Level 3	Total
(millions)				
Assets at fair value:				
Fiduciary funds—restricted	\$ 1,792	\$ —	\$ —	\$ 1,792
Short-term investments	38	—	—	38
Derivative financial instruments	—	30	—	30
Total assets	\$ 1,830	\$ 30	\$ —	\$ 1,860
Liabilities at fair value:				
Derivative financial instruments	\$ —	\$ 26	\$ —	\$ 26
Total liabilities	\$ —	\$ 26	\$ —	\$ 26

The Company's fiduciary funds-restricted and short-term investments consist mainly of cash and time deposits. Fair values are based on quoted market values.

The fair value of the Company's derivative financial instruments is computed based on a market approach using information generated by market transactions involving comparable instruments.

Other Income

Other income comprises gains on the disposals of intangible assets, which primarily arise on the disposal of books of business. Prior to January 1, 2008, the Company reported these gains within "Commissions and fees". Comparatives have been adjusted accordingly. Although the Company is not in the business of selling intangible assets (mainly books of business), from time to time the Company will dispose of a book of business (a customer list) or other intangible asset that does not produce adequate margins or fit with our strategy.

3. SEVERANCE COSTS

As part of the Company's 2008 expense review, the Company incurred \$15 million of severance costs relating to approximately 150 positions that have been, or are in the process of being, eliminated. Severance costs for these employees were recognized pursuant to the terms of their existing benefit arrangements or employee agreements. Of the \$15 million charge for severance costs in first quarter

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

3. SEVERANCE COSTS (Continued)

2008, \$4 million was paid in the first quarter and \$11 million has been carried forward at March 31, 2008. In some countries, termination cash payments are spread over periods of up to two years.

Severance costs also arise in the normal course of business and these charges amounted to \$1 million in the three months ended March 31, 2008 (2007: \$1 million).

4. EARNINGS PER SHARE

Basic and diluted earnings per share are calculated by dividing net income by the average number of shares outstanding during each period. The computation of diluted earnings per share reflects the potential dilution that could occur if dilutive securities and other contracts to issue shares were exercised or converted into shares or resulted in the issue of shares that then shared in the net income of the Company. At March 31, 2008, time-based and performance-based options to purchase 14.8 million and 0.2 million (2007: 14.5 million and 0.3 million) shares, respectively, and 1.7 million (2007: 1.6 million) restricted shares, were outstanding.

Basic and diluted earnings per share are as follows:

	Three months ended March 31,	
	2008	2007
	(millions, except per share data)	
Net income	\$ 166	\$ 169
Basic average number of shares outstanding	142	152
Dilutive effect of potentially issuable shares	1	2
Diluted average number of shares outstanding	143	154
Basic earnings per share	\$ 1.17	\$ 1.11
Dilutive effect of potentially issuable shares	(0.01)	(0.01)
Diluted earnings per share	\$ 1.16	\$ 1.10

Options to purchase 12.9 million shares were not included in the computation of the dilutive effect of stock options for the three months ended March 31, 2008 because the effect was antidilutive (Three months ended March 31, 2007: 5.6 million).

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

5. PENSION PLANS

The components of the net periodic benefit cost of the UK and US defined benefit plans are as follows:

	Three months ended March 31,			
	UK Pension Benefits		US Pension Benefits	
	2008	2007	2008	2007
	(millions)			
Components of net periodic benefit (income) cost:				
Service cost	\$ 9	\$ 12	\$ 6	\$ 5
Interest cost	31	27	9	9
Expected return on plan assets	(48)	(44)	(12)	(11)
Amortization of unrecognized prior service gain	(1)	(1)	—	—
Amortization of unrecognized actuarial loss	—	1	—	—
Net periodic benefit (income) cost	\$ (9)	\$ (5)	\$ 3	\$ 3

As of March 31, 2008, the Company had contributed \$37 million and \$2 million of contributions to the UK and US defined benefit pension plans (2007: \$37 million and \$4 million), respectively. The Company expects to contribute approximately \$150 million to the UK defined benefit pension plan and \$25 million to the US plan for the full year 2008. However, 2008 contributions to the UK plan may decrease subject to the outcome of the full triennial valuation of the UK plan which will be completed later this year.

6. COMMITMENTS AND CONTINGENCIES

Claims, Lawsuits and Other Proceedings

The Company is subject to various actual and potential claims, lawsuits and other proceedings relating principally to alleged errors and omissions in connection with the placement of insurance and reinsurance in the ordinary course of business. Similar to other corporations, the Company is also subject to a variety of other claims, including those relating to the Company's employment practices. Some of the claims, lawsuits and other proceedings seek damages in amounts which could, if assessed, be significant.

Errors and omissions claims, lawsuits and other proceedings arising in the ordinary course of business are covered in part by professional indemnity or other appropriate insurance. The terms of this insurance vary by policy year and self-insured risks have increased significantly in recent years. In respect of self-insured risks, the Company has established provisions which are believed to be adequate in the light of current information and legal advice, and the Company adjusts such provisions from time to time according to developments.

On the basis of current information, the Company does not expect that the actual claims, lawsuits and other proceedings, to which the Company is subject, or potential claims, lawsuits and other proceedings relating to matters of which it is aware will ultimately have a material adverse effect on the Company's financial condition, results of operations or liquidity. Nonetheless, given the large or indeterminate amounts sought in certain of these actions, and the inherent unpredictability of litigation, it is possible

(Unaudited)

6. COMMITMENTS AND CONTINGENCIES (Continued)

that an adverse outcome in certain matters could, from time to time, have a material adverse effect on the Company's results of operations or cash flows in particular quarterly or annual periods.

The most significant actual or potential claims, lawsuits and other proceedings, of which we are currently aware are:

Inquiries and Investigations

In April 2005, the Company entered into an Assurance of Discontinuance ("NY AOD") with the New York Attorney General and the New York Superintendent of Insurance resolving the investigation commenced by the New York Attorney General in April 2004 which concerned, among other things, arrangements pursuant to which insurers compensated insurance brokers for distribution and other services provided to insurers and, as the investigation of brokers and insurers continued, broadened into an investigation of other possible violations of law, including violations of fiduciary duty, securities laws, and antitrust laws. Pursuant to the NY AOD, the Company has paid \$50 million to eligible customers. The Company also agreed to continue certain business reforms it had already implemented and to implement certain other business reforms. These reforms include an agreement not to accept contingent compensation; and an undertaking to disclose to customers any compensation the Company will receive in connection with providing policy placement services to the customer. The Company also resolved a similar investigation commenced by the Minnesota Attorney General in 2005 by entering into an Assurance of Discontinuance pursuant to which the Company paid \$1 million to Minnesota customers and implemented the business reforms described in the NY AOD. In July 2007 the Company resolved a similar investigation by the Florida Attorney General, the Florida Department of Financial Services and the Florida Office of Insurance Regulation by agreeing to reimburse approximately \$2.6 million to Florida public entities who were customers and to reimburse the state for its investigatory costs.

The Company has responded to requests for documents and information by the regulators and/or attorneys general of more than twenty other states, the District of Columbia, one US city, Canada, and Australia that conducted similar investigations. The Company has co-operated fully with these investigations and has engaged in discussions with regulators and attorneys general about their investigations but cannot predict at this time how or when those investigations will be resolved.

The European Commission issued questionnaires pursuant to its Sector Inquiry or, in respect of Norway, the European Free Trade Association Surveillance Authority, related to insurance business practices, including compensation arrangements for brokers, to at least 150 European brokers including our operations in nine European countries. The Company responded to the European Commission questionnaires and has filed the European Free Trade Association Surveillance Authority for two of its Norwegian entities. The European Commission reported on a final basis on September 25, 2007 expressing concerns over potential conflicts of interest in the industry relating to remuneration and binding authorities when assuming a dual role for clients and insurers and also over the nature of the coinsurance market. The Company continues to co-operate with both the European Commission and the European Free Trade Association Surveillance Authority.

Since August 2004, various plaintiffs have filed purported class actions in the United States District Court for the Southern District of New York, the Northern District of Illinois, the Northern District of

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

6. COMMITMENTS AND CONTINGENCIES (Continued)

California, the New Jersey District court, and the Circuit Court for the Eighteenth Judicial Circuit in and for Seminole County, Florida Civil Division, under a variety of legal theories, including state tort, contract, fiduciary duty and statutory theories, and federal antitrust and RICO theories. Other than a federal suit in Illinois that was voluntarily dismissed by the plaintiff in May 2005, all of these federal actions have been consolidated into two actions in federal court in New Jersey. One of the consolidated actions addresses employee benefits, while the other consolidated action addresses all other lines of insurance. In addition to the two federal actions, the Company was also named as a defendant in a purported class action in the Eighteenth Judicial Circuit in and for Seminole County, Florida Civil Division. Both the consolidated federal actions and the Florida state action name various insurance carriers and insurance brokerage firms, including the Company, as defendants. In July 2007, class action suits, similar to the suits consolidated in New Jersey, were filed in the United States District Courts in the Southern District of Florida and the Southern District of New York. The complaints seek monetary damages and equitable relief and make allegations regarding the practices and conduct that has been the subject of the investigation of state attorneys general and insurance commissioners, including allegations that the brokers have breached their duties to their clients by entering into contingent compensation agreements with either no disclosure or limited disclosure to clients and entered into other improper activities. The complaints also allege the existence of a conspiracy among the insurance carriers and brokers and the federal court complaints allege violations of the federal RICO statute. In separate decisions issued in August and September 2007, the Judge in the two consolidated federal actions dismissed the antitrust and RICO claims with prejudice and dismissed certain of the state claims without prejudice. Plaintiffs have filed a notice of appeal regarding these dismissal rulings. In January 2008, the Judge dismissed the ERISA claims with prejudice in the employee benefits suit. Additional actions could be brought in the future by individual policyholders. The Company disputes the allegations in all of these suits and intends to defend itself vigorously against these actions. The outcomes of these lawsuits, however, including any losses or other payments that may occur as a result, cannot be predicted at this time.

Reinsurance Market Dispute

Various legal proceedings are pending, have been concluded or may commence between reinsurers, reinsureds and in some cases their intermediaries, including reinsurance brokers, relating to personal accident excess of loss reinsurance for the years 1993 to 1998. The proceedings principally concern allegations by reinsurers that they have sustained substantial losses due to an alleged abnormal "spiral" in the market in which the reinsurance contracts were placed, the existence and nature of which, as well as other information, was not disclosed to them by the reinsureds or their reinsurance broker. A "spiral" is a market term for a situation in which reinsureds and reinsurers reinsure each other with the effect that the same loss or portion of that loss moves through the market multiple times.

The reinsurers concerned have taken the position that, despite their decisions to underwrite risks or a group of risks, they are no longer bound by their reinsurance contracts. As a result, they have stopped settling claims and are seeking to recover claims already paid. The Company also understands that there have been at least two arbitration awards in relation to a spiral, among other things, in which the reinsurer successfully argued that it was no longer bound by parts of its reinsurance program. Willis Limited, the Company's principal insurance brokerage subsidiary in the United Kingdom, acted as the reinsurance broker or otherwise as intermediary, but not as an underwriter, for numerous personal

(Unaudited)

6. COMMITMENTS AND CONTINGENCIES (Continued)

accident reinsurance contracts, including two contracts that were involved in one of the arbitrations. Due to the small number of reinsurance brokers generally, Willis Limited was one of a small number of brokers active in the market for this reinsurance during the relevant period. Willis Limited also utilized other brokers active in this market as sub-agents, including brokers who are parties to the legal proceedings described above, for certain contracts and may be responsible for any errors and omissions they may have made. In July 2003, one of the reinsurers received a judgment in the English High Court against certain parties, including a sub-broker Willis Limited used to place two of the contracts involved in this trial. Although neither the Company nor any of its subsidiaries were a party to this proceeding or any arbitration, Willis Limited entered into tolling agreements with certain of the principals to the reinsurance contracts tolling the statute of limitations pending the outcome of proceedings between the reinsureds and reinsurers.

Two former clients of Willis Limited, American Reliable Insurance Company and one of its associated companies ("ARIC") and CNA Insurance Company Limited and two of its associated companies ("CNA") have each terminated their respective tolling agreements with Willis Limited and commenced litigation in the English Commercial Court against Willis Limited. ARIC has alleged conspiracy between a former Willis Limited employee and the ARIC underwriter as well as negligence and CNA has alleged deceit and negligence by the same Willis Limited employee both in connection with placements of personal accident reinsurance in the excess of loss market in London and elsewhere. The Company disputes these allegations and intends to vigorously defend itself against these actions. ARIC's asserted claim is approximately \$257 million (plus unspecified interest and costs) and CNA's asserted claim is approximately \$251 million (plus various unspecified claims for exemplary damages, interest and costs). The Company cannot predict at this time what, if any, damages might result from this action but believes that any amounts likely required to resolve the claims will be covered by errors and omissions insurance. Various arbitrations continue to be active and from time to time the principals request co-operation from the Company and suggest that claims may be asserted against the Company. Such claims may be made against the Company if reinsurers do not pay claims on policies issued by them. The Company cannot predict at this time whether any such claims will be made or the damages that may be alleged.

Gender Discrimination Class Action

A federal district court action was commenced against the Company in 2001 on behalf of an alleged nationwide class of present and former female officer and officer equivalent employees alleging that the Company discriminated against them on the basis of their gender and seeking injunctive relief, money damages, attorneys' fees and costs. The court denied plaintiffs' motions to certify a nationwide class or to grant nationwide discovery, but did certify a class of female officers and officer equivalent employees based in the Northeast (New York, New Jersey and Massachusetts) offices. The class consists of approximately 200 women. In June 2007 the parties reached a settlement in principle on the class claims and with the two remaining named plaintiffs on their individual claims for an amount that will not have a material adverse effect on our results of operations. The parties have agreed on the terms of the written settlement agreement including the terms of the injunctive relief that the Company will agree to provide under the settlement which was approved by the court in February 2008. The judge is currently determining the amount of attorney fees the plaintiffs are entitled to receive, which is not material to the Company. A former female employee, whose motion to intervene in the class action

(Unaudited)

6. COMMITMENTS AND CONTINGENCIES (Continued)

was denied, has filed a purported class action with almost identical allegations as those contained in this suit, except seeking a class period of 1998 to the time of trial. The Company's motion to dismiss this suit was denied and the court did not grant the Company permission to immediately file an appeal from the denial of its motion to dismiss. The parties are in the discovery phase of the litigation. The Company cannot predict at this time what, if any, damages might result from this action.

World Trade Center

We acted as the insurance broker, but not as an underwriter, for the placement of both property and casualty insurance for a number of entities which were directly impacted by the September 11, 2001 destruction of the World Trade Center complex, including Silverstein Properties LLC, which acquired a 99-year leasehold interest in the twin towers and related facilities from the Port Authority of New York and New Jersey in July 2001. Although the World Trade Center complex insurance was bound at or before the July 2001 closing of the leasehold acquisition, consistent with standard industry practice, the final policy wording for the placements was still in the process of being finalized when the twin towers and other buildings in the complex were destroyed on September 11, 2001.

There are a number of lawsuits pending in the United States between the insured parties and the insurers for several placements, with the Silverstein property placement being the most significant of these lawsuits. There were two jury trials in the Silverstein property suit in which the principal issue was whether the September 11 events constituted one or more occurrences for the purposes of the relevant insurance policies. The outcome from the two jury trials is that Silverstein has \$4.6 billion in coverage as opposed to the \$7 billion it was seeking. On appeal, the verdicts from both jury trials were upheld. Silverstein and a few insurers have filed petitions with the appellate court for reargument. In May 2007, Silverstein reached a settlement with all of its property insurers, putting an end to the property litigation. In June 2007, a state court action was commenced in the New York County Supreme Court by The Westfield Group against Silverstein and Willis seeking to recover the costs it incurred in establishing its insured status under Silverstein's liability policy. In January 2008 the Company reached a settlement in principle with The Westfield Group for an amount which will be covered by errors and omissions insurance. Other disputes may also arise in respect of the World Trade Center insurance placed by us which could affect Willis including claims by one or more of the insureds that we made culpable errors or omissions in connection with our brokerage activities. However, we do not believe that our role as broker will lead to liabilities which in the aggregate would have a material adverse effect on our results of operations, financial condition or liquidity.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

7. LONG-TERM DEBT

Long-term debt consists of the following:

	March 31, 2008	December 31, 2007
	(millions)	
5.125% Senior notes due 2010	\$ 250	\$ 250
5.625% Senior notes due 2015	350	350
6.200% Senior notes due 2017	600	600
Revolving credit facility	215	50
	<u>\$ 1,415</u>	<u>\$ 1,250</u>

8. SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Supplemental disclosures regarding cash flow information and non-cash flow investing and financing activities are as follows:

	Three months ended March 31,	
	2008	2007
	(millions)	
Supplemental disclosures of cash flow information:		
Cash payments for income taxes	\$ 10	\$ 10
Cash payments for interest	37	21
Supplemental disclosures of non-cash flow investing and financing activities:		
Issue of stock on acquisitions of subsidiaries	\$ 4	\$ —
Deferred payments on acquisitions of subsidiaries	—	—
Acquisitions:		
Fair value of assets acquired	\$ 10	\$ —
Less: Liabilities assumed	—	—
Cash acquired	—	—
Net assets acquired, net of cash acquired	<u>\$ 10</u>	<u>\$ —</u>

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

9. COMPREHENSIVE INCOME

a) The components of comprehensive income are as follows:

	Three months ended March 31,	
	2008	2007
	(millions)	
Net income	\$ 166	\$ 169
Other comprehensive income (loss), net of tax:		
Foreign currency translation adjustment (net of tax of \$nil in 2008 and \$nil in 2007)	21	3
FAS 158 pension funding adjustment (net of tax of \$nil in 2008)	(1)	—
Net loss on derivative instruments (net of tax of \$1 million in 2007)	—	(4)
Other comprehensive income (loss) (net of tax of \$nil in 2008 and \$1 million in 2007)	20	(1)
Comprehensive income	\$ 186	\$ 168

b) The components of accumulated other comprehensive loss, net of tax, are as follows:

	March 31, 2008	December 31, 2007
		(millions)
Net foreign currency translation adjustment	\$ 37	\$ 16
Net unrealized holding loss	(1)	(1)
FAS 158 pension funding adjustment	(167)	(166)
Net unrealized loss on derivative instruments	(2)	(2)
Accumulated other comprehensive loss, net of tax	\$ (133)	\$ (153)

10. SEGMENT INFORMATION

During the periods presented, the Company operated through three segments: Global; North America and International. Global provides specialist brokerage and consulting services to clients worldwide for specific industrial and commercial activities and is organized by specialism. North America and International predominantly comprise our retail operations which provide services to small, medium and major corporates, accessing Global's specialist expertise when required.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

10. SEGMENT INFORMATION (Continued)

The Company evaluates the performance of its operating segments based on organic revenue growth and operating income. For internal reporting and segmental reporting, the following items are excluded from segmental expenses as they are not directly controlled by segment management:

- i) gains and losses on the disposal of operations and major properties;
- ii) foreign exchange hedging activities;
- iii) amortization of intangible assets;
- iv) significant legal and regulatory settlements which are managed centrally; and
- v) 2008 expense review costs.

With effect from January 1, 2008, the Company changed its basis of segmental allocation for central costs. In particular, all accounting adjustments for hedging transactions are now held at the Corporate level, together with certain legal costs. As a result of this change, an additional \$1 million net operating loss for full year 2007, previously reported within Corporate, has been allocated to the operating segments.

The accounting policies of the operating segments are consistent with those described in Note 2. There are no inter-segment revenues, with segments operating on a revenue-sharing basis equivalent to that used when sharing business with other third-party brokers.

Selected information regarding the Company's operating segments is as follows:

Three months ended March 31, 2008							
	Commissions and Fees	Investment Income	Other Income ⁽¹⁾	Total Revenues	Depreciation and Amortization	Operating Income	Interest in Earnings of Associates, net of tax
	(millions)						
Global	\$ 277	\$ 8	\$ —	\$ 285	\$ 3	\$ 133	\$ —
North America	191	4	1	196	3	27	—
International	304	10	—	314	7	104	26
Total Retail	495	14	1	510	10	131	26
Total Operating Segments	772	22	1	795	13	264	26
Corporate and Other ⁽²⁾	—	—	—	—	3	(39)	—
Total Consolidated	\$ 772	\$ 22	\$ 1	\$ 795	\$ 16	\$ 225	\$ 26

(1) Prior to January 1, 2008, the Company reported "Other Income" within "Commissions and Fees", as described in Note 2. Comparatives have been adjusted accordingly.

(2) Corporate and Other includes the costs of the holding company; foreign exchange hedging activities; amortization of intangible assets; net gains and losses on disposal of operations; certain legal costs; and the \$33 million charge for the 2008 expense review.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

10. SEGMENT INFORMATION (Continued)

Three months ended March 31, 2007							
	Commissions and Fees	Investment Income	Other Income ⁽¹⁾	Total Revenues	Depreciation and Amortization	Operating Income	Interest in Earnings of Associates, net of tax
(millions)							
Global	\$ 261	\$ 11	\$ —	\$ 272	\$ 2	\$ 122	\$ —
North America	184	5	4	193	3	27	—
International	266	8	—	274	8	87	19
Total Retail	450	13	4	467	11	114	19
Total Operating Segments	711	24	4	739	13	236	19
Corporate and Other ⁽²⁾	—	—	—	—	3	2	—
Total Consolidated	\$ 711	\$ 24	\$ 4	\$ 739	\$ 16	\$ 238	\$ 19

(1) Prior to January 1, 2008, the Company reported "Other Income" within "Commissions and Fees", as described in Note 2. Comparatives have been adjusted accordingly.

(2) Corporate and Other includes the costs of the holding company; foreign exchange hedging activities; amortization of intangible assets; net gains and losses on disposal of operations; and certain legal costs.

The following table reconciles total consolidated operating income, as disclosed in the operating segment tables above, to consolidated income before income taxes, interest in earnings of associates and minority interest:

	Three months ended March 31,	
	2008	2007
(millions)		
Total consolidated operating income	\$ 225	\$ 238
Interest expense	(16)	(12)
Income before income taxes, interest in earnings of associates and minority interest	\$ 209	\$ 226

11. SHARE BUYBACKS

On November 1, 2007, the Board authorized a new share buyback program for \$1 billion. This replaced the previous \$1 billion buyback program and its remaining \$308 million authorization. The program is an open-ended plan to repurchase the Company's shares from time to time in the open market or through negotiated sales with persons who are not affiliates of the Company. During the three months ended March 31, 2008, the Company repurchased 2.3 million shares, for \$75 million, at an average price of \$33.12. Repurchased shares were subsequently canceled.

(Unaudited)

12. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES

On July 1, 2005, Willis North America Inc. ("Willis North America") issued debt securities totaling \$600 million under its April 2003 registration statement. On March 28, 2007, Willis North America issued further debt securities totaling \$600 million under its June 2006 registration statement (Note 7). The debt securities are jointly and severally, irrevocably and fully and unconditionally guaranteed by Willis Group Holdings, Willis Group Limited, Trinity Acquisition Limited, TA I Limited, TA II Limited, TA III Limited and TA IV Limited.

Presented below is condensed consolidating financial information for: i) Willis Group Holdings, which is a guarantor, on a parent company only basis; ii) the Other Guarantors which are all 100% owned subsidiaries of the parent; iii) the Issuer, Willis North America; iv) Other, which are the non-guarantor subsidiaries, on a combined basis; v) Eliminations; and vi) Consolidated Company and subsidiaries. The equity method has been used for all investments in subsidiaries.

The entities included in the Other Guarantors column are Willis Group Limited, Trinity Acquisition Limited, TA I Limited, TA II Limited, TA III Limited and TA IV Limited.

(Unaudited)

12. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Statement of Operations

	Three months ended March 31, 2008					
	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
REVENUES						
Commissions and fees	\$ —	\$ —	\$ —	\$ 772	\$ —	\$ 772
Investment income	—	—	5	76	(59)	22
Other income	—	—	—	1	—	1
Total revenues	—	—	5	849	(59)	795
EXPENSES						
Salaries and benefits	—	—	—	(414)	3	(411)
Other operating expenses	—	3	(5)	(152)	5	(149)
Depreciation expense and amortization of intangible assets	—	—	(2)	(11)	(3)	(16)
Gain on disposal of London headquarters	—	—	—	6	—	6
Total expenses	—	3	(7)	(571)	5	(570)
OPERATING INCOME (LOSS)	—	3	(2)	278	(54)	225
Investment income from Group undertakings	83	87	50	9	(229)	—
Interest expense	—	(50)	(19)	(86)	139	(16)
INCOME BEFORE INCOME TAXES, INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST	83	40	29	201	(144)	209
Income taxes	—	(4)	7	(48)	(15)	(60)
INCOME BEFORE INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST	83	36	36	153	(159)	149
INTEREST IN EARNINGS OF ASSOCIATES, NET OF TAX	—	—	—	26	—	26
MINORITY INTEREST, NET OF TAX	—	—	—	(3)	(6)	(9)
EQUITY ACCOUNT FOR SUBSIDIARIES	83	37	(53)	—	(67)	—
NET INCOME (LOSS)	\$ 166	\$ 73	\$ (17)	\$ 176	\$ (232)	\$ 166

(Unaudited)

12. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Statement of Operations

	Three months ended March 31, 2007					
	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
REVENUES						
Commissions and fees	\$ —	\$ —	\$ —	\$ 711	\$ —	\$ 711
Investment income	—	—	5	40	(21)	24
Other income	—	—	—	4	—	4
Total revenues	—	—	5	755	(21)	739
EXPENSES						
Salaries and benefits	—	—	—	(385)	8	(377)
Other operating expenses	—	2	(3)	(115)	5	(111)
Depreciation expense and amortization of intangible assets	—	—	(1)	(12)	(3)	(16)
Gain on disposal of London headquarters	—	—	—	3	—	3
Total expenses	—	2	(4)	(509)	10	(501)
OPERATING INCOME						
Investment income from Group undertakings	127	62	97	35	(321)	—
Interest expense	(1)	(48)	(18)	(41)	96	(12)
INCOME BEFORE INCOME TAXES, INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST						
Income taxes	126	16	80	240	(236)	226
INCOME BEFORE INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST						
Income taxes	—	4	7	(54)	(25)	(68)
INCOME BEFORE INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST						
Interest in earnings of associates, net of tax	126	20	87	186	(261)	158
Minority interest, net of tax	—	—	—	19	—	19
Equity account for subsidiaries	43	(120)	(106)	—	183	—
NET INCOME (LOSS)	\$ 169	\$ (100)	\$ (19)	\$ 203	\$ (84)	\$ 169

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

12. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Balance Sheet

As at March 31, 2008						
	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
ASSETS						
Cash and cash equivalents	\$ —	\$ —	\$ —	\$ 195	\$ —	\$ 195
Fiduciary funds—restricted	—	—	96	1,696	—	1,792
Short-term investments	—	—	—	38	—	38
Accounts receivable	483	2,693	4,224	11,863	(9,172)	10,091
Fixed assets	—	—	26	319	—	345
Goodwill	—	—	—	151	1,503	1,654
Other intangible assets	—	—	—	74	—	74
Investments in associates	—	—	—	333	(73)	260
Pension benefits asset	—	—	—	451	—	451
Other assets	1	100	8	299	(82)	326
Equity accounted subsidiaries	1,039	2,331	708	2,686	(6,764)	—
TOTAL ASSETS	\$ 1,523	\$ 5,124	\$ 5,062	\$ 18,105	\$ (14,588)	\$ 15,226
LIABILITIES AND STOCKHOLDERS' EQUITY						
Accounts payable	\$ 45	\$ 4,086	\$ 3,526	\$ 12,823	\$ (9,200)	\$ 11,280
Deferred revenue and accrued expenses	1	—	—	305	(15)	291
Net deferred tax liabilities	—	—	(2)	(41)	56	11
Income taxes payable	—	98	—	44	(60)	82
Long-term debt	—	—	1,415	—	—	1,415
Liability for pension benefits	—	—	—	45	—	45
Other liabilities	40	—	42	471	52	605
Total liabilities	86	4,184	4,981	13,647	(9,167)	13,731
MINORITY INTEREST	—	—	—	6	52	58
STOCKHOLDERS' EQUITY	1,437	940	81	4,452	(5,473)	1,437
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 1,523	\$ 5,124	\$ 5,062	\$ 18,105	\$ (14,588)	\$ 15,226

(Unaudited)

12. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Balance Sheet

As at December 31, 2007

	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
ASSETS						
Cash and cash equivalents	\$ 1	\$ —	\$ 73	\$ 126	\$ —	\$ 200
Fiduciary funds—restricted	—	—	37	1,483	—	1,520
Short-term investments	—	—	—	40	—	40
Accounts receivable	494	2,703	4,074	9,699	(8,729)	8,241
Fixed assets	—	—	26	289	—	315
Goodwill	—	—	—	186	1,462	1,648
Other intangible assets	—	—	—	78	—	78
Investments in associates	—	—	—	241	(48)	193
Pension benefits asset	—	—	—	404	—	404
Other assets	2	56	4	199	48	309
Equity accounted subsidiaries	927	2,124	700	2,620	(6,371)	—
TOTAL ASSETS	\$ 1,424	\$ 4,883	\$ 4,914	\$ 15,365	\$ (13,638)	\$ 12,948
LIABILITIES AND STOCKHOLDERS' EQUITY						
Accounts payable	\$ 37	\$ 4,030	\$ 3,570	\$ 10,339	\$ (8,711)	\$ 9,265
Deferred revenue and accrued expenses	1	2	3	378	4	388
Net deferred tax liabilities	—	—	1	(55)	59	5
Income taxes payable	—	50	—	1	(8)	43
Long-term debt	—	—	1,250	—	—	1,250
Liability for pension benefits	—	—	—	43	—	43
Other liabilities	39	—	51	417	52	559
Total liabilities	77	4,082	4,875	11,123	(8,604)	11,553
MINORITY INTEREST	—	—	—	3	45	48
STOCKHOLDERS' EQUITY	1,347	801	39	4,239	(5,079)	1,347
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 1,424	\$ 4,883	\$ 4,914	\$ 15,365	\$ (13,638)	\$ 12,948

(Unaudited)

12. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Statement of Cash Flows

	Three months ended March 31, 2008					
	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	\$ 83	\$ 39	\$ (19)	\$ 17	\$ (111)	\$ 9
CASH FLOWS FROM INVESTING ACTIVITIES						
Proceeds on disposal of fixed and other intangible assets	—	—	—	1	—	1
Additions to fixed assets	—	—	(2)	(42)	—	(44)
Acquisitions of subsidiaries, net of cash acquired	—	—	—	(5)	—	(5)
Investments in associates	—	—	—	(31)	—	(31)
Proceeds on disposal of short-term investments	—	—	—	3	—	3
Net cash used in investing activities	—	—	(2)	(74)	—	(76)
CASH FLOWS FROM FINANCING ACTIVITIES						
Proceeds from draw down of revolving credit facility	—	—	165	—	—	165
Repurchase of shares	(75)	—	—	—	—	(75)
Amounts owed by and to Group undertakings	26	65	(217)	126	—	—
Excess tax benefits from share-based payment arrangements	—	—	—	2	—	2
Dividends paid	(36)	(104)	—	(7)	111	(36)
Proceeds from issue of shares	1	—	—	—	—	1
Net cash (used in) provided by financing activities	(84)	(39)	(52)	121	111	57
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(1)	—	(73)	64	—	(10)
Effect of exchange rate changes on cash and cash equivalents	—	—	—	5	—	5
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	1	—	73	126	—	200
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ —	\$ —	\$ —	\$ 195	\$ —	\$ 195

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

12. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Statement of Cash Flows

	Three months ended March 31, 2007					
	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	\$ 126	\$ 45	\$ 75	\$ (17)	\$ (149)	\$ 80
CASH FLOWS FROM INVESTING ACTIVITIES						
Additions to fixed assets	—	—	(2)	(24)	—	(26)
Acquisitions of subsidiaries, net of cash acquired	—	—	—	(5)	—	(5)
Proceeds on disposal of short-term investments	—	—	—	4	—	4
Net cash used in investing activities	—	—	(2)	(25)	—	(27)
CASH FLOWS FROM FINANCING ACTIVITIES						
Repayments of debt	—	—	(200)	—	—	(200)
Senior notes issued, net of debt issuance costs	—	—	595	—	—	595
Repurchase of shares	(457)	—	—	—	—	(457)
Amounts owed by and to Group undertakings	365	18	(478)	95	—	—
Proceeds from issue of shares	2	—	—	2	—	4
Excess tax benefits from share-based payment arrangements	—	—	—	5	—	5
Dividends paid	(36)	(128)	—	(21)	149	(36)
Net cash (used in) provided by financing activities	(126)	(110)	(83)	81	149	(89)
(DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	—	(65)	(10)	39	—	(36)
Effect of exchange rate changes on cash and cash equivalents	—	—	—	1	—	1
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	2	65	46	175	—	288
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 2	\$ —	\$ 36	\$ 215	\$ —	\$ 253

(Unaudited)

13. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES

The Company filed a shelf registration on Form S-3 on June 21, 2006 under which Willis Group Holdings may offer debt securities, preferred stock, common stock and other securities. In addition, Trinity Acquisition Limited may offer debt securities ("the Subsidiary Debt Securities"). The Subsidiary Debt Securities, if issued, will be guaranteed by certain of the Company's subsidiaries.

Presented below is condensed consolidating financial information for: i) Willis Group Holdings, which will be a guarantor, on a parent company only basis; ii) the Other Guarantors, which are all wholly owned subsidiaries of the parent; iii) the Issuer, Trinity Acquisition Limited; iv) Other, which are the non-guarantor subsidiaries, on a combined basis; v) Eliminations; and vi) Consolidated Company and subsidiaries. The equity method has been used for all investments in subsidiaries.

The entities included in the Other Guarantors column are TA I Limited, TA II Limited and TA III Limited.

(Unaudited)

13. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Statement of Operations

	Three months ended March 31, 2008					
	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
REVENUES						
Commissions and fees	\$ —	\$ —	\$ —	\$ 772	\$ —	\$ 772
Investment income	—	—	—	81	(59)	22
Other income	—	—	—	1	—	1
Total revenues	—	—	—	854	(59)	795
EXPENSES						
Salaries and benefits	—	—	—	(414)	3	(411)
Other operating expenses	—	—	(1)	(153)	5	(149)
Depreciation expense and amortization of intangible assets	—	—	—	(13)	(3)	(16)
Gain on disposal of London headquarters	—	—	—	6	—	6
Total expenses	—	—	(1)	(574)	5	(570)
OPERATING (LOSS) INCOME						
Investment income from Group undertakings	83	27	33	86	(229)	—
Interest expense	—	(8)	(3)	(144)	139	(16)
INCOME BEFORE INCOME TAXES, INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST						
Income taxes	83	19	29	222	(144)	209
Income taxes	—	3	(38)	(10)	(15)	(60)
INCOME BEFORE INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST						
Interest in earnings of associates, net of tax	83	22	(9)	212	(159)	149
Minority interest, net of tax	—	—	—	26	—	26
Equity account for subsidiaries	—	—	—	(3)	(6)	(9)
Equity account for subsidiaries	83	51	87	—	(221)	—
NET INCOME	\$ 166	\$ 73	\$ 78	\$ 235	\$ (386)	\$ 166

(Unaudited)

13. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Statement of Operations

	Three months ended March 31, 2007					
	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
REVENUES						
Commissions and fees	\$ —	\$ —	\$ —	\$ 711	\$ —	\$ 711
Investment income	—	—	—	45	(21)	24
Other income	—	—	—	4	—	4
Total revenues	—	—	—	760	(21)	739
EXPENSES						
Salaries and benefits	—	—	—	(385)	8	(377)
Other operating expenses	—	—	—	(116)	5	(111)
Depreciation expense and amortization of intangible assets	—	—	—	(13)	(3)	(16)
Gain on disposal of London headquarters	—	—	—	3	—	3
Total expenses	—	—	—	(511)	10	(501)
OPERATING INCOME						
Investment income from Group undertakings	127	—	39	155	(321)	—
Interest expense	(1)	—	(9)	(98)	96	(12)
INCOME BEFORE INCOME TAXES, INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST						
Income taxes	126	—	30	306	(236)	226
INCOME BEFORE INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST						
Income taxes	—	—	(1)	(42)	(25)	(68)
INCOME BEFORE INTEREST IN EARNINGS OF ASSOCIATES AND MINORITY INTEREST						
Income taxes	126	—	29	264	(261)	158
INTEREST IN EARNINGS OF ASSOCIATES, NET OF TAX						
Minority interest, net of tax	—	—	—	19	—	19
MINORITY INTEREST, NET OF TAX						
Equity account for subsidiaries	43	(100)	(124)	—	181	—
NET INCOME (LOSS)	\$ 169	\$ (100)	\$ (95)	\$ 281	\$ (86)	\$ 169

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Unaudited)

13. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Balance Sheet

As at March 31, 2008						
	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
ASSETS						
Cash and cash equivalents	\$ —	\$ —	\$ —	\$ 195	\$ —	\$ 195
Fiduciary funds—restricted	—	—	—	1,792	—	1,792
Short-term investments	—	—	—	38	—	38
Accounts receivable	483	106	1,724	16,950	(9,172)	10,091
Fixed assets	—	—	—	345	—	345
Goodwill	—	—	—	151	1,503	1,654
Other intangible assets	—	—	—	74	—	74
Investments in associates	—	—	—	333	(73)	260
Pension benefits asset	—	—	—	451	—	451
Other assets	1	5	—	402	(82)	326
Equity accounted subsidiaries	1,039	1,708	1,015	5,495	(9,257)	—
TOTAL ASSETS	\$ 1,523	\$ 1,819	\$ 2,739	\$ 26,226	\$ (17,081)	\$ 15,226
LIABILITIES AND STOCKHOLDERS' EQUITY						
Accounts payable	\$ 45	\$ 879	\$ 815	\$ 18,741	\$ (9,200)	\$ 11,280
Deferred revenue and accrued expenses	1	—	—	305	(15)	291
Net deferred tax liabilities	—	—	—	(43)	56	13
Income taxes payable	—	—	75	67	(60)	82
Long-term debt	—	—	—	1,415	—	1,415
Liability for pension benefits	—	—	—	45	—	45
Other liabilities	40	—	—	513	52	605
Total liabilities	86	879	890	21,043	(9,167)	13,731
MINORITY INTEREST	—	—	—	6	52	58
STOCKHOLDERS' EQUITY	1,437	940	1,849	5,177	(7,966)	1,437
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 1,523	\$ 1,819	\$ 2,739	\$ 26,226	\$ (17,081)	\$ 15,226

(Unaudited)

13. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Balance Sheet

As at December 31, 2007

	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
ASSETS						
Cash and cash equivalents	\$ 1	\$ —	\$ —	\$ 199	\$ —	\$ 200
Fiduciary funds—restricted	—	—	—	1,520	—	1,520
Short-term investments	—	—	—	40	—	40
Accounts receivable	494	157	1,684	14,635	(8,729)	8,241
Fixed assets	—	—	—	315	—	315
Goodwill	—	—	—	186	1,462	1,648
Other intangible assets	—	—	—	78	—	78
Investments in associates	—	—	—	241	(48)	193
Pension benefits asset	—	—	—	404	—	404
Other assets	2	2	—	257	48	309
Equity accounted subsidiaries	927	1,486	773	5,428	(8,614)	—
TOTAL ASSETS	\$ 1,424	\$ 1,645	\$ 2,457	\$ 23,303	\$ (15,881)	\$ 12,948
LIABILITIES AND STOCKHOLDERS' EQUITY						
Accounts payable	\$ 37	\$ 844	\$ 806	\$ 16,289	\$ (8,711)	\$ 9,265
Deferred revenue and accrued expenses	1	—	—	383	4	388
Net deferred tax liabilities	—	—	—	(54)	59	5
Income taxes payable	—	—	36	15	(8)	43
Long-term debt	—	—	—	1,250	—	1,250
Liability for pension benefits	—	—	—	43	—	43
Other liabilities	39	—	—	468	52	559
Total liabilities	77	844	842	18,394	(8,604)	11,553
MINORITY INTEREST	—	—	—	3	45	48
STOCKHOLDERS' EQUITY	1,347	801	1,615	4,906	(7,322)	1,347
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 1,424	\$ 1,645	\$ 2,457	\$ 23,303	\$ (15,881)	\$ 12,948

(Unaudited)

13. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Statement of Cash Flows

	Three months ended March 31, 2008					
	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	\$ 83	\$ 20	\$ 30	\$ (13)	\$ (111)	\$ 9
CASH FLOWS FROM INVESTING ACTIVITIES						
Proceeds on disposal of fixed and other intangible assets	—	—	—	1	—	1
Additions to fixed assets	—	—	—	(44)	—	(44)
Acquisitions of subsidiaries, net of cash acquired	—	—	—	(5)	—	(5)
Investments in associates	—	—	—	(31)	—	(31)
Proceeds on disposal of short-term investments	—	—	—	3	—	3
Net cash used in investing activities	—	—	—	(76)	—	(76)
CASH FLOWS FROM FINANCING ACTIVITIES						
Proceeds from draw down of revolving credit facility	—	—	—	165	—	165
Repurchase of shares	(75)	—	—	—	—	(75)
Amounts owed by and to Group undertakings	26	84	(30)	(80)	—	—
Excess tax benefits from share-based payment arrangements	—	—	—	2	—	2
Dividends paid	(36)	(104)	—	(7)	111	(36)
Proceeds from issue of shares	1	—	—	—	—	1
Net cash (used in) provided by financing activities	(84)	(20)	(30)	80	111	57
DECREASE IN CASH AND CASH EQUIVALENTS	(1)	—	—	(9)	—	(10)
Effect of exchange rate changes on cash and cash equivalents	—	—	—	5	—	5
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	1	—	—	199	—	200
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ —	\$ —	\$ —	\$ 195	\$ —	\$ 195

(Unaudited)

13. FINANCIAL INFORMATION FOR PARENT GUARANTOR, OTHER GUARANTOR SUBSIDIARIES AND NON-GUARANTOR SUBSIDIARIES (Continued)

Condensed Consolidating Statement of Cash Flows

	Three months ended March 31, 2007					
	Willis Group Holdings	The Other Guarantors	The Issuer	Other	Eliminations	Consolidated
	(millions)					
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ 126	\$ —	\$ 60	\$ 43	\$ (149)	\$ 80
CASH FLOWS FROM INVESTING ACTIVITIES						
Additions to fixed assets	—	—	—	(26)	—	(26)
Acquisitions of subsidiaries, net of cash acquired	—	—	—	(5)	—	(5)
Proceeds on disposal of short-term investments	—	—	—	4	—	4
Net cash used in investing activities	—	—	—	(27)	—	(27)
CASH FLOWS FROM FINANCING ACTIVITIES						
Repayments of debt	—	—	—	(200)	—	(200)
Senior notes issued, net of debt issuance costs	—	—	—	595	—	595
Repurchase of shares	(457)	—	—	—	—	(457)
Amounts owed by and to Group undertakings	365	128	(60)	(433)	—	—
Proceeds from issue of shares	2	—	—	2	—	4
Excess tax benefits from share-based payment arrangements	—	—	—	5	—	5
Dividends paid	(36)	(128)	—	(21)	149	(36)
Net cash used in financing activities	(126)	—	(60)	(52)	149	(89)
DECREASE IN CASH AND CASH EQUIVALENTS	—	—	—	(36)	—	(36)
Effect of exchange rate changes on cash and cash equivalents	—	—	—	1	—	1
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	2	—	—	286	—	288
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 2	\$ —	\$ —	\$ 251	\$ —	\$ 253

EXECUTIVE SUMMARY

This discussion includes references to non-GAAP financial measures as defined in Regulation G of SEC rules. We present such non-GAAP financial measures, as we believe such information is of interest to the investment community because it provides additional meaningful methods of evaluating certain aspects of the Company's operating performance from period to period on a basis that may not be otherwise apparent on a GAAP basis. These financial measures should be viewed in addition to, not in lieu of, the Company's condensed consolidated financial

Overview

The difficult market conditions in 2007 have continued into first quarter 2008 with further rate decreases across most sectors of the market in which we operate. We believe premium rate declines were between 10 to 40 percent in the United States and 5 to 20 percent elsewhere during first quarter 2008.

In the reinsurance market, we continue to see a combination of declining rates and high retentions at the primary underwriter level.

Despite these difficult trading conditions, we reported 3 percent organic commissions and fees growth spread across our businesses.

Operating margin for first quarter 2008 was 28 percent, 4 percentage points lower than in 2007 with the decrease primarily attributable to a \$33 million charge for our 2008 expense review, discussed below, partly mitigated by improved productivity.

Results

Net income in first quarter 2008 was \$166 million, or \$1.16 per diluted share, compared with \$169 million, or \$1.10 per diluted share, in 2007 as the benefits of increased revenues, a lower tax rate and an increased contribution from associates were more than offset by the impact of the lower margin and increased interest expense.

statements for the three months ended March 31, 2008.

This discussion includes forward-looking statements, including under the heading "Summary—2008 Expense Review" and "—Financial Targets". Please see "Information Concerning Forward-Looking Statements" for certain cautionary information regarding forward-looking statements and a list of factors that could cause actual results to differ materially from those predicted in the forward-looking statements.

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34 Total revenues at \$795 million were \$56 million, or 8 percent, higher than in first quarter 2007 of which 5 percent was attributable to foreign currency translation. Organic revenue growth was 3 percent reflecting net new business growth of 4 percent and a 1 percent negative impact from declining rates and other market factors.

Operating margin at 28 percent was 4 percentage points lower than in first quarter 2007 with the decrease mainly reflecting:

- the \$33 million charge for the 2008 expense review discussed below, equivalent to approximately 4 percentage points;
- increased property costs relating to our new buildings; and
- further investments in Shaping our Future initiatives;

partly offset by

- increased productivity, with revenues per full time employee ("FTE") increasing to \$188,000 on a trailing 12 month basis compared with \$186,000 for full year 2007, equivalent to approximately 1 percentage point; and
- good cost control, the realization of savings from last year's Shaping our Future initiatives, and lower pension costs.

Our Shaping our Future strategy is a series of initiatives designed to deliver profitable growth. As previously announced, we have decided:

- to invest in further key hires and initiatives in 2008 and 2009;

and, in order to fund a portion of these initiatives,

- to conduct a thorough review in 2008 of all businesses to identify additional opportunities to rationalize our expense base.

In first quarter 2008, we incurred a pre-tax charge of \$33 million (\$23 million net of tax, equivalent to \$0.16 per diluted share) in connection with this expense review comprising:

- \$15 million of severance costs relating to approximately 150 positions which have been, or are in the process of being, eliminated; and
- \$18 million of other operating expenses, primarily relating to property and systems rationalization costs.

We expect that we will incur additional pre-tax charges in the remainder of 2008 and currently estimate that total charges for the 2008 expense review will be approximately \$65 to \$85 million.

We anticipate that these charges will lead to cost savings in the range of \$25 million to \$35 million in 2008, rising in 2009. These savings are in addition to the anticipated annualized net benefit from the 2006 Shaping our Future charges of \$101 million. The net benefit from these charges is currently estimated to be approximately \$30 million in 2008 and \$45 million by 2009.

Financial targets

Excluding the charge for the 2008 expense review, we continue to expect an adjusted operating margin (operating margin excluding net gains and losses on disposals and other one-time items) of approximately 24 percent in 2008, as underlying business growth and cost savings are reinvested. We also continue to expect adjusted operating margins to expand in 2009 to 26 percent and in 2010 to reach our previously stated goal of 28 percent or more.

In addition, we also expect to deliver adjusted diluted earnings per share (diluted earnings per share excluding net gains and losses on disposals and other one-time items) in the range of \$2.85-\$2.95 in 2008, \$3.30-\$3.40 in 2009, and \$4.00-\$4.10 in 2010. These figures include minimal accretion in 2008 from share buybacks increasing to \$0.30 by 2010.

Acquisitions

On January 2, 2008 we purchased an additional 4 percent of the voting rights in Gras Savoye for \$31 million, bringing our total voting rights to 42 percent.

Share buybacks

On November 1, 2007, the Board authorized a new share buyback program for \$1 billion. This replaced our previous \$1 billion buyback program and its remaining \$308 million authorization. In first quarter 2008, we repurchased 2.3 million shares at a cost of \$75 million under the new authorization.

Share buybacks will continue to be a key part of our capital management strategy, absent a significant acquisition with a very strong strategic fit.

Cash and financing

Cash at March 31, 2008 was \$195 million, \$5 million lower than at December 31, 2007. Net cash from operating activities of \$9 million, together with a \$165 million drawdown on our revolving credit facility, were used to fund: share buybacks of \$75 million; dividend payments of \$36 million; fixed asset additions of \$44 million of which \$28 million related to our new UK headquarters building; and acquisitions of \$36 million.

Total long-term debt at March 31, 2008 was \$1,415 million (December 31, 2007: \$1,250 million) and total stockholders' equity was \$1,437 million (December 31, 2007: \$1,347 million) giving a capitalization ratio (total long-term debt to total long-term debt and stockholders' equity) of 50 percent at March 31, 2008 compared with 48 percent at December 31,

2007. The increase in this ratio principally reflects the \$75 million of share buybacks and the \$165 million drawdown under our revolving credit facility.

We continue to generate strong operating cash flows on an annual basis and we believe that these allow us flexibility in our capital planning.

London headquarters

We completed the move from Ten Trinity Square into our new London headquarters on Lime

We provide a broad range of insurance brokerage and risk management consulting services to our worldwide clients.

Our core Global businesses include Aerospace; Energy; Marine; Construction; Financial and Executive Risks; Fine Art, Jewelry and Specie; Special Contingency Risks; and Reinsurance. Our North America and International retail businesses provide services to small, medium and major corporate clients, accessing Global's specialist expertise when required.

In our capacity as an advisor and insurance broker, we act as an intermediary between our clients and insurance carriers by advising our clients on their risk management requirements, helping clients determine the best means of managing risk, and negotiating and placing insurance risk with insurance carriers through our global distribution network.

We derive most of our revenues from commissions and fees for brokerage and

BUSINESS

AND

MARKET

Street in April 2008. We entered into an agreement to lease the Lime Street building in November 2004, and took control of the building in June 2007, under a 25 year lease. Annual rentals are \$41 million per year and we have subleased or agreed to sublease approximately 25 percent of the site under leases up to 15 years long. The outstanding contractual obligation for lease rentals at March 31, 2008 was \$941 million and the amounts receivable from committed subleases were \$158 million.

OVERVIEW

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consulting services and we do not determine the insurance premiums on which our commissions are generally based.

From 2000 through 2003 we benefited from a hard market with premium rates stable or increasing.

During 2004, we saw a rapid transition from a hard market to a soft market, with premium rates falling in most markets. The soft market continued through 2005 and 2006 with rates declining in most sectors, with the exception of catastrophe exposed markets.

In 2007, the market softened further and this has continued into first quarter 2008 with year on year premium rate decreases in North America of between 10 and 40 percent and between 5 and 20 percent elsewhere.

Revenues

	Three months ended March 31,			Change attributable to:		
	2008	2007 ⁽ⁱ⁾	% change	Foreign currency translation	Acquisitions and disposals	Organic revenue growth ⁽ⁱⁱ⁾
	(millions)					
Global	\$ 277	\$ 261	6%	4%	—%	2%
North America	191	184	4%	—%	1%	3%
International	304	266	14%	9%	—%	5%
Commissions and fees	\$ 772	\$ 711	9%	6%	—%	3%
Investment income	22	24	(8)%			
Other income ⁽ⁱ⁾	1	4	(75)%			
Total revenues	\$ 795	\$ 739	8%			

(i) Other income represents gains on disposals of intangible assets, including books of business. Prior to January 1, 2008 these gains were reported within total commissions and fees but were excluded from organic revenue growth with effect from April 1, 2007. As a result of this change, \$4 million of income previously reported as North America commissions and fees in first quarter 2007, has been transferred to other income.

(ii) Organic revenue growth excludes the impact of foreign currency translation, acquisitions and disposals, investment income and other income from reported revenues. We use organic growth as a measure of business growth generated by operations that were part of the Group at the end of the period. Our method of calculating this measure may differ from that used by other companies and therefore comparability may be limited.

Our first quarter 2008 revenues at \$795 million were \$56 million, or 8 percent, higher than in 2007 of which 5 percent was attributable to foreign currency translation.

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business growth benefited from a 1 percentage point improvement in client retention rates to 91 percent in first quarter 2008 compared with 90 percent for full year 2007;

Our International and Global operations earn a significant portion of their revenues in currencies other than the US dollar. In first quarter 2008, reported revenues in International and Global benefited significantly from the year on year effect of foreign currency translation, in particular due to the weakening of the dollar against the Euro, compared with first quarter 2007.

partly offset by

- a negative 1 percent impact from premium rates and other market factors as the impact of the significant rate decreases was largely offset by the benefit of other market factors, including higher commission rates, client profitability analyses, higher insured values and changes in limits or exposures.

Net acquisitions and disposals added 1 percent to North America's commissions and fees, primarily attributable to the acquisition of InsuranceNoodle in second quarter 2007.

Organic growth in commissions and fees in 2008 was 3 percent compared with 2007 reflecting:

Organic revenue growth by segment is discussed further in "Operating Results—Segment Information" below.

- net new business growth of 4 percent which was spread across the businesses. Net new

General and administrative expenses

	Three months ended March 31,	
	2008	2007
	(millions, except percentages)	
Salaries and benefits	\$ 411	\$ 377
Other	149	111
General and administrative expenses	\$ 560	\$ 488
Compensation ratio or salaries and benefits as a percentage of revenues	52%	51%
Other as a percentage of revenues	19%	15%

General and administrative expenses at \$560 million for first quarter 2008 were \$72 million, or 15 percent, higher than in 2007. This increase was mainly attributable to:

- the \$33 million charge for the 2008 expense review discussed above, equivalent to 7 percentage points, of which \$15 million related to salaries and benefits and \$18 million to other expenses; and
- a 5 percentage point adverse impact from foreign currency translation.

Salaries and benefits were 52 percent of first quarter 2008 revenues, compared with 51 percent in 2007, with the increase reflecting:

- \$15 million of severance costs, equivalent to approximately 2 percentage points, relating to approximately 150 positions that have been, or are in the process of being, eliminated as part of the 2008 expense review;
- an adverse impact from foreign currency translation, equivalent to approximately 2 percentage points; and
- continued hiring in targeted development areas;

partly offset by

- increased productivity: for the twelve months ended March 31, 2008 average revenues per

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employee were approximately \$188,000 compared with \$186,000 for full year 2007;

- benefits of cost controls and previous Shaping our Future initiatives; and
- a \$4 million reduction in pension charges, equivalent to approximately 1 percentage point. This decrease was mainly attributable to an increase in the expected return on assets in the UK plan reflecting higher asset levels due to the significant additional contributions we made in 2007 and 2006.

Other expenses were 19 percent of revenues in first quarter 2008 compared with 15 percent in 2007, with the increase reflecting:

- \$18 million of costs relating to the 2008 expense review, equivalent to 2 percentage points, primarily relating to property and systems rationalization costs;
- a 1 percentage point adverse impact from foreign currency translation; and
- an additional \$11 million in rental expense, mainly relating to our new London headquarters;

partly offset by

- the benefits of our continued focus on cost control.

Operating income and margin (operating income as a percentage of revenues)

	Three months ending March 31,	
	2008	2007
	(millions, except percentages)	
Revenues	\$ 795	\$ 739
Operating income	225	238
Operating margin or operating income as a percentage of revenues	28%	32%

Operating margin at 28 percent was 4 percentage points lower than in first quarter 2007 with the decrease mainly reflecting:

- the \$33 million charge in Corporate for the 2008 expense review mainly relating to severance and property and systems rationalizations, equivalent to approximately 4 percentage points;

Income taxes partly offset by

- improved margins for Global and International reflecting the benefit of productivity initiatives, good cost control and lower pension costs, partly offset by spending on new productivity and other initiatives.

Operating segment margins are discussed further in "Operating Results—Segment Information" below.

	Three months ended March 31,	
	2008	2007
	(millions, except percentages)	
Income before taxes	\$ 209	\$ 226
Income taxes	60	68
Effective tax rate	29%	30%

The effective tax rate in first quarter 2008 was 29 percent compared with 30 percent in 2007,

Net income with the decrease mainly reflecting a change in the geographical mix of profits.

and diluted earnings per share

	Three months ended March 31,	
	2008	2007
	(millions, except per share data)	
Net income	\$ 166	\$ 169
Diluted earnings per share	1.16	1.10
Average diluted number of shares outstanding	143	154

Net income for first quarter 2008 was \$166 million compared with \$169 million in 2007 with the small decrease mainly reflecting the impact of:

- 39 the \$13 million decrease in operating income, discussed above;
- a \$4 million increase in interest principally reflecting increased long-term borrowing to

fund share buybacks and additional pension contributions;

partly offset by

- an \$8 million decrease in the tax charge as the result of a change in the geographical mix of profits; and
- a \$7 million increase in our interest in earnings of associates which mainly reflected an increased contribution from Gras Savoye due to our increased ownership, improved earnings and the benefit of foreign currency translation.

Despite the decrease in net income, diluted earnings per share increased by \$0.06 in first

We organize our business into three segments: Global, North America and International. Our Global business provides specialist brokerage and consulting services to clients worldwide for risks arising from specific industries and activities. North America and International

quarter 2008 compared with 2007 mainly reflecting the benefit of the share buybacks in 2007.

Average diluted shares outstanding decreased from 154 million in first quarter 2007 to 143 million in first quarter 2008 primarily reflecting the impact of the 11.5 million shares repurchased under accelerated share repurchase programs in first quarter 2007. After taking into account incremental funding costs, there was a \$0.06 benefit to diluted earnings per share from these share buybacks for first quarter 2008.

Foreign currency translation had a \$0.08 positive year on year impact on diluted earnings per share in first quarter 2008.

OPERATING RESULTS—SEGMENT INFORMATION

comprise our retail operations and provide services to small, medium and major corporates.

The following table is a summary of our operating results by segment for the quarters ended March 31, 2008 and 2007:

	Three months ended March 31, 2008			Three months ended March 31, 2007 ⁽ⁱ⁾		
	Revenues	Operating Income	Operating Margin	Revenues	Operating Income	Operating Margin
	(millions)			(millions)		
Global	\$ 285	\$ 133	47%	\$ 272	\$ 122	45%
North America	196	27	14%	193	27	14%
International	314	104	33%	274	87	32%
Total Retail	510	131	26%	467	114	24%
Corporate & Other ⁽ⁱⁱ⁾	—	(39)	n/a	—	2	n/a
Total Consolidated	\$ 795	\$ 225	28%	\$ 739	\$ 238	32%

(i) With effect from January 1, 2008, we changed the basis of segmental allocations for certain costs. In particular, all accounting adjustments for hedging transactions are now held at the Corporate level, together with certain legal costs. As a result of this change, an additional \$15 million net operating loss for first quarter 2007, previously reported within Corporate, has been allocated to the operating segments.

(ii) Corporate and Other includes the costs of the holding company; foreign exchange hedging activities; amortization of intangible assets; net gains and losses on disposal of operations and properties; certain legal costs; and, in first quarter 2008, the \$33 million charge for the 2008 expense review.

Global

	Three months ended March 31,	
	2008	2007
	(millions, except percentages)	
Commissions and fees	\$ 277	\$ 261
Investment income	8	11
Other income	—	—
Total revenues	<u>\$ 285</u>	<u>\$ 272</u>
Operating income	\$ 133	\$ 122
Organic revenue growth ⁽ⁱ⁾	2%	3%
Operating margin	47%	45%

(i) Organic revenue growth excludes the impact of foreign currency translation, acquisitions and disposals, investment income and other income from reported revenues. We use organic growth as a measure of business growth generated by operations that were part of the Group at the end of the period. Our method of calculating this measure may differ from that used by other companies and therefore comparability may be limited.

Our Global operations comprise Global Specialties and Reinsurance.

Revenue

Commissions and fees were \$16 million, or 6 percent higher, in first quarter 2008 compared with 2007 of which 4 percent was attributable to foreign currency translation. Organic revenue growth was 2 percent in first quarter 2008 with the benefit of good growth in Global Specialties offset by more modest growth in Reinsurance. Client retention levels increased to 90 percent compared with 88 percent a year ago.

Global Specialties revenue growth reflected the benefit of good growth in Construction, Marine, Energy and Financial Institutions. This revenue growth was achieved despite significant rate reductions in the range of 5 to 20 percent.

Organic revenues in Reinsurance in first quarter 2008 were only modestly higher than in 2007 and

41 continue to be adversely impacted by a combination of declining rates and a reduction in amounts reinsured. On average premium rates have declined by approximately 10 percent. We continue to make investments in Reinsurance to strengthen capital markets and analytics capabilities, which we believe will drive future growth opportunities.

Operating margin

Operating margin in our Global operations was 47 percent in first quarter 2008 compared with 45 percent in 2007. This improvement reflected strong contributions from Marine, Construction and Financial Institutions, together with improved margins in Reinsurance. Lower pension costs also contributed to the improvement.

North America

	Three months ended March 31,	
	2008	2007
	(millions, except percentages)	
Commissions and fees	\$ 191	\$ 184
Investment income	4	5
Other income ⁽ⁱ⁾	1	4
Total revenues	\$ 196	\$ 193
Operating income	\$ 27	\$ 27
Organic revenue growth ⁽ⁱⁱ⁾	3%	4%
Operating margin	14%	14%

(i) Other income represents gains on disposals of intangible assets, including books of business. Prior to January 1, 2008 these gains were reported within total commissions and fees but were excluded from organic revenue growth with effect from April 1, 2007. As a result of this change, \$4 million of income previously reported as North America commissions and fees in first quarter 2007, has been transferred to other income.

(ii) Organic revenue growth excludes the impact of foreign currency translation, acquisitions and disposals, investment income and other income from reported revenues. We use organic growth as a measure of business growth generated by operations that were part of the Group at the end of the period. Our method of calculating this measure may differ from that used by other companies and therefore comparability may be limited.

Revenues

Commissions and fees in North America were \$7 million, or 4 percent, higher in first quarter 2008 compared with 2007 of which 1 percent was attributable to net acquisitions and disposals, primarily relating to the acquisition of InsuranceNoodle in second quarter 2007.

Organic revenue growth was 3 percent and was achieved despite rates continuing to decline in most areas, with decreases of between 10 and 40 percent. Despite the declining rates, we saw good growth in most of our retail regions, in particular the Northeast and Central regions. Client retention levels contributed to this growth and, compared with first quarter 2007, were 1 percentage point higher at 91 percent.

42 Producer headcount at March 31, 2008 was broadly in line with December 31, 2007 but productivity improved with a 2 percent rise in revenues per FTE since December 31, 2007.

We have recently stepped up our recruitment activity in key cities and growth areas, including the Central, Southeast and New York regions.

Operating margin

Operating margin at 14 percent in first quarter 2008 was in line with 2007, with the benefit of increased revenue per FTE, lower pension costs and other savings, offset by the investments in InsuranceNoodle and other initiatives.

International

	Three months ended March 31,	
	2008	2007
	(millions, except percentages)	
Commissions and fees	\$ 304	\$ 266
Investment income	10	8
Other income	—	—
Total revenues	\$ 314	\$ 274
Operating income	\$ 104	\$ 87
Organic revenue growth ⁽ⁱ⁾	5%	8%
Operating margin	33%	32%

(i) Organic revenue growth excludes the impact of foreign currency translation, acquisitions and disposals, investment income and other income from reported revenues. We use organic growth as a measure of business growth generated by operations that were part of the Group at the end of the period. Our method of calculating this measure may differ from that used by other companies and therefore comparability may be limited.

Revenues

Commissions and fees in International were \$38 million, or 14 percent, higher in first quarter 2008 compared with 2007. Some 9 percent of this increase was attributable to foreign currency translation as a significant part of International's revenues are earned in currencies that have strengthened against the dollar on a year on year basis, in particular the Euro. Organic growth of 5 percent was achieved despite declining rates in most countries, with decreases of between 10 and 15 percent in most areas, and higher decreases in some emerging market countries.

We have seen consistent growth in our International business over the last two years, with the last ten quarters all showing growth of 5 percent or higher. Average client retention

levels across International remained high at 92 percent.

Emerging markets continued to make a strong contribution with Latin America, China, Indonesia, Singapore, Poland and Russia all generating double-digit growth. The emerging market growth was complemented by good growth in Spain and Denmark.

Operating margin

Operating margin in International was 33 percent in first quarter 2008 compared with 32 percent in 2007, with the improvement reflecting the strong organic revenue growth. In particular, there was strong profit growth in Latin America and the emerging markets countries, together with the United Kingdom, Spain and Germany.

The accounting estimates or assumptions that management considers to be the most important to the presentation of the Company's financial condition or operating performance were

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discussed in our Annual Report on Form 10-K for the year ended December 31, 2007. There were no significant additions or changes to these assumptions in first quarter 2008.

C

There were no new accounting standards issued during the first quarter 2008 that would have a

significant impact on the Company's reporting.

LIQUIDITY AND CAPITAL RESOURCES

In November 2007, the Board authorized a new share buyback program for \$1 billion. This replaced our previous \$1 billion buyback program and its remaining \$308 million authorization. We repurchased 2.3 million shares totaling \$75 million under this authorization in first quarter 2008.

44 _____ which generally emphasize capital preservation and liquidity, and is not generally available to service our debt or for other corporate purposes.

In first quarter 2008, the credit markets remained volatile and there were only a few debt issuances in the US financial services sector in our rating category.

Our credit ratings are investment grade and were reaffirmed when we issued the \$600 million of notes in March 2007. We believe that these ratings and our consistent generation of cash, together with the amendment to our revolving credit facility in November 2007, which increased our permitted leverage ratio from 2.5:1 to 3.0:1, allow us flexibility in our capital planning.

Absent a significant acquisition with a very strong strategic fit, share buybacks will remain a key part of our capital planning strategy.

Fiduciary funds

As an intermediary, we hold funds generally in a fiduciary capacity for the account of third parties, typically as the result of premiums received from clients that are in transit to insurers and claims due to clients that are in transit from insurers. We report premiums, which are held on account of, or due from, clients as assets with a corresponding liability due to the insurers. Claims held by, or due to, us which are due to clients are also shown as both assets and liabilities. All these balances due or payable are included in accounts receivable and accounts payable on the balance sheet. We earn interest on these funds during the time between the receipt of the cash and the time the cash is paid out. Fiduciary cash must be kept in certain regulated bank accounts subject to guidelines,

Own funds

As of March 31, 2008, we had cash and cash equivalents of \$195 million, compared with \$200 million at December 31, 2007, and \$85 million of our \$300 million revolving credit facility remained available to draw.

Operating activities

Net cash provided by operations, which excludes fiduciary cash movements, was \$9 million in first quarter 2008 compared with \$80 million in first quarter 2007, with the decrease being primarily attributable to the timing of cash collections and other working capital movements in our seasonally lowest cash quarter of the year.

Investing activities

Total net cash used in investing activities was \$76 million in first quarter 2008 compared with \$27 million in the same period of 2007.

The net increase in cash used in investing activities of \$49 million was mainly attributable to:

- the \$31 million acquisition of a further 4 percent of voting rights in Gras Savoye & Cie, our French associate; and
- additional spend of \$20 million on fixed assets relating to the fit-out of our new London headquarters which is now in full occupancy.

Financing activities

Cash provided by financing activities amounted to \$57 million in first quarter 2008, a net increase of \$146 million over the \$89 million used in same quarter 2007.

Long-term debt

In first quarter 2008, we drew down \$165 million on our revolving credit facility, primarily to fund share buybacks and fixed asset additions related to our new London headquarters building. In March 2007, we issued \$600 million of 10 year senior notes at 6.20 percent. We used the proceeds of the notes to fund share buybacks and to repay \$200 million on our revolving credit facility.

Share buybacks

We continued to buy back shares in 2008, repurchasing 2.3 million shares for \$75 million of

Except for the following, there have been no material changes in our contractual obligations since December 31, 2007.

In first quarter 2008, we drew down an additional \$165 million on our revolving credit

Apart from commitments, guarantees and contingencies, as disclosed in Note 6 to the Condensed Consolidated Financial Statements, the Company has no off-balance sheet

cash during the quarter compared with 11.5 million shares at a cost of \$458 million in first quarter 2007.

Dividends

Cash dividends paid in first quarter 2008 were \$36 million compared with \$36 million in the same period 2007. In February 2008, the quarterly cash dividend declared was increased by 4 percent to \$0.26 per share, an annual rate of \$1.04 per share.

CONTRACTUAL OBLIGATIONS

OFF-BALANCE SHEET facility which expires in October 2010, taking our outstanding balance under this facility to \$215 million as at March 31, 2008.

TRANSACTIONS

45 arrangements that have, or are reasonably likely to have, a material effect on the Company's financial condition, results of operations or liquidity.

There has been no material change with respect to market risk from that described in the Company's Annual Report on Form 10-K for the year ended December 31, 2007.

Item 4—Controls and Procedures*Evaluation of Disclosure Controls and Procedures*

As of March 31, 2008, the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Chairman and Chief Executive Officer and the Group Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Exchange Act Rule 13a-15(e). Based upon that evaluation, the Chief Executive Officer and the Group Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective in ensuring that the information required to be included in the Company's periodic SEC filings is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms and that such information is accumulated and communicated to them as appropriate to allow for timely decisions regarding required disclosure.

The Company introduced a new Broking system as part of the "Shaping our Future" initiative. The roll-out of the system commenced in 2006 with one of the business units going live on December 4, 2006, processing policies with inception dates after April 1, 2007 and consequently impacting financial periods commencing after April 1, 2007. During the fourth quarter ended December 31, 2007, the new Broking system was rolled-out to another Business unit. The new system has resulted in a change in the controls over initiation, authorization, recording, processing and reporting of "revenue" in the two business units. The system is intended, among other things, to enhance the Company's internal controls over financial reporting.

There have been no other changes in the Company's internal controls over financial reporting during the quarter ended March 31, 2008 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 1—Legal Proceedings

The information set forth in Note 6 of Notes to the Condensed Consolidated Financial Statements, provided in Part I, Item 1 of this report, is incorporated herein by reference.

Item 1A—Risk Factors

There have been no material changes to the risk factors described in Part I, Item 1A "Risk Factors" included in the Form 10-K for the year ended December 31, 2007.

Item 2—Unregistered Sales of Equity Securities and Use of Proceeds

During the quarter ended March 31, 2008, the Company issued a total of 106,611 shares of common stock without registration under the Securities Act of 1933, as amended, in reliance upon the exemption under Section 4(2) of such Act relating to sales by an issuer not involving a public offering, none of which involved the sale of more than 1% of the outstanding common stock of the Company.

The following sales of shares related to part consideration for the acquisition of interest in the following companies:

Date of Sale	Number of Shares	Acquisition
February 21, 2008	94,430	Rontarca Prima, Willis, C.A.
March 13, 2008	12,181	Eyl & Gordon Insurance Brokers, Inc. d/b/a Gueits, Adams & Company

On November 1, 2007, the Board authorized a new share buyback program for \$1 billion. This replaced the previous \$1 billion buyback program and its remaining \$308 million authorization. The program is an open-ended plan to repurchase the Company's shares from time to time in the open market or through negotiated sales with persons who are not affiliates of the Company.

The following shares of the Company's common stock were repurchased by the Company during the first quarter on a trade date basis:

Period	Total Number of Shares Purchased	Average Price per Share	Total Number of Shares Purchased as part of Publicly Announced Plans or Programs	Fees and Price Adjustments	Approximate Dollar Value of Shares that may yet be Purchased under the Plans or Programs
January 1, to January 31, 2008	—	—	—	\$ —	\$ 1,000,000,000
February 1, to February 28, 2008	1,435,028	\$ 33.31	1,435,028	\$ 47,840,130	\$ 952,159,870
March 1, to March 31, 2008	827,842	\$ 32.71	827,842	\$ 27,148,278	\$ 925,011,592

Item 3—Defaults Upon Senior Securities

None.

Item 4—Submission of Matters to a Vote of Security Holders

The Company held its Annual General Meeting on April 23, 2008 at which shareholders elected Ms. Anna C. Catalano, Ms. Wendy E. Lane and Ms. Robyn S. Kravit and Messrs. William W. Bradley, Joseph A. Califano Jr., Eric G. Friberg, Sir Roy Gardner, Sir Jeremy Hanley, James F. McCann, Joseph J. Plumeri and Douglas B. Roberts to serve as directors until the next Annual General Meeting unless they are earlier removed or resign.

The table below sets out the number of votes cast for, against or withheld for each director:

Director	For	Against	Withheld
William W. Bradley	123,017,880	5,506,479	74,990
Joseph A. Califano, Jr.	122,582,934	5,947,899	68,516
Anna C. Catalano	123,038,744	5,484,289	76,316
Eric G. Friberg	123,062,951	5,461,502	74,896
Sir Roy Gardner	111,208,955	17,316,345	74,049
Sir Jeremy Hanley	122,684,390	5,837,863	77,096
Robyn S. Kravit	122,759,536	5,764,705	75,108
Wendy E. Lane	122,487,223	6,010,933	101,193
James F. McCann	117,214,201	11,305,447	79,701
Joseph J. Plumeri	122,862,871	5,670,939	65,539
Douglas B. Roberts	123,001,006	5,522,406	75,937

The shareholders also re-appointed Deloitte & Touche LLP as independent auditors until the conclusion of the next Annual General Meeting of shareholders. Of the shares voted, 128,457,182 were in favor, 56,488 voted against and 85,769 were withheld.

The shareholders also approved the adoption of the Willis Group Holdings Limited 2008 Share Purchase and Option Plan. Of the shares voted, 64,219,730 were in favor, 57,646,512 voted against and 399,327 were withheld.

The shareholders also approved an amendment to Clause 5 of the Company's Memorandum of Association with the substitution of the monetary value "\$1,000" for "\$12,000". Of the shares voted, 128,066,159 were in favor, 51,324 voted against and 481,866 were withheld.

The shareholders also approved an amendment to Bye-law 1(1) by the insertion of the following definition of "Treasury Shares"; "Treasury Shares" shall mean any Shares repurchased by the Company as treasury shares. Of the shares voted, 125,395,599 were in favor, 2,730,992 voted against and 472,758 were withheld.

The shareholders also approved the deletion of Bye-law 4(2) and its replacement with the following: "The Board may, at its discretion and without the sanction of a Resolution, authorize the purchase of its own Shares of any class at any price (whether at par or above or below) and so that any Shares of any class may be selected in any manner whatsoever, upon such terms as the Board may in its discretion determine, and that any Shares so purchased may be cancelled or held as treasury shares as the Board may in its discretion determine; provided always that such purchase is effected in accordance with the provisions of the Companies Acts". Of the shares voted, 125,395,599 were in favor, 2,730,992 voted against and 472,758 were withheld.

The shareholders also approved the deletion of Bye-law 7 and its replacement with the following: "Subject to the provisions of these Bye-laws, the unissued Shares of the Company and any Treasury Shares (whether forming part of the original capital or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of or transfer them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may determine, but no Share may be issued at a discount." Of the shares voted, 125,395,599 were in favor, 2,730,992 voted against and 472,758 were withheld.

Item 5—Other Information

None.

Item 6—Exhibits

- 3.1 Memorandum of Association of Willis Group Holdings Limited as amended April 23, 2008
- 3.2 Bye-laws of Willis Group Holdings Limited as amended April 23, 2008
- 10.1 Fourth Amended and Restated Employment Agreement dated February 29, 2008, between Willis Group Holdings Limited, Willis North America Inc., and Joseph J. Plumeri (incorporated by reference to Exhibit 10.1 to Willis Group Holdings Limited's Form 8-K filed on February 29, 2008)
- 10.2 Form of Employment Agreement dated December 17, 2007 between Willis Limited and Tim Wright (incorporated by reference to Exhibit 10.2 to Willis Group Holdings Limited's Form 8-K filed on February 29, 2008)
- 10.3 Willis Group Holdings Limited 2008 Share Purchased and Option Plan
- 31.1 Certification Pursuant to Rule 13a-14(a)
- 31.2 Certification Pursuant to Rule 13a-14(a)
- 32.1 Certification Pursuant to 18 U.S.C. Section 1350
- 32.2 Certification Pursuant to 18 U.S.C. Section 1350

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, thereunto duly authorized.

WILLIS GROUP HOLDINGS LIMITED
(Registrant)

By: /s/ PATRICK C. REGAN

Patrick C. Regan
*Group Chief Operating Officer and
Group Chief Financial Officer*

Dated: May 9, 2008

FORM NO. 2

[LOGO]

BERMUDA

THE COMPANIES ACT 1981

AMENDED MEMORANDUM OF ASSOCIATION OF COMPANY LIMITED BY SHARES
SECTION 7(1) AND (2)

MEMORANDUM OF ASSOCIATION

OF

WILLIS GROUP HOLDINGS LIMITED

(hereinafter referred to as "the Company")

1. The liability of the members of the Company is limited to the amount (if any) for the time being unpaid on the shares respectively held by them.
2. We, the undersigned, namely,

Name and Address	Nationality Subscribed	Number of Shares (Yes or No)	Bermudian Status
Timothy C. Faries Cedar House 41 Cedar Avenue Hamilton HM 12, Bermuda	British	1	Yes
Ruby L. Rawlins Cedar House 41 Cedar Avenue Hamilton HM 12, Bermuda	British	1	Yes
Rachael M. Lathan Cedar House 41 Cedar Avenue Hamilton HM 12, Bermuda	British	1	Yes
Joy F. Thompson Cedar House 41 Cedar Avenue Hamilton HM 12, Bermuda	British	1	Yes

do hereby respectively agree to take such number of shares of the Company as may be allotted to us respectively by the provisional directors of the Company, not

exceeding the number of shares for which we have respectively subscribed, and to satisfy such calls as may be made by the directors, provisional directors or promoters of the Company in respect of the shares allotted to us respectively.

3. The Company is to be a Exempted Company as defined by the Companies Act 1981.
4. The Company, with the consent of the Minister of Finance, has power to hold land situate in Bermuda not exceeding in all, including the following parcels:-
Not applicable.

5. The authorised share capital of the Company is \$1 divided into 8,696 shares of U.S.\$0.000115 each. The minimum subscribed share capital of the company is \$1 in the United States currency. Amended by shareholders at the Annual General Meeting held 23 April 2008

6. The objects for which the Company is formed and incorporated are:-

See attached.

7. The Company has the powers set out in The Schedule annexed hereto.

6.

- (i) To act as an investment holding company and to co-ordinate the business of any companies in which the Company is for the time being interested, and to acquire (whether by original subscription, tender, purchase exchange or otherwise) the whole or any part of the stock, shares, debentures, debenture stocks, bonds and other securities issued or guaranteed by a body corporate constituted or carrying on business in any part of the world or by any government, sovereign ruler, commissioners, public body or authority and to hold the same as investments, public body or authority and to hold the same as investments, and to sell, exchange, carry and dispose of the same.
- (ii) To remunerate any person for services rendered or to be rendered to the Company, including without limitation, by cash payment or by the allotment of shares or other securities of the Company, credited as paid up in full or in part.
- (iii) To remunerate any person for services rendered or to be rendered in placing, assisting and guaranteeing the placing and procuring the underwriting of any share or other security of the Company or of any person in which the Company may be interested or proposes to be interested, or in connection with the conduct of the business of the Company, including, without limitation, by cash payment or by the allotment of shares or other securities of the Company, credited as paid up in full or in part.

(iv) To co-ordinate, finance and manage the business and operation of any person in which the Company has an interest.

(v) To establish and contribute to any scheme for the purchase or subscription by trustees of shares or other securities of the Company to be held for the benefit of the employees of the Company, and subsidiary of the Company or any person allied to or associated with the Company, to lend money to those employees or to trustees on their behalf to enable them to purchase or subscribe for shares or other securities of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees.

(vi) as set forth in paragraphs (b) to (n) and (p) to (u) inclusive of the Second Schedule to the Companies Act 1981.

Signed by each subscriber in the presence of at least one witness attesting the signature thereof:-

/s/ Timothy C. Faries

/s/ Dionne Hackett

/s/ Ruby L. Rawlins

/s/ Dionne Hackett

/s/ Rachael M. Lathan

/s/ Dionne Hackett

/s/ Joy F. Thompson
(Subscribers)

/s/ Dionne Hackett
(Witnesses)

Subscribed this 8th day of February 2001

THE COMPANIES ACT

SECOND SCHEDULE

(SECTION 11(2))

Subject to Section 4A, a company may by reference include in its memorandum any of the following objects, that is to say the business of -

- (a) insurance and re-insurance of all kinds;
- (b) packaging of goods of all kinds;
- (c) buying, selling and dealing in goods of all kinds;
- (d) designing and manufacturing of goods of all kinds;
- (e) mining and quarrying and exploration for metals, minerals, fossil fuels

and precious stones of all kinds and their preparation for sale or use;

- (f) exploring for, the drilling for, the moving, transporting and refining petroleum and hydro carbon products including oil and oil products;
- (g) scientific research including the improvement, discovery and development of processes, inventions, patents and designs and the construction, maintenance and operation of laboratories and research centres;
- (h) land, sea and air undertakings including the land, ship and air carriage of passengers, mails and goods of all kinds;
- (i) ships and aircraft owners, managers, operators, agents, builders and repairers;
- (j) acquiring, owning, selling, chartering, repairing or dealing in ships and aircraft;
- (k) travel agents, freight contractors and forwarding agents;
- (l) dock owners, wharfingers, warehousemen;
- (m) ship chandlers and dealing in rope, canvas oil and ship stores of all kinds;
- (n) all forms of engineering;
- (o) developing, operating, advising or acting as technical consultants to any other enterprise or business;
- (p) farmers, livestock breeders and keepers, graziers, butchers, tanners and processors of and dealers in all kinds of live and dead stock, wool, hides, tallow, grain, vegetables and other produce;
- (q) acquiring by purchase or otherwise and holding as an investment inventions, patents, trade marks, trade names, trade secrets, designs and the like;
- (r) buying, selling, hiring, letting and dealing in conveyances of any sort; and
- (s) employing, providing, hiring out and acting as agent for artists, actors, entertainers of all sorts, authors, composers, producers, directors, engineers and experts or specialists of any kind;
- (t) to acquire by purchase or otherwise and hold, sell, dispose of and deal in real property situated outside Bermuda and in personal property of all kinds wheresoever situated;
- (u) to enter into any guarantee, contract of indemnity or suretyship and to assure, support or secure with or without consideration or benefit the performance of any obligations of any person or persons and to guarantee the fidelity of individuals filling or about to fill situations of trust or confidence;

(v) to be and carry on business of a mutual fund within the meaning of section 156A.

Provided that none of these objects shall enable the company to carry on restricted business activity as set out in the Ninth Schedule except with the consent of the Minister.

STAMP DUTY (To be affixed)

NOT APPLICABLE

THE SCHEDULE

(REFERRED TO IN CLAUSE 7 OF THE MEMORANDUM OF ASSOCIATION)

- (a) to borrow and raise money in any currency or currencies and to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company or by the creation and issue of securities;

- (b) to enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any securities or liabilities of, any person, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the company or another subsidiary of a holding company of the company or otherwise associated with the company;
- (c) to accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes, and other instruments and securities, whether negotiable or otherwise;
- (d) to sell, exchange, mortgage, charge, let on rent, share of profit, royalty or otherwise, grant licences, easements, options, servitudes and other rights over, and in any other manner deal with or dispose of, all or any part of the undertaking, property and assets (present and future) of the company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities;
- (e) to issue and allot securities of the company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the company or any services rendered to the company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose;
- (f) to grant pensions, annuities, or other allowances, including allowances on

death, to any directors, officers or employees or former directors, officers or employees of the company or any company which at any time is or was a subsidiary or a holding company or another subsidiary of a holding company of the company or otherwise associated with the company or of any predecessor in business of any of them, and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of

benefit to the company or whom the company considers have any moral claim on the company or to their relations connections or dependants, and to establish or support any associations, institutions, clubs, schools, building and housing schemes, funds and trusts, and to make payment towards insurance or other arrangements likely to benefit any such persons or otherwise advance the interests of the company or of its members or for any national, charitable, benevolent, educational, social, public, general or useful object;

- (g) subject to the provisions of Section 42 of the Companies Act 1981, to issue preference shares which at the option of the holders thereof are to be liable to be redeemed;
- (h) to purchase its own shares in accordance with the provisions of Section 42A of the Companies Act 1981. (h) to purchase its own shares in accordance with the provisions of Section 42A of the Companies Act 1981.

THE COMPANIES ACT 1981

FIRST SCHEDULE

(SECTION 11(1))

A company limited by shares, or other company having a share capital, may exercise all or any of the following powers subject to any provision of law or its memorandum -

- (1) [REPEALED BY 1992:51]
- (2) to acquire or undertake the whole or any part of the business, property and liabilities of any person carrying on any business that the company is authorised to carry on;
- (3) to apply for, register, purchase, lease, acquire, hold, use, control, licence, sell, assign or dispose of patents, patent rights, copyrights, trade marks, formulae, licences, inventions, processes, distinctive marks and similar rights;
- (4) to enter into partnership or into any arrangement for sharing of profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person carrying on or engaged in or about to carry on or engage in any business or transaction that the company is authorised to carry on or engage in or any business or transaction capable of being conducted so as to benefit the company;
- (5) to take or otherwise acquire and hold securities in any other body corporate having objects altogether or in part similar to those of the company or carrying on any business capable of being conducted so as to benefit the company;
- (6) subject to section 96 to lend money to any employee or to any person having dealings with the company or with whom the company proposes to have dealings or to any other body corporate any of whose shares are held by the company;
- (7) to apply for, secure or acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right or privilege, that any government or authority or any body corporate or other public body may be empowered to grant, and to pay for, aid in and contribute toward carrying it into effect and to assume any liabilities or obligations incidental thereto;
- (8) to establish and support or aid in the establishment and support of associations, institutions, funds or trusts for the benefit of employees or former employees of the company or its predecessors, or the dependants or connections of such employees or former employees, and grant pensions and allowances, and make payments towards insurance or for any object similar to those set forth in this paragraph, and to subscribe or guarantee money for charitable, benevolent, educational or religious objects or for any exhibition or for any public, general or useful objects;
- (9) to promote any company for the purpose of acquiring or taking over any of the property and liabilities of the company or for any other purpose that may benefit the company;
- (10) to purchase, lease, take in exchange, hire or otherwise acquire any personal property and any rights or privileges that the company considers necessary or convenient for the purposes of its business;
- (11) to construct, maintain, alter, renovate and demolish any buildings or works necessary or convenient for its objects;
- (12) to take land in Bermuda by way of lease or letting agreement for a term not exceeding fifty years, being land BONA FIDE required for the purposes of the business of the company and with the consent of the Minister granted in his discretion to take land in Bermuda by way of lease or letting agreement for a term not exceeding twenty-one years in order to provide accommodation or recreational facilities for its officers and employees and when no longer necessary for any of the above purposes to terminate or transfer the lease or letting agreement;
- (13) except to the extent, if any, as may be otherwise expressly provided in its incorporating Act or memorandum and subject to this Act every company shall have power to invest the moneys of the Company by way of mortgage of real or personal property of every description in Bermuda or elsewhere and to sell, exchange, vary, or dispose of such mortgage as the company shall from time to time determine;

- (14) to construct, improve, maintain, work, manage, carry out or control any roads, ways, tramways, branches or sidings, bridges, reservoirs, watercourses, wharves, factories, warehouses, electric works, shops, stores and other works and conveniences that may advance the interests of the company and contribute to, subsidise or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof;
- (15) to raise and assist in raising money for, and aid by way of bonus, loan, promise, endorsement, guarantee or otherwise, any person and guarantee the performance or fulfilment of any contracts or obligations of any person, and in particular guarantee the payment of the principal of and interest on the debt obligations of any such person;

- (16) to borrow or raise or secure the payment of money in such manner as the company may think fit;
 - (17) to draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants and other negotiable or transferable instruments;
 - (18) when properly authorised to do so, to sell, lease, exchange or otherwise dispose of the undertaking of the company or any part thereof as an entirety or substantially as an entirety for such consideration as the company thinks fit;
 - (19) to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with the property of the company in the ordinary course of its business;
 - (20) to adopt such means of making known the products of the company as may seem expedient, and in particular by advertising, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes and rewards and making donations;
 - (21) to cause the company to be registered and recognised in any foreign jurisdiction, and designate persons therein according to the laws of that foreign jurisdiction or to represent the company and to accept service for and on behalf of the company of any process or suit;
 - (22) to allot and issue fully-paid shares of the company in payment or part payment of any property purchased or otherwise acquired by the company or for any past services performed for the company;
 - (23) to distribute among the members of the company in cash, kind, specie or otherwise as may be resolved, by way of dividend, bonus or in any other manner considered advisable, any property of the company, but not so as to decrease the capital of the company unless the distribution is made for the purpose of enabling the company to be dissolved or the distribution, apart from this paragraph, would be otherwise lawful;
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- (24) to establish agencies and branches;
- (25) to take or hold mortgages, hypothecs, liens and charges to secure payment of the purchase price, or of any unpaid balance of the purchase price, of any part of the property of the company of whatsoever kind sold by the company, or for any money due to the company from purchasers and others and to sell or otherwise dispose of any such mortgage, hypothec, lien or charge;
- (26) to pay all costs and expenses of or incidental to the incorporation and organization of the company;
- (27) to invest and deal with the moneys of the company not immediately required for the objects of the company in such manner as may be determined;
- (28) to do any of the things authorised by this Schedule and all things authorised by its memorandum as principals, agents, contractors, trustees or otherwise, and either alone or in conjunction with others;
- (29) to do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the company.

Every company may exercise its powers beyond the boundaries of Bermuda to the extent to which the laws in force where the powers are sought to be exercised permit.

B Y E - L A W S

of

Willis Group Holdings Limited

INTERPRETATION

1. (1) In these Bye-Laws unless the context otherwise requires - “**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such first Person;

“**Alternate Director**” shall have the meaning as set out in Bye-Law 92;

“**Bermuda**” means the Islands of Bermuda;

“**Board**” means the Board of Directors of the Company or the directors present at a meeting of Directors at which there is a quorum;

“**Chief Executive Officer**” means the officer appointed by the Board holding such title, or if no officer holds such title, the President or Chairman of the Company;

“**Common Shares**” means all the authorized common shares of par value \$0.000115 each in the capital of the Company;

“**Companies Acts**” means every Bermuda statute from time to time in force concerning companies insofar as the same applies to the Company;

“**Company**” means Willis Group Holdings Limited, a company incorporated

under the laws of Bermuda;

“**Control**” means, with respect to any Person, the power to direct or cause the direction of the management of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. The terms “**Controlling**” and “**Controlled**” have meanings correlative to the foregoing;

“**Director**” means such person or persons as shall be appointed to the Board from time to time pursuant to Bye-Law 86;

“**Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

“**Failed Shareholder Meeting**” shall have the meaning as set out in Bye-Law 57;

“**Fiscal Year**” means the 12-month (or shorter) period ending on December 31 of each calendar year.

“**Officer**” means a person appointed by the Board pursuant to Bye-Law 113 and shall not include an auditor of the Company;

“**paid up**” means paid up or credited as paid up;

“**Person**” means any individual, firm, corporation, limited liability company, trust, joint venture, governmental authority or other entity;

“**Preferred Shares**” means all the authorized preferred shares of the Company, par value US\$0.000115 per share;

“**Recalled Shareholder Meeting**” shall have the meaning as set out in Bye-Law 57;

“**Register**” means the Register of Shareholders of the Company;

“**Registered Office**” means the registered office for the time being of the

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Company;

“**Resident Representative**” means the person (or, if permitted in accordance with the Companies Acts, the company) appointed by the Board to perform the duties of resident representative set out in the Companies Acts and includes any assistant or deputy Resident Representative appointed by the Board to perform any of the duties of the Resident Representative;

“**Resolution**” means a resolution of the Shareholders or, where required, of a separate class or separate classes of Shareholders, adopted either in a general meeting or by written resolution, in accordance with the provisions of these Bye-Laws;

“**Seal**” means the common seal of the Company and includes any duplicate thereof;

“**Secretary**” includes a temporary or assistant or deputy Secretary and any person appointed by the Board to perform any of the duties of the Secretary;

“**Shareholder**” means a shareholder or member of the Company;

“**Shares**” means the Common Shares and the Preferred Shares;

“**Termination Event**” shall have the meaning as set out in Bye-Law 143;

“**these Bye-Laws**” means these Bye-Laws in their present form or as from time to time amended, supplemented or restated; and

“**Treasury Shares**” shall mean any Shares repurchased and held by the Company as treasury shares.

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(2) For the purposes of these Bye-Laws, a corporation shall be deemed to be present in person if its representative duly authorized pursuant to the Companies Acts is present;

(3) Words importing only the singular number include the plural number and vice versa;

(4) Words importing only the masculine gender include the feminine and neuter genders respectively;

(5) Words importing persons include companies or associations or bodies of persons, whether corporate or un-incorporate;

- (6) Reference to writing shall include typewriting, printing, lithography, photography and other modes of representing or reproducing words in a legible and non-transitory form;
- (7) Any words or expressions not otherwise defined in these Bye-Laws or defined in the Companies Acts in force at the date when these Bye-Laws or any part thereof are adopted shall bear the same meaning in these Bye-Laws or such part (as the case may be).

REGISTERED OFFICE

2. The Registered Office shall be at such place in Bermuda as the Board shall from time to time appoint.

SHARE RIGHTS

3. Subject to any special rights conferred on the holders of any Share or class of Shares, any Share in the Company may be issued with or have attached thereto such preferred, deferred, qualified or other special rights or such restrictions, whether in regard to

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dividend, voting, return of capital or otherwise, as the Company may by Resolution determine or, if there has not been any such determination or so far as the same shall not make specific provision, as the Board may determine.

4. (1) Subject to the Companies Acts, any Preferred Shares may, with the sanction of a resolution of the Board, be issued on terms:
- (a) that they are to be redeemed on the happening of a specified event or on a given date; and/or,
 - (b) that they are liable to be redeemed at the option of the Company; and/or,
 - (c) if authorized by the memorandum of the Company, that they are liable to be redeemed at the option of the holder; and
 - (d) with any such other preferred, deferred, qualified or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Board by resolution shall determine.
- The terms of each class or series of Preferred Shares shall be provided for in such resolution of the Board and shall be attached to but shall not form part of these Bye-Laws.
- (2) The Board may, at its discretion and without the sanction of a Resolution, authorize the purchase of its own Shares of any class at any price (whether at par or above or below) and so that any Shares of any class may be selected in any manner whatsoever, upon such terms as the Board may in its discretion determine, and that any Shares so purchased may be canceled or held as treasury shares as

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the Board may in its discretion determine; provided always that such purchase is effected in accordance with the provisions of the Companies Acts.

MODIFICATION OF RIGHTS

5. Subject to the Companies Acts and except as otherwise set forth in these Bye-Laws, all or any of the special rights for the time being attached to any class of Common Shares for the time being issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the sanction of a Resolution passed at a separate general meeting of the holders of Common Shares of that class, voting in person or by proxy and representing at least a majority of the votes cast by holders of Common Shares of that class at such separate general meeting. To any such separate general meeting, all the provisions of these Bye-Laws as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be two or more persons holding or representing by proxy Common Shares of the relevant class representing a majority of the votes that may be cast by all holders of Common Shares of that class, that every holder of Common Shares of the relevant class shall be entitled on a poll to the number of votes for every such Common Share held by him determined in accordance with Bye-Law 11 and that any holder of Common Shares of the relevant class present in person or by proxy may demand a poll; *provided, however*, that if the Company or a class of Common Shares shall have only one Shareholder, one Shareholder present in person or by proxy shall constitute the necessary quorum. Subject to the Companies Acts and except as otherwise set forth in these Bye-Laws, all or any of the special rights for the time being attached

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to any class or series of Preferred Shares for the time being issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the requisite consent or vote of the holders of such class or series as shall be set forth in a schedule to the Bye-Laws (which shall not form part of these Bye-Laws) relating to such class or series at the time when such class or series is issued.

6. The special rights conferred upon the holders of any Shares or class of Shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such Shares, be deemed to be altered by the creation or issue of further Shares ranking prior to, *pari passu* with or subsequent to such Shares.

SHARES

7. Subject to the provisions of these Bye-Laws, the unissued Shares of the Company and any Treasury Shares (whether forming part of the original capital or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of or transfer them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may determine, but no Share may be issued at a discount.
8. The Board may, in connection with the issue of any Shares, exercise all powers of paying commission and brokerage conferred or permitted by law.
9. Except as ordered by a court of competent jurisdiction or as required by law, no person shall be recognized by the Company as holding any Share upon trust and the Company shall not be bound by or required in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in

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any Share or any interest in any fractional part of a Share or (except only as otherwise provided in these Bye-Laws, or by law) any other right in respect of any Share except an absolute right to the entirety thereof in the registered holder.

SHARE CAPITAL

10. The authorized share capital of the Company at the date of adoption of these Bye-Laws is U.S.\$575,000, divided into 4,000,000,000 Common Shares and 1,000,000,000 Preferred Shares.
11. Each holder of record of Common Shares on the relevant record date shall be entitled to cast one vote for each Common Share at any general meeting of Shareholders of the Company.
12. Except as otherwise required by the Companies Acts, the holders of Common Shares shall vote as a single class on all matters with respect to which a vote of Shareholders is required under applicable law, these Bye-Laws or on which a vote of Shareholders is otherwise duly called for by the Company.

CERTIFICATES

13. The preparation, issue and delivery of certificates shall be governed by the Companies Acts. In the case of a Share held jointly by several persons, delivery of a certificate to one of several joint holders shall be sufficient delivery to all.
14. If a Share certificate is defaced, worn-out, lost or destroyed, it may be replaced on such terms (if any) as to evidence an indemnity and to payment of the costs and out of pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of defacement and wear, on delivery of the old certificate to the Company.

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15. Every Shareholder shall be entitled without payment to one certificate for all the Shares of each class held by him (and, upon transferring a part of his holding of Shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his Shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. All certificates for share or loan capital or other securities of the Company (other than letters of allotment, scrip certificates and other like documents) shall, except to the extent that the terms and conditions for the time being relating thereto otherwise provide, be issued under the Seal. The Board may by resolution determine, either generally or in any particular case, that any signatures on any such certificates need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon or that such certificates need not be signed by any persons, or may determine that a representation of the Seal may be printed on any such certificates.
16. Nothing in these Bye-Laws shall prevent title to any securities of the Company from being evidenced and/or transferred without a written instrument in accordance with regulations made from time to time in this regard under the Companies Acts, and the Board shall have the power to implement any arrangements which it may think fit for such evidencing and/or transfer which accord with those regulations.

LIEN

17. The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all monies, whether presently payable or not, called or

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payable, at a date fixed by or in accordance with the terms of issue of such Share in respect of such Share. The Company shall also hold a first and paramount lien on every share registered in the name of a person indebted or under liability to the Company (whether be in the sole registered holder or one of two or more joint holders) for all amounts owed by him or his estate to the Company (whether presently payable or not). The Company's lien on a Share shall extend to all dividends payable thereon. The Board may at any time, either generally or in any particular case, waive any lien that has arisen or declare any Share to be wholly or in part exempt from the provisions of this Bye-Law.

18. The Company may sell, in such manner as the Board may think fit, any Share on which the Company has a lien but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 14 days after a notice in writing, stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default of such payment, has been served on the holder for the time being of the Share or to a person entitled to it in consequence of the death or bankruptcy of the holder.
19. The net proceeds of sale by the Company of any Shares on which it has a lien, after the payment of the costs, shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as the same is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificates for the Shares sold and subject to a like lien for debts or liabilities not presently payable as existed upon the Share prior to the sale) be paid to the person who was the holder of the Share immediately before

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such sale. For giving effect to any such sale, the Board may authorize some person to transfer the Share sold to the purchaser thereof. The purchaser shall be registered as the holder of the Share and he shall not be bound to see to the application of the purchase money, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings relating to the sale.

20. Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability upon the Company to make any payment or empowers any government or taxing authority or government official to require the Company to make any payment in respect of any Shares registered in any of the Company's registers as held either jointly or solely by any Shareholder or in respect of any dividends, bonuses or other monies due or payable or accruing due or which may become due or payable to such Shareholder by the Company on or in respect of any Shares registered as aforesaid or for or on account or in respect of any Shareholder and whether in consequence of:
- (a) the death of such Shareholder;
 - (b) the non-payment of any income tax or other tax by such Shareholder;
 - (c) the non-payment of any estate, probate, succession, death, stamp, or other duty by the executor or administrator of such Shareholder or by or out of his estate; or
 - (d) any other act or thing;

in every such case (except to the extent that the rights conferred upon holders of any class of

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Shares render the Company liable to make additional payments in respect of sums withheld on account of the foregoing):

- (i) the Company shall be fully indemnified by such Shareholder or his executor or administrator from all liability;
- (ii) the Company shall have a lien upon all dividends and other monies payable in respect of the Shares registered in any of the Company's registers as held either jointly or solely by such Shareholder for all monies paid or payable by the Company in respect of such Shares or in respect of any dividends or other monies as aforesaid thereon or for or on account or in respect of such Shareholder under or in consequence of any such law together with interest at the rate of 15% per annum thereon from the date of payment to date of repayment and may deduct or set off against such dividends or other monies payable as aforesaid any monies paid or payable by the Company as aforesaid together with interest as aforesaid;
- (iii) the Company may recover as a debt due from such Shareholder or his executor or administrator wherever constituted any monies paid by the Company under or in consequence of any such law and interest thereon at the rate and for the period aforesaid in excess of any dividends or other monies as aforesaid then due or payable by the Company; and
- (iv) the Company may if any such money is paid or payable by it under any such law as aforesaid refuse to register a transfer of any Shares by any such Shareholder or his executor or administrator until such money and interest as aforesaid is set off or deducted as aforesaid or in case the same exceeds the amount of any such dividends or other monies as aforesaid then due or payable by the Company until

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such excess is paid to the Company.

Subject to the rights conferred upon the holders of any class of Shares, nothing herein contained shall prejudice or affect any right or remedy which any law may confer or purport to confer on the Company and as between the Company and every such Shareholder as aforesaid, his executor, administrator and estate wheresoever constituted or situate, any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

CALLS ON SHARES

21. The Board may from time to time make calls upon the Shareholders in respect of any monies unpaid on their Shares (whether on account of the par value of the Shares or by way of premium) and not by the terms of issue thereof made payable at a date fixed by or in accordance with such terms of issue, and each Shareholder shall (subject to the Company serving upon him at least 14 days notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his Shares. A call may be revoked or postponed as the Board may determine.
22. A call may be made payable by installments and shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed.
23. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.
24. If a sum called in respect of the Share shall not be paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for the payment thereof to the time of

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actual payment at such rate as the Board may determine, but the Board shall be at liberty to waive payment of such interest wholly or in part.

25. Any sum which, by the terms of issue of a Share, becomes payable on allotment or at any date fixed by or in accordance with such terms of issue, whether on account of the nominal amount of the Share or by way of premium, shall for all the purposes of these Bye-Laws be deemed to be a call duly made, notified and payable on the date on which, by the terms of issue, the same becomes payable and, in case of non-payment, all the relevant provisions of these Bye-Laws as to payment of interest, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
26. The Board may on the issue of Shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

FORFEITURE OF SHARES

27. If a Shareholder fails to pay any call or installment of a call on the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of such call or installment remains unpaid serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
28. The notice shall name a further day (not being less than 14 days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that, in the event of non-payment on or before the day and at the place appointed, the Shares in respect of which such call is made or installment is payable will be liable to be forfeited. The Board may

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accept the surrender of any Share liable to be forfeited hereunder and, in such case, references in these Bye-Laws to forfeiture shall include surrender.

29. If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which such notice has been given may at any time thereafter, before payment of all calls or installments and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture.
30. When any Share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the Share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice as aforesaid.
31. A forfeited Share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Board shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Board may think fit.
32. A person whose Shares have been forfeited shall thereupon cease to be a Shareholder in respect of them and shall surrender to the Company for cancellation the certificate for the forfeited Shares but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which at the date of forfeiture were presently payable by him to the Company in respect of the Shares

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with interest thereon at such rate as the Board may determine from the date of forfeiture until payment, and the Company may enforce payment without being under any obligation to make any allowance for the value of the Shares forfeited. The Board may waive payment of the sums due wholly or in part.

33. An affidavit in writing that the deponent is a Director of the Company or the Secretary and that a Share has been duly forfeited on the date stated in the affidavit shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share. The Company may receive the consideration (if any) given for the Share on the sale, re-allotment or disposition thereof and the Board may authorize some person to transfer the Share to the person to whom the same is sold, re-allotted or disposed of, and he shall thereupon be registered as the holder of the Share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal of the Share.

TRANSFER OF SHARES

34. Subject to the Companies Act and to any such of the restrictions contained in these Bye-Laws as may be applicable, any Shareholder may transfer all or any of his Shares. The instrument of transfer of a Share may be in any usual common form or in any other form which the Board may approve and shall be executed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee, and the transferor shall be deemed to remain the holder of the

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Share until the name of the transferee is entered into the register of members in respect thereof.

35. If the Company is under a contractual obligation to register or to refuse to register the transfer of a Share to any person, the Board shall act in accordance with such obligation and register or refuse to register the transfer of a Share to such person, whether or not it is a fully-paid Share or a Share on which the Company has a lien. Subject to the previous sentence, the Board may, in their absolute discretion and without giving any reason, refuse to register the transfer of a Share, whether or not it is a fully-paid Share or a Share on which the Company has a lien or, if applicable, whether or not the permission of the Bermuda Monetary Authority to the transfer has not been obtained.
36. If the Board refuses to register a transfer of a Share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
37. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any Share, or otherwise making an entry in the Register relating to any Share.

38. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Board refuse to register shall be returned to the person lodging it when notice of the refusal is given.

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REGISTER OF SHAREHOLDERS

39. The Company shall establish and maintain the Register in the manner prescribed by the Companies Acts. Unless the Board otherwise determines, the Register shall be open to inspection in the manner prescribed by the Companies Acts between 9:00 a.m. and 5:00 p.m. in Bermuda, on every working day. Unless the Board so determines, no Shareholder or intending Shareholder shall be entitled to have entered in the Register any indication of any trust or any equitable, contingent, future or partial interest in any Share or any interest in any fractional part of a Share, and if any such entry exists or is permitted by the Board it shall not be deemed to abrogate any of the provisions of Bye-Law 9.
40. Subject to the provisions of the Companies Acts, the Company may keep one or more overseas or branch registers in any place, and the Board may make, amend and revoke any such regulations as it may think fit respecting the keeping of such registers.

REGISTER OF DIRECTORS AND OFFICERS

41. The Secretary shall establish and maintain a register of the Directors and Officers of the Company as required by the Companies Acts. The register of Directors and Officers shall be open to inspection in the manner prescribed by the Companies Acts between 9:00 a.m. and 5:00 p.m. in Bermuda, on every working day.

TRANSMISSION OF SHARES

42. In the case of the death of a Shareholder, the survivor or survivors, where the deceased was a joint holder, and the estate representative, where he was sole holder, shall be the only person recognized by the Company as having any title to

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his Shares; but nothing herein contained shall release the estate of a deceased holder (whether the sole or joint) from any liability in respect of any Share held by him solely or jointly with other persons. For the purpose of this Bye-Law, estate representative means the person to whom probate or letters of administration has or have been granted in Bermuda or such other person who obtains title to the deceased holder's interest pursuant to an analogous process outside Bermuda, or, failing any such person, such other person as the Board may in its absolute discretion determine to be the person recognized by the Company for the purpose of this Bye-Law.

43. Any person becoming entitled to a Share in consequence of the death of a Shareholder or otherwise by operation of applicable law may, subject as hereafter provided and upon such evidence being produced as may from time to time be required by the Board as to his entitlement, either be registered himself as the holder of the Share or elect to have some person nominated by him registered as the transferee thereof. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have his nominee registered, he shall signify his election by signing an instrument of transfer of such Share in favor of his nominee. All the limitations, restrictions and provisions of these Bye-Laws relating to the right to transfer and the registration of transfer of Shares shall be applicable to any such notice or instrument of transfer as aforesaid as if the death of the Shareholder or other event giving rise to the transmission had not occurred

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and the notice or instrument of transfer was an instrument of transfer signed by such Shareholder.

44. A person becoming entitled to a Share in consequence of the death of a Shareholder or otherwise by operation of applicable law shall (upon such evidence being produced as may from time to time be required by the Board as to his entitlement) be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the Share, but he shall not be entitled in respect of the Share to receive notices of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise in respect of the Share any of the rights or privileges of a Shareholder until he shall have become registered as the holder thereof. The Board may at any time give notice requiring such person to elect either to be registered himself or to transfer the Share and, if the notice is not complied with within 60 days, the Board may thereafter withhold payment of all dividends and other moneys payable in respect of the Shares until the requirements of the notice have been complied with.
45. Subject to any directions of the Board from time to time in force, the Secretary may exercise the powers and discretions of the Board under Bye-Laws 42, 43 and 44.

INCREASE OF CAPITAL

46. The Company may from time to time increase its capital by such sum to be divided into new Shares of such par value as the Company by Resolution shall prescribe.

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47. The Company may, by the Resolution increasing the capital, direct that the new Shares or any of them shall be offered in the first instance either at par or at a premium to all the holders for the time being of Shares of any class or classes in proportion to the number of such Shares held by them respectively or make any other provision as to the issue of the new Shares.
48. The new Shares shall be subject to all the provisions of these Bye-Laws with reference to lien, the payment of calls, forfeiture, transfer, transmission and otherwise.

ALTERATION OF CAPITAL

49. The Company may from time to time by Resolution in accordance with these Bye-Laws:
- (1) divide its Shares into several classes and attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions;
 - (2) consolidate and divide all or any of its share capital into Shares of larger par value than its existing Shares;
 - (3) sub-divide its Shares or any of them into shares of smaller par value than is fixed by its memorandum of association, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in the case of the Share from which the reduced Share is derived;
 - (4) make provision for the issue and allotment of Shares which do not carry any voting rights;

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- (5) cancel Shares which, at the date of the passing of the Resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the Shares so canceled; and
 - (6) change the currency denomination of its share capital.

Where any difficulty arises in regard to any division, consolidation or subdivision under this Bye-Law, the Board may settle the same as it thinks expedient and, in particular, may arrange for the sale of the Shares representing fractions and the distribution of the net proceeds of sale in due proportion amongst the Shareholders who would have been entitled to the

fractions, and for this purpose the Board may authorize some person to transfer the Shares representing fractions to the purchaser thereof, who shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by an irregularity or invalidity in the proceedings relating to the sale.

50. Subject to the Companies Acts and to any confirmation or consent required by law or these Bye-Laws, the Company may by Resolution from time to time convert any Preferred Shares into redeemable Preferred Shares.

REDUCTION OF CAPITAL

51. Subject to the Companies Acts, its memorandum of association and any confirmation or consent required by law or these Bye-Laws, the Company may from time to time by Resolution authorize the reduction of its issued share capital, capital redemption reserve or any share premium account in any manner.

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52. In relation to any such reduction, the Company may by Resolution determine the terms upon which such reduction is to be effected including in the case of a reduction of part only of a class of Shares, those Shares to be affected.

GENERAL MEETINGS AND WRITTEN RESOLUTIONS

53. (1) The Board shall convene, and the Company shall hold, general meetings as Annual General Meetings in accordance with the requirements of the Companies Acts at such times and places as the Board shall appoint. The Board or the Chairman or Deputy Chairman of the Board may, whenever each thinks fit, and shall, when requisitioned by Shareholders pursuant to the provisions of the Companies Acts, convene general meetings other than Annual General Meetings which shall be called Special General Meetings.
- (2) Except in the case of the removal of auditors and Directors, anything which may be done by Resolution of the Company in general meeting or by Resolution of a meeting of any class of the Shareholders of the Company may, without a meeting and without any previous notice being required, be done by Resolution in writing, signed by all of the Shareholders or any class thereof or their proxies, or in the case of a Shareholder that is a corporation (whether or not a company within the meaning of the Companies Acts) on behalf of such Shareholder, being all of the Shareholders of the Company (or any class thereof) who at the date of the Resolution in writing would be entitled to attend a meeting and vote on the Resolution. Such Resolution in writing may be signed in as many counterparts as may be necessary.

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- (3) For the purposes of this Bye-Law, the date of the Resolution in writing is the date when the Resolution is signed by, or on behalf of, the last Shareholder to sign and any reference in any enactment to the date of passing of a resolution is, in relation to a resolution in writing made in accordance with this section, a reference to such date.
- (4) A Resolution in writing made in accordance with this Bye-Law is as valid as if it had been passed by the Company in general meeting or, if applicable, by a meeting of the relevant class of Shareholders of the Company, as the case may be. A Resolution in writing made in accordance with this section shall constitute minutes for the purposes of the Companies Acts and these Bye-Laws.

NOTICE OF GENERAL MEETINGS

54. (1) An Annual General Meeting shall be called by not less than 21 days notice in writing, and a Special General Meeting shall be called by not less than 7 days notice in writing. The notice shall specify the place, day and time of the meeting and the nature of the business to be considered. Notice of every general meeting shall be given in any manner permitted by Bye-Laws 138 and 139 to all Shareholders other than such as, under the provisions of these Bye-Laws or the terms of issue of the Shares they hold, are not entitled to receive such notice from the Company and to each Director and to any Resident Representative who or which has delivered a written notice upon the Registered Office requiring that such notice be sent to him or it.
- (2) A Shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares in the Company shall be

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deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

55. The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send such instrument of proxy to, or the non-receipt of notice of a meeting or such instrument of proxy by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

56. No business shall be transacted at any general meeting unless a quorum is present, but the absence of a quorum shall not preclude the appointment, choice or election of a chairman which shall not be treated as part of the business of the meeting. Shareholders holding at least 50% of the issued and outstanding Common Shares present in person or by proxy and entitled to vote shall be a quorum for all purposes; *provided, however*, that if the Company or a class of Shareholders shall have only one Shareholder, one Shareholder present in person or by proxy shall constitute the necessary quorum.
57. If within five minutes (or such longer time as the chairman of the meeting may determine to wait) after the time appointed for the meeting, a quorum is not present and the meeting was called in accordance with Bye-Law 54 (a "Failed Shareholder Meeting"), the meeting, if convened on the requisition of Shareholders, shall be dissolved. In any other case, it shall stand adjourned to such other day and such other time and place as the chairman of the meeting may determine. If a Failed Shareholder Meeting occurs and another meeting for the

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purpose of transacting the same business as set forth in the notice with respect to the Failed Shareholder Meeting (the "Recalled Shareholder Meeting") is called in accordance with Bye-Law 54 upon at least 7 days prior written notice to all Shareholders, then a quorum for the Recalled Shareholder Meeting shall not require inclusion of the Shares held by the Shareholders who failed to attend the Failed Shareholder Meeting, in calculating the quorum for the Recalled Shareholder Meeting.

58. A meeting of the Shareholders or any class thereof may be held by means of such telephone, electronic or other communication facilities as permits all persons participating in the meeting to communicate with each other and participation in such meeting shall constitute presence in person at such meeting.
59. Each Director and the Resident Representative, if any, shall be entitled to attend and speak at any general meeting of the Company.
60. The Chairman (if any) of the Board or, in his absence, the Deputy Chairman shall preside as chairman at every general meeting. If there is no Chairman or Deputy Chairman, or if at any meeting neither the Chairman nor the Deputy Chairman are present within five minutes after the time appointed for holding the meeting, or if none of them is willing to act as chairman, the Directors present shall choose one of their number to act or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, the persons present and entitled to vote on a poll shall elect one of their number to be chairman of the meeting. The chairman of the meeting shall take such action as he thinks fit to promote the proper and

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orderly conduct of the business of the meeting as laid down in the notice of the meeting.

61. The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for three months or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
62. If the Board in good faith considers that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, the Board may postpone the general meeting to another date, time and place. When a meeting is so postponed, notice of the date, time and place of the postponed meeting shall be placed in accordance with applicable law, rules and regulations and the rules and regulations of any securities exchange or automated securities quotation system on which any Shares may be listed or quoted. If a meeting is rearranged in accordance with this Bye-Law, proxy forms may be delivered before the rearranged meeting. The Board may move or postpone (or both) any rearranged meeting under this Bye-Law.
63. Save as expressly provided by these Bye-Laws, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

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64. The Board may direct that members or proxies wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances and the chairman of the meeting shall be entitled in his absolute discretion to refuse entry to, or to eject from, such general meeting any member or proxy who fails to submit to such searches or to otherwise comply with such security arrangements or restrictions.
65. The Board may make arrangements for any persons who the Board considers cannot be seated in the principal meeting room, which shall be the room in which the chairman of the meeting is situated, to attend and participate in the general meeting in an overflow room or rooms. Any overflow room shall have a live video link from the principal room and a two-way sound link. The notice of any general meeting shall not be required to give details of any arrangements under this Bye-Law. The Board may decide, in its absolute discretion, how to divide people between the principal room and any overflow room. If any overflow room is used, the meeting shall be treated as being held and taking place in the principal meeting room.

VOTING

66. Save where a greater percentage is required by the Companies Acts or these Bye-Laws, any question proposed for consideration at any general meeting shall be decided on by a simple majority of votes cast at such meeting.

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67. If an amendment shall be proposed to any Resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive Resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon.
68. At any general meeting, a Resolution put to the vote of the meeting shall be decided on a poll.
69. The result of the poll shall be deemed to be the Resolution of the meeting at which the poll is taken.
70. A poll relating to the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken in such manner and either forthwith or at such time at such meeting as the chairman shall direct. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll.
71. The demand for a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which the poll has been demanded and it may be withdrawn at any time before the close of the meeting or the taking of the poll, whichever is the earlier.
72. On a poll, votes may be cast either personally or by proxy.
73. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.

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74. In the case of an equality of votes at a general meeting, whether on a show of hands or on a poll, the chairman of such meeting shall not be entitled to a second or casting vote and the resolution shall fail.
75. In the case of joint holders of a Share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding.
76. A Shareholder who is a patient for any purpose of any statute or applicable law relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his receiver, committee, *curator bonis* or other person in the nature of a receiver, committee or *curator bonis* appointed by such court and such receiver, committee, *curator bonis* or other person may vote on a poll by proxy, and may otherwise act and be treated as such Shareholder for the purpose of general meetings.
77. No Shareholder shall, unless the Board otherwise determines, be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
78. (1) If any amendment shall be proposed by any Resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting the proceedings on the substantive Resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed at a special general

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meeting, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon, unless the chairman of the meeting in his absolute discretion decides that it may be considered or voted upon.

- (2) In the case of a Resolution duly proposed at an annual general meeting, no amendment thereto (other than a mere clerical amendment to correct a patent error) may be considered or voted upon unless either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such Resolution is to be proposed, notice in writing of the terms of the amendment and intention to move the same has been lodged at the Registered Office or the chairman of the meeting in his absolute discretion decides that it may be considered or voted upon.
79. If:
- (1) any objection shall be raised to the qualification of any voter; or,
- (2) any votes have been counted which ought not to have been counted or which might have been rejected; or,
- (3) any votes are not counted which ought to have been counted, the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have

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affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

PROXIES AND CORPORATE REPRESENTATIVES

80. The instrument appointing a proxy shall be in writing, in any usual or common form or in any other form which the Board may approve, under the hand of the appointor or of his attorney authorized by him in writing or, if the appointor is a corporation, either under its common seal or under the hand of an officer, attorney or other person authorized to sign the same. A proxy need not be a Shareholder.
81. Any Shareholder may appoint a standing proxy or (if a corporation) representative by depositing at the Registered Office a proxy or (if a corporation) an authorization and such proxy or authorization shall be valid for all general meetings and adjournments thereof, until notice of revocation is received at the Registered Office. Where a standing proxy or authorization exists, its operation shall be deemed to have been suspended at any general meeting or adjournment thereof at which the Shareholder is present or in respect to which the Shareholder has specially appointed a proxy or representative. The Board may from time to time require such evidence as it shall deem necessary as to the due execution and continuing validity of any such standing proxy or authorization and the operation of any such standing proxy or authorization shall be deemed to be suspended until such time as the Board determines that it has received the requested evidence or other evidence satisfactory to it.
82. Subject to Bye-Law 80, the instrument appointing a proxy together with such other evidence as to its due execution as the Board may from time to time require,

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shall be delivered at the Registered Office or at such place as may be specified in the notice convening the meeting or in any notice of any adjournment or, in either case or the case of a written resolution, in any document sent therewith prior to the holding of the relevant meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, before the time appointed for the taking of the poll, or and in default the instrument of proxy shall not be treated as valid.

83. The Board may, if it thinks fit, send out with the notice of any meeting forms of instruments of proxy for use at that meeting. The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall unless the contrary is stated therein be valid as well for any adjournment of the meeting as for the meeting to which it relates.
84. A vote given or poll demanded in accordance with the terms of an instrument of proxy or by the duly authorized representative of a corporation shall be valid notwithstanding the previous death or unsoundness of mind of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, *provided* that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Registered Office (or such other place as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other documents sent therewith) at least one

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hour before the commencement of the meeting or adjourned meeting, or the taking of the poll which the instrument of proxy is used.

85. Subject to the Companies Acts, the Board may at its discretion waive any of the provisions of these Bye-Laws related to proxies or authorizations and, in particular, may accept such verbal or other assurances as it thinks fit as to the right of any person to attend and vote on behalf of any Shareholder at general meetings or to sign written resolutions.

APPOINTMENT AND REMOVAL OF DIRECTORS

86. The Company may by Resolution determine (i) the minimum number of Directors, which shall be not less than 2 and which is hereby set at 2 until such number is amended by a further Resolution and (ii) the maximum number of Directors, which shall not be more than 20 and which is hereby set at 20 until such number is amended by a further Resolution, and any vacancies on the Board shall be deemed casual vacancies for the purposes of these Bye-Laws. Without prejudice to the power of the Company by Resolution in pursuance of any of the provisions of these Bye-Laws to appoint any person to be a Director, the Board, so long as a quorum of Directors remains in office, shall have power at any time and from time to time to appoint any individual to be a Director so as to fill a casual vacancy. A Director so appointed shall hold office only until the next following Annual General Meeting. If not reappointed at such Annual General Meeting, he shall vacate office at the conclusion thereof.
87. Except as otherwise required by the Companies Acts and these Bye-Laws, the appointment of any person proposed as a Director shall be effected by a separate

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Resolution voted on at a general meeting pursuant to Bye-Law 66. The Board of Directors of the Company shall by resolution nominate such number of persons qualified to serve as independent Directors as shall be necessary or appropriate under applicable law or the rules and regulations of any securities exchange or automated quotation system on which the securities of the Company may be listed.

88. No Person shall be appointed a Director, unless:—
- (a) in the case of an Annual or Special General Meeting, such person is recommended by the Board; or
 - (b) (i) if the Company is a foreign private issuer within the meaning of Rule 405 of the United States Securities Act of 1933, as amended (a "foreign private issuer"), in the case of an Annual General Meeting, not less than 120 nor more than 150 days before the date fixed for the meeting, notice has been given to the Company by a Shareholder qualified to vote at the meeting of the intention to propose such person for appointment or reappointment; or (ii) if the Company is not a foreign private issuer, in the case of an Annual General Meeting, not less than 120 nor more than 150 days before the date of the Company's proxy statement released to Shareholders in connection with the prior year's Annual General Meeting, notice executed by a Shareholder (not being the person to be proposed) has been received by the Secretary of the Company of the intention to propose such person for appointment,

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in the case of each of clause (i) and (ii), setting forth as to each person whom the Shareholder proposes to nominate for election or re-election as a Director (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person, (C) the class, series and number of Shares which are beneficially owned by such person, (D) particulars which would, if he were so appointed, be required to be included in the Company's Register of Directors and Officers and (E), in the case of clause (ii), all other information relating to such person that is required to be disclosed in solicitations for proxies for the election of directors pursuant to the rules and regulations of the United States Securities and Exchange Commission under Section 14 of the United States Exchange Act of 1934, as amended, together with notice executed by such person of his willingness to serve as a Director if so elected; *provided, however*, that no Shareholder shall be entitled to propose any person to be appointed, elected or re-elected Director at any Special General Meeting.

89. All Directors, following election or appointment, must provide written acceptance of their appointment, in such form as the Board may think fit, to the Registered Office within 30 days of their appointment.
90. The Shareholders may in a Special General Meeting called for that purpose remove a Director, *provided* notice of any such meeting shall be served upon the

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Director concerned not less than 14 days before the meeting and he shall be entitled to be heard at that meeting. Any vacancy created by the removal of a Director at a Special General Meeting may be filled at such meeting by the election of another Director in his place or, in the absence of any such election, by the Board in accordance with Bye-Law 86.

RESIGNATION AND DISQUALIFICATION OF DIRECTORS

91. The office of a Director shall be vacated upon the happening of any of the following events:
- (1) if he resigns his office in writing to the Secretary delivered to the Registered Office or tendered at a meeting of the Board;
 - (2) if he becomes of unsound mind or a patient for any purpose of any statute or applicable law relating to mental health and the Board resolves that his office is vacated;
 - (3) if he becomes bankrupt under the laws of any country or compounds with his creditors;
 - (4) if he is prohibited by law from being a Director;
 - (5) if he ceases to be a Director by virtue of the Companies Acts or is removed from office pursuant to these Bye-Laws; or
 - (6) if he shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and his Alternate Director (if any) shall not during such period have attended in his stead and the Board resolves that his office be vacated.

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Any vacancy created by the removal of a Director pursuant to this Bye-Law 91 may be filled by the election of another Director in his place or, in the absence of any such election, by the Board in accordance with Bye-Law 86.

ALTERNATE DIRECTORS

92. A Director (other than an Alternate Director) may appoint and remove his own alternate director (an "Alternate Director"). Any appointment or removal of an Alternate Director by a Director shall be effected by depositing a notice of appointment or removal with the Secretary at the Registered Office, signed by such Director, and such appointment or removal shall become effective on the date of receipt by the Secretary. Any Alternate Director may be removed by resolution of the Board. Subject as aforesaid, the office of Alternate Director shall continue until the next annual election of Directors or, if earlier, the date on which the relevant Director ceases to be a Director. An Alternate Director may also be a Director in his own right and may act as alternate to more than one Director.
93. An Alternate Director shall be entitled to receive notices of all meetings of Directors, to attend, be counted in the quorum and vote at any such meeting at which any Director to whom he is alternate is not personally present and generally to perform all the functions of any Director to whom he is alternate in his absence.
94. Every person acting as an Alternate Director shall (except as regards powers to appoint an alternate and remuneration) be subject in all respects to the provisions of these Bye-Laws relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or

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for any Director for whom he is alternate. An Alternate Director may be paid out-of-pocket expenses incurred in attending any meetings of Directors or committees of Directors of which his appointee is a member and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director. Every person acting as an Alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an Alternate Director to any resolution in writing of the Board or a committee of the Board shall, unless the terms of his appointment provides to the contrary, be as effective as the signature of the Director or Directors to whom he is alternate.

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DIRECTORS' FEES AND ADDITIONAL REMUNERATION AND EXPENSES

95. The ordinary remuneration of the Directors who do not hold executive office for their services (excluding amounts payable under any other provision of these Bye-Laws) shall be such amount as the Board may from time to time by resolution determine and in the absence of a determination to the contrary such fees shall be deemed to accrue from day to day or such other amount as may be paid to the Director pursuant to the Company's Directors' Deferred Compensation Plan adopted on May 3, 2001. Subject thereto, each such Director shall be paid a fee (which shall be deemed to accrue from day to day) at such rate as may from time to time be determined by the Board. Each Director may be paid his reasonable travel, hotel and incidental expenses in attending and returning from meetings of the Board or committees constituted pursuant to these Bye-Laws or General Meetings and shall be paid all expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a Director. Any Director who, by request, goes or resides abroad for any purposes of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Bye-Law.

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DIRECTORS' INTERESTS

96. (1) A Director may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine, and may be paid such extra remuneration therefor (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine, and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Bye-Law.
- (2) A Director may act by himself or his firm in a professional capacity for the Company (other than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
- (3) Subject to Companies Acts, a Director may notwithstanding his office be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is interested. The Board may also cause the voting power conferred by the shares in any other company held or owned by the Company to be exercised in such manner in all respects as it thinks fit, including the exercise thereof in favor of any resolution appointing the Directors or any of them to be directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such company.
- (4) So long as, where it is necessary, he declares the nature of his interest at the first opportunity at a meeting of the Board or by writing to the Directors as required by the Companies Acts, a Director shall not by reason of his office be accountable to

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the Company for any benefit which he derives from any office or employment to which these Bye-Laws allow him to be appointed or from any transaction or arrangement in which these Bye-Laws allow him to be interested, and no such transaction or arrangement shall be liable to be avoided on the ground of any interest or benefit.

- (5) Subject to the Companies Acts and any further disclosure required thereby, a general notice to the Directors by a Director or Officer declaring that he is a director or officer of, or has an interest in, a Person and is to be regarded as interested in any transaction or arrangement made with that Person, shall be sufficient declaration of interest in relation to any transaction or arrangement so made.
- (6) A Director who has disclosed his interest in a transaction or arrangement with the Company, or in which the Company is otherwise interested, may be counted in the quorum and vote at any meeting at which such transaction or arrangement is considered by the Board.
- (7) Subject to the Companies Acts and any further disclosure required thereby, a general notice to the Directors by a Director or Officer declaring that he is a director or officer or has an interest in a person and is to be regarded as interested in any transaction or arrangement made with that person, shall be a sufficient declaration of interest in relation to any transaction or arrangement so made.
- (8) For the purposes of these Bye-Laws, without limiting the generality of the foregoing, a Director is deemed to have an interest in a transaction or arrangement with the Company if he is the holder or beneficially interested in five percent or

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more of any class of the equity share capital of any body corporate (or any other body corporate through which his interest derived) or of the voting rights available to members of the relevant body corporate with which the Company is proposing to enter into a transaction or arrangement, provided that there shall be disregarded any shares held by such Director as bare or custodian trustee and in which the Director's interest is in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorized unit trust, investment trust company or in any other mutual fund in which the Director is only interested as an investor. For the purposes of this Bye-Law, an interest of a person who is connected with a Director shall be treated as an interest of the Director.

POWERS AND DUTIES OF THE BOARD

97. Subject to the provisions of the Companies Acts and these Bye-Laws and to any directions given by the Company by Resolution, the Board shall manage the business of the Company and may pay all expenses incurred in promoting and incorporating the Company and may exercise all the powers of the Company. No alteration of these Bye-Laws and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Bye-Law shall not be limited by any special power given to the Board by these Bye-Laws and a meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.

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98. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property and assets (present and future) and uncalled capital of the Company or any part or parts thereof and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any other persons.
 99. All checks, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

GRATUITIES, PENSIONS AND INSURANCE

100. (1) The Board on behalf of the Company may provide benefits, whether by the payment of gratuities or pensions, death or disability benefits or otherwise, for any person including any Director or former Director who has held an executive office or employment with the Company or with any body corporate which is or has been a subsidiary or affiliate of the Company or a predecessor in the business of the Company or of any such subsidiary or affiliate, and to any member of his family or any person who is or was dependent on him, and may contribute to any fund and pay premiums for the purchase or provision of any such gratuity, pension or other benefit, or for the insurance of any such person.
- (2) Without prejudice to the provisions of Bye-Laws 145 and 146, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, Officers or employees of the

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Company or of any other company which is its holding company or in which the Company or such holding company has an interest whether direct or indirect or which is in any way allied to or associated with the Company or of any subsidiary undertaking of the Company or any such other company, or who are or were at any time trustees of any pension fund or employees' share plan in which employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund or employees' share plan.

- (3) No Director or former Director shall be accountable to the Company or the Shareholders for any benefit provided pursuant to this Bye-Law 100 and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

DELEGATION OF THE BOARD'S POWERS

101. The Board may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Bye-Laws) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain

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such provisions for the protection and convenience of persons dealing with any such attorney and of such attorney as the Board may think fit, and may also authorize any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

102. The Board may entrust to and confer upon any Director or Officer any of the powers exercisable by it, upon such terms and conditions with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.
103. The Board may delegate any of its powers, authorities and discretions (including, without prejudice to the generality of the foregoing, all powers and discretions whose exercise includes or may include the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) to committees, consisting of such person or persons (whether a member or members of its body or not) as it thinks fit. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, and in conducting its proceedings conform to any regulations which may be imposed upon it by the Board. Any such committee shall, unless the Board otherwise resolves, have power to sub-delegate to subcommittees any of the powers or discretions delegated to it. If no regulations are imposed by the Board the proceedings of a committee with two or more members shall be, as far as is practicable, governed by the Bye-Laws regulating the proceedings of the Board.

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PROCEEDINGS OF THE BOARD

104. The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Except as otherwise required by the Companies Acts or by these Bye-Laws, questions arising at any meeting shall be determined by a majority of votes cast by Directors present or represented and entitled to vote on such actions at a duly convened meeting at which a quorum was present. A Director who is also an Alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote. In the case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.
105. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth or sent to him by post, cable, telex, telecopier or other mode of representing or reproducing words in a legible and non-transitory form at his last known address or any other address given by him to the Company for this purpose. A Director may retrospectively waive the requirement for notice of any meeting by consenting in writing to the business conducted at the meeting.
106. (1) The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two individuals. A person who holds office only as an Alternate Director shall, if his appointor is not present, be counted in the quorum. No Shareholder shall cause, directly or indirectly, any Director nominated by such Shareholder to fail to attend any meeting of the Board for purposes of removing the quorum. Any Director

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who ceases to be a Director at a meeting of the Board may continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

- (2) The Resident Representative shall, upon delivering written notice of an address for the purposes of receipt of notice, to the Registered Office, be entitled to receive notice of, attend and be heard at, and to receive minutes of all meetings of the Board.
107. So long as a quorum of Directors remains in office, the continuing Directors may act notwithstanding any vacancy in the Board but, if no such quorum remains, the continuing Directors or a sole continuing Director may act only for the purpose of calling a general meeting.
108. The Chairman of the Board or, in his absence, the Deputy Chairman shall preside as chairman at every meeting of the Board. If at any meeting the Chairman or Vice Chairman is or are not present within five minutes after the time appointed for holding the meeting, or is or are not willing to act as chairman, the Directors present may choose one of their number to be chairman of the meeting.
109. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Bye-Laws for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board.
110. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board or by all the members of a committee for

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the time being shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted. Such resolution may be contained in one document or in several documents in the like form each signed by one or more of the Directors or members of the committee concerned.

111. A meeting of the Board or a committee appointed by the Board may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously and participation in such a meeting shall constitute presence in person at such meeting.
112. All acts done by the Board or by any committee or by any person acting as a Director or member of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated their office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director, member of such committee or person so authorized.

OFFICERS

113. The Officers of the Company shall include a Chairman, Chief Executive Officer and Deputy Chairman who shall be Directors and shall be elected by the Board as soon as possible after the statutory meeting and each Annual General Meeting. In addition, the Board may appoint any person whether or not he is a Director to hold such office as the Board may from time to time determine. Any person

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elected or appointed pursuant to this Bye-Law shall hold office for such period and upon such terms as the Board may determine and the Board may revoke or terminate any such election or appointment. Any such revocation or termination shall be without prejudice to any claim for damages that such Officer may have against the Company or the Company may have against such Officer for any breach of any contract of service between him and the Company which may be involved in such revocation or termination. Save as provided in the Companies Acts or these Bye-Laws, the powers and duties of the Officers of the Company shall be such (if any) as are determined from time to time by the Board.

EXECUTIVE DIRECTORS

114. Subject to the provisions of the Companies Acts, the Board may appoint one or more of its body to be the holder of any executive office (except that of auditor) under the Company and may enter into any agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms, including terms as to remuneration, as the Board determines, and any remuneration which is so determined may be in addition to or in lieu of any ordinary remuneration as a Director. The Board may revoke or vary any such appointment but without prejudice to any rights or claims which the person whose appointment is revoked or varied may have against the Company by reason thereof.
115. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any rights or claims which he may have

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against the Company by reason of such cessation. A Director appointed to an executive office shall ipso facto cease to be a Director if his appointment to such executive office terminates.

116. The emoluments of any Director holding executive office for his services as such shall be determined by the Board and may be of any description and (without limiting the generality of the foregoing) may include the admission to or continuance of membership of any plan (including any share acquisition plan) or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependents or the payment of a pension or other benefits to him or his dependents on or after retirement or death, apart from membership or any such plan or fund.

MINUTES

117. The Board shall cause minutes to be made and books kept for the purpose of recording -
- (1) all appointments of Officers made by the Board:

- (2) the names of the Directors and other persons (if any) present at each meeting of the Board and of any committee; and
- (3) all proceedings at meetings of the Company, of the holders of any class of Shares in the Company, of the Board and of committees appointed by the Board or the Shareholders.

Shareholders shall only be entitled to see the Register of Directors and Officers, the Register, the financial information provided for in Bye-Law 135 and the minutes of meetings of the Shareholders of the Company.

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SECRETARY AND RESIDENT REPRESENTATIVE

118. The Secretary (including one or more deputy or assistant secretaries) and, if required, the Resident Representative, shall be appointed by the Board at such remuneration (if any) and upon such terms as it may think fit and any Secretary and Resident Representative so appointed may be removed by the Board. The duties of the Secretary and the duties of the Resident Representative shall be those prescribed by the Companies Acts together with such other duties as shall from time to time be prescribed by the Board.
119. A provision of the Companies Acts or these Bye-Laws requiring or authorizing a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

THE SEAL

120. (1) The Seal shall consist of a circular metal device with the name of the Company around the outer margin thereof and the country and year of incorporation across the center thereof. Should the Seal not have been received at the Registered Office in such form at the date of adoption of this Bye-Law then, pending such receipt, any document requiring to be sealed with the Seal shall be sealed by affixing a red wafer seal to the document with the name of the Company, and the country and year of incorporation type written across the center thereof.
- (2) The Board shall provide for the custody of every Seal. A Seal shall only be used by authority of the Board or of a committee constituted by the Board. Subject to these Bye-Laws, any instrument to which a Seal is affixed shall be signed by

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either two Directors, or by the Secretary and one Director, or by the Secretary or by any one person whether or not a Director or Officer, who has been authorized either generally or specifically to affirm the use of a Seal; *provided* that the Secretary or a Director may affix a Seal over his signature alone to authenticate copies of these Bye-Laws, the minutes of any meeting or any other documents requiring authentication.

DIVIDENDS AND OTHER PAYMENTS

121. (1) The Board may from time to time declare dividends or distributions out of contributed surplus to be paid to the Shareholders according to their rights and interests including such interim dividends as appear to the Board to be justified by the position of the Company. The Board, in its discretion, may determine that any dividend shall be paid in cash or shall be satisfied, subject to Bye-Law 131, in paying up in full shares in the Company to be issued to the Shareholders credited as fully paid or partly paid or partly in one way and partly the other. The Board may also pay any fixed cash dividend which is payable on any shares of the Company half yearly or on such other dates, whenever the position of the Company, in the opinion of the Board, justifies such payment.
122. Except insofar as the rights attaching to, or the terms of issue of, any Share otherwise provide:
- (1) all dividends or distributions out of contributed surplus may be declared and paid according to the amounts paid up on the Shares in respect of which the dividend

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or distribution is paid, and an amount paid up on a Share in advance of calls may be treated for the purpose of this Bye-Law as paid-up on the Share;

- (2) dividends or distributions out of contributed surplus may be apportioned and paid pro rata according to the amounts paid-up on the Shares during any portion or portions of the period in respect of which the dividend or distribution is paid; and
- (3) any dividend or other moneys payable on or in respect of a Share may be paid in such currency as the Board may determine.
123. The Board may deduct from any dividend, distribution or other moneys payable to a Shareholder by the Company on or in respect of any Shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in respect of Shares of the Company.
124. No dividend, distribution or other moneys payable by the Company on or in respect of any Share shall bear interest against the Company.
125. Any dividend, distribution or interest, or part thereof payable in cash, or any other sum payable in cash to the holder of Shares may be paid by (i) check or warrant sent through the post addressed to the holder at his address in the Register or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the Shares at his registered address as appearing in the Register or addressed to such person at such address as the holder or joint holders may in writing direct; (ii) by interbank transfer or other electronic means to such account as the payee or payees shall in writing direct or, where applicable, using the facilities of a relevant system, or (iii) by such other method of payment as the member (or in the case of joint holders of a Share, all of them) may agree to.

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Every such check or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first in the Register in respect of such Shares and shall be sent at his or their risk and payment of the check or warrant by the bank on which it is drawn shall constitute a good discharge to the Company. Any one of two or more joint holders may give effectual receipts for any dividends, distributions or other moneys payable or property distributable in respect of the Shares held by such joint holders. Payment of the check or warrant or other form of payment shall be a good discharge to the Company. Every such payment shall be sent at the risk of the person entitled to the money represented thereby.

126. Any dividend or distribution out of contributed surplus unclaimed for a period of six years from the date of declaration of such dividend or distribution shall be forfeited and shall revert to the Company and the payment by the Board of any unclaimed dividend, distribution, interest or other sum payable on or in respect of the share into a separate account shall not constitute the Company a trustee in respect thereof.
127. The Board may also, in addition to its other powers, direct payment or satisfaction of any dividend or distribution out of contributed surplus wholly or in part by the distribution of specific assets, and in particular of paid-up Shares or debentures of any other company, and where any difficulty arises in regard to such distribution or dividend the Board may settle it as it thinks expedient, and in particular, may authorize any person to sell and transfer any fractions or may ignore fractions

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altogether, and may fix the value for distribution or dividend purposes of any such specific assets and may determine that cash payments shall be made to any Shareholders upon the footing of the values so fixed in order to secure equality of distribution and may vest any such specific assets in trustees as may seem expedient to the Board, *provided* that such dividend or distribution may not be satisfied by the distribution of any partly paid Shares or debentures of any company without the sanction of a Resolution.

128. (a) The Board may retain any dividends or other moneys payable on or in respect of a Share on which the Company has a lien and may apply the same in or towards satisfaction of the moneys payable to the Company in respect of that Share.
- (b) The Board may retain the dividends payable upon Shares in respect of which any person is under the provisions as to the transmission of Shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such Shares or shall transfer the same.
129. The waiver in whole or in part of any dividend on any Share by any document (whether or not under common seal) shall be effective only if such document is signed by the Shareholder (or the person entitled to the Share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) and delivered to the Company at the Registered Office and if or to the extent that the same is accepted as such or acted upon by the Company.

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RESERVES

130. The Board may, before recommending or declaring any dividend or distribution out of contributed surplus, set aside such sums as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purpose of the Company and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit. The Board may also without placing the same to reserve carry forward any sums which it may think it prudent not to distribute.

CAPITALIZATION OF PROFITS

131. The Board may, from time to time resolve to capitalize all or any part of any amount for the time being standing to the credit of any reserve or fund which is available for distribution or to the credit of any share premium account or any capital redemption reserve fund or other undistributable reserve and accordingly that such amount shall be set free for distribution amongst the Shareholders or any class of Shareholders who would be entitled thereto if distributed by way of dividend and in the same proportions, on the footing that the same be not paid in cash but be applied either in or towards paying up amounts for the time being unpaid on any shares in the Company held by such Shareholders respectively or in payment up in full of unissued shares, debentures or other obligations of the Company, to be allotted, distributed and credited as fully paid amongst such Shareholders, or partly in one way and partly in the other, *provided* that for the purpose of this Bye-Law, a share premium account and a capital redemption

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reserve fund or other undistributable reserve may be applied only in paying up of unissued shares to be issued to such Shareholders credited as fully paid and, *provided further* that any sum standing to the credit of share premium account may only be applied in crediting as fully paid shares of the same class as that from which the relevant share premium was derived.

132. Where any difficulty arises in regard to any distribution under the last preceding Bye-Law, the Board may settle the same as it thinks expedient and, in particular, may authorize any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether and may determine that cash payments should be made to any Shareholders in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the all concerned.

RECORD DATES

133. Notwithstanding any other provisions of these Bye-Laws, the Company may by Resolution or the Board may fix any date as the record date for any dividend, distribution, allotment or issue and for the purpose of identifying the persons entitled to receive notices of, and entitled to vote at, general meetings or entitled to express consent to corporate action in writing without a meeting. Any such record date may be on or at any time (i) not more than 60 days before any date on which such dividend, distribution, allotment or issue is declared, paid or made, (ii)

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not more than 90 days nor less than 10 days before the date of any such meetings and (iii) not more than 10 days after the date on which the resolution fixing the record date for a shareholder action by written consent is adopted by the Board.

ACCOUNTING RECORDS

134. The Board shall cause to be kept accounting records sufficient to give a true and fair view of the state of the Company's affairs and to show and explain its transactions, in accordance with the Companies Acts.
135. The records of account shall be kept at the Registered Office of the Company or at such other place or places as the Board thinks fit, and shall at all times be open to inspection by the Directors, *provided* that if the records of account are kept at some place outside Bermuda, there shall be kept at an office of the Company in Bermuda such records as will enable the Directors to ascertain with reasonable accuracy the financial position of the Company at the end of each three month period.
136. A copy of every balance sheet and statement of income and expenditure, including every document required by law to be annexed thereto, which is to be laid before the Company in general meeting, together with a copy of the auditors' report, shall be sent to each person entitled thereto in accordance with the requirements of the Companies Acts.

AUDIT

137. Save and to the extent that an audit is waived in the manner permitted by the Companies Acts, auditors shall be appointed and their duties regulated in accordance with the Companies Acts, any other applicable law and such

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requirements not inconsistent with the Companies Acts as the Board may from time to time determine.

SERVICE OF NOTICES AND OTHER DOCUMENTS

138. Any notice or other document (including a share certificate may be served on or delivered to any Shareholder by the Company either personally or by sending it by electronic record, facsimile, through the post (by airmail where applicable) in a pre-paid letter addressed to such Shareholder at his address as appearing in the Register or by any other means. Acknowledgement of receipt shall not be required and is not a condition of valid service of due notice. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed as sufficient service on or delivery to all the joint holders. Any notice or other document (i) if given by facsimile, shall be deemed to have been served or delivered at the time such facsimile is transmitted and the appropriate confirmation is received (or, if such time is not during a Business Day, at the beginning of the following Business Day), (ii) if sent by post, shall be deemed to have been served or delivered three Business Days or, if to an address outside the United States, seven calendar days after it was put in the post with first-class postage prepaid or (iii) if given by any other means, shall be deemed to have been served or delivered when delivered at the applicable address, and in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post, except for electronic means where the record of the

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Company's or its agent's system shall be deemed to be the definitive record of delivery.

139. Any notice of a general meeting of the Company shall be deemed to be duly given to a Shareholder, or other person entitled to it, if it is sent to him by cable, telex, telecopier or other mode of representing or reproducing words in a legible and non-transitory form at his address as appearing in the Register or any other address given by him to the Company for this purpose. Any such notice shall be deemed to have been served 24 hours after its dispatch.
140. Any notice or other document delivered, sent or given to a Shareholder in any manner permitted by these Bye-Laws shall, notwithstanding that such Shareholder is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any Share registered in the name of such Shareholder as sole or joint holder unless his name shall, at the time of the service or delivery of the notice or document, have been removed from the Register as the holder of the Share, and such service or delivery shall for all purposes be deemed as sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the Share.

DESTRUCTION OF DOCUMENTS

141. The Company shall be entitled to destroy all instruments of transfer of Shares which have been registered, and all other documents on the basis of which any entry is made in the Register, at any time after the expiration of six years from the

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date of registration thereof and all dividends mandates or variations or cancellations thereof and notifications of change of address at any time after the expiration of two years from the date of recording thereof and all Share certificates which have been canceled at any time after the expiration of one year from the date of cancellation thereof and all paid dividends, warrants and checks at any time after the expiration of one year from the date of actual payment thereof and all instruments of proxy which have been used for the purpose of a poll at any time after the expiration of one year from the date of such use and all instruments of proxy which have not been used for the purpose of a poll at any time after one month from the end of the meeting to which the instrument of proxy relates and at which no poll was demanded. It shall conclusively be presumed in favor of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid and effective certificate duly and properly canceled and that every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, *provided always* that:

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (b) nothing herein contained shall be construed as imposing upon the

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Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any other circumstances which would not attach to the Company in the absence of this Bye-Law; and

- (c) references herein to the destruction of any document include references to the disposal thereof in any manner.

UNTRACED SHAREHOLDERS

142. (1) The Company shall be entitled to sell at the best price reasonably obtainable, or if the Shares are listed on a stock exchange or automated quotation system to purchase at the trading price on the date of purchase, the Shares of a Shareholder or the Shares to which a person is entitled by virtue of transmission on death, bankruptcy, or otherwise by operation of law if and *provided* that:
- (a) during the period of 12 years to the date of the publication of the advertisements referred to in paragraph (b) below (or, if published on different dates, the first thereof) at least three dividends in respect of the Shares in question have been declared and all dividends, warrants and checks which have been sent in the manner authorized by these Bye-Laws in respect of the Shares in question have remained uncashed; and
 - (b) the Company shall as soon as practicable after expiry of the said period of 12 years have inserted advertisements both in a national daily newspaper and in a newspaper circulating in the area of the last known address of such Shareholder or other person giving

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notice of its intention to sell or purchase the Shares; and

- (c) during the said period of 12 years and the period of three months following the publication of the said advertisements, the Company shall have received no indication either of the whereabouts or of the existence of such Shareholder or person; and
 - (d) if the Shares are listed on a stock exchange or automated quotation system, notice shall have been to the relevant department of such stock exchange or automated quotation system of the Company's intention to make such sale or purchase prior to the publication of advertisements.
- (2) If during any 12-year period referred to in paragraph (a) above, further Shares have been issued in right of those held at the beginning of such period or of any previously issued during such period and all the other requirements of this Bye-Law (other than the requirement that they be in issue for 12 years) have been satisfied in regard to the further Shares, the Company may also sell or purchase the further Shares.
- (3) To give effect to any such sale or purchase, the Board may authorize some person to execute an instrument of transfer of the Shares sold or purchased to, or in accordance with the directions of, the purchaser and an instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the Shares. The transferee of any Shares sold shall not be bound to see to the application of the purchase money,

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nor shall his title to the Shares be affected by any irregularity in, or invalidity of, the proceedings in reference to the sale.

- (4) The net proceeds of sale or purchase of Shares shall belong to the Company which, for the period of six years after the transfer or purchase, shall be obliged to account to the former Shareholder or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former Shareholder or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments as the Board from time to time thinks fit. After the said six-year period has passed, the net proceeds of sale shall become the property of the Company, absolutely, and any rights of the former Shareholder or other person previously entitled as aforesaid shall terminate completely.

WINDING UP, LIQUIDATION AND DISSOLUTION

143. (1) The interests of the Shareholders in the Company shall be liquidated upon the occurrence of any one of the following events (each a "Termination Event"):

- (a) the sale of all or substantially all of the Company's assets;
- (b) the unanimous vote of the Shareholders;
- (c) the involuntary liquidation of the Company; or
- (d) as otherwise required by applicable law.

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- (2) Upon the occurrence of any Termination Event, the Company shall be wound up and dissolved. In connection with the winding up and dissolution of the Company, a liquidator appointed by the affirmative vote of a majority of the Shares shall proceed, in its sole discretion, with the liquidation of all the assets of the Company and the final distribution of the assets of the Company, in the following manner and order of priority:
- (a) First, to the creditors (including any Shareholders or their respective Affiliates that are creditors) of the Company in satisfaction of all the Company's debts and liabilities (whether by payment or by making reasonable provision for payment thereof, including the setting up of any reserves which are, in the judgment of the liquidator, reasonably necessary therefor);
 - (b) Second, 100% to the Shareholders, proportionate to their ownership of the total number of Shares then outstanding.
- (3) If any dividend or other distribution shall have been made by the Company to the Shareholders prior to the winding-up and dissolution of the Company, any amounts received by any Shareholder from such dividends or other distributions shall be deducted from the amount such Shareholder would otherwise be entitled to receive in the winding-up and dissolution of the Company, and the aggregate amount of all dividends and other distributions previously made by the Company to the Shareholders shall be deemed to be included in amounts available for distribution to Shareholders in the event of the winding-up and dissolution of the Company.

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144. The liquidator may, with the sanction of a Resolution of all Shareholders of the Company and any other sanctions required by the Companies Act, redeem the Shares held by the Shareholders with the assets of the Company in lieu of, or in addition to, any dissolution or division contemplated by Bye-Law 143.

INDEMNITY

145. Subject to the proviso below, every Director, Alternate Director, Officer of the Company and member of a committee constituted under Bye-Law 103 and any Resident Representative shall be indemnified out of the funds of the Company against all liabilities, loss, damage or expense (including but not limited to liabilities under contract, tort and statute or any applicable foreign law or regulation and all reasonable legal and other costs and expenses properly payable) incurred or suffered by him as such Director, Alternate Director, Officer, committee member or Resident Representative and the indemnity contained in this Bye-Law shall extend to any person acting as a Director, Alternate Director, Officer, committee member or Resident Representative in the reasonable belief that he has been so appointed or elected notwithstanding any defect in such appointment or election; *provided* always that the indemnity contained in this Bye-Law shall not extend to any matter which would render it void pursuant to the Companies Acts.
146. Every Director, Alternate Director, Officer, member of a committee duly constituted under Bye-Law 103 or Resident Representative of the Company shall be indemnified out of the funds of the Company against all liabilities incurred by him as such Director, Alternate Director, Officer, committee member or Resident

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Representative in defending any proceedings, whether civil or criminal, in which judgment is given in his favor, or in which he is acquitted, or in connection with any application under the Companies Acts in which relief from liability is granted to him by the court.

147. To the extent that any Director, Alternate Director, Officer, member of a committee duly constituted under Bye-Law 103 or Resident Representative is entitled to claim an indemnity pursuant to these Bye-Laws in respect of amounts paid or discharged by him, the relative indemnity shall take effect as an obligation of the Company to reimburse the person making such payment or effecting such discharge.
148. Each Shareholder and the Company agree to waive any claim or right of action he or it may at any time have, whether individually or by or in the right of the Company, against any Director, Alternate Director, Officer, member of a committee constituted pursuant to Bye-Law 103 or Resident Representative on account of any action taken by such Director, Alternate Director, Officer, member of a committee constituted pursuant to Bye-Law 103 or Resident Representative or the failure of such Director, Alternate Director, Officer, member of a committee constituted pursuant to Bye-Law 103 or Resident Representative to take any action in the performance of his duties with or for the Company; *provided, however*, that such waiver shall not apply to any claims or rights of action arising out of the fraud or dishonesty of such Director, Alternate Director, Officer, member of a committee constituted pursuant to Bye-Law 103 or Resident Representative or to recover any gain, personal profit or advantage to which such

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Director, Alternate Director, Officer, member of a committee constituted pursuant to Bye-Law 103 or Resident Representative is not legally entitled.

149. Subject to the Companies Acts, expenses incurred in defending any civil or criminal action or proceeding for which indemnification is required pursuant to Bye-Laws 145 and 146 shall to the maximum extent permitted by law be paid by the Company in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified pursuant to Bye-Laws 145 and 146.
- Each Shareholder of the Company, by virtue of his acquisition and continued holding of a Share, shall be deemed to have acknowledged and agreed that the advances of funds may be made by the Company as aforesaid, and when made by the Company under this Bye-Law, are made to meet expenditures incurred for the purpose of enabling such Director, Alternate Director, Officer or member of a committee duly constituted under Bye-Law 103 to properly perform his or her duties as an officer of the Company.

AMALGAMATION

150. Any Resolution proposed for consideration at any general meeting to approve the amalgamation of the Company with any other company, wherever incorporated, shall require the approval of a simple majority of votes cast at such meeting and the quorum for such meeting shall be that required in Bye-Law 56 and a poll may be demanded in respect of such Resolution in accordance with the provisions of Bye-Law 68.

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CONTINUATION

151. Subject to the Companies Acts, the Board may approve the discontinuation of the Company in Bermuda and the continuation of the Company in a jurisdiction outside Bermuda. The Board, having resolved to approve the discontinuation of the Company, may further resolve not to proceed with any application to discontinue the Company in Bermuda or may vary such application as it sees fit.

ALTERATION OF BYE-LAWS

152. The vote or consent of the holders of 75% of the outstanding Common Shares of the Company entitled to vote and the approval of a majority of the Board shall be required to effect any amendments to Bye-Laws 86-90, 91, 95, 96, 97-99, 100, 145-149 and this Bye-Law 152.

Form of

BYE – LAWS

of

Willis Group Holdings Limited

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WILLIS GROUP HOLDINGS LIMITED
2008 SHARE PURCHASE AND OPTION PLAN

1. Purpose of Plan

The Willis Group Holdings Limited (“Holdings”) 2008 Share Purchase and Option Plan (the “Plan”) is designed:

- (a) to promote the long term financial interests and growth of Holdings and its Subsidiaries (collectively, “Willis Group”) by attracting and retaining personnel with the training, experience and ability to enable them to make a substantial contribution to the success of Willis Group’s business;
- (b) to motivate management personnel by means of growth-related incentives to achieve long range goals; and
- (c) to further the identity of interests of participants with those of the shareholders of Willis Group through opportunities for increased stock, or stock- based, ownership in Willis Group.

2. Definitions

As used in the Plan, the following words shall have the following meanings:

- (a) “2001 Plan” means the Amended and Restated Willis Group Holdings Limited 2001 Share Purchase and Option Plan.
- (b) “Board of Directors” means the Board of Directors of Holdings.
- (c) “Change of Control” means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) of the common shares of Holdings representing more than 50% of the aggregate voting power represented by the issued and outstanding common shares of Holdings; (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of Holdings by Persons who were neither (i) nominated by Holdings’ board of directors nor (ii) appointed by directors so nominated.”
- (d) “Code” means the Internal Revenue Code of 1986 of the United States of America, as amended from time to time.
- (e) “Committee” means the Compensation Committee of the Board of Directors (or, if no such committee is appointed, the Board of Directors provided that a majority of the Board of Directors are “independent directors” for the purpose of the rules and regulations of the New York Stock Exchange).
- (f) “Common Shares” or “Share” means common shares of Willis Group, which may be authorized but unissued.
- (g) “Designated Associate Company” means any company in which Willis Group owns twenty percent or more of the voting share interest but less than fifty percent of the voting share interest and that has been designated by the Board of Directors as being eligible for participation in the Plan.
- (h) “Director” means any member of the Board of Directors.

- (i) “Dividend Equivalents” means an entitlement to receive, in such form and on such terms as the Committee may determine, the value of a dividend or distribution paid by Holdings on one of its Shares in accordance with its Bye-Laws that would be payable on the number of Shares subject to a Grant.
- (j) “Employee” means a person, including a Director and an officer, in the employment of Willis Group or a Designated Associate Company.
- (k) “Fair Market Value” means, with respect to any property other than Shares, the market value of such property determined by such methods or procedures as shall be established from time to time by the Committee. The Fair Market Value of Shares as of any date shall be the per Share closing price of the Shares as reported on the New York Stock Exchange on that date (or if there were no reported prices on such date, on the last preceding date on which the prices were reported) or, if Holdings is not then listed on the New York Stock Exchange, on such other principal securities exchange on which the Shares are traded, and if Holdings is not listed on the New York Stock Exchange or any other securities exchange, the Fair Market Value of Shares shall be determined by the Committee in its sole discretion using appropriate criteria which, with respect to Grants to US Participants, shall comply with Section 15 and shall be determined pursuant to a reasonable valuation method as set forth in Section 409A of the Code.
- (l) “Grant” means an award made to a Participant pursuant to the Plan and described in Section 6, including, without limitation, an award of a Share Option, Restricted Stock, Restricted Stock Unit, Purchase Shares, Other Share-Based Grant, or any combination of the foregoing.
- (m) “Grant Agreement” means an agreement between Holdings and a Participant that sets forth the terms, conditions and limitations applicable to a Grant.
- (n) “Participant” means an Employee or Director of any member of Willis Group or a Designated Associate Company, to whom one or more Grants have been made, and such Grants have not all expired or been forfeited or terminated under the Plan.
- (o) “Person” means “person” as such term is used in Sections 13(d) and 14(d) of the Exchange Act.
- (p) “Share-Based Grants” means the collective reference to the grant of Purchase Shares, Restricted Stock, Restricted Stock Units and Other Share-Based Grants.
- (q) “Share Options” means options to purchase Common Shares, which may or may not be incentive stock options within the meaning of Section 422 of the Code (“Incentive Stock Options”).
- (r) “Subsidiary” means a “subsidiary”, as such term is defined in Section 86 of the Bermudan Companies Act 1981.
- (s) “Substitute Awards” shall mean a Grant or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

3. Administration of Plan

- (a) The Plan shall be administered by the Committee. All of the members of the Committee and any other Directors shall be eligible to be selected for Grants under the Plan; provided, however, that to the extent the Board of Directors determines it is necessary or desirable to satisfy any regulation or rule, whether under Section 16 of the Securities Exchange Act of 1934 of the United States, as amended (“Exchange Act”) or otherwise related to the Grants, the members of the Committee shall qualify

under such regulation or rules. The Committee may adopt its own rules of procedure, and the action of a majority of the Committee, taken at a meeting or taken without a meeting by a writing signed by such majority, shall constitute action by the Committee. The Committee shall have the power and authority to administer, construe and interpret the Plan in its sole discretion, to make rules for carrying it out and to make changes in such rules. The Committee shall also have the power to establish sub-plans, which may constitute separate schemes, for the purpose of establishing schemes which qualify for approval by the UK Inland Revenue or meet any special tax or regulatory requirements anywhere in the world. Any such interpretations, rules, administration and sub-plans shall be consistent with the basic purposes of the Plan and shall be binding on Participants.

- (b) The Committee may delegate to the Chief Executive Officer and to other senior officers of Willis Group its duties under the Plan subject to such conditions and limitations as the Committee shall prescribe except that only the Committee may designate and make Grants, including the variation (including substitution), cancellation or suspension of said Grant, to Participants who are subject to Section 16 of the Exchange Act.

- (c) The Committee may employ attorneys, consultants, accountants, appraisers, brokers or other persons. The Committee, Willis Group, and the officers and Directors of Willis Group shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon all Participants, Willis Group and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Grants, and all members of the Committee shall be fully protected by Willis Group with respect to any such action, determination or interpretation.
- (d) Notwithstanding anything to the contrary contained in the Plan or any Grant Agreement, (i) neither Holdings, the Willis Group, any Designated Associate Company or any of their respective employees, directors, officers, agents or representatives nor any member of the Committee shall have liability to a Participant or otherwise with respect to the failure of the Plan, any Grant or Grant Agreement to comply with Section 409A of the Code and (ii) neither Holdings, the Willis Group, any Designated Associate Company or any of their respective employees, directors, officers, agents or representatives nor any member of the Committee makes any representation or warranty to any Participant that any Grant hereunder satisfies the requirements of Section 409A of the Code.

4. Eligibility

Subject to Section 12 of the Plan, the Committee may from time to time make Grants under the Plan to such Employees of the Willis Group or of any Designated Associate Company, and in such form and having such terms, conditions and limitations as the Committee may determine. Grants may be granted singly, in combination or in tandem. The terms, conditions and limitations of each Grant under the plan shall be set forth in a Grant Agreement, in a form approved by the Committee, consistent, however, with the terms of the Plan.

5. Share Limitations and Conditions

- (a) Number of Shares—Subject to adjustment as provided in Section 9, a total of 8,000,000 Shares shall be authorized for grant under the Plan. The Shares available for the grant of Incentive Stock Options under the Plan shall not exceed 5,000,000 Shares, subject to adjustment as provided in Section 9 and subject to the provisions of Sections 422 or 424 of the Code or any successor provisions. The Shares available for the grant of Restricted Stock, Restricted Stock Units or other full-value share-based grants under the Plan shall not exceed 2,000,000.

If any Shares subject to a Grant are forfeited, terminate, expire or a Grant is settled for cash (in whole or in part) or otherwise does not result in the issuance of all or a portion of the Shares subject to such Grant, the Shares subject to such Grant or award shall, to the extent of such forfeiture, expiration, termination, non-issuance, cash settlement or otherwise, again be available for Grants under the Plan. Notwithstanding anything to the contrary contained herein, the following Shares shall not be added to the Shares authorized for grant under paragraph (a) of this Section: (i) Shares tendered by the Participant or withheld by the Company in payment of the purchase price of a Share Option; (ii) Shares tendered by the Participant or withheld by the Company to satisfy any tax withholding obligation with respect to a Grant; and (iii) Shares repurchased by the Company using Option proceeds.

- (b) Substitute Awards shall not reduce the Shares authorized for grant under the Plan or authorized for grant to a Participant in any calendar year. Additionally, in the event that a company acquired by Holdings or any Subsidiary or with which the Holdings or any Subsidiary combines has shares available under a pre-existing plan approved by shareholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Grants under the Plan and shall not reduce the Shares authorized for grant under the Plan; provided that Grants using such available shares shall not be made after the date grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Directors prior to such acquisition or combination.
- (c) Purchase Shares, as defined in Section 6 (c) below whether offered to a participant or in connection with any other Grant under this Plan, shall not be counted against the above limits if they are sold to a Participant at Fair Market Value on the date of purchase.
- (d) The number of Shares subject to Grants under this Plan to any one Participant shall not be more than 2,000,000 Shares in any one calendar year and such limit shall not include Purchase Shares.
- (e) No Grants shall be made under the Plan beyond ten years after the effective date of the Plan, but the terms of Grants made on or before the expiration of the Plan may extend beyond such expiration. At the time a Grant is made or amended or the terms or conditions of a Grant are changed, the Committee may provide for limitations or conditions on such Grant.
- (f) Nothing contained herein shall affect the right of Willis Group or, if applicable, a Designated Associate Company to terminate any Participant's employment at any time or for any reason. The rights and obligations of any individual under the terms of his office or employment with any member of Willis Group or, if applicable, a Designated Associate Company shall not be affected by his or her participation in this Plan or any right which he or she may have to participate in it, and an individual who participates in this Plan shall waive any and all rights to compensation or damages in consequence of the termination of his or her office or employment for any reason whatsoever insofar as those rights arise or may arise from his or her ceasing to have rights under or be entitled to exercise any Grant as a result of such termination.
- (g) Subject to complying with Section 409A of the Code, deferrals of Grant payouts may be provided for, at the sole discretion of the Committee, in the Grant Agreements.
- (h) Except as otherwise prescribed by the Committee, the amounts of the Grants for any employee of a Subsidiary, along with interest, dividend, and other expenses accrued

on deferred Grants shall be charged to the Participant's employer during the period for which the Grant is made. If the Participant is employed by more than one Subsidiary or by both Willis Group and a Subsidiary during the period for which the Grant is made, the Participant's Grant and related expenses will be allocated between the companies employing the Participant in a manner prescribed by the Committee.

- (i) No option, right or benefit under the Plan may be transferred by a Participant other than by will or the laws of descent and distribution, and except as set forth in paragraph (k) of this Section, all options, rights and benefits under the Plan may be exercised during the Participant's lifetime only by the Participant. No such benefit shall, prior to receipt thereof by the Participant, be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of the Participant.
- (j) Participants shall not be, and shall not have any of the rights or privileges of, shareholders of Willis Group in respect of any Shares purchasable in connection with any Grant unless and until certificates representing any such Shares have been issued by Willis Group to such Participants, unless the Committee shall otherwise determine.
- (k) No election as to benefits or exercise of Share Options or other rights may be made during a Participant's lifetime by anyone other than the Participant or by a legal representative appointed for or by the Participant.
- (l) Absent express provisions to the contrary, any Grant under this Plan shall not be deemed compensation for purposes of computing benefits or contributions under any retirement plan of any member of Willis Group and shall not affect any benefits under any other benefit plan of any kind now or subsequently in effect under which the availability or amount of benefits is related to level of compensation. This Plan is not a "Pension Plan" or "Welfare Plan" under the Employee Retirement Income Security Act of 1974 of the United States, as amended.
- (m) Unless the Board of Directors determines otherwise, no benefit or promise under the Plan shall be secured by any specific assets of any member of Willis Group, nor shall any assets of any member of Willis Group be designated as attributable or allocated to the satisfaction of Willis Group's obligations under the Plan.

6. Grants

From time to time, the Committee will determine the forms and amounts of Grants for Participants. Such Grants may take the following forms in the Committee's sole discretion; provided, however, that in no event shall the purchase price of any Grant be less than the par value of the Shares. The terms of any Grant may include a requirement that the Participant enter into an agreement or election under which the Participant agrees to pay his or her employer's social security liability (or reimburse the employer for such liability) in any jurisdiction arising on exercise of any Share Option, or at any other time with respect to any other Share-Based Award, and if this requirement is not permitted in any jurisdiction the Grant in such circumstances shall be null and void.

- (a) Share Options—These are options to purchase Common Shares, which may or may not be Incentive Stock Options. The option price per each Share purchasable under any Share Option granted pursuant to this Article shall not be less than 100% of the Fair Market Value of one Share on the date of grant of such option (or, if the person to whom the Incentive Stock Option is being granted owns Common Shares representing more than 10 percent of the voting power of all classes of Holdings' equity, the exercise price shall be at least equal to 110% of the Fair Market Value of one Common Share on the date of grant) other than in connection with Substitute Awards. At the time of the Grant the Committee shall determine, and shall

Participant or as may be required pursuant to applicable law, if such options shall be Incentive Stock Options, subject to Section 12. Payment of the option price shall be made in cash or in Common Shares (provided, that such Shares have been held by the Participant for not less than six months (or such other period as established by the Committee from time to time)), or a combination thereof, in accordance with the terms of the Plan, the Grant Agreement and any applicable guidelines of the Committee in effect at the time. Notwithstanding anything to the contrary in the Plan, Incentive Stock Options may be granted only to employees of Holdings or of a "parent corporation" or "subsidiary corporation (as such terms are defined in Section 424 of the Code at the date of grant. The aggregate Fair Market Value (generally determined as of the time the Share Option is granted) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year (under all plans of Holdings and of any parent corporation or subsidiary corporation) shall not exceed one hundred thousand dollars (\$100,000). For purposes of the preceding sentence, Incentive Stock Options will be taken into account generally in the order in which they are granted. No Incentive Stock Option may be exercised later than ten (10) years after the date it is granted or five years, in the case of a Participant who owns Common Shares representing more than 10 percent of the voting power of all classes of Holdings' equity. Each provision of the Plan and each Grant Agreement relating to an Incentive Stock Option shall be construed so that each Incentive Stock Option shall be an incentive stock option as defined in Section 422 of the Code, and any provisions of the Grant Agreement thereof that cannot be so construed shall be disregarded. Except for Substitute Awards and in certain limited situations, including, without limitation the death, disability, termination of employment of the Participant without good cause as determined by the Committee, or retirement of the Participant or a Change of Control, Share Options shall have a vesting period of not less than three (3) years from date of grant (but permitting pro rata vesting over such time) provided that such restrictions shall not be applicable to grants of Share Options, Restricted Stock Awards or Restricted Stock Unit Awards not in excess of 5% of the number of shares available for Grants under Section 5(a). Share Options subject to the achievement of performance objectives shall have a minimum vesting period of one (1) year.

- (b) Restricted Stock and Restricted Stock Units—Grants of Restricted Stock and of Restricted Stock Units may be issued to Participants either alone or in addition to other Grants made under the Plan (a "Restricted Stock Award" or "Restricted Stock Unit Award" respectively). Except for Substitute Awards and in certain limited situations, including, without limitation the death, disability, termination of employment of the Participant without good cause as determined by the Committee, or retirement of the Participant, a Change of Control, Restricted Stock Awards and Restricted Stock Unit Awards subject to continued service with the Company or a Subsidiary shall have a vesting period of not less than three (3) years from date of grant (but permitting pro rata vesting over such time); provided that such restrictions shall not be applicable to grants of Share Options, Restricted Stock Awards or Restricted Stock Unit Awards not in excess of 5% of the number of shares available for Grants under Section 5(a). Restricted Stock Awards and Restricted Stock Unit Awards subject to the achievement of performance objectives shall have a minimum vesting period of one (1) year.

Unless otherwise provided in the Grant Agreement, beginning on the date of grant of the Restricted Stock Award and subject to execution of the Grant Agreement, the Participant shall become a shareholder of Holdings with respect to all Shares subject to the Grant Agreement and shall have all of the rights of a shareholder, including the right to vote such Shares and the right to receive distributions made with respect to such Shares. A Participant receiving a Restricted Stock Unit Award shall not possess the rights of a shareholder with respect to such grant. Except as otherwise provided in an Grant Agreement any Shares or any other property (other than cash) distributed as a dividend or otherwise with respect to any Restricted Stock Award or Restricted Stock Unit Award as to which the restrictions have not yet lapsed shall be subject to

the same restrictions as such Restricted Stock Award or Restricted Stock Unit Award.

- (c) Purchase Shares—Purchase Shares refer to Common Shares held in Holdings' employee share ownership plan trust, The Trinity Employees' Share Ownership Plan Trust, offered to a Participant at not less than 100% of the Fair Market Value of one Share on the date of purchase, the acquisition of which may make him eligible to receive under the Plan, among other things, Share Options.
- (d) Other Share-Based Grants—The Committee may make other Grants under the Plan pursuant to which Common Shares or other equity securities of Willis Group are or may in the future be acquired, or Grants denominated in stock units, including ones valued using measures other than Fair Market Value. Other Share-Based Grants may be granted with or without consideration.
- (e) Entitlement to Dividend Equivalents—Subject to complying with Section 409A of the Code and the provisions of the Plan, including, without limitation Section 14, and any Grant Agreement, the recipient of a Grant other than a Share Option may, if so determined by the Committee, be entitled to receive, currently or on a deferred basis, cash, stock or other property dividends, or cash payments in amounts equivalent to cash, stock or other property dividends on Shares ("Dividend Equivalents") with respect to the number of Shares covered by the Grant, as determined by the Committee, in its sole discretion. The right of US Participants to receive Dividend Equivalents or other dividends or payments shall be treated as a separate Grant and such Dividend Equivalents or other dividends or payments for such US Participants, if any, shall be credited to a notional account maintained by Holdings or paid, as of the dividend payment dates during the period between the date of the Grant and the date the Grant is exercised, vested, expired, credited or paid, as applicable and shall be subject to such limitations as may be determined by the Committee. The Committee may provide that such amounts and Dividend Equivalents (if any) shall be deemed to have been reinvested in additional Shares or otherwise reinvested and may provide that such amounts and Dividend Equivalents are subject to the same vesting or performance conditions as the underlying Grant.
- (f) Performance Awards—If the Committee determines that a Share Option, Restricted Stock Award, a Restricted Stock Unit Award, a Performance Award or an Other Share-Based Award is intended to be subject to performance goals, the lapsing of restrictions thereon and the distribution of cash, Shares or other property pursuant thereto, as applicable, shall be subject to the achievement of one or more objective performance goals established by the Committee, which shall be based on the attainment of specified levels of one or any combination of the following: net revenue; revenue growth or product revenue growth; operating income (before or after taxes); pre- or after-tax income (before or after allocation of corporate overhead and bonus); earnings per share; net income (before or after taxes); return on equity; total shareholder return; return on assets or net assets; appreciation in and/or maintenance of the price of the Shares or any other publicly-traded securities of Holdings; market share; gross profits; earnings (including earnings before taxes, earnings before interest and taxes or earnings before interest, taxes, depreciation and amortization); economic value-added models or equivalent metrics; comparisons with various stock market indices; reductions in costs; cash flow or cash flow per share (before or after dividends); return on capital (including return on total capital or return on invested capital); cash flow return on investment; improvement in or attainment of expense levels or working capital levels; operating margins, gross margins or cash margin; year-end cash; debt reductions; stockholder equity; market share; regulatory achievements; and implementation, completion or attainment of measurable objectives with respect to research, development, products or projects, production volume levels, acquisitions and divestitures and recruiting and maintaining personnel. Such performance goals also may be based solely by reference to Holdings' performance or the performance of a Subsidiary, division, business segment or business unit of Holdings, or based upon the relative

performance of other companies or upon comparisons of any of the indicators of performance relative to other companies. The Committee may also exclude charges related to an event or occurrence which the Committee determines should appropriately be excluded, including (a) restructurings, discontinued operations, extraordinary items, and other unusual or non-recurring charges, (b) an event either not directly related to the operations of Holdings or not within the reasonable control of Holdings' management, or (c) the cumulative effects of tax or accounting changes in accordance with U.S. generally accepted accounting principles. Such performance goals shall be set by the Committee within the time period prescribed by, and shall otherwise comply with the requirements of, Section 162(m) of the Code, and the regulations thereunder.

7. Forfeiture or Clawback of Awards

Notwithstanding anything to the contrary contained herein, a Grant Agreement may provide that the Grant shall be canceled if the Participant, without the consent of Holdings, while employed by Holdings, any Subsidiary or, if applicable, a Designated Associate Company or after termination of such employment or service, establishes a relationship with a competitor of Holdings, any Subsidiary or, if applicable, a Designated Associate Company or engages in activity that is in conflict with or adverse to the interest of Holdings, any Subsidiary or, if applicable, a Designated Associate Company (including conduct contributing to financial restatements or irregularities), as determined by the Board of Directors in its sole discretion. The Committee may provide in a Grant Agreement that if within the time period specified in the Grant Agreement the Participant establishes a relationship with a competitor or engages in an activity referred to in the preceding sentence, the Participant will forfeit any gain realized on the vesting or exercise of the Grant and must repay such gain to Holdings.

8. Transfers and Leaves of Absence

For purposes of the Plan, unless the Committee determines otherwise: (a) a transfer of a Participant's employment without an intervening period of separation among Willis Group and any Subsidiary or Designated Associate Company shall not be deemed a termination of employment, and (b) a Participant who is granted in writing a leave of absence shall be deemed to have remained in the employ of Willis Group or Designated Associate Company during such leave of absence.

9. Adjustments

In the event of any change in the outstanding Common Shares by reason of a stock split, spin-off, stock or extraordinary cash dividend, stock combination or reclassification, recapitalization or merger, Change of Control, or similar event, the Committee shall substitute or adjust proportionately, in its sole discretion, (a) the number and kind of Shares or other securities that may be issued under the Plan or under particular forms of Grants, (b) the number and kind of Shares or other securities subject to outstanding Grants, (c) the Share Option exercise price, grant price or purchase price applicable to outstanding Grants, (d) the grant of a Dividend Equivalent or other dividends or payments, and/or (e) other value determinations applicable to the Plan or outstanding Grants, in all events in order to allow Participants to participate to such event in an equitable manner.

10. Change of Control

- (a) Grant Agreements may provide that in the event of a Change of Control of Holdings, Share Options outstanding as of the date of the Change of Control shall be cancelled and terminated without payment therefore if 100% of the Fair Market Value of one Share as of the date of the Change of Control is less than the per Share Option exercise price grant price.
- (b) Assumption or Substitution of Certain Awards—Unless otherwise provided in a Grant Agreement, in the event of a Change of Control of Holdings in which the successor company assumes or substitutes for a Share Option, Restricted Stock Award, Restricted Stock Unit Award or Other Share-Based Grant, if a Participant's employment with such successor company (or a subsidiary thereof) terminates within 24 months following such Change of Control (or such other period set forth in the

Grant Agreement, including prior thereto if applicable) and under the circumstances specified in the Grant Agreement: (i) Share Options outstanding as of the date of such termination of employment will immediately vest, become fully exercisable, and may thereafter be exercised for 24 months (or the period of time set forth in the Grant Agreement), (ii) restrictions and deferral limitations on Restricted Stock Awards and Restricted Stock Units Awards shall lapse and the Restricted Stock and Restricted Stock Units shall become free of all restrictions and limitations and become fully vested, and (iii) the restrictions and deferral limitations and other conditions applicable to any Other Share-Based Grants or any other Grants shall lapse, and such Other Share-Based Grants or such other Grants shall become free of all restrictions, limitations or conditions and become fully vested and transferable to the full extent of the original Grant. For the purposes of this Section 10(b), a Share Option, Restricted Stock Award, Restricted Stock Unit Award or Other Share-Based Grants shall be considered assumed or substituted for if following the Change of Control the Grant confers the right to purchase or receive, for each Share subject to the Share Option, Restricted Stock Award, Restricted Stock Unit Award or Other Share-Based Grants immediately prior to the Change of Control, the consideration (whether stock, cash or other securities or property) received in the transaction constituting a Change of Control by holders of Shares for each Share held on the effective date of such transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares); provided, however, that if such consideration received in the transaction constituting a Change of Control is not solely common stock of the successor company, the Committee may, with the consent of the successor company, provide that the consideration to be received upon the exercise or vesting of a Share Option, Restricted Stock Award, Restricted Stock Unit Award or Other Share-Based Grant, for each Share subject thereto, will be solely common stock of the successor company substantially equal in Fair Market Value to the per share consideration received by holders of Shares in the transaction constituting a Change in Control. The determination of such substantial equality of value of consideration shall be made by the Committee in its sole discretion and its determination shall be conclusive and binding.

- (c) Unless otherwise provided in a Grant Agreement, in the event of a Change of Control of Holdings to the extent the successor company does not assume or substitute for a Share Option, Restricted Stock Award, Restricted Stock Unit Award or Other Share-Based Grant: (i) those Share Options outstanding as of the date of the Change of Control that are not assumed or substituted for shall immediately vest and become fully exercisable, (ii) restrictions and deferral limitations on Restricted Stock and Restricted Stock Units that are not assumed or substituted for shall lapse and the Restricted Stock and Restricted Stock Units shall become free of all restrictions and limitations and become fully vested, and (iii) the restrictions and deferral limitations and other conditions applicable to any Other Share-Based Grants or any other Grants that are not assumed or substituted for shall lapse, and such Other Share-Based Grants or such other Grants shall become free of all restrictions, limitations or conditions and become fully vested and transferable to the full extent of the original grant.
- (d) The Committee, in its discretion, may determine that, upon the occurrence of a Change of Control of Holdings, each Share Option outstanding shall terminate within a specified number of days after notice to the Participant, and/or that each Participant shall receive, with respect to each Share subject to such Share Option an amount equal to the excess of the Fair Market Value of such Share immediately prior to the occurrence of such Change of Control over the exercise price per share of such Share Option; such amount to be payable in cash, in one or more kinds of stock or property (including the stock or property, if any, payable in the transaction) or in a combination thereof, as the Committee, in its discretion, shall determine.

11. Amendment and Termination

The Committee shall have the authority to make such amendments to any terms and conditions applicable to outstanding Grants as are consistent with this Plan. The Board of Directors may amend, suspend or terminate the Plan at any time.

Without the approval of Holdings' stockholders, other than pursuant to Section 9, the Committee shall not (i) increase the benefits accrued to Participants, (ii) increase the number of shares which may be issued under the Plan, (iii) cancel any Share Option in exchange for cash or another Grant (other than in connection with Substitute Awards) (iv) modify the requirements for participation in the Plan, (v) lapse or waive restrictions except in limited cases relating to death, disability, retirement, termination of employment without "cause" or for "good reason" as is determined by the Board, or change of control.

12. Foreign Options and Rights

The Committee or Board of Directors, as applicable, may establish rules or schemes in order to make Grants to Employees who are subject to the laws of nations other than Bermuda, which Grants may have terms and conditions that differ from the terms thereof as provided elsewhere in the Plan for the purpose of complying with foreign laws. In the event that the Committee or Board of Directors establishes such rules or schemes, the substantive provisions thereof shall be set forth on schedules attached hereto, and are hereby incorporated by reference as part of the Plan, subject to any additional action required to be taken pursuant to the applicable foreign law.

13. Withholding Taxes

- (a) Willis Group shall have the right to deduct from any cash payment made under the Plan any federal, state, local, national, provincial or other income or other taxes required by law to be withheld with respect to such payment. It shall be a condition to the obligation of Willis Group to deliver shares upon the exercise of a Share Option, upon delivery of Restricted Stock or upon exercise, settlement or payment of Restricted Stock Units or any Other Stock-Based Grant that the Participant shall pay to Willis Group such amount as may be requested by Willis Group for the purpose of satisfying any liability for such withholding taxes. Any Grant Agreement may provide that the Participant may elect, in accordance with any conditions set forth in such Grant Agreement, to pay a portion or the entire minimum amount of such withholding taxes in Common Shares.
- (b) In the event that Willis Group is required to account for tax arising from the exercise or vesting of a Grant to the relevant tax authorities and the Participant has not paid, or otherwise made arrangements acceptable to Willis Group to pay the amounts due, Willis Group shall be authorized to procure and effect the sale of a sufficient number of Shares to be allotted or transferred to the Participant as a consequence of the vesting or exercise of the Grant in order to pay the amounts due out of the sale proceeds.
- (c) Notwithstanding anything set forth in this Section 13, an option may not be exercised unless:
 - (i) the Board of Directors considers that the issue or transfer of shares pursuant to such exercise would be lawful in all relevant jurisdictions; and
 - (ii) in a case where, if the option were exercised, Willis Group would be obliged to (or would suffer a disadvantage if it were not to) account for any tax (in any jurisdiction) for which the person in question would be liable by virtue of the exercise of the option and/or for any social security contributions that would be recoverable from the person in question (together, the "Tax Liability"), that person has either:

- (x) made a payment to Willis Group of an amount at least equal to the Holdings estimated of the Tax Liability; or

- (y) entered into arrangements acceptable to Willis Group to secure that such a payment is made (whether by authorizing the sale of some or all of the shares on his behalf and the payment to Willis Group of the relevant amount out of the proceeds of sale or otherwise).

14. Compliance with Section 409A of the Code

- (a) To the extent that the Plan and/or Grants are subject to Section 409A of the Code, the Committee may, in its sole discretion and without a Participant's prior consent, amend the Plan and/or Grants, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and actions with retroactive effect) as are necessary or appropriate to (a) exempt the Plan and/or any Grant from the application of Section 409A of the Code, (b) preserve the intended tax treatment of any such Grant, and/or (c) comply with the requirements of Section 409A of the Code. This Plan shall be interpreted at all times in such a manner that the terms and provisions of the Plan and Grants are exempt from or comply with Section 409A of the Code. Reference to Section 409A of the Code includes reference to any proposed, temporary or final regulations and any other guidance promulgated with respect to such section by the U.S. Department of the Treasury of the Internal Revenue Service.
- (b) All Grants that would otherwise be subject to Section 409A of the Code shall be paid or otherwise settled on or as soon as practicable after the applicable vesting date and not later than the 15th day of the third month from the end of (i) the Participant's tax year that includes the applicable vesting date, or (ii) Holdings' tax year that includes the applicable vesting date, whichever is later; provided, however, that the Committee reserves the right to delay payment or specify a compliant payment date with respect to any such Grant under circumstances set forth in Section 409A of the Code; provided, further, that notwithstanding any contrary provision of the Plan or a Grant Agreement, any payment(s) that are otherwise required to be made under the Plan to a "specified employee" (as defined under Section 409A of the Code) as a result of his or her separation from service (other than a payment that is not subject to Section 409A of the Code) shall be delayed for the first six (6) months following such separation from service (or, if earlier, the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Grant Agreement) on the date that immediately follows the end of such six-month period or as soon as administratively practicable thereafter.

15. Governing Law

This Plan shall be governed by the laws of Bermuda, without regard to conflicts of laws.

16. Effective Date and Termination Dates

The Plan shall be effective on and as of the date of its approval by a majority of the shareholders of Holdings, and shall terminate ten years thereafter, subject to earlier termination by the Board of Directors pursuant to Section 11.

CERTIFICATION PURSUANT TO RULE 13a-14(a)

I, Joseph J. Plumeri, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Willis Group Holdings Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9 2008

By: _____
/s/ Joseph J. Plumeri
Joseph J. Plumeri
Chairman and Chief Executive Officer

CERTIFICATION PURSUANT TO RULE 13a-14(a)

I, Patrick C. Regan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Willis Group Holdings Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 9 2008

By:

/s/ Patrick C. Regan
Patrick C. Regan
Group Chief Operating Officer and
Group Chief Financial Officer

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the Quarterly Report on Form 10-Q for the quarter ended March 31, 2008, of Willis Group Holdings Limited (the "Company"), as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joseph J. Plumeri, Chairman and Chief Executive Officer of the Company, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, certify that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 9 2008

By: _____
/s/ Joseph J. Plumeri
Joseph J. Plumeri
Chairman and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to Willis Group Holdings Limited and will be retained by Willis Group Holdings Limited and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the Quarterly Report on Form 10-Q for the quarter ended March 31, 2008, of Willis Group Holdings Limited (the "Company"), as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Patrick C. Regan, Group Chief Operating Officer and Group Chief Financial Officer of the Company, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, certify that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 9 2008

By: _____
/s/ Patrick C. Regan
Patrick C. Regan
Group Chief Operating Officer and
Group Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Willis Group Holdings Limited and will be retained by Willis Group Holdings Limited and furnished to the Securities and Exchange Commission or its staff upon request.
