Registration No. 333-

# SECURITIES AND EXCHANGE COMMISSION

**Washington, D.C. 20549**

# Form F-4

**REGISTRATION STATEMENT**
**UNDER**
**THE SECURITIES ACT OF 1933**

# Royal Dutch Shell plc

*(Exact name of Registrant as specified in its charter)*

| **England and Wales** | **N/A** | **2911** |
|---|---|---|
| *(State or other jurisdiction of incorporation or organization)* | *(I.R.S. Employer Identification No.)* | *(Primary Standard Industrial Classification Code Number)* |

**Carel van Bylandtlaan 30**

**2596 HR The Hague**
**The Netherlands**
**(011 31 70) 377 9111**
*(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)*

**CT Corporation System**

**111 Eighth Avenue, 13th Floor**
**New York, NY 10019**
**(212) 894-8400**
*(Name, address, including zip code, and telephone number, including area code, of agent for service)*

***Copies to:***

**William P. Rogers, Jr.**

**Cravath, Swaine & Moore LLP**
**CityPoint, One Ropemaker Street**
**London EC2Y 9HR**
**England**
**(011 44 20) 7453 1000**

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**Approximate date of commencement of proposed sale to the public:** As soon as practicable after the Registration Statement becomes effective and the consummation of the transactions described herein.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

**CALCULATION OF REGISTRATION FEE**

| Title of Each Class of Securities to be Registered[1] | Amount to be Registered | Proposed Maximum Offering Price Per Unit | Proposed Maximum Aggregate Offering Price | Amount of Registration Fee |
|---|---|---|---|---|
| Class A Ordinary Shares, nominal value €0.07 per share[2] | 1,107,326,950[2] | $28.32[3] | $31,359,499,224 | $3,691,013.06 |
| Class A Ordinary Shares, nominal value €0.07 per share[4] | 471,740,236[4] | $28.41[5] | $13,402,140,105 | $1,577,431.89 |

(1) American Depositary Shares issuable upon deposit of the securities registered hereby will be registered under separate registration statements on Form F-6.

(2) Represents Class A Ordinary Shares underlying American Depositary Shares, reduced by the number of such shares that are to be offered outside the United States and increased by the number of such shares that are initially to be offered outside the United States but that may be resold from time to time in the United States.

(3) Solely for the purposes of calculating the registration fee pursuant to Rule 457(c) and Rule 457(f) under the Securities Act of 1933, based on $56.65, which represents the average of the high and low prices of Royal Dutch ordinary shares in New York registry form on the New York Stock Exchange on May 13, 2005 and subsequently dividing such amount by two as one Royal Dutch Shell Class A ADR, which will represent two Royal Dutch Shell Class A Ordinary Shares, is being offered in exchange for each Royal Dutch ordinary share in New York registry form.

(4) Represents Class A Ordinary Shares not underlying American Depositary Shares that are to be offered in the United States or that may be resold from time to time in the United States.

(5) Solely for purposes of calculating the registration fee pursuant to Rule 457(c) and Rule 457(f) under the Securities Act of 1933, based on $56.83, which represents the average of the high and low prices of Royal Dutch ordinary shares in Hague registry form on Euronext Amsterdam on May 13, 2005, converted to U.S. dollars using the noon buying rate in New York City for cable transfers in euros as certified for customs purposes by the Federal Reserve Bank of New York, and subsequently dividing such amount by two as two Royal Dutch Shell Class A Ordinary Shares are being offered in exchange for each Royal Dutch ordinary share in Hague registry form.

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**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

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The information in this prospectus may change. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted. We may not complete the offer and issue these securities until the registration statement filed with the Securities and Exchange Commission is declared effective.

**SUBJECT TO COMPLETION, DATED MAY 18, 2005**

**U.S. Prospectus**

**EXCHANGE OFFER BY ROYAL DUTCH SHELL PLC FOR THE OUTSTANDING ORDINARY**

**SHARES OF ROYAL DUTCH PETROLEUM COMPANY**
**(N.V. KONINKLIJKE NEDERLANDSCHE PETROLEUM MAATSCHAPPIJ)**

The boards of directors of Royal Dutch Petroleum Company (N.V. Koninklijke Nederlandsche Petroleum Maatschappij) ("Royal Dutch") and The "Shell" Transport and Trading Company, p.l.c. ("Shell Transport") have agreed to propose to their shareholders that Royal Dutch and Shell Transport will become subsidiaries of a new parent company, Royal Dutch Shell plc ("Royal Dutch Shell"). To implement the proposal, (i) Royal Dutch Shell is making an offer to acquire all of the issued and outstanding ordinary shares of Royal Dutch in exchange for Royal Dutch Shell Class A ordinary shares or American depositary receipts ("ADRs") representing Royal Dutch Shell Class A ordinary shares and (ii) Royal Dutch Shell proposes to become the parent company of Shell Transport pursuant to a United Kingdom reorganizational procedure referred to as a "scheme of arrangement" under section 425 of the UK Companies Act 1985, as amended. As a result of the Scheme of Arrangement, holders of Shell Transport ordinary shares will receive Royal Dutch Shell Class B ordinary shares and holders of Shell Transport ADRs will receive ADRs representing Royal Dutch Shell Class B ordinary shares.

**The Royal Dutch supervisory board and the Royal Dutch board of management have unanimously reached the conclusion, on the basis of the considerations stated in this prospectus, that the transaction described above is in the best interest of Royal Dutch, holders of Royal Dutch's ordinary shares and Royal Dutch's other stakeholders. The Royal Dutch supervisory board and the Royal Dutch board of management are furthermore of the opinion that the offer is fair and reasonable and accordingly unanimously recommend its acceptance.**

Under the terms of the offer:

- for every Royal Dutch ordinary share held in New York registry form you tender in the offer, you will receive one Royal Dutch Shell Class A ADR; and
- for every Royal Dutch ordinary share held in bearer or Hague registry form you tender in the offer, you will receive two Royal Dutch Shell Class A ordinary shares.

Each Royal Dutch Shell Class A ADR will represent two Royal Dutch Shell Class A ordinary shares.

**The offer will expire at 5.00 p.m. New York City time (11:00 p.m. Amsterdam time) on July 18, 2005, unless the offer is extended.**

The offer is subject to the conditions listed in this prospectus under "The Offer — Conditions to the Offer" on page 53, including, but not limited to, (i) the condition that, prior to the expiration of the offer, the number of Royal Dutch ordinary shares that have been validly tendered and not withdrawn shall represent at least 95% of the issued share capital of Royal Dutch that is then outstanding and (ii) the condition that the "scheme of arrangement" shall become effective. As of the date of this prospectus, we do not own any Royal Dutch ordinary shares.

Applications have been made for our Class A ordinary shares and Class B ordinary shares to be admitted to the official list of the UK Listing Authority and to trading on the market for listed securities of the London Stock Exchange under the symbols "RDSA" and "RDSB", respectively. We have applied, subject to the offer being declared unconditional (*gestanddoening*), to list our Class A ordinary shares and Class B ordinary shares on Eurolist by Euronext Amsterdam ("Euronext Amsterdam") under the symbols RDSA and RDSB, respectively. We have been approved, subject to official notice of issuance, to list our Class A ADRs and Class B ADRs on the New York Stock Exchange under the symbols "RDS.A" and "RDS.B", respectively.

## We urge you to read this prospectus carefully, including the section "RISK FACTORS" beginning on page 25, before deciding to accept the offer.

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

# Citigroup Global Markets Inc. Rothschild Inc.

*Dealer Managers for the offer in the United States*

Date of this prospectus is May , 2005

## CERTAIN DEFINED TERMS

Unless otherwise specified or if the context otherwise requires:

"Royal Dutch Shell", "the company", "we", "us" or "our" refer to Royal Dutch Shell plc, a company incorporated in England and Wales.

"Royal Dutch" refers to N.V. Koninklijke Nederlandsche Petroleum Maatschappij (also known as Royal Dutch Petroleum Company), a company organized under the laws of The Netherlands.

"Shell Transport" refers to The "Shell" Transport and Trading Company, p.l.c., a company incorporated in England and Wales.

"Royal Dutch/ Shell Group" or "Group" refers to the companies (other than Royal Dutch Shell) in which Royal Dutch and Shell Transport together or separately, either directly or indirectly, have control either through a majority of the voting rights or the right to exercise a controlling influence or to obtain the majority of the benefits and be exposed to the majority of the risks. The companies in which Royal Dutch and Shell Transport directly or indirectly own investments are separate and distinct entities. However, in this prospectus "Royal Dutch/ Shell Group" and "Group" are sometimes used for convenience in contexts where reference is made to companies in the Royal Dutch/ Shell Group in general. These expressions are also used where no specific purpose is served by identifying a particular company or companies.

"Parent Companies" refer to Royal Dutch and Shell Transport.

"Transaction" refers to the proposed transaction pursuant to which we will, through the offer and the Scheme, become the parent company of Royal Dutch and Shell Transport and the Royal Dutch/ Shell Group.

"Admitted Institution" means the institutions which hold Royal Dutch ordinary shares in bearer form and/ or, after the consummation of the Transaction, Royal Dutch Shell ordinary shares on behalf of their clients through Euroclear Nederland as an admitted institution of Euroclear Nederland or, as the context so permits, which hold Royal Dutch ordinary shares in bearer form and/ or, after the consummation of the Transaction, Royal Dutch Shell ordinary shares on behalf of their clients through an institution which is an admitted institution of Euroclear Nederland.

"AFM" refers to The Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*).

"Business day" means a day (other than a Saturday or Sunday) on which banks are open in London, New York and Amsterdam.

"Clear days" means calendar days and excludes the date of mailing, the date of receipt of the notice and the date of the meeting itself.

"Companies Act" refers to the Companies Act of England and Wales 1985, as amended.

"Euronext Amsterdam trading day" refers to a day on which Euronext Amsterdam is open for trading.

"Exchange Act" refers to the U.S. Securities Exchange Act of 1934.

"Expiration date of the offer" means 5.00 p.m., New York City time (11.00 p.m. Amsterdam time) on July 18, 2005, unless we extend the period of time for which the offer is open in compliance with Dutch tender offer regulations and U.S. federal securities laws, in which case the term "expiration date of the offer" means the latest time and date on which the offer, as so extended, expires.

"Form 20-F" refers to Royal Dutch's and Shell Transport's Annual Report on Form 20-F for the year ended December 31, 2004, as amended on May 4, 2005.

"HMRC" refers to Her Majesty's Revenue and Customs.

"Q1 Form 6-K" refers to Royal Dutch's and Shell Transport's Report on Form 6-K furnished to the SEC on May 9, 2005.

"RDS Group" means Royal Dutch Shell and its subsidiaries, after the consummation of the Transaction.

"Royal Dutch ordinary shares" refers to Royal Dutch ordinary shares in bearer form, Royal Dutch ordinary shares in Hague registry form and Royal Dutch ordinary shares in New York registry form, collectively.

"Scheme" or "Scheme of Arrangement" refers to the proposed scheme of arrangement under section 425 of the Companies Act, between Shell Transport and the holders of Shell Transport ordinary shares and Shell Transport bearer warrants.

"SEC" refers to the U.S. Securities and Exchange Commission.

"Securities Act" refers to the U.S. Securities Act of 1933.

"UK High Court" refers to the High Court of Justice in England and Wales.

"UKLA" or "UK Listing Authority" refers to the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the UK Financial Services and Markets Act 2000.

"United States" or "U.S." refers to the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

"U.S. business day" means any day, other than a Saturday, Sunday or federal holiday, and shall consist of the time period from 12:01 a.m. through 12:00 midnight Eastern time.

References in this prospectus to Royal Dutch ordinary shares in bearer form or to Royal Dutch Shell shares shall, where the relevant shares are held by Euroclear Nederland in its capacity as central institute *(centraal instituut)* under the Dutch Securities Giro Act *(Wet giraal effectenverkeer)* and the context so permits, include references to interests held in such shares by other persons in accordance with the Dutch Securities Giro Act.

Certain other terms are defined in other sections of this prospectus.

## REFERENCE TO ADDITIONAL INFORMATION

This prospectus incorporates important business and financial information about Royal Dutch, Shell Transport and the Royal Dutch/Shell Group from other documents that are not included in or delivered with this prospectus. This information is available to you without charge upon your written or oral request. You can obtain the documents incorporated by reference in this prospectus by requesting them in writing or by telephone or from the information agent at the following address:

Georgeson Shareholder Communications Inc.

17 State Street
10th Floor
New York, NY 10004
U.S. Toll-Free No.: 1-877-278-6357
E-mails: shellinfo@gscorp.com

**If you would like to request documents, please do so by July 11, 2005, in order to receive them in a timely manner.** If you request any incorporated document from the information agent, the information agent will mail the requested document to you by first class mail, or send it by other equally prompt means, within 1 business day after it receives your request. You can also obtain the documents incorporated by reference in this prospectus from the SEC's website at http://www.sec.gov. For a list of the documents that are incorporated by reference into this prospectus, see "Where You Can Find More Information" on page 132.

In deciding whether to tender your Royal Dutch ordinary shares in the offer, you should rely only on the information contained or incorporated by reference into this prospectus or in the related U.S. offer documents. We have not authorized any person to provide you with any information that is different from, or in addition to, the information that is contained in this prospectus or in the related offer documents.

The information contained in this prospectus speaks only as of the date indicated on the cover of this prospectus unless the information specifically indicates that another date applies.

## REGULATORY STATEMENT

Citigroup Global Markets Inc., which is acting as one of the dealer managers and is a registered broker dealer in the U.S., is an affiliate of Citigroup Global Markets Limited ("Citigroup"). Citigroup, which is regulated in the United Kingdom by the Financial Services Authority, is acting as sponsor of Royal Dutch Shell in connection with the listing of Royal Dutch Shell ordinary shares on the London Stock Exchange. In this capacity, Citigroup provides listing related services to Royal Dutch Shell and makes certain representations on behalf of Royal Dutch Shell in accordance with the regulations of the Financial Services Authority. Citigroup is also acting as co-listing agent in connection with the listing of Royal Dutch Shell ordinary shares on Euronext Amsterdam. Citigroup is also acting as a financial adviser to Royal Dutch Shell and as a financial adviser to Royal Dutch, Shell Transport and the Royal Dutch/ Shell Group and no one else in connection with the Transaction and the listing of Royal Dutch Shell ordinary shares on the London Stock Exchange and Euronext Amsterdam. Citigroup will not be responsible under the provisions of the Financial Services and Markets Act 2000 or any regulations made thereunder to anyone (including shareholders of Royal Dutch or Shell Transport) other than Royal Dutch Shell, Royal Dutch and Shell Transport for providing the protections afforded to clients of Citigroup, or for providing advice in relation to the Transaction and the listing of Royal Dutch Shell ordinary shares on the London Stock Exchange and Euronext Amsterdam.

Rothschild Inc., which is acting as one of the dealer managers and is a registered broker dealer in the U.S., is an affiliate of NM Rothschild & Sons Limited ("Rothschild"). Rothschild, which is regulated in the United Kingdom by the Financial Services Authority, is acting as sponsor of Royal Dutch Shell in connection with the listing of Royal Dutch Shell ordinary shares on the London Stock Exchange. In this capacity, Rothschild provides listing related services to Royal Dutch Shell and makes certain representations on behalf of Royal Dutch Shell in accordance with the regulations of the Financial Services Authority. Rothschild is also acting as co-listing agent in connection with the listing of Royal Dutch Shell ordinary shares on Euronext Amsterdam. Rothschild is also acting as a financial adviser to Royal Dutch Shell and as a financial adviser to Royal Dutch, Shell Transport and

the Royal Dutch Shell/ Group and no one else in connection with the Transaction and the listing of Royal Dutch Shell ordinary shares on the London Stock Exchange and Euronext Amsterdam. Rothschild will not be responsible under the provisions of the Financial Services and Markets Act 2000 or any regulations made thereunder to anyone, (including shareholders of Royal Dutch or Shell Transport) other than Royal Dutch Shell, Royal Dutch and Shell Transport for providing the protections afforded to clients of Rothschild, or for providing advice in relation to the Transaction and the listing of Royal Dutch Shell ordinary shares on the London Stock Exchange and Euronext Amsterdam.

ABN AMRO Bank N.V. ("ABN AMRO") is acting for Royal Dutch (and has provided certain financial services, and may continue to provide certain financial or investment banking services to Royal Dutch Shell, Shell Transport, Royal Dutch and the Royal Dutch/Shell Group, including acting as Dutch exchange agent in the offer and co-listing agent in connection with the listing of the Class A Shares and the Class B Shares on Euronext Amsterdam) and no-one else in connection with the Transaction and will not be responsible under the provisions of the Financial Services and Markets Act 2000 or any regulations made thereunder to anyone other than Royal Dutch for providing the protections afforded to clients of ABN AMRO or for providing advice in relation to the Transaction and the listing of Royal Dutch Shell ordinary shares on Euronext Amsterdam.

This prospectus must not be distributed in whole or in part into Japan. This prospectus and other documents related to the Transaction may not be electronically provided to, nor accessed by, residents of Japan or persons who are in Japan. Copies of this prospectus and any other documents related to the Transaction are not being, and must not be, mailed or otherwise distributed or sent to any person or company in or from Japan. Persons receiving this prospectus (including custodians, nominees and trustees) or other documents related to the Transaction must not distribute or send them to any person or company in or from Japan.

The offer is not being made, directly or indirectly, in or into or by the use of the mails or any other means or instrumentality (including, without limitation, facsimile transmission, telex, telephone or internet) of interstate or foreign commerce of, or any such facilities of a national securities exchange of, Japan, and is not capable of acceptance by any such use, means, instrumentality or facilities from or within Japan. The offer is not being made to residents of Japan or in Japan.

The offer has not been notified to the Commissione Nazionale per le Societa' e la Borsa pursuant to applicable Italian securities laws and implementing regulations. Absent such notification, no public offer can be carried out in the Republic of Italy. This prospectus, and its accompanying documents, have not been, and cannot be, disclosed to any Italian residents or person or entity in the Republic of Italy and no other form of solicitation has been, and can be, carried out in the Republic of Italy. This prospectus and any accompanying or related document, may not be mailed, distributed, disseminated or otherwise disclosed to any Italian residents or person or entity in the Republic of Italy. Royal Dutch ordinary shares may not be tendered by Italian residents or persons or entities in the Republic of Italy and Royal Dutch Shell may not accept shares thus tendered.

This prospectus does not constitute an offer to sell securities and it is not soliciting an offer to buy securities, nor shall there be any sale or purchase of securities pursuant hereto, in any jurisdiction in which such offer, solicitation or sale is not permitted or would be unlawful prior to registration or qualification under the laws of any such jurisdiction.

In accordance with, and subject to the restrictions under, Dutch law and pursuant to exemptive relief granted by the SEC from Rule 14e-5 under the U.S. Securities Exchange Act of 1934, as amended, Royal Dutch and its affiliates may make certain purchases of, or arrangements to purchase, Royal Dutch ordinary shares outside the United States during the period in which the offer remains open for acceptance. In accordance with the requirements of Rule 14e-5 under the Exchange Act and with the exemptive relief granted by the SEC, such purchases, or arrangements to purchase, must comply with applicable Dutch rules, including the provisions of the 1995 Act on the supervision of the securities trade (*Wet toezicht effectenverkeer 1995 / Wte 1995*) (Netherlands) and the 1995 Decree on the supervision of the securities trade (*Besluit toezicht effectenverkeer 1995 / Bte 1995*) (Netherlands) and the rules of Euronext Amsterdam. Royal Dutch will disclose promptly in the U.S. and The Netherlands by means of a press release, information regarding such purchases of Royal Dutch ordinary shares outside the offer in reliance on the exemptive relief granted by the SEC, shall provide such information to holders

of or beneficial owners of Royal Dutch ordinary shares upon their request without charge to such persons and shall disclose information regarding such purchases to the AFM as required by the Dutch rules.

**This prospectus is only addressed to holders of Royal Dutch ordinary shares in New York registry form wherever located and holders of Royal Dutch ordinary shares in bearer or Hague registry form located in the U.S. Holders of Royal Dutch ordinary shares in bearer or Hague registry form located outside the U.S. should refer to the separate offer document (which may incorporate by reference all or a portion of this prospectus and documents incorporated by reference herein) which can be obtained from ABN AMRO, which is acting as the Dutch exchange agent.**

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## QUESTIONS AND ANSWERS ABOUT THE TRANSACTION

The following are some questions that you, as a holder of Royal Dutch ordinary shares, may have about the Transaction and the offer and answers to those questions. These questions and answers may not address all questions that may be important to you. We urge you to carefully read the remainder of this prospectus, and the accompanying letter of transmittal, because the information in these questions and answers is not complete and additional important information is contained in the remainder of this prospectus, the documents referred to or incorporated by reference in this prospectus and the accompanying letter of transmittal.

**Q: What are we proposing to do?**

A: We have entered into an implementation agreement with Royal Dutch and Shell Transport pursuant to which (i) our Class A ordinary shares ("Class A Shares") and ADRs representing Class A Shares ("Class A ADRs") are being offered in exchange for all of the issued and outstanding Royal Dutch ordinary shares, and (ii) we plan to issue our Class B ordinary shares ("Class B Shares") and the applicable depositary will issue ADRs representing Class B Shares ("Class B ADRs") in exchange for the cancelation of Shell Transport's ordinary shares (including Shell Transport ordinary shares to which holders of Shell Transport bearer warrants are entitled) and Shell Transport's ordinary shares underlying the Shell Transport ADRs as a result of the Scheme of Arrangement. After the offer and the Scheme of Arrangement are completed, we would become the single parent company of Royal Dutch and Shell Transport and, through the Parent Companies, the Royal Dutch/ Shell Group.

**Q: What is the Scheme of Arrangement?**

A: Concurrent with the offer, we intend to acquire Shell Transport pursuant to an English law procedure known as a "scheme of arrangement". A scheme of arrangement is an arrangement between a company and its members (or any class of them) pursuant to section 425 of the Companies Act. A company can effect almost any kind of reorganization, merger or demerger restructuring by way of a scheme of arrangement.

The Scheme of Arrangement requires approval by a majority in number representing three-quarters in value of the Shell Transport ordinary shareholders who are present and vote either in person or by proxy at the meeting convened by the UK High Court for the purpose of considering the Scheme (including those holders of Shell Transport bearer warrants present and voting, either in person or by proxy at the meeting). It also requires UK High Court approval. As the proposed Scheme of Arrangement includes a reduction of capital, a separate special resolution of the Shell Transport shareholders (requiring a 75% majority of those voting) is also necessary. The Shell Transport ordinary shares will be canceled and holders thereof whose names appear in the register of members of Shell Transport at the Scheme record time (6:00 p.m. London time on the business day before the Scheme becomes effective) will receive Class B Shares.

Once approved by the Shell Transport ordinary shareholders and sanctioned by the UK High Court, the arrangements are binding on all holders of Shell Transport ordinary shares (including holders of Shell Transport bearer warrants) and on Shell Transport.

**Q: After the expiration of the offer period, when will the offer be declared unconditional?**

A: Our obligation to accept Royal Dutch ordinary shares for exchange is subject to the satisfaction or, if permitted and consented to by Royal Dutch and Shell Transport, waiver of the conditions to the offer. All conditions to the offer other than the sanctioning of the Scheme by the UK High Court and the subsequent registration of the order sanctioning the Scheme by the Registrar of Companies of England and Wales (the "scheme condition") must be satisfied or waived on or prior to the expiration of the offer period. In order to facilitate the concurrent completion of the offer and the Scheme, the scheme condition will survive the expiration of the offer period for up to 5 Euronext Amsterdam trading days. We expect to make a public announcement on or immediately prior to the date of the hearing by the UK High Court of the petition to sanction the Scheme, stating that all conditions except for the scheme condition have been satisfied or waived, and subject to and immediately upon the satisfaction of the scheme condition, the offer

will thereafter automatically be declared to be unconditional (*gestand gedaan*) upon the registration of the order sanctioning the Scheme by the Registrar of Companies of England and Wales. We expect the order sanctioning the Scheme to be registered by the Registrar of Companies in England and Wales on July 20, 2005. See "Important Dates" on page 12 for information on important dates relating to the offer.

Once the offer has expired, you will not be able to withdraw any Royal Dutch ordinary shares that you have tendered. For a discussion of the timing of delivery of Class A Shares or Class A ADRs in exchange for Royal Dutch ordinary shares previously tendered and accepted for exchange in the offer, see the discussion below under the heading "The Offer — Acceptance and Delivery of Securities".

**Q: What will I receive if the offer is completed?**

A: If you tender Royal Dutch ordinary shares in New York registry form in the offer and the offer is completed, you will receive one Class A ADR for every Royal Dutch ordinary share in New York registry form you validly tender and do not properly withdraw. Each Class A ADR will represent two Class A Shares.

If you tender Royal Dutch ordinary shares in bearer or Hague registry form in the offer and the offer is completed, you will receive two Class A Shares for every Royal Dutch bearer or Hague registry share you validly tender and do not properly withdraw.

**Q: What is our tax residency?**

A: Although we are incorporated in England and Wales, we are resident in The Netherlands for Dutch and UK tax purposes. For a discussion of the material tax consequences to holders of our tax residency being in The Netherlands, see "Material Tax Consequences — Dutch Tax Considerations" on page 78.

**Q: Does Royal Dutch support the offer?**

A: Yes. The Royal Dutch supervisory board and the Royal Dutch board of management have unanimously reached the conclusion, on the basis of the considerations described in this prospectus, that the Transaction between Royal Dutch and Shell Transport is in the best interest of Royal Dutch, holders of Royal Dutch ordinary shares and Royal Dutch's other stakeholders. They are furthermore of the opinion that the offer is fair and reasonable and accordingly unanimously recommend its acceptance. The Royal Dutch supervisory board and the Royal Dutch board of management have received a written opinion from ABN AMRO that, as at October 27, 2004, based upon and subject to matters considered, assumptions used and qualifications set forth therein, the exchange ratio to be used in the offer was fair, from a financial point of view, to the holders of Royal Dutch ordinary shares. ABN AMRO confirmed its opinion by delivering a written opinion dated 13 May, 2005 to the Royal Dutch supervisory board and the Royal Dutch board of management.

Information about the recommendation of the Royal Dutch board of management and the Royal Dutch supervisory board is set forth under "The Transaction — Recommendation of Royal Dutch's Management and Supervisory Board" on page 43. The Royal Dutch supervisory board and the Royal Dutch board of management received certain corporate finance advice from Citigroup and Rothschild. Information about the corporate finance advice received from Citigroup and Rothschild and the fairness opinions delivered by ABN AMRO is set forth herein, under "The Transaction — Background to the Transaction" on page 32 and "The Transaction — Opinion of Royal Dutch's Financial Advisor" on page 43 respectively.

**Q: If I decide not to tender, how will the offer affect my Royal Dutch ordinary shares?**

A: You will continue to own your Royal Dutch ordinary shares in their current form. However, if the offer is completed, the number of Royal Dutch ordinary shares remaining in public circulation may be so small that there would no longer be an active trading market for Royal Dutch ordinary shares. The absence of an active trading market could reduce the liquidity and market value of the Royal Dutch ordinary shares that you do not tender. In addition, Royal Dutch ordinary shares in New York registry form may no longer be eligible for trading on the New York Stock Exchange.

Following completion of the offer and depending on the level of acceptance, we intend to request that Royal Dutch seeks to delist the

Royal Dutch ordinary shares from the London Stock Exchange and Euronext Amsterdam and the Royal Dutch ordinary shares in New York registry form from the New York Stock Exchange. If Royal Dutch's ordinary shares in New York registry form are delisted from the New York Stock Exchange and Royal Dutch has fewer than 300 holders of record of Royal Dutch ordinary shares in the United States, Royal Dutch may seek to deregister its New York registry shares under the Exchange Act.

In addition, we reserve the right to use any legally permitted method to obtain 100% of the Royal Dutch ordinary shares, including engaging in a squeeze-out, one or more corporate restructuring transactions, changes to the Royal Dutch articles or in one or more transactions with holders of minority shares, including public or private exchanges or tender offers or purchases.

**Q: Will there be a "squeeze-out" following the offer?**

A: If the number of Royal Dutch ordinary shares that have been validly tendered and not withdrawn represent at least 95% of the issued share capital of Royal Dutch that is then outstanding, we expect, but are not obligated, to initiate squeeze-out proceedings with a view to acquiring 100% of the outstanding share capital of Royal Dutch, in accordance with Article 2:92a of the Dutch Civil Code. To initiate squeeze-out proceedings, we would have to issue a notice of summons in accordance with Dutch law. If we are able to effectuate a squeeze-out, the Royal Dutch ordinary shares held by minority Royal Dutch shareholders will be acquired for cash and a Dutch court will determine the price to be paid for the shares. Upon payment of such amount into a specified bank account (in accordance with the procedures prescribed by Dutch law), the Royal Dutch ordinary shares of the minority will transfer to us by operation of law. The price determined by the Dutch court in squeeze-out proceedings may be higher or lower than the cash equivalent of the Royal Dutch Shell securities offered in exchange for the Royal Dutch ordinary shares.

**Q: Will I have to pay any fees or commissions?**

A: No, if:

- you hold Royal Dutch ordinary shares in New York registry form that are registered in your name and you tender them to the U.S. exchange agent,
- you hold Royal Dutch ordinary shares in bearer form with a bank or broker that is an Admitted Institution of Euroclear Netherlands or an institution which holds Royal Dutch ordinary shares in bearer form through such Admitted Institutions, which directly tenders, and delivers your shares to the Dutch exchange agent, or
- you hold Royal Dutch ordinary shares in Hague registry form (*aandelen op naam*).

If you hold your Royal Dutch ordinary shares with a bank, broker or other nominee which does not directly tender and deliver your shares to the Dutch exchange agent, you are advised to consult with them to determine whether any charges will apply to you.

**Q: Will I be taxed on the Royal Dutch Shell securities I receive?**

A: If you are a U.S. taxpayer, as a general matter, you will not recognize gain or loss on the exchange.

For more information on the UK, Dutch and U.S. tax consequences of the offer, see "Material Tax Consequences" beginning on page 74. You are advised to consult your own tax advisor on the tax consequences to you of participating in the offer.

**Q: What percentage of our shares will current Royal Dutch ordinary shareholders own after the offer?**

A: Assuming all Royal Dutch shareholders validly tender, and none properly withdraw, their Royal Dutch ordinary shares in the offer, after completion of the Transaction (i) the former holders of Royal Dutch ordinary shares would own Class A Shares (including Class A Shares represented by Class A ADRs), representing 60% of our outstanding issued ordinary share capital and voting rights and (ii) the former holders of Shell Transport ordinary shares would own Class B Shares (including Class B Shares represented by Class B ADRs), representing 40% of our out-

standing issued ordinary share capital and voting rights.

To the extent that the Transaction is consummated but not all the former holders of Royal Dutch ordinary shares tender their shares, the percentage of our share capital and voting rights held by former holders of Royal Dutch ordinary shares will be less than 60%. Accordingly, in such a situation, the amount of our issued ordinary share capital and voting rights held by former Shell Transport shareholders would be greater than 40%.

**Q: What is the difference between Class A Shares and Class B Shares?**

A: Class A Shares and Class B Shares will have identical voting rights and will vote together as a single class on all matters, including the election of directors, unless a matter affects the rights of one class as a separate class. Class A Shares and Class B Shares will have identical rights upon our liquidation, and dividends declared on each will be equivalent in amount. However, in seeking to preserve the current tax treatment of dividends, holders of Class A Shares will receive Dutch source dividends, while holders of Class B Shares will receive dividends that are UK sourced to the extent that these dividends are paid through the dividend access mechanism (as described on page 69 under "The Scheme of Arrangement — Dividend Access Mechanism").

**Q: Do I need to do anything if I want to retain my Royal Dutch ordinary shares?**

A: No. If you want to retain your Royal Dutch ordinary shares, you do not need to take any action.

Please see "Risk Factors — Risks to Royal Dutch shareholders who do not tender their Royal Dutch ordinary shares in the Offer" on page 26 for a discussion of potential consequences to you if you do not tender your Royal Dutch ordinary shares and the Transaction is consummated.

**Q: What happens if the offer is not completed?**

A: If the offer is not completed:

- your tendered Royal Dutch ordinary shares in New York registry form will be returned to you without interest or any other payment being due. This should occur several business days following the announcement that the offer has terminated;
- if you hold Royal Dutch ordinary shares in bearer form, your shares delivered to ABN AMRO will be re-delivered to the relevant Admitted Institution(s) of Euroclear Nederland upon public announcement thereof; and
- if you hold Royal Dutch ordinary shares in Hague registry form (*aandelen op naam*), your acceptance communicated to N.V. Algemeen Nederlands Trustkantoor ANT ("ANT") will be considered withdrawn.

**Q: Who can answer my questions?**

A: If you hold Royal Dutch ordinary shares in New York registry form and have questions about the offer, you may contact Georgeson Shareholder Communications Inc., which is acting as information agent for the offer.

If you hold Royal Dutch ordinary shares in bearer form and have questions about the offer, you should contact your bank or broker or ABN AMRO, which is acting as Dutch exchange agent.

If you hold Royal Dutch ordinary shares in Hague registry form and have questions about the offer, you should contact ANT at (011) 31-20-522-2510 and email: registers@ant-trust.nl.

## SUMMARY

*This summary highlights selected information from this prospectus and may not contain all of the information that is important to you. To understand the offer fully and for a more complete description of the legal terms of the offer, you should read carefully this entire prospectus and the other documents to which we have referred you. See "Where You Can Find More Information" on page 132.*

### The Companies

**Royal Dutch Shell**

We were incorporated in England and Wales on February 5, 2002, as a private company limited by shares under the name Forthdeal Limited. On October 27, 2004, we re-registered as a public company limited by shares and changed our name to Royal Dutch Shell plc.

We are registered at Companies House, Cardiff with company number 04366849, and the Chamber of Commerce, The Hague under number 34179503. Our registered office is at Shell Centre, London, SE1 7NA, UK and our headquarters are at Carel van Bylandtlaan 30, 2596 HR The Hague, The Netherlands. Tel.: +31 (0) 70 377 9111. We are considered a resident of The Netherlands for Dutch and UK tax purposes. Our authorised agent in the United States is Puglisi & Associates, 850 Library Avenue, Suite 204, Newark Delaware 19711. Our agent for service of process in the United States is CT Corporation Systems, 111 Eighth Avenue, 13th floor, New York NY 10019 Tel (212) 894-8400.

The Transaction will result in our becoming the parent company of Royal Dutch, Shell Transport and, through Royal Dutch and Shell Transport, of the Royal Dutch/ Shell Group. Our primary object is to carry on the business of a holding company.

**Royal Dutch/ Shell Group**

Currently, Royal Dutch and Shell Transport are the Parent Companies of the Royal Dutch/ Shell Group but are not themselves part of it. The Royal Dutch/ Shell Group has grown out of a scheme of amalgamation between Royal Dutch and Shell Transport dated 12 September 1906 and agreements from 1907 by which the scheme of amalgamation was implemented and pursuant to which they combined their interests in the oil industry through the transfer of all the significant operating assets of each Parent Company to companies owned 60% by Royal Dutch and 40% by Shell Transport. Throughout the twentieth century, the Royal Dutch/ Shell Group expanded with acquisitions in Europe, Africa and the Americas and continued to develop its business interests around the world, now operating in over 140 countries and territories and employing more than 114,000 people. Whilst best known to the public for its service stations and for exploring and producing oil and gas on land and at sea, the Royal Dutch/ Shell Group's activities include transporting and trading oil and gas, marketing natural gas, producing and selling fuel for ships and planes, generating electricity and providing energy efficiency advice. The Royal Dutch/ Shell Group also produces and sells petrochemical building blocks to industrial consumers globally and is investing in making renewable and lower-carbon energy sources competitive for large-scale use.

**Royal Dutch**

Royal Dutch Petroleum Company (N.V. Koninklijke Nederlandsche Petroleum Maatschappij), was incorporated on June 16, 1890, under the laws of The Netherlands.

Royal Dutch does not engage in operational activities. It derives the whole of its income — except for interest income on cash balances or short-term investments — from its interests in the Royal Dutch/ Shell Group.

The principal trading markets for Royal Dutch ordinary shares are Euronext Amsterdam and the New York Stock Exchange.

The address of Royal Dutch's registered office, head office and principal place of business is at Carel van Bylandtlaan 30, 2596 HR The Hague, The Netherlands. Tel.: (011 31 70) 377 9111.

**Shell Transport**

The "Shell" Transport and Trading Company, p.l.c. was incorporated on October 18, 1897, under the laws of England and Wales.

Shell Transport does not engage in operational activities. It derives the whole of its income — except for interest income on cash balances or short-term investments — from its interests in the Royal Dutch/ Shell Group.

The principal trading market for the Shell Transport ordinary shares is the London Stock Exchange. American Depositary Receipts evidencing Shell Transport ordinary shares are listed on the New York Stock Exchange. Each Shell Transport ADS represents six Shell Transport ordinary shares.

## The Transaction

**Reasons for the Transaction (page 41)**

In making their decision that Royal Dutch should propose the Transaction and in making their recommendation that holders of Royal Dutch ordinary shares accept the offer and tender their Royal Dutch ordinary shares, the Royal Dutch board of management and Royal Dutch supervisory board considered, among other things, the following:

- *Terms of the Transaction*: the fact that the exchange ratio to be proposed reflects the ownership of the Royal Dutch/ Shell Group by Royal Dutch and Shell Transport and the other terms of the unification protocol and implementation agreement.

- *Advice and opinion of financial advisors*: the written opinion of ABN AMRO addressed to the Royal Dutch board of management and the Royal Dutch supervisory board that, as at October 27, 2004, the exchange ratio to be used in the offer was fair, from a financial point of view, to holders of Royal Dutch shares; and the corporate finance advice provided by Citigroup and Rothschild. ABN AMRO confirmed its opinion by delivering a written opinion dated May 13, 2005 to the Royal Dutch board of management and the Royal Dutch supervisory board. The full text of the written opinions of ABN AMRO dated October 27, 2005 and May 13, 2005 are attached hereto as Annex B and Annex C, respectively, and set forth, among other things, the assumptions made, procedures followed, matters considered and limitations on the scope of the review undertaken by ABN AMRO in rendering its opinions. Additional detail concerning the written opinion of ABN AMRO and the corporate finance advice provided by Citigroup and Rothschild is contained under "The Transaction — Opinion of Royal Dutch's Financial Advisor" on page 43 and "The Transaction — Background to the Transaction" on page 32, respectively.

- *Increased clarity and simplicity of governance*: the belief that the Transaction will result in a clearer and simpler governance structure, including:

  — a single, smaller board initially comprised of 10 non-executive members and 5 executive directors and

  — a simplified senior management structure with a single non-executive Chairman of the board, a single Chief Executive and clear lines of authority. This is expected to result from the fact that following completion of the Transaction the executive committee of Royal Dutch Shell will report through the Chief Executive Officer to a single board of directors with a single non-executive Chairman.

- *Increased accountability*: the expectation that the Transaction will lead to increased accountability and clarify lines of authority.

- *Increased management efficiency*: the belief that the Transaction will increase the efficiency of decision making and management processes generally, including through the elimination of dual corporate headquarters in favor of a single corporate headquarters, the elimination of duplication and the centralization of functions.

- *Tax treatment*: the fact that (a) the exchange of Royal Dutch ordinary shares in the Transaction would not be subject to tax for Dutch and U.S. federal income tax purposes and (b) the Transaction would be

broadly tax neutral for the Royal Dutch/ Shell Group. See “Material Tax Consequences” for a description of the material tax consequences to U.S. holders of the offer.

- *Expected accounting treatment*: the fact that it was expected that the Transaction would be accounted for on an historical cost (or carry-over) basis under International Financial Reporting Standards and U.S. GAAP rather than as a business combination (see Unaudited Condensed Pro Forma Combined Financial Information on page 134 for a more detailed explanation of the accounting treatment for the Transaction).

- *Index inclusion*: the fact that our shares would be expected to be included in the FTSE All-Share and FTSE 100 indices with a weighting reflecting our full market capitalization (i.e., both Class A Shares and Class B Shares). Because these indices are widely tracked by investors, we expect this inclusion to have positive impact on overall demand for our shares.

- *Flexibility in issuing equity and debt*: the fact that the Transaction would result in a single publicly traded entity that would facilitate equity and debt issuances, including on an SEC-registered basis.

**The Offer (page 53)**

If the offer is completed:

- for every Royal Dutch ordinary share in New York registry form you tender, you will receive one Class A ADR. Each Class A ADR will represent two Class A Shares; and

- for every Royal Dutch ordinary share in bearer or Hague registry form you tender, you will receive two Class A Shares.

Assuming that all outstanding Royal Dutch ordinary shares are tendered, a total of 4,139,040,000 Class A Shares, including Class A Shares represented by Class A ADRs, will be in issue.

**Conditions to the Offer (page 53)**

Our obligation to accept Royal Dutch ordinary shares for exchange is subject to the satisfaction or, if permitted and consented to by Royal Dutch and Shell Transport, waiver of the conditions to the offer. These conditions are set forth more fully under the heading “The Offer — Conditions to the Offer” on page 53 and include, but are not limited to, the following:

- the number of Royal Dutch ordinary shares that have been validly tendered for exchange before the expiration of the offer and that have not been withdrawn representing at least 95% of the issued share capital of Royal Dutch that is then outstanding (the “minimum acceptance condition”);

- prior to the expiration date of the offer, the Royal Dutch Annual General Meeting having been held in accordance with Dutch law to inform Royal Dutch shareholders about the offer and the Royal Dutch Annual General Meeting having resolved to approve the entering into by Royal Dutch of the implementation agreement;

- the sanctioning of the Scheme of Arrangement by the UK High Court and the subsequent registration of the order sanctioning the Scheme of Arrangement by the Registrar of Companies of England and Wales (the “scheme condition”); and

- approval of applications to list and trade our ordinary shares on Euronext Amsterdam and the London Stock Exchange and our ADRs on the New York Stock Exchange, subject only to the limited conditions described under the applicable clause under the heading “The Offer — Conditions to the Offer” on page 53.

We may, with Royal Dutch’s and Shell Transport’s prior written consent, waive the minimum acceptance condition and certain other conditions to the offer.

**Conditions to the Scheme of Arrangement (page 67)**

The Scheme of Arrangement is subject to the satisfaction or, if consented to by Royal Dutch, waiver of certain conditions. These conditions are set forth more fully under the heading "The Scheme of Arrangement — Conditions to the Scheme of Arrangement" on page 67 and include, but are not limited to, the following

- the conditions to the offer (other than the scheme condition) having been satisfied or waived on or before the date on which the order sanctioning the Scheme of Arrangement is made or expressed to take effect;
- receipt of specified approvals by the Shell Transport shareholders, the sanctioning of the Scheme of Arrangement by the UK High Court and the subsequent registration of the order sanctioning the Scheme of Arrangement by the Registrar of Companies of England and Wales; and
- approval of applications to list and trade our ordinary shares on Euronext Amsterdam and the London Stock Exchange and to list our ADRs on the New York Stock Exchange, subject only to the limited conditions described under the applicable clause under the heading "The Scheme of Arrangement — Condition to the Scheme of Arrangement".

Shell Transport may, with Royal Dutch's prior written consent, waive certain conditions to the Scheme of Arrangement.

## The Offer

**Procedures for Tendering (page 56)**

If you hold your Royal Dutch ordinary shares in New York registry form in a brokerage or custody account, you should instruct your broker, dealer, commercial bank, trust company or other entity through which you hold your Royal Dutch ordinary shares in New York registry form to arrange to tender your Royal Dutch ordinary shares in the offer to the U.S. exchange agent in book-entry form through The Depository Trust Company's ("DTC") automated tender offer system (ATOPs).

If you hold one or more share certificates for Royal Dutch ordinary shares in New York registry form, to accept the offer, complete and sign the enclosed letter of transmittal and deliver it, before the expiration date of the offer, together with share certificate(s) representing your Royal Dutch ordinary shares in New York registry form and any other required documents, to JPMorgan Chase Bank, N.A., the U.S. exchange agent for the offer, at one of the addresses set forth on the letter of transmittal.

Holders of Royal Dutch ordinary shares in bearer form who hold their Royal Dutch ordinary shares with a bank or stockbroker should make their acceptance of the offer known to the Dutch exchange agent, ABN AMRO, via their respective bank or stockbroker during the period beginning on May 20, 2005 and ending on the expiration date of the offer.

The bank or stockbroker may set an earlier deadline for communication by holders of such Royal Dutch ordinary shares in bearer form in order to permit the bank or stockbroker to communicate their acceptances to ABN AMRO in a timely manner.

Holders of Royal Dutch ordinary shares in Hague registry form registered in the name of the relevant holders (*aandelen op naam*) will receive an application form to make their acceptance of the offer known. The application form should be completed, signed and returned so as to reach ANT at PO Box 11063, 1001 GB Amsterdam, The Netherlands, by no later than the expiration date of the offer.

Holders of Royal Dutch ordinary shares in bearer form represented by already issued share certificates to bearer provided with separate dividend coupons (*K-stukken*) should note that, in accordance with Royal Dutch's articles of association, such certificates have been abolished. If such holders wish to tender these Royal Dutch ordinary shares, they should make their acceptance known by transferring their certificates via their bank or stockbroker to the Dutch exchange agent, ABN AMRO, during the period beginning on May 20, 2005 and ending on the expiration date of the offer. The bank or stockbroker may set an earlier deadline for communication by holders of such Royal Dutch ordinary shares in bearer form in order to permit the bank or stockbroker to communicate their acceptances to ABN AMRO in a timely manner.

**Offer Period and Extension (page 54)**

The offer is currently scheduled to expire at 5:00 p.m. New York City time (11:00 p.m. Amsterdam time) on July 18, 2005; however, we may, from time to time, extend the offer until all the conditions listed in this prospectus under the heading "The Offer — Conditions to the Offer" beginning on page 53 have been satisfied o waived.

If we extend the offer, we will make an announcement to that effect no later than 3:00 a.m. New York City time (9:00 a.m. Amsterdam time) on the next Euronext Amsterdam trading day after the previously scheduled expiration date.

We reserve the right to provide a subsequent offer period (also known as a "grace period") of up to 15 Euronext Amsterdam trading days, but in no event more than 20 U.S. business days, following the expiration date of the offer. If we decide to provide a subsequent offer period, it will not commence until we have determined that all conditions to the offer (including the scheme condition) have been satisfied or, to the extent permitted, waived.

During a subsequent offer period, if provided, you would be permitted to tender Royal Dutch ordinary shares that you did not tender in the offer. A subsequent offer period, if provided, is not an extension of the offer. If you tender Royal Dutch ordinary shares during a subsequent offer period, you will not be able to withdraw your tendered shares. We would promptly accept for exchange any Royal Dutch ordinary shares tendered during a subsequent offer period at the same exchange ratio as in the offer. Any subsequent offer period will be announced simultaneously with an announcement that the offer has become unconditional (*gestanddoening*), and we have accepted shares for exchange in the offer.

As it is expected that we will not be able to determine that the scheme condition has been satisfied until after the expiration date of the offer (which determination is expected to occur on July 20, 2005), the subsequent offer period, if any, would commence after such determination. Subject to the satisfaction or, to the extent permitted, waiver of all conditions to the offer other than the scheme condition, we expect to make a public announcement on or immediately prior to the date of the hearing by the UK High Court of the petition to sanction the Scheme (the "hearing date"), stating that all conditions except for the scheme condition have been satisfied or waived, and subject to and immediately upon the satisfaction of the scheme condition, the offer will thereafter automatically be declared to be unconditional (*gestand gedaan*) upon the registration of the order sanctioning the Scheme by the Registrar of Companies of England and Wales.

**Withdrawal Rights (page 59)**

You will have the right to withdraw tendered Royal Dutch ordinary shares prior to the expiration date of the offer. Once the offer has expired, you will not be able to withdraw any Royal Dutch ordinary shares that you have tendered. You should be aware that we will not be able to determine if the scheme condition has been satisfied until the order sanctioning the Scheme of Arrangement has been registered by the Registrar of Companies of England and Wales. Consequently, you will not be able to withdraw your tendered Royal Dutch ordinary shares during the period between the expiration date of the offer and the determination of whether or not the scheme condition has been satisfied, which is expected to occur on July 20, 2005. Further, we will not be obligated to accept tendered Royal Dutch ordinary shares unless the scheme condition has been satisfied.

**Risk Factors (page 25)**

In deciding whether to tender your Royal Dutch ordinary shares, you should carefully consider the risks described under "Risk Factors".

**Delisting of Royal Dutch Ordinary Shares (page 64)**

Following completion of the offer and depending on the level of acceptance, we intend to request that Royal Dutch seeks to delist the Royal Dutch ordinary shares from the London Stock Exchange and Euronext Amsterdam and the Royal Dutch ordinary shares in New York registry form from the New York Stock Exchange. In addition, depending on the number of Royal Dutch ordinary shares in New York registry form acquired

pursuant to the offer, the Royal Dutch ordinary shares in New York registry form may no longer be eligible for trading on the New York Stock Exchange. While the Royal Dutch ordinary shares could continue to be traded in the over-the-counter market and price quotations could be reported, there can be no assurance that such a over-the-counter market will develop. The extent of the public market for Royal Dutch ordinary shares and the availability of such quotations would depend upon such factors as the number of holders remaining at such time, the interest on the part of securities firms in maintaining a market in Royal Dutch ordinary shares, and the possible termination of registration of Royal Dutch ordinary shares under the Exchange Act, which would adversely affect the amount of publicly available information with respect to Royal Dutch.

**Regulatory Matters (page 52)**

It is a condition to completion of the offer that all necessary filings or applications have been made in connection with the Transaction and all statutory or regulatory obligations in any jurisdiction have been complied with in connection with the Transaction except as noted in clause (vii) under the heading "The Offer — Conditions to the Offer" on page 53.

**Appraisal Rights (page 52)**

There are no appraisal rights with respect to the offer or the Transaction.

**Material Tax Consequences (page 74)**

The exchange of Royal Dutch ordinary shares pursuant to the offer will not be a taxable transaction for U.S. federal income tax purposes for U.S. holders. U.S. holders of Royal Dutch ordinary shares who are neither resident nor ordinarily resident in the UK for UK tax purposes will not generally be subject to UK taxation o chargeable gains in respect of the exchange of Royal Dutch ordinary shares pursuant to the offer unless they carry on a trade, profession or vocation in the UK through a branch or agency or a permanent establishment and their Royal Dutch ordinary shares are or have been used, held or acquired for the purposes of such trade, branch, agency or permanent establishment. U.S. holders of Royal Dutch ordinary shares who are not resident in The Netherlands will generally not be subject to Dutch taxes in respect of the exchange of Royal Dutch ordinary shares in the offer.

You are advised to consult your own tax advisor concerning the particular tax consequences to you of tendering your Royal Dutch ordinary shares in the offer.

See "Material Tax Consequences" on page 74.

**Shareholders' Meetings**

***Royal Dutch Annual General Meeting to Approve the Implementation Agreement and Consider the Offer***

The Royal Dutch annual general meeting will be held at 10:30 a.m. Amsterdam time on June 28, 2005 at the Circus Theater in The Hague.

The agenda for the Royal Dutch annual general meeting will include the following matters specifically related to the Transaction:

(1) explanation and discussion of the offer in accordance with section 9q of the Dutch 1995 Decree on the Supervision of the Securities Trade; and

(2) approval of the implementation agreement.

In addition, the agenda will also include the proposal, which will not be subject to the Offer being declared unconditional (*gestanddoening*), that the Royal Dutch Annual General Meeting resolves to amend the Royal Dutch articles of association and to grant the Royal Dutch Board of Management authorisation to buy back all the outstanding Royal Dutch priority shares and subsequently cancel all the Royal Dutch priority shares thus obtained.

The Royal Dutch Annual General Meeting will be called on or about May 27, 2005 in accordance with past practice and in accordance with the Royal Dutch articles of association and Dutch law.

A majority vote of Royal Dutch Shareholders is required to approve the implementation agreement

As of May 13, 2005, the directors of Royal Dutch and managing directors of the companies of the Royal Dutch/ Shell Group and Royal Dutch's affiliates beneficially owned and were entitled to vote approximately 102,547 Royal Dutch ordinary shares representing less than 1% of the shares outstanding on that date.

***Shell Transport Meetings to Approve Scheme of Arrangement***

The Scheme of Arrangement is subject to approval at the court meeting by a majority in number representing three-fourths in value of those Shell Transport ordinary shareholders present and voting, either in person or by proxy (including those holders of Shell Transport bearer warrants present and voting, either in person or by proxy at the meeting) and its implementation will also require the approval of Shell Transport shareholders at the separate Shell Transport Extraordinary General Meeting to be held on June 28, 2005 by not less than 75 per cent of the Shell Transport shareholders as (being entitled to do so) vote in person or by proxy.

**Important Dates**

| Event | Date |
|---|---|
| Commencement of the offer | May 19, 2005 |
| Latest time for lodging forms of proxy for the Royal Dutch Annual General Meeting | June 21, 2005 |
| Royal Dutch Annual General Meeting | June 28, 2005, 10:30 a.m. Amsterdam time |
| Shell Transport Annual General Meeting | June 28, 2005, 11:00 a.m. London time |
| Shell Transport Court Meeting | June 28, 2005, 12:00 noon London time[a] |
| Shell Transport Extraordinary General Meeting | June 28, 2005, 12:10 p.m. London time[b] |
| Expiration date of the offer | July 18, 2005, 5:00 p.m. New York City time, (11:00 p.m. Amsterdam time) unless the offer is extended in accordance with Dutch and U.S. federal securities laws (in which case an announcement to that effect will be made no later than the next Euronext Amsterdam trading day) |
| Expected announcement that the offer is unconditional (*gestand wordt gedaan*), except for the Scheme Condition | July 19, 2005, 2:00 a.m. New York City time (8:00 a.m. Amsterdam time)[d] |
| Hearing of petition to sanction the Scheme of Arrangement | July 19, 2005, 10:30 a.m. London time[a] |
| Expected date of registration of the order sanctioning the Scheme by the Registrar of Companies in England and Wales | July 20, 2005 by 9:00 a.m. Amsterdam time (8:00 a.m. London time)[c] |
| Expected date that the offer will be declared unconditional (*gestanddoening*) and the Royal Dutch ordinary shares will be accepted for exchange | July 20, 2005, before opening Euronext Amsterdam, unforeseen circumstances excepted [c] |
| Expected commencement of subsequent offer period assuming July 20, 2005 as the date of acceptance of shares for exchange | July 20, 2005 |
| Effective date of the Transaction, expected date and time of commencement of dealings of our ordinary shares on Euronext Amsterdam and the London Stock Exchange | July 20, 2005, 9:00 a.m. Amsterdam time, (8:00 a.m. London time)[c][d][e] |
| Expected date of listing and time of start of trading of our ADRs on the New York Stock Exchange | July 20, 2005, 9:30 a.m. (New York City time)[c][d] |
| Expected settlement date | No later than July 25, 2005[c] |
| End of subsequent offer period, if any, assuming July 20, 2005 as the date of acceptance of shares for exchange | August 9, 2005, 9:00 a.m. New York City time, (3:00 p.m. Amsterdam time)[c][d] |

(a) Or as soon thereafter as the Shell Transport Annual General Meeting is concluded or adjourned.

(b) Or as soon thereafter as the Court Meeting is concluded or adjourned.

(c) These dates are indicative only and will depend, *inter alia*, on the date upon which the High Court sanctions the Scheme.

(d) Unless the offer is extended in accordance with Dutch and U.S. federal securities laws.

(e) Or as soon thereafter as the order sanctioning the Scheme has been registered by the Registrar of Companies in England & Wales.

## SUMMARY HISTORICAL FINANCIAL DATA

Presented below is summary historical financial data for Royal Dutch Shell as at and for the period ended December 31, 2004 and as at and for the quarter ended March 31, 2005 and for the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport as at and for each of the years in the five-year period ended December 31, 2004 and as at and for the quarters ended March 31, 2004 and 2005. The summary historical financial data of Royal Dutch Shell has been derived from Royal Dutch Shell's audited financial statements and unaudited financial information included elsewhere in this prospectus, which have been prepared in accordance with UK GAAP or, in the case of condensed interim financial information as at and for the periods ended March 31, 2004 and 2005, International Financial Reporting Standards. The summary historical financial data for each of the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport has been derived from the "Selected Financial Data" and their respective audited financial statements included in the Form 20-F, which is incorporated by reference in this prospectus, and unaudited financial information included in the Q1 Form 6-K, which is incorporated by reference in this prospectus. The historical financial information of the Royal Dutch/ Shell Group has been prepared in accordance with U.S. GAAP or, in the case of condensed interim financial information as at and for the quarters ended March 31, 2004 and 2005, International Financial Reporting Standards, and presented in U.S. dollars. The historical financial information of Royal Dutch has been prepared in accordance with Netherlands GAAP or, in the case of condensed interim financial information as at and for the quarters ended March 31, 2004 and 2005, International Financial Reporting Standards, and presented in euros. The historical financial information of Shell Transport has been prepared in accordance with UK GAAP or, in the case of condensed interim financial information as at and for the quarters ended March 31, 2004 and 2005, International Financial Reporting Standards, and presented in pounds sterling.

You should read the following summary historical financial data together with the financial information of Royal Dutch Shell included elsewhere in this prospectus, the financial information of the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport and the section entitled "Discussion and Analysis of Financial Condition and Results of Operations" included in the Form 20-F, which is incorporated by reference into this prospectus, and the condensed interim financial reports of the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport and the section entitled "Discussion and Analysis of Financial Condition and Results of Operations" included in the Q1 Form 6-K, which is incorporated by reference in this prospectus.

**Royal Dutch Shell**

Royal Dutch Shell has not engaged in any operational activities since its incorporation. Apart from the contemplated Transaction, Royal Dutch Shell has only borne the costs of administration expenses, acquired investments and issued share capital. At December 31, 2004, the end of its most recent fiscal year, under UK GAAP, Royal Dutch Shell had accumulated net profits of $1 million, total assets of $404 million and shareholders' funds of $397 million. Under U.S. GAAP, at December 31, 2004 Royal Dutch Shell's accumulated losses were $2 million, its total assets were $404 million and its shareholders' funds were $397 million. At March 31, 2005, the end of its most recent fiscal period, under International Financial Reporting Standards, Royal Dutch Shell had accumulated net profits of $2 million, total assets of $386 million and total equity of $379 million. Under U.S. GAAP, at March 31, 2005, Royal Dutch Shell's accumulated losses were $1 million, its total assets were $386 million and its shareholders' funds were $379 million.

**Royal Dutch/ Shell Group**

**(Prepared in accordance with U.S. GAAP)**

| | 2004 | 2003[a] | 2002[a] | 2001[a] | 2000[a] |
|---|---|---|---|---|---|
| | | | $ million | | |
| **Income statement data** (year ended December 31) | | | | | |
| **Sales proceeds** | | | | | |
| Oil and gas[b] | 308,660 | 243,566 | 202,861 | 149,005 | 161,219 |
| Chemicals | 27,780 | 19,459 | 14,659 | 13,767 | 15,658 |
| Other | 1,082 | 864 | 767 | 589 | 481 |
| **Gross proceeds** | 337,522 | 263,889 | 218,287 | 163,361 | 177,358 |
| Sales taxes, excise duties and similar levies | 72,332 | 65,527 | 54,834 | 40,908 | 41,122 |
| **Net proceeds**[c] | 265,190 | 198,362 | 163,453 | 122,453 | 136,236 |
| **Earnings by industry segment** | | | | | |
| Exploration & Production | 8,957 | 8,590 | 6,641 | 7,882 | 9,902 |
| Gas & Power | 2,069 | 2,271 | 747 | 1,199 | 92 |
| Oil Products | 6,281 | 2,821 | 2,485 | 1,919 | 3,371 |
| Chemicals | 930 | (209) | 565 | 127 | 1,031 |
| Other industry segments | (141) | (267) | (110) | (287) | (12) |
| **Total operating segments** | 18,096 | 13,206 | 10,328 | 10,840 | 14,384 |
| Corporate | (847) | (820) | (684) | (216) | (706) |
| Minority interests | (626) | (353) | (175) | (360) | (357) |
| **Income from continuing operations** | 16,623 | 12,033 | 9,469 | 10,264 | 13,321 |
| Income from discontinued operations, net of tax | 1,560 | 25 | 187 | 37 | (508) |
| Cumulative effect of a change in accounting principle, net of tax | — | 255 | — | — | — |
| **Net income** | 18,183 | 12,313 | 9,656 | 10,301 | 12,813 |
| **Assets and liabilities data** (at December 31) | | | | | |
| Total fixed and other long-term assets | 130,963 | 125,946 | 111,476 | 80,729 | 76,836 |
| Net current assets/(liabilities) | 1,184 | (10,813) | (13,546) | (2,750) | 3,778 |
| Total debt | 14,422 | 20,127 | 19,691 | 5,820 | 7,427 |
| **Parent Companies' interest in Royal Dutch/ Shell Group net assets** | 84,576 | 72,497 | 60,276 | 56,142 | 57,616 |
| Minority interests | 5,309 | 3,415 | 3,568 | 3,466 | 2,897 |
| **Capital employed** | 104,307 | 96,039 | 83,535 | 65,428 | 67,940 |
| **Cash flow data** (year ended December 31) | | | | | |
| **Cash flow provided by operating activities** | 25,587 | 21,719 | 16,283 | 16,905 | 18,278 |
| Capital expenditure (including acquisitions) | 12,734 | 12,252 | 21,027 | 9,598 | 6,128 |
| **Cash flow used in investing activities** | 5,643 | 8,252 | 20,633 | 9,080 | 1,490 |
| Dividends paid | 8,754 | 6,548 | 7,189 | 9,627 | 5,501 |
| **Cash flow used in financing activities** | 12,792 | 12,586 | 53 | 11,562 | 9,125 |
| **Increase/(decrease) in cash and cash equivalents** | 6,507 | 396 | (5,114) | (4,761) | 7,388 |
| **Other statistics** | | | | | |
| Total debt ratio[d] | 13.8% | 21.0% | 23.6% | 8.9% | 10.9% |

(a) As set out in the Form 20-F, the financial statements for these periods have been restated.

(b) Certain prior period amounts have been reclassified, resulting in a reduction in sales proceeds and a corresponding reduction in cost of sales following the implementation of US accounting guidance EITF Issue No. 02-03.

(c) Includes net proceeds related to buy/ sell contracts of $24,744, $19,795 and $14,267 in 2004, 2003 and 2002, respectively. Costs related to these buy/ sell contracts were $24,719, $19,713, and $14,419 in 2004, 2003 and 2002, respectively.

(d) The total debt ratio is defined as short-term plus long-term debt as a percentage of capital employed. Capital employed is Royal Dutch/ Shell Group net assets before deduction of minority interests plus short-term and long-term debt. Management of the Royal Dutch/ Shell Group believes that the debt ratio calculated on this basis (rather than the ratio of total debt to shareholders' equity) is useful to investors because it takes account of all amounts of capital employed in the

business. Management uses this measure to assess the level of debt relative to the capital invested in the business. The derivation of capital employed from Royal Dutch/ Shell Group net assets is shown in the table above.

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**Royal Dutch/Shell Group**

**(Prepared in accordance with IFRS)**

| | First Quarter 2005 | First Quarter 2004 |
|---|---|---|
| | $ million | |
| **Income statement data** | | |
| **Sales proceeds** | | |
| Oil and gas | 81,499 | 68,610 |
| Chemicals | 8,277 | 5,768 |
| Other | 292 | 370 |
| **Gross proceeds** | 90,068 | 74,748 |
| Sales taxes, excise duties and similar levies | 17,912 | 17,480 |
| **Revenue**[a] | 72,156 | 57,268 |
| **Earnings by industry segment**[b] | | |
| Exploration & Production | 2,955 | 2,707 |
| Gas & Power | 476 | 522 |
| Oil Products | 3,051 | 1,573 |
| Chemicals | 663 | 201 |
| Other industry segments | (8) | (16) |
| **Total operating segments** | 7,137 | 4,987 |
| Corporate | (119) | (160) |
| **Income from continuing operations** | 7,018 | 4,827 |
| Income from discontinued operations | (214) | 20 |
| **Income for the period** | 6,804 | 4,847 |
| Attributable to minority interests | 131 | 145 |
| **Income attributable to Parent Companies** | 6,673 | 4,702 |

| | As at March 31, 2005 | As at December 31, 2004 |
|---|---|---|
| **Balance sheet data** | | |
| Total assets | 195,499 | 186,664 |
| Total liabilities | 106,160 | 101,252 |
| Total debt | 13,732 | 14,653 |
| **Equity attributable to Parent Companies** | 83,662 | 80,099 |
| Minority interests | 5,677 | 5,313 |
| **Total equity** | 89,339 | 85,412 |
| **Total liabilities and equity** | 195,499 | 186,664 |
| **Cash flow data** | | |
| **Cash flow from operating activities** | 8,093 | 8,118 |
| Capital expenditure | 2,934 | 2,636 |
| **Cash flow from investing activities** | 1,898 | 1,289 |
| Dividends paid | 5,184 | 46 |
| **Cash flow from financing activities** | 5,667 | 3,033 |
| **Increase/(decrease) in cash and cash equivalents** | 435 | 3,781 |
| **Other statistics** | | |
| Total debt ratio[c] | 13.3% | 14.6% |

(a) Includes net proceeds related to buy/sell contracts: 7,155 5,625
Includes costs related to buy/sell contracts: 7,114 5,619

(b) Segment results include equity accounted investments and after tax, which is the basis upon which they are appraised by management.

(c) The total debt ratio is defined as total debt as a percentage of total equity plus total debt. Management of the Royal Dutch/ Shell Group believes that the debt ratio calculated on this basis (rather than the ratio of total debt to shareholders' equity) is useful to investors because it takes account of all amounts of capital employed in the business. Management uses this measure to assess the level of debt relative to the capital invested in the business.

**Royal Dutch**

**(Prepared in accordance with Netherlands GAAP)**

| | per €0.56 ordinary share[a] | | | | |
|---|---|---|---|---|---|
| | 2004 | 2003[b] | 2002[b] | 2001[b] | 2000[b] |
| Net assets — € | 19.63 | 18.29 | 18.49 | 20.35 | 19.63 |
| Total assets — € | 19.63 | 18.30 | 18.49 | 20.36 | 19.64 |
| Basic earnings — €[c] | 4.31 | 3.15 | 2.96 | 3.30 | 3.91 |
| from continuing operations | 3.94 | 3.14 | 2.90 | 3.29 | 4.06 |
| from discontinued operations | 0.37 | 0.01 | 0.06 | 0.01 | (0.15) |
| Diluted earnings — €[c] | 4.30 | 3.15 | 2.96 | 3.30 | 3.91 |
| from continuing operations | 3.93 | 3.14 | 2.90 | 3.29 | 4.06 |
| from discontinued operations | 0.37 | 0.01 | 0.06 | 0.01 | (0.15) |
| Dividends declared — € | 1.79(d) | 1.76 | 1.72 | 1.66 | 1.59 |
| Dividends — equivalent payment in US dollars | 2.23(d) | 2.06 | 1.80 | 1.50 | 1.40 |

(a) Following the redenomination from guilders into euros in May 2002, the authorised share capital of Royal Dutch as set forth in its Articles of Association consists of 3,198,800,000 ordinary shares, par value €0.56 each, and 1,500 priority shares, par value €448 each. The number of ordinary shares and priority share issued and paid up at the end of 2000 was 2,144,296,352 ordinary shares and 1,500 priority shares, at the end of 2001 was 2,126,647,800 ordinary shares and 1,500 priority shares, at the end of 2002 was 2,099,285,000 ordinary shares and 1,500 priority shares, and at the end of 2003 were 2,083,500,000 ordinary shares and 1,500 priority shares, and at the end of 2004 was 2,081,725,000 ordinary shares and 1,500 priority shares. The issued and paid-up share capital at the end of 2000 was €1,216,979,748, at the end of 2001 was €1,206,969,043, at the end of 2002 was €1,176,271,600, at the end of 2003 was €1,167,432,000 and at the end of 2004 was €1,166,438,000.

(b) As set out in the Form 20-F, the financial statements for these periods have been restated.

(c) The basic earnings per share amounts shown are related to profit after taxation and after deducting the 4% cumulative preference dividend on priority shares. The 2004 calculation uses a weighted-average number of 2,023,212,126 shares (2003: 2,036,687,755; 2002: 2,057,657,737; 2001: 2,095,731,261; 2000: 2,128,592,305). The basic earnings per share number has been restated to exclude shares held by Group companies for stock options and other incentive compensation plans. For the purpose of the calculation, shares repurchased under the buyback programme are deemed to have been cancelled on purchase date.

The diluted earnings per share are based on the same profit figures. For this calculation, weighted-average number of shares is increased by 2,283,163 for 2004 (2003: 674,120; 2002: 442,580; 2001: 1,124,897; 2000: 1,394,975). These numbers relate to stock options schemes as mentioned above.

(d) Includes interim dividend of €0.75 ($0.90) made payable in September 2004 and a second interim dividend of €1.04 ($1.33) made payable in March 2005. This together will constitute the total dividend for 2004, subject to finalization by the General meeting of Shareholders to be held on June 28, 2005.

**Royal Dutch**

**(Prepared in accordance with IFRS)**

| | per €0.56 ordinary share[a] | |
|---|---|---|
| | Quarter ended March 31, 2005 | Quarter ended March 31, 2004 |
| Net assets — € | 46.62 | 19.25 |
| Total assets — € | 46.82 | 19.26 |
| Basic earnings — €[b] | 0.59 | 1.08 |
| Diluted earnings — €[b] | 0.59 | 1.08 |
| Dividends declared — € | 0.46(c) | — |
| Dividends — equivalent payment in US dollars | 0.59(c) | — |

(a) Following the redenomination from guilders into euros in May 2002, the authorised share capital of Royal Dutch as set forth in its Articles of Association consists of 3,198,800,000 ordinary shares, par value €0.56 each, and 1,500 priority shares, par value €448 each. The number of ordinary shares and priority shares issued and paid up at the end of March 31, 2004 was 2,083,500,000 ordinary shares and 1,500 priority shares and at the end of March 31, 2005 was 2,081,725,000 ordinary shares and 1,500 priority shares. The issued and paid-up share capital at the end of March 31, 2004 was €1,167,432,000 and at the end of March 31, 2005 was €1,166,438,000.

(b) The basic earnings per share calculation uses a weighted-average number of shares at March 31, 2005 of 2,011,503,515 (March 31, 2004: 2,033,223,756). The basic earnings per share number has been restated to exclude shares held by Group companies for stock options and other incentive compensation plans. For the purpose of the calculation, shares repurchased under the buyback programme are deemed to have been cancelled on purchase date.

The same earnings figure is used in the basic and diluted earnings per share calculation. For the diluted earnings per share calculation, the weighted-average number of shares has increased by 5,970,220 for March 31, 2005 (March 31, 2004: 15,033). These numbers relate to stock options schemes as mentioned above.

(c) Includes an interim dividend of €0.46 ($0.59) to be paid on June 15, 2005.

**Shell Transport**

**(Prepared in accordance with UK GAAP)**

| | per 25p ordinary share[a] | | | | |
|---|---|---|---|---|---|
| | 2004 | 2003[b] | 2002[b] | 2001[b] | 2000[b] |
| Net assets — pence | 187.1 | 173.1 | 161.2 | 169.3 | 164.9 |
| Total assets — pence | 198.2 | 183.1 | 170.7 | 178.5 | 173.9 |
| Adjusted basic earnings — continuing operations (pro forma) — pence | 37.9 | 30.7 | 26.0 | 29.2 | 36.8 |
| Adjusted basic earnings — discontinued operations (pro forma) — pence | 3.6 | 0.1 | 0.5 | 0.1 | (1.4) |
| Adjusted basic earnings (pro forma) — pence[c] | 41.5 | 30.8 | 26.5 | 29.3 | 35.4 |
| Adjusted diluted earnings — continuing operations (pro forma) — pence | 37.9 | 30.7 | 26.0 | 29.2 | 36.7 |
| Adjusted diluted earnings — discontinued operations (pro forma) — pence | 3.6 | 0.1 | 0.5 | 0.1 | (1.4) |
| Adjusted diluted earnings (pro forma) — pence[c] | 41.5 | 30.8 | 26.5 | 29.3 | 35.3 |
| Dividends declared — pence | 16.95(d) | 15.75 | 15.25 | 14.80 | 14.60 |

(a) The authorised share capital of Shell Transport as set forth in its Memorandum of Association consists of £2,500,000,000 divided into 9,948,000,000 Ordinary shares of 25 pence each and 3,000,000 First Preference shares of £1 each and 10,000,000 Second Preference shares of £1 each.

(b) As set out in the Form 20-F, the financial statements for these periods have been restated.

(c) Adjusted earnings includes Shell Transport's share of earnings retained by companies of the Royal Dutch/Shell Group. A reconciliation between this Adjusted earnings per share measure and Shell Transport's earnings per share is provided on page S2 of the Form 20-F. The basic earnings per share amounts shown are calculated after deducting 5.5% and 7% cumulative dividend on First and Second Preference shares respectively. The calculation uses a weighted-average numbe of shares of 9,480,407,909 (2003: 9,528,797,724; 2002: 9,608,614,760; 2001: 9,758,574,437; 2000: 9,882,388,055). The basic earnings per share calculation has been restated to exclude shares held by Group companies for share options and other incentive compensation plans. The same earnings figure is used in the basic and diluted earnings per share calculation. For the diluted earnings per share calculation the weighted-average number of shares is increased by 4,772,177 for 2004 (2003: 2,722,083; 2002: 4,661,292; 2001: 12,602,362; 2000: 17,170,048). These numbers relate to share option schemes as mentioned above.

(d) Includes an interim dividend of 6.25p paid on September 15, 2004, and a second interim dividend of 10.7p paid on March 15, 2005.

The number of issued and paid up Ordinary shares, First Preference shares and Second Preference shares of Shell Transport at the end of 2000-2004 inclusive was:

| | Number of issued shares | | | |
|---|---|---|---|---|
| | 2004 | 2002-2003 | 2001 | 2000 |
| Ordinary share | 9,624,900,000 | 9,667,500,000 | 9,748,625,000 | 9,943,509,726 |
| First Preference | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 |
| Second Preference | 10,000,000 | 10,000,000 | 10,000,000 | 10,000,000 |

The amount of issued and paid up share capital of Shell Transport at the end of 2000-2004 inclusive was:

| | Issued and paid up capital (£) | | | |
|---|---|---|---|---|
| | 2004 | 2002-2003 | 2001 | 2000 |
| | 2,418,225,000 | 2,428,875,000 | 2,449,156,250 | 2,497,877,432 |

| | per New York Share[a] | | | | |
|---|---|---|---|---|---|
| | 2004 | 2003 | 2002 | 2001 | 2000 |
| Dividends and tax credits — equivalent payment in US dollars | 1.89 | 1.62 | 1.44 | 1.29 | 1.24 |

(a) One New York share, which is evidenced by a Depositary Receipt, equals six 25p Ordinary shares.

**Shell Transport**

**(Prepared in accordance with IFRS)**

| | per 25p ordinary share[a] | |
|---|---|---|
| | Quarter ended March 31, 2005 | Quarter ended March 31, 2004 |
| Net assets — pence | 473.3 | 177.0 |
| Total assets — pence | 473.7 | 186.9 |
| Basic earnings — pence[b] | 5.8 | — |
| Diluted earnings — pence[b] | 5.8 | — |
| Dividend declared — pence[c] | 4.55 | — |

(a) The authorised share capital of Shell Transport as set forth in its Memorandum of Association consists of £2,500,000,000 divided into 9,948,000,000 Ordinary shares of 25 pence each and 3,000,000 First Preference shares of £1 each and 10,000,000 Second Preference shares of £1 each.

(b) The basic earnings per share calculation uses a weighted average number of shares at March 31, 2005 of 9,434,732,591 (March 31, 2004: 9,519,320,000). The basic earnings per share calculation has been restated to exclude shares held by Group companies for share options and other incentive compensation plans. The same earnings figure is used in the basic and diluted earnings per share calculation. For the diluted earnings per share calculation the weighted-average number o shares is increased by 20,290,426 for March 31, 2005 (March 31, 2004: 279,000). These numbers relate to share option schemes mentioned above.

(c) Includes an interim dividend of 4.55p to be paid on June 15, 2005.

The number of issued and paid up Ordinary shares, First Preference shares and Second Preference shares of Shell Transport at the end of March 31, 2004 and March 31, 2005 was:

| | Number of issued shares | |
|---|---|---|
| | Quarter ended March 31, 2005 | Quarter ended March 31, 2004 |
| Ordinary share | 9,603,350,000 | 9,667,500,000 |
| First Preference | 2,000,000 | 2,000,000 |
| Second Preference | 10,000,000 | 10,000,000 |

The amount of issued and paid up share capital of Shell Transport at the end of March 31, 2004 and March 31, 2005 inclusive was:

| | Issued and paid up share capital (£)[a] | |
|---|---|---|
| | Quarter ended March 31, 2005 | Quarter ended March 31, 2004 |
| | 2,412,837,500 | 2,428,875,000 |

| | per New York Share[b] | |
|---|---|---|
| | Quarter ended March 31, 2005 | Quarter ended March 31, 2004 |
| Dividends and tax credits — equivalent payment in US dollars | 0.52 | — |

(a) The issued and paid up share capital includes £12,000,000 in respect of First and Second Preference shares which are classified as liabilities under IFRS.

(b) One New York share, which is evidenced by a Depositary Receipt, equals six 25p Ordinary shares.

## SUMMARY UNAUDITED CONDENSED PRO FORMA COMBINED FINANCIAL INFORMATION

The unaudited condensed pro forma combined financial information as at and for each of the years ended December 31, 2004, 2003 and 2002 has been presented in U.S. GAAP. With effect from January 1, 2005 we will present our financial statements using IFRS and 2004 periods will be restated accordingly. The unaudited condensed pro forma combined financial information as at and for the quarters ended March 31, 2005 and 2004 have been prepared in accordance with IFRS and presented in U.S. dollars. A reconciliation to U.S. GAAP is provided.

The summary unaudited condensed pro forma combined financial information of Royal Dutch Shell set forth below has been derived from the unaudited condensed pro forma combined financial information included elsewhere in this prospectus. The historical financial information of Royal Dutch Shell have been prepared in accordance with UK GAAP or, in the case of condensed interim financial information as at and for the quarters ended March 31, 2004 and 2005, International Financial Reporting Standards, and presented in U.S. dollars. The historical financial information of the Royal Dutch/ Shell Group have been prepared in accordance with U.S. GAAP or, in the case of condensed interim financial information as at and for the quarters ended March 31, 2004 and 2005, International Financial Reporting Standards, and presented in U.S. dollars. The historical financial information of Royal Dutch have been prepared in accordance with Netherlands GAAP or, in the case of condensed interim financial information as at and for the quarters ended March 31, 2004 and 2005, International Financial Reporting Standards, and presented in euros. The historical financial information of Shell Transport have been prepared in accordance with UK GAAP or, in the case of condensed interim financial information as at and for the quarters ended March 31, 2004 and 2005, International Financial Reporting Standards, and presented in pounds sterling. For the purposes of the unaudited condensed pro forma combined financial information as at and for periods ended December 31, 2004, 2003 and 2002, information derived from the financial statements of Royal Dutch Shell, Royal Dutch and Shell Transport has been converted to U.S. GAAP and presented in U.S. dollars. For purposes of the unaudited condensed pro forma combined financial information as at and for the quarters ended March 31, 2004 and 2005, information derived from the condensed interim financial information of Royal Dutch Shell, Royal Dutch and Shell Transport have been presented under IFRS and in U.S. dollars. You should read the following information together with the unaudited condensed pro forma combined financial information, including the related notes, included under “Unaudited Condensed Pro Forma Combined Financial Information” on page 134.

| | Year ended December 31, 2004 | Year ended December 31, 2003 | Year ended December 31, 2002 |
|---|---|---|---|
| | $ million (except per share amounts) | $ million (except per share amounts) | $ million (except per share amounts) |
| **(U.S. GAAP)** | | | |
| **Income statement data** | | | |
| Sales proceeds — gross | 337,522 | 263,889 | 218,287 |
| Sales proceeds — net | 265,190 | 198,362 | 163,453 |
| Operating profit | 31,907 | 21,306 | 17,848 |
| Interest and other income | 1,730 | 1,996 | 782 |
| Interest expense | (1,213) | (1,324) | (1,291) |
| Income before taxation | 32,385 | 21,747 | 17,314 |
| Net income | 18,182 | 12,322 | 9,671 |
| Earnings per share ($) | | | |
| Basic | 2.69 | 1.81 | 1.41 |
| Diluted | 2.68 | 1.81 | 1.41 |

| | As at December 31, 2004 | As at December 31, 2003 | As at December 31, 2002 |
|---|---|---|---|
| | $ million | $ million | $ million |
| **(U.S. GAAP)** | | | |
| **Balance sheet data** | | | |
| Total fixed and other long-term assets | 130,963 | 125,946 | 111,476 |
| Net current assets/(liabilities) | 7,033 | (5,203) | (7,771) |
| Total debt | 14,362 | 19,669 | 19,082 |
| Shareholders' equity | 90,425 | 78,107 | 66,051 |

| | Quarter ended March 31, 2005 | Quarter ended March 31, 2004 |
|---|---|---|
| | $ million (except per share amounts) | $ million (except per share amounts) |
| **(IFRS)** | | |
| **Income Statement Data** | | |
| Sales proceeds — gross | 90,068 | 74,748 |
| Revenue | 72,156 | 57,268 |
| Gross profit | 13,591 | 9,831 |
| Net finance costs and other income | (68) | 178 |
| Income for the period attributable to equity holders | 6,674 | 4,700 |
| Earnings per share ($) | | |
| Basic | 0.99 | 0.69 |
| Diluted | 0.99 | 0.69 |

| | As at March 31, 2005 | As at March 31, 2004 |
|---|---|---|
| | $ million (except per share amounts) | $ million (except per share amounts) |
| **(IFRS)** | | |
| **Balance Sheet Data** | | |
| Total non current assets | 123,905 | 120,280 |
| Total net current assets | 7,992 | (856) |
| Total debt | 13,694 | 17,417 |
| Total equity | 92,328 | 79,338 |

## UNAUDITED COMPARATIVE PER SHARE DATA

The following table sets forth selected information regarding earnings, dividends and book value per share for Royal Dutch ordinary shares and Shell Transport ordinary shares on historical and unaudited pro forma bases that reflect the completion of the Transaction based on the historical financial statements of Royal Dutch and Shell Transport. The pro forma data are not indicative of the results of future operations or the actual results that would have occurred had the Transaction consummated at the beginning of the periods presented. You should read this information in conjunction with Royal Dutch's and Shell Transport's financial statements, including the related notes, incorporated by reference in this prospectus and with the unaudited condensed pro forma combined information, including the related notes, included under "Unaudited Condensed Pro Forma Combined Financial Information" on page 134.

| | 2004 |
|---|---|
| **Royal Dutch (historical)** | |
| *Amounts under Netherlands GAAP* | |
| Basic earnings per share — euros | 4.31 |
| Dividends per share — euros | 1.79 |
| Book value per share — euros | 19.63 |
| *Amounts under U.S. GAAP* | |
| Basic earnings per share — euros | 4.35 |
| **Shell Transport (historical)** | |
| *Amounts under UK GAAP* | |
| Adjusted earnings — pence | 41.5 |
| Dividends per share — pence | 16.95 |
| Book value per share — pence | 187.1 |
| *Amounts under U.S. GAAP* | |
| Earnings per share — pence | 41.9 |
| **Royal Dutch Shell (pro forma)** | |
| *Amounts under U.S. GAAP* | |
| Earnings per share — dollars | 2.69 |
| Dividends per share — dollars | 1.11 |
| Book value per share — dollars | 13.36 |
| **Royal Dutch (pro forma equivalent per share)** | |
| *Amounts under U.S. GAAP* | |
| Basic earnings per share — dollars | 5.39 |
| **Shell Transport (pro forma equivalent per share)** | |
| *Amounts under U.S. GAAP* | |
| Adjusted earnings — dollars | 0.77 |

| | Quarter ended March 31, 2005 |
|---|---|
| **Royal Dutch (historical)** | |
| *Amounts under IFRS* | |
| Basic earnings per share — euros | 0.59 |
| Dividends per share — euros | 0.45 |
| Book value per share — euros | 46.62 |
| **Shell Transport (historical)** | |
| *Amounts under IFRS* | |
| Adjusted earnings — pence | 5.8 |
| Dividends per share — pence | 4.55 |
| Book value per share — pence | 473.3 |
| **Royal Dutch Shell (pro forma)** | |
| *Amounts under IFRS* | |
| Earnings per share — dollars | 0.99 |
| Dividends per share — dollars | 0.30 |
| Book value per share — dollars | 13.71 |
| **Royal Dutch (pro forma equivalent per share)** | |
| *Amounts under IFRS* | |
| Basic earnings per share — dollars | 0.78 |
| **Shell Transport (pro forma equivalent per share)** | |
| *Amounts under IFRS* | |
| Adjusted earnings — dollars | 0.11 |

## COMPARATIVE MARKET PRICE INFORMATION

Royal Dutch ordinary shares in New York registry form are listed and traded on the New York Stock Exchange under the symbol “RD”, and Shell Transport ADRs are listed and traded on the New York Stock Exchange under the symbol “SC”. The following table presents the high and low closing sales prices of Royal Dutch ordinary shares in New York registry form and Shell Transport ADRs on the New York Stock Exchange for the periods indicated.

| | Royal Dutch | | Shell Transport | |
|---|---|---|---|---|
| | High | Low | High | Low |
| | $ | $ | $ | $ |
| **1998** | | | | |
| Annual | 60.38 | 39.75 | 46.50 | 31.00 |
| **1999** | | | | |
| Annual | 67.38 | 39.56 | 52.56 | 30.50 |
| **2000** | | | | |
| Annual | 65.69 | 50.44 | 54.06 | 40.00 |
| **2001** | | | | |
| First Quarter | 64.15 | 53.63 | 52.44 | 46.35 |
| Second Quarter | 62.46 | 53.30 | 53.65 | 45.70 |
| Third Quarter | 59.09 | 39.75 | 50.97 | 38.72 |
| Fourth Quarter | 54.48 | 45.62 | 47.90 | 39.38 |
| Annual | 64.15 | 39.75 | 53.65 | 38.72 |
| **2002** | | | | |
| First Quarter | 55.48 | 46.62 | 44.87 | 38.48 |
| Second Quarter | 56.34 | 50.48 | 47.03 | 41.99 |
| Third Quarter | 57.30 | 38.60 | 46.70 | 34.59 |
| Fourth Quarter | 44.93 | 39.76 | 40.02 | 35.56 |
| Annual | 57.30 | 38.60 | 47.03 | 34.59 |
| **2003** | | | | |
| First Quarter | 46.88 | 36.69 | 41.25 | 32.28 |
| Second Quarter | 49.81 | 40.56 | 43.18 | 35.81 |
| Third Quarter | 46.79 | 42.84 | 40.25 | 37.30 |
| Fourth Quarter | 52.70 | 43.95 | 45.19 | 37.50 |
| Annual | 52.70 | 36.69 | 45.19 | 32.28 |
| **2004** | | | | |
| First Quarter | 54.00 | 45.79 | 46.17 | 39.12 |
| Second Quarter | 53.24 | 47.48 | 46.36 | 39.85 |
| Third Quarter | 53.82 | 48.94 | 47.15 | 42.58 |
| Fourth Quarter | 57.79 | 51.63 | 51.70 | 44.37 |
| Annual | 57.79 | 45.79 | 51.70 | 39.12 |
| **2005** | | | | |
| January | 58.73 | 55.37 | 52.70 | 49.78 |
| February | 63.77 | 57.95 | 57.34 | 52.52 |
| March | 65.11 | 59.10 | 58.72 | 53.40 |
| April | 62.00 | 57.75 | 56.25 | 53.38 |
| May (through May 16) | 59.75 | 56.28 | 54.93 | 50.88 |

## RISK FACTORS

*By tendering your Royal Dutch ordinary shares, you will be choosing to invest in Class A Shares or Class A ADRs. An investment in us involves risk. In addition to the other information included in this prospectus, holders of Royal Dutch ordinary shares should consider carefully the matters described below in determining whether to accept the offer.*

### Risks Related to the Transaction

**Trading prices in our ordinary shares and/or our ADRs may be subject to fluctuation.**

If you tender your Royal Dutch ordinary shares in the offer and the offer is consummated, you will either receive Class A Shares or Class A ADRs. Before completion of the Transaction, there will be no public market for our ordinary shares or our ADRs. The trading prices of our ordinary shares and/or our ADRs may be subject to wide fluctuations. Prices of our ordinary shares and/or our ADRs may fluctuate as a result of a variety of factors beyond our control, including changes in our business, operations and prospects, regulatory considerations and general market and economic conditions.

**We may fail to realize the anticipated benefits of the Transaction.**

We may not realize the anticipated benefits of the Transaction. Royal Dutch and Shell Transport are proposing the Transaction because they believe it will result in, among other things, (i) increased clarity and simplicity of governance, (ii) increased accountability, (iii) increased management efficiency and (iv) flexibility in issuing equity and debt. We may encounter substantial difficulties in achieving these anticipated benefits and/or these anticipated benefits may not materialize.

**Our Class A Shares and Class B Shares and Class A ADRs and Class B ADRs may trade at different prices.**

Upon the consummation of the Transaction, we would have two classes of ordinary shares and ADRs outstanding. Each of these may trade at different prices based on, among other things, the fact that dividends to be received by holders of Class A Shares or Class A ADRs will have a Dutch source and dividends to be received by holders of Class B Shares or Class B ADRs are intended to have a UK source (pursuant to the Dividend Access Mechanism). Prices may also differ owing to differing levels of demand in different markets for reasons external to the Royal Dutch/Shell Group such as index inclusion and relative index performance.

**Our dividend policy may be different from Royal Dutch's historical dividend policy.**

There can be no assurance that following the Transaction we will continue to declare dividends at the same rate as Royal Dutch has in the past. In setting the level of the dividend, our board will seek to increase dividends at least in line with inflation over time, with the base for the 2005 financial year being the dividends paid by Royal Dutch in respect of the financial year ended December 31, 2004. However, we may change this dividend policy at any time following completion of the Transaction.

We intend to pay dividends quarterly, rather than semi-annually (which has been Royal Dutch's previous practice). However, we may change this frequency of payment at any time following completion of the Transaction.

**Our Articles of Association and your rights thereunder will differ from the Royal Dutch Articles of Association and the rights of Royal Dutch shareholders thereunder and you may be adversely affected by these changes.**

Your rights as a holder of our ordinary shares will differ from your rights as a holder of Royal Dutch ordinary shares. In addition, differences arise due to the fact that rights of our shareholders are governed by English law, while the rights of Royal Dutch shareholders are governed by Dutch law. These differences will impact, among other things, meetings of shareholders, information rights, dividends, liquidation rights and pre-emptive rights. In addition, our articles of association require that all disputes (i) between a shareholder in its

capacity as such and us or any of our subsidiaries or any of our or our subsidiaries' directors or former directors arising out of or in connection with our articles of association or otherwise, and (ii) to the fullest extent permitted by law, between us or our subsidiaries and any of our or our subsidiaries' directors or former directors, including all claims made by us or any of our subsidiaries or on our behalf or on behalf of any of our subsidiaries against any such director, and (iii) between a shareholder in its capacity as such and any of our professional service providers (which could include our auditors, legal counsel, bankers and ADR depositaries) that have agreed with us to be bound by the arbitration and exclusive jurisdiction provisions of our articles of association, and (iv) between us and our professional service providers arising in connection with any claim under (iii) above, shall be exclusively and finally resolved by arbitration in The Hague, The Netherlands under the Rules of Arbitration of the International Chamber of Commerce. This would include all disputes arising under UK, Dutch or U.S. law (including securities laws) between covered parties. Our articles will also provide that if the arbitration provision is held for any reason by a court or other competent authority in any jurisdiction to be invalid or unenforceable in any particular dispute in that jurisdiction, the dispute may only be brought in the courts of England and Wales. These provisions may affect the ability of shareholders to obtain monetary or other relief, including for claims arising under U.S. securities and other laws and may increase the cost of seeking and obtaining recoveries in any dispute. See "Comparison of Rights of Royal Dutch Shell Shareholders and Royal Dutch Shareholders" for a summary of the material differences between your rights as a holder of our ordinary shares and as a holder of Royal Dutch ordinary shares.

**We will prepare our financial statements in accordance with International Financial Reporting Standards, which differ from the accounting standards applicable to Royal Dutch's historical financial statements.**

The condensed interim financial information included in this prospectus as at and for the quarter ended March 31, 2005 have been prepared in accordance with accounting standards under the first time adoption provisions set out in International Financial Reporting Standards 1 and the policies described in the notes to the quarterly financial information set forth in the Q1 Form 6-K and on pages G6 - G12. International Financial Reporting Standards (IFRS) is currently being applied in Europe and in other parts of the world simultaneously for the first time. Furthermore, due to a number of new and revised standards included within the body of standards that comprise IFRS, there is not yet a significant body of established practice on which to draw in forming judgements regarding interpretation and application. Accordingly, practice is continuing to evolve and the full financial effect of reporting under IFRS as it will be applied and reported on in our and the Royal Dutch/Shell Group's first IFRS Financial Statements cannot be determined with certainty at this stage.

In the future, Royal Dutch Shell will prepare its financial information in accordance with IFRS. These accounting standards and policies adopted under IFRS differ from those applicable to Royal Dutch's historical financial information included, and incorporated by reference, in this prospectus. As at the date of this prospectus, the accounting policies of Royal Dutch Shell are in accordance with both IFRS and those accounting standards that have been adopted for use in the EU.

**Risks to Royal Dutch Shareholders who do not tender their Royal Dutch Ordinary Shares in the Offer**

**The market for Royal Dutch ordinary shares will be less liquid following completion of the offer, and the value of any retained Royal Dutch ordinary shares may be lower.**

The market for Royal Dutch ordinary shares will be less liquid following completion of the offer, and the value of any Royal Dutch ordinary shares you retain may be lower following completion of the offer than before completion of the offer. The exchange of Royal Dutch ordinary shares for Class A Shares and Class A ADRs pursuant to the offer will reduce the number of holders of Royal Dutch ordinary shares as well as the number of Royal Dutch ordinary shares that might otherwise trade publicly and, depending upon the number of Royal Dutch ordinary shares so exchanged, will adversely affect the liquidity and market value of the remaining Royal Dutch ordinary shares held by the public. We may also take steps following the offer to change the corporate structure or assets of Royal Dutch and these steps could affect the liquidity and trading value of the Royal Dutch ordinary shares.

**We may be able to utilize a Dutch squeeze-out procedure to acquire the Royal Dutch ordinary shares of non-tendering Royal Dutch shareholders.**

If the number of Royal Dutch ordinary shares that have been validly tendered and not withdrawn represent at least 95% of the issued share capital of Royal Dutch that is then outstanding, we expect, but are not obligated, to initiate squeeze-out proceedings in accordance with Article 2:92a of the Dutch Civil Code with a view to acquiring all Royal Dutch ordinary shares held by minority holders of Royal Dutch ordinary shares against payment of a price in cash to be determined by a Dutch court. Under these proceedings, the price paid for Royal Dutch ordinary shares held by minority holders of Royal Dutch ordinary shares will be determined by a Dutch court, which could appoint experts to advise it on the value of Royal Dutch ordinary shares. Further, if the squeeze-out proceedings are successful, the minority holders of Royal Dutch ordinary shares will be required to transfer their Royal Dutch ordinary shares against payment of the price determined. Also, upon payment of the amount required to purchase the Royal Dutch ordinary shares into a prescribed bank account, we would become the holder of the Royal Dutch ordinary shares by operation of law. The only remaining right of the minority holders of Royal Dutch ordinary shares would be to receive payment for their Royal Dutch ordinary shares. If you do not tender your Royal Dutch ordinary shares in the offer and we are able to effectuate a squeeze-out, the price determined for the purchase of Royal Dutch ordinary shares may be different from what might have been received upon a sale of such shares prior to the squeeze-out and could be less than such price. Also, if we are able to effectuate a squeeze-out, minority holders of Royal Dutch ordinary shares that are purchased in the squeeze-out will lose the ability to have a continuing interest in the Royal Dutch/Shell Group.

**We may restructure Royal Dutch after the completion of the Transaction or take other steps to acquire Royal Dutch ordinary shares.**

In addition to the squeeze-out procedures described above, we would have the right following the Transaction to use any other legally permitted method to obtain 100% of the Royal Dutch ordinary shares, including engaging in one or more corporate restructuring transactions, such as a merger, liquidation, transfer of assets or conversion of Royal Dutch into another form or corporate entity, or changing the Royal Dutch articles to alter the corporate or capital structure in a manner beneficial to Royal Dutch Shell, or engaging in one or more transactions with minority holders of Royal Dutch ordinary shares including public or private exchanges or tender offers or purchases for consideration which may consist of Royal Dutch Shell ordinary shares, other securities or cash.

**Royal Dutch ordinary shares may be delisted after completion of the offer, and Royal Dutch ordinary shares in New York registry form may no longer meet New York Stock Exchange listing requirements.**

Following completion of the offer and depending on the level of acceptance, we intend to request that Royal Dutch seeks to delist the Royal Dutch ordinary shares from the London Stock Exchange and Euronext Amsterdam and the Royal Dutch ordinary shares in New York registry form from the New York Stock Exchange, all as soon as reasonably practicable. In addition, depending on the number of Royal Dutch ordinary shares in New York registry form acquired pursuant to the offer, the Royal Dutch ordinary shares in New York registry form may no longer be eligible for trading on the New York Stock Exchange. While the Royal Dutch ordinary shares could continue to be traded in the over-the-counter market and price quotations could be reported, there can be no assurance that such an over-the-counter market will develop. The extent of the public market for Royal Dutch ordinary shares and the availability of such quotations would depend upon such factors as the number of holders remaining at such time, the interest on the part of securities firms in maintaining a market in Royal Dutch ordinary shares and the possible termination of registration of Royal Dutch ordinary shares under the Exchange Act, which would adversely affect the amount of publicly available information with respect to Royal Dutch.

**Royal Dutch may change its dividend policy and its dividends may not be equivalent to the dividends paid on our shares.**

Royal Dutch may change its dividend policy following completion of the offer. The holders of Royal Dutch ordinary shares should be aware that there can be no assurance that Royal Dutch will continue to declare dividends to the shareholders at the same rate and/or frequency in the future as it has in the past, or that any

dividends declared on the Royal Dutch ordinary shares will be equivalent (giving effect to the exchange ratio) to dividends paid on our shares.

**Royal Dutch ordinary shares in New York registry form may cease to be "Margin Securities".**

Royal Dutch ordinary shares in New York registry form currently are "margin securities" under the regulations of the Board of Governors of the U.S. Federal Reserve System, which status has the effect, among other things, of allowing U.S. brokers to extend credit on the collateral of Royal Dutch ordinary shares in New York registry form for purposes of buying, carrying and trading in securities. Upon the delisting of Royal Dutch ordinary shares in New York registry form on the New York Stock Exchange, Royal Dutch ordinary shares in New York registry form might no longer constitute "margin securities" and, therefore, could no longer be used as collateral for the purpose of loans made by U.S. brokers.

## FORWARD LOOKING STATEMENTS

The SEC encourages companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. This prospectus contains historical and forward-looking statements concerning the financial condition, results of operations and businesses of Royal Dutch Shell, Royal Dutch, Shell Transport and the Royal Dutch/ Shell Group. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements.

Forward-looking statements are statements of future expectations that are based on management's current expectations and assumptions and involve known and unknown risks and uncertainties that could cause actual results, performance or events to differ materially from those expressed or implied in these statements. Forward-looking statements include, among other things, statements concerning the potential exposure of Royal Dutch Shell, Royal Dutch, Shell Transport or the Royal Dutch/ Shell Group to market risks and statements expressing management's expectations, beliefs, estimates, forecasts, projections and assumptions.

These forward-looking statements are identified by their use of terms and phrases such as "anticipate", "believe", "could", "estimate", "expect", "intend", "may", "plan", "objectives", "outlook", "probably", "project", "will", "seek", "target", "risks", "goals", "should" and similar terms and phrases. The following factors could affect the future operations of Royal Dutch Shell, Royal Dutch, Shell Transport or the Royal Dutch/ Shell Group and could cause those results to differ materially from those expressed in the forward-looking statements included in this prospectus:

- the failure of the conditions to the Transaction to be satisfied (including the failure of Royal Dutch shareholders to approve entering into the implementation agreement and the failure of Shell Transport shareholders to approve the Scheme);
- the costs related to the Transaction;
- the failure of the Transaction to achieve the expected benefits;
- changes in dividend policy;
- the development of a trading market in Royal Dutch Shell shares;
- tax treatment of dividends paid to shareholders;
- the accounting implications of the Transaction; and
- other factors affecting the Royal Dutch/ Shell Group's businesses generally, including, but not limited to, price fluctuations, actual demand, currency fluctuations, drilling and production results, reserve estimates, loss of market, industry competition, environmental risks, physical risks, risks associated with the identification of suitable potential acquisition properties and targets and the successful negotiation and consummation of transactions, the risk of doing business in developing countries, legislative, fiscal and regulatory developments including potential litigation and regulatory effects arising from recategorization of reserves, economic and financial market conditions in various countries and regions, political risks, project delay or advancement, approvals and cost estimates.

All forward-looking statements contained in this prospectus are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. You should not place undue reliance on forward-looking statements. Each forward-looking statement speaks only as of the date of the particular statement. None of Royal Dutch Shell, Royal Dutch, Shell Transport or any member of the Royal Dutch/ Shell Group undertake any obligation to publicly update or revise any forward-looking statement as a result of new information, future events or other information. In light of these risks, results could differ materially from the forward-looking statements contained in this prospectus.

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## EXCHANGE RATE INFORMATION[a]

| | €1 = $ | | | |
|---|---|---|---|---|
| | Average[b] | High | Low | Period end |
| Year: | | | | |
| 1999 | 1.0588 | | | |
| 2000 | 0.9209 | | | |
| 2001 | 0.8909 | | | |
| 2002 | 0.9495 | | | |
| 2003 | 1.1411 | | | |
| Month: | | | | |
| 2004 | | | | |
| January | | 1.2853 | 1.2395 | |
| February | | 1.2848 | 1.2426 | |
| March | | 1.2431 | 1.2088 | |
| April | | 1.2358 | 1.1802 | |
| May | | 1.2274 | 1.1801 | |
| June | | 1.2320 | 1.2006 | |
| July | | 1.2437 | 1.2032 | |
| August | | 1.2368 | 1.2025 | |
| September | | 1.2417 | 1.2052 | |
| October | | 1.2783 | 1.2271 | |
| November | | 1.3288 | 1.2703 | |
| December | | 1.3625 | 1.3224 | |
| 2005 | | | | |
| January | | 1.3476 | 1.2954 | |
| February | | 1.3274 | 1.2773 | |
| March | | 1.3465 | 1.2877 | |
| April | | 1.3093 | 1.2819 | |
| As at May 16, 2005 | | | | 1.2630 |

| | £1 = $ | | | |
|---|---|---|---|---|
| | Average[b] | High | Low | Period end |
| Year: | | | | |
| 1999 | 1.6146 | | | |
| 2000 | 1.5138 | | | |
| 2001 | 1.4382 | | | |
| 2002 | 1.5084 | | | |
| 2003 | 1.6450 | | | |
| Month: | | | | |
| 2004 | | | | |
| January | | 1.8511 | 1.7902 | |
| February | | 1.9045 | 1.8182 | |
| March | | 1.8680 | 1.7943 | |
| April | | 1.8564 | 1.7674 | |
| May | | 1.8369 | 1.7544 | |
| June | | 1.8387 | 1.8090 | |
| July | | 1.8734 | 1.8160 | |
| August | | 1.8459 | 1.7921 | |
| September | | 1.8105 | 1.7733 | |
| October | | 1.8404 | 1.7790 | |
| November | | 1.9073 | 1.8323 | |
| December | | 1.9482 | 1.9125 | |
| 2005 | | | | |
| January | | 1.9058 | 1.8647 | |
| February | | 1.9249 | 1.8570 | |
| March | | 1.9292 | 1.8657 | |
| April | | 1.9197 | 1.8733 | |
| As at May 16, 2005 | | | | 1.8368 |

(a) Exchange rates are based upon the noon buying rate in New York City for cable transfers in foreign currencies as certified for customs purposes by the Federal Reserve Bank of New York.

(b) Calculated by using the average of the exchange rates on the last business day of each month during the year.

## THE TRANSACTION

### General

The terms of the Transaction reflect the current 60:40 ownership of the Royal Dutch/ Shell Group by Royal Dutch and Shell Transport. The Transaction seeks to ensure that both holders of Royal Dutch ordinary shares and Shell Transport ordinary shareholders (and holders of Shell Transport bearer warrants or Shell Transport ADRs) are offered our ordinary shares or our ADRs representing the equivalent economic interest in the RDS Group on implementation of the Transaction as their Royal Dutch ordinary shares, Shell Transport ordinary shares, Shell Transport bearer warrants or Shell Transport ADRs represent in the Royal Dutch/ Shell Group.

The Transaction is to be effected (i) by way of an exchange offer by us for the Royal Dutch ordinary shares; and (ii) by way of a Scheme of Arrangement of Shell Transport under section 425 of the Companies Act.

We will have two classes of ordinary shares, Class A Shares and Class B Shares. Holders of Royal Dutch ordinary shares are being offered Class A Shares in the offer (including in the form of Class A ADRs), Shell Transport ordinary shareholders and holders of Shell Transport bearer warrants are being offered Class B Shares under the Scheme and holders of Shell Transport ADRs are being offered Class B ADRs.

The Class A Shares and the Class B Shares will have identical voting rights (other than as required by law, as described below), and identical economic rights upon liquidation and in respect of dividends, except for the dividend access mechanism by which it is intended that holders of Class B Shares will receive dividends having a UK source, as described under “The Scheme of Arrangement — Dividend Access Mechanism” on page 69. The dividend access mechanism seeks to preserve the current tax treatment of dividends paid to Shell Transport ordinary shareholders (and holders of Shell Transport bearer warrants).

Under the terms of the Transaction, holders of Royal Dutch ordinary shares in bearer or Hague registry form, holders of Royal Dutch ordinary shares in New York registry form, holders of Shell Transport ordinary shares, holders of Shell Transport bearer warrants and holders of Shell Transport ADRs will each receive upon completion of the Transaction, respectively:

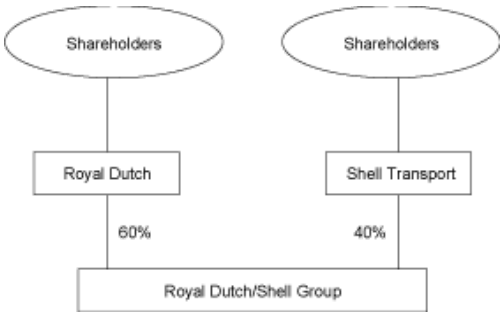
| | |
|---|---|
| • for each Royal Dutch ordinary share in New York registry form tendered | 1 Class A ADR |
| • for each Royal Dutch ordinary share in bearer or Hague registry form tendered | 2 Class A Shares |
| • for each Shell Transport ordinary share (including Shell Transport ordinary shares to which holders of Shell Transport bearer warrants are entitled) | 0.287333066 Class B Shares |
| • for each Shell Transport ADR | 0.861999198 Class B ADRs |

Royal Dutch currently owns 60% of the Royal Dutch/ Shell Group (represented by 2,069,520,000 Royal Dutch ordinary shares excluding shares which have been repurchased and are to be cancelled (a) following approval by Royal Dutch shareholders at the Royal Dutch annual general meeting and (b) subject to mandatory procedures under Dutch law) and Shell Transport currently owns 40% (represented by 9,603,350,000 Shell Transport ordinary shares, including Shell Transport ordinary shares to which holders of Shell Transport bearer warrants are entitled) and the exchange ratios have been set to give effect to this ownership of the economic interest in the Royal Dutch/Shell Group.

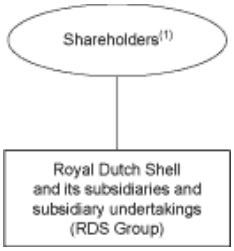
Assuming that all Royal Dutch shareholders validly tender, and none properly withdraw, their Royal Dutch ordinary shares in the offer and the Transaction is completed, based on the exchange ratio set out above (i) Royal Dutch shareholders will receive a total of 4,139,040,000 Class A Shares (including shares underlying Class A ADRs), which will represent 60% of the total number of our issued ordinary shares, and (ii) Shell Transport shareholders will receive a total of 2,759,360,000 Class B Shares (including shares underlying Class B ADRs), which will represent 40% of the total number of our ordinary shares issued.

A diagramatic representation of the effect of the Transaction appears below:

**Before**




**After**




*(1) Assuming full acceptance of the offer (i) former Royal Dutch shareholders will, on completion of the Transaction, hold 60 percent of the issued ordinary share capital of Royal Dutch Shell and (ii) former Shell Transport ordinary shareholders and holders of Shell Transport Bearer Warrants will hold 40 percent.*

Assuming that not all Royal Dutch shareholders validly tendered their Royal Dutch ordinary shares in the offer, but the Transaction (including the offer) is nevertheless completed on the terms described herein, then immediately following completion of the Transaction (i) the percentage of our share capital and voting rights held by former holders of Royal Dutch ordinary shares will be less than 60%, (ii) the percentage of our share capital and voting rights held by former Shell Transport ordinary shareholders (and holders of Shell Transport ADRs) will be more than 40% and (iii) non-tendering Royal Dutch shareholders will continue to hold a minority equity interest in Royal Dutch (with the majority interest in Royal Dutch being held by Royal Dutch Shell). In that case, if the number of Royal Dutch ordinary shares that have been validly tendered and not withdrawn represent at least 95% of the issued share capital of Royal Dutch that is then outstanding, Royal Dutch Shell expects, but is not obligated to initiate squeeze-out procedures under Dutch law with a view to acquiring all Royal Dutch ordinary shares held by the minority holders of Royal Dutch ordinary shares against payment of a price in cash to be determined by a Dutch court. In addition, Royal Dutch Shell would have the right to use any other legally permitted method to obtain 100% of the Royal Dutch ordinary shares, including engaging in one or more corporate restructuring transactions, such as a merger, liquidation, transfer of assets or conversion of Royal Dutch into another form of corporate entity, or propose changes to the Royal Dutch articles that would alter the corporate or capital structure in a manner beneficial to Royal Dutch Shell, or engaging in one or more transactions with minority holders of Royal Dutch ordinary shares, including public or private exchanges or tender offers or purchases for consideration which may consist of Royal Dutch Shell ordinary shares, other securities or cash. See “Risk Factors — Risks to Royal Dutch Shareholders who do not tender their Royal Dutch Ordinary Shares in the Offer” on page 26.

**Background to the Transaction**

Since they entered into a scheme of amalgamation dated September 12, 1906 and agreements from 1907 by which the scheme of amalgamation was implemented and pursuant to which they combined their interests in the oil industry, Royal Dutch has owned 60% of the Royal Dutch/ Shell Group and Shell Transport has owned 40% of the Royal Dutch/ Shell Group. All operating activities have been conducted through the Royal Dutch/ Shell Group.

Currently, the corporate and management structure of the Parent Companies and the Royal Dutch/ Shell Group consists of:

- Two publicly-held Parent Companies, Royal Dutch and Shell Transport, which do not conduct operational activities.

- The Royal Dutch/ Shell Group, which consists of (i) two Royal Dutch/ Shell Group holding companies, Shell Petroleum N.V., a Dutch company, and The Shell Petroleum Company Limited, a company incorporated in England and Wales, and (ii) the subsidiary service and operating companies of the Royal

Dutch Shell Group holding companies, which together conduct operations in more than 140 countries and territories worldwide.

Royal Dutch and Shell Transport share in the aggregate net assets and in the aggregate dividends and interest received from the Royal Dutch/ Shell Group holding companies in the ratio of 60:40.

Royal Dutch is entitled to have its nominees elected as a majority of the members of the boards of directors of the Royal Dutch/ Shell Group holding companies, and Shell Transport is entitled to have its nominees elected as a minority of the members of the boards of the Royal Dutch/ Shell Group holding companies.

***Royal Dutch***

Royal Dutch is managed by a 3-person board of management, consisting exclusively of (executive) managing directors which is supervised by a 7-person supervisory board, consisting exclusively of (non-executive) supervisory directors. The Royal Dutch board of management is charged with the day-to-day management of Royal Dutch. The Royal Dutch supervisory board is not involved in the day-to-day management of Royal Dutch, but is charged with the supervision of the policies of the Royal Dutch board of management and the general course of affairs of Royal Dutch, and further advises the Royal Dutch board of management.

The principal trading markets for Royal Dutch's ordinary shares are Euronext Amsterdam and The New York Stock Exchange.

***Shell Transport***

The Board of Shell Transport comprises 11 directors, 9 of whom are non-executive directors and 2 of whom are executive directors (known as Managing Directors).

Managing Directors are appointed by the Shell Transport board of directors from among its members. The Shell Transport board of directors has overall responsibility for the management of Shell Transport. It meets on a regular basis and has a formal schedule of matters reserved to it. These include such matters as approving the Annual Report and Accounts, dividends, material contracts, the approval of new appointments to the Shell Transport board of directors and changes to the relationship between Shell Transport and Royal Dutch.

The principal trading market for Shell Transport's ordinary shares is the market for listed securities of the London Stock Exchange. American Depository Receipts evidencing Shell Transport's ordinary shares are listed on The New York Stock Exchange.

***The Conference***

The supervisory board and the management board of Royal Dutch on the one hand, and the board of directors of Shell Transport on the other, do not have any directors in common. However, all of the directors frequently meet together during the year as a group which is called the Conference. The purpose of the Conference is to receive information from the executive committee about major developments within the Royal Dutch/ Shell Group and to discuss reviews and reports on the business and plans of the Royal Dutch/ Shell Group.

***The Executive Committee***

The current executive committee, a joint committee established by the boards of the two Royal Dutch/ Shell Group holding companies, consists of the managing directors of the two Royal Dutch/ Shell Group holding companies (the executive committee is the successor to, and replaced, the committee of managing directors on October 28, 2004). The executive committee advises the Parent companies on investment in the Royal Dutch/ Shell Group companies and on the exercise of shareholder rights in these companies. The executive committee guides the Royal Dutch/ Shell Group by providing strategic direction, support and appraisal to Royal Dutch/ Shell Group businesses. The executive committee is chaired by a Chief Executive and is subject to the supervision of the board of directors of Shell Transport and the supervisory board of Royal Dutch. Each member of the current executive committee is also a member of either the board of management of Royal Dutch or a director of Shell Transport. After completion of the Transaction, the current executive committee will no longer exist. The current

members, who will be the executive directors of Royal Dutch Shell, will be the members of the Royal Dutch Shell executive committee. References in this prospectus to the executive committee relating to the period after completion of the Transaction are references to the executive committee of Royal Dutch Shell.

On March 5 and March 18, 2004, Royal Dutch and Shell Transport announced that they would be undertaking a review of the overall governance of the Royal Dutch/ Shell Group, including the composition and operation of the parent and holding company boards. On April 19, 2004, Royal Dutch and Shell Transport further announced that in light of the report dated March 31, 2004 of Davis Polk & Wardwell to the Group Audit Committee, which had addressed the facts and circumstances of the reserves recategorisation and led to the adoption of certain remedial actions by the Parent Companies and the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport had decided to accelerate the review of the governance and overall structure of the Royal Dutch/ Shell Group and the Parent Companies. The remedial actions adopted by the Parent Companies and the Royal Dutch/ Shell Group included

- establishing a global reserves committee,
- revising the Royal Dutch/ Shell Group reserves guidelines to comply with SEC requirements,
- training approximately 3,000 staff members in the revised guidelines,
- overhauling the offices, and clarifying the roles and responsibilities, of the Royal Dutch/ Shell Group reserves coordinator and Royal Dutch/Shell Group reserves auditor,
- removing reserves bookings from performance scorecards for calculating bonuses,
- improving visibility and accounting of reserves issues by senior management and directors,
- enhancing the accountability of business unit CFOs to the Royal Dutch/ Shell Group CFO, the role of the Royal Dutch/ Shell Group legal counsel and of the disclosure committee,
- strengthening lines of responsibility for reserves reporting,
- reducing job rotation,
- revising the Royal Dutch/ Shell Group's document retention policy, and
- promoting communications and compliance.

The report of Davis Polk & Wardwell, and the remedial actions adopted by the Parent Companies and the Royal Dutch/ Shell Group, are discussed in detail in the 2004 Annual Report on Form 20-F incorporated by reference herein.

On April 28, 2004, Royal Dutch and Shell Transport formed a steering group (the "steering group") to review the structure and overall governance of Royal Dutch, Shell Transport and the Royal Dutch/ Shell Group. In forming the steering group and establishing its terms of reference, the directors noted that it would be desirable to explore options for changes to the corporate governance of the Royal Dutch/ Shell Group with a view to (i) simplifying the boards and Royal Dutch/ Shell Group executive management and the perception thereof, (ii) improving decision making processes at the Parent Companies and the Royal Dutch/ Shell Group holding companies and (iii) enhancing effective leadership for the Royal Dutch/ Shell Group as a whole. It was noted that any model for structural change would be tested against the status quo. Under the steering group's terms of reference, it was asked to consider: (i) how to simplify the boards of directors of the Parent Companies and the Royal Dutch/ Shell Group holding companies and the management structures of the Parent Companies and the Royal Dutch/ Shell Group; (ii) how decision-making processes and accountability could be improved; and (iii) ways in which effective leadership for the Parent Companies and the Royal Dutch/ Shell Group as a whole could be enhanced. The steering group was chaired by Lord Kerr of Kinlochard and its members were Maarten van den Bergh, Sir Peter Job, Jonkheer Aarnout Loudon and Jeroen van der Veer. Messrs. Van den Bergh, Van der Veer and Jonkheer Aarnout Loudon are directors of Royal Dutch while Lord Kerr of Kinlochard and Sir Peter Job are directors of Shell Transport. On June 17, 2004, Royal Dutch and Shell Transport publicly announced the formation of the steering group, its members and its terms of reference.

The steering group was assisted by a working group (the "working group") of senior finance, accounting and legal personnel from the Royal Dutch/Shell Group. The steering group and the working group received legal advice from Slaughter and May, De Brauw Blackstone Westbroek N.V. ("De Brauw") and Cravath, Swaine & Moore LLP ("Cravath") on matters concerning English, Dutch and U.S. law, respectively. As described below, the steering group also received certain corporate finance advice from Citigroup and Rothschild. As also described below, the supervisory and management boards of Royal Dutch separately engaged ABN AMRO as their financial advisor and the board of Shell Transport separately engaged Deutsche Bank as its independent financial advisor.

As outlined above, the steering group comprised directors of both Parent Companies. In accordance with its terms of reference from the Parent Companies, the steering group, with the assistance of the working group and financial advisors appointed to assist the steering group and the Parent Companies' external legal advisors, developed and evaluated alternatives that it then presented to the Parent Company boards for their consideration and evaluation at both joint and separate meetings of the Parent Company directors. (These alternatives are discussed in the paragraphs that follow). In that process each Parent Company board had the assistance of separate financial advisors appointed by that Parent Company for the purpose, as well as the Parent Companies' legal advisors. The Parent Companies did not engage in separate negotiations with each other over the terms of the Transaction outside of that process.

Between April 28, 2004 and June 2004, the steering group, the working group and the legal advisors met several times to discuss possible alternatives to the current structure and overall governance arrangements that might merit further consideration. The steering group initially considered three groups of possible revised structures: those that altered the Royal Dutch/ Shell Group's internal structure to create a single intermediate holding company for the Royal Dutch/ Shell Group, without affecting the Parent Companies relationships with each other, those that would modify the existing Parent Company arrangements to obtain greater economic unity at the Parent Company level and those that would result in there being a single new holding company for the two existing Parent Companies. While the alternative of revising the Royal Dutch/ Shell Group's internal structure had the advantages of being fairly straightforward to implement and an enhancement of internal accountability (by interposing a single intermediate holding company for governance of the Royal Dutch/ Shell Group over the current two intermediate holding companies), the steering group concluded that the formation of a new single intermediate holding company under the existing Parent companies would not address as many of the objectives outlined above as would be desirable, in particular because it would not change the fact that each parent company has a separate board of directors. Accordingly, following its preliminary review, the steering group focused on two principal groups of alternatives, (i) structures in which modifications would be made to the existing arrangements between the Parent Companies ("enhanced dual listed company structures") and (ii) structures in which the Parent Companies would be replaced by a single publicly traded entity ("single parent company structures").

During the first few weeks of July 2004, the steering group met with several potential financial advisors and pursuant to an engagement letter dated July 27, 2004, Citigroup and Rothschild were retained by Shell International Limited to provide certain corporate finance advice in connection with the governance and structure review. This corporate finance advice provided by Citigroup and Rothschild was limited to describing and presenting issues for the Royal Dutch/ Shell Group consideration regarding two primary alternative governance structures and to providing a context for the analysis of regulatory, tax and legal advice. The corporate finance advice also included information regarding relevant precedent transactions and summaries of issues relating to various strategic options available to the Royal Dutch/ Shell Group. The material elements of the corporate finance advice provided by Citigroup and Rothschild to the directors of the Parent Companies are summarized below in this "Background to the Transaction". For important information regarding the nature of the corporate finance advice provided by Citigroup and Rothschild, please refer to "Note Regarding Corporate Finance Advice of Citigroup and Rothschild" below.

Thereafter, the steering group met with members of the working group, representatives of Citigroup and Rothschild and the legal advisors several times. Among other things, the steering group sought advice on where a single parent company should be incorporated and tax resident, taking into account differences in corporate legal requirements, taxation of shareholders and of the Parent Companies and the Royal Dutch/ Shell Group, index

inclusion and listing requirements. An evaluation of these factors led the steering group to conclude that if a single parent company alternative were to be implemented, it would recommend a UK-incorporated, Dutch headquartered and tax resident parent company. The steering group was advised that the use of a UK-incorporated entity should allow its shares to be included in the FTSE All-Share and FTSE 100 stock indices (although confirmation of this would need to be obtained), which are widely tracked indices that today include the shares of Shell Transport, although it would also likely result in the exclusion of the shares from less widely followed Eurozone indices, which generally exclude companies incorporated in the UK. The steering group was also advised that a single parent company structure could be constructed in such a way that the use of a Dutch tax resident entity should result in a structure that would be broadly tax neutral to the Royal Dutch/ Shell Group, and, following completion, would be tax neutral to holders of Royal Dutch shares, although it would result in an adverse change in the tax treatment of dividends received by former Shell Transport shareholders, unless a dividend access mechanism could be used to allow such shareholders to receive UK source dividends. The steering group was also advised that the corporate legal requirements, and listing requirements would be broadly similar to those affecting the Parent Companies and their shareholders. The steering group also solicited advice from Citigroup and Rothschild on the considerations that could inform an eventual determination by the Royal Dutch board of management and Royal Dutch supervisory board, on the one hand, and the Shell Transport directors, on the other hand, of the exchange ratio to be used in a single parent company structure.

The steering group was advised by De Brauw that the implementation of a single parent company structure would require an exchange offer because a merger transaction would not be available under applicable Dutch law. A shareholder vote would also likely be required to approve any implementation agreement. Since an exchange offer would involve the individual participation of each shareholder, the steering group was further advised that there would likely be some Royal Dutch shareholders remaining immediately after the Transaction. The steering group was advised by Slaughter and May that the implementation of a single parent company structure could be accomplished by a scheme of arrangement under applicable English law, which would result in the cancelation of all of the existing Shell Transport ordinary shares if it were approved by the requisite shareholder vote and by the UK High Court. The steering group was advised by Cravath that the implementation of an exchange offer would require compliance with the U.S. tender offer rules and registration of the shares to be issued under the Securities Act and Exchange Act, and that implementation of a scheme of arrangement should not be subject to the U.S. tender offer rules and should be entitled to an exemption from registration under the Securities Act and the Exchange Act.

The steering group also asked the legal advisors and representatives of Citigroup and Rothschild to consider the feasibility of certain changes to the enhanced dual listed company structures under consideration, in light of the features that had been adopted in dual-listed company structures formed in recent years, including (i) dividend equalization, (ii) pooled voting at the shareholder level on most matters, which would result in, among other things, common boards of directors, and (iii) cross-guarantees by each of Royal Dutch and Shell Transport of certain contractual obligations of each other. The steering group also asked the U.S. legal advisers to consider the tax issues related to the potential tax treatment of share-for-share acquisitions if an enhanced dual listed company structure was implemented.

On August 5, 2004, the steering group met together with members of the working group, the legal advisors and representatives from Citigroup and Rothschild. The steering group was advised that in order to implement a dividend access mechanism for a single parent company structure, it would be necessary to discuss the proposed mechanism with Dutch Revenue Service and they would need to find it acceptable. The necessary confirmation about the treatment of the dividend access mechanism was obtained on October 26, 2004, after a number of meetings with the Dutch Revenue Service. At the August 5, 2004 meeting, the steering group also received preliminary advice that the existing structure or an enhanced dual listed company structure would present certain significant issues under US tax law that would likely make it difficult or impossible in many cases to ensure that stock for stock acquisitions would be tax free in the US, while a single parent company structure would not generally present these problems.

Between August 5, 2004 and the first week of September, the steering group met several times with members of the working group and the legal advisors and representatives of Citigroup and Rothschild. During this period, the steering group received confirmation of the preliminary U.S. tax advice it had received on

August 5, 2004. Members of the working group and the legal advisers also met with representatives of PricewaterhouseCoopers LLP and KPMG Accountants N.V. to discuss the accounting treatment of each of the two possible structures.

Beginning in September 2004, ABN AMRO began to act as financial advisor to Royal Dutch and Deutsche Bank AG London began to provide independent financial advice to Shell Transport.

The directors of the Parent Companies met jointly on September 7, 2004, together with members of the working group and representatives of Citigroup and Rothschild. The directors of the Parent Companies received a report from the steering group on the status of the two structures under consideration, including a summary of the advice received by the steering group over the preceding two months, as described above. The directors reviewed in detail draft governance documents recommended by the steering group, including draft descriptions of the roles and responsibilities of the non-executive Chairman, Chief Executive, the Company Secretary and other principal officers, as well as the executive committee. (The definitive descriptions are set forth in the Implementation Agreement attached as Annex A hereto.) The directors also received a recommendation from the steering group that in either structure the board should initially consist of ten non-executive directors and five executive directors. This recommendation allowed for the initial non-executive directors to consist of six former members of the Royal Dutch board and four members of the Shell Transport board, thereby reflecting the current 60:40 ownership of the Royal Dutch/ Shell Group by Royal Dutch and Shell Transport, without mandating that such relationship be maintained in the future. The recommendation of five executive directors would ensure continuity of responsibility of the current managing directors of Royal Dutch and managing directors of Shell Transport. During this meeting, as they had originally noted on August 5, 2004 to members of the steering committee, Citigroup and Rothschild noted that the exchange ratio in certain precedent transactions in which dual listed company structures had been combined generally had reflected the percentage ownership by each company of the combined business prior to the transaction. In addition, Citigroup and Rothschild reviewed the existing economic relationship between Royal Dutch and Shell Transport and discussed the fact that, if a single parent company structure were to be implemented, an exchange ratio that reflected the existing economic relationship would likely be preferable to both Royal Dutch and Shell Transport. Citigroup and Rothschild's analysis in this regard included a comparison of the effectiveness and validity of arguments that could be made by either Parent Company in favor of and against a control premium for such Parent Company's shares, as well as possible shareholder and market reactions to a structure that altered the existing economic relationship between Royal Dutch and Shell Transport. In this respect, Citigroup and Rothschild identified arguments that could be made by either Parent Company in favor of (such as, (i) in the case of Royal Dutch, compensation for dilution of the voting power of the Royal Dutch shareholders in the election of Royal Dutch managing and supervisory directors and indirectly in the election of the Royal Dutch/Shell Group holding companies' directors and (ii) in the case of Shell Transport, compensation for loss of control of Shell Transport) and against (such as (i) the fact that potentially relevant precedent transactions did not include such a control premium, (ii) the fact that none of the boards was believed to be likely to accept a discount and (iii) the fact that the payment of a premium could affect the appropriate accounting for a transaction) a control premium for each Parent Company's shares, as well as possible shareholder and market reactions to a structure that altered the existing economic relationship between Royal Dutch and Shell Transport. During this meeting, Citigroup and Rothschild reviewed the two governance structures under consideration and suggested that the Royal Dutch supervisory board and the Royal Dutch management board and Shell Transport board of directors would need to consider whether it would be possible for both companies' boards to reach agreement on an acceptable structure if such a structure necessitated changes which did not reflect the existing 60/40 economic relationship between Royal Dutch and Shell Transport. It was also acknowledged by the Royal Dutch supervisory board and Royal Dutch management board and the Shell Transport board of directors that the feasibility of dividend access for former Shell Transport shareholders was a significant issue for any single parent company structure.

During the following weeks, the steering group met several times with members of the working group and the legal advisors and representatives of Citigroup and Rothschild. At these meetings the steering group considered, among other things:

- the location and role of the headquarters of a single parent company (The Netherlands was considered the most appropriate location for the headquarters of the new parent company given the large proportion

of the Royal Dutch/ Shell Group's central functions that were already based in The Hague). Having a headquarters in The Hague was also consistent with the goal of achieving tax neutrality);

- arrangements for annual general meetings of shareholders (in the case of a single parent company structure, it was considered appropriate for these meetings normally to be held in the headquarters city, which would be The Hague);

- the country of incorporation of the new single parent company (in order to capture the anticipated benefits of FTSE indexation, it would be necessary for the new parent company to be incorporated in the UK);

- listing of the new shares (since the new parent company would be incorporated under English law it could only achieve a listing in both London and Amsterdam, as well as New York, by having a primary listing for all classes of shares on the London Stock Exchange and additional listings on Euronext Amsterdam and the NYSE);

- issues surrounding the implementation of an ADR program (the steering group was advised that ADRs offered no discernable disadvantages for investors versus New York registered shares);

- the name for a single parent company (it was considered desirable for a single parent company to be named Royal Dutch Shell, and the steering group was advised that necessary UK and Dutch approvals had been obtained to use that name);

- the accounting treatment of the transaction structures under consideration (the steering group was advised on the effects that fair value accounting would have and also advised that the issue of the appropriate accounting was still under review); and

- the feasibility of a dividend access mechanism, including through the issuance of two classes of shares (the steering group considered it important in connection with a single parent company structure to obtain approval from the Dutch Revenue Service for a dividend access mechanism; the steering group was advised that this may require the use of two classes of shares, which it viewed as acceptable so long as the classes were essentially identical in their corporate rights and obligations, the differences arose solely from the tax treatment of dividends in the applicable jurisdictions and the classes could be merged at the discretion of the Boards).

The directors of the Parent Companies met jointly again on September 27, 2004. Members of the working group and representatives of Citigroup and Rothschild were present for parts of that meeting. At that meeting, the directors of the Parent Companies received an update on the status of the outstanding issues related to the single parent company structure and the enhanced dual listed company structure. During late September and early October 2004, representatives of Royal Dutch and Shell Transport discussed the impact of a single parent company structure on the direct and indirect voting power of Royal Dutch and Shell Transport shareholders and whether it would be advisable to employ, among other things, differential voting rights between the two classes of shares. The directors noted that Royal Dutch shareholders currently elect all the members of the Royal Dutch supervisory and management boards and Royal Dutch in turn has the right to elect a majority of the directors of the Royal Dutch/ Shell Group holding companies, and that the Shell Transport shareholders currently have the right to elect the members of the Shell Transport board of directors and Shell Transport in turn has the right to elect a minority of the directors of the Royal Dutch/ Shell Group holding companies. The directors also noted that, on the basis of a 60:40 ratio, if all shares of a new single parent company vote together, former Royal Dutch shareholders would initially have a majority of the voting power and former Shell Transport shareholders would initially have a minority of the voting power. As described under "Description of Share Capital of Royal Dutch Shell" on page 91, the Class A Shares and Class B Shares have identical voting rights (other than statutory class voting rights with respect to matters that affect the rights attached to either class of shares differently than the other class).

On October 7, 2004, the Royal Dutch supervisory board met to discuss the status of the structure and governance review. The representatives of the Royal Dutch supervisory board that were members of the steering group explained that, due to a number of outstanding points, it was premature to come to conclusions or reach a

decision, but the current preference of the steering group was for a single parent company structure for the reasons described under “Reasons for the Transaction” on page 41. The Royal Dutch supervisory board indicated that it supported the recommendations of the steering group in general but noted that, given the existence of outstanding issues discussed, it was not ready to draw conclusions or make a decision relating to the structure and governance review. The outstanding points consisted of the issues described in the next paragraph.

The directors of the Parent Companies met jointly on October 8, 2004, together with members of the working group to review the status of various issues related to the single parent company structure and the enhanced dual listed company structure. Representatives from Citigroup, Rothschild, Slaughter and May and De Brauw attended part of this meeting. The directors of the Parent Companies discussed the proposed dividend policy under each of the two structures. The discussion then focused on the outstanding issues related to the single parent company structure, which included discussions on, among other things: matters related to the characteristics of the two classes of shares (including the treatment of dividends and the dividend access mechanism); the listing of a single parent company’s securities in the U.S. in the form of ADRs (rather than in the form of New York registry shares or another form of security); the possibility of price differentials between the two classes of shares; considerations relating to how the exchange ratio could impact the post-transaction share price; the primary listing of a single parent company’s shares; and possible market and shareholder reactions. Citigroup and Rothschild also discussed with the directors of the Parent Companies the potential market issues that would be raised if the possibility of giving the two classes of shares differential voting rights were pursued and the lack of precedent for differential voting rights in similar transactions. During this meeting, as part of their analysis of alternative governance structures, Citigroup and Rothschild presented a single holding company structure based on an exchange ratio for Shell Transport shareholders of 0.2873 Royal Dutch Shell shares for each Shell Transport share currently held in order to reflect the existing 60:40 economic relationship between Royal Dutch and Shell Transport. This exchange ratio was based on the premise of 2 shares in Royal Dutch Shell for each share of Royal Dutch currently held and was determined taking into account the appropriateness of the resultant trading prices of the Royal Dutch Shell shares on the three principal exchanges on which they will be traded. For important information regarding the nature of the corporate finance advice provided by Citigroup and Rothschild, please refer to “Note Regarding Corporate Finance Advice of Citigroup and Rothschild” on page 41. Please also refer to ABN AMRO’s written opinions addressed to the Royal Dutch supervisory board and the Royal Dutch board of management attached as Annex B and Annex C hereto and to the discussion of these opinions set forth under “Opinion of Royal Dutch’s Financial Advisor” on page 43.

On October 23, 2004, the Shell Transport Board met by teleconference to consider the alternatives under consideration. Representatives of Slaughter and May (in its capacity as counsel to Shell Transport) and Deutsche Bank (independent financial advisers to Shell Transport) also participated in the teleconference.

The directors of the Parent Companies met jointly on October 27, 2004, together with members of the working group and representatives of Citigroup, Rothschild and De Brauw. The directors of the Parent Companies reviewed a draft announcement of the Transaction. At this meeting, the directors of the Parent Companies, who had received corporate finance advice from Citigroup and Rothschild, indicated their belief that the Transaction is in the interests of shareholders of Royal Dutch and Shell Transport as a whole. In providing their advice to the directors of the Parent Companies, Citigroup and Rothschild relied entirely on the commercial assessments of the Transaction of the directors of the Parent Companies. For important information regarding the nature of the corporate finance advice provided by Citigroup and Rothschild, please refer to “Note Regarding Corporate Finance Advice of Citigroup and Rothschild” on page 41.

On October 27, 2004, the Royal Dutch supervisory board met to consider (i) an enhanced dual listed company structure in which a new single group holding company would be formed (owned 60% by Royal Dutch and 40% by Shell Transport) as a Dutch company and the Parent Companies would enter into a dividend equalization agreement and arrangements such that shareholders of both Parent Companies would vote together on matters that affected them similarly, including the election of directors, and (ii) the Transaction. Representatives of ABN AMRO and De Brauw were also present. Representatives of De Brauw reviewed with the Royal Dutch supervisory board their duties under Dutch law in connection with considering the possible structures. ABN AMRO delivered to the Royal Dutch supervisory board its written opinion, addressed to the Royal Dutch supervisory board and Royal Dutch board of management, to the effect that as at October 27, 2004, and based

upon and subject to the matters considered and the assumptions and qualifications set forth in their opinion, the proposed exchange ratio to be used in the offer was fair, from a financial point of view, to the holders of Royal Dutch ordinary shares. ABN AMRO also provided to the Royal Dutch supervisory board a presentation that described the financial analysis underlying their opinion dated October 27, 2004. Additional detail concerning ABN AMRO's opinion, including the matters considered and the assumptions and qualifications and the related financial analysis, is set forth under "Opinion of Royal Dutch's Financial Advisor" on page 43.

In their consideration of the possible structures, the Royal Dutch supervisory board noted that the enhanced dual listed company structure would simplify the corporate structure and maintain the current tax treatment of shareholders. In relation to the proposed single parent company structure embodied in the Transaction, the board noted that the structure would generally result in the benefits identified in relation to the enhanced dual listed company structure, and in addition would (i) remove the risk of a conflict between the decision-making bodies of the public parent companies, (ii) simplify the raising of capital in the future and (iii) reduce regulatory burdens resulting from having two publicly-traded Parent Companies. The board also noted that the Transaction appeared to offer Royal Dutch and the Royal Dutch/ Shell Group more benefits than the enhanced dual listed company structure, particularly (i) clarity and simplicity in both management and corporate structure, (ii) improved efficiency with clear lines of authority and an empowered Chief Executive, (iii) accountability through improved clarity in governance and (iv) financial and strategic flexibility. (These reasons are discussed in more detail below under "Reasons for the Transaction"). Thereafter, the Royal Dutch supervisory board unanimously resolved, subject to the conditions set forth under "The Offer — Conditions to the Offer" on page 53, to approve in principle the proposal of the Transaction and to enter into and execute the unification protocol.

In considering the factors noted above and described in more detail below under "Reasons for the Transaction", the Royal Dutch supervisory and management boards considered as favorable the terms of the Transaction, the opinion of the financial advisors, the expected increased clarity and simplicity of governance, the expected increased accountability and management efficiency, the tax treatment of the Transaction to Royal Dutch and to Dutch and US holders of Royal Dutch shares, the expected accounting treatment, the index inclusion and the expected increased flexibility in issuing equity and debt. The Royal Dutch supervisory and management boards considered as unfavorable the fact that there would be two classes of shares, which may trade at different prices, the likelihood of there being Royal Dutch minority shareholders immediately following the Transaction, the exclusion of the Royal Dutch Shell shares from Eurozone indices such as the Dow Jones EuroStoxx 50 index, and the other risk factors described below and under "Risk Factors" on page 25. The Royal Dutch boards did not quantify or assign relative weightings to any of the factors considered.

On October 27, 2004, the Shell Transport board met to consider the enhanced dual listed company structure and the Transaction. The Shell Transport board unanimously resolved, based on a number of factors, and subject to certain conditions, to approve, in principle, the Transaction and entry into and execution of the unification protocol.

On October 27, 2004, the board of Royal Dutch Shell met and unanimously resolved, and subject to certain conditions, to approve, in principle, the Transaction and entry into and execution of the unification protocol.

On the morning of October 28, 2004, the Royal Dutch board of management met to consider the enhanced dual listed company structure and the Transaction. Representatives of ABN AMRO and De Brauw were also present. The Royal Dutch board of management considered the matters that had been considered by the Royal Dutch supervisory board, including, but not limited to, ABN AMRO's written opinion dated October 27, 2004. Following consideration of these matters, the Royal Dutch board of management unanimously resolved, based on the factors considered by the Royal Dutch supervisory board, and subject to the conditions set forth under "The Offer — Conditions to the Offer" on page 53, to approve, in principle, the Transaction and entry into and execution of the unification protocol. Following approval by the Royal Dutch board of management, the unification protocol was executed by the parties. Thereafter, Royal Dutch and Shell Transport announced that the outcome of the review was the Transaction.

On May 18, 2005, Royal Dutch Shell, Royal Dutch and Shell Transport entered into the implementation agreement.

We estimate that the total fees and expenses related to the Transaction will be $115 million.

***Note Regarding Corporate Finance Advice of Citigroup and Rothschild***

Citigroup and Rothschild did not render an opinion regarding the fairness of the consideration offered in the offer from a financial point of view or otherwise, and did not and do not make any recommendation to any holders of Royal Dutch ordinary shares or any other party or parties with respect to the offer. Throughout the process, Citigroup and Rothschild's advice was provided to the steering group for discussion purposes only and was prepared as a contribution to an overall analysis of available strategic options, rather than as an evaluation of an agreed-upon recommendation or position. Moreover, neither Citigroup nor Rothschild made any independent valuation or appraisal of the assets or liabilities of Royal Dutch Shell, Royal Dutch or Shell Transport, nor was Citigroup or Rothschild furnished with any such appraisals.

From time to time, Citigroup and its affiliates have also (i) maintained banking relationships with Royal Dutch, Shell Transport or the Royal Dutch/ Shell Group, (ii) provided investment banking services such as mergers and acquisitions advice and (iii) executed transactions, for their own account or for the accounts of customers, in the Royal Dutch ordinary shares or the Shell Transport ordinary shares or debt securities of Royal Dutch and Shell Transport. From time to time, Rothschild and its affiliates have also provided investment banking services such as mergers and acquisitions advice to Royal Dutch, Shell Transport or the Royal Dutch/ Shell Group. Citigroup and Rothschild are acting as dealer managers for the offer and as sponsors in connection with the listing of the Royal Dutch Shell ordinary shares on the London Stock Exchange and as co-listing agents in connection with the listing of the Royal Dutch ordinary shares on Euronext Amsterdam. In connection with the services rendered by Citigroup and Rothschild as dealer managers, Royal Dutch Shell has agreed to pay each of Citigroup and Rothschild a fee of $2,000,000. Royal Dutch Shell has also agreed to reimburse Citigroup and Rothschild for certain out-of-pocket expenses incurred by them, and Royal Dutch Shell has agreed to indemnify and hold harmless Citigroup and Rothschild against certain losses, claims, damages or liabilities related to, arising out of or in connection with their engagement as dealer managers, sponsors and co-listing agents.

**Reasons for the Transaction**

In making their decision that Royal Dutch should enter into the unification protocol and the implementation agreement and propose the Transaction and in making their recommendation that holders of Royal Dutch ordinary shares accept the offer and tender their Royal Dutch ordinary shares, the Royal Dutch board of management and Royal Dutch supervisory board considered, among other things, the following:

- *Terms of the Transaction*: the fact that the exchange ratio to be proposed reflects the ownership of the Royal Dutch/ Shell Group by Royal Dutch and Shell Transport and the other terms of the unification protocol and implementation agreement.

- *Advice and opinion of financial advisors*: the written opinion of ABN AMRO addressed to the Royal Dutch board of management and the Royal Dutch supervisory board that, as at October 27, 2004, the exchange ratio to be used in the offer was fair, from a financial point of view, to holders of Royal Dutch shares; and the corporate finance advice provided by Citigroup and Rothschild. ABN AMRO confirmed its opinion by delivering a written opinion dated May 13, 2005 to the Royal Dutch board of management and the Royal Dutch supervisory board. The full text of the written opinions of ABN AMRO dated October 27, 2005 and May 13, 2005 are attached hereto as Annex B and Annex C, respectively, and set forth, among other things, the assumptions made, procedures followed, matters considered and limitations on the scope of the review undertaken by ABN AMRO in rendering its opinions. Additional detail concerning the written opinion of ABN AMRO and the corporate finance advice provided by Citigroup and Rothschild is contained under "— Opinion of Royal Dutch's Financial Advisor" on page 43 and "— Background to the Transaction" on page 32, respectively.

- *Increased clarity and simplicity of governance*: the belief that the Transaction will result in a clearer and simpler governance structure, including:

  — a single, smaller board initially comprised of 10 non-executive and 5 executive directors, and

  — a simplified senior management structure with a single non-executive Chairman of the board, a single Chief Executive and clear lines of authority.

This structure will eliminate any need for the Conference and for the executive committee (as the successor to the committee of managing directors) to be internally accountable to two separate public company boards, each of which has its own Chairman. After completion of the Transaction, the executive committee of Royal Dutch Shell would be responsible for the overall business and affairs of Royal Dutch Shell and have the final authority in all matters of management that are not within the duties and authorities of our board of directors or shareholders.

- *Increased accountability*: the expectation that the Transaction will lead to increased accountability and clarify lines of authority. This is expected to result from the fact that following completion of the Transaction the Royal Dutch Shell executive committee will report through the Chief Executive to a single board of directors with a single non-executive Chairman.

- *Increased management efficiency*: the belief that the Transaction will increase the efficiency of decision making and management processes generally, including through the elimination of dual corporate headquarters in favor of a single corporate headquarters, the elimination of duplication and the centralization of functions.

- *Tax treatment*: the fact that (a) the exchange of Royal Dutch ordinary shares in the Transaction would not be subject to tax for Dutch and U.S. federal income tax purposes, and (b) the Transaction would be broadly tax neutral for the Royal Dutch/ Shell Group. See “Material Tax Consequences” for a description of the material tax consequences to U.S. holders of the offer.

- *Expected accounting treatment*: the fact that it was expected that the Transaction would be accounted for on an historical cost (or carry-over) basis under International Financial Reporting Standards and U.S. GAAP rather than as a business combination (see Unaudited Condensed Pro Forma Combined Financial Information on page 134 for a more detailed discussion of the accounting treatment for the Transaction).

- *Index inclusion*: the fact that our shares would be expected to be included in the FTSE All-Share and FTSE 100 indices with a weighting reflecting our full market capitalization (i.e., both Class A Shares and Class B Shares). Because these indices are widely tracked by investors, we expect this inclusion to have a positive impact upon the overall demand for our shares

- *Flexibility in issuing equity and debt*: the fact that the Transaction would result in a single publicly traded entity that would facilitate equity and debt issuances, including on an SEC-registered basis. As described above, the existing structure or an enhanced dual listed company structure would present significant issues under US tax law that would likely make it difficult or impossible in many cases to ensure that stock for stock acquisitions would be tax free in the US, while the single parent company structure would not generally present these problems. The existence of a single parent company that is an SEC registrant will facilitate the issuance of registered debt securities by avoiding any need for multiple obligors or guarantors.(1)

In the course of their deliberations, the Royal Dutch board of management and Royal Dutch supervisory board also considered certain potentially negative factors relevant to the Transaction, including:

- *Two classes of shares*: the fact that following the Transaction, we would have two classes of ordinary shares outstanding, which may trade at different prices partially as a result of the fact that holders of Class A Shares will receive Dutch source dividends and holders of Class B Shares are expected to receive UK source dividends (pursuant to the dividend access mechanism) and that there may be different levels of incremental demand from investors (including funds) that track stocks included in the FTSE 100 Index.

(1) However, any further issue of Class B Shares will only be made after prior consultation with the Dutch Revenue Service.

- *Likelihood of Royal Dutch minority*: the likelihood that there would be remaining public shareholders of Royal Dutch immediately following the completion of the offer, which would result in ongoing reporting and administrative costs until and unless such shares are acquired.

- *Elimination from Eurozone-only stock Indices*: the risk that our shares would not be included in Eurozone-only indices such as the Dow Jones EuroStoxx 50 index, which would result in the selling of Royal Dutch ordinary shares or Class A Shares by investment funds and other investors that track those indices. Our shares would generally not be included in Eurozone-only indices because companies incorporated in England and Wales are generally not eligible for such indices.

- *Other Risk Factors*: the other risks to holders of our shares described above under "Risk Factors" on page 25. These include amongst others the fact that the trading prices of the Royal Dutch Shell ordinary shares and/or ADRs may be subject to fluctuation, the fact that we may not realize the anticipated benefits of the Transaction, the fact that the Class A Shares and the Class B Shares may trade at different prices, the fact that Royal Dutch Shell may in the future have a dividend policy that differs from Royal Dutch's historical policy, and in addition, the risks to non-tendering Royal Dutch shareholders described therein, including the steps that we may take in the future to acquire the remaining public minority such as corporate restructuring transactions, changes to the Royal Dutch articles and public or private exchanges or tender offers or other purchases.

This discussion of the information and factors considered by the Royal Dutch board of management and Royal Dutch supervisory board in making their decision is not intended to be exhaustive but is believed to include all material factors considered. In view of the wide variety of factors considered in connection with their evaluation of the Transaction and the complexity of these matters, the Royal Dutch board of management and Royal Dutch supervisory board did not find it useful to and did not attempt to quantify, rank or otherwise assign relative weights to these factors. In addition, individual members of the Royal Dutch board of management and Royal Dutch supervisory board may have given different weight to different factors.

**Recommendation of Royal Dutch's Management and Supervisory Board**

**The Royal Dutch supervisory board and the Royal Dutch board of management have unanimously reached the conclusion, on the basis of the considerations stated in this prospectus, that the Transaction between Royal Dutch, Shell Transport and Royal Dutch Shell is in the best interest of Royal Dutch, holders of Royal Dutch ordinary shares and Royal Dutch's other stakeholders. They are furthermore of the opinion that the offer is fair and reasonable and accordingly unanimously recommend its acceptance.**

**Opinion of Royal Dutch's Financial Advisor**

In connection with the Transaction, Royal Dutch retained ABN AMRO to act as its financial advisor and render an opinion as to the fairness, from a financial point of view, of the exchange ratio to the holders of Royal Dutch ordinary shares. ABN AMRO delivered a written opinion to the Royal Dutch board of management and Royal Dutch supervisory board dated October 27, 2004 that, as at that date, and based upon and subject to the matters considered and the assumptions and qualifications set forth in the opinion, the exchange ratio was fair, from a financial point of view, to the holders of Royal Dutch ordinary shares. ABN AMRO confirmed its opinion by delivering a written opinion dated May 13, 2005 to the Royal Dutch board of management and the Royal Dutch supervisory board.

The full text of the written opinions of ABN AMRO dated October 27, 2004 and May 13, 2005 are attached hereto as Annex B and Annex C, respectively and set forth, among other things, the assumptions made, procedures followed, matters considered and limitations on the scope of the review undertaken by ABN AMRO in rendering its opinions. ABN AMRO provided its opinion dated October 27, 2004 to the Royal Dutch board of management and Royal Dutch supervisory board in connection with their evaluation of the offer and the opinions do not in any way constitute a recommendation by ABN AMRO to any holders of Royal Dutch shares as to whether such holders should accept or reject the offer or otherwise act in relation to the Transaction. This summary does not purport to be a complete description of the analyses performed by ABN AMRO and is qualified by reference to the written opinions of ABN AMRO set forth in Annex B and Annex C hereto, but it

does summarize all of the material analyses performed and presented by ABN AMRO. We urge you to read the opinions carefully and in their entirety.

The preparation of a fairness opinion is a complex process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances and, therefore, a fairness opinion is not readily susceptible to partial analysis or summary description. Selecting portions of the analyses or the summary set forth below, without considering the analyses as a whole, could create an incomplete or misleading view of the process underlying the opinion of ABN AMRO. In arriving at its opinions, ABN AMRO made qualitative judgments as to the significance and relevance of each analysis and factor that it considered. Accordingly, ABN AMRO believes that its analyses must be considered as a whole and that selecting portions of its analyses and factors or focusing on selected elements thereof, without considering all analyses and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying its analyses and opinion.

No company or transaction used in the below analyses as a comparison is identical to Royal Dutch, Shell Transport or the Royal Dutch/ Shell Group or the transaction contemplated to which the exchange ratio relates. The analyses were prepared for the purposes of ABN AMRO providing its opinion dated October 27, 2004 to the Royal Dutch board of management and Royal Dutch supervisory board in connection with their consideration of the offer and do not purport to be appraisals or to reflect ratios at which Royal Dutch ordinary shares, Class A Shares and Class B Shares might trade in the future which may be significantly more or less favorable than as set forth in these analyses. ABN AMRO reviewed and updated such analyses in connection with its preparation of the opinion dated May 13, 2005.

For the purposes of providing its opinion dated May 13, 2005, ABN AMRO:

- reviewed certain publicly available business and financial information relating to Royal Dutch, including the audited annual financial statements (the “annual accounts”) for the three consecutive financial years ending December 31, 2004, 2003 and 2002 and the unaudited quarterly financial figures for the period ending March 31, 2005;

- reviewed certain publicly available business and financial information relating to Shell Transport, including the audited annual accounts for the three consecutive financial years ending December 31, 2004, 2003 and 2002 and the unaudited quarterly financial figures for the period ending March 31, 2005;

- reviewed certain publicly available business and financial information relating to the Royal Dutch/ Shell Group, including the audited annual accounts for the three consecutive financial years ending December 31, 2004, 2003 and 2002 and the unaudited quarterly financial figures for the period ending March 31, 2005;

- participated in discussions with and reviewed information provided by the senior management of Royal Dutch with respect to the businesses and prospects of Royal Dutch, Shell Transport and the Royal Dutch/ Shell Group;

- reviewed the historical stock prices and trading volumes of the Royal Dutch ordinary shares and the Shell Transport ordinary shares;

- reviewed the financial terms of certain transactions ABN AMRO believed to be comparable to the Transaction;

- reviewed a draft dated May 10, 2005 of the announcement of final proposals for the Transaction, the announcement relating to the Transaction dated October 28, 2004 and those parts of the unification protocol dated October 28, 2004 and certain other related documents, which ABN AMRO deemed relevant for the purposes of providing its opinion;

- participated in discussions with, and reviewed information provided by, relevant employees of the Royal Dutch/ Shell Group as well as the tax advisors assisting the Royal Dutch/ Shell Group on the various (potential) tax consequences resulting from the Transaction; and

- performed such other financial reviews and analyses, as ABN AMRO, in its absolute discretion, deemed appropriate.

ABN AMRO assumed and relied upon, without independent verification, the truth, accuracy and completeness of the information, forecasts (that may have been made available), data and financial terms provided to it or used by it, assumed that the same were not misleading and does not assume or accept any liability or responsibility for any independent verification of such information or any independent valuation or appraisal of any of the assets, operations or liabilities of Royal Dutch, Shell Transport or the Royal Dutch/ Shell Group nor was ABN AMRO provided with such valuation or appraisal. With respect to any financial forecasts that may have been made available, ABN AMRO assumed that they have been reasonably prepared on bases reflecting the best available estimates and judgements of the management of Royal Dutch and Shell Transport as to the future financial performance of Royal Dutch, Shell Transport and the Royal Dutch/ Shell Group, and that no event subsequent to the date of any such financial forecasts and undisclosed to ABN AMRO has had a material effect on them. ABN AMRO does not assume or accept liability or responsibility for (and expresses no view as to) any such forecasts or the assumptions on which they are based. In preparing its opinions, ABN AMRO received specific confirmation from senior management of Royal Dutch that the assumptions specified above were reasonable and no information had been withheld from ABN AMRO that could have influenced the purport of the opinion or the assumptions on which it is based.

Further, ABN AMRO's opinions are necessarily based on financial, economic, monetary, market and other conditions, including those in the securities and oil and gas markets, as in effect on, and the information made available to ABN AMRO or used by it up to, the respective dates of the opinions. ABN AMRO's opinions exclusively focus on the fairness, from a financial point of view, of the exchange ratio to the holders of Royal Dutch ordinary shares and do not address any other issues such as the underlying business decision to unite the share capital of Royal Dutch and Shell Transport or to recommend the offer, any transaction involving Shell Transport, or the commercial merits of any of the foregoing, which are matters solely for the Royal Dutch board of management and Royal Dutch supervisory board. In addition, ABN AMRO's opinions do not in any manner address the prices or volumes at which the Royal Dutch ordinary shares, the Class A Shares or the Class B Shares may trade following consummation of the Transaction. Subsequent developments in the aforementioned conditions may affect the opinions and the assumptions made in preparing the opinions and ABN AMRO is not obliged to update, revise or reaffirm the opinions if such conditions change.

In rendering its opinions, ABN AMRO has not provided legal, regulatory, tax, accounting or actuarial advice and accordingly ABN AMRO does not assume any responsibility or liability in respect thereof. ABN AMRO did not participate in negotiations with respect to the terms of the unification protocol, the offer, the Scheme and the other transactions contemplated by the unification protocol. Furthermore, ABN AMRO assumed that the Transactions will be consummated on the terms and conditions as set out in the unification protocol and the draft dated May 10, 2005 of the announcement of final proposals for the Transaction, without any material changes to, or waiver of, their terms or conditions. Moreover, ABN AMRO assumed that the offer will be tax neutral for most holders of Royal Dutch ordinary shares and Shell Transport ordinary shares.

As described on page 41 under "— Reasons for the Transaction", the Royal Dutch board of management and Royal Dutch supervisory board took into account a number of factors in evaluating the offer and reaching a determination to recommend the offer, including, but not limited to, ABN AMRO's opinion dated October 27, 2004. Accordingly, ABN AMRO's analyses summarized below should not be viewed as determinative of the views of the Royal Dutch board of management and Royal Dutch supervisory board with respect to the offer.

In order to consider the fairness of the exchange ratio, ABN AMRO concluded that it was not necessary to analyze the underlying absolute fundamental value of the assets and operations of the Royal Dutch/ Shell Group as a whole. The exchange ratio determines the apportionment of this value between Royal Dutch and Shell Transport ordinary shareholders, and not the value itself. As a result, ABN AMRO did not perform any fundamental valuation analysis which may have included, inter alia, discounted cash flow analysis and comparable multiples analysis. ABN AMRO performed the analyses described below for purposes of evaluating whether the exchange ratio based on the current Royal Dutch/ Shell Transport 60/40 ownership of the Royal Dutch Shell Group is fair, from a financial point of view, to holders of Royal Dutch ordinary shares. The following is a summary of the financial analyses performed by ABN AMRO in connection with the rendering of its opinion dated October 27, 2004. The analyses were prepared for purposes of ABN AMRO providing its

opinion dated October 27, 2004 to the Royal Dutch board of management and Royal Dutch supervisory board in connection with their consideration of the offer.

ABN AMRO reviewed and updated such analyses in connection with its preparation of the opinion dated May 13, 2005.

***Analyses in connection with the opinion dated October 27, 2004***

*The Offer and the Scheme of Arrangement*

ABN AMRO considered that Royal Dutch Shell will make an offer for the entire issued share capital of Shell Transport to be implemented through a court sanctioned scheme of arrangement on the basis of 0.2874 Class B Shares for each Shell Transport ordinary share (the "Scheme Consideration"). The offer will be interconnected with and inter-conditional on the Scheme. The exchange ratio and the Scheme Consideration (together) reflect the current Royal Dutch/ Shell Transport 60/40 ownership in the Royal Dutch Shell Group (as set forth in the table below).

**Royal Dutch Shell ownership by former Royal Dutch and**

**Shell Transport shareholders implied by the exchange ratios**

| | Royal Dutch | Shell Transport | Royal Dutch Shell |
|---|---|---|---|
| Current shares outstanding[1] | 2,074,400,000 | 9,624,900,000 | N/A |
| Exchange Ratio | 2.0 | 0.2874 | N/A |
| Equivalent Royal Dutch Shell shares[2] | 4,148,800,000 | 2,765,866,667 | 6,914,666,667 |
| **% of Royal Dutch Shell shares** | 60.0% | 40.0% | 100.0% |

(1) Based on draft announcement, dated October 25, 2004. Excludes Royal Dutch priority shares, which are to be canceled. Excludes Shell Transport preference shares, which are to be bought out for cash (for Shell Transport's account — Royal Dutch/ Shell Group management has indicated that the cash amount would be in the range of £12-20 million which should not be considered material).

(2) Assumes 100% acceptance of the offer by Royal Dutch shareholders and assumes that Class A Shares and Class B Shares have the same voting and economic rights (including the right to same amount of dividends when declared and paid).

ABN AMRO considered that the Class A Shares and Class B Shares will have identical voting and economic rights, but the Class B Shares will, through a dividend access mechanism, entitle holders to UK-sourced dividends, whereas the Class A Shares will entitle holders to Dutch-sourced dividends.

*Existing agreements between Royal Dutch and Shell Transport*

ABN AMRO considered that, based on the scheme for amalgamation between Royal Dutch and Shell Transport dated September 12, 1906, and the agreements from 1907 by which the scheme for amalgamation was implemented, Royal Dutch has 60% ownership in the Royal Dutch/ Shell Group and has the right to nominate 60% of the directors of the Royal Dutch/ Shell Group holding companies. The scheme for amalgamation further specifies that the payment of dividends to Royal Dutch and Shell Transport should be on a 60/40 basis. ABN AMRO also considered certain public statements by Royal Dutch to the effect that arrangements between Royal Dutch and Shell Transport provide, inter alia, that, not withstanding variations in shareholdings, Royal Dutch and Shell Transport shall share in the aggregate net assets and in the aggregate dividends and interests received from the Royal Dutch/ Shell Group in the proportion 60/40 and that the burden of all taxes in the nature of or corresponding to an income tax leviable in respect of such dividends and interests shall fall in the same proportion.

From ABN AMRO's review of the existing agreements between Royal Dutch and Shell Transport and confirmation by Royal Dutch, ABN AMRO did not identify any material variation from the scheme for amalgamation in which it was agreed that Royal Dutch has a 60% interest and Shell Transport a 40% interest in the Royal Dutch/ Shell Group.

*Historic dividend payments*

ABN AMRO extracted information regarding the dividends paid and payable from the cash flow statements and balance sheets respectively of Royal Dutch and Shell Transport from their respective annual reports and accounts for the preceding five years. This information was translated at currency exchange rates applicable to those periods. For each year, ABN AMRO calculated the dividends paid and payable by each of Royal Dutch and Shell Transport as a percentage of the total dividends received and receivable.

Over a 5-year period, the average dividends paid and payable from the Royal Dutch/ Shell Group to Royal Dutch and Shell Transport, respectively, have broadly been on a 60/40 basis (60.0/40.0 based on the cash flow statement and 60.1/39.9 based on the balance sheets), matching the 60/40 interests in the Royal Dutch/ Shell Group of Royal Dutch and Shell Transport, respectively.

*Historic share buy-back programs*

ABN AMRO examined Royal Dutch's and Shell Transport's share buy-back programs from February 2001 to September 2004. The total value of shares repurchased by Royal Dutch and Shell Transport respectively was calculated for each buy back date. Shell Transport's total value repurchased was converted into euro at the prevailing currency exchange rate for each repurchase date. In practice, the 60/40 ownership structure implied by the exchange ratio and Scheme Consideration also broadly applies in the context of share buy backs by Royal Dutch and Shell Transport (Royal Dutch, on average, contributed 59.7% of the total share buy-backs and Shell Transport 40.3%), substantially matching the 60/40 interests in the Royal Dutch/ Shell Group of Royal Dutch and Shell Transport respectively.

*Historic trading relationship*

ABN AMRO analyzed the historic trading of Royal Dutch ordinary shares and Shell Transport ordinary shares. The share prices were translated at currency exchange rates prevailing at that time. The share prices were subsequently multiplied by the shares outstanding (at the applicable times) of Royal Dutch and Shell Transport respectively to arrive at the historic market capitalizations. The historical trading relationship between the Royal Dutch ordinary shares and Shell Transport ordinary shares has broadly matched the 60/40 interests (as set forth in the table below). When that relationship has deviated from the 60/40 relationship, it appears to have done so for reasons external to the Royal Dutch/ Shell Group, such as index inclusion, relative index performance and taxation changes.

**Average market capitalization of Royal Dutch and Shell Transport as a percentage of the combined market capitalization for various time intervals**

| | Royal Dutch | Shell Transport |
|---|---|---|
| Current (as at the close of business on October 20, 2004) | 60.18% | 39.82% |
| Six months | 60.11% | 39.89% |
| 1 year | 60.37% | 39.63% |
| 2 years | 60.08% | 39.92% |
| 5 years | 60.64% | 39.36% |
| 10 years | 61.60% | 38.40% |
| 20 years | 61.72% | 38.28% |

*Value Residing in the Parent Companies*

A review was performed by ABN AMRO on the Parent Companies the purpose of which was to identify any material value that resided with one or other company above the Royal Dutch/ Shell Group holding company level and which may, therefore, have a bearing on the exchange ratio.

This review included a review of various documents, and discussions with the representatives of, and advisers to, Royal Dutch, Shell Transport and the Royal Dutch/ Shell Group. In particular, ABN AMRO placed

reliance on the confirmations provided to it by Royal Dutch and Shell Transport at a meeting that took place on October 19, 2004.

The balance sheets of the Parent Companies were analyzed in order to determine whether they had a material bearing on the exchange ratio. The net current assets ("NCAs") positions for Royal Dutch and Shell Transport were relevant for this analysis because they represented the sum of all line items on the Parent Companies' balance sheets (namely the Current Assets and Current Liabilities) other than the line items representing the Parent Companies' respective investments in the Group holding companies. The line items representing the Parent Companies' respective investments in the Group holding companies were not relevant for purposes of this analysis as they did not identify value residing with one or the other of the Parent Companies above the Group holding company level. An analysis of the balance sheets as at June 30, 2004 showed that Royal Dutch's NCAs as at June 30, 2004 were €662 million and Shell Transport's NCAs as at June 30, 2004 were £408 million, which translated at the currency exchange rate of the pound sterling against the euro on June 30, 2004 of 1:1.491 is equivalent to €608 million. The ratio of Royal Dutch's NCAs to Shell Transport's NCAs was not in line with the 60/40 ratio.

If the combined NCAs of Royal Dutch and Shell Transport of €1,270 mln were divided between Royal Dutch and Shell Transport on a 60/40 basis, then Royal Dutch's NCAs would need to be €100 million higher and Shell Transport's NCAs €100 million lower. However, in the context of the combined market capitalization of Royal Dutch and Shell Transport as at October 15, 2004 and of Royal Dutch/ Shell Group's net assets as at June 30, 2004, the approximately €100 million difference represents a de minimis amount (0.07% as a percentage of combined market capitalization and 0.16% as a percentage of the Royal Dutch/ Shell Group net assets). In addition, the approximately €100 million difference in NCAs represents 5 cents per Royal Dutch ordinary share or 1 pence per Shell Transport ordinary share. In the context of the fairness, from a financial point of view, of the exchange ratio, ABN AMRO concluded that the difference should not be considered sufficiently material to require any adjustment.

The review performed of the Parent Companies did not reveal any material assets or liabilities that resided solely in one Parent Company or the other, whether on or off balance sheet.

*Precedent unification transactions*

ABN AMRO reviewed the unification of six former dual-headed company structures;

- ABB Ltd., 1999;
- Dexia SA, 1996;
- New Zurich Financial Services, 2000;
- Fortis SA and Fortis NV, 2001;
- Merita Nordbanken plc, 1999; and
- SmithKline Beecham plc, 1996.

Each of the listed transactions was chosen as comparable because it resulted in the unification of public listed companies.

ABN AMRO considered the differences in economic and voting shareholdings in each transaction before and after the unifications, in order to determine whether a premium was paid in favor of one of the two groups of shareholders. ABN AMRO noted that the reasons for, and circumstances surrounding, each of these transactions were different and the characteristics of such transactions and the companies involved were not directly comparable to the offer. Based on an analysis of the economic rights and voting rights before and after the unification for each of these transactions, ABN AMRO concluded that:

- Precedent unifications have been undertaken on the same basis as that which existed prior to unification, except in the Dexia unification where the economic ownership pre- and post-unification were marginally, but not materially, different (50/50 before and 50.6/49.4 after); and

- No premia for control have been paid in unification transactions, in the three situations where the unifying partners had unequal economic ownership prior to the unification.

Pursuant to the opinion letters and the engagement letter between Royal Dutch and ABN AMRO, the opinions as well as the relationship between ABN AMRO on the one hand, and Royal Dutch and its management board and supervisory board on the other hand, are governed by Dutch law and the Dutch courts have exclusive jurisdiction thereover.

The Royal Dutch board of management and the Royal Dutch supervisory board selected ABN AMRO as Royal Dutch's financial advisor based on ABN AMRO's qualifications, expertise and reputation. ABN AMRO is an internationally recognized investment banking and advisory firm. As part of its investment banking and financial advisory business, ABN AMRO is continuously involved in the valuation of businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements and valuations for corporate and other purposes. ABN AMRO is acting as financial advisor to Royal Dutch in connection with the offer, and will receive a fee of €2,000,000, including for rendering the opinions, half of which was payable upon the delivery of the opinion dated October 27, 2004 and the other half of which is payable upon the earlier of (i) the day after the shareholders meeting of Royal Dutch at which the holders of Royal Dutch ordinary shares are requested to consider the offer (regardless of the outcome of such meeting) or (ii) September 30, 2005. The fee amount was agreed upon following negotiation. Royal Dutch has also agreed to reimburse ABN AMRO for reasonable out of pocket expenses incurred by ABN AMRO in performing its services, including the fees and expenses of legal counsel, and to indemnify ABN AMRO and related persons and entities against liabilities, including liabilities under the federal securities laws, relating to or arising from ABN AMRO's engagement.

From time to time ABN AMRO and its affiliates have also (i) maintained banking relationships with Royal Dutch, Shell Transport or the Royal Dutch/ Shell Group, including overdraft facilities and intraday facilities related to cash management and project financing, (ii) provided investment banking services such as mergers and acquisitions advice and (iii) executed transactions, for their own account or for the accounts of customers, in the Royal Dutch ordinary shares or the Shell Transport ordinary shares or debt securities of Royal Dutch and Shell Transport and, accordingly, may at any time hold a long or short position in such securities. In connection with the Transaction, ABN AMRO has been retained by Royal Dutch Shell to act as Dutch exchange agent in the offer and as co-listing agent in connection with the listing of the Class A Shares and the Class B Shares on Euronext Amsterdam. For its role as Dutch exchange agent and co-listing agent, Royal Dutch Shell has agreed to pay ABN AMRO up to €5,000,000, half of which is payable upon publication of the Dutch offer document, and the other half of which is payable upon the offer being consummated, which is subject to adjustment. For its role as Dutch exchange agent and co-listing agent, Royal Dutch Shell has also agreed to pay ABN AMRO an additional fee of up to €3,000,000, depending on the acceptance level in the offer. Royal Dutch Shell has also agreed to reimburse ABN AMRO for reasonable out of pocket expenses incurred by ABN AMRO in performing its services as Dutch exchange agent and co-listing agent, including the fees and expenses of legal counsel, and to indemnify ABN AMRO and related persons and entities against liabilities, including liabilities under the federal securities laws, relating to or arising from ABN AMRO's engagement.

In addition, ABN AMRO also assisted Royal Dutch Shell by transferring shares into the Euroclear Nederland clearing system.

In the past two years, the aggregate compensation received by ABN AMRO and its affiliates from Royal Dutch Shell, Royal Dutch and Shell Transport and their affiliates was approximately €8,700,000 (which includes the payment of €1,000,000 received upon delivery of the opinion dated October 27, 2004).

In addition, Jonkheer Aarnout Loudon, who is a member of the Royal Dutch supervisory board, is Chairman of the Supervisory Board of ABN AMRO Holding N.V., the parent company of ABN AMRO. Jonkheer Aarnout Loudon has not been involved in the decisions by Royal Dutch and ABN AMRO in connection with the services provided by ABN AMRO to Royal Dutch or Royal Dutch Shell.

**Information Agent**

We have engaged Georgeson Shareholder Communications Inc, which is acting as information agent for the offer to, among other things, contact Royal Dutch shareholders in connection with the offer. Under the terms of our agreement with Georgeson, we have agreed to pay Georgeson reasonable and customary fees for its services. We have also agreed to (i) reimburse Georgeson for certain costs and expenses in connection with the Transaction and (ii) to indemnity the Information Agent and related persons and entity against liabilities related to or arising out of Georgeson's engagement.

**Dividend Payments**

In setting the level of the dividend, our board will seek to increase dividends at least in line with inflation over time. The base for the 2005 financial year will be the dividends paid by Royal Dutch in respect of the financial year ended December 31, 2004.

Following consummation of the Transaction, dividends declared by us will be paid on a quarterly basis starting with the dividend for the second quarter of 2005. This dividend is expected to be declared on July 28, 2005 and paid in September 2005.

Royal Dutch and Shell Transport have declared dividends on their respective shares in respect of the first quarter of 2005. Our board of directors will take these dividends into account when determining the dividends which we should declare for the remainder of the year.

We will declare dividends in euro. Dividends declared on Class A Shares will be paid in euro, although holders of Class A Shares will be able to elect to receive dividends in pounds sterling. Dividends declared on Class B Shares will be paid in pounds sterling, although holders of Class B Shares will be able to elect to receive dividends in euro. Holders of Royal Dutch Shell ADRs will receive payment in US dollars and will not be able to elect to receive dividends in any other currency. The availability of the dividend currency election may be suspended or terminated by our Board at any time without notice, for any reason and without financial recompense.

For a description of UK, Dutch and U.S. federal income tax consequences of dividend payments, please refer to the "Material Tax Consequences" section on page 74.

**Redemption of Royal Dutch Priority Shares**

There are 1,500 issued priority shares in the capital of Royal Dutch, each with a nominal value of €448 (the "Royal Dutch priority shares"). Each member of the Royal Dutch supervisory board and of the Royal Dutch board of management is the holder of six Royal Dutch priority shares. The Royal Dutch priority shares foundation holds the other Royal Dutch priority shares. The Board of the Royal Dutch priority shares foundation consists of all members of the Royal Dutch supervisory board and the Royal Dutch board of management.

Royal Dutch priority shares represent certain special rights, which include:

(a) determining the number of managing directors and the number of members of the Royal Dutch supervisory board;

(b) drawing up a binding nomination consisting of at least two persons for filling vacancies on the Royal Dutch board of management and the Royal Dutch supervisory board; and

(c) granting consent for amendment of the Royal Dutch articles of association or for dissolution of Royal Dutch.

As announced on June 17, 2004, a proposal to abolish the Royal Dutch priority shares will be put to the Royal Dutch Annual General Meeting on June 28, 2005.

It will be proposed that the Royal Dutch annual general meeting resolves to amend the Royal Dutch articles of association and to grant authority to the Royal Dutch board of management to buy back all the outstanding Royal Dutch priority shares and subsequently cancel all the Royal Dutch priority shares thus obtained.

These matters will together be put to the Royal Dutch annual general meeting to be voted on in one vote. The Royal Dutch priority shares will be abolished if the majority of holders of Royal Dutch shares present or represented at the Royal Dutch annual general meeting votes in favour of this proposal. The proposed amendment to the Royal Dutch articles of association consists of, among other things, the introduction of a one tier board structure for Royal Dutch and the abolition of the Royal Dutch priority shares as a class of shares (thereby converting the outstanding Royal Dutch priority shares into Royal Dutch ordinary shares).

If passed, the above mentioned resolution shall be implemented by (i) carrying out the buy back of the Royal Dutch priority shares and (ii) executing the deed of amendment of the Royal Dutch articles of association as soon as possible thereafter (which is intended to be on or about 1 July 2005). The subsequent cancelation of the (former) Royal Dutch priority shares will become effective on, and is subject to, completion of the required procedural matters under Dutch law.

The holders of the Royal Dutch priority shares have offered to sell their shares to Royal Dutch, subject to the Royal Dutch annual general meeting resolving to amend the Royal Dutch articles of association whereby the Royal Dutch priority shares are abolished as a separate class.

**Interests of Royal Dutch's Directors and Management in the Offer**

You should be aware that members of the Royal Dutch board of management and the Royal Dutch supervisory board may have interests in the Transaction that are in addition to, or may be different from, the interests of Royal Dutch shareholders generally.

As of May 13, 2005, the members of the Royal Dutch supervisory board and the Royal Dutch board of management beneficially owned 511,338 Royal Dutch ordinary shares, including share options exercisable within 60 days of May 13, 2005, representing less than 1% of the outstanding Royal Dutch ordinary shares.

*Board Composition*

If the Transaction is completed, Royal Dutch will become a subsidiary of Royal Dutch Shell and the following members of the Royal Dutch supervisory board and the Royal Dutch board of management will become directors of Royal Dutch Shell: Aad Jacobs will become the Chairman and each of Jeroen van der Veer, Rob Routs, Linda Cook, Maarten van den Bergh, Wim Kok, Jonkheer Aarnout Loudon, Lawrence Ricciardi and Christine Morin-Postel will become directors.

*Employment Arrangements*

If the Transaction is completed, members of the Royal Dutch board of management will continue to have the following positions with the RDS Group: (i) Jeroen van der Veer will be the Chief Executive; (ii) Linda Cook will be Executive Director of Gas & Power and (iii) Rob Routs will be Executive Director of Oil Products and Chemicals.

*Share Plans*

Each of Jeroen van der Veer, Linda Cook and Rob Routs, as well as other key executives, will participate fully in our share plans, which are expected to be established upon consummation of the Transaction, as long as such individuals are employed by us or one of our subsidiaries.

**Accounting Matters**

We have an accounting year-end of December 31. Our first annual report and accounts following completion of the Transaction will be prepared for the period ending December 31, 2005. Generally, interim information is expected to be published for the three-month periods ending March 31, June 30 and September 30 in each year.

We will prepare our financial statements using International Financial Reporting Standards. We will reconcile our financial statements to U.S. GAAP in accordance with the requirements of the SEC. We will account for the Transaction on an historical cost (or carry-over) basis under International Financial Reporting

Standards and U.S. GAAP, meaning that the assets and liabilities of Royal Dutch and Shell Transport will continue to be carried on an historical cost basis (rather than being adjusted to fair value).

For further information on the accounting treatment of the Transaction, see “Unaudited Condensed Pro Forma Combined Financial Information” on page 134.

**Regulatory Matters**

The offer is conditioned upon all necessary filings or applications having been made in connection with the Transaction and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Transaction. The regulatory filings and applications required in connection with the Transaction include antitrust approvals and other approvals required in relation to applicable investment regulations.

**Appraisal Rights**

There are no appraisal rights in connection with the offer or the Transaction. For a description of the squeeze-out procedure that may be effected following the offer, see “The Offer — Squeeze-Out Procedure; other Possible Post-Closing Restructurings and Actions” on page 63.

**Employee Benefit Matters**

***Effect of the Transaction on Awards Outstanding under Royal Dutch/ Shell Group Share Plans***

The intention is to provide for rollovers of participants’ existing options or other rights over Royal Dutch ordinary shares or Shell Transport ordinary shares into equivalent rights over our ordinary shares where possible and subject to local legal requirements. These rollovers will be effected using the same exchange ratios as are being used in the offer and in the Scheme of Arrangement as set forth under “The Scheme of Arrangement — General” on page 66. This will enable the participants to maintain their economic interests in the Royal Dutch/ Shell Group. For Group employee benefit plans which consist of the granting of options over Royal Dutch ordinary shares, when the Transaction is completed, it is expected that the exercise price for each outstanding option over our ordinary shares will be equal to the exercise price per share of Royal Dutch ordinary shares subject to the option before the exchange, divided by 2.

The exchanged options or rights over our ordinary shares will, so far as possible, be on equivalent terms as to rights of exercise and other substantive terms and conditions as the existing options or rights over Royal Dutch ordinary shares or Shell Transport ordinary shares. It is not intended that the rollovers will lead to any amendments of the terms of the existing options or other rights over Royal Dutch ordinary shares or Shell Transport ordinary shares.

Where there is no ability for Royal Dutch or Shell Transport to require rollover under the rules of the plans (for example under certain share option plans) a rollover will be made available. In relation to the Shell sharesave scheme, which is a UK HMRC approved all employee savings-based stock option plan for UK resident employees and executive directors of The Shell Petroleum Company Limited and its participating subsidiaries, there will also be a right of exercise triggered by the Transaction.

In relation to the share and save plan established by members of the Group in Australia (the “Australian Plan”), which is an Australian revenue approved all employee savings based share purchase plan open to employees of Shell Company of Australia Limited, Shell Information Technology International Pty Ltd. and Shell Refining (Australia) Pty Ltd. certain participants will not be able to rollover their Royal Dutch ordinary shares into Royal Dutch Shell ordinary shares.

## THE OFFER

### General

If the offer is completed:

- for every Royal Dutch ordinary share held in New York registry form you validly tender in the offer and do not properly withdraw, you will receive one Class A ADR; and

- for every Royal Dutch ordinary share held in bearer or Hague registry form you validly tender in the offer and do not properly withdraw, you will receive two Class A Shares.

Each Class A ADR will represent two Class A Shares.

### Conditions to the Offer

The Transaction can only become effective if (i) all the conditions to the Scheme and (ii) all the conditions to the offer have, in each case, been satisfied or, to the extent permitted by applicable law and the implementation agreement, waived. In addition, Shell Transport has undertaken not to proceed with the Scheme and to withdraw the Scheme in the event that prior to the hearing date, the implementation agreement is terminated in accordance with its terms. When these conditions have been satisfied or, to the extent permitted by applicable law and the implementation agreement, waived, the Transaction will become effective upon the registration of the court order sanctioning the Scheme by the Registrar of Companies in England and Wales, which is expected to occur on July 20, 2005. All conditions to the offer other than the Scheme condition set out in clause (ix) below must be satisfied or waived on or prior to the expiration of the offer period described below under the heading “Offer Period” on page 54 (although it may not be possible to determine whether the minimum acceptance condition has been satisfied until immediately after the expiration of the offer period). In order to facilitate the concurrent completion of the offer and the Scheme, the scheme condition will survive the expiration of the offer period for up to 5 Euronext Amsterdam trading days. Unless the Scheme becomes effective by December 31, 2005, or such later date as Royal Dutch Shell, Shell Transport and Royal Dutch may agree and the UK High Court may allow, the Scheme will not become effective and the Transaction will not proceed.

The offer will be declared unconditional (*gestand gedaan*) if the following conditions are fulfilled, or to the extent permitted by applicable law and the implementation agreement, waived:

(i) the number of Royal Dutch ordinary shares that have been validly tendered for exchange before the expiry of the offer acceptance period and have not been withdrawn representing at least 95 percent of the issued share capital of Royal Dutch that is then outstanding;

(ii) our ordinary shares being authorized for listing on Euronext Amsterdam subject to the offer being declared unconditional (*gestanddoening*);

(iii) the admission to the official list of the UKLA of our ordinary shares becoming effective in accordance with the listing rules of the UKLA or (if we and Shell Transport so determine and subject to the consent of the UK Takeover Panel) the UKLA agreeing or confirming its decision to admit such shares to the official list of the UKLA, and the London Stock Exchange agreeing to admit such shares to trading, subject only to (a) the reclassification of the appropriate number of euro deferred shares as Class A Shares; (b) the allotment of Class B Shares and/or (c) the Scheme of Arrangement becoming effective;

(iv) our ADRs to be issued in connection with the Transaction being approved for listing on the New York Stock Exchange, subject to official notice of issuance;

(v) prior to the expiration date of the initial offer acceptance period, no notification being received from the Dutch Authority for the Financial Markets that the offer has been made in conflict with Chapter IIA of the 1995 Securities Act in which case the Admitted Institutions of Euroclear Nederland pursuant to section 32a of the 1995 Securities Decree would not be allowed to co-operate with the execution and settlement of the offer;

(vi) prior to the expiration date of the offer, the Royal Dutch Annual General Meeting being held in accordance with Dutch law to inform Royal Dutch shareholders about the offer and the Royal Dutch Annual General Meeting having resolved to approve the entering into by Royal Dutch of the implementation agreement;

(vii) all necessary filings or applications having been made in connection with the Transaction and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Transaction (other than those specified in clause (viii));

(viii) the U.S. registration statements relating to the Class A Shares and our ADRs having become effective in accordance with the provisions of the Securities Act, no stop order suspending the effectiveness of those registration statements having been issued by the SEC and no proceedings for that purpose having been initiated or threatened by the SEC and not concluded or withdrawn; and

(ix) the sanction (with or without modification) by the UK High Court of the Scheme and the registration of the order sanctioning the Scheme by the Registrar of Companies of England and Wales.

The conditions specified in clauses (v), (viii) and (ix) above may not be waived. Subject to the requirements of Dutch tender offer regulations and U.S. federal securities laws, we reserve the right, at any time, and from time to time, to waive any of the other conditions to the offer in any respect (including the minimum acceptance condition), by giving oral or written notice of the waiver to the Dutch exchange agent and the U.S. exchange agent and by making a public announcement in accordance with the procedures outlined under "— Offer Period" on page 54. We have agreed in the implementation agreement not to waive the conditions to the offer or determine whether such conditions have been satisfied without the prior written consent of Royal Dutch and Shell Transport.

Notwithstanding any other provisions of the offer, and in addition to our right to extend and amend the offer at any time, to the extent permitted by the implementation agreement, we will not be required to declare the offer unconditional (*gestanddoening*), accept for exchange or, subject to any applicable rules and regulations of the SEC relating to our obligation to exchange or return tendered Royal Dutch ordinary shares promptly after termination or withdrawal of the offer and applicable Dutch tender offer regulations, exchange, and may delay the acceptance for exchange of and accordingly the exchange of, any tendered Royal Dutch ordinary shares, and may terminate the offer, unless all the conditions listed above are satisfied or, the extent permitted by applicable law and the implementation agreement, waived. If all conditions to the offer are satisfied or, to the extent permitted by applicable law and the implementation agreement, waived by the party entitled to waive, we will declare the offer unconditional (*gestanddoening*) and accept for exchange all Royal Dutch ordinary shares that have been validly tendered and not properly withdrawn pursuant to the terms of the offer in accordance with the procedures set forth below under the heading "— Acceptance and Delivery of Securities" on page 61.

Subject to the satisfaction or, to the extent permitted, waiver of all conditions to the offer other than the scheme condition, we expect to make a public announcement on or immediately prior to the hearing date, stating that all conditions except for the scheme condition have been satisfied or waived, and subject to and immediately upon the satisfaction of the scheme condition, the offer will thereafter automatically be declared to be unconditional (*gestanddoening*) upon the registration of the order sanctioning the Scheme by the Registrar of Companies in England and Wales.

**Offer Period**

The offer will commence on May 19, 2005 and expire at 5:00 p.m. New York City time (11:00 p.m. Amsterdam time) on July 18, 2005, unless the offer is extended in accordance with Dutch tender offer regulations and U.S. federal securities laws.

If one or more of the offer conditions described in this prospectus under "— Conditions to the Offer" on page 53 is not fulfilled, we may, from time to time, and with the prior written consent of Royal Dutch and Shell Transport, extend the period of time for which the offer is open until all the conditions listed above under "— Conditions to the Offer" have been satisfied or, to the extent permitted, waived.

If we extend, terminate, withdraw or declare the offer unconditional (in accordance with applicable law), we will notify the U.S. exchange agent by written notice or oral notice confirmed in writing. If we determine to extend the offer or to declare the offer unconditional, we will also make an announcement to that effect on the next Euronext Amsterdam trading day after the previously scheduled expiration date of the offer. We will announce any extension of the offer by issuing a press release on, among others, the Dow Jones News Service and by publication in the Daily Official List of Euronext Amsterdam and one or more daily national newspapers in The Netherlands. In addition, notice will be posted on www.shell.com. During an extension, any Royal Dutch ordinary shares validly tendered and not properly withdrawn will remain subject to the offer, subject to the right of each holder to withdraw the Royal Dutch ordinary shares he or she has already tendered. If we extend the period of time during which the offer is open, the offer will expire at the latest time and date to which we extend the offer.

Subject to the requirements of Dutch tender offer regulations and the U.S. federal securities laws (including U.S. federal securities laws which require that material changes to the offer be promptly disseminated to shareholders in a manner reasonably designed to inform them of such changes) and without limiting the manner in which we may choose to make any public announcement, we will have no obligation to communicate any public announcement other than as described above.

We will extend the offer if we change the consideration being offered within 10 U.S. business days of the then-scheduled expiration date of the offer, so that the offer will expire no less than 10 U.S. business days after the publication of the change. If, prior to the expiration date of the offer, we determine to change the consideration being offered in the offer, the change will be applicable to all holders of Royal Dutch ordinary shares whose Royal Dutch ordinary shares are accepted for exchange pursuant to the offer whether or not those Royal Dutch ordinary shares were accepted for exchange prior to the change.

We will also extend the offer, to the extent required by applicable Dutch tender offer regulations or U.S. federal securities laws, if we:

- make a material change to the terms of the offer, other than a change in the consideration being offered in the offer; or
- make a material change in the information concerning the offer, or waive a material condition of the offer.

We reserve the right to reduce or waive the minimum acceptance condition. In accordance with U.S. federal securities law requirements, we will make an announcement five U.S. business days prior to the date on which any reduction in the minimum acceptance condition may be effected, stating the percentage to which the minimum acceptance condition may be reduced. Any such announcement will be made through a press release and by placing an announcement in a newspaper of national circulation in the United States. Any such announcement will advise shareholders to withdraw their acceptances immediately if their willingness to accept the offer would be affected by a reduction in the minimum acceptance condition. The offer will be open for acceptances for at least five U.S. business days after any reduction in the minimum acceptance condition, which period may include the subsequent offer period, if one is offered.

**Subsequent Offer Period**

If the offer is declared unconditional, we reserve the right to provide a subsequent offer period of up to 15 Euronext Amsterdam trading days, but in no event more than 20 U.S. business days in length, following the date the offer is declared unconditional. A subsequent offer period is an additional period of time, following the date the offer is declared unconditional, during which any holder of Royal Dutch ordinary shares may tender Royal Dutch ordinary shares not tendered in the offer. A subsequent offer period, if one is provided, is not an extension of the offer, which already will have expired, and Royal Dutch ordinary shares previously tendered and accepted for exchange in the offer will not be subject to any further withdrawal rights. A subsequent offer period, if one is provided will not affect the timing of the acceptance and delivery of Royal Dutch ordinary shares previously tendered and accepted for exchange in the offer, as described below under the heading “— Acceptance and Delivery of Securities”. During the subsequent offer period, tendering shareholders will not have

withdrawal rights, and we will promptly accept for exchange any Royal Dutch ordinary shares tendered during the subsequent offer period at the same exchange ratio as in the offer. Any subsequent offer period will be announced simultaneously with an announcement that the offer has been declared unconditional.

**Procedures for Tendering**

We have retained ABN AMRO to act as Dutch exchange agent in connection with the offer made to holders of Royal Dutch ordinary shares in bearer or Hague registry form. We have retained JP Morgan Chase Bank to act as the U.S. exchange agent in connection with the offer for purposes of exchanging Royal Dutch ordinary shares in New York registry form.

*Holders of Royal Dutch Ordinary Shares in New York Registry Form*

If you hold your Royal Dutch ordinary shares in New York registry form in a brokerage or custody account, you should instruct your broker, dealer, commercial bank, trust company or other entity through which you hold your shares to arrange for the DTC participant holding your shares in its DTC account to tender your shares in the offer to the U.S. exchange agent by means of delivery through the DTC book-entry confirmation facilities (ATOPs) of your shares to the DTC account of the U.S. exchange agent, together with an agent's message acknowledging that the tendering participant has received and agrees to be bound by the terms of the offer, prior to the expiration date of the offer. All tenders (other than tenders to be made pursuant to the guaranteed delivery procedures set forth below) of Royal Dutch ordinary shares in New York registry form through the DTC book-entry confirmation facilities must be received by the U.S. exchange agent before the expiration date of the offer.

If your Royal Dutch ordinary shares in New York registry form are represented by one or more share certificates, you may tender your Royal Dutch ordinary shares in New York registry form to the U.S. exchange agent by delivering to the U.S. exchange agent a properly completed and duly executed letter of transmittal, with all applicable signature guarantees from an eligible guarantor institution, together with the certificate(s) evidencing your Royal Dutch ordinary shares in New York registry form specified on the face of the letter of transmittal, and any other required documents, prior to the expiration date of the offer.

Registered holders of Royal Dutch ordinary shares in New York registry form should send their properly completed and duly executed letters of transmittal, together with the corresponding share certificate(s), only to the U.S. exchange agent and not to us or to the Dutch exchange agent. To be accepted for exchange, letters of transmittal properly completed and duly executed, together with the corresponding Royal Dutch New York registry share certificate(s), must be received by the U.S. exchange agent before the expiration date of the offer unless the guaranteed delivery procedures described below are utilized.

**The method of delivery of share certificate(s) and letters of transmittal for Royal Dutch ordinary shares in New York registry form and all other required documents is at your option and risk, and the delivery will be deemed made only when actually received by the U.S. exchange agent. In all cases, you should allow sufficient time to ensure timely delivery.**

Tendered Royal Dutch ordinary shares in New York registry form will be held in an account controlled by the U.S. exchange agent, and, consequently, you will not be able to sell, assign, transfer or otherwise dispose of shares you tender, until such time as (i) you properly withdraw your Royal Dutch ordinary shares in New York registry form from the offer, (ii) your Royal Dutch ordinary shares in New York registry form have been exchanged for Class A ADRs (in which case, you will only be able to sell, assign, transfer or otherwise dispose of the Class A ADRs received in respect of your Royal Dutch ordinary shares in New York registry form tendered in the offer) or (iii) your Royal Dutch ordinary shares in New York registry form have been returned to you if the offer is withdrawn or terminated or because they were not accepted for exchange.

*Holders of Royal Dutch Ordinary Shares in Bearer or Hague Registry Form*

Holders of Royal Dutch ordinary shares in bearer form who hold their Royal Dutch ordinary shares via a bank or stockbroker should make their acceptance of the offer known to the Dutch exchange agent, ABN AMRO, via their respective bank or stockbroker during the period beginning on May 20, 2005 and ending on the

expiration date of the offer. The bank or stockbroker may set an earlier deadline for communication by holders of Royal Dutch ordinary shares in bearer form in order to permit the bank or stockbroker to communicate their acceptances to the Dutch exchange agent, ABN AMRO, in a timely manner.

Holders of Royal Dutch ordinary shares in Hague registry form registered in the name of the relevant holders (*aandelen op naam*) will receive an application form to make their acceptance of the offer known. The application form should be completed, signed and returned so as to reach N.V. Algemeen Nederlands Trustkantoor ANT at PO Box 11063, 1001 GB Amsterdam, The Netherlands by no later than the expiration date of the offer. The signed application form will constitute the legal deed of transfer.

Holders of Royal Dutch ordinary shares in bearer form represented by already issued share certificates to bearer provided with separate dividend coupons (*K-stukken*) should note that, in accordance with Royal Dutch's articles of association, such certificates have been abolished. If such holders wish to tender these Royal Dutch ordinary shares, they should make their acceptance known by transferring their certificates via their bank or stockbroker to the Dutch exchange agent, ABN AMRO, during the period beginning on May 20, 2005 and ending on the expiration date of the offer. The bank or stockbroker may set an earlier deadline for communication by holders of such Royal Dutch ordinary shares in bearer form in order to permit the bank or stockbroker to communicate their acceptances to the Dutch exchange agent, ABN AMRO, in a timely manner.

**Guaranteed Delivery Procedures**

If you wish to tender your Royal Dutch ordinary shares in New York registry form in the offer and your shares are not immediately available or time will not permit all required documents to reach the U.S. exchange agent prior to the expiration date of the offer or the procedure for book-entry transfer cannot be completed on a timely basis, you may nevertheless validly tender your shares if all the following conditions are satisfied:

- your tender is made by or through an "eligible institution", as defined below;
- a properly completed and duly executed notice of guaranteed delivery, substantially in the form accompanying this prospectus, is received by the U.S. exchange agent as provided below prior to the expiration date; and
- the certificate(s) for your Royal Dutch ordinary shares in New York registry form, in form proper for transfer, together with a properly completed and duly executed letter of transmittal (including any required signature guarantees) or, in the case of a book-entry transfer, a book-entry confirmation along with an agent's message, and any other required documents are received by the U.S. exchange agent within three New York Stock Exchange trading days after the date of execution of the notice of guaranteed delivery. A New York Stock Exchange trading day is a day on which the New York Stock Exchange is open for business.

The term "eligible institution" means a financial institution that is a participant in the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program. Eligible institutions include commercial banks, savings and loan associations and brokerage houses.

You may deliver a notice of guaranteed delivery by hand, mail or fax to the U.S. exchange agent, and you must include a guarantee by an eligible institution in the form set forth in the notice of guaranteed delivery accompanying this prospectus. In the case of Royal Dutch ordinary shares in New York registry form held through the book-entry transfer system of DTC, the notice of guaranteed delivery must be delivered to the U.S. exchange agent by a DTC participant by means of the DTC book-entry transfer confirmation system.

**Signature Guarantees on the Letter of Transmittal**

Your signature on the letter of transmittal with respect to Royal Dutch ordinary shares in New York registry form must be guaranteed by an eligible institution unless:

- you are the registered holder of the Royal Dutch ordinary shares in New York registry form tendered and you have not completed the box entitled "Special Issuance Instructions" in the letter of transmittal; or

- you are tendering Royal Dutch ordinary shares in New York registry form for the account of an eligible institution.

If the certificates for Royal Dutch ordinary shares in New York registry form are registered in the name of a person other than the person who signs the letter of transmittal, or if certificates for unexchanged Royal Dutch ordinary shares in New York registry form are to be issued to a person other than the registered holder(s), the certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered owner or owners appear on the certificates, with the signature(s) on the certificates or stock powers guaranteed in the manner we have described above.

**Appointment as Proxy**

By executing a letter of transmittal, as set forth above, as tendering holder of Royal Dutch ordinary shares, you irrevocably appoint JPMorgan Chase Bank N.A., as U.S. Exchange Agent, or any of them, and any individual designated by any of them or us, and each of them individually, as your attorneys-in-fact and proxies, in the manner set forth in the letter of transmittal, each with full power of substitution, to the full extent of your rights with respect to the Royal Dutch ordinary shares tendered (and any and all other Royal Dutch ordinary shares, securities or rights issued or issuable in respect of the tendered Royal Dutch ordinary shares) and accepted for exchange by us. All such proxies shall be considered coupled with an interest in the tendered Royal Dutch ordinary shares (and any and all other Royal Dutch ordinary shares, securities or rights issued or issuable in respect of the tendered Royal Dutch ordinary shares). This appointment will be effective when, and only to the extent that we accept for exchange such shares. Upon such appointment, all prior proxies and consents given by you with respect to such shares (and any and all other Royal Dutch ordinary shares, securities or rights issued or issuable in respect of the tendered Royal Dutch ordinary shares) will, without further action be revoked, and no subsequent power of attorney, proxies, consents or revocations may be given (and if given will not be deemed effective). Our designees will thereby be empowered to exercise all voting and other rights with respect to such shares (and any and all other Royal Dutch ordinary shares, securities or rights issued or issuable in respect of the tendered Royal Dutch ordinary shares) in respect of any meeting of Royal Dutch's shareholders or otherwise, as they in their sole discretion deem proper. We reserve the right to require that, in order for Royal Dutch ordinary shares to be validly tendered, immediately upon our acceptance for exchange of such shares, we must be able to exercise full voting, consent and other rights with respect to such shares.

**Representations and Warranties of Holders of Royal Dutch Ordinary Shares Tendering in the Offer**

By tendering your Royal Dutch ordinary shares in New York registry form in the offer, you will represent and warrant to us that (i) you have full power and authority to accept the offer and to tender, sell, exchange, assign, and transfer the Royal Dutch ordinary shares in New York registry form in respect of which you are accepting the offer (and any and all other Royal Dutch ordinary shares, securities or rights issued or issuable in respect of the tendered Royal Dutch ordinary shares) and (ii) when we accept the tendered Royal Dutch ordinary shares in New York registry form for exchange, we will acquire good title thereto, free and clear from all liens, restrictions, claims and encumbrances and will not be subject to any adverse claim, and together with all rights now or hereinafter attaching thereto, including, without limitation, voting rights and the right to receive all amounts payable to a holder thereof in respect of dividends, interests and other distributions, if any, the record date for which occurs after the date on which the shares are accepted by us.

Each holder who tenders Royal Dutch ordinary shares in bearer form (other than through an Admitted Institution of Euroclear Nederland, or an institution which holds Royal Dutch ordinary shares in bearer form through such Admitted Institution) or Royal Dutch ordinary shares in Hague registry form pursuant to the offer, by such tender, undertakes, represents and warrants to us, that on the date of such tendering through to and including the settlement date (subject to the proper withdrawal of any tender in accordance with the terms and conditions as set out in this document) (i) the tender of any Royal Dutch ordinary shares constitutes an acceptance by the shareholder of the offer, on and subject to the terms and conditions of the offer; (ii) such holder of Royal Dutch ordinary shares has full power and authority to tender, sell, exchange and deliver (*leveren*), and has not entered into any other agreement to tender, sell, exchange or deliver (*leveren*), the Royal Dutch ordinary shares stated to have been tendered to any party other than us (together with all rights attaching thereto) and,

when the same are acquired by us by exchange for Class A Shares, we will acquire such Royal Dutch ordinary shares, with full title guarantee and free and clear of all third party rights and restrictions of any kind; and (iii) such Royal Dutch ordinary shares are being tendered in compliance with the terms and conditions of the offer described in this prospectus and the securities and other applicable laws or regulations of the jurisdiction in which such holder of Royal Dutch ordinary shares is located or of which it is a resident.

By their applications, which must be in writing, the Admitted Institutions of Euroclear Nederland, or institutions which hold Royal Dutch ordinary shares in bearer form through such Admitted Institution, that tender Royal Dutch ordinary shares in bearer form will declare that (i) they hold the tendered Royal Dutch ordinary shares in bearer form in their administration, (ii) they will deliver the tendered Royal Dutch ordinary shares in bearer form to ABN AMRO (securities account 41-46-27-334/Euroclear account 1552) prior to the expiry of the offer period and (iii) each shareholder who accepts the offer irrevocably represents and warrants that the Royal Dutch ordinary shares in bearer form tendered by him or her are being tendered in compliance with the terms and conditions of the offer described in this prospectus. The Admitted Institutions of Euroclear Nederland or institutions which hold Royal Dutch ordinary shares in bearer form through such Admitted Institution, that are not able to deliver the tendered securities to ABN AMRO prior to the expiration of the offer period should give to ABN AMRO a written notice of guaranteed delivery for the Royal Dutch ordinary shares in bearer form tendered, which are not immediately available for delivery, in which the Admitted Institutions of Euroclear Nederland, and the institutions which hold Royal Dutch ordinary shares in bearer form through such Admitted Institutions, unconditionally undertake to deliver such securities to ABN AMRO, as exchange agent no later than 11 a.m. on the third Euronext Amsterdam Trading Day following the expiration of the offer period (subject to extension thereof). Such notice must be received by ABN AMRO prior to the expiry of the offer period.

If the offer is not declared unconditional (*gestand gedaan*), Royal Dutch ordinary shares in bearer form delivered to ABN AMRO will be re-delivered by ABN AMRO, as exchange agent, to the Admitted Institutions of Euroclear Nederland, or to the institutions which hold shares through such Admitted Institutions, upon public announcement thereof. Any such announcement will be made by us no later than on the fifth Euronext Amsterdam Trading Day following the expiration of the offer period.

**Validity of the Tender of Royal Dutch Ordinary Shares**

We will determine questions as to the validity, form, eligibility, including, but not limited to, time of receipt, and acceptance for exchange of any tender of Royal Dutch ordinary shares, in our sole discretion, and our determination shall be final and binding. We reserve the right to reject any and all tenders of Royal Dutch ordinary shares that we determine are not in proper form or the acceptance for exchange of or exchange of which may be unlawful. No tender of Royal Dutch ordinary shares will be deemed to have been validly made until all defects and irregularities in tenders of Royal Dutch ordinary shares have been cured or waived. None of Royal Dutch Shell, the U.S. exchange agent, the Dutch exchange agent, the information agent or the dealer managers or any other person will be under any duty to give notification of any defects or irregularities in the tender of any Royal Dutch ordinary shares and none of them will incur any liability for failure to give any such notification. Our interpretation of the terms and conditions of the offer, including, but not limited to, the letter of transmittal and notice of guaranteed delivery and instructions thereto, will be final and binding.

Our acceptance for exchange of Royal Dutch ordinary shares tendered pursuant to any of the procedures described above will constitute a binding agreement between the tendering holder of Royal Dutch ordinary shares and us upon the terms and subject to the conditions of the offer.

**Withdrawal Rights**

Royal Dutch ordinary shares tendered for exchange may be withdrawn at any time prior to the applicable expiration of the offer. Once the expiration date of the offer has occurred, you will not be able to withdraw any Royal Dutch ordinary shares that you may have tendered. We will not be able to determine if the scheme condition has been satisfied until the order sanctioning the Scheme has been registered by the Registrar of Companies in England and Wales, which is expected to take place on July 20, 2005. Consequently, you will not be able to withdraw your tendered Royal Dutch ordinary shares during the period between the expiration date of

the offer and the date on which it is determined that the scheme condition has been satisfied. Further, we will not be obligated to accept such tendered shares unless the scheme condition has been satisfied or waived.

You may not rescind a withdrawal. If you withdraw tendered Royal Dutch ordinary shares, they will be deemed not validly tendered for purposes of the offer. However, you may re-tender withdrawn Royal Dutch ordinary shares at any time prior to the expiration date of the offer by following the procedures described under "— Procedures for Tendering" on page 56.

*Withdrawal of Tendered Royal Dutch Ordinary Shares in New York Registry Form*

If you tender your Royal Dutch ordinary shares in New York registry form by means of the DTC book-entry confirmation procedures (ATOPs), you may withdraw your tender by instructing your broker, dealer, commercial bank, trust company or other entity to cause the DTC participant through which your Royal Dutch ordinary shares in New York registry form were tendered to deliver a notice of withdrawal to the U.S. exchange agent by means of an agent's message transmitted through the DTC book-entry confirmation facilities (ATOPs), prior to the expiration date of the offer.

If you tender your Royal Dutch ordinary shares in New York registry form to the U.S. exchange agent by means of physical delivery of a letter of transmittal together with the certificate(s) evidencing your Royal Dutch ordinary shares in New York registry form, you may withdraw your tender by delivering to the U.S. exchange agent a properly completed and duly executed notice of withdrawal prior to the expiration date of the offer. This right does not apply during the subsequent offer period described below.

*Withdrawal of Tendered Royal Dutch Ordinary Shares in Bearer or Hague Registry Form*

Royal Dutch ordinary shares in bearer or Hague registry form tendered for exchange may be withdrawn at any time prior to the expiration of the offer. This right does not apply during the subsequent offer period described below.

Holders of Royal Dutch ordinary shares in bearer form who make their acceptance known through their bank or stockbroker to the Dutch exchange agent, may withdraw by making a withdrawal request through their bank or stockbroker to the Dutch exchange agent prior to the expiration of the offer.

Holders of Royal Dutch ordinary shares in Hague registry form registered in the name of the relevant holders (*aandelen op naam*) who tender their Royal Dutch ordinary shares in Hague registry form by means of application form sent to ANT, may withdraw by delivery to ANT of a properly completed and duly executed notice of withdrawal prior to the expiration of the offer.

*No Withdrawal Rights During the Subsequent Offer Period*

No withdrawal rights will apply to Royal Dutch ordinary shares tendered during the subsequent offer period if one is provided or to Royal Dutch ordinary shares tendered prior to the expiration of the offer and accepted for exchange.

**Announcement of the Results of the Offer**

Subject to the satisfaction or, to the extent permitted, waiver of all conditions to the offer other than the scheme condition, we expect to make a public announcement on or immediately prior to the hearing date, which is expected to be July 19, 2005, stating that all conditions except for the scheme condition have been satisfied or waived, and that, subject to and immediately upon the satisfaction of the scheme condition, the offer will thereafter automatically be declared to be unconditional (*gestanddoening*). It is currently anticipated that we will be able to determine if the scheme condition has been satisfied on July 20, 2005. Announcements will be made by means of a press release on the Dow Jones News Service, among others, and by publication in the Daily Official List of Euronext Amsterdam and one or more daily Dutch national newspapers. In addition, notice will be posted on www.shell.com.

**Acceptance and Delivery of Securities**

If the conditions referred to under "— Conditions to the Offer" on page 53 have been fulfilled or, to the extent permitted, waived and the offer is declared unconditional (*gestanddoening*), we will accept for exchange and will exchange all Royal Dutch ordinary shares that have been validly tendered and not withdrawn pursuant to the terms of the offer and deliver or procure the delivery of our securities for the account of the tendering holders or, in the case of tendered Royal Dutch ordinary shares in New York registry form, to the depositary for the Class A ADRs, which, in either case, shall be no later than three Euronext Amsterdam trading days after the offer is declared unconditional.

Under no circumstances will interest be paid on the exchange of Royal Dutch ordinary shares, regardless of any delay in making the exchange or any extension of the offer.

Exchange of Royal Dutch ordinary shares in New York registry form accepted for exchange pursuant to the offer will in all cases be made only after timely receipt of (i) certificates representing the tendered Royal Dutch ordinary shares in New York registry form (or a confirmation of a book-entry transfer (a "book-entry confirmation")), (ii) a letter of transmittal (or a facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an agent's message in connection with a book-entry transfer of such Royal Dutch ordinary shares, and (iii) any other required documents. Accordingly, exchange might not be made to all tendering holders of Royal Dutch ordinary shares in New York registry form at the same time, and will depend upon when certificates representing, or book-entry confirmations of, such Royal Dutch ordinary shares are received by the U.S. exchange agent.

During a subsequent offer period, if one is provided, we will promptly accept for exchange any Royal Dutch ordinary shares tendered during the subsequent offer period at the same exchange ratio as in the offer.

***Delivery of Class A Shares***

We will deliver or procure the delivery of Class A Shares in exchange for Royal Dutch ordinary shares in bearer and Hague registry form that are validly tendered and not properly withdrawn, within three Euronext Amsterdam trading days after we have declared the offer unconditional, pursuant to the terms and conditions of the offer. We will be deemed to have accepted for exchange Royal Dutch ordinary shares in bearer or Hague registry form validly tendered and not properly withdrawn if and when we have declared the offer unconditional (*gestanddoening*) in a public announcement. The Dutch exchange agent is then required to deliver Class A Shares in exchange for such Royal Dutch ordinary shares in bearer or Hague registry form on the settlement date, which will be no later than the third Euronext Amsterdam trading day after the public announcement referred to in the preceding sentence. The delivery of the relevant interests to holders of Royal Dutch ordinary shares in bearer form will take place through the book-entry facilities of Euroclear Nederland in accordance with the Securities Giro Act (Wet giraal effectenverkeer) and the procedures determined by Euroclear Nederland and its Admitted Institutions from time to time. The timing of the crediting of interests to the securities account of each person holding interests through Euroclear Nederland may vary depending on the securities account systems of the relevant Admitted Institutions and, if applicable, the banks or financial institutions at which that person maintains a relevant securities account. Subsequently on the settlement date, the banks and brokers will cause the Royal Dutch ordinary shares validly tendered by their respective clients to be transferred in book-entry form into the account of the Dutch exchange agent for further credit to our account. The transfer of the Royal Dutch ordinary shares held in Hague registry form will take place upon the offer being declared unconditional (*gestanddoening*).

Each holder of Royal Dutch ordinary shares in Hague registry form who validly tenders and does not properly withdraw his or her Royal Dutch ordinary shares in Hague registry form may elect to hold the Class A Shares to which he or she is entitled either through Euroclear Nederland, through the corporate nominee service provided by Lloyds TSB Bank plc (the "Corporate Nominee Service") or through CREST. For initial settlement, this election is only available to the holders of Royal Dutch ordinary shares in Hague registry form, but after completion of the Transaction, holders of Class A Shares will be entitled, subject to relevant regulatory requirements and in respect of the Corporate Nominee Service, the agreement by the provider of the Corporate Nominee Service (the "Corporate Nominee") and acceptance by the holder of our shares of the terms and

conditions of the Corporate Nominee Service, to change the manner in which they hold Royal Dutch Shell ordinary shares.

On the date the Class A Shares are delivered, depending on the election of each holder of Royal Dutch ordinary shares in Hague registry form who validly tenders and does not properly withdraw such shares, (i) settlement will take place as described above or (ii) the number of Class A Shares to which such holder of Royal Dutch ordinary shares in Hague registry form is entitled under the offer will be transferred to the Corporate Nominee (or its nominee) to hold for that person, or (iii) the number of Class A Shares to which such holder of Royal Dutch ordinary shares in Hague registry form is entitled under the offer will be transferred to that holder and will be credited to his nominated CREST account. Holders of Royal Dutch ordinary shares in Hague registry form are urged to consult their own legal, tax and financial advisers with respect to the legal, tax and cost consequences of the settlement options.

If a holder of Royal Dutch ordinary shares in Hague registry form does not make a valid election as to the method of settlement, that person will be not be treated as having validly tendered his or her shares under the offer unless, and until, Royal Dutch Shell receives a valid settlement election from such person prior to the expiration date of the offer or the expiration of the subsequent offer period (if any).

***Delivery of Class A ADRs***

Subject to the terms and conditions of the offer, upon our acceptance for exchange of Royal Dutch ordinary shares in New York registry form and confirmation from the depositary for the Class A ADRs of deposit of the applicable number of Class A Shares to be represented by the Class A ADRs to be issued in the offer (which in any case shall occur no later than two Euronext Amsterdam trading days following the date that we declare unconditional Royal Dutch shares for exchange), the U.S. exchange agent will deliver the applicable number of Class A ADRs to the tendering holders of Royal Dutch ordinary shares in New York registry form in the following manner:

- if you tendered your Royal Dutch ordinary shares in New York registry form by means of DTC's book-entry confirmation facilities (ATOPs), the U.S. exchange agent will deliver the applicable number of Class A ADRs to the account of the DTC participant who tendered the Royal Dutch ordinary shares in New York registry form on your behalf in the U.S. offer, or

- if you tendered your Royal Dutch ordinary shares in New York registry form to the U.S. exchange agent by means of physical delivery of a letter of transmittal with the certificate(s) (if any) evidencing your Royal Dutch ordinary shares in New York registry form, the U.S. exchange agent will issue the applicable number of Class A ADRs in "uncertificated/book-entry" form as direct registration securities registered in your name (or your nominee's name). If you wish to receive the Class A ADRs in certificated form, you will need, upon receipt of a statement from the U.S. exchange agent that Class A ADRs have been issued as "uncertificated/book-entry" form as direct registration securities, to instruct JP Morgan Chase Bank, N.A., as Class A ADR depositary, in accordance with the instructions contained in such statement, to issue certificates for the Class A ADRs.

**Governing Law and Jurisdiction**

Except to the extent the U.S. federal securities laws or other laws are mandatorily applicable, the offer will be governed by Dutch law. To the extent permitted by applicable law, any dispute arising in connection with the offer will be subject to the exclusive jurisdiction of the competent court in The Hague, The Netherlands.

**Brokerage Commissions**

If (i) your Royal Dutch ordinary shares are registered in your name and you tender them to the Dutch exchange agent or ANT or the U.S. exchange agent, as applicable, or (ii) you instruct an Admitted Institution of Euroclear Nederland, or an institution which hold Royal Dutch ordinary shares in bearer form through such Admitted Institution, to tender your Royal Dutch ordinary shares in bearer form, subject to policies of such Admitted Institution it is expected you will not have to pay any brokerage commissions. Admitted Institutions of

Euroclear Nederland, or an institution which holds Royal Dutch ordinary shares in bearer form through such Admitted Institution, will receive from us a commission of €0.01 per Royal Dutch ordinary share in bearer form tendered and delivered to the Dutch Exchange Agent. If your Royal Dutch ordinary shares are held through a bank, broker or other nominee (which does not directly tender and deliver your Royal Dutch ordinary shares in bearer form to the Dutch exchange agent), you are advised to consult with your bank, broker or other nominee as to whether or not they charge any transaction fee or service charge.

**Squeeze-Out Procedure; Other Possible Post-Closing Restructurings and Actions**

Pursuant to Article 2:92a of the Dutch Civil Code, if the number of Royal Dutch ordinary shares that have been validly tendered and not withdrawn shall represent at least 95% of the issued share capital of Royal Dutch that is then outstanding, we expect, but are not obligated, to initiate proceedings against the minority holders of Royal Dutch ordinary shares to force those minority holders to transfer their Royal Dutch ordinary shares to us against payment of a price in cash to be determined by a Dutch court.

To initiate squeeze-out proceedings, we would have to serve a summons upon the residence of each of the known minority holders of Royal Dutch ordinary shares in accordance with the provisions of the Dutch Code of Civil Procedure. Unknown holders of Royal Dutch ordinary shares can be summoned by a summons served upon the office of the servant of the public prosecution department connected with the Court of Appeals in Amsterdam and a summary of the summons will be published in one or more Dutch daily newspapers. A summary will also be published in the Financial Times and the Wall Street Journal. We expect the minimum notice period required for squeeze-out proceedings to be three months.

Once squeeze-out proceedings have been initiated, the Court of Appeals in Amsterdam may either (i) dismiss the squeeze-out proceedings, in certain limited circumstances, such as that — notwithstanding monetary compensation — one (or more) of the minority holders of Royal Dutch ordinary shares would sustain serious tangible loss by the forced transfer of his (or their) Royal Dutch ordinary shares, or (ii) grant the claim for the squeeze-out in relation to all minority holders of Royal Dutch ordinary shares. If the Court of Appeals in Amsterdam grants the squeeze-out, it will determine a price to be paid for the Royal Dutch ordinary shares held by the minority. The court can appoint experts to offer an opinion on the value of such shares before its determination. The price determined by the Court of Appeals in Amsterdam will be increased by the statutory interest rate applicable in The Netherlands, at present 4% per annum, for the period from the reference date for the price determined by the Dutch court until the date of transfer. Any dividends or other distributions, that have been made payable to the holders of Royal Dutch ordinary shares within such period will be deemed a partial payment of the transfer price to be paid to the minority holders of Royal Dutch ordinary shares.

The minority holders of Royal Dutch ordinary shares will be required to transfer their Royal Dutch ordinary shares on the date set by us for the payment of the price (determined by the Dutch court) and the transfer of the Royal Dutch ordinary shares can be set by Royal Dutch Shell once the order to transfer has become final, which — barring an appeal to the Dutch Supreme Court — would be three months after the order is made.

Upon payment of the amount required to purchase the Royal Dutch ordinary shares into a bank account of the consignment office (administered by the Ministry of Finance), we would become the holder of the Royal Dutch ordinary shares by operation of law. As a result of and upon consignment, title to the Royal Dutch ordinary shares would pass to us without any action by the minority holders of Royal Dutch ordinary shares. The only remaining right of the minority holders of Royal Dutch ordinary shares would be the right to receive payment for their Royal Dutch ordinary shares, which they could collect from the consignment office. We would be required to publish an advertisement regarding the payment to the consignment office and the price paid per share in a Dutch daily newspaper at the time of the consignment and will also place advertisements containing the same information in the Financial Times and the Wall Street Journal.

**Trading in Royal Dutch Ordinary Shares during the Offer and after the Expiration Date of the Offer**

Royal Dutch ordinary shares not tendered in the offer will continue to trade on Euronext Amsterdam and the London Stock Exchange, and Royal Dutch ordinary shares in New York registry form not tendered in the offer will continue to trade on the New York Stock Exchange, during the offer. The trading in Royal Dutch ordinary

shares in bearer and Hague registry form and Royal Dutch ordinary shares in New York registry form may continue on Euronext Amsterdam the London Stock Exchange or the New York Stock Exchange as the case may be after the completion of the offer to the extent shares are not tendered in the offer. However, following completion of the offer and depending on the number of Royal Dutch ordinary shares acquired pursuant to the offer, we intend to request that Royal Dutch seek the delisting of the Royal Dutch ordinary shares from the London Stock Exchange and Euronext Amsterdam and the delisting of the Royal Dutch ordinary shares in New York registry form from the New York Stock Exchange as set forth in this prospectus under the heading "— Delisting of Royal Dutch Ordinary Shares" below. In addition, depending on the number of Royal Dutch ordinary shares in New York registry form acquired pursuant to the Offer, Royal Dutch ordinary shares in New York registry form may no longer be eligible for trading on the New York Stock Exchange.

**Listing of Our Securities**

*New York Stock Exchange*

We have been approved, subject to official notice of issuance, to list the Class A ADRs and Class B ADRs on the New York Stock Exchange under the symbols "RDS.A" and "RDS.B", respectively. Subject to official notice of issuance, trading on the New York Stock Exchange is expected to commence on or about July 20, 2005.

*Euronext Amsterdam*

An application has been made, subject to the offer being declared unconditional (*gestanddoening*), to list the Class A Shares and the Class B Shares on Euronext Amsterdam under the symbols "RDSA" and "RDSB", respectively. Subject to the offer being declared unconditional (*gestanddoening*), trading on Euronext Amsterdam is expected to commence at 9:00 a.m. (Amsterdam time) on July 20, 2005.

*London Stock Exchange*

Applications have been made to the UKLA for the Class A Shares and the Class B Shares to be admitted to the official list of the UKLA and to the London Stock Exchange for the Class A Shares and the Class B Shares to be admitted to trading on the London Stock Exchange's market for listed securities under the symbols "RDSA" and "RDSB" respectively. These applications are expected to become effective and dealings in Class A Shares and Class B Shares for normal settlement are expected to commence at 8:00 a.m. (London time) which, subject to the sanction of the Scheme by the UK High Court, is expected to be July 20, 2005.

**Delisting of Royal Dutch Ordinary Shares**

Following completion of the offer and depending on the number of Royal Dutch ordinary shares acquired pursuant to the offer, we intend to request that Royal Dutch seek the delisting of the Royal Dutch ordinary shares from the London Stock Exchange and Euronext Amsterdam and the Royal Dutch ordinary shares in New York registry form from the New York Stock Exchange as soon as reasonably practicable following the completion of the Transaction. In addition, depending on the number of Royal Dutch ordinary shares in New York registry form acquired pursuant to the offer, the Royal Dutch ordinary shares in New York registry form may no longer be eligible for trading on the New York Stock Exchange.

In order to seek de-listing of the Royal Dutch ordinary shares with the co-operation of Euronext Amsterdam, we and our subsidiaries (other than Royal Dutch and its subsidiaries) must, in general, hold for our account at least 95% of the Royal Dutch ordinary shares.

While Royal Dutch ordinary shares could continue to be traded in the over-the-counter market and price quotations could be reported, there can be no assurance that such an over-the-counter market will develop. The extent of the public market for Royal Dutch ordinary shares and the availability of such quotations would depend upon such factors as the number of holders of Royal Dutch ordinary shares remaining at such time, the interest on the part of securities firms in maintaining a market in Royal Dutch ordinary shares, and the possible termination of registration of Royal Dutch ordinary shares under the Exchange Act, which would adversely affect the amount of publicly available information with respect to Royal Dutch.

If the Royal Dutch ordinary shares in New York registry form are delisted from the New York Stock Exchange and Royal Dutch has fewer than 300 holders of Royal Dutch ordinary shares in the United States, Royal Dutch will seek to deregister the Royal Dutch ordinary shares under the Exchange Act.

**Certain Consequences of the Offer**

Please see "Risk Factors — Risks to Royal Dutch Shareholders Who Do Not Tender their Royal Dutch Ordinary Shares in the Offer" on page 26 for a discussion of potential consequences to holders of Royal Dutch ordinary shares who do not tender their Royal Dutch ordinary shares, if the Transaction is consummated.

**Resale of Class A ADRs and Class A Shares**

The Class A ADRs and Class A Shares received by holders of Royal Dutch ordinary shares in the offer will not be subject to any restrictions on transfer arising under the Securities Act, except for Class A ADRs and Class A Shares received by any Royal Dutch shareholder who is, or is expected to be, an "affiliate" of Royal Dutch or Royal Dutch Shell for purposes of Rule 145 under the Securities Act. It is expected that these shareholders will agree not to transfer any Class A ADRs and Class A Shares received in the offer except pursuant to an effective registration statement under the Securities Act or in a transaction not required to be registered under the Securities Act. This prospectus does not cover resales of Class A ADRs and Class A Shares received by any person upon completion of the offer, and no person is authorized to make any use of this prospectus in connection with any resale.

## THE SCHEME OF ARRANGEMENT

### General

The offer is conditional on the effectiveness of the Scheme of Arrangement. As a result of the Scheme of Arrangement, we will become the new parent company of Shell Transport. Pursuant to the Scheme of Arrangement, all existing Shell Transport ordinary shares, including Shell Transport ordinary shares underlying the Shell Transport ADRs, will be cancelled and Shell Transport ordinary shareholders will receive 0.287333066 Class B Shares for every Shell Transport ordinary share. Holders of Shell Transport ADRs will receive 0.861999198 Class B ADRs for each Shell Transport ADR.

The Scheme of Arrangement requires approval by a majority in number representing three-quarters in value of the Shell Transport ordinary shareholders who vote at the meeting convened by the UK High Court for the purpose of considering the Scheme of Arrangement (including those holders of Shell Transport bearer warrants present and voting, either in person or by proxy at the meeting). As the proposed Scheme of Arrangement includes a reduction of share capital, a separate special resolution of the Shell Transport shareholders (including the holders of Shell Transport preference shares) is also necessary (requiring a 75% majority of those voting). The Shell Transport ordinary shares will be cancelled and holders of the Shell Transport ordinary shares whose names appear in the register of members of Shell Transport at the prescribed time and holders of Shell Transport bearer warrants will receive Class B Shares.

If the required number of Shell Transport ordinary shareholders and holders of Shell Transport bearer warrants approves the Scheme of Arrangement, and the required number of Shell Transport shareholders approves the reduction of share capital, there will be a UK High Court hearing to approve the Scheme of Arrangement (the “hearing”).

The hearing is expected to be held on July 19, 2005. Shell Transport ordinary shareholders and holders of Shell Transport bearer warrants will have the opportunity to attend the hearing to support or oppose the Scheme of Arrangement and to appear in person or be represented by counsel.

Once the Scheme of Arrangement has been approved by the UK High Court, the Scheme of Arrangement will become effective upon registration of the order of the UK High Court sanctioning the Scheme of Arrangement by the Registrar of Companies in England and Wales, which is expected to occur on July 20, 2005. Unless the Scheme becomes effective by December 31, 2005, or such later date as Shell Transport and Royal Dutch may agree and the UK High Court may allow, the Scheme of Arrangement will not become effective and the Transaction will not proceed, in which event the position of the holders of Shell Transport ordinary shares and Shell Transport bearer warrants will remain unchanged. If the Scheme of Arrangement does come into effect, it is binding on all holders of Shell Transport ordinary shares and on Shell Transport.

In seeking to preserve the current tax treatment of dividends for Shell Transport ordinary shareholders, it is intended that holders of Class B Shares would receive dividends having a UK source rather than dividends having a Dutch source to the extent that dividend payments having a UK source are received pursuant to a dividend access mechanism (as described under “— Dividend Access Mechanism” on page 69). Dividend income having a UK source paid through the dividend access mechanism would not be subject to Dutch withholding tax. The other rights attaching to Class B Shares will be identical to those attaching to the Class A Shares received by tendering holders of Royal Dutch ordinary shares. For a summary of the principal terms of our articles of association, see “Description of Share Capital of Royal Dutch Shell” on page 91. Similarly, the other rights attaching to Class B ADRs are the same as those attaching to Class A ADRs.

It is expected that the Scheme of Arrangement will become effective on July 20, 2005, and trading in the Class B Shares issued pursuant to the Scheme of Arrangement and in Class B ADRs arising from the Scheme of Arrangement will commence on July 20, 2005.

Shell Transport has been advised by its legal advisers that the UK High Court would be unlikely to approve or impose any amendment to the Scheme of Arrangement which might be material to the interests of Shell Transport ordinary shareholders and holders of Shell Transport bearer warrants unless Shell Transport ordinary shareholders and holders of Shell Transport bearer warrants were informed of any such amendment. It will be a

matter for the UK High Court to decide, in its discretion, whether or not a further meeting of Shell Transport ordinary shareholders and holders of Shell Transport bearer warrants should be held or consent obtained, as the case may be. If the UK High Court does approve or impose any amendment to the Scheme of Arrangement which, in the opinion of the directors of Shell Transport, is such as to require the consent of any class of Shell Transport shareholders, the directors of Shell Transport will not take the necessary steps to enable the Scheme of Arrangement to become effective unless and until such consent is obtained.

**Conditions to the Scheme of Arrangement**

The Scheme of Arrangement is conditional upon:

(i) the approval by a majority in number representing three-fourths in value of the Shell Transport ordinary shareholders and holders of Shell Transport bearer warrants present and voting, either in person or by proxy, at the Court Meeting;

(ii) the passing of the special resolution required to approve and implement the Scheme and the associated reduction of capital and to amend the Shell Transport articles of association as set out in the notice of the Shell Transport Extraordinary General Meeting;

(iii) the passing of the special resolutions for the cancelation and repayment of the Shell Transport preference shares as set out in the notice of the Shell Transport Extraordinary General Meeting;

(iv) the admission to the official list of the UKLA of our Class A Shares and Class B Shares becoming effective in accordance with the listing rules of the UKLA or (if Royal Dutch Shell and Shell Transport so determine and subject to the consent of the UK Takeover Panel) the UKLA agreeing or confirming its decision to admit such shares to the official list of the UKLA, and the London Stock Exchange agreeing to admit such shares to trading, subject only to (a) the re-classification of the appropriate number of euro deferred shares as Class A Shares, (b) the allotment of Class B Shares and/or (c) the Scheme of Arrangement becoming effective;

(v) our Class A Shares and Class B Shares being authorized for listing on Euronext Amsterdam, subject to the offer being declared unconditional (*gestanddoening*);

(vi) our ADRs to be issued in connection with the Transaction being approved for listing on the New York Stock Exchange, subject to official notice of issuance;

(vii) all necessary filings or applications having been made in connection with the Transaction and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Transaction;

(viii) the conditions to the offer (other than the scheme condition) having been satisfied or waived on or before the date on which the order sanctioning the Scheme is made or expressed to take effect;

(ix) the sanction (with or without modification) by the UK High Court of the reduction of capital involved in the cancelation and repayment of the Shell Transport First preference shares and Shell Transport Second preference shares and the registration by the Registrar of Companies of England and Wales of the order confirming the reduction of capital relating to the Shell Transport preference shares; and

(x) the sanction (with or without modification) by the UK High Court of the Scheme and the registration by the Registrar of Companies of England and Wales of the Order sanctioning the Scheme of Arrangement.

The conditions in clauses (i), (ii), (viii) and (x) above may not be waived. Shell Transport has agreed in the implementation agreement not to waive the conditions of the Scheme or to determine whether such conditions have been satisfied without the prior written consent of Royal Dutch.

**Cancelation and repayment of Shell Transport First Preference Shares and Shell Transport Second Preference Shares**

In conjunction with the implementation of the Transaction, Shell Transport proposes to cancel and repay the Shell Transport preference shares as:

- it is intended that no Shell Transport shares should be listed following the time the Offer becomes unconditional (*gestanddoening*) in all respects and the Scheme becomes effective;

- the cancelation and repayment of the Shell Transport preference shares will simplify the capital structure of Shell Transport and will remove a possible issue relating to the payment of dividends by Royal Dutch Shell in the future, including to former holders of Shell Transport ordinary shares; and

Shell Transport will seek approval from its shareholders, to be given by special resolutions at the Shell Transport Extraordinary General Meeting, to cancel and repay the Shell Transport preference shares by means of a reduction of capital.

If the special resolutions relating to the Shell Transport preference shares are passed at the Shell Transport Extraordinary General Meeting, and subject to the sanctioning of the Court:

(i) in consideration for the cancelation of the Shell Transport First preference shares, holders of Shell Transport First preference shares at 6.00 p.m. on the business day immediately preceding the day on which the cancelation and repayment of the Shell Transport preference shares becomes effective will receive from Shell Transport, for each Shell Transport First preference share, £1.0448 (subject to rounding), comprising:

- the £1 of capital paid up on such share;

- a premium of £0.0284 calculated by reference to the average share price of the Shell Transport First preference shares (adjusted to take account of unpaid arrears of dividend down to the dividend payment date on April 1, 2005) in the six months preceding April 18, 2005 (being the date thirty clear days before the date of the notice convening the Shell Transport Extraordinary General Meeting); and

- £0.0164, being the fixed dividend on such share down to the date of the repayment of capital (which is expected to be July 19, 2005); and

(ii) in consideration for the cancelation of the Shell Transport Second preference shares, holders of Shell Transport Second preference shares at 6.00 p.m. on the business day immediately preceding the day on which the cancelation and repayment of the Shell Transport preference shares becomes effective will receive from Shell Transport, for each Shell Transport Second preference share, £1.4735 (subject to rounding), comprising:

- the £1 of capital paid up on such share;

- a premium of £0.4410 calculated by reference to the average share price of the Shell Transport Second Preference Shares (adjusted to take account of unpaid arrears of dividend down to the dividend payment date on February 1, 2005) in the six months preceding April 18, 2005 (being the date thirty clear days before the date of the notice convening the Shell Transport Extraordinary General Meeting); and

- £0.0325, being the fixed dividend on such share down to the date of the repayment of capital (which is expected to be July 19, 2005).

Amounts payable to holders of Shell Transport preference shares in respect of the premium and the fixed dividend will each be rounded up to the nearest number of whole pence.

The figures set out above have been calculated on the assumption that payment to the holders of Shell Transport preference shares takes place on July 19, 2005. If payment takes place after July 19, 2005, the amount

to be received by the holders of Shell Transport preference shares will increase (to reflect the resulting increased dividend entitlement).

The figures set out above have also been calculated in accordance with the Shell Transport articles save that the share price data necessary to derive the premium payable in respect of the Shell Transport first preference shares has, for the period following 20 January 2005, been taken from Datastream rather than the London Stock Exchange Daily Official List. This is because the London Stock Exchange Daily Official List ceased to quote prices for the Shell Transport First Preference Shares on 20 January 2005. The Shell Transport Board does not consider that this should result in any disadvantage to the holders of Shell Transport First Preference Shares.

The Scheme is conditional on the cancelation and repayment of the Shell Transport preference shares. The cancelation and repayment of the Shell Transport preference shares is not, however, contingent upon the Scheme becoming effective.

**Dividend Access Mechanism**

***General***

The dividend access mechanism seeks to preserve the current tax treatment of dividends paid to holders of Shell Transport ordinary shares and holders of Shell Transport bearer warrants. Information relating to our dividend policy is set out under “The Transaction – Dividend Payments” on page 50.

Dividends paid on Class A Shares will have a Dutch source for tax purposes and will be subject to Dutch withholding tax. For further details regarding the tax treatment of dividends paid on the Class A Shares, please refer to “Material Tax Consequences” on page 74.

It is intended that holders of Class B Shares will receive dividends that have a UK source for tax purposes and accordingly will not be subject to Dutch withholding tax. The dividend access mechanism has been established for this purpose.

***Description of Dividend Access Mechanism***

Pursuant to the Scheme of Arrangement, a dividend access share will be issued by Shell Transport to Hill Samuel Offshore Trust Company Limited as dividend access trustee. Pursuant to a declaration of trust executed in advance of the effective date, Hill Samuel Offshore Trust Company Limited will hold any dividends paid in respect of the dividend access share on trust for the holders of Class B Shares from time to time and will arrange for prompt disbursement of such dividends to holders of Class B Shares. Interest and other income earned on unclaimed dividends will be for the account of Shell Transport and any dividends which are unclaimed after 12 years will revert to Shell Transport. Holders of Class B Shares will not have any interest in the dividend access share and will not have any rights against Shell Transport as issuer of the dividend access share. The only assets held on trust for the benefit of the holders of Class B Shares will be dividends paid to the dividend access trustee in respect of the dividend access share. As the dividend paid on the dividend access share will be a dividend having a UK source, there will be no UK or Dutch withholding tax on it and certain holders of Class B Shares or Class B ADRs will be entitled to a UK tax credit in respect of their proportional share of such dividend.

Following completion of the Transaction, the Shell Transport articles of association will state that the maximum dividend that can be declared by Shell Transport on the dividend access share in respect of a specified period will be an amount equal to the aggregate dividend declared by us on the Class B Shares in respect of such period. In addition, the dividends that Shell Transport may pay on the dividend access share in any year will be limited to a total of €3.3 billion. This limit can be varied by a resolution of the shareholders of Shell Transport from time to time and will not be less than the aggregate dividends declared on the Class B Shares in any year.

At the Shell Transport Extraordinary General Meeting, a special resolution will be proposed to change the Shell Transport articles of association to implement, among other things, changes necessary to establish the dividend access mechanism. The issue of the dividend access share to the dividend access trustee will take place on the date on which the Scheme of Arrangement becomes effective, and it will be subject to the terms of the Shell Transport articles of association, as amended on that date.

***Operation of the Dividend Access Mechanism***

Following the declaration of a dividend by us on the Class B Shares, Shell Transport may declare a dividend on the dividend access share. Shell Transport will not declare a dividend on the dividend access share before we declare a dividend on the Class B Shares, as Shell Transport will need to know what dividend we have declared on the Class B Shares. This is to ensure that the dividend declared on the dividend access share does not exceed an amount equal to the total dividend declared by us on the Class B Shares.

Before Shell Transport can declare any dividend, the Shell Transport directors will need to consider Shell Transport's financial condition and amount of distributable reserves. It is the expectation and the intention, although there can be no certainty, that holders of Class B Shares will receive dividends via the dividend access mechanism.

To the extent that a dividend is declared by Shell Transport on the dividend access share and paid to the dividend access trustee, the holders of the Class B Shares will be beneficially entitled to receive their share of that dividend pursuant to the declaration of trust (and arrangements will be made to ensure that the dividend is paid in the same currency in which they would have received a dividend from us). No dividend declared and paid by Shell Transport on the dividend access share will be paid to holders of Class A Shares in respect of their Class A Shares.

Our articles of association provide that if any amount is paid by Shell Transport by way of a dividend on the dividend access share and paid by the dividend access trustee to any holder of Class B Shares, the dividend which we would otherwise pay on the Class B Shares will be reduced by an amount equal to the amount paid to such holders of Class B Shares by the dividend access trustee.

We will have a full and unconditional obligation, in the event that the dividend access trustee does not pay an amount to holders of Class B Shares on a cash dividend payment date (even if that amount has been paid to the dividend access trustee), to pay immediately the dividend declared on the Class B Shares. The right of holders of Class B Shares to receive distributions from the dividend access trustee will be reduced by an amount equal to the amount of any payment actually made by us on account of any dividend on Class B Shares.

Any payment by us will be subject to Dutch withholding tax (unless in any particular case an exemption is obtained under Dutch law or the provisions of an applicable tax treaty). If for any reason no dividend is paid on the dividend access share, holders of Class B Shares will only receive dividends from us directly.

The dividend access mechanism may be suspended or terminated at any time (subject to any regulatory requirement) by our directors or the directors of Shell Transport, for any reason and without financial recompense. This might, for instance, occur in response to changes in relevant tax legislation.

The dividend access mechanism has been approved by the Dutch Revenue Service pursuant to an agreement (*vaststellingsovereenkomst*) with us and Royal Dutch dated October 26, 2004 as supplemented and amended by an agreement between the same parties dated 25 April 2005. The agreement states, among other things, that dividend distributions on the dividend access share by Shell Transport will not be subject to Dutch dividend withholding tax provided that the Dividend Access Mechanism is structured and operated substantially as set out above.

## SUMMARY OF THE IMPLEMENTATION AGREEMENT

*The following description of the implementation agreement describes the material terms of the agreement and its schedules but does not purport to describe all the terms of the agreement. The complete text of the implementation agreement was filed as an exhibit to the registration statement of which this prospectus is a part. See "Where You Can Find More Information" on page 132 for information on how you can obtain a copy of the implementation agreement. We urge you to read carefully the entire implementation agreement because it contains important information and it is the legal document that governs the combination.*

**Overview**

The arrangements contemplated by the implementation agreement include:

- the conditions to and conduct of the Transaction,
- the recommendations and approvals of Royal Dutch and Shell Transport in connection with the offer and the Scheme of Arrangement,
- the corporate governance arrangements that will exist after the Transaction, and
- other provisions of the implementation agreement.

**Summary of Implementation Agreement**

The implementation agreement governs the implementation of the Transaction and was executed by and among Royal Dutch, Shell Transport and Royal Dutch Shell on May 18, 2005.

Key provisions of the implementation agreement include:

*Statement of Principles.* Royal Dutch and Shell Transport have acknowledged the following statement of principles as a means of changing the relationship between them: "Mindful of the advantages conferred on their shareholders, businesses, employees and other stakeholders by the national origins of Royal Dutch and Shell Transport and their respective cultures and heritage, and anxious that those advantages are not lost in future, while being conscious of the international character and business of the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport will use all reasonable endeavours to ensure that proper account shall be taken in our creation and conduct, of the national origins, cultures and heritage of Royal Dutch and Shell Transport, in particular with respect to: (i) the business principles by which business is conducted; (ii) the appointment of our Directors; (iii) our governance; (iv) the terms of reference of any committee of our board; and (v) the drafting of any agreements by which the new structure is implemented."

*Communications with Shareholders and Annual General Meetings.* To accomplish the objectives envisaged by the statement of principles described above, Royal Dutch Shell, Royal Dutch and Shell Transport have agreed that our Annual Report and Accounts will be in English and a Dutch translation will be made available on request. All other Shareholder publications will be produced in English with a Dutch translation being made available should the board consider it appropriate to do so. Furthermore, Royal Dutch Shell, Royal Dutch and Shell Transport have agreed that our general meetings will generally be held in The Netherlands, drawing as necessary on technological links to permit active two-way participation by persons physically present in the UK and The Netherlands.

*Conditions of the Transaction.* We have agreed with Royal Dutch and Shell Transport that the Transaction is conditional upon the offer becoming unconditional and the Scheme of Arrangement becoming effective in accordance with their terms by December 31, 2005 (or such later date as the parties may agree and the UK High Court may allow). Royal Dutch, Shell Transport and Royal Dutch Shell have agreed that the offer and the Scheme of Arrangement shall be conditional upon the satisfaction (or waiver where permitted by the terms thereof) of the conditions set out in the scheme document and the offer documents. Furthermore, we have agreed with Royal Dutch and Shell Transport, subject to their respective directors' fiduciary duties, to use all reasonable endeavours to implement the Transaction in the form described in the scheme document, the offer documents and the Listing Particulars and as otherwise provided in the implementation agreement, provided that the implementation

agreement does not create any enforceable obligations against any party other than Royal Dutch Shell, Royal Dutch and Shell Transport.

*Conduct of Business.* Royal Dutch Shell, Royal Dutch and Shell Transport have undertaken that, between the date of the implementation agreement and completion of the Transaction (or, if earlier, termination of the implementation agreement), they will conduct business in the ordinary and usual course and will not, subject to the fiduciary duties of their directors, take any step which might jeopardize or hinder completion of the Transaction.

*The Offer and the Scheme.* We have agreed with Royal Dutch and Shell Transport to make the offer on the terms set out in the offer documents. Royal Dutch has agreed, subject to its directors' fiduciary duties, to use all reasonable endeavours to procure the satisfaction of the conditions to the offer and to implement the offer in accordance with its terms as set out in the offer documents. In addition, we have agreed not to vary, terminate or withdraw the offer or to waive the conditions to the offer or to determine whether such conditions have been satisfied without the prior written consent of Royal Dutch and Shell Transport.

Similarly, Shell Transport has agreed, subject to its directors' fiduciary duties, to use all reasonable endeavours to procure the satisfaction of the conditions to the Scheme and to implement the Scheme of Arrangement in accordance with its terms as set out in the scheme document with, or subject to, any modification, addition or condition approved or imposed by the UK High Court. Shell Transport has agreed not to vary (including accepting any modification, addition or condition imposed by the UK High Court), terminate or withdraw the Scheme or to waive the conditions to the Scheme or to determine whether any of the conditions to the Scheme have been satisfied without the prior written consent of Royal Dutch.

*Constitution and Governance.* We have agreed with Royal Dutch and Shell Transport that we will adopt certain corporate governance arrangements and that we will comply with such arrangements. These governance arrangements relate to:

- the role, appointment, composition and responsibilities of the board of directors,
- the role and responsibilities of the non-executive directors,
- the establishment and composition of committees of the board of directors,
- meetings of the board of directors and committees of the board,
- the appointment and responsibilities of the Chairman and Deputy Chairman of the board of directors,
- the appointment, suspension and removal of the Chief Executive,
- the responsibilities, authorities and accountability of the Chief Executive and the executive committee of Royal Dutch Shell, and
- the composition and meetings of the executive committee.

The exact terms of the corporate governance arrangements agreed by Royal Dutch Shell, Royal Dutch and Shell Transport are outlined in Schedule 2 of the Implementation Agreement which is attached as Annex A of this prospectus.

*Termination of Existing Agreements.* Currently, there are a number of agreements in force between Shell Transport and Royal Dutch. These agreements regulate their respective economic rights in their combined business interests and/or the management and governance of their combined business interests. Royal Dutch and Shell Transport have agreed that, with effect from completion of the Transaction, all these existing agreements will terminate automatically.

*Termination.* Royal Dutch may terminate the implementation agreement in the event that the resolution approving the Scheme of Arrangement is not passed at the court meeting for the Scheme by the requisite majority. Furthermore, the implementation agreement will terminate automatically if a resolution approving the implementation agreement is put to the shareholders of Royal Dutch and is not approved by the requisite majority. In addition, if, by December 31, 2005, any of the conditions to the Scheme or the offer have not been

satisfied or waived in accordance with their terms or the Transaction has not become effective in accordance with its terms, the implementation agreement may be terminated by either Royal Dutch or Shell Transport. Shell Transport has undertaken not to proceed with the Scheme of Arrangement and to withdraw the Scheme of Arrangement in the event that prior to the hearing date for the Scheme, the implementation agreement is terminated in accordance with its terms.

*Governing Law and Arbitration.* The implementation agreement is governed by English law and disputes are to be settled by arbitration to be held in The Hague in accordance with the UNCITRAL Arbitration Rules, the authority being the International Chamber of Commerce's International Court of Arbitration.

## MATERIAL TAX CONSEQUENCES

### Material U.S. Federal Income Tax Consequences of the Offer

***General***

The following describes the material U.S. federal income tax consequences to holders of Royal Dutch ordinary shares of the offer and of the ownership and disposition of Class A Shares or Class A ADRs. This description is the opinion of our U.S. tax counsel, Cravath, Swaine & Moore LLP, and is limited as described below. This description applies only to holders of Royal Dutch ordinary shares that are U.S. holders.

For purposes of this description, a U.S. holder means:

- a citizen or resident of the United States,
- a corporation, or other entity taxable as a corporation, created or organized under the laws of the United States or any of its political subdivisions,
- a trust, if (i) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. fiduciaries have the authority to control all substantial decisions of the trust or (ii) the trust has made a valid election under applicable U.S. Treasury regulations to be treated as a U.S. person, or
- an estate that is subject to U.S. federal income tax on its income regardless of its source.

If a partnership holds Royal Dutch ordinary shares, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. Each partner of a partnership holding Royal Dutch ordinary shares is urged to consult his, her or its own tax advisor.

For U.S. federal income tax purposes, a U.S. holder of Class A ADRs will generally be treated as the beneficial owner of the underlying Class A Shares.

This description is based upon the Internal Revenue Code of 1986, as amended, or the Code, Treasury regulations, administrative rulings and judicial decisions currently in effect, all of which are subject to change, possibly with retroactive effect. The description applies only to holders of Royal Dutch ordinary shares that hold their Royal Dutch ordinary shares as a capital asset (generally, for investment purposes). Further, the description does not address all aspects of U.S. federal income taxation that may be relevant to a particular shareholder in light of his, her or its personal investment circumstances or to shareholders subject to special treatment under the U.S. federal income tax laws, including:

- insurance companies,
- tax-exempt organizations,
- dealers in securities or foreign currency,
- banks or trusts,
- persons that hold their Royal Dutch ordinary shares as part of a straddle, a hedge against currency risk or a constructive sale or conversion transaction,
- holders that have a functional currency other than the U.S. dollar,
- investors in pass-through entities,
- shareholders who acquired their Royal Dutch ordinary shares through the exercise of options, or otherwise as compensation or through a tax-qualified retirement plan, or
- holders of options granted under any Royal Dutch benefit plan.

Furthermore, this description does not address any non-income tax or any state, local or non-U.S. tax consequences of the offer or ownership and disposition of our ordinary shares or ADRs. The description also does not address the tax consequences of any other transaction. Accordingly, each holder of Royal Dutch ordinary

shares is strongly urged to consult with a tax advisor to determine the particular federal, state, local or non-U.S. income or other tax consequences of the offer and of the ownership and disposition of our ordinary shares or ADRs to the holder.

***The Offer***

*The Exchange.* Other than with respect to certain U.S. holders who own at least 5% of our ordinary shares (including ordinary shares underlying our ADRs) after the completion of the offer and Scheme of Arrangement, the material U.S. federal income tax consequences to U.S. holders who exchange their Royal Dutch ordinary shares in the offer are as follows:

- The exchange of Royal Dutch ordinary shares for our ordinary shares or ADRs will constitute a tax-free transaction governed by Section 351 of the Code.
- No gain or loss will be recognized by U.S. holders of Royal Dutch ordinary shares on the exchange of such ordinary shares for our ordinary shares or ADRs.
- The aggregate adjusted tax basis of our ordinary shares or ADRs received in the transaction by a U.S. holder of Royal Dutch ordinary shares will be equal to the aggregate adjusted tax basis of such U.S. holder's Royal Dutch ordinary shares exchanged for our ordinary shares or ADRs.
- The holding period of our ordinary shares or ADRs received in the offer by a U.S. holder of Royal Dutch ordinary shares will include the holding period of such U.S. holder's Royal Dutch ordinary shares exchanged for our ordinary shares or ADRs.

A U.S. holder who holds at least 5% of our ordinary shares (including ordinary shares underlying our ADRs) by vote or value after the offer and Scheme of Arrangement are consummated will qualify for tax-free treatment with respect to the exchange, as described above, only if the U.S. holder files a "gain recognition agreement" with the Internal Revenue Service. A gain recognition agreement is an agreement between the U.S. holder and the Internal Revenue Service that generally would require the U.S. holder to retroactively recognize gain, with interest, on the exchange of Royal Dutch ordinary shares for our ordinary shares or ADRs in the event that, at any time prior to the close of the fifth year following the year in which the offer occurs, we dispose of part or all of the Royal Dutch ordinary shares we acquire in the offer or Royal Dutch disposes of substantially all of its assets. Each U.S. holder who holds at least 5% of our ordinary shares after the completion of the offer and Scheme of Arrangement is urged to consult his, her or its own tax advisor concerning the decision to file a gain recognition agreement and the procedures to be followed in connection with such filings.

*Non-Tendering U.S. Holders.* A non-tendering U.S. holder who or that does not tender his, her or its Royal Dutch ordinary shares in the offer will not recognize any gain or loss as a result of the offer unless such U.S. holder's Royal Dutch ordinary shares are purchased for cash pursuant to a "squeeze-out". The receipt of cash by a U.S. holder in exchange for his, her or its Royal Dutch ordinary shares pursuant to a "squeeze-out" generally will result in taxable gain or loss to such U.S. holder for U.S. federal income tax purposes based upon the difference between the U.S. Dollar amount of cash received by such U.S. holder and such U.S. holder's adjusted tax basis in such Royal Dutch ordinary shares. Such gain or loss will constitute capital gain or loss and will constitute long-term capital gain or loss if the U.S. holder has held those Royal Dutch ordinary shares for more than 12 months. For non-corporate U.S. holders, any such long-term capital gain will be taxed at a maximum rate of 15%. The deductibility of capital losses is subject to limitations. Capital gains or losses recognized pursuant to a "squeeze-out" should generally constitute gains or losses from sources within the United States. See "— Ownership and Disposition of our Ordinary Shares or ADRs — Taxation of Sale or Other Disposition" on page 77 for a discussion of the determination of the U.S. Dollar value of any "squeeze-out" payments and the recognition of any foreign currency gain or loss to the extent such payments are made in a currency other than U.S. Dollars.

*Backup Withholding.* Certain non-corporate holders of Royal Dutch ordinary shares may be subject to backup withholding at a 28% rate on cash payments received pursuant to a squeeze-out. Backup withholding will not apply, however, to a holder of Royal Dutch ordinary shares who (1) furnishes a correct taxpayer identification number and certifies that he, she or it is not subject to backup withholding on the substitute Form W-9 included in

the letter of transmittal to be delivered to holders of Royal Dutch ordinary shares following the date of completion of the offer, (2) provides a certification of foreign status on Form W-8BEN or successor form or (3) otherwise establishes an exemption from backup withholding. Amounts withheld under the backup withholding rules may be credited against a holder's U.S. federal tax liability, and a refund of any excess amounts withheld under the backup withholding rules may be obtained by filing the appropriate claim form with the Internal Revenue Service.

***Ownership and Disposition of Our Ordinary Shares or ADRs***

*Taxation of Cash Distributions and Distributions of Stock.* The gross amount of any distribution (other than in liquidation), including the fair market value of all distributions of our ordinary shares or ADRs whenever a holder may elect to receive cash distributions instead of distributions of our ordinary shares or ADRs, that a U.S. holder receives with respect to our ordinary shares or ADRs (before reduction for any Dutch tax, if any, withheld from such distributions) generally will be includible in such U.S. holder's gross income on the day on which, in the case of a holder of our ordinary shares, such holder receives such distribution or, in the case of a holder of our ADRs the depositary receives such distribution on behalf of the holder of the applicable ADRs. Depending on the amount of the dividend and the amount of the U.S. holder's adjusted tax basis in the applicable ordinary shares or ADRs, distributions will be taxed in the following manner:

To the extent that distributions paid by us with respect to the underlying ordinary shares do not exceed our earnings and profits ("E&P"), as calculated for U.S. federal income tax purposes, such distributions will be taxed as dividends. The Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), enacted on May 28, 2003, reduced the maximum rate of tax imposed on certain dividends received by U.S. holders that are individuals to 15% (5% for individuals in the lower tax brackets and 0% for these taxpayers in 2008) (the "Reduced Rate"), so long as certain holding period requirements are met. The Reduced Rate applies to dividends received after December 31, 2002 and before January 1, 2009. In order for dividends paid by a non-U.S. corporation to be eligible for the Reduced Rate, the non-U.S. corporation must be a Qualified Foreign Corporation ("QFC") within the meaning of the Act and must not be a passive foreign investment company (a "PFIC") in either the taxable year of the distribution or the preceding taxable year. We believe that we will be a QFC and will not be a PFIC. As a result, dividends received by individual U.S. holders before January 1, 2009 will generally constitute qualified dividend income ("QDI") for U.S. federal income tax purposes and taxable at rates applicable to net capital gains (see "— Taxation of Sale or Other Disposition" on page 77), provided that certain holding period and other requirements are satisfied. There can be no assurance, however, that we will continue to be considered a QFC or that we will not be classified as a PFIC in the future. Thus, there can be no assurance that our dividends will continue to be eligible for the Reduced Rate. Special rules apply for purposes of determining the recipient's investment income (which limits deductions for investment interest) and non-U.S. income (which may affect the amount of foreign tax credit) and to certain extraordinary dividends. Each U.S. holder that is an individual is urged to consult his or her own tax advisor regarding the possible applicability of the Reduced Rate under the Act and the related restrictions and special rules.

Because we are not a U.S. corporation, dividends we pay generally will not be eligible for the dividends received deduction allowable to corporations under the Code.

To the extent that distributions by us exceed our E&P, such distributions will be treated as a tax-free return of capital, to both individual and corporate U.S. holders, to the extent of each such U.S. holder's adjusted tax basis in our ordinary shares or ADRs, and will reduce such U.S. holder's adjusted tax basis in the ordinary shares or ADRs on a dollar-for-dollar basis (thereby increasing any gain or decreasing any loss on a disposition of the ordinary shares or ADRs). To the extent that the distributions exceed the U.S. holder's adjusted tax basis in the ordinary shares or ADRs, such U.S. holder will be taxed as having recognized gain on the sale or disposition of the ordinary shares or ADRs (see "— Taxation of Sale or Other Disposition" on page 77).

It is anticipated that any distributions on our ordinary shares will be made in euros or pounds sterling; any dividends so paid generally will be includible in a U.S. holder's gross income in a U.S. dollar amount calculated by reference to the exchange rate in effect on the day the U.S. holder receives the dividend.

Holders of our ADRs will receive dividend payments in U.S. dollars from the depositaries. It is anticipated that we will pay to the depositaries a U.S. dollar amount calculated by reference to the exchange rate in effect on

the day that the dividend is declared, notwithstanding that the dividend will have been declared in euros. In this case, the U.S. holder of our ADRs would include in gross income as a dividend the U.S. dollar amount received by the applicable depositary. Though not anticipated, it is possible that we will pay to the depositaries an amount in a currency other than U.S. dollars. In such a case, any dividends so paid generally will be includible in a U.S. holder's gross income in a U.S. dollar amount calculated by reference to the exchange rate in effect on the day the applicable depositary receives the dividend. In such case, the U.S. holder may recognize foreign exchange gain or loss if the applicable depositary does not convert such currency into U.S. dollars before the U.S. holder is required to take the distribution into gross income for U.S. federal income tax purposes. The gain or loss recognized will generally be based upon the difference between the exchange rate in effect when such currency is actually converted and the "spot" exchange rate in effect at the time the distribution is taken into account and any gain realized will generally be treated as U.S.-source income for U.S. foreign tax credit limitation purposes.

Dividends paid by us generally will be treated as foreign source income for U.S. foreign tax credit limitation purposes. Subject to certain limitations, U.S. holders may elect to claim a foreign tax credit against their U.S. federal income tax liability for non-U.S. tax withheld (if any) from dividends received in respect of the ordinary shares or ADRs. (See "— Dutch Tax Considerations — Withholding Tax on Dividend Payments" on page 79 for a discussion of Dutch withholding taxes and applicable treaty exemptions.) The limitation on non-U.S. taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends paid in respect of our ordinary shares or ADRs generally will be "passive income" and therefore any U.S. federal income tax imposed on these dividends cannot be offset by excess foreign tax credits that such U.S. holders may have from non-U.S. source income not qualifying as passive income. In the case of certain types of U.S. holders, any such dividends may be treated as a different class of income for purposes of calculating the U.S. foreign tax credit limitations. U.S. holders that do not elect to claim a foreign tax credit may instead claim a deduction for non-U.S. tax withheld (if any).

Distributions of ordinary shares and ADRs to U.S. holders with respect to their holdings of ordinary shares and ADRs, as the case may be (such previously held ordinary shares or ADRs being "Old Stock"), that are pro rata with respect to their holdings of Old Stock will generally not be subject to U.S. federal income tax (except with respect to cash received instead of fractional ordinary shares and ADRs). A U.S. holder's adjusted tax basis in the ordinary shares and ADRs so received will be determined by allocating the U.S. holder's adjusted tax basis in the Old Stock between the Old Stock and the ordinary shares and ADRs so received.

*Taxation of Sale or Other Disposition.* Unless a nonrecognition provision applies, a U.S. holder will recognize capital gain or loss upon a sale or other disposition of ordinary shares or ADRs in an amount equal to the difference between the amount realized on their disposition and such U.S. holder's adjusted tax basis in the ordinary shares or ADRs. Under current law, capital gains realized by corporate and individual taxpayers are generally subject to U.S. federal income taxes at the same rate as ordinary income, except that long-term capital gains realized by non-corporate U.S. holders are subject to U.S. federal income taxes at a maximum rate of 15% for taxable years beginning before January 1, 2009 (and 20% thereafter). Certain limitations exist on the deductibility of capital losses by both corporate and individual taxpayers. Capital gains and losses on the sale or other disposition by a U.S. holder of ordinary shares or ADRs generally should constitute gains or losses from sources within the United States.

For cash basis U.S. holders who receive foreign currency in connection with a sale or other taxable disposition of ordinary shares or ADRs, the amount realized will be based on the U.S. dollar value of the foreign currency received with respect to such ordinary shares or ADRs as determined on the settlement date of such sale or other taxable disposition.

Accrual basis U.S. holders may elect the same treatment required of cash basis taxpayers with respect to a sale or other taxable disposition of ordinary shares or ADRs, provided that the election is applied consistently from year to year. Such election may not be changed without the consent of the Internal Revenue Service. Accrual basis U.S. holders who or which do not elect to be treated as cash basis taxpayers (pursuant to the Treasury Regulations applicable to foreign currency transactions) for this purpose may have a foreign currency gain or loss for U.S. federal income tax purposes because of differences between the U.S. dollar value of the foreign currency received prevailing on the date of the sale or other taxable disposition of ordinary shares or ADRs and the date of payment. Any such foreign currency gain or loss generally will constitute gain or loss from

sources within the United States and generally will be treated as ordinary income or loss and would be in addition to gain or loss, if any, recognized on the sale or other taxable disposition of ordinary shares or ADRs.

*Deposits, Withdrawals and Pre-Releases.* Deposits and withdrawals by U.S. holders of ordinary shares in exchange for ADRs and of ADRs in exchange for ordinary shares will not be subject to any U.S. federal income tax. The U.S. Treasury Department, however, has expressed concerns that parties involved in transactions where depositary shares are pre-released may be taking actions that are not consistent with the claiming of foreign tax credits by the holders of the applicable ADRs. Accordingly, the analysis of the creditability of Dutch taxes described above could be affected by future actions that may be taken by the U.S. Treasury Department.

*United States Backup Withholding and Information Reporting.* In general, information reporting requirements will apply to payments of dividends on ordinary shares or ADRs and the proceeds of certain sales of ordinary shares or ADRs in respect of U.S. holders other than certain exempt persons (such as corporations). A 28% backup withholding tax (31% for 2011 and thereafter) will apply to such payments if the U.S. holder fails to provide a correct taxpayer identification number or other certification of exempt status or, with respect to certain payments, the U.S. holder fails to report in full all dividend and interest income and the Internal Revenue Service notifies the payer of such under-reporting. Amounts withheld under the backup withholding rules may be credited against a holder's U.S. federal tax liability, and a refund of any excess amounts withheld under the backup withholding rules may be obtained by filing the appropriate claim form with the Internal Revenue Service.

**Dutch Tax Considerations**

***General***

The following describes the material Dutch tax consequences for a U.S. holder of Royal Dutch ordinary shares or of Class A Shares or Class A ADRs who is neither resident nor deemed to be resident in The Netherlands for Dutch tax purposes and, in the event such holder is an individual, has not opted to be treated as a resident in The Netherlands for the purposes of the Dutch Income Tax Act 2001, in respect of the offer and the ownership and disposal of Class A Shares received pursuant to the offer. This description is the opinion of our Dutch tax counsel, De Brauw Blackstone Westbroek N.V., and is limited as described in this section. This description is not intended to be applicable in all respects to all categories of U.S. holders. This section does not purport to describe all possible Dutch tax considerations or consequences that may be relevant to a U.S. holder. Any Holder of Royal Dutch ordinary shares is advised to consult with his tax advisors with regard to the tax consequences of the offer and the ownership and disposal of Class A Shares or Class A ADRs received pursuant to the offer in his particular circumstances. This section does not purport to describe the possible Dutch tax considerations or consequences that may be relevant to a U.S. holder of Royal Dutch ordinary shares or Class A Shares or Class A ADRs who receives or has received any benefits from these securities as employment income, deemed employment income or otherwise as compensation.

Neither does this section purport to describe the possible Dutch tax considerations or consequences that may be relevant to a U.S. holder of Royal Dutch ordinary shares or of "A" Shares who has a (fictitious) substantial interest in Royal Dutch or in Royal Dutch Shell.

Generally, a holder has a substantial interest if such holder, alone or together with his partner, has, or if certain relatives of the holder or his partner have, directly or indirectly:

(i) the ownership of, or certain rights over, shares representing five per cent. or more of the total issued and outstanding capital of Royal Dutch Shell or of the issued and outstanding capital of any class of shares of Royal Dutch or Royal Dutch Shell;

(ii) the rights to acquire shares, whether or not already issued, representing five per cent. or more of the total issued and outstanding capital of Royal Dutch or Royal Dutch Shell, or of the issued and outstanding capital of any class of shares of Royal Dutch or Royal Dutch Shell; or

(iii) certain profit participating certificates that relate to five per cent. or more of the annual profit of Royal Dutch or Royal Dutch Shell or to five per cent. or more of the liquidation proceeds of Royal Dutch or Royal Dutch Shell.

A holder has a fictitious substantial interest if (a) he has disposed of, or is deemed to have disposed of, all or part of a substantial interest or (b) he is an individual and has transferred a business enterprise in exchange for shares, on a non-recognition basis.

Except as otherwise indicated, this section only addresses Dutch tax legislation and regulations, as in effect on the date hereof and as interpreted in published case law on the date hereof and is subject to change after such date, including changes that could have retroactive effect. A change in legislation or regulations may thus invalidate all or part of this section. Unless otherwise specifically stated herein, this section does not express any opinion on Dutch international tax law or on the rules promulgated under or by any treaty or treaty organization and does not express any opinion on any Dutch legal matter other than Dutch tax law.

***Withholding tax on dividend payments***

Dividends distributed by us to a U.S. holder of a Class A Share or a Class A ADR are generally subject to withholding tax imposed by The Netherlands at a rate of 25 percent. Dividends distributed by us include, but are not limited to:

(i) distributions in cash or in kind, whatever they may be named or in whatever form;

(ii) proceeds from our liquidation or, as a rule, proceeds from the repurchase of shares by us, in excess of the average paid-in capital recognized for Dutch dividend withholding tax purposes;

(iii) the par value of shares issued to a holder of shares or an increase in the par value of shares, to the extent that no capital contribution, recognized for Dutch dividend withholding tax purposes, has been made or will be made; and

(iv) partial repayment of paid-in capital that is:

(a) not recognized for Dutch dividend withholding tax purposes; or

(b) recognized for Dutch dividend withholding tax purposes, to the extent that we have net profits (*zuivere winst*), unless (I) the general meeting of our shareholders has resolved in advance to make such repayment and (II) the par value of the shares concerned has been reduced by an equal amount by way of an amendment to our articles of association.

As stated above under (ii), Dutch tax law treats share buy backs for cancellation as being subject to withholding tax unless an exemption applies by virtue of their being carried out within certain annual quantitative limits. These quantitative limits have been agreed with the Dutch Revenue Service for the Class A Shares (including Class A ADRs) and the limits will not restrict the share buy back program announced for 2005. Buy backs of Class A Shares (including Class A ADRs) within these limits will not be subject to Dutch withholding tax. However, no quantitative limits on which to base an exemption (or other mitigation of the withholding tax) for buy backs of Class B Shares have been agreed with the Dutch Revenue Service and so, if repurchases of Class B Shares were undertaken, they would potentially give rise to Dutch withholding tax at the rate of 25 percent.

Accordingly, Royal Dutch Shell expects to buy back Class A Shares (including Class A ADRs) in preference to Class B Shares, unless and until exemption from or other mitigation of withholding tax on buy backs of Class B Shares is agreed with the Dutch Revenue Service. In any event, any withholding tax arising on a buy back of would be borne by us and not the selling shareholder.

A U.S. holder who is entitled to the benefits of the 1992 Double Taxation Convention between the United States and The Netherlands, as amended most recently by the Protocol signed March 8, 2004 (the “Convention”), will be entitled to a reduction in the Dutch withholding tax, either by way of a full or partial exemption at source or by way of a full or partial refund, as follows:

- if the U.S. holder is an exempt pension trust as described in article 35 of the Convention, or an exempt organization as described in article 36 of the Convention, the U.S. holder will be exempt from Dutch dividend withholding tax;

- if the U.S. holder is a company which holds directly at least 10 percent of the voting power in us, the U.S. holder will be subject to Dutch dividend withholding tax at a rate not exceeding 5%; and

- in all other cases, the U.S. holder will be subject to Dutch dividend withholding tax at a rate not exceeding 15%.

According to Dutch domestic anti-dividend stripping rules, no exemption from or reduction in or refund of, Dutch dividend withholding tax will be granted if the recipient of the dividend paid by us is not considered to be the beneficial owner (*uiteindelijk gerechtigde*) of such dividends as meant in these rules.

***Dutch Taxes on Income and Capital Gains***

A U.S. holder will not be subject to Dutch taxes on income or on capital gains in respect of the exchange of Royal Dutch ordinary shares for Class A Shares or Class A ADRs pursuant to the offer or, after the exchange, the ownership and disposal of Class A Shares or Class A ADRs, other than Dutch withholding tax as described above, in each case, except if:

(i) such holder derives profits from an enterprise, whether as entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net worth of such enterprise, other than as an entrepreneur or a shareholder, which enterprise is, in whole or in part, carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) in The Netherlands to which the Royal Dutch ordinary shares, the Class A Shares or the Class A ADRs are attributable; or

(ii) the holder is an individual who derives benefits from miscellaneous activities (*resultaat uit overige werkzaamheden*) performed in The Netherlands in respect of the Royal Dutch ordinary shares, the Class A Shares or the Class A ADRs, including, without limitation, activities which are beyond the scope of active portfolio investment activities.

With respect to the exchange of Royal Dutch ordinary shares for Class A Shares pursuant to the offer, the Dutch Revenue Service has confirmed that the roll over facility of article 3.55 Income Tax Act 2001 is applicable both to individuals and, pursuant to article 8 and article 18, Corporate Income Tax Act 1969, to entities. Consequently, on the occasion of the exchange capital gains would not have to be recognized and may be deferred for purposes of the Income Tax Act 2001 or the 1969 Corporate Income Tax Act.

***Dutch Gift, Estate and Inheritance Tax***

No Dutch gift tax or inheritance tax is payable in respect of any gift of Class A Shares or Class A ADRs by, or inheritance of Class A Shares or Class A ADRs on the death of, a U.S. holder of Class A Shares or Class A ADRs, except if:

(i) the U.S. holder is a resident or is deemed to be a resident of The Netherlands;

(ii) at the time of the gift or the death of the U.S. holder, such U.S. holder has an enterprise (or an interest in an enterprise) which is, in whole or in part, carried on through a permanent establishment or permanent representative in The Netherlands to which the Class A Shares or Class A ADRs are attributable; or

(iii) the Class A Shares or Class A ADRs are acquired by way of a gift from a holder who passes away within 180 days after the date of the gift and who is not and is not deemed to be a resident of The Netherlands at the time of the gift, but is or is deemed to be at the time of his death a resident of The Netherlands.

***Dutch Turnover Tax***

No Dutch turnover tax (Valued Added Tax) will arise in respect of the exchange of Royal Dutch ordinary shares for Class A Shares or Class A ADRs pursuant to the offer.

**UK Tax Considerations**

***General***

The following describes the material UK tax consequences for a U.S. holder of the offer and of the ownership and disposal of Class A Shares or Class A ADRs received in the offer. This description is the opinion of our UK tax counsel, Slaughter and May, as to the matters of law set out in this section headed "UK Tax Considerations". It is based on current UK law and on what is understood to be the current practice of UK HMRC, both of which are subject to change, possibly with retroactive effect. Any change in applicable laws or the facts and circumstances surrounding the offer, or any inaccuracy in the documents upon which Slaughter and May have relied, may affect the continuing validity of their opinion. Slaughter and May assume no responsibility to inform you of any such change or inaccuracy that may occur or come to their attention. The opinion of Slaughter and May is being provided to Royal Dutch Shell in connection with the registration statement of which this prospectus forms a part and may not be reproduced, quoted, summarized or relied upon by any other person or for any other purpose without the express written consent of Slaughter and May. Apart from the last paragraph under the heading "UK Tax on Income and Chargeable Gains" below, it applies only to U.S. holders who hold their Royal Dutch ordinary shares and Class A Shares or Class A ADRs as an investment and are the absolute beneficial owners of them, who are not resident or ordinarily resident for tax purposes in the UK or carrying on a trade (or profession or vocation) in the UK and who are not (and have not in the previous seven years been) employees of Royal Dutch or of any person connected with Royal Dutch.

The paragraphs below do not attempt to describe all possible UK tax considerations that may be relevant to a U.S. holder. Any U.S. holders who are in any doubt about any aspect of their particular tax position are advised to consult appropriate independent tax advisors.

***UK Tax on Income and Chargeable Gains***

U.S. holders who satisfy the criteria set out in the first paragraph above under the heading "— General" will not be subject to UK tax on income or chargeable gains in respect of the exchange of Royal Dutch ordinary shares for Class A Shares or Class A ADRs or, after the exchange, in respect of the ownership and disposal of Class A Shares or Class A ADRs or the receipt of any dividends that are paid on them.

There is however an exception to this rule in the case of a U.S. holder who is an individual, who has ceased to be either resident or ordinarily resident for tax purposes in the UK (or is regarded as non-resident for the purposes of a relevant double taxation treaty ("Treaty Non-Resident")) but then resumes residence or ordinary residence (or, as the case may be, ceases to be regarded as Treaty Non-Resident) before five complete tax years have passed. Such a holder may be liable to UK capital gains tax (subject to any available exemption or relief) if he or she made a disposal of Royal Dutch ordinary shares, Class A Shares or Class A ADRs while non-resident.

It should be noted that the exchange of Royal Dutch ordinary shares for Class A Shares or Class A ADRs will in principle constitute a disposal of those Royal Dutch ordinary shares for the purposes of UK tax on chargeable gains. Accordingly, a U.S. holder who has a connection with the UK which prevents that holder satisfying the criteria set out in the first paragraph above under the heading "General" may be liable to UK tax on chargeable gains in respect of that exchange, subject to any available exemption or relief. We encourage a U.S. holder who has such a connection with the UK to consult with appropriate independent tax advisors regarding other UK tax considerations that may, following the exchange, be relevant to that holder.

***UK Inheritance Tax***

A U.S. holder who is an individual domiciled in the U.S. for the purposes of the UK/U.S. Estate and Gift Tax Treaty and who is not a national of the UK for the purposes of the UK/U.S. Estate and Gift Tax Treaty will not be subject to UK inheritance tax in respect of the Class A Shares or Class A ADSs on the individual's death or on a gift of such Class A Shares or Class A ADSs made during the individual's lifetime unless, inter alia, they are part of the business property of the individual's permanent establishment situated in the UK or pertain to the individual's UK fixed base used for the performance of independent personal services. In the exceptional case where Class A Shares or Class A ADSs are subject to both UK inheritance tax and U.S. federal estate or gift tax, the UK/U.S. Estate and Gift Tax Treaty generally provides for tax paid in the UK to be credited against tax payable in the U.S., based on priority rules set out in that treaty.

***UK Stamp Duty and Stamp Duty Reserve Tax ("SDRT")***

A holder of Royal Dutch ordinary shares who accepts the offer before the expiration date of the offer or during a subsequent offer period (if any) will not have any resulting liability for stamp duty or SDRT. Nor will it be necessary for a holder of Class A Shares or Class A ADRs to pay SDRT or, in practice, stamp duty in consequence of the ownership or disposal of Class A Shares or Class A ADRs following completion of the offer; one reason for this is that any stamp duty or SDRT that might be due in relation to a disposal will normally be paid by the transferee rather than the transferor.

## DIRECTORS AND SENIOR MANAGEMENT

Our articles of association provide that our board of directors must consist of not less than three members nor more than twenty members at any time. We have a single-tier board of directors headed by a Non-Executive Chairman, with management led by a Chief Executive. Our board comprises ten Non-Executive Directors (including the Chairman) and five Executive Directors (including the Chief Executive and the Chief Financial Officer).

Six of the ten Non-Executive Directors on our board have been drawn from the seven members of the Royal Dutch supervisory board; four have been drawn from the nine Non-Executive Directors of the Shell Transport board. Five of the ten Non-Executive Directors are expected to be replaced by 2008, namely the Chairman in 2006 and two more in each of 2007 and 2008. The retiring Non-Executive Directors will be replaced by candidates with the appropriate experience and qualifications to ensure the continued effectiveness of our board's supervision of us and our group companies.

The business address for all of the directors is Carel van Bylandtlaan 30, 2596 HR The Hague, The Netherlands. All of the directors were appointed in 2004.

As of May 13, 2005, the members of our board, their respective ages and their principal occupation are:

| Name | Age | Position |
|---|---|---|
| Aad Jacobs | 68 | Chairman and Chairman of the Nomination and Succession Committee[3] |
| Lord Kerr of Kinlochard | 63 | Deputy Chairman[1][3] (and senior independent Non-Executive Director) |
| Jeroen van der Veer | 57 | Chief Executive |
| Peter Voser | 46 | Chief Financial Officer |
| Malcolm Brinded | 52 | Executive Director, Exploration and Production |
| Linda Cook | 46 | Executive Director, Gas & Power |
| Rob Routs | 58 | Executive Director, Oil Products and Chemicals |
| Maarten van den Bergh | 63 | Non-Executive Director[2] |
| Sir Peter Burt | 61 | Non-Executive Director[4] |
| Mary (Nina) Henderson | 54 | Non-Executive Director[2][4] |
| Sir Peter Job | 63 | Non-Executive Director[1] |
| Wim Kok | 66 | Non-Executive Director and Chairman of the Social Responsibility Committee[2] |
| Jonkheer Aarnout Loudon | 68 | Non-Executive Director and Chairman of the Remuneration Committee[1][3] |
| Christine Morin-Postel | 58 | Non-Executive Director[4] |
| Lawrence Ricciardi | 64 | Non-Executive Director and Chairman of the Audit Committee[4] |

(1) Member of Remuneration Committee

(2) Member of Social Responsibility Committee

(3) Member of Nomination and Succession Committee

(4) Member of Audit Committee

**Aad Jacobs**

*Non-Executive Chairman of the Board of Directors*

Born May 28, 1936 and is a Dutch national. He is Chairman of the Royal Dutch Shell board of directors and Chairman of the Nomination and Succession Committee. He was appointed a member of the Royal Dutch supervisory board in 1998 and Chairman of the Royal Dutch supervisory board in 2002. He was previously Chairman of the Board of Management of ING Groep N.V. from 1992 to 1998. He is currently also Chairman of the supervisory boards of Joh. Enschedé B.V., Imtech N.V. and VNU N.V.; Vice-Chairman of the supervisory boards of Buhrmann N.V. and IHC Caland N.V., and a member of the supervisory board of ING Groep N.V.

**Lord Kerr of Kinlochard**

*Deputy Chairman of the Board of Directors and Senior Independent Non-Executive Director*

Born February 22, 1942 and is a British national. He is Deputy Chairman (and senior independent Non-Executive Director) of the Royal Dutch Shell Board of directors. He was appointed a director of Shell Transport in 2002. Previously he was UK Permanent Representative to the European Union, British Ambassador to the U.S.A, Foreign Office Permanent Under Secretary of State and Head of the UK Diplomatic Service. On leaving government service he was Secretary-General of the European Convention (2002 to 2003). A member of the House of Lords since 2004, he is now Chairman of the Court and Council of Imperial College, London and a trustee of the National Gallery and the Rhodes Trust. Currently he is also a non-executive Director of Rio Tinto plc, Rio Tinto Limited and Scottish American Investment Company plc.

**Jeroen van der Veer**

*Chief Executive*

Born October 27, 1947 and is a Dutch national. He is the Chief Executive of Royal Dutch Shell. He joined the Royal Dutch/ Shell Group in 1971 in refinery process design and has held a number of senior management positions around the world. He was appointed President of Royal Dutch in 2000, having been a Managing Director since 1997. He was appointed Chairman of the Committee of Managing Directors of the Royal Dutch/ Shell Group in March 2004 and Royal Dutch/ Shell Group Chief Executive in October 2004. He is also a non-executive Director of Unilever (which includes Unilever N.V., Unilever plc and Unilever Holdings Ltd). He was a member of the supervisory board of De Nederlandsche Bank N.V. until September 2004.

**Peter Voser**

*Chief Financial Officer*

Born August 29, 1958 and is a Swiss national. He is Chief Financial Officer of Royal Dutch Shell. He was employed from 1982 to March 2002 by the Royal Dutch/ Shell Group in a variety of finance and business roles in Switzerland, the UK, Argentina and Chile, including Group Chief Internal Auditor of the Royal Dutch/ Shell Group, Chief Financial Officer of Shell Europe Oil Products and Chief Financial Officer of Shell International Oil Products. In March 2002, he was appointed Chief Finance Officer and Member of the Group executive committee of the Asea Brown Boveri group of companies, based in Switzerland, until September 2004. He was appointed Managing Director of Shell Transport, a Group Managing Director and Chief Financial Officer with effect from October 2004. He is a member of the supervisory board of Aegon N.V. and UBS AG.

**Malcolm Brinded**

*Executive Director, Exploration and Production*

Born March 18, 1953 and is a British national. He is Executive Director, Exploration and Production of Royal Dutch Shell. He joined the Royal Dutch/ Shell Group in 1974 and has held various positions around the world. He was Country Chair for the Royal Dutch/ Shell Group in the UK from 1999 to 2002 and Director of Planning, Environment and External Affairs at Shell International Ltd. from 2001 to 2002. He became a Managing Director of Royal Dutch in 2002. In March 2004, he was appointed a Director and Managing Director of Shell Transport and became Vice-Chairman of the Committee of Managing Directors. He has participated in

and led various industry bodies, including the UK Industry Leadership Team which he co-chaired from 1998 to 2001, covering all UK upstream industry operators, contractors and suppliers.

**Linda Cook**

*Executive Director, Gas & Power*

Born June 4, 1958 and is a U.S. national. She is Executive Director, Gas & Power of Royal Dutch Shell. She joined Shell Oil Company in Houston in 1980, having graduated from the University of Kansas with a degree in Petroleum Engineering. She worked for Shell Oil Company in Houston and California in a variety of technical and managerial positions until 1998 when she moved to The Hague and was appointed Director, Strategy & Business Development of the Shell Exploration and Production Global executive committee. She became Chief Executive Officer for Shell Gas & Power in January 2000. In 2003, she became President and Chief Executive Officer and a member of the Board of Directors of Shell Canada Limited. In August 2004, she was appointed a Managing Director of Royal Dutch and became a Group Managing Director and Chief Executive Officer of Shell Gas & Power. She is a member of the Society of Petroleum Engineers and a non-executive Director of The Boeing Company.

**Rob Routs**

*Executive Director, Oil Products and Chemicals*

Born September 10, 1946 and is a Dutch national. He is Executive Director, Oil Products and Chemicals of Royal Dutch Shell. He joined the Royal Dutch/ Shell Group in 1971. He has held various positions in The Netherlands, Canada and the U.S.A and was previously President and Chief Executive Officer of Shell Oil Products U.S.A and President of Shell Oil Company and Country Chair for the Royal Dutch/ Shell Group in the U.S.A. He was appointed a Managing Director of Royal Dutch and became a Group Managing Director with effect from July 2003. He is a director of INSEAD.

**Maarten van den Bergh**

*Non-executive Director*

Born April 19, 1942 and is a Dutch national. He was President of Royal Dutch from 1998 to 2000 having been a Managing Director of Royal Dutch since 1992. He was appointed a member of the Royal Dutch supervisory board in 2000. He is also Chairman of the Board of Directors of Lloyds TSB Group plc and a Non-Executive director of BT Group plc and British Airways plc and a member of the supervisory board of Akzo Nobel N.V.

**Sir Peter Burt MA MBA LLD FRSE FCIBS**

*Non-executive Director*

Born March 6, 1944 and is a British national. He is a member of the Audit Committee. He was appointed a non-executive Director of Shell Transport in 2002. He was Group Chief Executive of the Bank of Scotland and in 2001 became Executive Deputy Chairman of HBOS plc and was Governor of the Bank of Scotland until 2003. He is Chairman of ITV plc, a director of a number of charitable organizations and non-executive director of Templeton Emerging Markets Trust plc.

**Mary (Nina) Henderson**

*Non-executive Director*

Born July 6, 1950 and is a U.S. national. She is a member of the Social Responsibility Committee and the Audit Committee. She was appointed a non-executive Director of Shell Transport in 2001. She was previously President of a major division and Corporate Vice President of Bestfoods, a U.S. foods company, and was responsible for worldwide core business development. She is a non-executive Director of Pactiv Corporation, AXA Financial Inc., Del Monte Foods Company and Visiting Nurse Service of New York.

**Sir Peter Job**

*Non-executive Director*

Born July 13, 1941 and is a British national. He is a member of the Remuneration Committee. He was appointed as a non-executive Director of Shell Transport in 2001. He was previously Chief Executive of Reuters plc. He is a non-executive director of Schroders plc, TIBCO Software Inc, Instinet Group Inc, and a member of the supervisory board of Deutsche Bank AG.

**Wim Kok**

*Non-executive Director*

Born September 29, 1938 and is a Dutch national. He is Chairman of the Social Responsibility Committee. He was appointed a member of the Royal Dutch supervisory board with effect from July 1, 2003. He chaired the Confederation of Dutch trade unions (FNV) before becoming a member of the Dutch Lower House of Parliament and parliamentary leader of the Partij van de Arbeid (Labour Party). He was appointed Dutch Minister of Finance in 1989 and Dutch Prime Minister in 1994, serving for two periods of government up to July 2002. He is currently a member of the supervisory boards of ING Groep N.V., KLM N.V. and TPG N.V.

**Jonkheer Aarnout Loudon**

*Non-executive Director*

Born December 10, 1936 and is a Dutch national. He is Chairman of the Remuneration Committee and a member of the Nomination and Succession Committee. He was appointed a member of the Royal Dutch supervisory board in 1997. He was a member of the Board of Management of Akzo from 1977 to 1994 (Akzo Nobel as from 1994) and served as its Chairman from 1982-1994. He is currently also Chairman of the supervisory boards of ABN AMRO Holding N.V. and Akzo Nobel N.V., a member of the International Advisory Board of Allianz AG and a member of the supervisory board of Het Concertgebouw N.V.

**Christine Morin-Postel**

*Non-executive Director*

Born October 6, 1946 and is a French national. She is a member of the Audit Committee. She was appointed a member of the Royal Dutch supervisory board in 2004. She was Chairman and CEO of Credisuez from 1993 to 1996. In February 1998, she became Chief Executive and Chairman of the Management Committee of Societe Generale de Belgique, which she remained until March 2001. She was Executive Vice-president of Suez from September 2000 through March 2003. She is currently a non-executive director of Alcan Inc., Pilkington plc and 3i Group plc.

**Lawrence Ricciardi**

*Non-executive Director*

Born August 14, 1940 and is a U.S. national. He is Chairman of the Audit Committee. He was appointed a member of the Royal Dutch supervisory board in 2001. He was previously President of RJR Nabisco, Inc. and subsequently Senior Vice President and General Counsel of IBM. He is Senior Advisor to the law firm Jones Day and to Lazard Freres & Co. and a trustee of the Pierpoint Morgan Library, the Andrew W. Mellon Foundation and Ithaka Harbors, Inc. He is also a member of the Board of Directors of The Reader’s Digest Association, Inc.

**Board Committees**

*Committees of Non-Executive Directors*

There are four Royal Dutch Shell Board Committees made up of Non-Executive Directors. These are the Nomination and Succession Committee, the Audit Committee, the Remuneration Committee and the Social Responsibility Committee.

*Nomination and Succession Committee.* The Nomination and Succession Committee makes recommendations to the Royal Dutch Shell Board on all board appointments and re-appointments.

The Nomination and Succession Committee regularly reviews the structure, size and composition (including the required skills, knowledge and experience) of the Royal Dutch Shell Board and makes recommendations with regard to any adjustment deemed necessary. It evaluates, prior to an appointment being made, the skills, knowledge and experience on the Royal Dutch Shell Board and defines the role and the capabilities required for a particular appointment. It is responsible for identifying and nominating suitable candidates for the approval of the Royal Dutch Shell Board to fill vacancies as and when they arise. The Nomination and Succession Committee keeps under review the leadership needs of Royal Dutch Shell.

The Nomination and Succession Committee also makes recommendations to the Royal Dutch Shell Board concerning the succession plans for both Executive Directors and Non-Executive Directors, on the re-appointment of any Non-Executive Director at the conclusion of the specified term of office and on any matters relating to the continuation in office of any director. The Nomination and Succession Committee also makes recommendations on the appointment of the chairman of each of the Audit Committee, the Remuneration Committee and the Social Responsibility Committee and, in consultation with the chairman of the relevant committee, the membership of those committees. It also makes recommendations in respect of corporate governance guidelines for Royal Dutch Shell and monitors compliance with corporate governance requirements and makes recommendations in respect of disclosures relating to corporate governance and its appointment processes.

The members of the Nomination and Succession Committee are Aad Jacobs (Chairman), Lord Kerr of Kinlochard and Jonkheer Aarnout Loudon.

*Audit Committee*. The Audit Committee assists the Royal Dutch Shell Board in fulfilling its responsibilities in relation to internal control and financial reporting, and carries out certain oversight functions on behalf of the Royal Dutch Shell Board.

It is charged with monitoring the effectiveness of the Royal Dutch/Shell Group's risk based internal control system. It monitors compliance with applicable external legal and regulatory requirements, the Shell General Business Principles and Code of Ethics.

It has a duty to discuss with the Royal Dutch/Shell Group Chief Financial Officer, the Royal Dutch/Shell Group controller and the external auditors issues regarding accounting policies and practices. It reviews and discusses the integrity of the financial statements with management and the external auditors. It reviews, in conjunction with management, the policies of Royal Dutch Shell with respect to earnings releases, financial performance information and earnings guidance, reserves accounting and reporting and significant financial reporting issues. It establishes and monitors the implementation of procedures for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls or auditing or other matters, including mechanisms for the confidential or anonymous submission of related concerns by employees, ensuring that these procedures provide for proportionate and independent investigation of such matters and appropriate follow up action. It monitors the effectiveness of the procedures of Royal Dutch Shell for internal control over financial reporting.

The Audit Committee reviews and assesses the internal audit function's remit, the appropriateness of internal audit strategies and the annual internal audit plan. It monitors the execution and results of the audit plan. It reviews and assesses management's response to audit findings and recommendations. It discusses the adequacy of the risk management and internal control system of Royal Dutch Shell and any significant matters arising from the internal audit with the chief internal auditor, management and the external auditors. It monitors the qualifications, expertise, resources and work structure of the internal audit function. It considers the standards employed by the internal audit function, quality assurance procedures and auditor competence. It assesses annually the performance of the chief internal auditor, including the role and effectiveness of internal audit in the overall context of the risk management and internal control system of the Royal Dutch/ Shell Group.

The Audit Committee makes recommendations to the Royal Dutch Shell Board for it to put to the Royal Dutch Shell shareholders for approval in general meeting, in relation to the appointment, re-appointment and removal of the external auditors. It investigates the issues giving rise to any resignation of the external auditors and considers whether any action is required. It reviews and approves the engagement letter for the external

auditors. It monitors the execution and results of the audit. It also monitors the qualifications, expertise, resources and independence of the external auditors and assesses annually the performance and effectiveness of the external auditors. It establishes and monitors policies for and external disclosures in respect of the pre-approval of all audit services and permissible non-audit services to be provided by the external auditors and the hiring of employees or former employees of the external auditors. It obtains annually a report from the external auditors describing all relationships between the external auditors and Royal Dutch Shell and material issues raised by internal quality control reviews or by any external inquiry or investigation.

The Audit Committee updates the Royal Dutch Shell Board about its activities after each Audit Committee meeting. Where the Audit Committee is not satisfied with any aspect of risk management and internal control, financial reporting or audit related activities, it reports to the Royal Dutch Shell Board. The Audit Committee is also responsible for bringing to the attention of the Royal Dutch Shell Board material issues regarding accounting, internal accounting controls or auditing. It is responsible for describing in the annual report how it has discharged its responsibilities and how auditor objectivity and independence has been safeguarded.

The members of the Audit Committee are Lawrence Ricciardi (Chairman), Sir Peter Burt, Mary (Nina) Henderson and Christine Morin-Postel.

*Remuneration Committee.* The Remuneration Committee determines and agrees with the Royal Dutch Shell Board the remuneration policy and individual remuneration packages for the Chairman, the Chief Executive and the Executive Directors. It monitors the remuneration for other senior executives and makes recommendations if appropriate.

The Remuneration Committee determines and agrees with the Royal Dutch Shell Board the framework remuneration policy for the Chairman, the Chief Executive and the other Executive Directors, ensuring that remuneration is adequate to attract, retain and motivate high calibre individuals. Within the terms of the agreed framework remuneration policy, it determines individual remuneration packages for the Chairman and the Chief Executive, and, in consultation with them, for other Executive Directors. It monitors the structures and levels of remuneration for other senior executives and makes recommendations if appropriate. It determines and agrees with the Royal Dutch Shell Board a performance framework and endorses its application in setting performance targets for the remuneration of the Chief Executive and other Executive Directors and, assessing their performance against such targets, determines resultant annual remuneration levels. The Remuneration Committee also approves employee share plans and other incentive plans for Executive Directors. It considers and advises on the terms of any contract to be offered to a director. It approves pension arrangements for Executive Directors and any major changes to employee benefit arrangements applicable to them. It reviews and endorses the policy for authorising claims for expenses from the Chief Executive and the Chairman.

The Remuneration Committee prepares an annual remuneration report and ensures that all necessary disclosures within its remit are properly made.

The members of the Remuneration Committee are Jonkheer Aarnout Loudon (Chairman), Lord Kerr of Kinlochard and Sir Peter Job.

*Social Responsibility Committee.* Under its terms of reference, the Social Responsibility Committee reviews the policies and conduct of Royal Dutch Shell with respect to the Royal Dutch Shell Group’s statement of general business principles as well as the Royal Dutch Shell Group’s health, safety and environment policy, other relevant Royal Dutch Shell Group policies and standards and for major issues of public concern, making recommendations to the Royal Dutch Shell Board accordingly. It also oversees the design of internal control procedures relating to the Royal Dutch Shell Group’s general business principles and health, safety and environment policy, and makes recommendations to the Royal Dutch Shell Board accordingly.

The members of the Social Responsibility Committee are Wim Kok (Chairman), Maarten van den Bergh and Mary (Nina) Henderson.

*The Executive Committee*

The Executive Committee comprises the Chief Executive, the Chief Financial Officer and the other Executive Directors. The Executive Committee is responsible for Royal Dutch Shell's overall business and affairs and has final authority in all matters of management that are not within the duties and authorities of the Royal Dutch Shell Board or of the general meeting of Royal Dutch Shell. It implements all Board resolutions and supervises all management levels in Royal Dutch Shell.

The Chief Executive is Jeroen van der Veer. The Chief Financial Officer is Peter Voser and the other Executive Directors are Malcolm Brinded, Executive Director of Exploration and Production; Linda Cook, Executive Director of Gas & Power and Rob Routs, Executive Director of Oil Products and Chemicals.

**Compensation**

We have not yet paid any compensation to our Chairman of the board, Chief Executive, Executive Directors or Chief Financial Officer. The form and amount of the compensation to be paid to each of our executive officers in any future period will be determined by our Remuneration Committee.

The Chairman of our board will be paid an annual fee of £150,000.

All other non-executive directors of Royal Dutch Shell will be paid an annual fee of £70,000 with an additional fee of:

£30,000 per annum for acting in the role of Senior Independent Director and Deputy Chairman;
£25,000 per annum for acting as Chairman of the Audit Committee;
£20,000 per annum for acting as Chairman of the Remuneration Committee;
£15,000 per annum for acting as Chairman of any other committee of the Board(1);
£15,000 per annum for membership of the Audit Committee(2);
£11,500 per annum for membership of the Remuneration Committee(2); and
£8,000 per annum for membership of any other committee of the Board(2).

(1) Aad Jacobs has capped his annual fee for 2005 at £150,000 and so he will not receive any additional fee for acting as Chairman of the Nomination Committee.

(2) The Chairman of a committee of the Board does not receive an additional fee for membership of that committee.

An additional fee of £3,000 per meeting is payable to non-executive directors who undertake intercontinental travel to attend a meeting, although there will be no payment for one meeting per year requiring intercontinental travel, held in a location other than The Hague or London.

For information concerning the remuneration paid to or accrued for members of the Royal Dutch supervisory board, the managing directors of Royal Dutch and officers by Royal Dutch and companies of the Royal Dutch/ Shell Group, see the Form 20-F, which is incorporated by reference in this prospectus. For information concerning the remuneration paid to or accrued for members of the Shell Transport board, the managing directors of Shell Transport and officers by Shell Transport and companies of the Royal Dutch/ Shell Group, see the Form 20-F, which is incorporated by reference in this prospectus.

**Letters of appointment of non-executive directors of Royal Dutch Shell**

Non-executive directors of Royal Dutch Shell are appointed for specified terms of office. The term of office of each of the non-executive directors of Royal Dutch Shell will end, subject to the provisions of the Royal Dutch Shell Articles and to re-appointment for further terms, at the close of business of the annual general meeting in 2007 (except in the case of Mr. Jacobs, which, subject to such provisions, will end at the close of business of the annual general meeting in 2006.)

The letters of appointment of the non-executive directors of Royal Dutch Shell provide for a notice period of three months and there are no compensation provisions upon early termination. It is a term of each appointment that Royal Dutch Shell and the relevant director agree to be bound by the provisions in the Royal Dutch Shell

Articles relating to arbitration and exclusive jurisdiction see “Comparison of Rights of Royal Dutch Shell Shareholders and Royal Dutch Shareholders — Resolution of Disputes”.

We propose to enter into a deed of indemnity with each of the Royal Dutch Shell Directors. The terms of each of these deeds will be identical and will reflect the new statutory provisions on indemnities introduced by the Companies (Audit, Investigations and Community Enterprise) Act 2004. Under the terms of each deed, Royal Dutch Shell will undertake to indemnify the relevant Royal Dutch Shell Director, to the widest extent permitted by law, against any and all liability, howsoever caused (including by that director’s own negligence), suffered or incurred by that director in the course of that director acting as a director or employee of Royal Dutch Shell, any member of the Royal Dutch/Shell Group or certain other entities. It will be a term of each indemnity that Royal Dutch Shell and the relevant director agree to be bound by the provisions in the Royal Dutch Shell Articles relating to arbitration and exclusive jurisdiction.

**Share Ownership**

None of our directors or senior management hold any of our ordinary shares. For information concerning the share ownership of our directors and senior management in Royal Dutch, see the Form 20-F, which is incorporated in this prospectus by reference.

**Articles of Association**

Under our articles of association:

(1) a director may not vote or be counted in the quorum in respect of any matter in which he is materially interested including any matter related to his own compensation;

(2) the directors may exercise Royal Dutch Shell’s power to borrow money provided that the borrowings of the RDS Group shall not, without the consent of an ordinary resolution of shareholders of Royal Dutch Shell, exceed two times Royal Dutch Shell’s adjusted capital and reserves (these powers relating to borrowing may only be varied by special resolution of shareholders);

(3) Directors over age 70 must retire at each Annual General Meeting, but are eligible for re-election; and

(4) Directors are not required to hold shares of Royal Dutch Shell to be qualified to be a director.

## DESCRIPTION OF SHARE CAPITAL OF ROYAL DUTCH SHELL

The following is a summary of the material terms of our ordinary shares, including brief descriptions of the provisions contained in our memorandum of association and articles of association and applicable laws of England in effect on the date of this document. This summary does not purport to include complete statements of these provisions. References to the provisions of our memorandum of association and articles of association are qualified in their entirety by reference to our full memorandum of association and articles of association which are filed as an exhibit to the registration statement on Form F-4 of which this prospectus is a part. Many of the rights and restrictions affecting our shares are discussed in the "Comparison of Rights of Royal Dutch Shell Shareholders and Royal Dutch Shareholders" section of this document on page 107. See "Description of Class A American Depositary Receipts" section of this document on page 101 for more information about the rights of holders of our ADRs.

### General

Assuming full acceptance of the offer during the offer period, our authorised, issued and fully paid share capital upon completion of the Transaction will be as follows:

| | *Authorised (number)* | *Authorised (amount)* | *Issued (number)* | *Issued (amount)* |
|---|---|---|---|---|
| Class A Shares of €0.07 each | 4,139,640,000 | €289,774,800 | 4,139,040,000 | €289,732,800 |
| Class B Shares of €0.07 each | 2,759,360,000 | €193,155,200 | 2,759,360,000 | €193,155,200 |
| Sterling Deferred Shares of £1 each | 50,000 | £50,000 | 50,000 | £50,000 |
| Unclassified shares of €0.07 each | 3,101,600,000 | €217,112,000 | Nil | Nil |

The unclassified shares can be issued as Class A Shares or Class B Shares at the discretion of our board of directors. Any future issue of Class B Shares will only be made after prior consultation with the Dutch Revenue Service.

All Class A Shares and Class B Shares will be fully paid and free from all liens, equities, charges, encumbrances and other interest and not subject to calls of any kind. All Class A Shares and Class B Shares will rank equally for all dividends and distributions on our ordinary share capital declared, made or paid after the consummation of the Transaction. Applications have been made for Class A Shares and Class B Shares to be admitted to the Official List of the UK Listing Authority and to trading on the market for listed securities of the London Stock Exchange. Application has been made, subject to the offer being declared unconditional (*gestanddoening*), for Class A Shares and Class B Shares to be listed on Euronext Amsterdam.

Our current authorised share capital consists of (i) £50,000 divided into 20,000 ordinary shares of £1 each and 30,000 sterling deferred shares of £1 each and (ii) €700,000,000 divided into 4,139,040,000 euro deferred shares of €0.07 each, 600,000 Class A Shares, 2,759,360,000 Class B Shares and 3,101,000,000 unclassified shares of €0.07 each to be classified as Class A Shares or Class B Shares upon issue at the discretion of our directors. As of March 31, 2005, our issued share capital consisted of 20,000 ordinary shares of £1 each, 30,000 sterling deferred shares of £1 each and 4,148,800,000 euro deferred shares of €0.07 each. All ordinary shares, sterling deferred shares and euro deferred shares are fully paid and not subject to calls for additional payments of any kind.

### Shareholders Meetings

Under English law, we are required in each year to hold an annual general meeting of shareholders in addition to any other meeting of shareholders that may be held. Not more than 15 months may elapse between the date of one annual general meeting of shareholders and that of the next.

Our directors have the power to convene a general meeting of shareholders at any time. In addition, our directors must convene a meeting upon the request of shareholders holding not less than 10 percent of our paid-up capital carrying voting rights at general meetings of shareholders. A request for a general meeting of shareholders must state the objects of the meeting, and must be signed by the requesting shareholders and deposited at our registered office. If our directors fail to give notice of such meeting to shareholders with 21 days from receipt of

notice, the shareholders that requested the general meeting, or any of them representing more than one-half of the total voting rights of all shareholders that requested the meeting, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of 3 months. Any such meeting must be convened in the same manner, as readily as possible, as that in which meetings are to be convened by our directors.

We are required to provide a least 21 clear days' notice of any annual general meeting, any general meeting where a special resolution is to be voted upon, or to pass a resolution of which special notice under the Companies Act has been given. "Special resolutions" generally involve proposals to:

- change the name of a company;
- alter a company's capital structure;
- change or amend the rights of shareholders;
- permit a company to issue new shares for cash without applying shareholders' pre-emptive rights;
- amend a company's objects clause in its memorandum of association;
- amend a company's articles of association; and
- carry out other matters for which a company's articles of association or the Companies Act prescribe that a "special resolution" is required.

At least 14 clear days' notice is required for all other general meetings.

Our articles of association require that any notice of general meetings must be in writing and must specify where the meeting is to be held, the date and time of the meeting and the general nature of the business of the meeting. The listing rules of the UKLA require us to inform holders of our securities of the holding of meetings which they are entitled to attend.

A shareholder is entitled to appoint a proxy (which is not required to be another shareholder) to represent and vote on behalf of the shareholder at any general meeting of shareholders, including the annual general meeting.

Business may not be transacted at any general meeting, including the annual general meeting, unless a quorum is present. A quorum is two people who are entitled to vote at that general meeting. They can be shareholders who are personally present or proxies for shareholders entitled to vote at that general meeting or a combination of both.

If a quorum is not present within five minutes of the time fixed for a general meeting to start or within any longer period not exceeding one hour (as decided by the Chairman of the meeting), (i) if the meeting was called by shareholders it will be canceled and (ii) any other meeting will be adjourned to any day (being not less than three nor more than 28 days later), time and place stated in the notice of the meeting. If the notice does not provide for this, the meeting shall be adjourned to a day, time and place decided upon by the Chairman of the meeting. One shareholder present in person or by proxy and entitled to vote will constitute a quorum at any adjourned general meeting.

**Record dates**

In relation to shares in uncertificated form, the holders of those shares that are on the register of members on the record date will have the right to attend and vote at meetings. In relation to shares in certificated form, holders of those shares that are on the register of members at the time of a meeting of shareholders will be entitled to attend and vote at meetings.

**Voting rights**

The Class A Shares and Class B Shares will have identical voting rights and will vote together as a single class on all matters including the election of directors unless a matter affects the rights of one class as a separate class. If a resolution affects the rights attached to either class of shares as a separate class, it must be approved

either in writing by shareholders holding at least three-quarters of the issued shares of that class by amount, excluding any shares of that class held as treasury shares, or by an extraordinary resolution passed at a separate meeting of the registered holders of the relevant class of shares.

"Extraordinary resolutions" are confined to matters out of the ordinary course of business, such as a proposal to wind up the affairs of a company.

It is the intention that all voting at our general meetings will take place as on a poll. On a poll, every holder of Class A Shares or Class B Shares present in person or by proxy will have one vote for every share he holds.

This is subject to any rights or restrictions which are given to any class of shares. No shareholder is entitled to vote if he has been served with a restriction notice after failure to provide us with information concerning interests in his or her shares required to be provided under the Companies Act.

A "poll" is voting by means of a ballot where the number of shares held by each voting shareholder is counted, as opposed to voting by way of a show of hands where the actual number of shares held by voting shareholders is not taken into account.

**Dividends**

Under English law, dividends are payable on Class A Shares and Class B Shares only out of profits available for distribution, as determined in accordance with the Companies Act and under International Financial Reporting Standards.

Subject to the Companies Act, if our directors consider that our financial position justifies the declaration of a dividend, we can pay an interim dividend.

Our shareholders can declare dividends by passing an ordinary resolution. Dividends cannot exceed the amount recommended by our directors.

It is the intention that dividends will be declared and paid on a quarterly basis. Dividends are payable to persons registered as shareholders on the record date relating to the relevant dividend.

All dividends will be divided and paid in proportions based on the amounts paid upon our shares during any period for which that dividend is paid.

Any dividend payable in cash relating to a share can be paid by sending a cheque, warrant or similar financial instrument payable to the shareholder entitled to the dividend by post addressed to the shareholder's registered address or it can be made payable to someone else named in a written instruction from the shareholder and sent by post to the address specified in that instruction. A dividend can also be paid by inter-bank transfer or by other electronic means directly to an account with a bank or other financial institution named in a written instruction from the person entitled to receive the payment. Such bank or other financial institution must be in the United Kingdom other than in respect of our ordinary shares which are held within Euroclear Nederland and to which the Securities Giro Act (*Wet giraal effectenverkeer*) applies. Alternatively, a dividend can be paid in some other way requested in writing by a shareholder and agreed to by us. We will not be responsible for a payment which is lost or delayed.

Where any dividends or other amounts payable on a share have not been claimed, the directors can invest them or use them in any other way for our benefit until they are claimed. We will not be a trustee of the money and will not be liable to pay interest on it. If a dividend has not been claimed for 12 years after being declared or becoming due for payment, it will be forfeited and go back to us, unless the directors decide otherwise.

Our articles of association provide that if any amount is paid by the issuer of the dividend access share by way of dividend on the dividend access share and paid by the dividend access trustee to any holder of Class B Shares, the dividend that we would otherwise pay to such holder of Class B Shares will be reduced by an amount equal to the amount paid to such holder of Class B Shares by the dividend access trustee.

**Issuance of additional shares; other changes in share capital**

Our articles provide that, subject to applicable law, Royal Dutch Shell can issue shares with any rights or restrictions attached to them as long as this is not restricted by any rights attached to existing shares. These rights or restrictions can be decided either by an ordinary resolution passed by the shareholders or by the directors as long as there is no conflict with any resolution passed by the shareholders. Accordingly, without further shareholder approval but subject to the limitations described above, including pre-emption rights, the directors could issue one or more series of preferred shares and establish the rights, preferences, redemption terms and other provisions of those shares.(1)

Subject to the provisions of applicable law and the provisions of our articles of association, shareholders can increase our share capital by passing an ordinary resolution. This resolution will fix the amount of the increase and the amount of new shares.

Subject to applicable law and the provisions of our articles of association, shareholders can pass an ordinary resolution to do any of the following:

(i) consolidate, or consolidate and then divide, all or any of our share capital into shares of a larger amount than the existing shares;

(ii) divide some or all of our shares into shares of a smaller amount than the existing shares. The resolution can provide that holders of the divided shares will have different rights and restrictions if those rights or restrictions are of a kind which we can apply to new shares; and

(iii) cancel any shares which have not been taken, or agreed to be taken, by anyone at the date of the resolution and reduce the amount of our share capital by the amount of the canceled shares.

Subject to applicable law and the provisions of our articles, shareholders can pass a special resolution to reduce our share capital, any capital redemption reserve, any share premium account or any other undistributable reserve in any way.

We may, subject to applicable law and existing shareholder rights, and to any requirements imposed by any relevant listing authority in respect of securities admitted to listing, purchase our own shares including redeemable shares.

**Liquidation rights**

If we are wound up (whether the liquidation is voluntary, under supervision of the court or by the court), the liquidator can, with the authority of an extraordinary resolution passed by our shareholders and any other sanction required by legislation, divide among the shareholders (excluding any shareholder holding shares as treasury shares) the whole or any part of our assets. For this purpose, the liquidator can set the value that the liquidator considers fair upon any property and decide how such division is carried out as between shareholders or different groups of shareholders.

**Transfer of shares**

Unless our articles provide otherwise, a shareholder may transfer some or all of his shares in certificated form to another person. A transfer of certificated shares must be either in the usual standard form or in any other form approved by the directors. The share transfer form for certificated shares must be signed or made effective in some other way by or on behalf of the person making the transfer.

In the case of a transfer of a certificated share, where the share is not fully paid, the share transfer form must also be signed or made effective in some other way by or on behalf of the person to whom the share is being transferred.

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(1) However, any further issue of Class B Shares is subject to advance consultation with the Dutch Revenue Service.

Unless our articles provide otherwise, a shareholder may transfer some or all of his shares in uncertificated form through CREST (the computerised settlement system to facilitate the transfer of title to shares in uncertificated form operated by CRESTCo Limited). Provisions of our articles do not apply to any uncertificated shares to the extent that those provisions are inconsistent with the holding of shares in uncertificated form or with the transfer of shares through CREST.

The person making a transfer will continue to be treated as a shareholder until the name of the person to whom the share is being transferred is put on the register for that share.

Our directors may, without giving any reasons, refuse to register the transfer of any shares which are not fully paid. Our directors may also refuse to register the transfer of any shares in the following circumstances:

Certificated shares

(i) A share transfer form cannot be used to transfer more than one class of shares. Each class needs a separate form;

(ii) Transfers may not be in favour of more than four joint holders;

(iii) The share transfer form must be properly stamped or certified or otherwise shown to our directors to be exempt from stamp duty and must be accompanied by the relevant share certificate and such other evidence of the right to transfer as our directors may reasonably require.

Uncertificated shares

(i) Registration of a transfer of uncertificated shares can be refused in the circumstances set out in the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended from time to time;

(ii) Transfers may not be in favour of more than four joint holders.

Title to certificated shares will be evidenced by entry in the register of our members and title to uncertificated shares will be evidenced by entry in the operator register maintained by CRESTCo (which forms part of the register of our members).

No share certificates will be issued in respect of our shares in uncertificated form. Since our shares will initially all be in uncertificated form, neither share certificates nor any temporary documents of title will initially be issued in respect of them. If any of our shares are converted to be held in certificated form, share certificates will be issued in respect of those shares in accordance with applicable legislation.

Our directors may refuse to register a transfer of any certificated shares by a person with a 0.25 per cent. or greater holding of the existing capital (calculated excluding any shares held as Treasury shares) if such a person has received a restriction notice (as defined in our articles of association) after failure to provide us with information concerning interests in these shares required to be provided under the legislation unless our directors are satisfied that they have been sold outright to an independent third party.

**Manner of holding shares**

***Holdings through Euroclear Nederland***

We expect that the Admitted Institution or, if applicable, other bank or financial institution where a person who holds interests in our shares through Euroclear Nederland maintains a relevant securities account will send such person a statement detailing the interests in our shares such person holds through Euroclear Nederland. However, whether and, if so, how they do so, will depend on the individual arrangements between such Admitted Institution or other bank or financial institution and that person.

Euroclear Nederland has indicated that each person who holds interests in our shares through it will be able to exercise rights relating to those shares such that he will (subject to the individual arrangements between that

person and the Admitted Institution or other bank or financial institution where that person maintains a relevant securities account):

- be able to attend and speak at, all of our general meetings;
- be able to give directions as to voting at all of our general meetings; and
- be able to receive dividends via Euroclear Nederland and participate in capital events,

in each case, so far as is possible in accordance with the Securities Giro Act, other applicable law and the Euroclear Nederland rules and regulations issued pursuant to the Securities Giro Act and further subject to compliance by all concerned with any applicable policies and procedures.

***Holdings through the Corporate Nominee Service***

Each person who holds our shares through the Corporate Nominee Service will be sent a statement of entitlement within 14 days of the date the Transaction is consummated detailing the number of our shares that person holds through the Corporate Nominee.

In order to allow the persons who hold our shares through the Corporate Nominee Service to exercise rights relating to those shares, we have entered into an agreement with the Corporate Nominee requiring it to ensure that, from the date the Transaction is consummated, persons holding our shares through the Corporate Nominee Service will:

- receive notices of, and be able to attend and speak at, all of our general meetings;
- be able to give directions as to voting at all of our general meetings;
- have made available to them and be sent, on request, copies of our annual report and accounts and all the other documents issued to shareholders by us;
- be able to receive dividends via the Corporate Nominee Service;
- be able to participate in capital events in the same manner as registered holders of the same class of our shares; and
- be treated in the same manner as registered holders of the same class of our shares in respect of all other rights attaching to those shares,

in each case, so far as is possible in accordance with the Uncertificated Securities Regulations 2001 and other applicable law. In particular, residents in, or citizens of, jurisdictions outside the United Kingdom should be aware that they will not be able to participate in capital events as registered holders of our shares unless the Corporate Nominee is satisfied that such participation or treatment would not breach any applicable laws or regulations in those jurisdictions.

It is the responsibility of persons resident in, or citizens of jurisdiction outside the United Kingdom to inform themselves of, and to satisfy themselves as to the full observance of, the laws of the relevant jurisdiction in connection with any applicable legal requirements in respect of holding our shares through the Corporate Nominee Service, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities that are required to be observed. If, due to applicable legal requirements, it is not permissible or practical to hold our shares through the Corporate Nominee Service, persons resident in, or citizen of, that jurisdiction should request that they be sent a share certificate for the Royal Dutch Shell Shares to which they are entitled.

For so long as a person holds our shares through the Corporate Nominee Service, we will ensure that the Corporate Nominee sends each such person a statement of his holding of our shares at least once a year.

***Change in the manner of holding our shares***

After consummation of the Transaction, holders of our shares may, subject as set out below, change the manner in which they hold such shares so that they are held through Euroclear Nederland, through the Corporate

Nominee Service or directly as the registered holder. The ability to change the manner of holding our shares is subject to, in each case, compliance with any relevant regulatory requirements and, in respect of holdings through the Corporate Nominee Service, the agreement of the Corporate Nominee and acceptance by the holder of our shares of the terms and conditions of the Corporate Nominee Service.

Holders of our shares who wish to change the manner in which they hold such shares are urged to consult their own legal, tax and financial advisers with respect to the legal, tax and cost consequences of any such change.

**Repurchase of shares**

Subject to applicable law and our articles of association, we may purchase our own shares if (a) in the case of an open-market purchase, authority to make the market purchase has been given by an ordinary resolution of our shareholders or; (b) in the case of an off-market purchase, authority has been given by a special resolution. However, we intend to comply with the guidance of the Association of British Insurers that authority to repurchase shares should be given by special resolution. We can only repurchase our own shares out of distributable reserves or the proceeds of a new issuance of shares made for the purposes of funding the repurchase. Moreover, in light of the possible withholding tax consequences to repurchases of Class B shares, Royal Dutch Shell expects, whenever it has decided to repurchase shares, to buy back Class A Shares in preference to Class B Shares, unless and until exemption from or other mitigation of withholding tax on buy backs of Class B Shares is agreed with the Dutch Revenue Service. See “Material Tax Consequences — Dutch Tax Considerations — Withholding tax on dividend payments.”

On February 3, 2005, it was announced that, given the strong cash and debt position of the Royal Dutch/ Shell Group at the end of 2004, the Royal Dutch and Shell Transport share buy back programme would be relaunched with a projected return of surplus cash to shareholders for the year 2005 in the range of US$3 billion to US$5 billion, subject to continued high of oil prices. We intend to adopt the Royal Dutch and Shell Transport share buy back programme on this basis and have shareholder authority in place to make market purchases of up to 5% of all issued share capital (based on full acceptance of the offer). This authority will expire at our 2006 annual general meeting.

**Shareholders’ preemptive rights**

Subject to applicable law and our articles of association, any equity shares issued by us for cash must first be offered to existing shareholders in proportion to their existing holdings (the shareholders pre-emption rights). Both the Companies Act and the listing rules of the UKLA allow for the disapplication of the shareholders’ pre-emption rights. The pre-emption rights may be waived by a special resolution of the shareholders, either generally or specifically, for a maximum period not exceeding five years.

**Ability to pay commission on shares and to issue shares at a discount**

In connection with any share issued, we can use all the powers given by applicable law to pay commission or brokerage. Subject to the provisions of the Companies Act, we can pay the commissions in cash or by allotting shares or by a combination of both.

Subject to applicable law and our articles of association, we may also issue further shares of a class already issued at a discount to the market price. The listing rules of the UKLA limit the maximum discount under which shares may be issued in an open offer to 10 percent of the middle market price of those shares at the time of announcing the terms of the open offer. Furthermore, shares may not be allotted at less than their par value.

**Disputes between a shareholder or ADR holder and Royal Dutch Shell, any subsidiary, director or professional service provider**

All disputes between a shareholder in its capacity as such and us or any of our subsidiaries or any of our or our subsidiaries’ directors or former directors arising out of or in connection with our articles of association or otherwise and disputes between us or our subsidiaries and any of our or our subsidiaries’ directors or former directors, including all claims made by us or any of our subsidiaries or on our behalf or on behalf of any of our

subsidiaries against any such director, and disputes between a shareholder in its capacity as such and any of our professional service providers (which could include our auditors, legal counsel, bankers and ADR depositaries) that have agreed with us to be bound by the arbitration and exclusive jurisdiction provisions of our articles of association and between us and our professional service providers arising in connection with any such dispute between a shareholder and a professional service provider, shall be exclusively and finally resolved by arbitration in The Hague, The Netherlands under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). This would include all disputes arising under UK, Dutch or U.S. law (including securities laws), or under any other law, between parties covered by the arbitration provision.

The tribunal shall consist of three arbitrators to be appointed in accordance with the rules of the ICC. The chairman must have at least 20 years experience as a lawyer qualified to practice in a common law jurisdiction which is within the Commonwealth and each other arbitrator must have at least 20 years experience as a qualified lawyer.

If a court or other competent authority in any jurisdiction determines that the arbitration requirement described above is invalid or unenforceable in any particular dispute in that jurisdiction, that dispute may only be brought in the courts of England and Wales.

The governing law of our articles of association is the substantive law of England.

We also plan to incorporate arbitration clauses into all indemnities granted by us to our directors and into all service contracts between directors and our subsidiaries. We have incorporated an arbitration clause into the deposit agreements relating to the Class A ADRs and Class B ADRs which applies as between us and holders of the Class A ADRs and Class B ADRs (but not the depositories).

Disputes relating to our failure or alleged failure to pay all or part of a dividend which has been declared and which has fallen due for payment will not be the subject of the arbitration and exclusive jurisdiction provisions of our articles of association.

We believe that the arbitration provision contained in our articles of association provides a predictable framework in which Royal Dutch Shell can run its affairs and assess risk, which is in the interest of Royal Dutch Shell and its shareholders as a whole. We also believe that the arbitration provision can provide the benefits of swiftness and economy, when compared with litigation as a dispute resolution mechanism. As a company based in Europe, most of whose shareholders are expected to be located in Europe, we consider it appropriate that the proceedings for resolving disputes among Royal Dutch Shell, its subsidiaries, its directors, its professional service providers (to the extent they have agreed to do so), and its shareholders and ADR holders, in their capacities as such, should be settled in Europe.

**History of our share capital**

Our current authorised share capital consists of (i) £50,000 divided into 20,000 ordinary shares of £1 each and 30,000 sterling deferred shares of £1 each and (ii) €700,000,000 divided into 4,139,040,000 euro deferred shares of €0.07 each, 600,000 Class A Shares, 2,759,360,000 Class B Shares and 3,101,000,000 unclassified shares of €0.07 each to be classified as Class A Shares or Class B Shares upon issue at the discretion of our directors. As of March 31, 2005, our issued share capital consisted of 20,000 ordinary shares of £1 each, 30,000 sterling deferred shares of £1 each and 4,414,800,000 euro deferred shares of €0.07 each. All ordinary shares, sterling deferred shares and euro deferred shares are fully paid and not subject to calls for additional payments of any kind. As of the date of this prospectus, Shell RDS Holding B.V., a company owned equally by Royal Dutch and Shell Transport, beneficially owned 100% of our share capital.

We were incorporated with an authorised share capital of £1000, divided into 1000 ordinary shares of £1 each, one of which was issued to Instant Companies Limited.

The following alterations to our authorised and issued share capital have taken place since our incorporation:

(i) On March 21, 2002, 300 ordinary shares were allotted and issued;

(ii) On February 25, 2003, the authorised share capital was increased to £20,000 by the creation of 19,000 ordinary shares of £1 each ranking pari passu for all purposes with the existing ordinary shares. The directors were authorised to allot these shares pursuant to section 80 of the Companies Act;

(iii) Subsequently on that date, 13,000 ordinary shares were allotted and issued, fully paid up in cash at par;

(iv) On October 21, 2004, the authorised share capital was increased to £50,000 and €315,000,000 by the creation of:

(a) 30,000 sterling deferred shares of £1 each; and

(b) 4,500,000,000 euro deferred shares of €0.07 each.

The directors were authorised to allot these shares pursuant to section 80 of the Companies Act; and

(v) Subsequently on that date, 4,148,800,000 euro deferred shares, 30,000 sterling deferred shares and 6,699 sterling ordinary shares were allotted and issued, fully paid up in cash at par.

(vi) On April 27, 2005 the Royal Dutch Shell directors resolved, with immediate effect, to redeem 9,760,000 Euro Deferred Shares for €0.01 in total, in accordance with the rights attaching to those shares due to there being more euro deferred shares on issue than were necessary to meet a full acceptance of the offer.

(vii) On May 12, 2005, our authorised share capital was increased to £50,000 and €700,000,000 by the creation of:

- 600,000 Class A Shares of €0.07 each;
- 2,759,360,000 Class B Shares of €0.07 each; and
- 2,740,040,000 unclassified shares of €0.07 each (to be classified as Class A Shares or Class B Shares upon allotment at the discretion of our directors[(1)]);

and our directors were authorised to allot relevant securities (as defined in the Companies Act) up to an aggregate nominal amount of €193,155,200 in connection with the Scheme of Arrangement;

(viii) on May 12, 2005, the 360,960,000 unissued euro deferred shares were re-classified as unclassified shares (to be classified as Class A Shares or Class B Shares upon allotment at the discretion of our directors);

(ix) on May 13, 2005, our directors resolved to allot, conditional upon the Scheme becoming effective, Class B Shares up to an aggregate nominal value of €193,155,200 to Relevant Holders (as that term is defined in the Scheme) in accordance with the terms of the Scheme;

(x) on May 13, 2005, a special resolution was passed conditional on the offer becoming unconditional (*gestand wordt gedaan*) in all respects:

(A) re-classifying as Class A Shares, immediately upon the offer being declared unconditional (*gestand wordt gedaan*) in all respects, such number of issued euro deferred shares as is equal to the number of Royal Dutch Shares validly tendered in the offer acceptance period multiplied by two;

(B) re-classifying as Class A Shares, on each occasion that Royal Dutch Shares are validly tendered to the offer in the subsequent acceptance period (if any), such number of issued euro deferred shares as is equal to that number of Royal Dutch Shares so tendered multiplied by two; and

(C) re-classifying as Class A Shares, on each occasion that Royal Dutch Shares are offered to Royal Dutch Shell for exchange into Class A Shares after the later of the expiry of the offer acceptance period and the expiry of the subsequent acceptance period (if any) but at the absolute discretion of the Royal Dutch Shell directors (and subject to applicable law), such number of issued euro deferred shares as is equal to that number of Royal Dutch Shares so offered multiplied by two; and

(xi) on May 13, 2005, a special resolution was passed, conditional upon the Scheme becoming effective, reclassifying our sterling ordinary shares as sterling deferred shares.

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*(1) However, any future issue of Class B Shares will only be made after prior consultation with the Dutch Revenue Service.*

**Objects**

Our memorandum of association provides that our primary object is to carry on the business of a holding company.

**Headquarters**

We will, as required by our articles of association, have a single corporate headquarters in The Netherlands. The meaning of "headquarters" under our articles of association is established by our board of directors and can only be amended by a resolution of our board of directors in respect of which two-thirds of those Royal Dutch Shell directors who are present and voting vote in favour.

Our board of directors has resolved that "headquarters" shall mean the place of our effective management where:

- substantially all members of our executive committee will have their main offices and carry out their managerial activities;
- a majority of the heads of the key functions will have their main office and carry out a substantial majority of their activities;
- a corporate secretariat will be located, which will provide all secretarial services to our executive committee, to our board of directors and to the committees of our board of directors;
- in principle, all meetings of our board of directors, our executive committee and the committees of our board of directors will be held; and
- the majority of the main business units will have their effective place of management.

A substantial presence will also be maintained in the UK where the global downstream (Oil Products and Chemicals) businesses and trading operations will continue to be based. Certain corporate functions will also continue to be based in London, including Treasury and Investor Relations. The new Royal Dutch Shell group will continue to have substantial operating activities and investments located in both The Netherlands and the UK in upstream and downstream businesses.

## DESCRIPTION OF CLASS A AMERICAN DEPOSITARY RECEIPTS

### American Depositary Receipts

JPMorgan Chase Bank N.A., as depositary, will execute and deliver the Class A ADRs. Each Class A ADR is a certificate evidencing a specific number of ADSs. Each ADS will represent two shares (or a right to receive two shares) deposited with the custodian of JPMorgan Chase Bank, N.A. Each ADS will also represent any other securities, cash or other property which may be held by the depositary. The depositary's office at which the Class A ADRs will be administered is located at 4 New York Plaza, New York, New York 10004.

You may hold Class A ADSs either directly (by having a Class A ADR registered in your name) or indirectly through your broker or other financial institution. If you hold Class A ADSs directly, you are a Class A ADR holder. This description assumes you hold your Class A ADSs directly. If you hold the Class A ADSs indirectly, you must rely on the procedures of your broker or other financial institution to assert the rights of Class A ADR holders described in this section. You should consult with your broker or financial institution to find out what those procedures are.

As a Class A ADR holder, we will not treat you as one of our shareholders and you will not have shareholder rights. English law generally governs shareholder rights. The depositary or its nominee will be the holder of the Class A Shares underlying your Class A ADSs. As a holder of Class A ADRs, you will have Class A ADR holder rights. A deposit agreement among us, the depositary and you, as a Class A ADR holder, and the beneficial owners of Class A ADRs sets out Class A ADR holder rights as well as the rights and obligations of the depositary. New York law governs the deposit agreement and the Class A ADRs except that the arbitration and exclusive jurisdiction provisions are governed by English law.

The following is a summary of the material provisions of the deposit agreement. For more complete information, you should read the entire deposit agreement and the form of ADR which are attached hereto as Exhibit 4.1 and 4.2, respectively. See "Material Tax Consequences — Material U.S. Federal Income Tax Consequences of the Offer — Ownership and Disposition of our Ordinary Shares or ADRs" for a description of the material tax consequences to U.S. holders of holding our Class A ADRs.

### Dividends and Other Distributions

***How will you receive dividends and other distributions on the shares?***

The depositary has agreed to pay to you the cash dividends or other distributions it or the custodian receives on shares or other deposited securities, after deducting its fees and expenses. You will receive these distributions in proportion to the number of shares your Class A ADSs represent.

- ***Cash.*** While the Depositary may receive cash dividends and other distributions from us in U.S. dollars (in which case no conversion will be required) to the extent the depositary receives a cash dividend or other cash distribution in a currency other than U.S. dollars, the depositary will convert such dividend or other distribution we pay on the shares into U.S. dollars, if it can do so on a reasonable basis and can transfer the U.S. dollars to the United States. If that is not possible or if any government approval is needed and cannot be obtained, the deposit agreement allows the depositary to distribute the foreign currency only to those Class A ADR holders to whom it is possible to do so. It will hold the foreign currency it cannot distribute for the account of the Class A ADR holders who have not been paid. It will not invest the foreign currency and it will not be liable for any interest.

  Before making a distribution, the depositary will deduct any withholding taxes that must be paid. It will distribute only whole U.S. dollars and cents and will round down fractional cents to the nearest whole cent. *If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, you may lose some or all of the value of the distribution.*

- ***Shares.*** The depositary may distribute additional Class A ADSs representing any shares we distribute as a dividend or free distribution. The depositary will only distribute whole Class A ADSs. It will use its reasonable efforts to sell shares which would require it to deliver a fractional Class A ADS and distribute

the net proceeds in the same way as it does with cash. If the depositary does not distribute additional Class A ADRs, the outstanding Class A ADSs will also represent the new shares.

- ***Rights to purchase additional shares.*** If we offer holders of our securities any rights to subscribe for additional shares or any other rights, the depositary may make these rights available to you. If the depositary decides, after consultation with us, it is not legal or feasible to make the rights available but that it is practical to sell the rights, the depositary may sell the rights and distribute the proceeds in the same way as it does with cash. The depositary will allow rights that are not distributed or sold to lapse. *In that case, you will receive no value for them.*

  If the depositary makes rights available to you, and you elect to exercise such rights, it will exercise the rights and purchase the shares on your behalf. The depositary will then deposit the shares and deliver Class A ADSs to you. It will only exercise rights if you pay it the exercise price and any other charges the rights require you to pay.

  U.S. securities laws may restrict transfers and cancellation of the Class A ADSs represented by shares purchased upon exercise of rights. For example, you may not be able to trade these Class A ADSs freely in the United States. In this case, the depositary may deliver restricted depositary shares that have the same terms as the Class A ADSs described in this section except for changes needed to put the necessary restrictions in place.

- ***Other Distributions.*** The depositary will send to you anything else we distribute on deposited securities by any means it thinks is equitable and practical. If it cannot make the distribution in that way, the depositary has a choice, after consulting with us to the extent practical. It may decide to sell what we distributed and distribute the net proceeds, in the same way as it does with cash. However, the depositary is not required to distribute any securities (other than Class A ADSs) to you unless it receives satisfactory assurance from us that it is legal to make that distribution.

The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any Class A ADR holders. We have no obligation to register ADSs, shares, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of Class A ADRs, shares, rights or anything else to Class A ADR holders. *This means that you may not receive the distributions we make on our shares or any value for them if it is deemed illegal or impractical for us to make them available to you*.

**Deposit and Withdrawal**

***How are ADSs issued?***

The depositary will deliver Class A ADSs if you or your broker deposits shares or evidence of rights to receive shares with the custodian. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will register the appropriate number of Class A ADSs in the names you request and will deliver the Class A ADRs at its office to the persons you request.

***How do ADS holders cancel an ADR and obtain shares?***

You may surrender your Class A ADRs at the depositary's office. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will deliver (i) to the extent applicable, the shares, (ii) shares to an account designated by such Owner with the Euroclear Nederland or an Admitted Institution and (iii) any other deposited securities underlying the Class A ADR to you or a person you designate at the office of the custodian. Or, in the case of certificated shares at your request, risk and expense, the depositary will deliver the deposited securities at its office, if feasible.

**Voting Rights**

***How do you vote?***

In the deposit agreement, upon the written request of a registered holder of Class A ADSs, the depositary will endeavor to cause the appointment of such holder as proxy with power to vote the number of shares its Class A ADSs represent. This means that, subject to the procedures described below, if you are a registered holder of Class A ADSs, you will have a right to attend and vote directly at shareholders' meetings. You also have a right to appoint the depositary your substitute and instruct it how to vote the number of shares your Class A ADSs represent. The depositary will notify you of shareholders' meetings and arrange to deliver our voting materials to you if we ask it to. Those materials will describe the matters to be voted on and explain how you may vote directly or instruct the depositary how to vote. For instructions to be valid, they must reach the depositary by a date set by the depositary. In order for you to vote, the Depositary must receive your request to be a proxy prior to the date specified for each meeting.

The depositary will try, as far as practical, subject to English law and the provisions of our articles of association, to vote the number of shares or other deposited securities represented by your Class A ADSs as you instruct. The depositary will only vote or attempt to vote as you instruct.

We cannot ensure that you will receive voting materials or otherwise learn of an upcoming shareholders' meeting in time to ensure that you can instruct the depositary to vote your shares.

The depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. This means that you may not be able to vote and there may be nothing you can do if your shares are not voted as you requested.

**Fees and Expenses**

| ***Persons depositing shares or ADR holders must pay:*** | ***For:*** |
|---|---|
| $5.00 (or less) per 100 Class A ADSs (or portion of 100 Class A ADSs) | • Issuance of Class A ADSs, including issuances resulting from a distribution of shares or rights or other property<br>• Cancellation of Class A ADSs for the purpose of withdrawal, including if the deposit agreement terminates |
| A fee equivalent to the fee that would be payable if securities distributed to you had been shares and the shares had been deposited for issuance of Class A ADSs | • Distribution of securities distributed to holders of deposited securities which are distributed by the depositary to Class A ADR holders |
| Registration or transfer fees | • Transfer and registration of shares on our share register to or from the name of the depositary or its agent when you deposit or withdraw shares |
| Expenses of the depositary in converting foreign currency to U.S. dollars | |
| Expenses of the depositary | • Cable, telex and facsimile transmissions (when expressly provided in the deposit agreement) |
| Taxes and other governmental charges payable on any Class A ADR or share underlying a Class A ADR, for example, stock transfer taxes, stamp duty or withholding taxes | |

**Payment of Taxes**

The depositary may deduct the amount of any taxes owed from any payments to you. It may also sell deposited securities, by public or private sale, to pay any taxes owed. You will remain liable if the proceeds of the sale are not enough to pay the taxes. If the depositary sells deposited securities, it will, if appropriate, reduce the

number of Class A ADSs to reflect the sale and pay to you any proceeds, or send to you any property, remaining after it has paid the taxes.

**Reclassifications, Recapitalizations and Mergers**

| *If we:* | *Then:* |
|---|---|
| • Change the nominal or par value of our shares<br><br>• Reclassify, split up or consolidate any of the deposited securities<br><br>• Distribute securities on the shares that are not distributed to you<br><br>• Recapitalize, reorganize, merge, liquidate, sell all or substantially all of our assets, or take any similar action | The cash, shares or other securities received for the account of the depositary will become deposited securities. Each Class A ADS will automatically represent its equal share of the new deposited securities.<br><br>The depositary may distribute some or all of the securities it received. It may also deliver new Class A ADRs or ask you to surrender your outstanding Class A ADRs in exchange for new Class A ADRs identifying the new deposited securities. |

**Amendment and Termination**

***How may the deposit agreement be amended?***

We may agree with the depositary to amend the deposit agreement and the Class A ADRs without your consent for any reason. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or similar items, or prejudices a substantial right of Class A ADR holders, it will not become effective for outstanding Class A ADRs until 30 days after the depositary notifies Class A ADR holders of the amendment. *At the time an amendment becomes effective, you are considered, by continuing to hold your Class A ADR, to agree to the amendment and to be bound by the Class A ADRs and the deposit agreement as amended.*

***How may the deposit agreement be terminated?***

The depositary will terminate the deposit agreement if we ask it to do so. The depositary may also terminate the deposit agreement if the depositary has told us that it would like to resign and we have not appointed a new depositary bank within 60 days. In either case, the depositary must notify you at least 30 days before termination.

After termination, the depositary and its agents will do the following under the deposit agreement but nothing else: (1) advise you that the deposit agreement is terminated, (2) collect distributions on the deposited securities (3) sell rights and other property, and (4) deliver shares and other deposited securities upon surrender of Class A ADRs. Six months or more after termination, the depositary may sell any remaining deposited securities by public or private sale. After that, the depositary will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement for the *pro rata* benefit of the Class A ADR holders that have not surrendered their Class A ADRs. It will invest the money in direct obligations of the federal government of the United States and has no liability for interest. The depositary's only obligations will be to account for the money and other cash. After termination our only obligations will be to indemnify the depositary and to pay fees and expenses of the depositary that we agreed to pay.

***Limitations on Obligations and Liability***

***Limits on our Obligations and the Obligations of the Depositary; Limits on Liability to Holders of Class A ADRs***

The deposit agreement expressly limits our obligations and the obligations of the depositary. It also limits our liability and the liability of the depositary. We and the depositary:

- are only obligated to take the actions specifically set forth in the deposit agreement without negligence or bad faith;

- are not liable if either of us is prevented or delayed by law or circumstances beyond our control from performing our obligations under the deposit agreement;
- are not liable if either of us exercises discretion permitted under the deposit agreement;
- have no obligation to become involved in a lawsuit or other proceeding related to the Class A ADRs or the deposit agreement on your behalf or on behalf of any other person;
- may rely upon any documents we believe in good faith to be genuine and to have been signed or presented by the proper party;
- are not liable for the Depositary's or any of its agents' reliance upon the authority of any information in, or for the Depositary's or any of its agents' compliance with directions from, any DTC participants in connection with the Direct Registration System.

By holding an ADR or an interest therein you will be agreeing that the depositary and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation laws, rules, regulations, administrative or judicial process, banking, securities or other regulators.

Neither we nor the depositary nor any of our or their respective agents shall be liable to registered or other holders of Class A ADSs or any other third party or parties for any indirect, special, punitive or consequential damages.

In the deposit agreement, we agree to indemnify the depositary for acting as depositary, except for losses caused by the depositary's own negligence or bad faith, and the depositary agrees to indemnify us for losses resulting from its negligence or bad faith and in connection with pre-released Class A ADRs.

**Requirements for Depositary Actions**

Before the depositary will deliver or register a transfer of a Class A ADR, make a distribution on a Class A ADR, or permit withdrawal of shares or other property, the depositary may require:

- payment of stock transfer or other taxes or other governmental charges and transfer or registration fees charged by third parties for the transfer of any shares or other deposited securities;
- satisfactory proof of the identity and genuineness of any signature or other information it deems necessary; and
- compliance with regulations it may establish, from time to time, consistent with the deposit agreement, including presentation of transfer documents.

The depositary may refuse to deliver Class A ADRs or register transfers of Class A ADRs generally when the transfer books of the depositary or our transfer books are closed or at any time if the depositary or we think it advisable to do so.

**Your Right to Receive the Shares Underlying your Class A ADRs**

You have the right to cancel your Class A ADRs and withdraw the underlying shares or have shares credited to an account with Euroclear Nederland or an Admitted Institution at any time except:

- When temporary delays arise because: (i) the depositary has closed its transfer books or we have closed our transfer books; (ii) the transfer of shares is blocked to permit voting at a shareholders' meeting; or (iii) we are paying a dividend on our shares.
- When you or other ADR holders seeking to withdraw shares owe money to pay fees, taxes and similar charges.
- When it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to Class A ADRs or to the withdrawal of shares or other deposited securities.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

**Pre-release of Class A ADRs**

The deposit agreement permits the depositary to deliver Class A ADRs before deposit of the underlying shares. This is called a pre-release of the Class A ADR. Subject to the terms and conditions of the deposit agreement, the pre-release of ADRs may occur only if (i) pre-released ADRs are fully collateralized (marked to market daily) with cash or U.S. government securities in an amount equal to not less than 100% of the market value of the pre-released ADRs held by the depositary for the benefit of owners of the applicable Class A Shares (but such collateral shall not constitute deposited securities), (ii) each recipient of pre-released ADRs agrees in writing with the depositary that such recipient (a) owns such Class A Shares, (b) assigns all beneficial right, title and interest therein to the depositary, (c) holds such Shares for the account of the depositary and (d) will deliver such Class A Shares to the custodian as soon as practicable and promptly upon demand therefore and (iii) all pre-released ADRs evidence not more than 20% of all ADRs (excluding those evidenced by pre-released ADRs) or such other percentage as we and the depositary may from time to time agree in writing, of the total number of Shares represented by ADRs except to the extent, if any, that such limitation is exceeded solely because of the withdrawal of ADSs subsequent to the execution and delivery of pre-released ADRs in compliance with such limitation.

**Securities Held by the Depositary**

The depositary holds the deposited securities through its custodian, which holds the securities through an Admitted Institution in Euroclear Nederland. The depositary's rights in the deposited securities, and the rights of the Class A ADR holders described above, are therefore subject to the arrangements among such parties. While we and the depositary have no reason to expect the custodian, Admitted Institution or Euroclear Nederland to delay or impede any of the depositary's or our actions or instructions with respect to the deposited securities, the foregoing description of the rights of Class A ADR holders is subject to the prompt compliance with and execution of such actions and instructions by such parties.

**Arbitration**

Under the deposit agreement, each holder of Class A ADSs is bound by the arbitration and exclusive jurisdiction provisions of our articles of association as if the applicable ADS holder was our shareholder. For a description of the arbitration and exclusive jurisdiction provisions of our articles of association see "Description of Share Capital of Royal Dutch Shell — Disputes between a shareholder or ADR holder and Royal Dutch Shell, any subsidiary, director or professional service provider" and "Comparison of Rights of Royal Dutch Shell Shareholders and Royal Dutch Shareholders — Resolution of Disputes".

## COMPARISON OF RIGHTS OF ROYAL DUTCH SHELL SHAREHOLDERS AND ROYAL DUTCH SHAREHOLDERS

Your rights as a holder of our ordinary shares are governed by the Companies Act, our memorandum of association, our articles of association, the Listing Rules of the UKLA as amended from time to time (the "Listing Rules") and the City Code on Takeovers and Mergers (the "City Code") as well as certain other English legislation. The rights and duties of holders of Royal Dutch ordinary shares are governed by Book 2 of the Dutch Civil Code, the Royal Dutch articles of association, the applicable listing rules, the Dutch Corporate Governance Code as well as certain other Dutch rules and legislation. In addition, as our shares are listed on Euronext Amsterdam, your rights as a holder of our ordinary shares are also governed by the Euronext Amsterdam listing rules. The following is a summary of the material differences between, as well as, a comparison of the rights of holders of Royal Dutch ordinary shares as currently existing and those of our shareholders arising from differences between the laws of England and Wales and Dutch law and between the Royal Dutch articles of association and our articles of association. The agenda for the Royal Dutch Annual General Meeting in 2005 (as summarized insofar as is relevant to the Transaction on page 10) includes a proposal to amend the articles of association in which certain provisions are going to be amended.

This is a summary only and therefore does not contain all the information that may be important to you. For more complete information, you should read our articles of association, which are filed with the SEC as an exhibit to our registration statement on Form F-4 of which this prospectus is a part. Royal Dutch's articles of association are filed as an exhibit to Royal Dutch's Annual Report on Form 20-F for the year ended December 31, 2002, as amended. To learn where you may obtain these documents, see "Where You Can Find More Information" on page 132.

The rights of holders of Royal Dutch ordinary shares who do not accept the offer may change subsequent to the completion of the offer and, in such case, the provisions described below will not apply to their Royal Dutch ordinary shares.

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
|---|---|
| ***Management and Supervision*** | |
| General | |
| Under English law, we are required to have a single-tier board of directors. Our board is headed by a non-executive Chairman and has a majority of independent non-executive directors. Our board initially comprises ten non-executive directors (including the Chairman) and five executive directors. The directors can delegate any of their powers or discretions to an individual director or committees of one or more persons. All committees must comply with any regulations laid down by the directors. | Royal Dutch is managed by the Royal Dutch board of management, consisting of (executive) managing directors, under the supervision of the Royal Dutch supervisory board consisting of (non-executive) supervisory directors. The Royal Dutch board of management consists of three members. The Royal Dutch supervisory board consists of seven members (including the Chairman).<br><br>The Royal Dutch supervisory board is a separate body from the Royal Dutch board of management. The Royal Dutch supervisory board is responsible for supervising the policies of the Royal Dutch board of management and the general course of business of Royal Dutch and further advises the Royal Dutch board of management. In addition, after having been presented the annual accounts by the Royal Dutch board of management, the Royal Dutch supervisory board submits these annual accounts for adoption to the general meeting of shareholders. In performing these duties, the members of the Royal Dutch supervisory board are guided by the interests of Royal Dutch and its enterprise. |
| Board of Directors | Supervisory Board |
| *Size* | |
| Under our articles of association, we must have a minimum of three directors and a maximum of 20 directors (disregarding alternate directors (described in greater detail below). However, these restrictions can be amended by resolution of our board of directors. | Pursuant to Royal Dutch's articles of association, the meeting of Royal Dutch priority shareholders determines the number of members of the Royal Dutch supervisory board, provided there are no fewer than five. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
|---|---|
| *Appointment and Election of Members/Supervisory Directors* | |
| Our shareholders may, by passing an ordinary resolution, elect any eligible willing person to be a director, either as an additional director or to fill a vacancy.<br><br>Subject to our articles of association, our directors can appoint any willing person to be a director, either as an additional director or as a replacement for another director. Any director appointed by our directors must retire from office at the first annual general meeting after his or her appointment and is then eligible for election.<br><br>Any director can appoint any person (including another director) to act in his place (called an "alternate director"). That appointment requires the approval of the directors, unless previously approved by the directors or unless the appointee is another director. | The members of the Royal Dutch supervisory board are appointed by the general meeting of Royal Dutch shareholders.<br><br>The meeting of Royal Dutch priority shareholders has the right to nominate the candidates for election as members of the Royal Dutch supervisory board. To the extent approved by the meeting of Royal Dutch priority shareholders, a nomination can also be made by one or more holders of Royal Dutch ordinary shares representing in the aggregate at least 1% of Royal Dutch's issued share capital. Each nomination is required to contain the names of at least two qualified persons. If no nomination is made by the meeting of Royal Dutch priority shareholders, the general meeting of shareholders will be permitted to appoint any qualified person as a member of the Royal Dutch supervisory board. |
| *Retirement* | |
| Our articles of association provide that at every annual general meeting any director who was in office at the time of the two previous annual general meetings and who did not retire at either of them must retire. Additional provisions in respect of retirement apply to our 2006 and 2007 annual general meetings. At the general meeting at which a director retires, shareholders can pass an ordinary resolution to re-elect the director or to elect another eligible person in his or her place.<br><br>A director who would not otherwise be required to retire must also retire if he is aged 70 or more at the date of the meeting or if he has been in office, other than as a director holding an executive position, for a continuous period of nine years or more at the date of the meeting. Any such director will be eligible to stand for re-election. | Each year, on a day fixed by the Royal Dutch supervisory board, one of the members of the Royal Dutch supervisory board retires by rotation but is eligible for reappointment. The order of rotation is determined by the Royal Dutch supervisory board. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
|---|---|
| *Removal of Members/Supervisory Directors* | |
| Under the Companies Act, our shareholders may remove any director without cause by ordinary resolution, irrespective of any provision of our articles of association or any service contract a director may have with us, provided that we are given 28 clear days' notice of the resolution. In these circumstances, we may be required by a service contract to pay compensation to the removed director.<br><br>In addition to any power to remove directors conferred by legislation, the company can pass a special resolution to remove a director from office even though his time in office has not ended. | The general meeting of shareholders is authorized to remove, with or without clause, members of the Royal Dutch supervisory board. Royal Dutch may be required by a service contract to pay compensation to the removed director. |
| *Committees* | |
| The directors can delegate any of their powers or discretions to committees of one or more persons. Unless the directors decide not to allow this, any committee can sub-delegate any of its powers or discretions to sub- committees.<br><br>Our directors have delegated powers to the Executive Committee, Audit Committee, Nomination and Succession Committee, Remuneration Committee and Social Responsibility Committee. | The Royal Dutch supervisory board and Royal Dutch board of management can create committees.<br><br>The Royal Dutch supervisory board and the Shell Transport directors have established three joint committees: the Audit Committee, the Remuneration and Succession Review Committee and the Social Responsibility Committee. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
|---|---|
| Executive Committee | Board of Management |
| We have an executive committee which comprises the Chief Executive, the Chief Financial Officer and the other Executive Directors. The executive committee is responsible for our overall business and affairs and has the final authority in all matters of management that are not within the duties and authorities of our board of directors or our shareholders' meeting. The executive committee implements all resolutions of our Board of Directors and supervises the management of our businesses. | The Royal Dutch board of management consists of at least two managing directors, under the supervision of the Royal Dutch supervisory board. In performing their duties, the members of the Royal Dutch board of management shall be guided by the interests of Royal Dutch and its enterprise.<br><br>Pursuant to Royal Dutch's articles of association, the meeting of Royal Dutch priority shareholders determines the number of managing directors, provided there are no fewer than two. The Royal Dutch supervisory board shall appoint one of the managing directors as Chairman. Such Chairman is referred to as President.<br><br>The managing directors are appointed by the general meeting of shareholders. The meeting of Royal Dutch priority shareholders has the right to nominate the managing directors. To the extent approved by the meeting of Royal Dutch priority shareholders, a nomination can also be made by one or more holders of ordinary shares representing in the aggregate at least 1% of the issued share capital. Each nomination is required to contain the names of at least two qualified persons. If no nomination is made by the meeting of Royal Dutch priority shareholders, the general meeting of shareholders will be permitted to appoint any qualified person as a member of the Royal Dutch board of management.<br><br>Members of the Royal Dutch board of management can be dismissed by the general meeting of shareholders. Royal Dutch may be required by a service contract to pay compensation to the removed director. The Royal Dutch supervisory board may, at any time, suspend one or more of the managing directors if it is of the opinion that there is mismanagement. If the Royal Dutch supervisory board avails itself of this right, a general meeting of shareholders must be held within two months to decide whether or not the suspended managing director is to be dismissed and the date of such dismissal. If no decision is made by the general meeting of shareholders within this period, the suspension of a managing director shall automatically lapse.<br><br>Certain decisions by the Royal Dutch board of management, i.e. appointment of certain officers and the granting of certain security interests, are subject to the authorization or approval of the Royal Dutch supervisory board. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
|---|---|
| Representation | |
| The directors manage our business. They have delegated some responsibilities to the executive committee and others to the non-executive committees referred to above. The directors can exercise all of our powers, except where our memorandum of association, the articles of association or applicable law limit the use of powers to the shareholders voting to do so at a general meeting, for example to increase the total fees payable to all of the directors. The directors can give a director any of the powers which they have jointly as directors (with the power to sub-delegate). These powers can be given on terms and conditions decided on by the directors either in parallel with, or in place of, the powers of the directors acting jointly.<br><br>The directors can appoint anyone as our attorney by granting a power of attorney. Attorneys can either be appointed directly by the directors or the directors can give someone else the power to select attorneys. The directors or the persons who are authorized by them to select attorneys can decide on the purposes, powers, authorities and discretions of attorneys. However, they cannot give an attorney any power, authority or discretion which the directors do not have under our articles of association. | Pursuant to Royal Dutch's articles of association, Royal Dutch is represented by any two of the following, acting jointly: a managing director, assistant managing director or general attorney. Representatives and attorneys-in-fact are entitled to act on behalf of Royal Dutch, provided they have been so authorised by Royal Dutch board of management. |
| ***Directors' Liability*** | |
| Under English law, each of our directors has a fiduciary duty to act in our best interest. This duty includes an obligation not to create an actual or potential conflict between the director's duty to us and duties to any other person or his personal interests as well as an obligation to exercise his or her powers only in accordance with our memorandum of association and articles of association and any applicable legislation.<br><br>In addition, each of our directors is obligated under English law to exercise reasonable care and skill. | Under Dutch law, members of the Royal Dutch board of management and the Royal Dutch supervisory board have a duty vis-à-vis Royal Dutch to properly fulfill their tasks as a managing or supervisory director. The scope of this duty is determined on a case-by-case basis.<br><br>Under Dutch law, members of the Royal Dutch board of management and members of the Royal Dutch supervisory board are jointly and severally liable to Royal Dutch for failure to fulfill their duties properly. Members of either board may, in the event of Royal Dutch's bankruptcy, be liable towards the trustee in bankruptcy for improper fulfillment of their duties. In certain circumstances, tort liability of members of the Royal Dutch board of management and members of the Royal Dutch supervisory board towards holders of Royal Dutch Ordinary Shares or third parties such as contractors, may arise. Generally, members of the Royal Dutch board of management and members of the Royal Dutch supervisory board cannot be held liable by holders of Royal Dutch ordinary shares for damage sustained by Royal Dutch. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
|---|---|
| ***Limitation on Liability and Indemnification*** | |
| Our articles of association provide that, as far as legislation allows, we can indemnify any director of the company, of an associated company or of any affiliate against any liability and that we can purchase and maintain insurance against any liability for any director of the company, of any associated company or of any affiliate.<br><br>English law provides that a company may indemnify a director against any liability except for: (i) any indemnity against any liability incurred by the director to the company or any associated company, (ii) any indemnity against any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature, and (iii) any indemnity against any liability incurred by the director in defending criminal proceedings in which he is convicted, or in defending civil proceedings brought by the company or an associated company in which judgment is given against him or in connection with an application under certain sections of the Companies Act (acquisition of shares by an innocent nominee and relief in the case of honest and reasonable conduct) in relation to which the court refuses to grant him relief. | The provisions of Dutch law governing the liability of members of Royal Dutch's board of management and Royal Dutch's supervisory board to Royal Dutch are mandatory in nature. Royal Dutch has obtained directors' and officers' liability insurance for the members of the Royal Dutch supervisory board and Royal Dutch board of management covering costs and damages vis-à-vis third parties, to the extent that such costs and damages are not brought about or contributed to by active and deliberate dishonesty. The current Royal Dutch articles of association do not provide for an indemnification of members of Royal Dutch's board of management and Royal Dutch's supervisory board by Royal Dutch. Members of the Royal Dutch board of management and the Royal Dutch supervisory board have been provided by Royal Dutch with a letter of indemnity for legal costs. Some of the members of the Royal Dutch board of management and the Royal Dutch supervisory board are also on the boards of Royal Dutch/ Shell Group holding companies the articles of association of which provide for an indemnity in that capacity. |
| ***Class Action Suits and Shareholder Derivative Suits*** | |
| The following provisions would only apply in circumstances where the arbitration provisions of our articles of association would be invalid or inapplicable. While English law permits a shareholder to initiate a lawsuit on behalf of the company only in limited circumstances, the Companies Act permits a shareholder whose name is on the register of shareholders of the company to apply for a court order:<br><br>(i) when the company's affairs are being or have been conducted in a manner unfairly prejudicial to the interests of all or some shareholders, including the shareholder making the claim; or<br><br>(ii) when any act or omission of the company is or would be so prejudicial. A court has wide discretion in granting relief, and may authorise civil proceedings to be brought in the name of the company by a shareholder on terms that the court directs.<br><br>Except in these limited circumstances, English law does not generally permit class action lawsuits by shareholders on behalf of the company or on behalf of other shareholders. | While the Dutch Civil Code does not specifically provide for class actions or derivative suits, Dutch law allows for certain procedures and actions that may result in, or be followed by an action for, liability of Royal Dutch or members of the Royal Dutch board of management or the Royal Dutch supervisory board vis-à-vis holders of Royal Dutch ordinary shares. These procedures and actions include the possibility to request the competent Dutch court to order an enquiry into the policies and the course of affairs of the company which request can be made by holders of Royal Dutch ordinary shares who alone or together with other holders represent at least one-tenth of the issued capital of the company or euro 225,000 in nominal value. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
|---|---|
| ***Transactions with Interested Directors*** | |
| Under the Listing Rules, we must obtain shareholder approval for certain transactions with related parties (which includes certain transactions with directors). The Listing Rules provide that an announcement, a circular and prior approval of the shareholders in a general meeting will be required before such a transaction is entered into. The related party will not be allowed to vote on the resolution. Our articles of association state that, if legislation allows and provided that a director discloses the nature and extent of his or her interest to the other directors, he or she is permitted to: (i) have an interest in any contract with, or involving, us or any other company in which we have an interest; (ii) hold any other position (other than as an auditor) with us as well as being a director; (iii) acting alone, or through a firm with which he or she is associated, do paid professional work for us or another company in which we have an interest (other than as an auditor); and (iv) hold any position within, or be a shareholder of, or have any other kind of interest in any company in which we have an interest. Except as provided for in our articles of association, a director cannot vote on, or be counted in a quorum in relation to, any resolution of the board of directors on any contract in which he or she has an interest which the director knows is material. Interests purely as a result of an interest in our securities will be disregarded for these purposes. Our articles of association provide that a director can vote, and be counted for purposes of a quorum, on those conflict of interest transactions specified in article 105(E) if the only material interest that director has in the transaction is one of those specified in article 105(E) of our articles of association.<br><br>Our articles of association provide that holders of our shares may by ordinary resolution suspend or relax the list contained in article 105 to any extent or to ratify any contract which has not been properly authorized in accordance with our articles of association. | Under the Dutch Corporate Governance Code, any situation in which Royal Dutch has a conflict of interest with one or more members of the Royal Dutch board of management or Royal Dutch supervisory board must be promptly reported to the Chairman of the Royal Dutch supervisory board. The relevant directors must not take part in any deliberations about the contemplated transaction. Decisions to enter into transactions in which there are conflicts of interest with members of the Royal Dutch board of management or the Royal Dutch supervisory board that are of material significance to Royal Dutch and/or to such persons require the approval of the Royal Dutch supervisory board. In the event of a conflict of interest with one or more members of the Royal Dutch board of management, Royal Dutch will be represented by the members of the Royal Dutch supervisory board. If there is a transaction involving a conflict of interest with a member of the Royal Dutch supervisory board, the members of the Royal Dutch board of management, if they are not conflicted, can represent Royal Dutch.<br><br>The general meeting of shareholders is at all times entitled to appoint one or more other persons to represent Royal Dutch in situations of a conflicting interest, which appointment is only with respect to the situation or transaction that gives rise to the conflict of interest. Lack of approval from the supervisory board (as described above) does not invalidate any transaction with a *bona fide* third party. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| ***General Meetings of Shareholders*** | |
| *General* | |
| We must hold an annual general meeting of shareholders each year in addition to any other general meetings held in the year. Our directors will decide when and where the annual general meeting is to be held. Annual general meetings must be held once in each calendar year with not more than 15 months between meetings. | General meetings of shareholders are called by the Royal Dutch supervisory board or Royal Dutch board of management. |
| Our directors must lay before our shareholders in a general meeting our annual report and accounts in respect of each financial year within seven months of the end of the relevant accounting period. However, due to the fact that we will have overseas subsidiaries, we can extend this time limit by a further three months by giving notice to the Registrar of Companies of England and Wales. The laying of the annual report and accounts usually takes place at our annual general meeting. | Under Dutch law, Royal Dutch's annual general meeting of shareholders must be held within six months of the end of Royal Dutch's fiscal year (December 31). Other general meetings of shareholders are held as often as the Royal Dutch board of management or Royal Dutch supervisory board considers necessary. A general meeting of shareholders is also required to be held if one or more shareholders representing in the aggregate at least one-tenth of the issued share capital have made a demand for a general meeting of shareholders, in writing, to the Royal Dutch board of management and the Royal Dutch supervisory board, specifying the subject to be dealt with. If neither the Royal Dutch board of management nor the Royal Dutch supervisory board (which in such a situation have concurrent authority) complies with the request in time to allow the general meeting of shareholders to be held within six weeks of the request, the shareholders who made the request may be authorized following an application by the presiding judge of the District Court in The Hague, in accordance with the applicable provisions of Dutch law, to call the general meeting of shareholders. |
| Any general meeting of our shareholders which is not an annual general meeting will be an extraordinary general meeting. Our directors have the right to call an extraordinary general meeting at any time. Holders of shares representing at least 10 percent of our paid-up capital carrying voting rights at general meetings also have the right to call an extraordinary general meeting. The request for the meeting must state the objects of the meeting, and must be signed by the shareholders requesting the meeting and deposited at our registered office. | |
| *Place of Meeting* | |
| Our articles of association provide that the annual general meeting will usually be held in The Netherlands but the directors may decide otherwise. | Under the Royal Dutch articles of association, general meetings of shareholders must be held in The Hague, Amsterdam or Rotterdam. |
| In the implementation agreement, Royal Dutch, Shell Transport and Royal Dutch Shell have agreed that general meetings of shareholders will generally be held in The Netherlands, drawing as necessary on technological links to permit active two-way participation by persons physically present in both the United Kingdom and The Netherlands. | |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| *Notice* | |
| The notice requirements for an ordinary resolution, an extraordinary resolution and a special resolution are as follows:<br>• ordinary resolution — at least 14 clear days' notice;<br>• extraordinary resolution — at least 14 clear days' notice; and<br>• special resolution — at least 21 clear days' notice<br>Furthermore, at least 21 clear days' notice must be given for every annual general meeting or to pass a resolution of which special notice under the Companies Act has been given to us. Special notice is required to remove an auditor before the expiration of his or her term of office, to appoint as auditor a person other than a retiring auditor, to appoint an auditor to fill a casual vacancy, to re-appoint an auditor appointed by the directors to fill a casual vacancy, or to remove a director before the expiration of his term of office or to appoint somebody instead of a director so removed.<br>"Special notice" means that a notice of intention to move the resolution must be given us at least 28 days before the meeting at which it is moved. Notice of the resolution must then be given to our shareholders at least 21 clear days before the meeting.<br>The Companies Act provides that general meetings may be called upon shorter notice if, in the case of an annual general meeting, all shareholders who are permitted to attend and vote agree to the shorter notice or, in the case of an extraordinary general meeting, holders of shares representing at least 95% by nominal value of the shares which can be voted at this meeting so agree.<br>All other proposals relating to the ordinary course of our business, such as the election of directors and transactions, mergers, acquisitions and dispositions, are the subject of an "ordinary resolution".<br>Notices of meetings must be given in writing. Notice in writing is to be treated as given where it is sent using electronic communications.<br>Notices of a general meeting of the company must state, amongst other things, (i) where the meeting is to be held and (ii) the date and time of the meeting. At the same time that written notice is given for any general meeting, an announcement of the date, time and place of that meeting, will, if practicable, be published in a national newspaper in The Netherlands. | Royal Dutch's articles of association require that notices of general meetings of shareholders must be provided to shareholders at least three weeks in advance of such meeting, by publication in at least one daily newspaper published in The Hague and two daily newspapers of national circulation in The Netherlands. In urgent circumstances, the determination of which is left to the discretion of the persons making the convocation, this period may be reduced to fifteen days, at the discretion of those calling the general meeting of shareholders. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| *Shareholder Proposals* | |
| Shareholders do not have a general right to place items on the agenda, other than the statutory right to request a meeting (as described above). | Pursuant to Royal Dutch's articles of association, requests of shareholders who, alone or jointly, represent 1% of Royal Dutch's issued share capital, to place items on the agenda of the general meeting of shareholders will be honored if they are made in writing at least 60 days before the date of the general meeting of shareholders, unless, in the opinion of the Royal Dutch supervisory board and the Royal Dutch board of management, inclusion of such item in the agenda would conflict with the substantial interests of Royal Dutch or of an undertaking in which Royal Dutch, directly or indirectly holds an interest, or the proposed resolution on such item is not one on which the general meeting of shareholders is authorized to decide. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| *Attendance and Voting* | |
| Holders of our Class A Shares and Class B Shares can attend meetings. In addition, a company which holds our shares can appoint a representative to attend and any member (whether an individual or a company) can appoint a proxy to attend. We are required to send proxy forms with the notice of meeting. | All Royal Dutch shareholders may attend any general meeting of shareholders, either in person or by proxy duly authorized in writing, and may participate in the discussions and voting (subject to the granting of voting rights to a usufructuary or pledge). |
| Every holder of Class A Shares or Class B Shares either present in person or by proxy at a general meeting or class meeting has one vote on a show of hands (excluding any person holding shares as treasury shares). On a poll, each holder of Class A Shares or Class B Shares present in person or by proxy has one vote for each Class A Share or Class B Share held by such holder (other than shares held as treasury shares). This is subject to any rights or restrictions which may be given to any future class of shares. A holder of Class A Shares or Class B Shares is not entitled to vote such shares at any meeting of shareholders if the holder has not paid all amounts relating to those shares which are due at the time of the meeting of if he or she has been served with a restriction notice after a failure to provide us with information concerning the shareholder's interests in those Class A Shares or Class B Shares required to be provided if we have served a notice under the Companies Act to enable us to investigate the identity and other detail of any person we know or suspect is (or was at any time in the preceding three years) interested in our shares. | Holders of Royal Dutch ordinary shares in bearer form must deposit their share certificates before the general meeting of shareholders at the time and place as designated in the notice calling the general meeting of shareholders.<br><br>Holders of Royal Dutch ordinary shares in Hague or New York registry form must have notified the Royal Dutch board of management before the general meeting of shareholders, by means of a letter, of their intention to attend the general meeting of shareholders and to exercise their shareholder rights.<br><br>The date by which Royal Dutch ordinary shares in bearer form must be deposited and by which holders of Royal Dutch ordinary shares in Hague or New York registry form must provide notice their intention to attend is no earlier than seven days before the general meeting of shareholders. |
| Our articles of association provide that:<br><br>(i) a resolution put to the vote at any general meeting of shareholders will be decided on a show of hands, unless a poll is demanded. Our directors can decide when calling the meeting that some or all resolutions will be put to a poll and the chairman of the meeting can also demand a poll before a resolution is put to the vote on a show of hands. In addition, when, or before the chairman of the meeting declares the result of the show of hands, subject to applicable law, a poll can be demanded by:<br><br>(a) the Chairman of the meeting;<br><br>(b) at least five shareholders at the meeting who are entitled to vote (or their proxies);<br><br>(c) one or more shareholders at the meeting who are entitled to vote (or their proxies) and who have between them at least 10% of the total votes of all of our shareholders who have the right to vote at the meeting; or | Pursuant to Royal Dutch's articles of association, for each Royal Dutch ordinary share with a nominal (par) value of €0.56 one vote may be cast (except that if the holder has granted a right of pledge or usufruct, the usufructuary or pledgee is entitled to exercise the voting right prior to the expiration of its right of pledge or usufruct).<br><br>For each Royal Dutch priority share with a nominal (par) value of €448 eight hundred votes may be cast. A priority share cannot be pledged and no voting rights attached to a Royal Dutch priority share may be granted to a usufructuary.<br><br>Shares owned by Royal Dutch or one of its subsidiaries may not vote at the general meeting of shareholders.<br><br>All shareholder resolutions are required to be resolved by a majority of the votes cast, without a quorum requirement, except where the resolution regards the dissolution of Royal Dutch, (which would require a majority of at least two-thirds of the votes cast at a general meeting of shareholders where at least three-quarters of the issued capital is represented). |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| (d) one or more shareholders at the meeting who have shares which allow them to vote at the meeting (or their proxies) and on which the total amount which has been paid up is at least 10% of the total sum paid up on all shares which give the right to vote at the meeting.<br><br>(ii) proxies of shareholders will be entitled:<br><br>(a) to attend and speak at our shareholders' meetings; and<br><br>(b) to vote on a poll and on a show of hands.<br><br>Under the Companies Act, if a poll is demanded, the resolution conducted on a poll must be approved by holders of at least a majority of the votes cast at the meeting. Both special and extraordinary resolutions require the affirmative vote of at least 75% of the votes cast at the meeting to be approved.<br><br>Before a general meeting starts to do business, there must be a quorum present. Our articles of association specify that any two persons who are entitled to vote constitute a quorum for purposes of a general meeting. | |
| ***Shareholders' Information Rights*** | |
| Except when closed under the provisions of the Companies Act (i.e. where a company, on giving notice by advertisement in a newspaper circulating in the district in which the company's registered office is situated, closes the register of members for any time or times not exceeding in the whole 30 days in each year), the register and index of names of our shareholders may be inspected during business hours:<br><br>(i) for free, by our shareholders; and<br><br>(ii) for a fee by any other person.<br><br>In both cases, the documents may be copied for a fee.<br><br>Our shareholders may also, without charge, during business hours:<br><br>(i) inspect minutes of shareholders' meetings and obtain copies of the minutes for a fee; and<br><br>(ii) inspect service contracts of the company's directors, if the contracts have an unexpired term of more than 12 months or require more than 12 months' notice to terminate.<br><br>In addition, our published annual accounts are required to be available for shareholders at a general meeting, and a shareholder is entitled to a copy of these accounts. | Pursuant to Dutch law, the Royal Dutch board of management and Royal Dutch supervisory board are required to provide the general meeting of shareholders with all information requested by such general meeting of shareholders, unless the provision of such information would conflict with a material interest of Royal Dutch. Individual shareholders do not have this right. Only the general meeting of shareholders can demand certain information. The board of management is obliged to keep a register of shareholders. This may consist of several parts, which may be kept in different places. The register must be updated regularly. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| ***Disclosure of Shareholder Interests*** | |
| Section 198 of the Companies Act imposes an obligation upon a person who acquires or ceases to have notifiable interest in the relevant share capital of a public company to notify the company of that fact within 2 days (excluding weekends and bank holidays) of his knowing of its occurrence. The disclosure threshold is 3%. | Under Dutch law, any shareholder who owns more than 5% of the Royal Dutch ordinary shares (or has acquired voting rights equal to 5% or more of the total voting rights which may be exercised) must disclose this fact to the AFM and Royal Dutch. This disclosure will be included in a public register maintained by the AFM. Further disclosure is necessary, and will again be published in the register, whenever an increase or decrease of a shareholder's interest in Royal Dutch causes the shareholder to pass any of the threshold levels of 5%, 10%, 25%, 50% or 66 2/3% of the Royal Dutch ordinary shares. In addition, share holdings and any changes in these share holdings by members of the Royal Dutch board of management and members of the Royal Dutch supervisory board as well as by any other person involved in the daily policy making of Royal Dutch must be disclosed to the AFM. These share dealings will also be published in a register. According to the 1995 Act on the supervision of the securities trade certain insiders need to report their transactions — entered into in or from the Netherlands — in Royal Dutch securities forthwith to the AFM. |
| Section 212 of the Companies Act provides a public company with the statutory means to ascertain the persons who are or have within the last 3 years been interested in its relevant share capital and the nature of such interests. | |
| The Royal Dutch Shell articles of association provide that in any statutory notice under section 212, Royal Dutch Shell will ask for details of those who have an interest and the extent of their interest in a particular holding. The Royal Dutch Shell articles of association also provide that when a person receives a statutory notice, he has 14 days to comply with it. If he does not do so or if he makes a statement in response to the notice which is false or inadequate in some important way, Royal Dutch Shell may restrict the rights relating to the identified shares, following notice. The restriction notice will state that the identified shares no longer give the shareholder any right to attend or vote either personally or by proxy at a shareholders' meeting or to exercise any right in relation to the shareholders' meetings. Where the identified shares make up 0.25% or more (in amount or in number) of the existing shares of a class at the date of delivery of the restriction notice, the restriction notice can also contain the following further restrictions: (i) the directors can withhold any dividend or part of a dividend or other money otherwise payable in respect of the identified shares without any liability to pay interest when such money is finally paid to the shareholder; and (ii) the directors can refuse to register a transfer of any of the identified shares which are certificated shares unless the directors are satisfied that they have been sold outright to an independent third party. Once a restriction notice has been given, the directors are free to cancel it or exclude any shares from it at any time they think fit. In addition, they must cancel the restriction notice within seven days of being satisfied that all information requested in the statutory notice has been given. Also, where any of the identified shares are sold and the directors are satisfied that they were sold outright to an independent third party, they must cancel the restriction notice within seven days of receipt of the notification of the sale. | |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| The Royal Dutch Shell articles of association do not restrict in any way the provision of section 212 of the Companies Act. | |
| The City Code imposes rigorous disclosure requirements affecting parties to a proposed takeover, their "associates" and persons acting "in concert" in relation to the shares of a company. These requirements also extend to dealings by persons who directly or indirectly own or control (either before or as a result of the dealing) 1% or more of the equity shares in an offeror or offeree company or of any other class of shares relevant to the offer in question. | |
| The UK Rules Governing Substantial Acquisitions of Shares require accelerated disclosure of acquisitions of shares or rights over shares where a person holds, or as a result of an acquisition, comes to hold shares or rights over shares representing 15 percent or more of the voting rights of a company whose shares are listed on the London Stock Exchange. | |
| ***Amendment of Articles of Association*** | |
| Under the Companies Act, our shareholders have power to amend the objects, or purpose, clause in our memorandum of association and any provision of our articles of association by special resolution, subject to, in the case of amendments to the objects clause of the memorandum of association, the right of dissenting shareholders to apply to the courts to cancel the amendments. | A resolution providing for the amendment of Royal Dutch's articles of association may only be passed with the prior consent of the meeting of Royal Dutch priority shareholders, or subject to the subsequent approval of that meeting. |
| Under the Companies Act, our board of directors is not authorized to change the memorandum of association or the articles of association. Our articles of association provide that if permitted by legislation, the rights attached to any class of our shares can be changed if this is approved either in writing by shareholders holding at least three-quarters of the issued shares of that class by amount (excluding any shares of that class held as treasury shares) or by an extraordinary resolution passed at a separate meeting of the holders of the relevant class of shares. | |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| ***Dividend Rights*** | |
| Holders of Class A Shares and Class B Shares may by ordinary resolution declare dividends not exceeding the amount recommended by our directors. Our articles of association provide that our directors may pay interim dividends, and also any fixed rate dividend, whenever our financial position, in the opinion of the directors, justifies any such payments. If the directors act in good faith, they are not liable for any loss that our shareholders may suffer because a lawful dividend has been paid on other shares that rank equally with or behind their Class A Shares or Class B Shares. | Under Dutch law, the amount of a dividend distribution is limited to the amount by which, prior to the making of the distribution, Royal Dutch's net assets exceed the aggregate of its paid-up share capital and legal reserves. The Royal Dutch board of management can, with the approval of the Royal Dutch supervisory board, fix the amounts to be appropriated to the reserves. |
| The directors may withhold all or any part of any dividend or other money payable in respect of the Class A Shares or Class B Shares from a person with a 0.25 percent or greater holding of the existing share capital (calculated excluding any shares held as treasury shares) if such a person has been served with a restriction notice after failure to provide us with information concerning interests in those Class A Shares or Class B Shares required to be provided if we have served a notice under the Companies Act to enable us to investigate the identity and other details of any person we know or suspect is (or was at any time in the preceding three years) interested in our shares. | Out of the profit which is available for distribution, a payment is required to be made on each priority share of 4% of its par value prior to the payment of any dividend on the Royal Dutch ordinary shares.<br><br>The general meeting of shareholders may thereafter decide whether or not to pay out (all or part of) the remaining profit to the holders of Royal Dutch ordinary shares. Interim dividends may be paid as decided by the Royal Dutch board of management, after the approval of the Royal Dutch supervisory board. |
| Except in relation to the dividend access mechanism, all dividends on the Class A Shares and Class B Shares will be divided and paid in proportions based on the amounts paid up on the Class A Shares or Class B Shares during any period for which the dividend is paid. Dividends may be declared or paid in any currency, unless the rights attached to any Class A or Class B Shares or the terms of any Class A or Class B Shares or the articles provide otherwise. | The general meeting of shareholders can decide upon recommendation by the Royal Dutch board of management and Royal Dutch supervisory board to issue shares by way of dividend or interim dividend (in lieu of the payment of cash).<br><br>Dividends paid on the Royal Dutch ordinary shares in bearer or Hague registry form are paid in euro. Dividends paid on Royal Dutch ordinary shares in New York registry form are paid in U.S. dollars. |
| The directors may, if authorised by an ordinary resolution of the shareholders, offer shareholders (excluding any shareholder holding shares as treasury shares) the right to choose to receive extra shares which are credited as fully paid instead of some or all of their cash dividend. | Any dividend unclaimed after a period of six years from the date when it was declared or became due for payment will be forfeited and go back to Royal Dutch. |
| Any dividend unclaimed after a period of 12 years from the date when it was declared or became due for payment will be forfeited and go back to us unless the directors decide otherwise. | |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| We are permitted to stop sending dividend payments through the post or cease using any other method of payment (including payment through CREST) if (i) for two consecutive dividends the payments sent through the post have been returned undelivered or remain uncashed during the period for which they are valid or the payments by any other method have failed, or (ii) for any one dividend, the payment sent through the post has been returned undelivered or remains uncashed during the period for which it is valid or the payment by any other method has failed and reasonable enquiries have failed to establish any new address or account of the registered shareholder. We will recommence sending dividend payments if requested in writing by the shareholder or the person entitled by law to the shares. | |
| ***Liquidation Rights*** | |
| If we are wound up, the liquidator may, with the sanction of an extraordinary resolution passed by our shareholders and subject to any other sanction required by applicable law, divide among the shareholders (excluding any shareholder holding shares as treasury shares) the whole or any part of our assets. This applies whether the assets consist of property of one kind or of different kinds. | From the net proceeds of the liquidation after payment of the liquidation expenses and of all debts, first the holders of Royal Dutch priority shares are entitled to receive the nominal amount of their Royal Dutch priority shares plus the difference between 4% of their par value and any lesser amount per annum paid in respect of such shares since the issuance thereof.<br><br>The balance will be divided among the Royal Dutch ordinary shareholders in proportion to the nominal amount of their shares. |
| ***Issuances of Shares*** | |
| Our articles provide that we may issue shares with any rights or restrictions attached to them. These rights or restrictions can be decided either by an ordinary resolution passed by our shareholders or by our directors as long as there is no conflict with any resolution passed by the shareholders. Redeemable shares may be issued.<br><br>Our articles of association provide that the directors can decide how to deal with any shares which have not been issued, provided they have appropriate shareholders' authority and provided that pre-emptive rights, our articles of association and the rights attaching to any existing class of shares are complied with. | Pursuant to Dutch law, shares are issued upon: (i) resolution by the general meeting of shareholders; or (ii) resolution by another corporate body so designated pursuant to either the Royal Dutch's articles of association or a decision by the general meeting of shareholders. This designation is only valid for a maximum period of five years. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| ***Pre-emptive Rights*** | |
| Under the Companies Act, if we propose to issue for cash:<br><br>• equity securities (which are securities carry a right to participate in dividends or capital beyond a specified amount); or<br><br>• rights to subscribe for or convert into equity securities,<br><br>they must be offered first to each person who holds equity securities on the same or more favorable terms in proportion to those securities which is as nearly as practicable equal to the proportion in nominal value of the equity securities held by him or her to the aggregate issued equity securities.<br><br>These pre-emption rights can be disapplied by a special resolution passed by shareholders in a general meeting, either generally or specifically, for a maximum period not exceeding five years. | Subject to certain exceptions, Dutch law provides that each shareholder has a pre-emptive right with respect to any issue of shares in proportion to the aggregate amount of shares held.<br><br>Royal Dutch's articles of association provide that the holders of Royal Dutch ordinary shares have pre-emptive rights in proportion to their shareholdings, unless the consideration for the issuance of the Royal Dutch ordinary shares is to be other than in cash or the Royal Dutch ordinary shares are issued to employees of Royal Dutch or employees of a legal entity with which it is associated in a group.<br><br>With the approval of the Royal Dutch supervisory board, the Royal Dutch board of management may resolve to suspend the pre-emptive rights of holders of Royal Dutch ordinary shares if the general meeting of shareholders has granted the Royal Dutch board of management the power to do so. A grant of this power by the general meeting of shareholders can only be for a period not in excess of five years.<br><br>Priority shareholders have no pre-emptive rights with respect to any issuances of shares by Royal Dutch. |
| ***Repurchase and Redemption of Shares*** | |
| Our articles of association provide that we can issue shares which can be redeemed.<br><br>We may purchase our own shares if the purchase:<br><br>(i) is authorized by our memorandum of association and articles of association (our articles provide that, subject to the rights attached to existing shares, we can purchase any of our shares);<br><br>(ii) in the case of an open-market purchase, our shareholders have passed an ordinary resolution giving us authority to make the purchase; and<br><br>(iii) in the case of an off-market purchase, our shareholders have passed a special resolution giving us authority to make the purchase.<br><br>However, we intend to comply with the guidance of the Association of British Insurers that authority to repurchase shares should only be given by special resolution.<br><br>We will be permitted to redeem or repurchase shares only if the shares are fully paid and only out of distributable profits or the proceeds of a new issue of shares made for the purpose of the repurchase or redemption. | Pursuant to Dutch law, Royal Dutch may only acquire fully paid-up shares in its own share capital. Fully paid-up Royal Dutch shares may only be repurchased by Royal Dutch for consideration if:<br><br>• the shareholders' equity exceeds the sum of the paid-up and called-up part of the share capital and the reserves which must be maintained by law or Royal Dutch's articles of association; and<br><br>• the aggregate nominal value of the shares acquired by Royal Dutch does not represent more than one-tenth of its issued share capital.<br><br>Pursuant to Royal Dutch's articles of association, the acquisition of shares by Royal Dutch in its own share capital requires the authorization of the Royal Dutch board of management by the general meeting of shareholders, except if and insofar as shares are acquired in order to be assigned to employees of Royal Dutch or employees of a legal entity with which it is associated in a group, by virtue of an arrangement applicable to the employees. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| | ***Takeover Protection*** |
| We do not have any takeover protection mechanisms in place. | Royal Dutch has 1,500 issued priority shares. Each member of the Royal Dutch supervisory board and each member of the Royal Dutch board of management is the holder of six Royal Dutch priority shares. The Royal Dutch Priority Shares Foundation holds the other Royal Dutch priority shares. The board of this foundation consists of all members of the Royal Dutch supervisory board and the Royal Dutch board of management.<br><br>Royal Dutch priority shares have special rights, which include:<br><br>• determining the number of members of the Royal Dutch board of management and the number of members of the Royal Dutch supervisory board;<br><br>• drawing up a binding nomination consisting of at least two persons for filling vacancies on the Royal Dutch board of management and the Royal Dutch supervisory board; and<br><br>• granting consent for amendment of the Royal Dutch articles of association or for dissolution of Royal Dutch.<br>Except for the priority shares, which can be considered an anti-takeover measure, Royal Dutch does not have any other anti-takeover measures. For the avoidance of doubt it should be mentioned that, in the event of a hostile bid, the Royal Dutch board of management and the supervisory board are authorized to exercise in the interest of Royal Dutch all powers attributed to them. |

| Provisions Applicable to Royal Dutch Shell Shareholders | Provisions Currently Applicable to Royal Dutch Shareholders |
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| ***Resolution of Disputes*** | |
| All disputes between a shareholder in its capacity as such and us or any of our subsidiaries or any of our or our subsidiaries' directors or former directors arising out of or in connection with our articles of association or otherwise and disputes between us or our subsidiaries and any of our or our subsidiaries' directors or former directors, including all claims made by us or any of our subsidiaries or on our behalf or on behalf of any of our subsidiaries against any such director, and disputes between a shareholder in its capacity as such and any of our professional service providers (which could include our auditors, legal counsel, bankers and ADR depositaries) that have agreed with us to be bound by the arbitration and exclusive jurisdiction provisions of our articles of association, and between us and our professional service providers arising in connection with any such dispute between a shareholder and a professional service provider, shall be exclusively and finally resolved by arbitration in The Hague, The Netherlands under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). This would include all disputes arising under UK, Dutch or U.S. law (including securities laws), or under any other law, between parties covered by the arbitration provision.<br><br>The tribunal shall consist of three arbitrators to be appointed in accordance with the rules of the ICC. The chairman must have at least 20 years experience as a lawyer qualified to practice in a common law jurisdiction which is within the Commonwealth and each other arbitrator must have at least 20 years experience as a qualified lawyer.<br><br>If a court or other competent authority in any jurisdiction determines that the arbitration requirement described above is invalid or unenforceable in any particular dispute in that jurisdiction, that dispute may only be brought in the courts of England and Wales.<br><br>The governing law of our articles of association is the substantive law of England.<br><br>Disputes relating to our failure or alleged failure to pay all or part of a dividend which has been declared and which has fallen due for payment will not be the subject of the arbitration and exclusive jurisdiction provisions of our articles of association. | The Royal Dutch articles of association do not contain any arbitration or jurisdiction related provisions. |

## EXCHANGE CONTROLS

There is no legislative or other legal provision currently in force in England or arising under our constituent documents restricting remittances to non-resident holders of our securities or affecting the import or export of capital for use by us.

The Dutch External Financial Relations Act of 1994 enables the Minister of Finance or the Central Bank of The Netherlands, as the case may be, to issue regulations with regard to a number of financial transactions relating to the import and export of capital. The regulations as issued and applied to date have not restricted the activities and operations of Royal Dutch, Shell Transport or the Royal Dutch/ Shell Group.

There is no legislative or other legal provision currently in force in The Netherlands restricting remittances to non-resident holders of our securities.

## LIMITATION ON ENFORCEMENT OF CIVIL LIABILITIES

## UNDER U.S. SECURITIES LAWS
## AGAINST ROYAL DUTCH SHELL, ITS MANAGEMENT AND OTHERS

We are a public limited company incorporated under the laws of England and Wales. A majority of our directors reside outside of the United States and a majority of our assets are located outside of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon us or our directors or to enforce against it or them, either in the United States or in United Kingdom, judgments of U.S. courts predicated upon the civil liability provisions of the U.S. federal or state securities laws.

Our articles of association require that all (i) disputes between a shareholder in its capacity as such and us or any of our subsidiaries or our or any of our subsidiaries' directors or former directors arising out of or in connection with our articles of association or otherwise and (ii) to the fullest extent permitted by law, disputes between us or our subsidiaries and any of our or our subsidiaries' directors or former directors, including all claims made by us or any of our subsidiaries or on our behalf or on behalf of any of our subsidiaries against any such director, and (iii) disputes between a shareholder in its capacity as such and any of our professional service providers (which could include our auditors, legal counsel, bankers and ADR depositaries) that have agreed with us to be bound by the arbitration and exclusive jurisdiction provisions of our articles of association, and (iv) between us and our professional service providers arising in connection with any claim under (iii) above, shall be exclusively and finally resolved by arbitration in The Hague, The Netherlands under the Rules of Arbitration of the International Chamber of Commerce. This would include all disputes arising under UK, Dutch or U.S. law (including securities laws), or under any other law, between parties covered by the arbitration provision. Our articles also provide that if the arbitration provision is held for any reason by a court of competent jurisdiction or other competent authority to be invalid or unenforceable in any particular dispute, the dispute may only be brought in the Courts of England and Wales.

The following discussion with respect to the enforceability of certain U.S. court judgments in England and Wales assumes a judgment is rendered in a U.S. Court notwithstanding our charter provision described above and is based upon advice provided to us by our English counsel, Slaughter and May. The United States and the United Kingdom do not have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters (although the United States and the United Kingdom are both parties to the New York Convention on Arbitral Awards). Any judgment rendered by any federal or state court in the United States based on civil liability, whether or not predicated solely upon U.S. federal securities law, would not be directly enforceable in England and Wales. In order to enforce any such judgment in England and Wales, proceedings must be initiated by way of fresh legal proceedings in respect of the judgment debt before a court of competent jurisdiction in England and Wales. In this type of action, an English court generally will not (subject to the matters identified below) reinvestigate the merits of the original matter decided by a U.S. court and will treat the judgment as conclusive. The matters which would cause an English court not to enforce a judgment debt created by a U.S. judgment are that:

- the relevant U.S. court did not have jurisdiction under English rules of private international law to give the judgment;

- the judgment was not final and conclusive on the merits. A foreign judgment which could be abrogated or varied by the court which pronounced it is not a final judgment. However, a judgment will be treated as final and conclusive even though it is subject to an appeal or if an appeal is actually pending, although in such a case a stay of execution in England may be ordered pending such an appeal. If the judgment is given by a court of a law district forming part of a larger federal system such as in the U.S., the finality and conclusiveness of the judgment in the law district where it was given alone are relevant in England. Its finality and conclusiveness in other parts of the federal system are irrelevant;

- the judgment is not for a definite sum of money nor a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty or otherwise based on a U.S. law that an English court considers to be a penal, revenue or other public law;

- the enforcement of such judgment would contravene public policy in England and Wales;

- the enforcement of the judgment is prohibited by statute (for example section 5 of the Protection of Trading Interests Act 1980 prohibits the enforcement of foreign judgments for multiple damages and other foreign judgments specified by statutory instrument concerned with restrictive trade practices. A judgment for multiple damages is defined as a judgment for an amount arrived at by doubling, trebling or otherwise multiplying a sum assessed as compensation for the loss or damage sustained by the judgment creditor);

- the English proceedings were not commenced within the relevant limitation period;

- before the date on which the U.S. court gave judgment, a judgment has been given in his favor in proceedings between the same parties or their privies in a court in the UK or in an overseas court which the English court will recognise;

- the judgment has been obtained by fraud (on either the part of the party in whose favor judgment was given or on the part of the court pronouncing the judgment) or in proceedings in which the principles of natural justice were breached;

- the bringing of proceedings in the relevant U.S. court was contrary to an agreement under which the dispute in question was to be settled otherwise than by proceedings in the U.S. courts (to whose jurisdiction the judgment debtor did not submit by counterclaim or otherwise); or

- an order has been made and remains effective under section 9 of the UK Foreign Judgments (Reciprocal Enforcement) Act 1933 applying that section to U.S. courts including the relevant U.S. court.

If an English court gives judgment for the sum payable under a U.S. judgment, the English judgment will be enforceable by methods generally available for this purpose. The judgment creditor is able to utilise any method or methods of enforcement available to him at the time. In addition, it may not be possible to obtain an English judgment or to enforce that judgment if the judgment debtor is subject to any insolvency or similar proceedings, or if the judgment debtor has any set-off or counterclaim against the judgment creditor.

Subject to the foregoing, investors may be able to enforce in England and Wales judgments in civil and commercial matters obtained from U.S. federal or state courts in the manner described above using the methods available for enforcement of a judgment of an English court.

It is, however, uncertain whether an English court would impose liability on us or such persons in an action predicated upon the U.S. federal securities law brought in England and Wales.

## EXPERTS

The financial statements of Royal Dutch Petroleum Company as of December 31, 2004 and 2003 and for each of the three years in the period ended December 31, 2004 incorporated in this prospectus by reference to the Form 20-F have been so incorporated in reliance on the reports of KPMG Accountants N.V., independent registered public accounting firm, given upon the authority of said firm as experts in accounting and auditing.

The report dated March 29, 2005, with respect to such financial statements, refers to the fact that, as discussed in Note 3 to the Financial Statements of Royal Dutch Petroleum Company for the years 2004, 2003 and 2002 which appears in the Form 20-F, the Royal Dutch Petroleum Company has restated its Financial Statements for the two years ended December 31, 2003, to correct for the financial impact of the Second Reserves Restatement (as defined therein).

The financial statements of The “Shell” Transport and Trading Company, p.l.c. as of December 31, 2004 and 2003 and for each of the three years in the period ended December 31, 2004 incorporated in this prospectus by reference to the Form 20-F have been so incorporated in reliance on the audit report of PricewaterhouseCoopers LLP, independent registered public accounting firm, given on the authority of said firm as experts in accounting and auditing.

The report dated March 29, 2005, with respect to such financial statements refers to the fact that, as discussed in Note 3 to the Financial Statements of The “Shell” Transport and Trading Company, p.l.c. which appears in the Form 20-F, The “Shell” Transport and Trading Company, p.l.c. has restated its Financial Statements for the two years ended December 31, 2003, to correct for the financial impact of the Second Reserves Restatement (as defined therein).

The financial statements of the Royal Dutch/ Shell Group as of December 31, 2004 and 2003 and for each of the three years in the period ended December 31, 2004 incorporated in this prospectus by reference to the Form 20-F have been so incorporated in reliance on the reports of KPMG Accountants N.V. and PricewaterhouseCoopers LLP, London, independent registered public accounting firms, each given upon the authority of said firms as experts in accounting and auditing.

The report, dated March 29, 2005, with respect to the US GAAP financial statements refers to the fact that, as discussed in Note 2 to the Financial Statements of Royal Dutch/Shell Group of Companies, which appears in the Form 20-F, the Royal Dutch/ Shell Group of Companies has restated its Financial Statements for the two years ended December 31, 2003, to correct for the financial impact of the Second Reserves Restatement (as defined therein). The report also refers to the fact that the Royal Dutch/ Shell Group of Companies adopted the provisions of Statement of Accounting Standards No. 143 “Accounting for Asset Retirement Obligations” as of January 1, 2003 and the provisions of financial Accounting Standards Board Interpretation No. 46 “Consideration of Variable Interest Entities — an interpretation of ARB 51” as of September 30, 2003.

The financial statements of Royal Dutch Shell plc as of December 31, 2004, February 28, 2004 and February 28, 2003, and for the ten months ended December 31, 2004, year ended February 28, 2004 and period from February 5, 2002 to February 28, 2003, included herein, have been so included in reliance on the report of KPMG Audit Plc and PricewaterhouseCoopers LLP, independent registered public accounting firms, each given upon authority of said firms as experts in accounting and auditing.

## LEGAL MATTERS

The validity of the Class A Shares to be exchanged pursuant to the Transaction will be passed upon for us by Slaughter and May, London, England. Certain U.S. tax matters will be passed upon for us by Cravath, Swaine & Moore LLP, London, England and certain Dutch tax matters will be passed upon for us by De Brauw Blackstone Westbroek N.V., Amsterdam, The Netherlands. Certain UK tax matters will be passed upon for us by Slaughter and May, London, England.

## WHERE YOU CAN FIND MORE INFORMATION

Royal Dutch is subject to the information and periodic reporting requirements of the Exchange Act and, in accordance with those requirements, files annual reports and other information with the SEC. However, as a foreign private issuer, Royal Dutch and its shareholders are exempt from some of the Exchange Act reporting requirements. The reporting requirements that do not apply to Royal Dutch or its shareholders include proxy solicitations rules, the short-swing insider profit disclosure rules of Section 16 of the Exchange Act with respect to Royal Dutch's shares and the rules regarding the furnishing of quarterly reports to the SEC, which are required to be filed only if required in our home country domicile.

The materials Royal Dutch files with the SEC may be inspected and copied at the public reference facilities maintained by the SEC at its principal offices at the Public Reference Room, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. The public may obtain information on the operation of the SEC's Public Reference Room by calling the SEC in the United States at 1-800-SEC-0330. The SEC also maintains a web site at http://www.sec.gov that contains reports, proxy statements and other information regarding registrants that file electronically with the SEC.

## INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

We have filed a registration statement on Form F-4 on May 18, 2005 to register with the SEC Class A Shares, including the Class A Shares held in the form of Class A ADRs, to be exchanged in connection with the Transaction. This prospectus is part of the registration statement on Form F-4 and constitutes our prospectus in connection with our Class A Shares to be exchanged upon the consummation of the Transaction.

As allowed by SEC rules, this prospectus does not contain all the information you can find in our registration statement or the exhibits to the registration statement. The SEC allows us to "incorporate by reference" information into this prospectus, which means that:

— incorporated documents are considered part of this prospectus;

— we can disclose important information to you by referring you to those documents;

— information in this prospectus automatically updates and supersedes information in earlier documents that are incorporated by reference in this prospectus;

— information in a document incorporated by reference in this prospectus automatically updates and supersedes information in earlier documents that are incorporated by reference in this prospectus; and

— information that we file with the SEC after the date of this prospectus that is incorporated by reference in this prospectus automatically updates and supersedes this prospectus.

This prospectus incorporates by reference the documents set forth below, except to the extent modified or superseded by this prospectus, previously filed or furnished by Royal Dutch or Shell Transport with or to the SEC. These documents contain important information about Royal Dutch, Shell Transport, the Royal Dutch/ Shell Group and their financial condition.

— Annual Report on Form 20-F for the year ended December 31, 2004.

— Report on Form 6-K furnished to the SEC on May 9, 2005.

The following documents subsequently filed or furnished by Royal Dutch or Shell Transport with or to the SEC after the date of this prospectus and prior to the expiration of the offer will be incorporated by reference into this prospectus:

- reports filed under Sections 13(a), 13(c) or 15(d) of the Exchange Act; and

- reports furnished on Form 6-K that indicate that they are incorporated by reference in this prospectus.

We have supplied all information contained or incorporated by reference in this prospectus relating to us. All information relating to Royal Dutch has been extracted from or is part of publicly available information prepared by Royal Dutch.

If you are a shareholder, we may have sent you some of the documents incorporated by reference, but you can obtain any of them through us, the SEC or the SEC's internet web site as described above. Documents incorporated by reference are available from us without charge, excluding all exhibits, except that if we have specifically incorporated by reference an exhibit in this prospectus, the exhibit will also be provided without charge.

If you would like to request documents from information agent please do so by July 11, 2005, to receive them in a timely manner. if you request any incorporated documents from us we will mail them to you by first-class mail, or other equally prompt means, within one business day of receipt of your request.

## UNAUDITED CONDENSED PRO FORMA COMBINED FINANCIAL INFORMATION

The following unaudited condensed pro forma combined financial information is being provided to give a better understanding of what the results of operations and financial position of Royal Dutch Shell might have looked like on a combined basis had the Transaction occurred on an earlier date. The unaudited condensed pro forma combined financial information is based on the estimates and assumptions set forth below and in the notes to such information. This information is being furnished solely for illustrative purposes and, therefore, is not necessarily indicative of the combined results of operations or financial position of Royal Dutch Shell that would have been achieved for the dates or periods indicated, nor is it necessarily indicative of the results of operations or financial position of Royal Dutch Shell that may or may not be expected to occur in the future. No account has been taken in the unaudited condensed pro forma combined financial information of any efficiency that may, or may be expected to, occur following the Transaction.

The unaudited condensed pro forma combined income statement information for each of the years ended December 31, 2004, 2003 and 2002 and for the quarters ended March 31, 2005 and 2004 give effect to (i) the Transaction and (ii) the redemption of the Royal Dutch priority shares and the cancelation and repayment of Shell Transport First preference shares and Shell Transport Second preference shares (together, the “Share Redemptions”) as if each had occurred on the first day of the relevant period. The unaudited condensed pro forma combined balance sheet information as at each of December 31, 2004, 2003 and 2002 and March 31, 2005 and 2004 gives effect to (i) the Transaction and (ii) the Share Redemption as if each had occurred on December 31 or March 31, as applicable, of the relevant year. In preparing this unaudited condensed pro forma combined financial information, we have assumed that all holders of Royal Dutch ordinary shares exchange their shares in the offer.

The unaudited condensed pro forma combined financial information as at and for each of the years ended December 31, 2004, 2003 and 2002 has been presented in U.S. GAAP. With effect from January 1, 2005, we will present our financial statements using International Financial Reporting Standards (“IFRS”) and the 2004 period will be restated accordingly. The unaudited condensed pro forma combined financial information as at and for the quarters ended March 31, 2005 and 2004 has been prepared in accordance with IFRS and presented in U.S. dollars. A reconciliation to U.S. GAAP is provided.

The unaudited condensed pro forma combined financial information as at and for the years ended December 31, 2004, 2003 and 2002 of Royal Dutch Shell is based on the historical financial information of the Royal Dutch/ Shell Group, on the historical financial information of Royal Dutch and Shell Transport, which are included in the Amendment No. 1 to the Annual Report on Form 20-F for the year ended December 31, 2004 (“2004 Form 20-F/A”), which are incorporated by reference in this prospectus, and in the Amendment No. 2 to the Annual Report on Form 20-F for the year ended December 31, 2003 (“2003 Form 20-F/A”), and on the historical financial information of Royal Dutch Shell, which is included elsewhere in this prospectus.

The unaudited condensed pro forma combined financial information for the quarters ended March 31, 2005 and 2004 of Royal Dutch Shell is based on the historical financial information of the Royal Dutch/Shell Group and the historical financial information of Royal Dutch and Shell Transport, which are included in the Unaudited Condensed Interim Financial Reports contained in the Q1 Form 6-K, which is incorporated by reference in this prospectus, and on the historical information of Royal Dutch Shell, which is included elsewhere in this prospectus.

The historical financial information of Royal Dutch Shell has been prepared in accordance with UK GAAP or, in the case of information as at and for the quarters ended March 31, 2005 and 2004, IFRS and presented in U.S. dollars. The historical financial information of the Royal Dutch/ Shell Group has been prepared in accordance with U.S. GAAP or, in the case of information as at and for the quarters ended March 31, 2005 and 2004, IFRS and presented in U.S. dollars. The historical financial information of Royal Dutch has been prepared in accordance with Netherlands GAAP or, in the case of information as at and for the quarters ended March 31, 2005 and 2004, IFRS, and presented in euros. The historical financial information of Shell Transport has been prepared in accordance with UK GAAP or, in the case of information as at and for the quarters ended March 31, 2005 and 2004, IFRS, and presented in pounds sterling. The unaudited condensed pro forma combined financial information, as at and for each of the years ended December 31, 2004, 2003 and 2002 has been presented in

U.S. GAAP and so information derived from financial information of Royal Dutch Shell, the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport has been converted to U.S. GAAP and presented in U.S. dollars. A reconciliation between U.S. GAAP and IFRS of net income and shareholders' equity for the year ended and as at December 31, 2004 is provided.

The pro forma adjustments reflect the following:

- the exchange of outstanding Royal Dutch ordinary shares for Class A Shares and Class A ADRs in the offer and the cancelation of outstanding Shell Transport ordinary shares, Shell Transport ADRs and issuance of Class B Shares and Class B Shares underlying the Class B ADRs in the Scheme of Arrangement;

- the elimination of transactions between Royal Dutch Shell, the Parent Companies and the Royal Dutch/ Shell Group to reflect the Parent Companies and the Royal Dutch/ Shell Group becoming consolidated subsidiaries of Royal Dutch Shell;

- the redemption by Royal Dutch of the Royal Dutch priority shares for aggregate consideration of approximately $1 million;

- the cancelation and repayment by Shell Transport of the Shell Transport First preference shares and Shell Transport Second preference shares for aggregate consideration of approximately $28 million; and

- the incurrence of approximately $115 million of transaction costs, including investment banking, legal and registration expenses, of which $66 million is estimated to be incurred after March 31, 2005; no effect has been given to the incurrence of transaction costs after the end of an accounting period in the unaudited condensed pro forma combined income statement for that period.

The Transaction will be accounted for using a carry-over of the historical costs of the assets and liabilities of the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport. It will not be accounted for as a business combination. Royal Dutch and Shell Transport entered into a scheme of amalgamation dated 12 September 1906 and agreements from 1907 by which the scheme of amalgamation was implemented and pursuant to which they "amalgamated" their interests in the oil industry in a transaction that would have been accounted for as a business combination under current accounting standards. Since that time, Royal Dutch has owned 60% of the Royal Dutch/ Shell Group and Shell Transport has owned 40% of the Royal Dutch/ Shell Group. All operating activities have been conducted through the Royal Dutch/ Shell Group and the Royal Dutch/ Shell Group has operated as a single economic enterprise. Economic interests of the Royal Dutch and Shell Transport shareholders in the Royal Dutch/ Shell Group reflect the 60:40 economic interests of Royal Dutch and Shell Transport in the Royal Dutch/ Shell Group. The Transaction would have little impact on the economic rights and exposures of the Parent Company shareholders, as the separate assets and liabilities of the Parent Companies are not material in relation to their interests in the Royal Dutch/ Shell Group, and the Transaction would not result in the acquisition of any new businesses or operating assets and liabilities. In addition, the Transaction would not affect the proved oil and gas reserve information reported by the Royal Dutch/ Shell Group and the Parent Companies. While the Transaction would result in the inclusion of the Parent Companies in the consolidated financial statements of Royal Dutch Shell, we believe that the effect of such inclusion would be de minimis, as shown in the pro forma financial information included herein.

**Unaudited Condensed Pro Forma Combined Balance Sheet as at December 31, 2004**

**U.S. GAAP**

| | Royal Dutch Shell | Royal Dutch/ Shell Group | Royal Dutch | Shell Transport | Pro forma adjustments | Pro forma combined Royal Dutch Shell |
|---|---|---|---|---|---|---|
| | Note 1 | Note 2 | Note 3 | Note 4 | Note 5 | Note 6 |
| | | | | $ million | | |
| **Fixed assets** | | | | | | |
| Tangible assets | — | 88,940 | — | — | — | 88,940 |
| Intangible assets | — | 4,890 | — | — | — | 4,890 |
| Investments: | | | | | | |
| companies of the Royal Dutch/ Shell Group | — | — | 50,746 | 33,830 | (84,576) [a] | — |
| associated companies | — | 19,743 | — | — | — | 19,743 |
| securities | — | 1,627 | — | — | — | 1,627 |
| other | — | 1,121 | 244 | 160 | (404)[b] | 1,121 |
| **Total fixed assets** | — | 116,321 | 50,990 | 33,990 | (84,980) | 116,321 |
| **Other long-term assets** | — | 14,642 | — | — | — | 14,642 |
| **Current assets** | | | | | | |
| Inventories | — | 15,391 | — | — | — | 15,391 |
| Accounts receivable | 1 | 37,998 | 3,012 | 1,870 | (4,818) [c] | 38,063 |
| Investments | 391 | — | — | — | (391)[d] | — |
| Cash and cash equivalents | 12 | 8,459 | 344 | 393 | (29)[e] | 9,179 |
| **Total current assets** | 404 | 61,848 | 3,356 | 2,263 | (5,238) | 62,633 |
| **Current liabilities:** amounts due within one year | | | | | | |
| Short-term debt | — | (5,822) | — | — | 60[f] | (5,762) |
| Accounts payable and accrued liabilities | (7) | (40,207) | (18) | (29) | 308[g] | (39,953) |
| Taxes payable | — | (9,885) | — | — | — | (9,885) |
| Dividends payable | — | (4,750) | — | — | 4,750[c] | — |
| **Total current liabilities** | (7) | (60,664) | (18) | (29) | 5,118 | (55,600) |
| **Net current assets/(liabilities)** | 397 | 1,184 | 3,338 | 2,234 | (120) | 7,033 |
| **Total assets less current liabilities** | 397 | 132,147 | 54,328 | 36,224 | (85,100) | 137,996 |
| **Long-term liabilities**: amounts due after more than one year | | | | | | |
| Long-term debt | — | (8,600) | — | — | — | (8,600) |
| Other | — | (8,065) | — | — | — | (8,065) |
| | — | (16,665) | — | — | — | (16,665) |
| **Provisions** | | | | | | |
| Deferred taxation | — | (14,844) | — | — | — | (14,844) |
| Pensions and similar obligations | — | (5,044) | — | — | — | (5,044) |
| Decommissioning and restoration costs | — | (5,709) | — | — | — | (5,709) |
| | — | (25,597) | — | — | — | (25,597) |
| **Group net assets before minority interests** | 397 | 89,885 | 54,328 | 36,224 | (85,100) | 95,734 |
| Minority interests | — | (5,309) | — | — | — | (5,309) |
| **Net assets** | 397 | 84,576 | 54,328 | 36,224 | (85,100) | 90,425 |
| **Shareholders' equity** | 397 | 84,576 | 54,328 | 36,224 | (85,100) [h] | 90,425 |

**Unaudited Condensed Pro Forma Combined Income Statement for the year ended**

**December 31, 2004**

**U.S. GAAP**

| | Royal Dutch Shell* | Royal Dutch/ Shell Group | Royal Dutch | Shell Transport | Pro forma adjustments | Pro forma combined Royal Dutch Shell |
|---|---|---|---|---|---|---|
| | Note 1 | Note 2 | Note 3 | Note 4 | Note 5 | Note 6 |
| | | | $ million (except per share amounts) | | | |
| Sales proceeds | — | 337,522 | — | — | — | 337,522 |
| Sales taxes, excise duties and similar levies | — | (72,332) | — | — | — | (72,332) |
| **Net proceeds** | — | 265,190 | — | — | — | 265,190 |
| Cost of sales | — | (221,678) | — | — | — | (221,678) |
| **Gross profit** | — | 43,512 | — | — | — | 43,512 |
| Selling and distribution expenses | — | (12,340) | — | — | — | (12,340) |
| Administrative expenses | (3) | (2,516) | (10) | (13) | — | (2,542) |
| Exploration | — | (1,823) | — | — | — | (1,823) |
| Research and development | — | (553) | — | — | — | (553) |
| Share of operating profit of associated companies | — | 5,653 | — | — | — | 5,653 |
| **Operating profit** | (3) | 31,933 | (10) | (13) | — | 31,907 |
| Share in net income of Royal Dutch/ Shell Group | — | — | 10,910 | 7,273 | (18,183) (i) | — |
| Interest and other income | 1 | 1,705 | 12 | 13 | (1)(j) | 1,730 |
| Interest expense | — | (1,214) | — | — | 1(j) | (1,213) |
| Currency exchange losses | — | (39) | — | — | — | (39) |
| **Income before taxation** | (2) | 32,385 | 10,912 | 7,273 | (18,183) | 32,385 |
| Taxation | — | (15,136) | (1) | — | — | (15,137) |
| Income after taxation | (2) | 17,249 | 10,911 | 7,273 | (18,183) | 17,248 |
| Income applicable to minority interests | — | (626) | — | — | — | (626) |
| **Income from continuing operations** | (2) | 16,623 | 10,911 | 7,273 | (18,183) | 16,622 |
| Income from discontinued operations, net of tax | — | 1,560 | — | — | — | 1,560 |
| **Net income** | (2) | 18,183 | 10,911 | 7,273 | (18,183) | 18,182 |
| **Earnings per share (Note 7) ($)** | | | | | | |
| Basic | — | N/A | 5.39 | 0.77 | N/A | 2.69 |
| Diluted | — | N/A | 5.39 | 0.77 | N/A | 2.68 |

* For the period from October 21, 2004 to December 31, 2004.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004**

**Note 1: Royal Dutch Shell**

Royal Dutch Shell has not engaged in any operational activities since its incorporation. Apart from the contemplated Transaction, Royal Dutch Shell has only borne the costs of administration expenses, acquired investments and issued share capital. Between the date of incorporation and the date of acquisition by Shell RDS Holding B.V. (October 21, 2004) these activities relate to previous owners and are inconsequential in amount. Under U.S. GAAP, financial statements are not required to be presented for the period from January 1, 2004 to October 21, 2004.

Information on the Royal Dutch Shell balance sheet has been derived from the audited financial statements of Royal Dutch Shell included on pages F-1 – F-18.

The income statement figures reflect Royal Dutch Shell's historical results of operation from October 21, 2004 to December 31, 2004 in accordance with U.S. GAAP and presented in U.S. dollars.

| | Royal Dutch Shell Income Statement Period ended December 31, 2004 | | |
|---|---|---|---|
| | UK GAAP[a] | Push down accounting[b] | U.S. GAAP |
| | ($ million) | ($ million) | ($ million) |
| Administrative expenses | — | (3) | (3) |
| **Operating profit** | — | (3) | (3) |
| Interest and other income | 1 | — | 1 |
| **Income before taxation** | 1 | (3) | (2) |
| Taxation | — | — | — |
| Net income | 1 | (3) | (2) |

(a) The figures for Royal Dutch Shell included in this column are derived from the audited financial statements of Royal Dutch Shell included on pages F-1 – F-18. These are prepared in accordance with UK GAAP and presented in U.S. dollars.

(b) Under U.S. GAAP push down accounting requirements, the excess of the consideration paid by Shell RDS Holding B.V. over the book value of the net assets of Royal Dutch Shell at the date of acquisition (which did not differ from the fair value) would have been recorded as an increase in equity and would have been charged to the Income Statement of Royal Dutch Shell as an organization cost.

**Note 2: Royal Dutch/ Shell Group**

The 2004 balance sheet and income statement figures for the Royal Dutch/ Shell Group are derived from the audited historical financial statements of the Royal Dutch/ Shell Group contained in the 2004 Form 20-F/A. These financial statements are prepared in accordance with U.S. GAAP and presented in U.S. dollars.

## Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004

### Note 3: Royal Dutch

The balance sheet and income statement figures for Royal Dutch reflect its historical financial position and results of operations in accordance with U.S. GAAP and presented in U.S. dollars. Set forth below are tables that present a reconciliation of the financial position and results of operations of Royal Dutch, the financial statements of which are prepared in accordance with Netherlands GAAP and presented in euros, to U.S. GAAP and a conversion of the line items into U.S. dollars.

**Royal Dutch Balance Sheet**
**As at December 31, 2004**

| | Netherlands GAAP[a] | Amortization goodwill[b](i) | Impairments[b](ii) | Reversal of impairments[b](iii) | U.S. GAAP | U.S. GAAP[c] |
|---|---|---|---|---|---|---|
| | (€ million) | (€ million) | (€ million) | (€ million) | (€ million) | ($ million) |
| **Fixed assets** | | | | | | |
| Investments: | | | | | | |
| companies of the Royal Dutch/ Shell Group | 37,018 | 200 | 200 | (206) | 37,212 | 50,746 |
| other investments | 179 | — | — | — | 179 | 244 |
| **Total fixed assets** | 37,197 | 200 | 200 | (206) | 37,391 | 50,990 |
| **Current assets** | | | | | | |
| Accounts receivable | 2,209 | — | — | — | 2,209 | 3,012 |
| Cash and cash equivalents | 252 | — | — | — | 252 | 344 |
| **Total current assets** | 2,461 | — | — | — | 2,461 | 3,356 |
| **Current liabilities:** amounts due within one year: | | | | | | |
| Accounts payable and accrued liabilities | (13) | — | — | — | (13) | (18) |
| **Total current liabilities** | (13) | — | — | — | (13) | (18) |
| **Net current assets** | 2,448 | — | — | — | 2,448 | 3,338 |
| **Net assets** | 39,645 | 200 | 200 | (206) | 39,839 | 54,328 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004**

| | Royal Dutch Income Statement Year ended December 31, 2004 | | | | | |
|---|---|---|---|---|---|---|
| | Netherlands GAAP[a] | Amortization of goodwill[b](i) | Impairments[b](ii) | Reversal of impairments[b](iii) | U.S. GAAP | U.S. GAAP[d] |
| | (€ million) | (€ million) | (€ million) | (€ million) | (€ million) | ($ million) |
| Administrative expenses | (8) | — | — | — | (8) | (10) |
| **Operating profit** | (8) | — | — | — | (8) | (10) |
| Share in net income of Royal Dutch/ Shell Group | 8,712 | 81 | 220 | (226) | 8,787 | 10,910 |
| Interest and other income | 10 | — | — | — | 10 | 12 |
| **Income before taxation** | 8,714 | 81 | 220 | (226) | 8,789 | 10,912 |
| Taxation | (1) | — | — | — | (1) | (1) |
| **Net income** | 8,713 | 81 | 220 | (226) | 8,788 | 10,911 |
| | € | € | € | € | € | $ |
| **Earnings per share[e]** | | | | | | |
| Basic | 4.31 | 0.04 | 0.11 | (0.11) | 4.35 | 5.39 |
| Diluted | 4.30 | 0.04 | 0.11 | (0.11) | 4.34 | 5.39 |

(a) The figures for Royal Dutch included in this column are derived from the audited financial statements of Royal Dutch contained in the 2004 Form 20-F/A. These are prepared in accordance with Netherlands GAAP and presented in euros.

(b) The figures in these columns reflect the adjustment required to reconcile Royal Dutch's financial position and results from operations from Netherlands GAAP to U.S. GAAP.

(i) An adjustment to Royal Dutch's share of net income and net assets of Royal Dutch/Shell Group companies to eliminate the amortization of goodwill. Under U.S. GAAP, goodwill is not amortized, but tested for impairment annually or when certain events occur that indicate potential impairment. Under Netherlands GAAP, goodwill is amortized on a straight-line basis over its estimated useful economic life, which is assumed not to exceed 20 years unless there are grounds to rebut this assumption;

(ii) An adjustment to Royal Dutch's share of net income and net assets in relation to impairments. Under U.S. GAAP, only if an asset's estimated undiscounted future cash flows are below its carrying amount is a determination required of the amount of any impairment based on discounted cash flows. There is no undiscounted test under Netherlands GAAP; and

(iii) An adjustment to Royal Dutch's share of net income and net assets of Group companies in relation to recoverability of assets. Under U.S. GAAP, reversals of impairments are not permitted. Under Netherlands GAAP, a favorable change in the circumstances which results in an impairment would trigger the requirement for a redetermination of the amount of the impairment and any reversal is recognized in income.

(c) This column presents Royal Dutch's financial position in accordance with U.S. GAAP, translated into U.S. dollars using the closing exchange rate as at December 31, 2004 ($1 = €0.73).

(d) This column represents Royal Dutch's income statement in accordance with U.S. GAAP, translated into U.S. dollars using the average exchange rate during 2004 ($1 = €0.81), with the exception of the dividends received from the Royal Dutch/Shell Group companies, which were translated at the exchange rates on the dates of payment of those dividends.

(e) The basic earnings per share amounts shown are based on net income and after deducting the 4% cumulative preference dividend on Royal Dutch priority shares, which dividend totaled €26,880 in 2004. The calculation uses a weighted average number of Royal Dutch ordinary shares of 2,023,212,126 in 2004. This

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004**

amount is based on outstanding Royal Dutch ordinary shares, after deduction of Royal Dutch ordinary shares held by Royal Dutch/ Shell Group companies in respect of share options and other incentive compensation plans. For the purpose of the calculation, Royal Dutch ordinary shares repurchased under the buyback program are deemed to have been canceled on the purchase date.

Diluted earnings per share are based on net income and after deducting the 4% cumulative preference dividend on Royal Dutch priority shares. For this calculation, the weighted number of Royal Dutch ordinary shares is increased by 2,283,163 for 2004 to reflect the dilutive effect of potentially issuable shares relating to share options and other incentive compensation plans.

**Note 4: Shell Transport**

The balance sheet and income statement figures for Shell Transport reflect its historical financial position and results of operations in accordance with U.S. GAAP and presented in U.S. dollars. Set forth below are tables that present a reconciliation of the financial position and results of operations of Shell Transport, the financial statements of which are prepared in accordance with UK GAAP and presented in pounds sterling, to U.S. GAAP and a conversion of the line items into U.S. dollars.

**Shell Transport Balance Sheet**
**As at December 31, 2004**

| | UK GAAP[a] | Dividends payable[b](i) | Amortization of goodwill[b](ii) | Impairments[b](iii) | Reversal of impairments[b](iv) | U.S. GAAP | U.S. GAAP[c] |
|---|---|---|---|---|---|---|---|
| | (£ million) | (£ million) | (£ million) | (£ million) | (£ million) | (£ million) | ($ million) |
| **Fixed assets** | | | | | | | |
| Investments: | | | | | | | |
| companies of the Royal Dutch/ Shell Group | 17,452 | — | 94 | 95 | (97) | 17,544 | 33,830 |
| other investment | 83 | — | — | — | — | 83 | 160 |
| **Total fixed assets** | 17,535 | — | 94 | 95 | (97) | 17,627 | 33,990 |
| **Current assets** | | | | | | | |
| Accounts receivable | 970 | — | — | — | — | 970 | 1,870 |
| Cash and cash equivalents | 204 | — | — | — | — | 204 | 393 |
| **Total current assets** | 1,174 | — | — | — | — | 1,174 | 2,263 |
| **Current liabilities:** amounts due within one year Accounts payable and accrued liabilities | (15) | — | — | — | — | (15) | (29) |
| Dividends payable | (1,030) | 1,030 | — | — | — | — | — |
| **Total current liabilities** | (1,045) | 1,030 | — | — | — | (15) | (29) |
| **Net current assets** | 129 | 1,030 | — | — | — | 1,159 | 2,234 |
| **Net assets** | 17,664 | 1,030 | 94 | 95 | (97) | 18,786 | 36,224 |

## Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004

| | Shell Transport Income Statement Year ended December 31, 2004 | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | UK GAAP[a] | Less: Income from shares in Royal Dutch/ Shell Group[b](v) | Share in Netherlands GAAP net income of Royal Dutch/ Shell Group[b](vi) | Amortization of goodwill[b](ii) | Impairments[b](iii) | Reversal of impairments[b](iv) | U.S. GAAP | U.S. GAAP[d] |
| | (£ million) | (£ million) | (£ million) | (£ million) | (£ million) | (£ million) | (£ million) | ($ million) |
| Administrative expenses | (7) | — | — | — | — | — | (7) | (13) |
| **Operating profit** | (7) | — | — | — | — | — | (7) | (13) |
| Income from associated companies | 1,735 | (1,735) | — | — | — | — | — | — |
| Share of operating profit of associated companies | — | — | 3,939 | 37 | 100 | (103) | 3,973 | 7,273 |
| Interest and other income | 7 | — | — | — | — | — | 7 | 13 |
| **Income before taxation** | 1,735 | (1,735) | 3,939 | 37 | 100 | (103) | 3,973 | 7,273 |
| Taxation | — | — | — | — | — | — | — | — |
| **Net income** | 1,735 | (1,735) | 3,939 | 37 | 100 | (103) | 3,973 | 7,273 |
| | Pence | Pence | Pence | Pence | Pence | Pence | Pence | $ |
| **Earnings per share[e]** | | | | | | | | |
| Basic | 18.3 | (18.3) | 41.5 | 0.4 | 1.1 | (1.1) | 41.9 | 0.77 |
| Diluted | 18.3 | (18.3) | 41.5 | 0.4 | 1.1 | (1.1) | 41.9 | 0.77 |

(a) The figures for Shell Transport included in this column are derived from the audited financial statements of Shell Transport included in the 2004 Form 20-F/A. These are prepared in accordance with UK GAAP and presented in pounds sterling.

(b) Under UK GAAP, Shell Transport, as a parent company with no subsidiaries, accounts for its share of earnings in the Royal Dutch/ Shell Group on a dividend receivable basis in its profit and loss account. Its investment in the Royal Dutch/ Shell Group is at a directors' valuation based on 40% of the net assets of the Royal Dutch/Shell Group as shown in the separate Netherlands GAAP information presented by the Royal Dutch/ Shell Group. This is not in accordance with U.S. GAAP which, in the circumstances of Shell Transport, would require equity accounting. The figures in these columns reflect the adjustments required to reconcile Shell Transport's financial position and results from operations from UK GAAP to U.S. GAAP.

(i) Under U.S. GAAP, £1,030 million of dividends declared after year-end 2004 but before the applicable financial statements are approved, which are accrued under UK GAAP, are not recognized at year-end;

(ii) An adjustment to Shell Transport's share of net income and net assets of Royal Dutch/Shell Group companies to eliminate the amortization of goodwill. Under U.S. GAAP, goodwill is not amortized but tested for impairment annually or when certain events occur that indicate potential impairment. Under Netherlands GAAP, goodwill is amortized on a straight-line basis over its estimated useful economic life, which is assumed not to exceed 20 years unless there are grounds to rebut this assumption;

(iii) An adjustment to Shell Transport's share of net income and net assets of Royal Dutch/Shell Group companies in relation to impairments. Under U.S. GAAP, only if an asset's estimated undiscounted future cash flows are below its carrying amount is a determination required of the amount of any impairment based on discounted cash flows. There is no undiscounted test under Netherlands GAAP;

(iv) An adjustment to Shell Transport's share of net income and net assets of Royal Dutch/Shell Group companies in relation to recoverability of assets. Under U.S. GAAP, reversals of impairments are not

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004**

permitted. Under Netherlands GAAP, a favorable change in the circumstances which had resulted in an impairment would trigger the requirement for a redetermination of the amount of the impairment and any reversal is recognized in income;

(v) An adjustment to eliminate the income from shares in Royal Dutch/Shell Group companies recognized under UK GAAP; and

(vi) An adjustment to include Shell Transport's share in Netherlands GAAP net income of Royal Dutch/Shell Group companies.

(c) This column presents Shell Transport's financial position in accordance with U.S. GAAP, translated into U.S. dollars using the closing exchange rate as at December 31, 2004 ($1 = £0.52).

(d) This column represents Shell Transport's income statement in accordance with U.S. GAAP, translated into U.S. dollars using the average exchange during 2004 ($1 = £0.55) with the exception of the dividends received from the Royal Dutch/ Shell Group companies, which were translated at the exchange rate on the date of payment of those dividends.

(e) The basic earnings per share amounts shown are calculated after deducting the 5.5% and 7% cumulative dividend on Shell Transport First preference shares and Shell Transport Second preference shares, respectively, which dividends totaled £0.8 million in 2004. The calculation uses a weighted average number of Shell Transport ordinary shares of 9,480,407,909 in 2004. The earnings per share calculation excludes Shell Transport ordinary shares held by Royal Dutch/ Shell Group companies for share options and other incentive compensation plans. For the purpose of the calculation, Shell Transport ordinary shares repurchased under the buyback program are deemed to have been canceled on the purchase date.

Diluted earnings per share are calculated after deducting the 5.5% and 7% cumulative dividend on Shell Transport First preference shares and Shell Transport Second preference shares, respectively. For this calculation, the weighted number of Shell Transport ordinary shares is increased by 4,772,177 for 2004 to reflect the dilutive effect of potentially issuable shares relating to share option and other incentive compensation plans.

**Note 5: Pro forma adjustments**

This column gives effect to the adjustments necessary to reflect the Transaction (including the combination of Royal Dutch Shell, the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport), the Share Redemptions and, in the case of the balance sheet, to reflect the incurrence of transaction costs.

Royal Dutch currently owns 60% of the Royal Dutch/ Shell Group and Shell Transport owns 40% and the exchange ratios have been set to give effect to this ownership of their economic interest in the Royal Dutch/ Shell Group. The transactions to give effect to this are the exchange of outstanding Royal Dutch ordinary shares for Class A Shares and Class A ADRs in the offer and the cancelation of outstanding Shell Transport ordinary shares and Shell Transport ADRs and issuance of Class B Shares and Class B ADRs in the Scheme of Arrangement. These steps are transactions between entities within the unaudited condensed pro forma combined financial statements and are eliminated upon consolidation.

(a) This adjustment of $84,576 million as at December 31, 2004 reflects the elimination of the investments of Royal Dutch and Shell Transport in the equity of the Royal Dutch/ Shell Group (reflected in the historical accounts of Royal Dutch and Shell Transport). The corresponding adjustment is to "Shareholders' equity".

(b) This adjustment of $404 million as at December 31, 2004 reflects the elimination of the investments of Royal Dutch and Shell Transport in the equity of Royal Dutch Shell. The corresponding adjustment is to "Shareholders' equity". This transaction is between entities within the unaudited condensed pro forma combined financial information and is eliminated upon consolidation.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004**

(c) This adjustment of $4,818 million as at December 31, 2004 reflects:

- the elimination of dividends payable by the Royal Dutch/ Shell Group to Royal Dutch and Shell Transport as at December 31, 2004 of $4,750 million (included within "Dividends payable" in the Royal Dutch/ Shell Group balance sheet). These dividends due to Royal Dutch and Shell Transport are included within "Accounts receivable" in the balance sheets of Royal Dutch and Shell Transport. The adjustment eliminates the "Accounts receivable" in the Royal Dutch and Shell Transport balance sheets and the offsetting "Dividends payable" in the Royal Dutch/ Shell Group balance sheet;

- the elimination of a $60 million short-term deposit by Royal Dutch with a Royal Dutch/ Shell Group company as at December 31, 2004. The adjustment eliminates within "Accounts receivable" in the Royal Dutch balance sheet and the offsetting "Short-term debt" in the Royal Dutch/ Shell Group balance sheet;

- the elimination of $2 million of expenses prepaid by a Royal Dutch/ Shell Group company on behalf of Shell Transport as at December 31, 2004. The adjustment eliminates within "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Accounts payable and accrued liabilities" in the Shell Transport balance sheet; and

- the elimination of a $6 million amount payable by Royal Dutch Shell to a Royal Dutch/ Shell Group company as at December 31, 2004. The adjustment eliminates within "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Accounts payable and accrued liabilities" in the Royal Dutch Shell balance sheet.

(d) This adjustment of $391 million reflects the elimination of Royal Dutch Shell short-term investments held with a Royal Dutch/ Shell Group company as at December 31, 2004. The adjustment eliminates the "Investments" in the Royal Dutch Shell balance sheet and the offsetting "Accounts payable and accrued liabilities" in the Royal Dutch/ Shell Group balance sheet.

(e) This adjustment of $29 million reflects the redemption by Royal Dutch of the Royal Dutch priority shares for aggregate consideration of approximately $1 million and the cancelation and repayment by Shell Transport of the Shell Transport First preference shares and Shell Transport Second preference shares for aggregate consideration of approximately $28 million. These amounts will be paid in cash and will reduce "Shareholders' equity" by $29 million.

(f) This adjustment of $60 million reflects the elimination of a short-term deposit by Royal Dutch with a Royal Dutch/ Shell Group company as at December 31, 2004. The adjustment eliminates within "Short-term debt" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Accounts receivable" in the Royal Dutch balance sheet;

(g) This adjustment of $308 million as at December 31, 2004, reflects:

- the estimated costs of the Transaction to be incurred after December 31, 2004 of $91 million. The charge of $91 million has been included as an accrual within "Accounts payable and accrued liabilities" in the balance sheet. The corresponding adjustment is to "Shareholders' equity";

- the elimination of $2 million of expenses prepaid by a Royal Dutch/ Shell Group company on behalf of Shell Transport as at December 31, 2004. The adjustment eliminates within "Accounts payable and accrued liabilities" in the Shell Transport balance sheet and the offsetting "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet;

- the elimination of a $6 million Royal Dutch Shell amount payable to a Royal Dutch/ Shell Group company as at December 31, 2004. The adjustment eliminates within "Accounts payable and accrued liabilities" in the Royal Dutch Shell balance sheet and the offsetting "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet; and

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004**

- the elimination of $391 million Royal Dutch Shell deposited with a Royal Dutch/ Shell Group company as at December 31, 2004. The adjustment eliminates within "Accounts payable and accrued liabilities" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Investments" in the Royal Dutch Shell balance sheet.

(h) The adjustment to "Shareholders' equity" reflects the elimination of the Royal Dutch and Shell Transport investment in the equity of the Royal Dutch/ Shell Group of $84,576 million as at December 31, 2004, noted in (a) above, the elimination of the Royal Dutch and Shell Transport investment in the equity of Royal Dutch Shell of $404 million as at December 31, 2004, noted in (b) above, the accrual for costs of the Transaction, to be incurred after December 31, 2004, of $91 million noted in (g) above and $29 million for the redemption of the Royal Dutch priority shares and the cancelation and repayment of Shell Transport preference shares noted in (e) above.

(i) This adjustment of $18,183 million as at December 31, 2004 represents the elimination of Royal Dutch's and Shell Transport's income derived from their interests in the Royal Dutch/ Shell Group.

(j) This adjustment represents the elimination of Royal Dutch Shell interest income derived from a Royal Dutch/ Shell Group company. The adjustment eliminates the "Interest and other income" in the Royal Dutch Shell profit and loss account and the offsetting "Interest expense" in the Royal Dutch/ Shell Group profit and loss account.

**Note 6: Pro forma combined Royal Dutch Shell**

This column in the income statement and balance sheet reflects the Unaudited Condensed Pro forma Combined Income Statement and Balance Sheet of Royal Dutch Shell in accordance with U.S. GAAP and presented in U.S. dollars in order to give a better understanding of what the results of operations and financial position of Royal Dutch Shell might have looked like on a combined basis had the Transaction occurred on an earlier date.

**Note 7: Earnings per share**

After the Transaction and the exchange of Royal Dutch and Shell Transport shares for Royal Dutch Shell shares, the earnings per share for the shareholders of Royal Dutch and Shell Transport are expected to be equivalent with that for Royal Dutch Shell.

(a) Earnings per share

Earnings for Royal Dutch, Shell Transport and Royal Dutch Shell (in accordance with U.S. GAAP and presented in U.S. dollars) and the number of shares outstanding at December 31, 2004 are as follows:

| | Royal Dutch | Shell Transport | Royal Dutch Shell | Pro forma combined Royal Dutch Shell |
|---|---|---|---|---|
| Earnings ($ million) at December 31, 2004 | 10,911 | 7,273 | (2) | 18,182 |
| Shares outstanding at December 31, 2004 | 2,081,725,000 | 9,624,900,000 | — | 6,929,002,027 |

The earnings for the shareholders of Royal Dutch and Shell Transport are reduced by the results from Royal Dutch Shell. The Royal Dutch Shell amount reflects the historical results of operations from October 21, 2004 to December 31, 2004.

The unaudited basic and diluted earnings per share for the Royal Dutch Shell on a pro forma combined basis are calculated using net income of $18,182 million at December 31, 2004 and a weighted average number of shares of 6,770,458,923 at December 31, 2004 for the basic earnings per share and 6,776,396,454 at December 31, 2004 for the diluted earnings per share.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004**

The weighted average number of shares outstanding during 2004 for Royal Dutch Shell is based on the equivalent weighted average number of shares for Royal Dutch and Shell Transport (see Note 7(b) (below).

| | Royal Dutch | Shell Transport | Pro forma combined Royal Dutch Shell |
|---|---|---|---|
| Average number of shares outstanding during 2004 | 2,023,212,126 | 9,480,407,909 | 6,770,458,923 |
| Diluted average number of shares outstanding during 2004 | 2,025,495,289 | 9,485,180,086 | 6,776,396,454 |
| | $ | $ | $ |
| Earnings per share: | | | |
| Basic | 5.39 | 0.77 | 2.69 |
| Diluted | 5.39 | 0.77 | 2.68 |

For illustrative purposes earnings per share is presented below as if the exchange of Royal Dutch and Shell Transport shares for Royal Dutch Shell equivalent shares had occurred on January 1, 2004. Under the terms of the Transaction, Royal Dutch and Shell Transport shares are expected to be exchanged at the agreed ratios of 1:2 and 1:0.287333066 respectively. The earnings per share for the shareholders of Royal Dutch and Shell Transport are expected to be equivalent with that for Royal Dutch Shell.

| | Royal Dutch | Shell Transport | Pro forma combined Royal Dutch Shell |
|---|---|---|---|
| Average number of Royal Dutch Shell equivalent shares outstanding during 2004 | 4,046,424,252 | 2,724,034,671 | 6,770,458,923 |
| Diluted average number of Royal Dutch Shell equivalent shares outstanding during 2004 | 4,050,990,578 | 2,725,405,876 | 6,776,396,454 |
| | $ | $ | $ |
| Earnings per share based on Royal Dutch Shell equivalent shares: | | | |
| Basic | 2.70 | 2.67 | 2.69 |
| Diluted | 2.69 | 2.67 | 2.68 |

(b) Calculation of weighted average number of shares

The weighted average number of shares is based on outstanding shares, after deduction of shares held by Royal Dutch/ Shell Group companies in respect of stock options and other incentive compensation plans, assuming the Royal Dutch and Shell Transport shares relating to share options schemes will be exchanged 100% and in the same ratio as mentioned above. For the purpose of the calculation, shares repurchased under the Royal Dutch and Shell Transport buyback programs are deemed to have been canceled on the purchase date.

Diluted earnings per share are based on the same net income figures. For this calculation the weighted average number of Royal Dutch and Shell Transport shares that would have been exchanged at the agreed ratios is increased by 5,937,531 at December 31, 2004 for the dilutive effect of potentially issuable shares relating to share options plans as mentioned above.

**Note 8: Reconciliation of pro forma US GAAP and International Financial Reporting Standards (“IFRS”)**

Royal Dutch Shell has adopted IFRS in 2005.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004**

The following table provides a reconciliation between U.S. GAAP and IFRS for Royal Dutch Shell of shareholders' equity (group equity) and net income (income attributable to equity holders) on an unaudited pro forma combined basis as at and for the year ended December 31, 2004. There are no differences for Royal Dutch, Shell Transport or Royal Dutch Shell between U.S. GAAP and IFRS that will require adjustment for the Royal Dutch Shell Group pro forma.

| | $ million |
|---|---|
| **Pro forma shareholders' equity under U.S. GAAP** | 90,425 |
| Employee benefits[(a)] | (4,954) |
| Impairments[(b)] | (260) |
| Reversal of impairments[(c)] | 469 |
| Major inspection costs[(d)] | 564 |
| Other | (296) |
| **Pro forma group equity under IFRS** | 85,948 |

| | $ million |
|---|---|
| **Pro forma net income under U.S. GAAP** | 18,182 |
| Employee benefits[(a)] | (176) |
| Impairments[(b)] | (260) |
| Reversal of impairments[(c)] | 469 |
| Major inspection costs[(d)] | 196 |
| Cumulative currency translation differences[(e)] | 130 |
| Share based compensation[(a)] | (115) |
| Other | 114 |
| **Pro forma income attributable to equity holders under IFRS** | 18,540 |

The significant adjustments affecting income and equity are described below. These have been derived without material adjustment from the unaudited First Quarter 2005 Condensed Interim Financial Report of the Royal Dutch/ Shell Group.

(a) Employee benefits including share based compensation

Unrecognized gains and losses related to defined benefit pension arrangements and other post retirement benefits at the date of transition have been recognized in the 2004 opening balance sheet, with a corresponding reduction in equity.

The use of the fair value of pension plan assets (rather than market-related value) to calculate annual expected investment returns and the changed approach to amortization of investment gains/ losses can be expected to increase volatility in income going forward.

Share option awards made after November 7, 2002 and not vested at January 1, 2005 are expensed rather than the practice under U.S. GAAP of pro forma disclosure.

(b) Impairments

Under U.S. GAAP, only if an asset's estimated undiscounted future cash flows are below its carrying amount is a determination required of the amount of any impairment based on discounted cash flows. There is no undiscounted test under IFRS.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2004**

(c) Reversal of impairments

Under U.S. GAAP, impairments are not reversed. Under IFRS, a favorable change in the circumstances which resulted in an impairment of an asset other than goodwill would trigger the requirement for a redetermination of the amount of the impairment and any reversal is recognized in income.

(d) Major inspection costs

Major inspection costs are capitalized and amortized to income over the period until the next planned major inspection. Under U.S. GAAP, prior to 2005, these costs were expensed as incurred.

(e) Cumulative currency translation differences (“CCTD”)

At transition the composition of equity changed because the balance of CCTD under U.S. GAAP was eliminated to increase retained earnings. Equity in total was not impacted.

**Unaudited Condensed Pro Forma Combined Balance Sheet as at December 31, 2003**

**U.S. GAAP**

| | Royal Dutch Shell | Royal Dutch/ Shell Group | Royal Dutch | Shell Transport | Pro forma adjustments | Pro forma combined Royal Dutch Shell |
|---|---|---|---|---|---|---|
| | Note 1 | Note 2 | Note 3 | Note 4 $ million | Note 5 | Note 6 |
| **Fixed assets** | | | | | | |
| Tangible assets | — | 87,088 | — | — | — | 87,088 |
| Intangible assets | — | 4,735 | — | — | — | 4,735 |
| Investments: | | | | | | |
| companies of the Royal Dutch/ Shell Group | — | — | 43,498 | 28,999 | (72,497) [(a)] | — |
| associated companies | — | 19,371 | — | — | — | 19,371 |
| securities | — | 2,317 | — | — | — | 2,317 |
| other | — | 1,086 | — | — | — | 1,086 |
| **Total fixed assets** | — | 114,597 | 43,498 | 28,999 | (72,497) | 114,597 |
| **Other long-term assets** | — | 11,349 | — | — | — | 11,349 |
| **Current assets** | | | | | | |
| Inventories | — | 12,690 | — | — | — | 12,690 |
| Accounts receivable | — | 28,969 | 3,592 | 2,034 | (5,582) [(b)] | 29,013 |
| Cash and cash equivalents | — | 1,952 | 10 | 155 | (29)[(c)] | 2,088 |
| **Total current assets** | — | 43,611 | 3,602 | 2,189 | (5,611) | 43,791 |
| **Current liabilities:** amounts due within one year | | | | | | |
| Short-term debt | — | (11,027) | — | — | 458[(d)] | (10,569) |
| Accounts payable and accrued liabilities | — | (32,347) | (13) | (24) | (114)[(e)] | (32,498) |
| Taxes payable | — | (5,927) | — | — | — | (5,927) |
| Dividends payable | — | (5,123) | — | — | 5,123[(b)] | — |
| **Total current liabilities** | — | (54,424) | (13) | (24) | 5,467 | (48,994) |
| **Net current assets/(liabilities)** | — | (10,813) | 3,589 | 2,165 | (144) | (5,203) |
| **Total assets less current liabilities** | — | 115,133 | 47,087 | 31,164 | (72,641) | 120,743 |
| **Long-term liabilities**: amounts due after more than one year | | | | | | |
| Long-term debt | — | (9,100) | — | — | — | (9,100) |
| Other | — | (6,054) | — | — | — | (6,054) |
| | — | (15,154) | — | — | — | (15,154) |
| **Provisions** | | | | | | |
| Deferred taxation | — | (15,185) | — | — | — | (15,185) |
| Pensions and similar obligations | — | (4,927) | — | — | — | (4,927) |
| Decommissioning and restoration costs | — | (3,955) | — | — | — | (3,955) |
| | — | (24,067) | — | — | — | (24,067) |
| **Royal Dutch/ Shell Group net assets before minority interests** | — | 75,912 | 47,087 | 31,164 | (72,641) | 81,522 |
| Minority interests | — | (3,415) | — | — | — | (3,415) |
| **Net assets** | — | 72,497 | 47,087 | 31,164 | (72,641) | 78,107 |
| **Shareholders' equity** | — | 72,497 | 47,087 | 31,164 | (72,641) [(f)] | 78,107 |

**Unaudited Condensed Pro Forma Combined Income Statement for the year ended**

**December 31, 2003**

**U.S. GAAP**

| | Royal Dutch Shell | Royal Dutch/ Shell Group | Royal Dutch | Shell Transport | Pro forma adjustments | Pro forma combined Royal Dutch Shell |
|---|---|---|---|---|---|---|
| | Note 1 | Note 2 | Note 3 | Note 4 | Note 5 | Note 6 |
| | | | $ million (except per share amounts) | | | |
| Sales proceeds | — | 263,889 | — | — | — | 263,889 |
| Sales taxes, excise duties and similar levies | — | (65,527) | — | — | — | (65,527) |
| **Net proceeds** | — | 198,362 | — | — | — | 198,362 |
| Cost of sales | — | (165,147) | — | — | — | (165,147) |
| **Gross profit** | — | 33,215 | — | — | — | 33,215 |
| Selling and distribution expenses | — | (11,409) | — | — | — | (11,409) |
| Administrative expenses | — | (1,870) | (9) | (8) | — | (1,887) |
| Exploration | — | (1,475) | — | — | — | (1,475) |
| Research and development | — | (584) | — | — | — | (584) |
| Share of operating profit of associated companies | — | 3,446 | — | — | — | 3,446 |
| **Operating profit** | — | 21,323 | (9) | (8) | — | 21,306 |
| Share in net income of Royal Dutch/ Shell Group | — | — | 7,387 | 4,926 | (12,313) (g) | — |
| Interest and other income | — | 1,967 | 20 | 9 | — | 1,996 |
| Interest expense | — | (1,324) | — | — | — | (1,324) |
| Currency exchange losses | — | (231) | — | — | — | (231) |
| **Income before taxation** | — | 21,735 | 7,398 | 4,927 | (12,313) | 21,747 |
| Taxation | — | (9,349) | (3) | — | — | (9,352) |
| Income after taxation | — | 12,386 | 7,395 | 4,927 | (12,313) | 12,395 |
| Income applicable to minority interests | — | (353) | — | — | — | (353) |
| **Income from continuing operations before cumulative effect of a change in accounting principle net of tax** | — | 12,033 | 7,395 | 4,927 | (12,313) | 12,042 |
| Income from discontinued operations, net of tax | — | 25 | — | — | — | 25 |
| Cumulative effect of a change in accounting principle, net of tax | — | 255 | — | — | — | 255 |
| **Net income** | — | 12,313 | 7,395 | 4,927 | (12,313) | 12,322 |
| **Earnings per share (Note 7) ($)** | | | | | | |
| Basic | — | N/A | 3.63 | 0.52 | N/A | 1.81 |
| Diluted | — | N/A | 3.63 | 0.52 | N/A | 1.81 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for**

**the year ended December 31, 2003**

**Note 1: Royal Dutch Shell**

Royal Dutch Shell has not engaged in any operational activities since its incorporation. Apart from the contemplated Transaction, Royal Dutch Shell has only borne the costs of administration expenses, acquired investments and issued share capital. Between the date of incorporation and the date of acquisition by Shell RDS Holding B.V. (October 21, 2004) these activities relate to previous owners and are inconsequential in amount. Under U.S. GAAP, financial statements are not required to be presented for the period prior to October 21, 2004.

**Note 2: Royal Dutch/Shell Group**

The 2003 balance sheet and income statement figures for the Royal Dutch/ Shell Group are derived from the audited historical financial statements of the Royal Dutch/ Shell Group contained in the 2004 Form 20-F/A. These financial statements are prepared in accordance with U.S. GAAP and presented in U.S. dollars.

**Note 3: Royal Dutch**

The balance sheet and income statement figures for Royal Dutch reflect its historical financial position and results of operations in accordance with U.S. GAAP and presented in U.S. dollars. Set forth below are tables that present a reconciliation of the financial position and results of operations of Royal Dutch, the financial statements of which are prepared in accordance with Netherlands GAAP and presented in euros, to U.S. GAAP and a conversion of the line items into U.S. dollars.

| | Royal Dutch Balance Sheet As at December 31, 2003 | | | |
|---|---|---|---|---|
| | Netherlands GAAP[a] | Adjustments[b][i] | U.S. GAAP | U.S. GAAP[c] |
| | (€ million) | (€ million) | (€ million) | ($ million) |
| **Fixed assets** | | | | |
| Investments: | | | | |
| companies of the Royal Dutch/ Shell Group | 34,349 | 137 | 34,486 | 43,498 |
| **Total fixed assets** | 34,349 | 137 | 34,486 | 43,498 |
| **Current assets** | | | | |
| Accounts receivable | 2,848 | — | 2,848 | 3,592 |
| Cash and cash equivalents | 8 | — | 8 | 10 |
| **Total current assets** | 2,856 | — | 2,856 | 3,602 |
| **Current liabilities:** amounts due within one year: | | | | |
| Accounts payable and accrued liabilities | (10) | — | (10) | (13) |
| **Total current liabilities** | (10) | — | (10) | (13) |
| **Net current assets** | 2,846 | — | 2,846 | 3,589 |
| **Net assets** | 37,195 | 137 | 37,332 | 47,087 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2003**

| | Royal Dutch Income Statement Year ended December 31, 2003 | | | | |
|---|---|---|---|---|---|
| | Netherlands GAAP[a] | Amortization of goodwill[b](i) | Asset retirement[b](ii) | U.S. GAAP | U.S. GAAP[d] |
| | (€ million) | (€ million) | (€ million) | (€ million) | ($ million) |
| Administrative expenses | (8) | — | — | (8) | (9) |
| **Operating profit** | (8) | — | — | (8) | (9) |
| Share in net income of Royal Dutch/ Shell Group | 6,411 | 90 | 141 | 6,642 | 7,387 |
| Interest and other income | 18 | — | — | 18 | 20 |
| **Income before taxation** | 6,421 | 90 | 141 | 6,652 | 7,398 |
| Taxation | (3) | — | — | (3) | (3) |
| **Net income** | 6,418 | 90 | 141 | 6,649 | 7,395 |
| | € | € | € | € | $ |
| **Earnings per share[e]** | | | | | |
| Basic | 3.15 | 0.04 | 0.07 | 3.26 | 3.63 |
| Diluted | 3.15 | 0.04 | 0.07 | 3.26 | 3.63 |

(a) The figures for Royal Dutch included in this column are derived from the 2003 audited financial statements of Royal Dutch contained in the 2004 Form 20-F/A. These are prepared in accordance with Netherlands GAAP and presented in euros.

(b) The figures in this column reflect the adjustment required to reconcile Royal Dutch's financial position and results from operations from Netherlands GAAP to U.S. GAAP.

(i) This difference arises from the fact that under U.S. GAAP goodwill is not amortized, but tested for impairment annually or when certain events occur that indicate potential impairment. Under Netherlands GAAP, goodwill is amortized on a straight-line basis over its estimated useful economic life, which is assumed not to exceed 20 years unless there are grounds to rebut this assumption; and

(ii) Under U.S. GAAP, the cumulative effect of a change in accounting policy for asset retirement obligations at the beginning of 2003 is reflected in 2003 net income. This change in accounting policy was also made under Netherlands GAAP. However, the cumulative effect of the change under Netherlands GAAP has been reported as an adjustment to the opening balance of net assets.

(c) This column presents Royal Dutch's financial position in accordance with U.S. GAAP, translated into U.S. dollars using the closing exchange rate as at December 31, 2003 ($1 = €0.79).

(d) This column represents Royal Dutch's income statement in accordance with U.S. GAAP, translated into U.S. dollars using the average exchange rate during 2003 ($1 = €0.90), with the exception of the dividends received from the Royal Dutch/ Shell Group companies, which were translated at the exchange rates on the dates of payment of those dividends.

(e) The basic earnings per share amounts shown are based on net income and after deducting the 4% cumulative preference dividend on priority shares, which dividend totaled €26,880 in 2003. The calculation uses a weighted average number of Royal Dutch ordinary shares of 2,036,687,755 in 2003. This amount is based on outstanding Royal Dutch ordinary shares, after deduction of Royal Dutch ordinary shares held by Royal Dutch/ Shell Group companies in respect of share options and other incentive compensation plans. For the purpose of the calculation, Royal Dutch ordinary shares repurchased under the buyback program are deemed to have been canceled on the purchase date.

Diluted earnings per share are based on net income and after deducting the 4% cumulative preference dividend on Royal Dutch priority shares. For this calculation, the weighted number of Royal Dutch ordinary

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2003**

shares is increased by 674,210 for 2003 to reflect the dilutive effect of potentially issuable shares relating to share options and other incentive compensation plans.

**Note 4: Shell Transport**

The balance sheet and income statement figures for Shell Transport reflect its historical financial position and results of operations in accordance with U.S. GAAP and presented in U.S. dollars. Set forth below are tables that present a reconciliation of the financial position and results of operations of Shell Transport, the financial statements of which are prepared in accordance with UK GAAP and presented in pounds sterling, to U.S. GAAP and a conversion of the line items into U.S. dollars.

| | Shell Transport Balance Sheet As at December 31, 2003 | | | |
|---|---|---|---|---|
| | UK GAAP[a] | Adjustments[b] | U.S. GAAP | U.S. GAAP[c] |
| | (£ million) | (£ million) | (£ million) | ($ million) |
| **Fixed assets** | | | | |
| Investments: | | | | |
| companies of the Royal Dutch/ Shell Group | 16,201 | 64 | 16,265 | 28,999 |
| **Total fixed assets** | 16,201 | 64 | 16,265 | 28,999 |
| **Current assets** | | | | |
| Accounts receivable | 1,141 | — | 1,141 | 2,034 |
| Cash and cash equivalents | 87 | — | 87 | 155 |
| **Total current assets** | 1,228 | — | 1,228 | 2,189 |
| **Current liabilities:** amounts due within one year | | | | |
| Accounts payable and accrued liabilities | (14) | — | (14) | (24) |
| Dividends payable | (933) | 933 | — | — |
| **Total current liabilities** | (947) | 933 | (14) | (24) |
| **Net current assets** | 281 | 933 | 1,214 | 2,165 |
| **Net assets** | 16,482 | 997 | 17,479 | 31,164 |

## Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2003

| | Shell Transport Income Statement Year ended December 31, 2003 | | | | | | |
|---|---|---|---|---|---|---|---|
| | UK GAAP[a] | Less: Income from shares in Royal Dutch/ Shell Group[d](i) | Share in Netherlands GAAP net income of Royal Dutch/ Shell Group[d](ii) | Retirement obligation accounting policy change[d](iii) | Amortization of goodwill[d](iv) | U.S. GAAP | U.S. GAAP[e] |
| | (£ million) | (£ million) | (£ million) | (£ million) | (£ million) | (£ million) | ($ million) |
| Administrative expenses | (5) | — | — | — | — | (5) | (8) |
| **Operating profit** | (5) | — | — | — | — | (5) | (8) |
| Income from associated companies | 1,361 | (1,361) | — | — | — | — | — |
| Share of operating profit of associated companies | — | — | 2,938 | 64 | 42 | 3,044 | 4,926 |
| Interest and other income | 6 | — | — | — | — | 6 | 9 |
| **Income before taxation** | 1,362 | (1,361) | 2,938 | 64 | 42 | 3,045 | 4,927 |
| Taxation | — | — | — | — | — | — | — |
| **Net income** | 1,362 | (1,361) | 2,938 | 64 | 42 | 3,045 | 4,927 |
| | **Pence** | **Pence** | **Pence** | **Pence** | **Pence** | **Pence** | **$** |
| **Earnings per share[f]** | | | | | | | |
| Basic | 14.3 | (14.3) | 30.8 | 0.7 | 0.4 | 31.9 | 0.52 |
| Diluted | 14.3 | (14.3) | 30.8 | 0.7 | 0.4 | 31.9 | 0.52 |

(a) The figures for Shell Transport included in this column are derived from the 2003 audited financial statements of Shell Transport included in the 2004 Form 20-F/A. These are prepared in accordance with UK GAAP and presented in pounds sterling.

(b) Under UK GAAP, Shell Transport, as a parent company with no subsidiaries, accounts for its share of earnings in the Royal Dutch/ Shell Group on a dividend receivable basis in its profit and loss account. Its investment in the Royal Dutch/ Shell Group is at a directors' valuation based on 40% of the net assets of the Royal Dutch/ Shell Group as shown in the separate Netherlands GAAP information presented by the Royal Dutch/ Shell Group. This is not in accordance with U.S. GAAP which, in the circumstances of Shell Transport, would require equity accounting. The figures in this column reflect the adjustments required to reconcile Shell Transport's financial position from UK GAAP to U.S. GAAP. The cumulative difference of £64 million in net assets as of December 31, 2003 between UK GAAP and U.S. GAAP is that under U.S. GAAP, goodwill is not amortized, but tested for impairment annually or when certain events occur that indicate potential impairment. Under Netherlands GAAP, goodwill is amortized on a straight-line basis over its estimated useful economic life, which is assumed not to exceed 20 years unless there are grounds to rebut this assumption. In addition, under U.S. GAAP £933 million of dividends declared after year-end 2003 but before the financial statements are approved, which are accrued under UK GAAP, are not recognized at year-end.

(c) This column presents Shell Transport's financial position in accordance with U.S. GAAP, translated into U.S. dollars using the closing exchange rate as at December 31, 2003 ($1 = £0.56).

(d) As described above in note (b), Shell Transport accounts for its share of earnings in the Royal Dutch/ Shell Group on a dividend receivable basis in its income statement and its investment in the Royal Dutch/ Shell Group is at a directors' valuation. This is not in accordance with U.S. GAAP which, in the circumstances of Shell Transport, would require equity accounting.

The following adjustments represent the impact on Shell Transport if the equity method of accounting was applied incorporating Shell Transport's share of net income of Royal Dutch/ Shell Group companies on a U.S. GAAP basis:

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2003**

(i) An adjustment to eliminate the income from shares in Royal Dutch/ Shell Group companies recognized under UK GAAP;

(ii) An adjustment to include Shell Transport's share in Netherlands GAAP net income of Royal Dutch/ Shell Group companies;

(iii) An adjustment to Shell Transport's share of net income of Royal Dutch/ Shell Group companies in relation to asset retirement obligations. Under U.S. GAAP, the cumulative effect of a change in accounting policy for asset retirement obligations at the beginning of 2003 is reflected in 2003 net income. This change of accounting policy was also made under Netherlands GAAP. However, the cumulative effect of the change under Netherlands GAAP has been reported as an adjustment to the opening balance of net assets and is not reflected in the Netherlands GAAP income statement; and

(iv) An adjustment to Shell Transport's share of net income of Royal Dutch/ Shell Group companies to eliminate the amortization of goodwill. Under U.S. GAAP, goodwill is not amortized but tested for impairment annually or when certain events occur that indicate potential impairment. Under Netherlands GAAP, goodwill is amortized on a straight-line basis over its estimated useful economic life, which is assumed not to exceed 20 years unless there are grounds to rebut this assumption.

(e) This column represents Shell Transport's income statement in accordance with U.S. GAAP, translated into U.S. dollars using the average exchange during 2003 ($1 = £0.62), with the exception of the dividends received from the Royal Dutch/ Shell Group companies, which were translated at the exchange rate on the date of payment of those dividends.

(f) The basic earnings per share amounts shown are calculated after deducting the 5.5% and 7% cumulative dividend on Shell Transport First preference shares and Shell Transport Second preference shares, respectively, which dividends totaled £0.8 million in 2003. The calculation uses a weighted average number of Shell Transport ordinary shares of 9,528,797,724 in 2003. The earnings per share calculation excludes Shell Transport ordinary shares held by Royal Dutch/ Shell Group companies for share options and other incentive compensation plans. For the purpose of the calculation, Shell Transport ordinary shares repurchased under the buyback program are deemed to have been canceled on the purchase date.

Diluted earnings per share are calculated after deducting the 5.5% and 7% cumulative dividend on Shell Transport First preference shares and Shell Transport Second preference shares, respectively. For this calculation, the weighted number of Shell Transport ordinary shares is increased by 2,722,083 for 2003 to reflect the dilutive effect of potentially issuable shares relating to share option and other incentive compensation plans as mentioned above.

**Note 5: Pro forma adjustments**

This column gives effect to the adjustments necessary to reflect the Transaction (including the combination of Royal Dutch Shell, the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport), the Share Redemptions and, in the case of the balance sheet, to reflect the incurrence of transaction costs.

Royal Dutch currently owns 60% of the Royal Dutch/ Shell Group and Shell Transport owns 40% and the exchange ratios have been set to give effect to this ownership of their economic interest in the Royal Dutch/ Shell Group. The transactions to give effect to this are the exchange of outstanding Royal Dutch ordinary shares for Class A Shares and Class A ADRs in the offer and the cancelation of outstanding Shell Transport ordinary shares and Shell Transport ADRs and issuance of Class B Shares and Class B ADRs in the Scheme of Arrangement. These steps are transactions between entities within the unaudited condensed pro forma combined financial statements and are eliminated upon consolidation.

(a) This adjustment of $72,497 million reflects the elimination of the investments of Royal Dutch and Shell Transport in the equity of the Royal Dutch/ Shell Group (reflected in the historical accounts of Royal Dutch and Shell Transport). The corresponding adjustment is to "Shareholders' equity".

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2003**

(b) This adjustment of $5,582 million reflects:

- the elimination of dividends payable by the Royal Dutch/ Shell Group to Royal Dutch and Shell Transport as at December 31, 2003 of $5,123 million (included within "Dividends payable" in the Royal Dutch/ Shell Group balance sheet). These dividends due to Royal Dutch and Shell Transport are included within "Accounts receivable" in the balance sheets of Royal Dutch and Shell Transport. The adjustment eliminates within "Accounts receivable" in the Royal Dutch and Shell Transport balance sheets and the offsetting "Dividends payable" in the Royal Dutch/ Shell Group balance sheet;

- the elimination of a $458 million short-term deposit by Royal Dutch with a Royal Dutch/ Shell Group company as at December 31, 2003. The adjustment eliminates within "Accounts receivable" in the Royal Dutch balance sheet and the offsetting "Short-term debt" in the Royal Dutch/ Shell Group balance sheet; and

- the elimination of $1 million of expenses prepaid by a Royal Dutch/ Shell Group company on behalf of Shell Transport. The adjustment eliminates within "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Accounts payable and accrued liabilities" in the Shell Transport balance sheet.

(c) This adjustment of $29 million reflects the redemption by Royal Dutch of the Royal Dutch priority shares for aggregate consideration of approximately $1 million and the cancelation and repayment by Shell Transport of the Shell Transport First preference shares and Shell Transport Second preference shares for aggregate consideration of approximately $28 million. These amounts will be paid in cash and will reduce "Shareholders' equity" by $29 million.

(d) This adjustment of $458 million reflects the elimination of a short-term deposit by Royal Dutch with a Royal Dutch/ Shell Group company as at December 31, 2003. The adjustment eliminates within "Short-term debt" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Accounts receivable" in the Royal Dutch balance sheet;

(e) This adjustment of $114 million reflects:

- the estimated costs of the Transaction of $115 million. The charge of $115 million has been included as an accrual within "Accounts payable and accrued liabilities" in the balance sheet. The corresponding adjustment is to "Shareholders' equity"; and

- the elimination of $1 million of expenses prepaid by a Royal Dutch/ Shell Group company on behalf of Shell Transport. The adjustment eliminates within "Accounts payable and accrued liabilities" in the Shell Transport balance sheet and the offsetting "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet.

(f) The adjustment to "Shareholders' equity" reflects the elimination of the Royal Dutch and Shell Transport investment in the equity of the Royal Dutch/ Shell Group of $72,497 million noted in (a) above, the accrual for costs of the transaction of $115 million noted in (e) above and $29 million for the redemption of the Royal Dutch priority shares and the cancelation and repayment of the Shell Transport preference shares noted in (c) above.

(g) This adjustment of $12,313 million represents the elimination of Royal Dutch's and Shell Transport's income derived from their interests in the Royal Dutch/ Shell Group.

**Note 6: Pro forma combined Royal Dutch Shell**

This column in the income statement and balance sheet reflects the Unaudited Condensed Pro forma Combined Income Statement and Balance Sheet of Royal Dutch Shell in accordance with U.S. GAAP and presented in U.S. dollars in order to give a better understanding of what the results of operations and financial position of Royal Dutch Shell might have looked like on a combined basis had the Transaction occurred on an earlier date.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2003**

**Note 7: Earnings per share**

After the Transaction and the exchange of Royal Dutch and Shell Transport shares for Royal Dutch Shell shares, the earnings per share for the shareholders of Royal Dutch and Shell Transport are expected to be equivalent with that for Royal Dutch Shell.

(a) Earnings per share.

Earnings for Royal Dutch, Shell Transport and Royal Dutch Shell (in accordance with U.S. GAAP and presented in U.S. dollars) and the number of shares outstanding at December 31, 2003 are as follows:

| | Royal Dutch | Shell Transport | Pro forma combined Royal Dutch Shell |
|---|---|---|---|
| Earnings ($ million) | 7,395 | 4,927 | 12,322 |
| Shares outstanding at December 31, 2003 | 2,083,500,000 | 9,667,500,000 | 6,944,792,416 |

The unaudited basic and diluted earnings per share for the Royal Dutch Shell on a pro forma combined basis are calculated using net income of $12,322 million and a weighted average number of shares of 6,811,314,175 for the basic earnings per share and 6,813,444,740 for the diluted earnings per share.

The weighted average number of shares outstanding during 2003 for Royal Dutch Shell is based on the equivalent weighted average number of shares for Royal Dutch and Shell Transport (see Note 7(b) below).

| | Royal Dutch | Shell Transport | Pro forma combined Royal Dutch Shell |
|---|---|---|---|
| Average number of shares outstanding during 2003 | 2,036,687,755 | 9,528,797,724 | 6,811,314,175 |
| Diluted average number of shares outstanding during 2003 | 2,037,361,965 | 9,531,519,807 | 6,813,444,740 |
| | $ | $ | $ |
| Earnings per share: | | | |
| Basic | 3.63 | 0.52 | 1.81 |
| Diluted | 3.63 | 0.52 | 1.81 |

For illustrative purposes earnings per share is presented below as if the exchange of Royal Dutch and Shell Transport shares for Royal Dutch Shell equivalent shares had occurred on January 1, 2003. Under the terms of the Transaction Royal Dutch and Shell Transport shares are expected to be exchanged at the agreed ratios of 1:2 and 1:0.287333066 respectively. The earnings per share for the shareholders of Royal Dutch and Shell Transport are expected to be equivalent with that for Royal Dutch Shell.

| | Royal Dutch | Shell Transport | Pro forma combined Royal Dutch Shell |
|---|---|---|---|
| Average number of Royal Dutch Shell equivalent shares outstanding during 2003 | 4,073,375,510 | 2,737,938,665 | 6,811,314,175 |
| Diluted average number of Royal Dutch Shell equivalent shares outstanding during 2003 | 4,074,723,930 | 2,738,720,810 | 6,813,444,740 |
| | $ | $ | $ |
| Earnings per share based on Royal Dutch Shell equivalent shares: | | | |
| Basic | 1.82 | 1.80 | 1.81 |
| Diluted | 1.81 | 1.80 | 1.81 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2003**

(b) Calculation of weighted average number of shares

The weighted average number of shares is based on outstanding shares, after deduction of shares held by Royal Dutch/ Shell Group companies in respect of stock options and other incentive compensation plans, assuming the Royal Dutch and Shell Transport shares relating to share options schemes will be exchanged 100% and in the same ratio as mentioned above. For the purpose of the calculation, shares repurchased under the Royal Dutch and Shell Transport buyback programs are deemed to have been canceled on the purchase date.

Diluted earnings per share are based on the same net income figures. For this calculation the weighted average number of Royal Dutch and Shell Transport shares that would have been exchanged at the agreed ratios is increased by 2,130,565 for the dilutive effect of potentially issuable shares relating to share options plans as mentioned above.

**Unaudited Condensed Pro Forma Combined Balance Sheet as at December 31, 2002**

**U.S. GAAP**

| | Royal Dutch Shell | Royal Dutch/ Shell Group | Royal Dutch | Shell Transport | Pro forma adjustments | Pro forma combined Royal Dutch Shell |
|---|---|---|---|---|---|---|
| | Note 1 | Note 2 | Note 3 | Note 4 | Note 5 | Note 6 |
| | | | $ million | | | |
| **Fixed assets** | | | | | | |
| Tangible assets | — | 78,363 | — | — | — | 78,363 |
| Intangible assets | — | 4,696 | — | — | — | 4,696 |
| Investments: | | | | | | |
| companies of the Royal Dutch/ Shell Group | — | — | 36,166 | 24,110 | (60,276) [a] | — |
| associated companies | — | 17,945 | — | — | — | 17,945 |
| securities | — | 1,719 | — | — | — | 1,719 |
| other | — | 1,420 | — | — | — | 1,420 |
| **Total fixed assets** | — | 104,143 | 36,166 | 24,110 | (60,276) | 104,143 |
| **Other long-term assets** | — | 7,333 | — | — | — | 7,333 |
| **Current assets** | | | | | | |
| Inventories | — | 11,338 | — | — | — | 11,338 |
| Accounts receivable | — | 28,761 | 3,767 | 2,033 | (5,764) [b] | 28,797 |
| Cash and cash equivalents | — | 1,556 | 8 | 145 | (29)[c] | 1,680 |
| **Total current assets** | — | 41,655 | 3,775 | 2,178 | (5,793) | 41,815 |
| **Current liabilities:** amounts due within one year | | | | | | |
| Short-term debt | — | (12,874) | — | — | 609[d] | (12,265) |
| Accounts payable and accrued liabilities | — | (32,189) | (12) | (22) | (113)[e] | (32,336) |
| Taxes payable | — | (4,985) | — | — | — | (4,985) |
| Dividends payable | — | (5,153) | — | — | 5,153[b] | — |
| **Total current liabilities** | — | (55,201) | (12) | (22) | 5,649 | (49,586) |
| **Net current assets/(liabilities)** | — | (13,546) | 3,763 | 2,156 | (144) | (7,771) |
| **Total assets less current liabilities** | — | 97,930 | 39,929 | 26,266 | (60,420) | 103,705 |
| **Long-term liabilities**: amounts due after more than one year | | | | | | |
| Long-term debt | — | (6,817) | — | — | — | (6,817) |
| Other | — | (6,174) | — | — | — | (6,174) |
| | — | (12,991) | — | — | — | (12,991) |
| **Provisions** | | | | | | |
| Deferred taxation | — | (12,551) | — | — | — | (12,551) |
| Pensions and similar obligations | — | (5,016) | — | — | — | (5,016) |
| Decommissioning and restoration costs | — | (3,528) | — | — | — | (3,528) |
| | — | (21,095) | — | — | — | (21,095) |
| **Royal Dutch/ Shell Group net assets before minority interests** | — | 63,844 | 39,929 | 26,266 | (60,420) | 69,619 |
| Minority interests | — | (3,568) | — | — | — | (3,568) |
| **Net assets** | — | 60,276 | 39,929 | 26,266 | (60,420) | 66,051 |
| **Shareholders' equity** | — | 60,276 | 39,929 | 26,266 | (60,420) [f] | 66,051 |

**Unaudited Condensed Pro Forma Combined Income Statement for the year ended**

**December 31, 2002**

**U.S. GAAP**

| | Royal Dutch Shell | Royal Dutch/ Shell Group | Royal Dutch | Shell Transport | Pro forma adjustments | Pro forma combined Royal Dutch Shell |
|---|---|---|---|---|---|---|
| | Note 1 | Note 2 | Note 3 | Note 4 | Note 5 | Note 6 |
| | | | $ million (except per share amounts) | | | |
| Sales proceeds | — | 218,287 | — | — | — | 218,287 |
| Sales taxes, excise duties and similar levies | — | (54,834) | — | — | — | (54,834) |
| **Net proceeds** | — | 163,453 | — | — | — | 163,453 |
| Cost of sales | — | (135,658) | — | — | — | (135,658) |
| **Gross profit** | — | 27,795 | — | — | — | 27,795 |
| Selling and distribution expenses | — | (9,617) | — | — | — | (9,617) |
| Administrative expenses | — | (1,587) | (5) | (6) | — | (1,598) |
| Exploration | — | (1,052) | — | — | — | (1,052) |
| Research and development | — | (472) | — | — | — | (472) |
| Share of operating profit of associated companies | — | 2,792 | — | — | — | 2,792 |
| **Operating profit** | — | 17,859 | (5) | (6) | — | 17,848 |
| Share in net income of Royal Dutch/ Shell Group | — | — | 5,794 | 3,862 | (9,656) [g] | — |
| Interest and other income | — | 748 | 26 | 8 | — | 782 |
| Interest expense | — | (1,291) | — | — | — | (1,291) |
| Currency exchange losses | — | (25) | — | — | — | (25) |
| **Income before taxation** | — | 17,291 | 5,815 | 3,864 | (9,656) | 17,314 |
| Taxation | — | (7,647) | (8) | — | — | (7,655) |
| Income after taxation | — | 9,644 | 5,807 | 3,864 | (9,656) | 9,659 |
| Income applicable to minority interests | — | (175) | — | — | — | (175) |
| **Income from continuing operations** | — | 9,469 | 5,807 | 3,864 | (9,656) | 9,484 |
| Income from discontinued operations, net of tax | — | 187 | — | — | — | 187 |
| **Net income** | — | 9,656 | 5,807 | 3,864 | (9,656) | 9,671 |
| **Earnings per share (Note 7) ($)** | | | | | | |
| Basic | — | N/A | 2.82 | 0.40 | N/A | 1.41 |
| Diluted | — | N/A | 2.82 | 0.40 | N/A | 1.41 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2002**

**Note 1: Royal Dutch Shell**

Royal Dutch Shell has not engaged in any operational activities since its incorporation. Apart from the contemplated Transaction, Royal Dutch Shell has only borne the costs of administration expenses, acquired investments and issued share capital. Between the date of incorporation and the date of acquisition by Shell RDS Holding B.V. (October 21, 2004) these activities relate to previous owners and are inconsequential in amount. Under U.S. GAAP, financial statements are not required to be presented for the period prior to October 21, 2004.

**Note 2: Royal Dutch/ Shell Group**

The 2002 income statement figures for the Royal Dutch/ Shell Group are derived from the audited historical financial statements of the Royal Dutch/ Shell Group contained in the 2004 Form 20-F/A and the 2002 balance sheet figures from the audited historical financial statements of the Royal Dutch/Shell Group contained in the 2003 20-F/A. These financial statements are prepared in accordance with U.S. GAAP and presented in U.S. dollars.

**Note 3: Royal Dutch**

The balance sheet and income statement figures for Royal Dutch reflect its historical financial position and results of operations in accordance with U.S. GAAP and presented in U.S. dollars. Set forth below are tables that present a reconciliation of the financial position and results of operations of Royal Dutch, the financial statements of which are prepared in accordance with Netherlands GAAP and presented in euros, to U.S. GAAP and a conversion of the line items into U.S. dollars.

| | Royal Dutch Balance Sheet As at December 31, 2002 | | | |
|---|---|---|---|---|
| | Netherlands GAAP[a] | Adjustment[b] | U.S. GAAP | U.S. GAAP[c] |
| | (€ million) | (€ million) | (€ million) | ($ million) |
| **Fixed assets** | | | | |
| Investments: | | | | |
| companies of the Royal Dutch/ Shell Group | 34,490 | 69 | 34,559 | 36,166 |
| **Total fixed assets** | 34,490 | 69 | 34,559 | 36,166 |
| **Current assets** | | | | |
| Accounts receivable | 3,600 | — | 3,600 | 3,767 |
| Cash and cash equivalents | 7 | — | 7 | 8 |
| **Total current assets** | 3,607 | — | 3,607 | 3,775 |
| **Current liabilities:** amounts due within one year: | | | | |
| Accounts payable and accrued liabilities | (11) | — | (11) | (12) |
| **Total current liabilities** | (11) | — | (11) | (12) |
| **Net current assets** | 3,596 | — | 3,596 | 3,763 |
| **Net assets** | 38,086 | 69 | 38,155 | 39,929 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2002**

| | Royal Dutch Income Statement Year ended December 31, 2002 | | | |
|---|---|---|---|---|
| | Netherlands GAAP[a] | Amortization of goodwill[b] | U.S. GAAP | U.S. GAAP[d] |
| | (€ million) | (€ million) | (€ million) | ($ million) |
| Administrative expenses | (5) | — | (5) | (5) |
| **Operating profit** | (5) | — | (5) | (5) |
| Share in net income of Royal Dutch/ Shell Group | 6,076 | 76 | 6,152 | 5,794 |
| Interest and other income | 28 | — | 28 | 26 |
| **Income before taxation** | 6,099 | 76 | 6,175 | 5,815 |
| Taxation | (8) | — | (8) | (8) |
| **Net income** | 6,091 | 76 | 6,167 | 5,807 |
| | € | € | € | $ |
| **Earnings per share[e]** | | | | |
| Basic | 2.96 | 0.04 | 3.00 | 2.82 |
| Diluted | 2.96 | 0.04 | 3.00 | 2.82 |

(a) The figures for Royal Dutch included in this column are derived from the audited financial statements of Royal Dutch contained in the 2003 Form 20-F/A for the balance sheet and from the audited financial statements of Royal Dutch contained in the 2004 Form 20-F/A for the income statement. These are prepared in accordance with Netherlands GAAP and presented in euros.

(b) The figures in this column reflect the adjustment required to reconcile Royal Dutch's financial position and results from operations from Netherlands GAAP to U.S. GAAP. This difference arises from the fact that under U.S. GAAP, goodwill is not amortized, but tested for impairment annually or when certain events occur that indicate potential impairment. Under Netherlands GAAP, goodwill is amortized on a straight-line basis over its estimated useful economic life, which is assumed not to exceed 20 years unless there are grounds to rebut this assumption.

(c) This column presents Royal Dutch's financial position in accordance with U.S. GAAP, translated into U.S. dollars using the closing exchange rate as at December 31, 2002 ($1 = €0.96).

(d) This column represents Royal Dutch's income statement in accordance with U.S. GAAP, translated into U.S. dollars using the average exchange rate during 2002 ($1 = €1.06), with the exception of the dividends received from the Royal Dutch/ Shell Group companies, which were translated at the exchange rates on the dates of payment of those dividends.

(e) The basic earnings per share amounts shown are based on net income and after deducting the 4% cumulative preference dividend on priority shares, which dividend totaled €26,880 in 2002. The calculation uses a weighted average number of Royal Dutch ordinary shares of 2,057,657,737 in 2002. This amount is based on outstanding Royal Dutch ordinary shares, after deduction of Royal Dutch ordinary shares held by Royal Dutch/ Shell Group companies in respect of share options and other incentive compensation plans. For the purpose of the calculation, Royal Dutch ordinary shares repurchased under the buyback program are deemed to have been canceled on the purchase date.

Diluted earnings per share are based on net income and after deducting the 4% cumulative preference dividend on Royal Dutch priority shares. For this calculation, the weighted number of Royal Dutch ordinary shares is increased by 442,580 for 2002 to reflect the dilutive effect of potentially issuable shares relating to share options and other incentive compensation plans.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2002**

**Note 4: Shell Transport**

The balance sheet and income statement figures for Shell Transport reflect its historical financial position and results of operations in accordance with U.S. GAAP and presented in U.S. dollars. Set forth below are tables that present a reconciliation of the financial position and results of operations of Shell Transport, the financial statements of which are prepared in accordance with UK GAAP and presented in pounds sterling, to U.S. GAAP and a conversion of the line items into U.S. dollars.

| | Shell Transport Balance Sheet As at December 31, 2002 | | | |
|---|---|---|---|---|
| | UK GAAP[a] | Adjustments[b] | U.S. GAAP | U.S. GAAP[c] |
| | (£ million) | (£ million) | (£ million) | ($ million) |
| **Fixed assets** | | | | |
| Investments: | | | | |
| companies of the Royal Dutch/ Shell Group | 14,959 | 30 | 14,989 | 24,110 |
| **Total fixed assets** | 14,959 | 30 | 14,989 | 24,110 |
| **Current assets** | | | | |
| Accounts receivable | 1,264 | — | 1,264 | 2,033 |
| Cash and cash equivalents | 90 | — | 90 | 145 |
| **Total current assets** | 1,354 | — | 1,354 | 2,178 |
| **Current liabilities:** amounts due within one year | | | | |
| Accounts payable and accrued liabilities | (13) | — | (13) | (22) |
| Dividends payable | (899) | 899 | — | — |
| **Total current liabilities** | (912) | 899 | (13) | (22) |
| **Net current assets** | 442 | 899 | 1,341 | 2,156 |
| **Net assets** | 15,401 | 929 | 16,330 | 26,266 |

| | Shell Transport Income Statement Year ended December 31, 2002 | | | | | |
|---|---|---|---|---|---|---|
| | UK GAAP[a] | Less: Income from shares in Royal Dutch/ Shell Group[d][i] | Share in Netherlands GAAP net income of Royal Dutch/ Shell Group[d][ii] | Amortization of goodwill[d][iii] | U.S. GAAP | U.S. GAAP[e] |
| | (£ million) | (£ million) | (£ million) | (£ million) | (£ million) | ($ million) |
| Administrative expenses | (4) | — | — | — | (4) | (6) |
| **Operating (loss)** | (4) | — | — | — | (4) | (6) |
| Income from associated companies | 1,403 | (1,403) | — | — | — | — |
| Share of operating profit of associated companies | — | — | 2,544 | 33 | 2,577 | 3,862 |
| Interest and other income | 5 | — | — | — | 5 | 8 |
| **Income before taxation** | 1,404 | (1,403) | 2,544 | 33 | 2,578 | 3,864 |
| Taxation | — | — | — | — | — | — |
| **Net income** | 1,404 | (1,403) | 2,544 | 33 | 2,578 | 3,864 |
| | **Pence** | **Pence** | **Pence** | **Pence** | **Pence** | **$** |
| **Earnings per share[f]** | | | | | | |
| Basic | 14.6 | (14.6) | 26.5 | 0.4 | 26.9 | 0.40 |
| Diluted | 14.6 | (14.6) | 26.5 | 0.4 | 26.9 | 0.40 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2002**

(a) The figures for Shell Transport included in this column are derived from the audited financial statements of Shell Transport included in the 2003 Form 20-F/A for the balance sheet and from the audited financial statements of Royal Dutch contained in the 2004 Form 20-F/A for the income statement. These are prepared in accordance with UK GAAP and presented in pounds sterling.

(b) Under UK GAAP, Shell Transport, as a parent company with no subsidiaries, accounts for its share of earnings in the Royal Dutch/Shell Group on a dividend receivable basis in its profit and loss account. Its investment in the Royal Dutch/Shell Group is at a directors' valuation based on 40% of the net assets of the Royal Dutch/Shell Group as shown in the separate Netherlands GAAP information presented by the Royal Dutch/Shell Group. This is not in accordance with U.S. GAAP which, in the circumstances of Shell Transport, would require equity accounting. The figures in this column reflect the adjustments required to reconcile Shell Transport's financial position from UK GAAP to U.S. GAAP. The cumulative difference of £30 million in net assets as of December 31, 2002 between UK GAAP and U.S. GAAP is that under U.S. GAAP, goodwill is not amortized, but tested for impairment annually or when certain events occur that indicate potential impairment. Under Netherlands GAAP, goodwill is amortized on a straight-line basis over its estimated useful economic life, which is assumed not to exceed 20 years unless there are grounds to rebut this assumption. In addition, under U.S. GAAP £899 million of dividends declared after year-end 2002 but before the financial statements are approved, which are accrued under UK GAAP, are not recognized at year-end.

(c) This column presents Shell Transport's financial position in accordance with U.S. GAAP, translated into U.S. dollars using the closing exchange rate as at December 31, 2002 ($1 = £0.62).

(d) As described above in note (b), Shell Transport accounts for its share of earnings in the Royal Dutch/Shell Group on a dividend receivable basis in its income statement and its investment in the Royal Dutch/Shell Group is at a directors' valuation. This is not in accordance with U.S. GAAP which, in the circumstances of Shell Transport, would require equity accounting.

The following adjustments represent the impact on Shell Transport if the equity method of accounting was applied incorporating Shell Transport's share of net income of Royal Dutch/ Shell Group companies on a U.S. GAAP basis:

(i) An adjustment to eliminate the income from shares in Royal Dutch/ Shell Group companies recognized under UK GAAP;

(ii) An adjustment to include Shell Transport's share in Netherlands GAAP net income of Royal Dutch/Shell Group companies; and

(iii) An adjustment to Shell Transport's share of net income of Royal Dutch/ Shell Group companies to eliminate the amortization of goodwill. Under U.S. GAAP, goodwill is not amortized but tested for impairment annually or when certain events occur that indicate potential impairment. Under Netherlands GAAP, goodwill is amortized on a straight-line basis over its estimated useful economic life, which is assumed not to exceed 20 years unless there are grounds to rebut this assumption.

(e) This column represents Shell Transport's income statement in accordance with U.S. GAAP, translated into U.S. dollars using the average exchange during 2002 ($1 = £0.67), with the exception of the dividends received from the Royal Dutch/Shell Group companies, which were translated at the exchange rate on the date of payment of those dividends.

(f) The basic earnings per share amounts shown are calculated after deducting the 5.5% and 7% cumulative dividend on Shell Transport First preference shares and Shell Transport Second preference shares, respectively, which dividends totaled £0.8 million. The calculation uses a weighted average number of Shell Transport ordinary shares of 9,608,614,760. The earnings per share calculation excludes Shell Transport ordinary shares held by Royal Dutch/ Shell Group companies for share options and other incentive

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2002**

compensation plans. For the purpose of the calculation, Shell Transport ordinary shares repurchased under the buyback program are deemed to have been canceled on the purchase date.

Diluted earnings per share are calculated after deducting the 5.5% and 7% cumulative dividend on Shell Transport First preference shares and Shell Transport Second preference shares, respectively. For this calculation, the weighted number of Shell Transport ordinary shares is increased by 4,661,292 for 2002 to reflect the dilutive effect of potentially issuable shares relating to share option and other incentive compensation plans.

**Note 5: Pro forma adjustments**

This column gives effect to the adjustments necessary to reflect the Transaction (including the combination of Royal Dutch Shell, the Royal Dutch/Shell Group, Royal Dutch and Shell Transport), the Share Redemptions and, in the case of the balance sheet, to reflect the incurrence of transaction costs.

Royal Dutch currently owns 60% of the Royal Dutch/Shell Group and Shell Transport owns 40% and the exchange ratios have been set to give effect to this ownership of their economic interest in the Royal Dutch/Shell Group. The transactions to give effect to this are the exchange of outstanding Royal Dutch ordinary shares for Class A Shares and Class A ADRs in the offer and the cancelation of outstanding Shell Transport ordinary shares and Shell Transport ADRs and issuance of Class B Shares and Class B ADRs in the Scheme of Arrangement. These steps are transactions between entities within the unaudited condensed pro forma combined financial statements and are eliminated upon consolidation.

(a) This adjustment of $60,276 million reflects the elimination of the investments of Royal Dutch and Shell Transport in the equity of the Royal Dutch/ Shell Group (reflected in the historical accounts of Royal Dutch and Shell Transport). The corresponding adjustment is to “Shareholders’ equity”.

(b) This adjustment of $5,764 million reflects:

- the elimination of dividends payable by the Royal Dutch/ Shell Group to Royal Dutch and Shell Transport as at December 31, 2002 of $5,153 million (included within “Dividends payable” in the Royal Dutch/Shell Group balance sheet). These dividends due to Royal Dutch and Shell Transport are included within “Accounts receivable” in the balance sheets of Royal Dutch and Shell Transport. The adjustment eliminates within “Accounts receivable” in the Royal Dutch and Shell Transport balance sheets and the offsetting “Dividends payable” in the Royal Dutch/Shell Group balance sheet;

- the elimination of a $609 million short-term deposit by Royal Dutch with a Royal Dutch/ Shell Group company as at December 31, 2002. The adjustment eliminates within “Accounts receivable” in the Royal Dutch balance sheet and the offsetting “Short-term debt” in the Royal Dutch/Shell Group balance sheet; and

- the elimination of $2 million of expenses prepaid by a Royal Dutch/ Shell Group company on behalf of Shell Transport. The adjustment eliminates within “Accounts receivable” in the Royal Dutch/ Shell Group balance sheet and the offsetting “Accounts payable and accrued liabilities” in the Shell Transport balance sheet.

(c) This adjustment of $29 million reflects the redemption by Royal Dutch of the Royal Dutch priority shares for aggregate consideration of approximately $1 million and the cancelation and repayment by Shell Transport of the Shell Transport First preference shares and Shell Transport Second preference shares for aggregate consideration of approximately $28 million. These amounts will be paid in cash and will reduce “Shareholders’ equity” by $29 million.

(d) This adjustment of $609 million reflects the elimination of a short-term deposit by Royal Dutch with a Royal Dutch/ Shell Group company as at December 31, 2002. The adjustment eliminates within “Short-term debt”

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2002**

in the Royal Dutch/Shell Group balance sheet and the offsetting "Accounts receivable" in the Royal Dutch balance sheet;

(e) This adjustment of $113 million reflects:

- the estimated costs of the Transaction of $115 million. The charge of $115 million has been included as an accrual within "Accounts payable and accrued liabilities" in the balance sheet. The corresponding adjustment is to "Shareholders' equity"; and

- the elimination of $2 million of expenses prepaid by a Royal Dutch/ Shell Group company on behalf of Shell Transport. The adjustment eliminates within "Accounts payable and accrued liabilities" in the Shell Transport balance sheet and the offsetting "Accounts receivable" in the Royal Dutch/Shell Group balance sheet.

(f) The adjustment to "Shareholders' equity" reflects the elimination of the Royal Dutch and Shell Transport investment in the equity of the Royal Dutch/Shell Group of $60,276 million noted in (a) above, the accrual for costs of the transaction of $115 million noted in (e) above and $29 million for the redemption of the Royal Dutch priority shares and the cancelation and repayment of the Shell Transport preference shares noted in (c) above.

(g) This adjustment of $9,656 million represents the elimination of Royal Dutch's and Shell Transport's income derived from their interests in the Royal Dutch/Shell Group.

**Note 6: Pro forma combined Royal Dutch Shell**

This column in the income statement and balance sheet reflects the Unaudited Condensed Pro forma Combined Income Statement and Balance Sheet of Royal Dutch Shell in accordance with U.S. GAAP and presented in U.S. dollars in order to give a better understanding of what the results of operations and financial position of Royal Dutch Shell might have looked like on a combined basis had the Transaction occurred on an earlier date.

**Note 7: Earnings per share**

After the Transaction and the exchange of Royal Dutch and Shell Transport shares for Royal Dutch Shell shares, the earnings per share for the shareholders of Royal Dutch and Shell Transport are expected to be equivalent with that for Royal Dutch Shell.

(a) Earnings per share

Earnings for Royal Dutch, Shell Transport and Royal Dutch Shell (in accordance with U.S. GAAP and presented in U.S. dollars) and the number of shares outstanding at December 31, 2002 are as follows:

| | Royal Dutch | Shell Transport | Pro forma combined Royal Dutch Shell |
|---|---|---|---|
| Earnings ($ million) | 5,807 | 3,864 | 9,671 |
| Shares outstanding at December 31, 2002 | 2,099,285,000 | 9,667,500,000 | 6,976,362,416 |

The unaudited basic and diluted earnings per share for the Royal Dutch Shell on a pro forma combined basis are calculated using net income of $9,671 million and a weighted average number of shares of 6,876,188,213 for the basic earnings per share and 6,878,412,716 for the diluted earnings per share.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the year ended December 31, 2002**

The weighted average number of shares outstanding during 2002 for Royal Dutch Shell is based on the equivalent weighted average number of shares for Royal Dutch and Shell Transport (see Note 7(b) below).

| | Royal Dutch | Shell Transport | Pro forma combined Royal Dutch Shell |
|---|---|---|---|
| Average number of shares outstanding during 2002 | 2,057,657,737 | 9,608,614,760 | 6,876,188,213 |
| Diluted average number of shares outstanding during 2002 | 2,058,100,317 | 9,613,276,052 | 6,878,412,716 |
| | $ | $ | $ |
| Earnings per share: | | | |
| Basic | 2.82 | 0.40 | 1.41 |
| Diluted | 2.82 | 0.40 | 1.41 |

For illustrative purposes earnings per share is presented below as if the exchange of Royal Dutch and Shell Transport shares for Royal Dutch Shell equivalent shares had occurred on January 1, 2002. Under the terms of the Transaction Royal Dutch and Shell Transport shares are expected to be exchanged at the agreed ratios of 1:2 and 1:0.287333066 respectively. The earnings per share for the shareholders of Royal Dutch and Shell Transport are expected to be equivalent with that for Royal Dutch Shell.

| | Royal Dutch | Shell Transport | Pro forma combined Royal Dutch Shell |
|---|---|---|---|
| Average number of Royal Dutch Shell equivalent shares outstanding during 2002 | 4,115,315,474 | 2,760,872,739 | 6,876,188,213 |
| Diluted average number of Royal Dutch Shell equivalent shares outstanding during 2002 | 4,116,200,634 | 2,762,212,082 | 6,878,412,716 |
| | $ | $ | $ |
| Earnings per share based on Royal Dutch Shell equivalent shares: | | | |
| Basic | 1.41 | 1.40 | 1.41 |
| Diluted | 1.41 | 1.40 | 1.41 |

(b) Calculation of weighted average number of shares

The weighted average number of shares is based on outstanding shares, after deduction of shares held by Royal Dutch/ Shell Group companies in respect of stock options and other incentive compensation plans, assuming the Royal Dutch and Shell Transport shares relating to share options schemes will be exchanged 100% and in the same ratio as mentioned above. For the purpose of the calculation, shares repurchased under the Royal Dutch and Shell Transport buyback programs are deemed to have been canceled on the purchase date.

Diluted earnings per share are based on the same net income figures. For this calculation the weighted average number of Royal Dutch and Shell Transport shares that would have been exchanged at the agreed ratios is increased by 2,224,503 for the dilutive effect of potentially issuable shares relating to share options plans as mentioned above.

## Unaudited Condensed Pro Forma Combined Balance Sheet as at March 31, 2005

### IFRS

| | Royal Dutch Shell | Royal Dutch/ Shell Group | Royal Dutch | Shell Transport | Pro forma adjustments | IFRS Pro forma combined Royal Dutch Shell | U.S. GAAP adjustments | U.S. GAAP Pro forma Combined Royal Dutch Shell |
|---|---|---|---|---|---|---|---|---|
| | Note 1 | Note 2 | Note 3 | Note 4 | Note 5 | Note 6 | Note 8 | |
| | | | | | $ million | | | |
| **ASSETS** | | | | | | | | |
| **Non-current assets** | | | | | | | | |
| Property, plant and equipment | — | 85,779 | — | — | — | 85,779 | 372 | 86,151 |
| Intangible assets | — | 4,428 | — | — | — | 4,428 | 328 | 4,756 |
| Investments: | | | | | | | | |
| equity accounted investments | — | 18,763 | — | — | — | 18,763 | (375) | 18,388 |
| available for sale investments | — | — | 124,146 | 82,750 | (206,896) [a] | — | — | — |
| financial assets | — | 3,704 | — | — | — | 3,704 | (465) | 3,239 |
| Deferred tax | — | 2,775 | — | — | — | 2,775 | (781) | 1,994 |
| Other | — | 8,456 | — | — | — | 8,456 | 5,739 | 14,195 |
| | — | 123,905 | 124,146 | 82,750 | (206,896) | 123,905 | 4,818 | 128,723 |
| **Current assets** | | | | | | | | |
| Inventories | — | 17,517 | — | — | — | 17,517 | — | 17,517 |
| Accounts receivable | — | 45,189 | 1,249 | 836 | (2,123) [b] | 45,151 | (107) | 45,044 |
| Cash and cash equivalents | 386 | 8,888 | 918 | 303 | (441) [c] | 10,054 | — | 10,054 |
| | 386 | 71,594 | 2,167 | 1,139 | (2,564) | 72,722 | (107) | 72,615 |
| **Total assets** | 386 | 195,499 | 126,313 | 83,889 | (209,460) | 196,627 | 4,711 | 201,338 |
| **LIABILITIES** | | | | | | | | |
| **Non-current liabilities** | | | | | | | | |
| Debt | — | 7,977 | 1 | 23 | (24) [c] | 7,977 | (241) | 7,736 |
| Deferred tax | — | 12,625 | — | — | — | 12,625 | 1,857 | 14,482 |
| Other provisions | — | 13,179 | — | — | — | 13,179 | (2,802) | 10,377 |
| Other | — | 5,788 | — | — | — | 5,788 | 1,471 | 7,259 |
| | — | 39,569 | 1 | 23 | (24) | 39,569 | 285 | 39,854 |
| **Current liabilities** | | | | | | | | |
| Debt | — | 5,755 | — | — | (38) [d] | 5,717 | 26 | 5,743 |
| Accounts payable and accrued liabilities and provisions | 7 | 47,526 | 543 | 58 | (346) [e] | 47,788 | (135) | 47,653 |
| Taxes payable | — | 11,225 | — | — | — | 11,225 | — | 11,225 |
| Dividends payable to Parent Companies | — | 2,085 | — | — | (2,085) [b] | — | — | — |
| | 7 | 66,591 | 543 | 58 | (2,469) | 64,730 | (109) | 64,621 |
| **Total liabilities** | 7 | 106,160 | 544 | 81 | (2,493) | 104,299 | 176 | 104,475 |
| **EQUITY** | | | | | | | | |
| **Group equity** | 379 | 83,662 | 125,769 | 83,808 | (206,967) | 86,651 | 4,533 | 91,184 |
| Minority interests | — | 5,677 | — | — | — | 5,677 | 2 | 5,679 |
| **Total equity** | 379 | 89,339 | 125,769 | 83,808 | (206,967) [f] | 92,328 | 4,535 | 96,863 |
| **Total liabilities and equity** | 386 | 195,499 | 126,313 | 83,889 | (209,460) | 196,627 | 4,711 | 201,338 |

## Unaudited Condensed Pro Forma Combined Income Statement for the quarter ended March 31, 2005

### IFRS

| | Royal Dutch Shell | Royal Dutch/ Shell Group | Royal Dutch | Shell Transport | Pro forma Adjustments | IFRS Pro forma combined Royal Dutch Shell | U.S. GAAP Adjustments | U.S. GAAP Pro forma Combined Royal Dutch Shell |
|---|---|---|---|---|---|---|---|---|
| | Note 1 | Note 2 | Note 3 | Note 4 | Note 5 | Note 6 | Note 8 | |
| | | | | $ million (except per share amounts) | | | | |
| Sales proceeds | — | 90,068 | — | — | — | 90,068 | (291) | 89,777 |
| Less: Sales taxes, excise duties and similar levies | — | (17,912) | — | — | — | (17,912) | 45 | (17,867) |
| **Revenue** | — | 72,156 | — | — | — | 72,156 | (246) | 71,910 |
| Cost of sales | — | (58,565) | — | — | — | (58,565) | (200) | (58,765) |
| **Gross profit** | — | 13,591 | — | — | — | 13,591 | (446) | 13,145 |
| Selling and distribution expenses | — | (3,164) | — | — | — | (3,164) | 77 | (3,087) |
| Administrative expenses | — | (370) | (4) | (4) | — | (378) | 25 | (353) |
| Exploration | — | (261) | — | — | — | (261) | — | (261) |
| Research and development | — | — | — | — | — | — | (93) | (93) |
| Share of profit of equity accounted investments | — | 1,573 | — | — | — | 1,573 | 1,091 | 2,664 |
| Net finance costs and other income | 2 | (78) | 1,567 | 1,046 | (2,605) [g] | (68) | (32) | (100) |
| **Income before taxation** | 2 | 11,291 | 1,563 | 1,042 | (2,605) | 11,293 | 622 | 11,915 |
| Taxation | (1) | (4,273) | — | — | — | (4,274) | (1,028) | (5,302) |
| **Income from continuing operations** | 1 | 7,018 | 1,563 | 1,042 | (2,605) | 7,019 | (406) | 6,613 |
| Income from discontinued operations | — | (214) | — | — | — | (214) | 592 | 378 |
| **Income for the period** | 1 | 6,804 | 1,563 | 1,042 | (2,605) | 6,805 | 186 | 6,991 |
| Attributable to minority interests | — | 131 | — | — | — | 131 | (60) | (191) |
| Cumulative effect of a change in accounting policy | | | | | | | 554 | 554 |
| **Income for the period attributable to equity holders** | 1 | 6,673 | 1,563 | 1,042 | (2,605) | 6,674 | 680 | 7,354 |
| **Earnings per share (Note 7)($)** | | | | | | | | |
| Basic | 66.67 | N/A | 0.78 | 0.11 | N/A | 0.99 | N/A | 1.09 |
| Diluted | 66.67 | N/A | 0.77 | 0.11 | N/A | 0.99 | N/A | 1.09 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement**

**for the quarter ended March 31, 2005**

**Note 1: Royal Dutch Shell**

Royal Dutch Shell has not engaged in any operational activities since its incorporation. Apart from the contemplated Transaction, Royal Dutch Shell has only borne the costs of administration expenses, acquired investments and issued share capital. Between the date of incorporation and the date of acquisition by Shell RDS Holding B.V. (October 21, 2004) these activities relate to previous owners and are inconsequential in amount.

The unaudited condensed interim financial information of Royal Dutch Shell has been prepared in accordance with International Accounting Standard 34 “Interim Financial Reporting” (“IAS 34”) and policies which are in accordance with the recognition and measurement requirements of those IFRS and International Financial Reporting Interpretations Committee (“IFRIC”) interpretations that are effective at the time of preparation or will be early adopted at December 31, 2005.

The balance sheet and income statement figures for Royal Dutch Shell are derived from the First Quarter 2005 Unaudited Condensed Interim Financial Report of Royal Dutch Shell included on pages G1- G12.

**Note 2: Royal Dutch/ Shell Group**

The balance sheet and income statement for the quarter ended March 31, 2005 for the Royal Dutch/ Shell Group are derived from the First Quarter 2005 Unaudited Condensed Interim Financial Report of the Royal Dutch/ Shell Group contained in the Q1 Form 6-K. This financial report is prepared in accordance with IAS 34 and policies which are in accordance with the recognition and measurement requirements of those IFRS and IFRIC interpretations that are effective at the time of preparation or will be early adopted at December 31, 2005 and presented in U.S. dollars.

**Note 3: Royal Dutch**

The unaudited condensed interim financial information of Royal Dutch has been prepared in accordance with IAS 34 and policies which are in accordance with the recognition and measurement requirements of those IFRS and IFRIC interpretations that are effective at the time of preparation or will be early adopted at December 31, 2005.

The preparation of the unaudited condensed interim financial information in accordance with IFRS has resulted in a change in accounting policies with respect to Investments and Share capital and shareholders’ equity.

Royal Dutch adopted IAS 32 and IAS 39 with effect from January 1, 2005 and therefore accounted for investments and share capital until the end of 2004 under Netherlands GAAP. The accounting policies in respect of investments and share capital and shareholders’ equity applied from January 1, 2005 as set out below:

**Investments**

Financial instruments classified by Royal Dutch as available for sale are stated at fair value with any resultant gain or loss being recognized directly in equity in the revaluation reserve.

The fair value of the investment in companies of the Royal Dutch/ Shell Group is measured at 60% of the market capitalization of Royal Dutch and Shell Transport calculated using the quoted closing bid price at the balance sheet date less the individual assets and liabilities of Royal Dutch and Shell Transport.

**Share Capital and Shareholders’ Equity**

Ordinary shares are classified as equity. Priority shares are classified as a liability because dividend payments are not discretionary. Dividends thereon are recognized in the income statement as finance costs.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2005**

Set forth below are tables that present the conversion from euros into U.S. dollars of the financial position and results of operations of Royal Dutch, the financial information of which are prepared in accordance with IFRS.

| | Royal Dutch Balance Sheet As at March 31, 2005 | |
|---|---|---|
| | IFRS[a] | IFRS[b] |
| | (€ million) | ($ million) |
| **ASSETS** | | |
| **Non-current assets** | | |
| Investments: | | |
| available for sale investments | 95,791 | 124,146 |
| | 95,791 | 124,146 |
| **Current assets** | | |
| Accounts receivable | 964 | 1,249 |
| Cash and cash equivalents | 708 | 918 |
| | 1,672 | 2,167 |
| **Total assets** | 97,463 | 126,313 |
| **LIABILITIES** | | |
| **Non-current liabilities** | | |
| Debt | 1 | 1 |
| | 1 | 1 |
| **Current liabilities** | | |
| Accounts payable and accrued liabilities | 419 | 543 |
| | 419 | 543 |
| **Total liabilities** | 420 | 544 |
| **EQUITY** | | |
| **Group equity** | 97,043 | 125,769 |
| **Total liabilities and equity** | 97,463 | 126,313 |

| | Royal Dutch Income Statement Quarter ended March 31, 2005 | |
|---|---|---|
| | IFRS[a] | IFRS [c] |
| | (€ million) | ($ million) |
| Administrative expenses | (3) | (4) |
| Net finance costs and other income | 1,195 | 1,567 |
| **Income before taxation** | 1,192 | 1,563 |
| Taxation | — | — |
| **Income for the period** | 1,192 | 1,563 |
| | | |
| | € | $ |
| **Earnings per share[d]** | | |
| Basic | 0.59 | 0.78 |
| Diluted | 0.59 | 0.77 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement**
**for the quarter ended March 31, 2005**

(a) The figures for Royal Dutch included in this column are derived from the First Quarter 2005 Unaudited Condensed Interim Financial Report of Royal Dutch contained in the Q1 Form 6-K.

(b) This column presents Royal Dutch's financial position in accordance with IFRS, translated into U.S. dollars using the closing exchange rate as at March 31, 2005 ($1 = €0.77).

(c) This column represents Royal Dutch's income statement in accordance with IFRS, translated into U.S. dollars using the average exchange rate during the quarter ended March 31, 2005 ($1 = €0.76).

(d) The basic earnings per share amounts shown are based on income for the period. The calculation uses a weighted average number of Royal Dutch ordinary shares of 2,011,503,515 for the quarter ended March 31, 2005. This amount excludes Royal Dutch ordinary shares held by Royal Dutch/ Shell Group companies in respect of share options and other incentive compensation plans.

Diluted earnings per share are based on income for the period. For this calculation, the weighted number of Royal Dutch ordinary shares is increased by 5,970,220 for the quarter ended March 31, 2005 to reflect the dilutive effect of potentially issuable shares relating to share options and other incentive compensation plans.

**Note 4: Shell Transport**

The unaudited condensed interim financial information of Shell Transport has been prepared in accordance with IAS 34 and policies which are in accordance with the recognition and measurement requirements of those IFRS and IFRIC interpretations effective at the time of preparation or will be early adopted at December 31, 2005.

The preparation of the unaudited condensed interim financial information in accordance with IFRS has resulted in a change in accounting policies with respect to Investments and Share capital and shareholders' equity.

Shell Transport adopted IAS 32 and IAS 39 with effect from January 1, 2005 and therefore accounted for investments and share capital until the end of 2004 under UK GAAP. The accounting policies in respect of investments and share capital and shareholders' equity applied from January 1, 2005 as set out below:

**Investments**

Financial instruments classified by the company as available for sale are stated at fair value with any resultant gain or loss being recognized directly in equity in the revaluation reserve.

The fair value of the investment in companies of the Royal Dutch/ Shell Group is measured at 40% of the market capitalization of Royal Dutch and Shell Transport calculated using the quoted closing bid price at the balance sheet date less the individual assets and liabilities of Royal Dutch and Shell Transport.

**Share Capital and Shareholders' Equity**

Ordinary shares are classified as equity. Preference shares are classified as a liability because dividend payments are not discretionary. Dividends thereon are recognized in the income statement as finance costs.

Set forth below are tables that present the conversion from pounds sterling to U.S. dollars of the financial position and results of operations of Shell Transport, the financial information of which is prepared in accordance with IFRS.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2005**

| | Shell Transport Balance Sheet As at March 31, 2005 | |
|---|---|---|
| | IFRS[a] | IFRS[b] |
| | (£ million) | ($ million) |
| **ASSETS** | | |
| **Non-current assets** | | |
| Investments: | | |
| available for sale investments | 44,023 | 82,750 |
| | 44,023 | 82,750 |
| **Current assets** | | |
| Accounts receivable | 445 | 836 |
| Cash and cash equivalents | 161 | 303 |
| | 606 | 1,139 |
| **Total assets** | 44,629 | 83,889 |
| **LIABILITIES** | | |
| **Non-current liabilities** | | |
| Debt | 12 | 23 |
| | 12 | 23 |
| **Current liabilities** | | |
| Accounts payable and accrued liabilities | 31 | 58 |
| | 31 | 58 |
| **Total liabilities** | 43 | 81 |
| **EQUITY** | | |
| **Group equity** | 44,586 | 83,808 |
| **Total liabilities and equity** | 44,629 | 83,889 |

| | Shell Transport Income Statement Quarter ended March 31, 2005 | |
|---|---|---|
| | IFRS[a] | IFRS[c] |
| | (£ million) | ($ million) |
| Administrative expenses | (2) | (4) |
| Net finance costs and other income | 553 | 1,046 |
| **Income before taxation** | 551 | 1,042 |
| Taxation | — | — |
| **Income for the period** | 551 | 1,042 |
| | | |
| | £ | $ |
| **Earnings per share[d]** | | |
| Basic | 0.06 | 0.11 |
| Diluted | 0.06 | 0.11 |

(a) The figures for Shell Transport included in this column are derived from the First Quarter 2005 Unaudited Condensed Interim Financial Report of Shell Transport included in the Q1 Form 6-K.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement**
**for the quarter ended March 31, 2005**

(b) This column presents Shell Transport's financial position in accordance with IFRS, translated into U.S. dollars using the closing exchange rate as at March 31, 2005 ($1 = £0.53).

(c) This column represents Shell Transport's income statement in accordance with IFRS, translated into U.S. dollars using the average exchange during the quarter ended March 31, 2005 ($1 = £0.53).

(d) The basic earnings per share amounts shown is based on the income for the period. The calculation uses a weighted average number of Shell Transport ordinary shares of 9,434,732,591 for the quarter ended March 31, 2005. The earnings per share calculation excludes Shell Transport ordinary shares held by Royal Dutch/ Shell Group companies for share options and other incentive compensation plans.

Diluted earnings per share is based on income for the period. For this calculation, the weighted number of Shell Transport ordinary shares is increased by 20,290,426 for the quarter ended March 31, 2005 to reflect the dilutive effect of potentially issuable shares relating to share option and other incentive compensation plans.

**Note 5: Pro forma adjustments**

This column gives effect to the adjustments necessary to reflect the Transaction (including the combination of Royal Dutch Shell, the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport), Share Redemptions and, in addition in the case of the balance sheet only, to reflect transaction costs to be incurred after balance sheet date.

Royal Dutch currently owns 60% of the Royal Dutch/ Shell Group and Shell Transport owns 40% and the exchange ratios have been set to give effect to this ownership of their economic interest in the Royal Dutch/ Shell Group. The transactions to give effect to this are the exchange of outstanding Royal Dutch ordinary shares for Class A Shares and Class A ADRs in the offer and the cancelation of outstanding Shell Transport ordinary shares and Shell Transport ADRs and issuance of Class B Shares and Class B ADRs in the Scheme of Arrangement. These steps are transactions between entities within the pro forma Royal Dutch Shell combined financial information and are eliminated upon consolidation.

(a) This adjustment of $206,896 million as at March 31, 2005 reflects the elimination of the investments of Royal Dutch and Shell Transport in the equity of the Royal Dutch/ Shell Group (reflected in the historical accounts of Royal Dutch and Shell Transport) and the elimination of the investment of Royal Dutch and Shell Transport in the equity of Royal Dutch Shell. The corresponding adjustment is to "Total equity".

(b) This adjustment of $2,123 million as at March 31, 2005 reflects:

- the elimination of dividends payable by the Royal Dutch/ Shell Group to Royal Dutch and Shell Transport as at March 31, 2005 of $2,085 million (included within "Dividends payable to Parent Companies" in the Royal Dutch/ Shell Group balance sheet). These dividends due to Royal Dutch and Shell Transport are included within "Accounts receivable" in the balance sheets of Royal Dutch and Shell Transport. The adjustment eliminates the "Accounts receivable" in the Royal Dutch and Shell Transport balance sheets and the offsetting "Dividends payable to Parent Companies" in the Royal Dutch/ Shell Group balance sheet;

- the elimination of $2 million of expenses prepaid by a Royal Dutch/ Shell Group company on behalf of Shell Transport as at March 31, 2005. The adjustment eliminates within "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Accounts payable and accrued liabilities" in the Shell Transport balance sheet;

- the elimination of a $30 million amount payable by Royal Dutch to a Royal Dutch/ Shell Group company as at March 31, 2005. The adjustment eliminates within "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Accounts payable and accrued liabilities" in the Royal Dutch balance sheet; and

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement**
**for the quarter ended March 31, 2005**

- the elimination of a $6 million amount payable by Royal Dutch Shell to a Royal Dutch/ Shell Group company as at March 31, 2005. The adjustment eliminates within "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Accounts payable and accrued liabilities" in the Royal Dutch Shell balance sheet.

(c) This adjustment of $441 million as at March 31, 2005 reflects:

- the redemption by Royal Dutch of the Royal Dutch priority shares for aggregate consideration of approximately $1 million and the cancelation and repayment by Shell Transport of the Shell Transport First preference shares and Shell Transport Second preference shares for aggregate consideration of approximately $28 million. These amounts will be paid in cash and will reduce "Non-current liabilities debt" by $24 million and "Total equity" by $5 million;

- the elimination of a $38 million short-term deposit by Royal Dutch with a Royal Dutch/ Shell Group company as at March 31, 2005. The adjustment eliminates within "Cash and cash equivalents" in the Royal Dutch balance sheet and the offsetting "Current liabilities debt" in the Royal Dutch/ Shell Group balance sheet; and

- the elimination of a $374 million Royal Dutch Shell short-term deposit held with a Royal Dutch/ Shell Group company as at March 31, 2005. The adjustment eliminates the "Cash and cash equivalents" in the Royal Dutch Shell balance sheet and the offsetting "Accounts payable and accrued liabilities" in the Royal Dutch/ Shell Group balance sheet.

(d) This adjustment of $38 million reflects the elimination of a short-term deposit by Royal Dutch with a Royal Dutch/ Shell Group company as at March 31, 2005. The adjustment eliminates within "Current liabilities debt" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Cash and cash equivalents" in the Royal Dutch balance sheet.

(e) This adjustment of $346 million as at March 31, 2005, reflects:

- the estimated costs of the Transaction to be incurred after March 31, 2005 of $66 million. The charge of $66 million has been included as an accrual within "Accounts payable and accrued liabilities" in the balance sheet. The corresponding adjustment is to "Total equity";

- the elimination of $2 million of expenses prepaid by a Royal Dutch/ Shell Group company on behalf of Shell Transport as at March 31, 2005. The adjustment eliminates within "Accounts payable and accrued liabilities" in the Shell Transport balance sheet and the offsetting "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet;

- the elimination of a $30 million amount payable by Royal Dutch to a Royal Dutch/ Shell Group company as at March 31, 2005. The adjustment eliminates within "Accounts payable and accrued liabilities" in the Royal Dutch balance sheet and the offsetting "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet;

- the elimination of a $6 million amount payable by Royal Dutch Shell to a Royal Dutch/ Shell Group company as at March 31, 2005. The adjustment eliminates within "Accounts payable and accrued liabilities" in the Royal Dutch Shell balance sheet and the offsetting "Accounts receivable" in the Royal Dutch/ Shell Group balance sheet; and

- the elimination of $374 million Royal Dutch Shell deposited with a Royal Dutch/ Shell Group company as at March 31, 2005. The adjustment eliminates within "Accounts payable and accrued liabilities" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Cash and cash equivalents" in the Royal Dutch Shell balance sheet.

(f) The adjustment to "Total equity" reflects the elimination of the Royal Dutch and Shell Transport investment in the equity of the Royal Dutch/ Shell Group and Royal Dutch Shell of $206,896 million as at March 31, 2005, noted in (a) above, the accrual for costs of the Transaction to be incurred after March 31, 2005 of

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2005**

$66 million noted in (e) above and $5 million for the redemption of the Royal Dutch Priority Shares and the cancelation and repayment of the Shell Transport Preference Shares noted in (c) above.

(g) This adjustment of $2,605 million as at March 31, 2005 represents the elimination of Royal Dutch's and Shell Transport's income derived from their interests in the Royal Dutch/ Shell Group.

**Note 6: IFRS Pro forma combined Royal Dutch Shell**

This column in the income statement and balance sheet reflects the Unaudited Condensed Pro forma Combined Income Statement and Balance Sheet of Royal Dutch Shell in accordance with IFRS and presented in U.S. dollars in order to give a better understanding of what the results of operations and financial position of Royal Dutch Shell might have looked like on a combined basis had the Transaction occurred on an earlier date.

**Note 7: Earnings per share**

After the Transaction and the exchange of Royal Dutch and Shell Transport shares for Royal Dutch Shell shares, the earnings per share for the shareholders of Royal Dutch and Shell Transport are expected to be equivalent with that for Royal Dutch Shell.

(a) Earnings per share

Earnings for Royal Dutch, Shell Transport and Royal Dutch Shell (in accordance with IFRS and presented in U.S. dollars) and the number of shares outstanding at March 31, 2005 are as follows:

| | Royal Dutch Shell | Royal Dutch/Shell Group | Royal Dutch | Shell Transport | Pro forma adjustments | Pro forma combined Royal Dutch Shell |
|---|---|---|---|---|---|---|
| Earnings ($ million) at March 31, 2005 | 1 | 6,673 | 1,563 | 1,042 | (2,605) | 6,674 |
| Shares outstanding at March 31, 2005 | — | — | 2,081,725,000 | 9,603,350,000 | — | 6,922,809,999 |

The unaudited basic and diluted earnings per share for the Royal Dutch Shell on a pro forma combined basis are calculated using net income of $6,674 million at March 31, 2005 and a weighted average number of shares of 6,733,917,672 at March 31, 2005 for the basic earnings per share and 6,751,688,223 at March 31, 2005 for the diluted earnings per share.

The weighted average number of shares outstanding during the quarter ended March 31, 2005 for Royal Dutch Shell is based on the equivalent weighted average number of shares for Royal Dutch and Shell Transport (see Note 7(b) below).

| | Royal Dutch | Shell Transport | Pro forma combined Royal Dutch Shell |
|---|---|---|---|
| Average number of shares outstanding during the quarter ended March 31, 2005. | 2,011,503,515 | 9,434,732,591 | 6,733,917,672 |
| Diluted average number of shares outstanding during the quarter ended March 31, 2005. | 2,017,473,735 | 9,455,023,017 | 6,751,688,223 |
| | $ | $ | $ |
| Earnings per share: | | | |
| Basic | 0.78 | 0.11 | 0.99 |
| Diluted | 0.77 | 0.11 | 0.99 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement**
**for the quarter ended March 31, 2005**

(b) Calculation of weighted average number of shares

The weighted average number of shares is based on outstanding shares, after deduction of shares held by Royal Dutch/ Shell Group companies in respect of stock options and other incentive compensation plans, assuming the Royal Dutch and Shell Transport shares relating to share options schemes will be exchanged 100% and at the agreed ratio of 1:2 and 1:0.287333066, respectively, as under the terms of the Transaction. For the purpose of the calculation, shares repurchased under the Royal Dutch and Shell Transport buyback programs are deemed to have been canceled on the purchase date.

Diluted earnings per share are based on the same net income figures. For this calculation the weighted average number of Royal Dutch and Shell Transport shares that would have been exchanged at the agreed ratios is increased by 17,770,551 at March 31, 2005 for the dilutive effect of potentially issuable shares relating to share options plans as mentioned above.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2005**

## Note 8: Reconciliation between International Financial Reporting Standards and U.S. GAAP

Royal Dutch Shell has adopted IFRS in 2005.

The following tables provide the summary of adjustments between IFRS and U.S. GAAP for Royal Dutch Shell on an unaudited condensed pro forma combined basis as at and for the quarter ended March 31, 2005. There are no differences between IFRS and U.S. GAAP for Royal Dutch, Shell Transport or Royal Dutch Shell which would require adjustment to the Royal Dutch Shell pro forma.

| | Employee benefits[a] | Impairments[b] | Financial instruments[c] | Other[d] | Total U.S. GAAP adjustments |
|---|---|---|---|---|---|
| | | | $ million | | |
| **ASSETS** | | | | | |
| **Non-current assets** | | | | | |
| Property, plant and equipment | — | 519 | — | (147) | 372 |
| Intangible assets | 349 | — | — | (21) | 328 |
| Investments: | | | | | |
| equity accounted investments | 100 | (609) | — | 134 | (375) |
| available for sale investments | — | — | — | — | — |
| financial assets | — | — | (513) | 48 | (465) |
| Deferred tax | (994) | (12) | 1 | 224 | (781) |
| Other | 5,552 | — | — | 187 | 5,739 |
| | 5,007 | (102) | (512) | 425 | 4,818 |
| **Current assets** | | | | | |
| Inventories | — | — | — | — | — |
| Accounts receivable | — | — | (78) | (29) | (107) |
| Cash and cash equivalents | — | — | — | — | — |
| | — | — | (78) | (29) | (107) |
| **Total assets** | 5,007 | (102) | (590) | 396 | 4,711 |
| **LIABILITIES** | | | | | |
| **Non-current liabilities** | | | | | |
| Debt | — | — | (11) | (230) | (241) |
| Deferred tax | 1,491 | 107 | (13) | 272 | 1,857 |
| Other provisions | (1,342) | — | — | (1,460) | (2,802) |
| Other | — | — | — | 1,471 | 1,471 |
| | 149 | 107 | (24) | 53 | 285 |
| **Current liabilities** | | | | | |
| Debt | — | — | — | 26 | 26 |
| Accounts payable and accrued liabilities and provisions | (54) | — | (30) | (51) | (135) |
| Taxes payable | — | — | — | — | — |
| Dividends payable to Parent Companies | — | — | — | — | — |
| | (54) | — | (30) | (25) | (109) |
| **Total liabilities** | 95 | 107 | (54) | 28 | 176 |
| **EQUITY** | | | | | |
| **Group equity** | 4,892 | (209) | (536) | 386 | 4,533 |
| Minority interests | 20 | — | — | (18) | 2 |
| **Total equity** | 4,912 | (209) | (536) | 368 | 4,535 |
| **Total liabilities and equity** | 5,007 | (102) | (590) | 396 | 4,711 |

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2005**

| | Discontinued operations and reclassification adjustments[e] | Other | Total U.S. GAAP adjustments |
|---|---|---|---|
| | | $ million | |
| Sales proceeds | (233) | (58) | (291) |
| Less: Sales taxes, excise duties and similar levies | 45 | — | 45 |
| **Revenue** | (188) | (58) | (246) |
| Cost of sales | (240) | 40 | (200) |
| **Gross profit** | (428) | (18) | (446) |
| Selling and distribution expenses | 29 | 48 | 77 |
| Administrative expenses | — | 25 | 25 |
| Exploration | — | — | — |
| Research and development | (93) | — | (93) |
| Share of profit of equity accounted investments | 1,062 | 29 | 1,091 |
| Net finance costs and other income | (49) | 17 | (32) |
| **Income before taxation** | 521 | 101 | 622 |
| Taxation | (1,113) | 85 | (1,028) |
| **Income from continuing operations** | (592) | 186 | (406) |
| Income from discontinued operations | 592 | — | 592 |
| **Income for the period** | — | 186 | 186 |
| Attributable to minority interests | — | (60) | (60) |
| Cumulative effect of a change in accounting policy | — | 554 | 554 |
| **Income for the period attributable to equity holders** | — | 680 | 680 |

The significant changes affecting the pro forma balance sheet at March 31, 2005 and the income statement for the quarter ended March 31, 2005 are described below.

For U.S. GAAP purposes, the Royal Dutch/Shell Group changed its presentation of incorporated joint ventures, in which the Group has a liability proportionate to its interest. Previously the joint ventures were proportionately consolidated. As of January 1, 2005, these ventures are presented as equity accounted investments. This change has no impact on total equity or income.

From the same date, the Group changed its U.S. GAAP accounting policy for major inspection costs. Previously such costs were expensed as incurred. From January 1, 2005 such costs are capitalized and amortized to income over the period until the next planned major inspection. The cumulative effect of the change of policy ($554 million) has been included in U.S. GAAP net income for quarter ended March 31, 2005.

Consequently, the related reconciling items between IFRS and U.S. GAAP that existed at March 31, 2004 and at December 31, 2004 do not exist at March 31, 2005.

(a) Employee benefits

Under IFRS, all gains and losses related to defined benefit pension arrangements and other post retirement benefits at the date of transition have been recognized in the 2004 opening balance sheet, with a corresponding reduction in equity of $4,938 million. The resulting increase in equity under U.S. GAAP at March 31, 2005 is $4,912 million.

Under IFRS, the use of the fair value of pension plan assets (rather than market-related value under U.S. GAAP) to calculate annual expected investment returns and the changed approach to amortization of investment gains/losses can be expected to increase volatility in income going forward.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement**
**for the quarter ended March 31, 2005**

(b) Impairments

Under U.S. GAAP, only if an asset's estimated undiscounted future cash flows are below its carrying amount is a determination required of the amount of any impairment based on discounted cash flows. There is no undiscounted test under IFRS.

Under U.S. GAAP, impairments are not reversed. Under IFRS, a favorable change in the circumstances which resulted in an impairment of an asset other than goodwill would trigger the requirement for a redetermination of the amount of the impairment and any reversal is recognized in income.

(c) Financial instruments

From January 1, 2005 certain unquoted equity securities are recognized at fair value under IFRS, compared with recognition at cost under U.S. GAAP. This change in accounting has no impact on the timing of recognition of income arising from these investments. From the same date, certain commodity contracts and embedded derivatives that are not recognized under U.S. GAAP are recognized at fair value under IFRS.

(d) Other adjustments

Other reconciling items include: the reclassifications between line item allocations under IFRS which do not affect equity compared with that shown under U.S. GAAP; differences arising from cumulative currency translation differences; other differences arising from IAS 12 Income Taxes and IAS 17 Leases.

(e) Discontinued operations and reclassifications

The definition of activities classified as discontinued operations under IFRS differs from that under U.S. GAAP. Under IFRS equity accounted or other investments are not excluded from this classification, but the activity must be a separate major line of business or geographical area of operations. As a result, all of the items presented as discontinued operations in 2005 under U.S. GAAP are included within continuing operations under IFRS.

Reclassifications are differences in line item allocations under IFRS which do not affect income compared with U.S. GAAP. These mainly comprise the impact of reporting accretion expense on asset retirement obligations as net finance costs rather than as cost of sales, and research and development within cost of sales.

## Unaudited Condensed Pro Forma Combined Balance Sheet as at March 31, 2004

### IFRS

| | Royal Dutch Shell | Royal Dutch/ Shell Group | Royal Dutch | Shell Transport | Pro forma adjustments | IFRS Pro forma combined Royal Dutch Shell | U.S. GAAP adjustments | U.S. GAAP Pro forma Combined Royal Dutch Shell |
|---|---|---|---|---|---|---|---|---|
| | Note 1 | Note 2 | Note 3 | Note 4 | Note 5 $ million | Note 6 | Note 8 | |
| **ASSETS** | | | | | | | | |
| **Non-current assets** | | | | | | | | |
| Property, plant and equipment | — | 85,538 | — | — | — | 85,538 | 603 | 86,141 |
| Intangible assets | — | 4,373 | — | — | — | 4,373 | 335 | 4,708 |
| Investments: | | | | | | | | |
| companies of the Royal Dutch/ Shell Group | — | — | 45,617 | 30,411 | (76,028) [a] | — | — | — |
| equity accounted investments | — | 19,888 | — | — | — | 19,888 | 88 | 19,976 |
| financial assets | — | 2,597 | — | — | — | 2,597 | 51 | 2,648 |
| Deferred tax | — | 3,050 | — | — | — | 3,050 | (958) | 2,092 |
| Other assets | — | 4,834 | — | — | — | 4,834 | 5,081 | 9,915 |
| | — | 120,280 | 45,617 | 30,411 | (76,028) | 120,280 | 5,200 | 125,480 |
| **Current assets** | | | | | | | | |
| Inventories | — | 13,602 | — | — | — | 13,602 | 13 | 13,615 |
| Accounts receivable | — | 30,229 | 3,022 | 2,093 | (5,091) [b] | 30,253 | 435 | 30,688 |
| Cash and cash equivalents | — | 5,723 | 472 | 158 | (66) [c] | 6,287 | 9 | 6,296 |
| | — | 49,554 | 3,494 | 2,251 | (5,157) | 50,142 | 457 | 50,599 |
| **Total assets** | — | 169,834 | 49,111 | 32,662 | (81,185) | 170,422 | 5,657 | 176,079 |
| **LIABILITIES** | | | | | | | | |
| **Non-current liabilities** | | | | | | | | |
| Debt | — | 9,902 | — | — | — | 9,902 | (174) | 9,728 |
| Deferred tax | — | 13,760 | — | — | — | 13,760 | 1,414 | 15,174 |
| Other provisions | — | 12,132 | — | — | — | 12,132 | (2,832) | 9,300 |
| Other | — | 4,292 | — | — | — | 4,292 | 1,897 | 6,189 |
| | — | 40,086 | — | — | — | 40,086 | 305 | 40,391 |
| **Current liabilities** | | | | | | | | |
| Debt | — | 7,552 | — | — | (37) [d] | 7,515 | (4) | 7,511 |
| Accounts payable and accrued liabilities and provisions | — | 32,871 | 10 | 1,737 | 115 [e] | 34,733 | (494) | 34,239 |
| Taxes payable | — | 8,750 | — | — | — | 8,750 | 1,200 | 9,950 |
| Dividends payable to Parent Companies | — | 5,091 | — | — | (5,091) [b] | — | — | — |
| | — | 54,264 | 10 | 1,737 | (5,013) | 50,998 | 702 | 51,700 |
| **Total liabilities** | — | 94,350 | 10 | 1,737 | (5,013) | 91,084 | 1,007 | 92,091 |
| **EQUITY** | | | | | | | | |
| **Group equity** | — | 71,718 | 49,101 | 30,925 | (76,172) | 75,572 | 4,641 | 80,213 |
| Minority interests | — | 3,766 | — | — | — | 3,766 | 9 | 3,775 |
| **Total equity** | — | 75,484 | 49,101 | 30,925 | (76,172) [f] | 79,338 | 4,650 | 83,988 |
| **Total liabilities and equity** | — | 169,834 | 49,111 | 32,662 | (81,185) | 170,422 | 5,657 | 176,079 |

## Unaudited Condensed Pro Forma Combined Income Statement for the quarter ended March 31, 2004

### IFRS

| | Royal Dutch Shell* | Royal Dutch/ Shell Group | Royal Dutch | Shell Transport | Pro forma Adjustments | IFRS Pro forma combined Royal Dutch Shell | U.S. GAAP Adjustments | U.S. GAAP Pro forma Combined Royal Dutch Shell |
|---|---|---|---|---|---|---|---|---|
| | Note 1 | Note 2 | Note 3 | Note 4 | Note 5 | Note 6 | Note 8 | |
| | | | | | $ million (except per share amounts) | | | |
| Sales proceeds | — | 74,748 | — | — | — | 74,748 | 160 | 74,908 |
| Less: Sales taxes, excise duties and similar levies | — | (17,480) | — | — | — | (17,480) | (214) | (17,694) |
| **Revenue** | — | 57,268 | — | — | — | 57,268 | (54) | 57,214 |
| Cost of sales | — | (47,437) | — | — | — | (47,437) | 176 | (47,261) |
| **Gross profit** | — | 9,831 | — | — | — | 9,831 | 122 | 9,953 |
| Selling and distribution expenses | — | (2,913) | — | — | — | (2,913) | 78 | (2,835) |
| Administrative expenses | — | (463) | (2) | (4) | — | (469) | (8) | (477) |
| Exploration | — | (111) | — | — | — | (111) | (13) | (124) |
| Research and development | — | — | — | — | — | — | (136) | (136) |
| Share of profit of equity accounted investments | — | 1,131 | — | — | — | 1,131 | 159 | 1,290 |
| Share of net income of Royal Dutch/Shell Group | — | — | 2,739 | — | (2,739) [g] | — | — | — |
| Net finance costs and other income | — | 174 | 2 | 2 | — | 178 | 110 | 288 |
| **Income before taxation** | — | 7,649 | 2,739 | (2) | (2,739) | 7,647 | 312 | 7,959 |
| Taxation | — | (2,822) | — | — | — | (2,822) | (668) | (3,490) |
| **Income from continuing operations** | — | 4,827 | 2,739 | (2) | (2,739) | 4,825 | (356) | 4,469 |
| Income from discontinued operations | — | 20 | — | — | — | 20 | 242 | 262 |
| **Income for the period** | — | 4,847 | 2,739 | (2) | (2,739) | 4,845 | (114) | 4,731 |
| Attributable to minority interests | — | 145 | — | — | — | 145 | 20 | (125) |
| **Income for the period attributable to equity holders** | — | 4,702 | 2,739 | (2) | (2,739) | 4,700 | (94) | 4,606 |
| **Earnings per share (Note 7) ($)** | | | | | | | | |
| Basic | — | N/A | 1.35 | — | N/A | 0.69 | N/A | 0.68 |
| Diluted | — | N/A | 1.35 | — | N/A | 0.69 | N/A | 0.68 |

* For the one month to March 31, 2004.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement**

**for the quarter ended March 31, 2004**

**Note 1: Royal Dutch Shell**

Royal Dutch Shell has not engaged in any operational activities since its incorporation. Apart from the contemplated Transaction, Royal Dutch Shell has only borne the costs of administration expenses, acquired investments and issued share capital. Between the date of incorporation and the date of acquisition by Shell RDS Holding B.V. (October 21, 2004) these activities relate to previous owners and are inconsequential in amount.

The unaudited condensed interim financial information of Royal Dutch Shell has been prepared in accordance with International Accounting Standard 34 “Interim Financial Reporting” (“IAS 34”) and the policies applied in accordance with the recognition and measurement requirements of those IFRS and International Financial Reporting Interpretations Committee (“IFRIC”) interpretations effective at time of preparation or will be early adopted at December 31, 2005.

The balance sheet and income statement figures for Royal Dutch Shell are derived from the First Quarter 2005 Unaudited Condensed Interim Financial Report of Royal Dutch Shell included on pages G1- G12.

**Note 2: Royal Dutch/ Shell Group**

The balance sheet and income statement for the quarter ended March 31, 2004 for the Royal Dutch/ Shell Group are derived from the First Quarter 2005 Unaudited Condensed Interim Financial Report of the Royal Dutch/ Shell Group contained in the Q1 Form 6-K. This financial report is prepared in accordance with IAS 34 and policies which are in accordance with the recognition and measurement requirements of those IFRS and IFRIC interpretations that are effective at the time of preparation or will be early adopted at December 31, 2005 and presented in U.S. dollars.

**Note 3: Royal Dutch**

The unaudited condensed interim financial information of Royal Dutch has been prepared in accordance with IAS 34 and policies which are in accordance with the recognition and measurement requirements of those IFRS and IFRIC interpretations that are effective at time of preparation or will be early adopted at December 31, 2005.

The preparation of the unaudited condensed interim financial information in accordance with IFRS has resulted in a change in accounting policies with respect to Investments and Share capital and shareholders’ equity.

Royal Dutch adopted IAS 32 and IAS 39 with effect from January 1, 2005 and therefore accounted for investments and share capital until the end of 2004 under Netherlands GAAP. Information for quarter ended March 31, 2004 has not been restated to IFRS. The accounting policies in respect of investments and share capital and shareholders’ equity which differ from the accounting policies in effect from January 1, 2005 are set out below:

**Investments**

Royal Dutch’s investments in Group companies comprise a 60% interest in the Group’s net assets. These investments are accounted for using the equity method.

**Share capital and shareholders’ equity**

All shares are classified as shareholders’ equity.

Set forth below are tables that present the conversion from euros into U.S. dollars of the financial position and results of operations of Royal Dutch, the financial information of which is prepared in accordance with IFRS.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2004**

| | Royal Dutch Balance Sheet As at March 31, 2004 | |
|---|---|---|
| | IFRS[a] | IFRS[b] |
| | (€ million) | ($ million) |
| **ASSETS** | | |
| **Non-current assets** | | |
| Investments: | | |
| companies of the Royal Dutch/ Shell Group | 37,269 | 45,617 |
| | 37,269 | 45,617 |
| **Current assets** | | |
| Accounts receivable | 2,469 | 3,022 |
| Cash and cash equivalents | 386 | 472 |
| | 2,855 | 3,494 |
| **Total assets** | 40,124 | 49,111 |
| **LIABILITIES** | | |
| **Current liabilities** | | |
| Accounts payable and accrued liabilities | 8 | 10 |
| | 8 | 10 |
| **Total liabilities** | 8 | 10 |
| **EQUITY** | | |
| **Group equity** | 40,116 | 49,101 |
| **Total liabilities and equity** | 40,124 | 49,111 |

| | Royal Dutch Income Statement Quarter ended March 31, 2004 | |
|---|---|---|
| | IFRS[a] | IFRS[c] |
| | (€ million) | ($ million) |
| Administrative expenses | (2) | (2) |
| Share in net income of Royal Dutch/ Shell Group | 2,192 | 2,739 |
| Net finance costs and other income | 2 | 2 |
| **Income before taxation** | 2,192 | 2,739 |
| Taxation | — | — |
| **Income for the period** | 2,192 | 2,739 |
| | € | $ |
| **Earnings per share[d]** | | |
| Basic | 1.08 | 1.35 |
| Diluted | 1.08 | 1.35 |

(a) The figures for Royal Dutch included in this column are derived from the First Quarter 2005 Unaudited Condensed Interim Financial Report of Royal Dutch contained in the Q1 Form 6-K.

(b) This column presents Royal Dutch's financial position in accordance with IFRS, translated into U.S. dollars using the closing exchange rate as at March 31, 2004 ($1 = €0.82).

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement**
**for the quarter ended March 31, 2004**

(c) This column represents Royal Dutch's income statement in accordance with IFRS, translated into U.S. dollars using the average exchange rate during the quarter ended March 31, 2004 ($1 = €0.80).

(d) The basic earnings per share amounts shown are based on net income and after deducting the 4% cumulative preference dividend on Royal Dutch priority shares, which dividend totaled €6,720 in the quarter ended March 31, 2004. The calculation uses a weighted average number of Royal Dutch ordinary shares of 2,033,223,756 for the quarter ended March 31, 2004. This amount is based on outstanding Royal Dutch ordinary shares, after deduction of Royal Dutch ordinary shares held by Royal Dutch/ Shell Group companies in respect of share options and other incentive compensation plans. For the purpose of the calculation, Royal Dutch ordinary shares repurchased under the buyback program are deemed to have been canceled on the purchase date.

Diluted earnings per share are based on net income and after deducting the 4% cumulative preference dividend on priority shares. For this calculation, the weighted number of Royal Dutch ordinary shares is increased by 15,033 for the quarter ended March 31, 2004 to reflect the dilutive effect of potentially issuable shares relating to share options and other incentive compensation plans.

**Note 4: Shell Transport**

The unaudited condensed interim financial information of Shell Transport has been prepared in accordance with IAS 34 and policies which are in accordance with the recognition and measurement requirements of those IFRS and IFRIC interpretations that are effective at time of preparation or will be early adopted at December 31, 2005.

The preparation of the unaudited condensed interim financial information in accordance with IFRS has resulted in a change in accounting policies with respect to Investments and Share capital and shareholders' equity.

Shell Transport adopted IAS 32 and IAS 39 with effect from January 1, 2005 and therefore accounted for investments and share capital until the end of 2004 under UK GAAP. Information for quarter ended March 31, 2004 has not been restated to IFRS. The accounting policies in respect of investments and share capital and shareholders' equity which differ from the accounting policies in effect from January 1, 2005 are set out below:

**Investments**

Shell Transport's investments in Group companies comprise a 40% interest in the Group's net assets. An amount equal to 40% of the net assets of the Group, as presented in the Group Financial Statements in accordance with Netherlands GAAP, is included in the Company's accounts as the Directors' valuation of this investment. The difference between the cost and the amount at which the investments are stated in the balance sheet has been taken to the Revaluation Reserve.

**Share capital and shareholders' equity**

All shares are classified as shareholders' funds. UK GAAP includes a concept of allocating shareholders' funds between equity and non-equity interests. As a result of this the First and Second Preference shares of the Company were classified as non-equity within Shareholders' funds.

Set forth below are tables that present the conversion from pounds sterling into U.S. dollars of the financial position and results of operations of Shell Transport, the financial information of which are prepared in accordance with IFRS.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2004**

| | Shell Transport Balance Sheet As at March 31, 2004 | |
|---|---|---|
| | IFRS[a] | IFRS[b] |
| | (£ million) | ($ million) |
| **ASSETS** | | |
| **Non-current assets** | | |
| Investments: | | |
| companies of the Royal Dutch/ Shell Group | 16,568 | 30,411 |
| | 16,568 | 30,411 |
| **Current assets** | | |
| Accounts receivable | 1,140 | 2,093 |
| Cash and cash equivalents | 86 | 158 |
| | 1,226 | 2,251 |
| **Total assets** | 17,794 | 32,662 |
| **LIABILITIES** | | |
| **Current liabilities** | | |
| Accrued payable and accrued liabilities | 946 | 1,737 |
| | 946 | 1,737 |
| **Total liabilities** | 946 | 1,737 |
| **EQUITY** | | |
| **Group equity** | 16,848 | 30,925 |
| **Total liabilities and equity** | 17,794 | 32,662 |

| | Shell Transport Income Statement Quarter ended March 31, 2004 | |
|---|---|---|
| | IFRS[a] | IFRS[c] |
| | (£ million) | ($ million) |
| Administrative expenses | (2) | (4) |
| Net finance costs and other income | 1 | 2 |
| **Income before taxation** | (1) | (2) |
| Taxation | — | — |
| **Income for the period** | (1) | (2) |
| | £ | $ |
| **Earnings per share[d]** | | |
| Basic | — | — |
| Diluted | — | — |

(a) The figures for Shell Transport included in this column are derived from the First Quarter 2005 Unaudited Condensed Interim Financial Report of Shell Transport included in the Q1 Form 6-K.

(b) This column presents Shell Transport's financial position in accordance with IFRS, translated into U.S. dollars using the closing exchange rate as at March 31, 2004 ($1 = £0.54).

(c) This column represents Shell Transport's income statement in accordance with IFRS, translated into U.S. dollars using the average exchange during the quarter ended March 31, 2004 ($1 = £0.54).

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement**
**for the quarter ended March 31, 2004**

(d) The basic earnings per share amounts shown are calculated after deducting the 5.5% and 7% cumulative dividend on Shell Transport First preference shares and Shell Transport Second preference shares, respectively, which dividends totaled £0.2 million in the quarter ended March 31, 2004. The calculation uses a weighted average number of Shell Transport ordinary shares of 9,519,320,000 for the quarter ended March 31, 2004. The earnings per share calculation excludes Shell Transport ordinary shares held by Royal Dutch/ Shell Group companies for share options and other incentive compensation plans. For the purpose of the calculation, Shell Transport ordinary shares repurchased under the buyback program are deemed to have been canceled on the purchase date.

Diluted earnings per share are calculated after deducting the 5.5% and 7% cumulative dividend on Shell Transport First preference shares and Shell Transport Second preference shares, respectively. For this calculation, the weighted number of Shell Transport ordinary shares is increased by 279,000 for the quarter ended March 31, 2004 to reflect the dilutive effect of potentially issuable shares relating to share option and other incentive compensation plans as mentioned above.

**Note 5: Pro forma adjustments**

This column gives effect to the adjustments necessary to reflect the Transaction (including the combination of Royal Dutch Shell, the Royal Dutch/ Shell Group, Royal Dutch and Shell Transport), Share Redemptions and, in addition, in the case of the balance sheet only, to reflect transaction costs to be incurred after the balance sheet date.

Royal Dutch currently owns 60% of the Royal Dutch/ Shell Group and Shell Transport owns 40% and the exchange ratios have been set to give effect to this ownership of their economic interest in the Royal Dutch/ Shell Group. The transactions to give effect to this are the exchange of outstanding Royal Dutch ordinary shares for Class A Shares and Class A ADRs in the offer and the cancelation of outstanding Shell Transport ordinary shares and Shell Transport ADRs and issuance of Class B Shares and Class B ADRs in the Scheme of Arrangement. These steps are transactions between entities within the pro forma Royal Dutch Shell combined financial information and are eliminated upon consolidation.

(a) This adjustment of $76,028 million as at March 31, 2004 reflects the elimination of the investments of Royal Dutch and Shell Transport in the equity of the Royal Dutch/ Shell Group (reflected in the historical accounts of Royal Dutch and Shell Transport). The corresponding adjustment is to “Total equity”.

(b) This adjustment of $5,091 million as at March 31, 2004 reflects the elimination of dividends payable by the Royal Dutch/ Shell Group to Royal Dutch and Shell Transport as at March 31, 2004 (included within “Dividends payable to Parent Companies” in the Royal Dutch/ Shell Group balance sheet). These dividends due to Royal Dutch and Shell Transport are included within “Accounts receivable” in the balance sheets of Royal Dutch and Shell Transport. The adjustment eliminates the “Accounts receivable” in the Royal Dutch and Shell Transport balance sheets and the offsetting “Dividends payable to Parent Companies” in the Royal Dutch/ Shell Group balance sheet.

(c) This adjustment of $66 million as at March 31, 2004 reflects:

- the redemption by Royal Dutch of the Royal Dutch priority shares for aggregate consideration of approximately $1 million and the cancellation and repayment by Shell Transport of the Shell Transport First preference shares and Shell Transport Second preference shares for aggregate consideration of approximately $28 million. These amounts will be paid in cash and will reduce “Total equity” by $29 million; and

- the elimination of a $37 million short-term deposit by Royal Dutch with a Royal Dutch/ Shell Group company as at March 31, 2004. The adjustment eliminates within “Cash and cash equivalents” in the Royal Dutch balance sheet and the offsetting “Current liabilities debt” in the Royal Dutch/ Shell Group balance sheet.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2004**

(d) This adjustment of $37 million reflects the elimination of a short-term deposit by Royal Dutch with a Royal Dutch/ Shell Group company as at March 31, 2004. The adjustment eliminates within "Current liabilities debt" in the Royal Dutch/ Shell Group balance sheet and the offsetting "Cash and cash equivalents" in the Royal Dutch balance sheet.

(e) This adjustment of $115 million as at March 31, 2004, reflects the estimated costs of the Transaction to be incurred after March 31, 2004. The charge of $115 million has been included as an accrual within "Accounts payable and accrued liabilities" in the balance sheet. The corresponding adjustment is to "Total equity".

(f) The adjustment to "Total equity" reflects the elimination of the Royal Dutch and Shell Transport investment in the equity of the Royal Dutch/ Shell Group of $76,028 million as at March 31, 2004, noted in (a) above, the accrual for costs of the Transaction of $115 million noted in (e) above and $29 million for the redemption of the Royal Dutch Priority Shares and the cancelation and repayment of the Shell Transport Preference Shares noted in (c) above.

(g) This adjustment of $2,739 million as at March 31, 2004 represents the elimination of Royal Dutch's income derived from its interests in the Royal Dutch/ Shell Group.

**Note 6: IFRS Pro forma combined Royal Dutch Shell**

This column in the income statement and balance sheet reflects the Unaudited Condensed Pro forma Combined Income Statement and Balance Sheet of Royal Dutch Shell in accordance with IFRS and presented in U.S. dollars in order to give a better understanding of what the results of operations and financial position of Royal Dutch Shell might have looked like on a combined basis had the Transaction occurred on an earlier date.

**Note 7: Earnings per share**

After the Transaction and the exchange of Royal Dutch and Shell Transport shares for Royal Dutch Shell shares, the earnings per share for the shareholders of Royal Dutch and Shell Transport are expected to be equivalent with that for Royal Dutch Shell.

(a) Earnings per share

Earnings for Royal Dutch, Shell Transport and Royal Dutch Shell (in accordance with IFRS and presented in U.S. dollars) and the number of shares outstanding at March 31, 2004 are as follows:

| | Royal Dutch Shell/Group | Royal Dutch | Shell Transport | Pro forma adjustments | Pro forma combined Royal Dutch Shell |
|---|---|---|---|---|---|
| Earnings ($ million) at March 31, 2004. | 4,702 | 2,739 | (2) | (2,739) | 4,700 |
| Shares outstanding at March 31, 2004. | — | 2,083,500,000 | 9,667,500,000 | — | 6,944,792,416 |

The unaudited basic and diluted earnings per share for the Royal Dutch Shell on a pro forma combined basis are calculated using net income of $4,700 million at March 31, 2004 and a weighted average number of shares of 6,801,662,914 at March 31, 2004 for the basic earnings per share and 6,801,773,146 at March 31, 2004 for the diluted earnings per share.

The weighted average number of shares outstanding during the quarter ended March 31, 2004 for Royal Dutch Shell is based on the equivalent weighted average number of shares for Royal Dutch and Shell Transport (see Note 7(b) below).

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2004**

| | Royal Dutch | Shell Transport | Pro forma combined Royal Dutch Shell |
|---|---|---|---|
| Average number of shares outstanding during the quarter ended March 31, 2004. | 2,033,223,756 | 9,519,320,000 | 6,801,662,914 |
| Diluted average number of shares outstanding during the quarter ended March 31, 2004. | 2,033,238,789 | 9,519,599,000 | 6,801,773,146 |
| | $ | $ | $ |
| Earnings per share: | | | |
| Basic | 1.35 | — | 0.69 |
| Diluted | 1.35 | — | 0.69 |

(b) Calculation of weighted average number of shares

The weighted average number of shares is based on outstanding shares, after deduction of shares held by Royal Dutch/ Shell Group companies in respect of stock options and other incentive compensation plans, assuming the Royal Dutch and Shell Transport shares relating to share options schemes will be exchanged 100% and at the agreed ratio of 1:2 and 1:0.287333066, respectively, as under the terms of the Transaction. For the purpose of the calculation, shares repurchased under the Royal Dutch and Shell Transport buyback programs are deemed to have been canceled on the purchase date.

Diluted earnings per share are based on the same net income figures. For this calculation the weighted average number of Royal Dutch and Shell Transport shares that would have been exchanged at the agreed ratios is increased by 110,232 at March 31, 2004 for the dilutive effect of potentially issuable shares relating to share options plans as mentioned above.

**Note 8: Reconciliation between International Financial Reporting Standards and U.S. GAAP**

Royal Dutch Shell has adopted IFRS in 2005.

The following tables provide the summary of adjustments between IFRS and U.S. GAAP for Royal Dutch Shell on an unaudited pro forma combined basis as at and for the quarter ended March 31, 2004. There are no differences between IFRS and U.S. GAAP for Royal Dutch, Shell Transport or Royal Dutch Shell which would require adjustment to the Royal Dutch Shell pro forma.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2004**

| | Reclassifications[b] | Employee benefits[c] | Major inspection costs[e] | Other | Total U.S. GAAP adjustments |
|---|---|---|---|---|---|
| | | | $ million | | |
| **ASSETS** | | | | | |
| **Non-current assets** | | | | | |
| Property, plant and equipment | 1,255 | — | (578) | (74) | 603 |
| Intangible assets | 13 | 326 | — | (4) | 335 |
| Investments: | | | | | |
| equity accounted investments | 32 | 108 | (134) | 82 | 88 |
| financial assets | — | — | — | 51 | 51 |
| Deferred tax | — | (950) | 19 | (27) | (958) |
| Other assets | 9 | 5,025 | — | 47 | 5,081 |
| | 1,309 | 4,509 | (693) | 75 | 5,200 |
| **Current assets** | | | | | |
| Inventories | 13 | — | — | — | 13 |
| Accounts receivable | 437 | — | — | (2) | 435 |
| Cash and cash equivalents | 9 | — | — | — | 9 |
| | 459 | — | — | (2) | 457 |
| **Total assets** | 1,768 | 4,509 | (693) | 73 | 5,657 |
| **LIABILITIES** | | | | | |
| **Non-current liabilities** | | | | | |
| Debt | 12 | — | — | (186) | (174) |
| Deferred tax | 238 | 1,594 | (202) | (216) | 1,414 |
| Other provisions | (953) | (1,987) | — | 108 | (2,832) |
| Other | 1,709 | — | — | 188 | 1,897 |
| | 1,006 | (393) | (202) | (106) | 305 |
| **Current liabilities** | | | | | |
| Debt | — | — | — | (4) | (4) |
| Accounts payable and accrued liabilities and provisions | (438) | (60) | — | 4 | (494) |
| Taxes payable | 1,200 | — | — | — | 1,200 |
| Dividends payable to Parent Companies | — | — | — | — | — |
| | 762 | (60) | — | — | 702 |
| **Total liabilities** | 1,768 | (453) | (202) | (106) | 1,007 |
| **EQUITY** | | | | | |
| **Group equity** | — | 4,942 | (476) | 175 | 4,641 |
| Minority interests | — | 20 | (15) | 4 | 9 |
| **Total equity** | — | 4,962 | (491) | 179 | 4,650 |
| **Total liabilities and equity** | 1,768 | 4,509 | (693) | 73 | 5,657 |

## Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement for the quarter ended March 31, 2004

| | Discontinued operations[a] | Reclassifications[b] | Employee benefits[c] | Employee benefits[d] | CCTD[f] | Major inspection[e] costs | Other | Total U.S. GAAP adjustments |
|---|---|---|---|---|---|---|---|---|
| | | | | $ million | | | | |
| Sales proceeds | (1,301) | 1,461 | — | — | — | — | — | 160 |
| Less: Sales taxes, excise duties and similar levies | 437 | (651) | — | — | — | — | — | (214) |
| **Revenue** | (864) | 810 | — | — | — | — | — | (54) |
| Cost of sales | 418 | (151) | 55 | 21 | (16) | (138) | (13) | 176 |
| **Gross profit** | (446) | 659 | 55 | 21 | (16) | (138) | (13) | 122 |
| Selling and distribution expenses | 82 | — | (6) | 2 | — | — | — | 78 |
| Administrative expenses | 7 | — | (12) | — | — | — | (3) | (8) |
| Exploration | 1 | (14) | — | — | — | — | — | (13) |
| Research and development | — | (136) | — | — | — | — | — | (136) |
| Share of profit of equity accounted investments | 15 | 162 | (1) | — | — | (17) | — | 159 |
| Net finance costs and other income | 12 | 80 | — | — | — | — | 18 | 110 |
| **Income before taxation** | (329) | 751 | 36 | 23 | (16) | (155) | 2 | 312 |
| Taxation | 70 | (751) | (12) | 2 | — | 47 | (24) | (668) |
| **Income from continuing operations** | (259) | — | 24 | 25 | (16) | (108) | (22) | (356) |
| Income from discontinued operations | 242 | — | — | — | — | — | — | 242 |
| **Income for the period** | (17) | — | 24 | 25 | (16) | (108) | (22) | (114) |
| Attributable to minority interests | 17 | — | — | — | — | — | 3 | 20 |
| **Income for the period attributable to equity holders** | — | — | 24 | 25 | (16) | (108) | (19) | (94) |

The significant changes affecting the pro forma balance sheet at March 31, 2004 and the income statement for the quarter ended March 31, 2004 are described below.

(a) Discontinued operations

The definition of activities classified as discontinued operations under IFRS differs from that under U.S. GAAP. Under IFRS equity accounted or other investments are not excluded from this classification, but the activity must be a separate major line of business or geographical area of operations. As a result, all of the items presented as discontinued operations in 2004 under U.S. GAAP are included within continuing operations under IFRS.

(b) Reclassifications

Reclassifications shown on the balance sheet are differences in line item allocation under IFRS which do not affect equity compared with that shown under U.S. GAAP. They mainly comprise impacts from reporting all jointly controlled entities using the equity method and separate reporting of all provisions.

Reclassifications shown within the income statement are differences in line item allocations under IFRS which do not affect income compared with U.S. GAAP. These mainly comprise the impact of reporting accretion expense on asset retirement obligations as net finance costs rather than as cost of sales, and research and development within cost of sales.

**Notes to the Unaudited Condensed Pro Forma Combined Balance Sheet and Income Statement**
**for the quarter ended March 31, 2004**

(c) Employee benefits — Employee retirement plans and other post retirement benefits

Under IFRS, all gains and losses related to defined benefit pension arrangements and other post retirement benefits at the date of transition have been recognized in the 2004 opening balance sheet, with a corresponding reduction in equity of $4,938 million. The resulting increase in equity under U.S. GAAP at March 31, 2004 is $4,962 million.

Under IFRS, the use of the fair value of pension plan assets (rather than market-related value under U.S. GAAP) to calculate annual expected investment returns and the changed approach to amortization of investment gains/losses can be expected to increase volatility in income going forward.

(d) Employee benefits — Share based compensation

Under IFRS, share option awards made after November 7, 2002 and not vested at January 1, 2005 are expensed rather than the practice under U.S. GAAP of pro forma disclosure.

(e) Major inspection costs

Under IFRS, major inspection costs are capitalized and amortized to income over the period until the next planned major inspection. Under U.S. GAAP, prior to 2005, these costs were expensed as incurred.

(f) Cumulative currency translation differences (“CCTD”)

At transition to IFRS at January 1, 2004 the composition of equity changed because the balance of CCTD under U.S. GAAP was eliminated to increase retained earnings. Equity in total was not impacted. Because of this elimination, the amount of CCTD charged to income on disposals in 2004 was lower under IFRS compared with U.S. GAAP.

## INDEX TO FINANCIAL STATEMENTS OF ROYAL DUTCH SHELL PLC

**Report of Independent Registered Public Accounting Firms**

To the members of Royal Dutch Shell plc

We have audited the accompanying balance sheets of Royal Dutch Shell plc as of December 31, 2004, February 28, 2004 and February 28, 2003, and the related statements of profit and loss, of total recognized gains and losses, reconciliations of movements in shareholders' funds and of cash flows for the ten months ended December 31, 2004, year ended February 28, 2004 and period from February 5, 2002 (date of incorporation) to February 28, 2003. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Royal Dutch Shell plc as of December 31, 2004 and February 28, 2004, and the results of its operations and its cash flows for the ten months ended December 31, 2004, year ended February 28, 2004 and period from February 5, 2002 (date of incorporation) to February 28, 2003, in conformity with generally accepted accounting principles in the United Kingdom.

Accounting principles generally accepted in the United Kingdom vary in certain significant respects from accounting principles generally accepted in the United States of America. Information relating to the nature and effect of such differences is presented in Note 17 to the financial statements.

/s/ KPMG Audit Plc

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KPMG Audit Plc
London, UK
May 18, 2005

/s/ PricewaterhouseCoopers LLP

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PricewaterhouseCoopers LLP
London, UK
May 18, 2005

**ROYAL DUTCH SHELL PLC**

**PROFIT AND LOSS ACCOUNTS**

**Presented under UK GAAP**

| | Note | 10 months ended December 31, 2004 | Year ended February 28, 2004 | Period ended February 28, 2003* |
|---|---|---|---|---|
| | | US $ | US $ | US $ |
| Administrative expenses | | (293,261) | (697) | (242) |
| **Operating loss** | | (293,261) | (697) | (242) |
| Other interest receivable and similar income | 4 | 1,443,925 | 600 | 15 |
| **Profit/(loss) on ordinary activities before tax** | 2 | 1,150,664 | (97) | (227) |
| Tax on profit/(loss) on ordinary activities | 5 | (387,262) | — | — |
| **Profit/(loss) after tax** | | 763,402 | (97) | (227) |

* For the period from incorporation on February 5, 2002 to February 28, 2003.

See accompanying notes to financial statements on pages F-7 to F-18.

## ROYAL DUTCH SHELL PLC

## STATEMENTS OF TOTAL RECOGNIZED GAINS AND LOSSES

**Presented under UK GAAP**

| | 10 months ended December 31, 2004 | Year ended February 28, 2004 | Period ended February 28, 2003* |
|---|---|---|---|
| | US $ | US $ | US $ |
| **Profit/(loss) for the period** | 763,402 | (97) | (227) |
| Currency translation adjustments (Notes 1 (c) and 11) | 29,762,003 | 3,246 | (33) |
| **Total recognized gains and losses for the period** | 30,525,405 | 3,149 | (260) |

## RECONCILIATION OF MOVEMENTS IN SHAREHOLDERS' FUNDS

**Presented under UK GAAP**

| | 10 months ended December 31, 2004 | Year ended February 28, 2004 | Period ended February 28, 2003* |
|---|---|---|---|
| | US $ | US $ | US $ |
| **Total recognized gains and losses for the period** | 30,525,405 | 3,149 | (260) |
| New share capital issued | 366,429,959 | — | 21,042 |
| **Net addition to shareholders' funds** | 396,955,364 | 3,149 | 20,782 |
| Opening shareholders' funds | 23,931 | 20,782 | — |
| **Closing shareholders' funds** | 396,979,295 | 23,931 | 20,782 |

* For the period from incorporation on February 5, 2002 to February 28, 2003.

See accompanying notes to financial statements on pages F-7 to F-18.

**ROYAL DUTCH SHELL PLC**

**BALANCE SHEETS**

**Presented under UK GAAP**

| | Note | At December 31, 2004 | At February 28, 2004 | At February 28, 2003 |
|---|---|---|---|---|
| | | US $ | US $ | US $ |
| **CURRENT ASSETS** | | | | |
| Debtors | 6 | 434,520 | 159 | 20,307 |
| Investments | 7 | 391,250,015 | 1,409 | 475 |
| Cash at bank and in hand | | 11,970,737 | 23,508 | — |
| | | 403,655,272 | 25,076 | 20,782 |
| **CREDITORS**: amounts falling due within one year | 8 | (6,675,977) | (1,145) | — |
| **NET CURRENT ASSETS** | | 396,979,295 | 23,931 | 20,782 |
| **NET ASSETS** | | 396,979,295 | 23,931 | 20,782 |
| **CAPITAL AND RESERVES** | | | | |
| Called up share capital | 10 and 11 | 366,451,001 | 21,042 | 21,042 |
| Currency translation reserve | 11 | 29,765,216 | 3,213 | (33) |
| Profit and loss account | 11 | 763,078 | (324) | (227) |
| **SHAREHOLDERS' FUNDS** | 11 | 396,979,295 | 23,931 | 20,782 |
| **Equity** | | 939,475 | 23,931 | 20,782 |
| **Non equity** | | 396,039,820 | — | — |
| | | 396,979,295 | 23,931 | 20,782 |

See accompanying notes to financial statements on pages F-7 to F-18.

**ROYAL DUTCH SHELL PLC**

**CASH FLOW STATEMENTS**

**Presented under UK GAAP**

| | Note | 10 months ended December 31, 2004 | Year ended February 28, 2004 |
|---|---|---|---|
| | | US $ | US $ |
| **Net cash inflow/(outflow) from operating activities** | 12 | 14,316 | (13) |
| **Returns on investments and servicing of finance** | | | |
| Interest received | | 1,039,811 | 108 |
| **Capital expenditure and financial investment** | | | |
| Purchase of bonds | | — | (660) |
| **Management of liquid resources** | | | |
| Increase in short term investments | 1(g) | (361,421,048) | — |
| **Financing** | | | |
| Issue of share capital | | 366,429,959 | 20,675 |
| Short term financing from related party | | 5,568,718 | — |
| **Increase in cash in the period** | 13 | 11,631,756 | 20,110 |
| **Reconciliation of net cash flow to movement in net funds** | | | |
| Increase in cash in the period | | 11,631,756 | 20,110 |
| Cash outflow from management of liquid resources | | 361,421,048 | — |
| Changes in net funds resulting from cash flows | | 373,052,804 | 20,110 |
| Exchange movement | | 30,142,896 | 3,398 |
| **Movement in net funds in the period** | | 403,195,700 | 23,508 |
| **Net funds at start of period** | | 23,508 | — |
| **Net funds at end of period** | 13 | 403,219,208 | 23,508 |

There were no cash movements in the period from February 5, 2002 to February 28, 2003.

See accompanying notes to financial statements on pages F-7 to F-18.

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE FINANCIAL STATEMENTS**

## 1. Accounting policies

The following accounting policies have been applied consistently in dealing with items that are considered material in relation to the Company's financial statements.

### *a) Accounting convention and compliance with accounting standards*

The financial statements have been prepared on a going concern basis under the historical cost convention and in accordance with the United Kingdom Companies Act 1985, applicable Accounting Standards in the United Kingdom and the accounting policies as described below.

### *b) Foreign currency translation*

The functional currency of the Company for the 10 months ended December 31, 2004, year ended February 28, 2004 and period from February 5, 2002 (date of incorporation) to February 28, 2003 is the euro. The Company has had a limited number of transactions since incorporation, but its net assets are predominately euro denominated.

Income and expense items denominated in currencies other than the functional currency are translated into the functional currency at the rate ruling on their transaction date. Monetary assets and liabilities recorded in currencies other than the functional currency have been expressed in the functional currency at the rates of exchange ruling at the respective balance sheet dates. Differences on translation are included in the profit and loss account.

Share capital issued in currencies other than in the functional currency is translated into the functional currency at the exchange rate as at the date of issue.

### *c) Presentation currency*

The Company's presentation currency for each of the three periods is US Dollars.

On October 21, 2004 the ordinary share capital of the Company was purchased by Shell RDS Holding B.V., a company owned equally by Royal Dutch Petroleum Company (N.V. Koninklijke Nederlandsche Petroleum Maatschappij) ("Royal Dutch") and The "Shell" Transport and Trading Company p.l.c. ("Shell Transport").

On October 28, 2004, the Royal Dutch Board and the Shell Transport Board announced that they had unanimously agreed to propose to shareholders the unification of Royal Dutch and Shell Transport under a single parent company, Royal Dutch Shell plc ("Royal Dutch Shell"), which would, subject to shareholder approval, become the parent of Royal Dutch, Shell Transport and the Royal Dutch/ Shell Group of Companies (the companies, other than Royal Dutch Shell plc, in which Royal Dutch and Shell Transport together, either directly or indirectly, have control either through a majority of the voting rights or the right to exercise a controlling influence or to obtain the majority of the benefits and be exposed to the majority of the risks; the "Royal Dutch/ Shell Group"). The results of the Royal Dutch/ Shell Group are presented in US Dollars in the Annual Report and Accounts of Royal Dutch and Shell Transport. As the intended parent company of the Royal Dutch/ Shell Group, the Directors of the Company, having considered the requirements to select the most appropriate accounting policies and presentation of results, have concluded that it is appropriate that the presentation currency of the Company is US Dollars to enable relevance, comparability and understandibility of the financial statements to existing Royal Dutch and Shell Transport shareholders.

Assets and liabilities for each balance sheet presented are translated from the functional currency into US Dollars using the closing rate at the date of the balance sheet. Income, expenses and cash flows recognized in the period are translated at an average US Dollar exchange rate for the period.

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE FINANCIAL STATEMENTS (Continued)**

Resulting exchange differences are reflected as currency translation adjustments in the statement of total recognized gains and losses and are included in the currency translation reserve.

Share capital is recorded at the historical rate on the date of being issued and is not re-translated at each subsequent balance sheet date.

The applicable exchange rates compared to the US Dollar for each period are as follows:

| | Euro | | Sterling | |
|---|---|---|---|---|
| | Average | Period End | Average | Period End |
| 10 months ended December 31, 2004 | 0.8077 | 0.7333 | 0.5469 | 0.5186 |
| Year ended February 28, 2004 | 0.8618 | 0.8044 | 0.5995 | 0.5591 |
| Period from February 5, 2002 (date of incorporation) to February 28, 2003 | 1.0271 | 0.9303 | 0.6534 | 0.6338 |

***d) Taxation***

The Company is tax resident in the Netherlands.

The Company records a tax charge or credit in the profit and loss account calculated at the tax rate prevailing in the year for tax payable to the Netherlands Tax authorities.

***e) Deferred tax***

Deferred tax is recognized in respect of all timing differences that have originated, but not reversed at the balance sheet date where transactions or events that result in an obligation to pay more tax in the future or a right to pay less tax in the future, have occurred at the balance sheet date. Timing differences are differences between the Company's taxable profit and its results as stated in the financial statements that arise from the inclusion of gains and losses in tax assessments in periods different from those in which they are recognized in the financial statements.

A net deferred tax asset is regarded as recoverable and therefore recognized only when, on the basis of all available evidence, it can be regarded as more likely than not that there will be suitable taxable profits from which the future reversal of the underlying timing differences can be deducted.

Deferred tax is measured at the average tax rates that are expected to apply in the periods in which the timing differences are expected to reverse based on tax rates and laws that have been enacted or substantively enacted by the balance sheet date.

Amounts relating to deferred tax are undiscounted.

***f) Current asset investments***

Securities are stated at cost adjusted by the amortisation of premiums or the accrual of discounts, as appropriate, over periods to maturity. Provisions are made to reduce the carrying value of investments to their net realizable value when the net book value exceeds the net realizable value.

***g) Management of liquid resources***

The Company includes as liquid resources short term deposits that are readily convertible into known amounts of cash.

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE FINANCIAL STATEMENTS (Continued)**

## 2. Profit/(loss) on ordinary activities before tax

Profit/(loss) on ordinary activities before taxation is stated after charging the following:

| | 10 months ended December 31, 2004 | Year ended February 28, 2004 | Period ended February 28, 2003 |
|---|---|---|---|
| | US $ | US $ | US $ |
| Auditors' remuneration for audit services | 91,379 | — | — |

US $201,034 was paid to the auditors in respect of work to re-register the Company as a public limited company in the 10 months ended December 31, 2004 (year ended February 28, 2004: US $Nil, period ended February 28, 2003: US $Nil). No other fees for non-audit services provided to the Company were payable to the auditors.

Any audit fees for the year ended February 28, 2004 and the period ended February 28, 2003 were met by the former shareholder.

The Company had no employees during the 10 months ended December 31, 2004 (year ended February 28, 2004: Nil, period ended February 28, 2003: Nil).

## 3. Directors

None of the Directors received any emoluments (year ended February 28, 2004: US $Nil, period ended February 28, 2003: US $Nil) in respect of their services to the Company.

## 4. Other interest receivable and similar income

| | 10 months ended December 31, 2004 | Year ended February 28, 2004 | Period ended February 28, 2003 |
|---|---|---|---|
| | US $ | US $ | US $ |
| Interest from short term investments with a related party | 1,434,229 | — | — |
| Interest from banks and similar income | 25 | 173 | 37 |
| Profit/(loss) on currency translation | 9,671 | 427 | (22) |
| | 1,443,925 | 600 | 15 |

## 5. Tax on profit/(loss) on ordinary activities

The charge for the 10 months ended December 31, 2004 of US $387,262 (year ended February 28, 2004: US $Nil, period ended February 28, 2003: US $Nil) is made up as follows:

| | 10 months ended December 31, 2004 | Year ended February 28, 2004 | Period ended February 28, 2003 |
|---|---|---|---|
| | US $ | US $ | US $ |
| Netherlands corporation tax | 387,262 | — | — |
| Total current tax charge | 387,262 | — | — |
| Deferred tax | — | — | — |
| Total tax charge | 387,262 | — | — |

ROYAL DUTCH SHELL PLC

NOTES TO THE FINANCIAL STATEMENTS (Continued)

The tax charge for the 10 months ended December 31, 2004 differs from the standard rates of Netherlands corporation tax (29% and 34.5%). The differences are explained below:

| | 10 months ended December 31, 2004 | Year ended February 28, 2004 | Period ended February 28, 2003 |
|---|---|---|---|
| | US $ | US $ | US $ |
| (Profit)/loss on ordinary activities before tax | (1,150,664) | 97 | 227 |
| Tax on (profit)/loss on ordinary activities at standard Netherlands corporation tax rates: | | | |
| of 29.0% | 8,146 | (28) | (66) |
| of 34.5% | 387,288 | — | — |
| | 395,434 | (28) | (66) |
| Effects of: | | | |
| Imputed interest in respect of short term financing from related party | (8,172) | — | — |
| Losses not utilised | — | 28 | 66 |
| Current tax charge for the period | 387,262 | — | — |

There are no deferred tax losses carried forward at December 31, 2004. No deferred tax asset has been recognized in respect of tax losses carried forward at February 28, 2004 and February 28, 2003. Consequently there is no tax credit on the loss on ordinary activities before taxation for the year ended February 28, 2004 or the period ended February 28, 2003.

## 6. Debtors

| | December 31, 2004 | February 28, 2004 | February 28, 2003 |
|---|---|---|---|
| | US $ | US $ | US $ |
| Amounts receivable from related party | 434,452 | — | — |
| Amounts receivable from shareholders | — | — | 20,174 |
| Prepayments | — | 159 | 133 |
| Other debtors | 68 | — | — |
| | 434,520 | 159 | 20,307 |

## 7. Current asset investments

| | December 31, 2004 | February 28, 2004 | February 28, 2003 |
|---|---|---|---|
| | US $ | US $ | US $ |
| Short-term investments with a related party | 391,248,471 | — | — |
| Other investments | 1,544 | 1,409 | 475 |
| | 391,250,015 | 1,409 | 475 |

ROYAL DUTCH SHELL PLC

NOTES TO THE FINANCIAL STATEMENTS (Continued)

## 8. Creditors: amounts falling due within one year

| | December 31, 2004 | February 28, 2004 | February 28, 2003 |
|---|---|---|---|
| | US $ | US $ | US $ |
| Amounts owed to a related party | 5,940,827 | — | — |
| Amounts owed to shareholders | — | 1,145 | — |
| Corporation tax payable | 426,575 | — | — |
| Accruals | 308,575 | — | — |
| | 6,675,977 | 1,145 | — |

## 9. Financial instruments

***Financial assets and liabilities***

The Company's financial instruments are cash, investments in short term deposits and other short term debtors and creditors. Short term debtors and creditors have been excluded from the table below in accordance with United Kingdom Financial Reporting Standard 13:

The interest rate risk of financial assets was:

| | Fixed rate | Floating rate | Total |
|---|---|---|---|
| | US $ | US $ | US $ |
| December 31, 2004 | | | |
| Euro | 1,544 | 403,125,350 | 403,126,894 |
| Sterling | — | 93,858 | 93,858 |
| February 28, 2004 | | | |
| Euro | 1,409 | — | 1,409 |
| Sterling | — | 23,508 | 23,508 |
| February 28, 2003 | | | |
| Euro | 475 | — | 475 |
| Sterling | — | — | — |

The weighted average interest rate for the fixed rate financial assets was:

| | Weighted average interest rate | Weighted average period for which rate is fixed |
|---|---|---|
| | % | Years |
| December 31, 2004 | 5.25 | 3.5 |
| February 28, 2004 | 5.25 | 4.4 |
| February 28, 2003 | 5.25 | 5.4 |

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE FINANCIAL STATEMENTS (Continued)**

The tables below show the Company's currency exposure for its monetary assets and liabilities. The exposures that are not denominated in the Company's functional currency of Euro give rise to exchange gains and losses which are recognized in the profit and loss account.

| | Euro | Sterling | US Dollar | Total |
|---|---|---|---|---|
| | US $ | US $ | US $ | US $ |
| December 31, 2004 | | | | |
| Assets | 403,561,240 | 94,032 | — | 403,655,272 |
| Liabilities | (5,940,827) | (308,575) | — | (6,249,402) |
| **Total** | 397,620,413 | (214,543) | — | 397,405,870 |
| February 28, 2004 | | | | |
| Assets | 1,568 | 23,508 | — | 25,076 |
| Liabilities | — | (1,145) | — | (1,145) |
| **Total** | 1,568 | 22,363 | — | 23,931 |
| February 28, 2003 | | | | |
| Assets | 608 | 20,174 | — | 20,782 |
| Liabilities | — | — | — | — |
| **Total** | 608 | 20,174 | — | 20,782 |

***Fair value of financial assets and liabilities***

There is no significant difference between the book value and the fair value of financial assets and liabilities at December 31, 2004, February 28, 2004 and February 28, 2003.

***Derivative financial instruments***

In the period from incorporation until December 31, 2004, the Company has not entered into any foreign currency or interest rate contracts, swaps or similar instruments or arrangements.

***Non-equity shares***

As at December 31, 2004, the Company had in issue 4,148,800,000 Euro deferred shares of €0.07 each (February 28, 2004: Nil, February 28, 2003: Nil). See Note 10 for the explanation of dividend rights applicable to these shares.

ROYAL DUTCH SHELL PLC

NOTES TO THE FINANCIAL STATEMENTS (Continued)

## 10. Called up share capital

| | December 31, 2004 | February 28, 2004 | February 28, 2003 |
|---|---|---|---|
| **Authorized** | | | |
| 20,000 (February 28, 2004: 20,000) | | | |
| (February 28, 2003: 20,000) | | | |
| Ordinary shares of £1 each | £20,000 | £20,000 | £20,000 |
| 30,000 (February 28, 2004: Nil) | | | |
| (February 28, 2003: Nil) | | | |
| Sterling deferred shares of £1 each | £30,000 | — | — |
| 4,500,000,000 (February 28, 2004: Nil) | | | |
| (February 28, 2003: Nil) | | | |
| Euro deferred shares of €0.07 each | €315,000,000 | — | — |

| | December 31, 2004 | February 28, 2004 | February 28, 2003 |
|---|---|---|---|
| | US $ | US $ | US $ |
| **Allotted, called up and fully paid** | | | |
| 20,000 (February 28, 2004: 13,301) | | | |
| (February 28, 2003: 13,301) | | | |
| Ordinary shares of £1 each | 33,253 | 21,042 | 21,042 |
| 30,000 (February 28, 2004: Nil) | | | |
| (February 28, 2003: Nil) | | | |
| Sterling deferred shares of £1 each | 54,685 | — | — |
| 4,148,800,000 (February 28, 2004: Nil) | | | |
| (February 28, 2003: Nil) | | | |
| Euro deferred shares of €0.07 each | 366,363,063 | — | — |
| | 366,451,001 | 21,042 | 21,042 |

The Company was incorporated with an authorized share capital of £1,000 divided into 1,000 ordinary shares of £1 each. On the date of incorporation, 1 ordinary share of £1 was issued at par.

The following alterations to the authorized and issued share capital of the Company have taken place since its incorporation:

a) On March 21, 2002, 300 ordinary shares of £1 were allotted and issued;

b) On February 25, 2003:

- the authorized share capital was increased to £20,000 by the creation of 19,000 ordinary shares of £1 each ranking pari passu for all purposes with the existing ordinary shares.

- 13,000 ordinary shares were allotted, called up and fully paid up at par in money's worth, with the amount outstanding at February 28, 2003 included within amounts receivable from shareholders (Note 6);

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE FINANCIAL STATEMENTS (Continued)**

c) On October 21, 2004:

- the authorized share capital was increased to £50,000 and €315,000,000 by the creation of:

  i) 30,000 Sterling deferred shares of £1 each; and

  ii) 4,500,000,000 Euro deferred shares of €0.07 each

- 4,148,800,000 Euro deferred shares, 30,000 Sterling deferred shares and 6,699 Sterling ordinary shares were allotted, called up and fully paid up at par.

d) On November 22, 2004 the rights attaching to the Euro deferred shares were amended such that the Company will have the right at any time to redeem all or any of the Euro deferred shares at a price not exceeding €0.01 (previously redeemable at the nominal value of €0.07 each) for all the Euro deferred shares redeemed at any one time without the requirement to give notice to the holder(s) of the Euro deferred shares.

The Sterling deferred shares are redeemable only at the option of the Company at £1 for the whole class and carry no voting rights. There are no further rights to participate in profits or assets, including the right to receive dividends. Upon winding up or liquidation, the shares carry a right to repayment of paid up nominal value, ranking ahead of the ordinary shares, but behind the Euro deferred shares.

The Euro deferred shares are redeemable only at the option of the Company at a price not exceeding €0.01 for all the Euro deferred shares redeemed at any one time and carry no voting rights. The shares carry a right to receive a non-cumulative preference dividend of 1 per cent of nominal value out of the profits of the Company available for distribution in each financial year, subject to a resolution under the Articles approving the distribution. No such resolution has been passed to date. Upon winding up or liquidation, the shares carry a preferred right to repayment of paid up nominal value. The Euro deferred shares represent the non equity shareholders' funds.

## 11. Reconciliation of movements in reserves and shareholders' funds

| | Share capital | Currency translation reserve | Profit and loss account | Total |
|---|---|---|---|---|
| | US $ | US $ | US $ | US $ |
| At February 5, 2002 | — | — | — | — |
| Shares issued | 21,042 | — | — | 21,042 |
| Loss retained for the period | — | — | (227) | (227) |
| Currency translation adjustments | — | (33) | — | (33) |
| At February 28, 2003 | 21,042 | (33) | (227) | 20,782 |
| Loss retained for the year | — | — | (97) | (97) |
| Currency translation adjustments | — | 3,246 | — | 3,246 |
| At February 28, 2004 | 21,042 | 3,213 | (324) | 23,931 |
| Shares issued | 366,429,959 | — | — | 366,429,959 |
| Profit retained for the year | — | — | 763,402 | 763,402 |
| Currency translation adjustments | — | 29,762,003 | — | 29,762,003 |
| At December 31, 2004 | 366,451,001 | 29,765,216 | 763,078 | 396,979,295 |

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE FINANCIAL STATEMENTS (Continued)**

Currency translation adjustments for the 10 months ended December 31, 2004 are largely a result of the impact of the movements of the Euro/US Dollar exchange rate on the translation from the Euro functional to US Dollar presentation currency of the short term investment with a related party.

## 12. Reconciliation of operating loss to net cash inflow/(outflow) from operating activities

| | 10 months ended December 31, 2004 | Year ended February 28, 2004 | Period ended February 28, 2003 |
|---|---|---|---|
| | US $ | US $ | US $ |
| Operating loss | (293,261) | (697) | (242) |
| Decrease in shareholder funding and prepayments | 148 | 684 | 242 |
| Increase in creditors | 307,429 | — | — |
| **Net cash inflow/(outflow) from operating activities** | 14,316 | (13) | — |

There were no cash movements in the period from February 5, 2002 until February 28, 2003.

## 13. Analysis of net funds

| | February 28, 2004 | Cash Flow | Exchange Movement | December 31, 2004 |
|---|---|---|---|---|
| | US $ | US $ | US $ | US $ |
| Cash at bank and in hand | 23,508 | 11,631,756 | 315,473 | 11,970,737 |
| Short term investments | — | 361,421,048 | 29,827,423 | 391,248,471 |
| Total | 23,508 | 373,052,804 | 30,142,896 | 403,219,208 |

| | February 28, 2003 | Cash Flow | Exchange Movement | February 28, 2004 |
|---|---|---|---|---|
| | US $ | US $ | US $ | US $ |
| Cash at bank and in hand | — | 20,110 | 3,398 | 23,508 |
| Short term investments | — | — | — | — |
| Total | — | 20,110 | 3,398 | 23,508 |

## 14. Related party transactions

On October 22, 2004, €290,469,029 (US $366,429,959) received from Shell RDS Holding B.V. was invested in short term deposits with Shell Treasury Centre Limited, an entity within the Royal Dutch/ Shell Group. The Company earned interest on these deposits of €1,158,490 (US $1,434,229) up to December 31, 2004.

At December 31, 2004 the balance outstanding with Shell Treasury Centre Limited was US $391,248,471 (made up of €286,850,254 and £36,945) plus interest accrued of US $434,452 (€318,584). These balances are shown within Notes 7 and 6 respectively.

Interest on the Euro deposit is earned at Euribor less 0.0625% and on the Pound Sterling deposit at LIBOR less 0.125%. Interest earned is added to the principal amount outstanding at each maturity date. The deposits mature and are rolled over on a monthly basis. The deposits can be withdrawn prior to maturity but this will incur a breakage cost based on prevailing market interest rates.

Administrative expenses of US $697 and US $242 in the year ended February 28, 2004 and the period ended February 28, 2003 respectively were settled by the then shareholder, BFT Nederland B.V.. At February 28, 2004

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE FINANCIAL STATEMENTS (Continued)**

US $1,145 was payable to the former shareholder (February 28, 2003 US $20,174 receivable from the shareholder). The amount was reimbursed to the former shareholder in the 10 months ended December 31, 2004.

At December 31, 2004, a balance of US $5,940,827 (€4,356,408) was owed to Shell Petroleum N.V., an entity within the Royal Dutch/ Shell Group.

**15. Ultimate parent undertaking**

Royal Dutch Shell plc is a 100% owned subsidiary of Shell RDS Holding B.V., a company owned equally by Royal Dutch and Shell Transport, where the financial rights of Royal Dutch and Shell Transport as shareholders, such as but not limited to the right to profits and liquidation proceeds, are divided 60% for Royal Dutch and 40% for Shell Transport.

**16. Subsequent events**

On October 28, 2004, the Royal Dutch Boards and the Shell Transport Board announced that they had unanimously agreed to propose to shareholders the unification of Royal Dutch and Shell Transport under a single parent company, Royal Dutch Shell plc.

It is intended that the unification is implemented through a proposed transaction (“the Transaction”) pursuant to which the Company will become the parent company of Royal Dutch and Shell Transport through:

- An exchange offer being made by the Company for all the Royal Dutch ordinary shares (“the offer”); and
- A scheme of arrangement under section 425 of the UK Companies Act 1985 between Shell Transport and its ordinary shareholders (“the Scheme”).

The Transaction is to be implemented in accordance with the Implementation Agreement, dated on May 18, 2005.

The terms of the Transaction reflect the current 60:40 ownership of the Royal Dutch/ Shell Group by Royal Dutch and Shell Transport. The Transaction seeks to ensure that Royal Dutch Shareholders, Shell Transport Ordinary Shareholders, holders of Shell Transport Bearer Warrants and holders of Shell Transport ADRs are offered Royal Dutch Shell Shares or Royal Dutch Shell ADRs representing the equivalent economic interest in the Royal Dutch/ Shell Group following implementation of the Transaction as their existing shares or ADRs represent in the Royal Dutch/ Shell Group.

Royal Dutch Shell will have two classes of ordinary shares, Class A Shares and Class B Shares. Royal Dutch Shareholders are being offered Class A Shares (other than holders of Royal Dutch New York Registered Shares who are being offered Class A ADRs) under the offer. Shell Transport Ordinary Shareholders and holders of Shell Transport Bearer Warrants are being offered Class B Shares under the Scheme and holders of Shell Transport ADRs are being offered Class B ADRs.

The Class A Shares and the Class B Shares will have identical rights except in relation to the Dividend Access Mechanism by which dividends having a UK source are intended to be paid to the holders of Class B Shares. The Dividend Access Mechanism seeks to preserve the current tax treatment of dividends paid to Shell Transport Ordinary Shareholders and holders of Shell Transport Bearer Warrants.

On 27 April 2005, the directors resolved, with immediate effect, to redeem 9,760,000 euro deferred shares for €0.01 in total, in accordance with the rights attaching to those shares.

On May 12, 2005, the authorised share capital of the Company was increased to £50,000 and €700,000,000 by the creation of 600,000 Class A Shares of €0.07 each, 2,759,360,000 Class B Shares of €0.07 each and 2,740,040,000 unclassified shares of €0.07 each (to be classified as Class A Shares or Class B Shares upon

allotment at the discretion of the directors) and an ordinary resolution was passed authorising the directors to allot the 2,759,360,000 Class B Shares. In addition 360,960,000 unissued euro deferred shares were re-classified as unclassified shares (to be classified as Class A Shares or Class B Shares upon allotment at the discretion of the Royal Dutch Shell directors).

On 13 May, 2005, the directors resolved to allot, conditional upon the Scheme becoming effective, Class B Shares up to an aggregate nominal value of €193,155,200 to Relevant Holders (as such term is defined in the Scheme) in accordance with the terms of the Scheme.

Also on May 13, 2005:

- to satisfy the entitlements of Royal Dutch Shareholders under the offer, a special resolution was passed conditional on the offer being declared unconditional in all respects:
  - — re-classifying as Class A Shares, immediately upon the offer being declared unconditional (*gestand wordt gedaan*) in all respects, such number of issued euro deferred shares as is equal to the number of Royal Dutch Shares validly tendered in the offer acceptance period multiplied by two;
  - — re-classifying as Class A Shares, on each occasion that Royal Dutch Shares are validly tendered to the offer in the subsequent acceptance period (if any), such number of issued euro deferred shares as is equal to that number of Royal Dutch Shares so tendered multiplied by two; and
  - — re-classifying as Class A Shares, on each occasion that Royal Dutch Shares are offered to Royal Dutch Shell for exchange into Class A Shares after the later of the expiry of the offer acceptance period and the expiry of the subsequent acceptance period (if any) but at the absolute discretion of the Royal Dutch Shell directors (and subject to applicable law), such number of issued euro deferred shares as is equal to that number of Royal Dutch Shares so offered multiplied by two; and
- a special resolution was passed, conditional upon the Scheme becoming effective, reclassifying the sterling ordinary shares of Royal Dutch Shell as Sterling deferred shares.

There have been no other circumstances or events subsequent to the period end which require adjustment of or disclosure in the Financial Statements or in the notes thereto.

## 17. US GAAP

Under US GAAP financial statements are not required to be presented for the period prior to the acquisition of the Company by Shell RDS Holding B.V. on October 21, 2004. Prior to this date the activities of the Company relate to the previous owners and so have no ongoing significance to shareholders and were limited to the holding of investments and cash of an inconsequential amount.

Under US GAAP push down accounting requirements, the excess of the consideration paid by Shell RDS Holding B.V. over the book value of the net assets of Royal Dutch Shell at the date of acquisition (which did not differ from the fair value) would have been recorded as an increase in equity and would have been charged to the Profit and Loss account of Royal Dutch Shell as an organization cost.

Under UK GAAP there is no effect on the accounts of Royal Dutch Shell plc relating to the change of control of the Company. Consequently, for the period from October 21, 2004 to December 31, 2004, the Profit after tax (Net Income) and Total recognized gains and losses (Comprehensive income) under UK GAAP would be reduced by US$ 3 million when measured under US GAAP, resulting in a net loss for the period under US GAAP of US$ 2 million. At December 31, 2004, there are no differences between Shareholders' funds

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE FINANCIAL STATEMENTS (Continued)**

(Shareholders' equity) as presented in the financial statements and the amounts that would be presented under US GAAP.

**Statement of cash flows**

The statement of cash flows prepared under UK GAAP presents substantially the same information as that required under US GAAP except for the classification of items within the statements and the definition of cash under UK GAAP and cash and cash equivalents under US GAAP.

| | Period from October 21, 2004 to December 31, 2004 US $ millions |
|---|---|
| Cash inflow from operating activities | 1 |
| Cash outflow from investing activities | — |
| Cash inflow from financing activities | 372 |
| Increase in cash and cash equivalents | 373 |
| Effect of foreign exchange rate changes | 30 |
| Cash and cash equivalents at the beginning of the period under US GAAP | — |
| Cash and cash equivalents at the end of the period under US GAAP | 403 |

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**ROYAL DUTCH SHELL PLC**

## UNAUDITED CONDENSED INTERIM FINANCIAL REPORT

## ROYAL DUTCH SHELL PLC

### Operating and Financial Review for First Quarter 2005

Royal Dutch Shell plc (Royal Dutch Shell) has no operating activity. Income for the first quarter 2005 was $1,333,464, which arose principally from interest earned on cash deposits, offset by tax and minimal administrative expenses. In the one month ended March 31, 2004, a loss of $953 was made. It is proposed that Royal Dutch Shell will become the new parent company for the Royal Dutch/Shell Group of Companies pursuant to an exchange offer being made by Royal Dutch Shell for all the ordinary shares of Royal Dutch Petroleum Company and a scheme of arrangement under section 425 of the UK Companies Act 1985 between The "Shell" Transport and Trading Company and its ordinary shareholders. Following such proposed transaction, Royal Dutch Shell will receive dividends arising from the Royal Dutch/Shell Group's operations.

## STATEMENT OF INCOME

### Presented under IFRS

| | Three months ended March 31, 2005 | One month ended March 31, 2004 |
|---|---|---|
| | US $ | US $ |
| Administrative expenses | (383) | (76) |
| Net finance income/(costs) | 1,930,134 | (877) |
| **Income/(loss) before taxation** | 1,929,751 | (953) |
| Taxation | (596,287) | — |
| **Income/(loss) for the period attributable to equity holders** | 1,333,464 | (953) |
| Basic earnings per £1 ordinary share (see note 6) | 66.67 | (0.07) |
| Diluted earnings per £1 ordinary share (see note 6) | 66.67 | (0.07) |

The notes on pages G6 to G12 are an integral part of this Condensed Interim Financial Report.

**UNAUDITED CONDENSED INTERIM FINANCIAL REPORT**

**ROYAL DUTCH SHELL PLC**

**BALANCE SHEET**

**Presented under IFRS**

| | March 31, 2005 | December 31, 2004 | March 31, 2004 |
|---|---|---|---|
| | US $ | US $ | US $ |
| **ASSETS** | | | |
| **Current assets** | | | |
| Other receivables | 63,404 | 434,520 | 154 |
| Investments — available for sale | 1,468 | — | — |
| Investments | — | 1,544 | 1,522 |
| Cash and cash equivalents | 385,443,358 | 403,219,208 | 24,390 |
| **Total current assets** | 385,508,230 | 403,655,272 | 26,066 |
| **Total assets** | 385,508,230 | 403,655,272 | 26,066 |
| **LIABILITIES** | | | |
| **Current liabilities** | | | |
| Accounts payable and accrued liabilities | 6,940,881 | 6,675,977 | 1,253 |
| **Total current liabilities** | 6,940,881 | 6,675,977 | 1,253 |
| **Total liabilities** | 6,940,881 | 6,675,977 | 1,253 |
| **EQUITY** | | | |
| Issued capital | 366,451,001 | 366,451,001 | 21,042 |
| Cumulative currency translation differences | 10,019,806 | 29,765,216 | 5,048 |
| Retained earnings | 2,096,542 | 763,078 | (1,277) |
| **Total equity** | 378,567,349 | 396,979,295 | 24,813 |
| **Total liabilities and equity** | 385,508,230 | 403,655,272 | 26,066 |

The notes on pages G6 to G12 are an integral part of this Condensed Interim Financial Report.

**UNAUDITED CONDENSED INTERIM FINANCIAL REPORT**

**ROYAL DUTCH SHELL PLC**

**STATEMENT OF CHANGES IN EQUITY**

**Presented under IFRS**

| | Issued capital | Cumulative currency translation differences | Retained earnings | Total equity |
|---|---|---|---|---|
| | US $ | US $ | US $ | US $ |
| **At January 1, 2005** | 366,451,001 | 29,765,216 | 763,078 | 396,979,295 |
| Net income for the first quarter | — | — | 1,333,464 | 1,333,464 |
| Currency translation differences | — | (19,745,410) | — | (19,745,410) |
| Total recognised (expense)/income for the period | — | (19,745,410) | 1,333,464 | (18,411,946) |
| **At March 31, 2005** | 366,451,001 | 10,019,806 | 2,096,542 | 378,567,349 |

| | Issued capital | Cumulative currency translation differences | Retained earnings | Total equity |
|---|---|---|---|---|
| | US $ | US $ | US $ | US $ |
| **At February 29, 2004** | 21,042 | 3,213 | (324) | 23,931 |
| Net loss for the period | — | — | (953) | (953) |
| Currency translation differences | — | 1,835 | — | 1,835 |
| Total recognised income/(expense) for the period | — | 1,835 | (953) | 882 |
| **At March 31, 2004** | 21,042 | 5,048 | (1,277) | 24,813 |

The notes on pages G6 to G12 are an integral part of this Condensed Interim Financial Report.

**UNAUDITED CONDENSED INTERIM FINANCIAL REPORT**

**ROYAL DUTCH SHELL PLC**

**STATEMENT OF CASH FLOWS**

**Presented under IFRS**

| | Three months ended March 31, 2005 | One month ended March 31, 2004 |
|---|---|---|
| | Unaudited US $ | Unaudited US $ |
| **Cash flow from operating activities:** | | |
| Income/(loss) for the period | 1,333,464 | (953) |
| Adjustment for: | | — |
| Taxation accrued | 596,287 | — |
| Foreign exchange gain (unrealised) | 5,305 | 893 |
| Interest income | (1,935,439) | (11) |
| Decrease in net working capital | — | 71 |
| **Cash flow from operating activities** | (383) | — |
| **Cash flow from investing activities:** | | |
| Interest received | 2,289,192 | 11 |
| **Cash flow from investing activities** | 2,289,192 | 11 |
| Currency translation differences relating to cash and cash equivalents | (20,064,659) | 871 |
| (Decrease)/increase in cash and cash equivalents | (17,775,850) | 882 |
| Cash and cash equivalents at beginning of period | 403,219,208 | 23,508 |
| **Cash and cash equivalents at end of period** | 385,443,358 | 24,390 |

The notes on pages G6 to G12 are an integral part of this Condensed Interim Financial Report.

**UNAUDITED CONDENSED INTERIM FINANCIAL REPORT**

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE CONDENSED INTERIM FINANCIAL REPORT**

## 1. General information

Royal Dutch Shell plc (the Company or Royal Dutch Shell) has not engaged in any operational activities since its incorporation. The Company has only borne the costs of administration expenses, acquired investments and issued share capital.

The Company is a 100% subsidiary of Shell RDS Holding B.V., a company owned equally by Royal Dutch Petroleum Company (N.V. Koninklijke Nederlandsche Petroleum Maatschappij) (Royal Dutch) and The “Shell” Transport and Trading Company, p.l.c. (Shell Transport).

The Condensed Interim Financial Report was authorised for issue by the Board of Directors on May 16, 2005 and should be read in conjunction with the accounts of the Company for the period ended December 31, 2004.

## 2 Basis of preparation

The First Quarter Condensed Interim Financial Report of Royal Dutch Shell has been prepared in accordance with International Accounting Standard (IAS) 34 Interim Financial Reporting and with the policies set out in Note 3. These are the policies which the Company expects to apply in its first annual financial statements under International Financial Reporting Standards (IFRS) for the year ending December 31, 2005. The policies are in accordance with the recognition and measurement requirements of those IFRS and International Financial Reporting Interpretations Committee (IFRIC) interpretations issued by the International Accounting Standards Board that are effective or will be early adopted by the Company at December 31, 2005. The policies are also in accordance with accounting standards adopted for use in the European Union (which are based on IFRS and IFRIC interpretations).

The financial information for the period ended December 31, 2004 does not constitute statutory accounts. A copy of the statutory accounts for that period has been delivered to the Registrar of Companies. The auditors’ report on those accounts was unqualified and does not contain a statement under Section 237(2) or (3) of the Companies Act 1985.

The Company’s date of transition to IFRS is February 29, 2004. In 2004 the Company changed its reporting date from February 28 to December 31 and therefore, the comparative period disclosed in the Statement of Income, Statement of Changes in Equity and Statement of Cash Flows is for one month only.

This represents the Company’s first application of IFRS and the accounting policies are set out in Note 3 below. Accounts for 2004 were prepared in accordance with United Kingdom Generally Accepted Accounting Principles (UK GAAP); accounting policies were set out in Note 1 in those accounts. UK GAAP differs in certain respects from IFRS and comparative figures for 2004 have been restated as necessary in accordance with IFRS. Reconciliations and descriptions of the effect of the transition from UK GAAP to IFRS on the Company’s total equity, its income for the period attributable to equity holders and cash flows are given in Note 4 including a description of the nature of the changes in accounting policies.

These policies have been consistently applied to all the periods presented except for those relating to the classification and measurement of financial instruments to the extent that IFRS differs from UK GAAP. The Company has taken the exemption available under IFRS 1 First-time Adoption of International Financial Reporting Standards to only apply IAS 32 and IAS 39 from January 1, 2005 and the impact on transition is described in Note 5.

**UNAUDITED CONDENSED INTERIM FINANCIAL REPORT**

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE CONDENSED INTERIM FINANCIAL REPORT (Continued)**

The Condensed Interim Financial Report has been prepared under the historical cost convention except that available for sale investments are stated at their fair value.

The preparation of interim financial information in conformity with IFRS requires the use of certain accounting estimates. It also requires management to exercise its judgement in the process of applying the Company's accounting policies. Actual results could differ from these estimates.

## 3 Accounting policies

***Foreign currency translation***

The functional currency of the Company for the three months ended March 31, 2005 and one month ended March 31, 2004 is the euro. The Company has had a limited number of transactions in the period but its net assets are predominately euro denominated.

Income and expense items denominated in currencies other than the functional currency are translated into the functional currency at the rate ruling on their transaction date. Monetary assets and liabilities recorded in currencies other than the functional currency have been expressed in the functional currency at the rates of exchange ruling at the respective balance sheet dates. Differences on translation are included in the statement of income.

Share capital issued in currencies other than in the functional currency is translated into the functional currency at the exchange rate as at the date of issue.

***Presentation currency***

The Company's presentation currency for each of the periods is US dollars.

The results of the Royal Dutch/ Shell Group are presented in US dollars in the Annual Report and Accounts of Royal Dutch and Shell Transport. As the intended parent company of the Royal Dutch/ Shell Group, the Directors of the Company, having considered the requirements to select the most appropriate accounting policies and presentation of results, have concluded that it is appropriate that the presentation currency of the Company is US dollars to enable relevance, comparability and understandibility of the accounts to existing Royal Dutch and Shell Transport shareholders.

Assets and liabilities for each balance sheet presented are translated from the functional currency into US dollars using the closing rate at the date of the balance sheet. Income, expenses and cash flows recognised in the period are translated at an average US dollar exchange rate for the period. Resulting exchange differences are reflected as currency translation differences in the statement of changes in equity and are included in cumulative currency translation differences.

Share capital is recorded at the historical rate on the date of issue and is not re-translated at each subsequent balance sheet date.

The applicable exchange rates compared to the US dollar for each period are as follows:

| | Euro | | Pound sterling | |
|---|---|---|---|---|
| | Average | Period End | Average | Period End |
| Three months ended March 31, 2005 | 0.7625 | 0.7716 | 0.5289 | 0.5320 |
| At December 31, 2004 | N/a | 0.7333 | N/a | 0.5186 |
| One month ended March 31, 2004 | 0.8150 | 0.8170 | 0.5473 | 0.5448 |

**UNAUDITED CONDENSED INTERIM FINANCIAL REPORT**

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE CONDENSED INTERIM FINANCIAL REPORT (Continued)**

***Taxation***

The Company is tax resident in the Netherlands.

The Company records a tax charge or credit in the statement of income calculated at the tax rate prevailing in the year for tax payable to the Netherlands Tax authorities.

***Deferred tax***

Deferred tax is provided using the liability method of accounting for income taxes based on provisions of enacted or substantially enacted laws. Recognition is given to deferred tax assets and liabilities for the expected future tax consequences of events that have been recognised in the Condensed Interim Financial Report or in the tax returns (temporary differences); deferred tax is not generally provided on initial recognition of an asset or liability in a transaction that, at the time of the transaction, affects neither accounting nor taxable profit. In estimating these tax consequences, consideration is given to expected future events.

Deferred tax assets are recognised where future recovery is probable.

***Investments***

The Company adopted IAS 32 and IAS 39 with effect from January 1, 2005 and therefore, accounted for investments until the end of 2004 under UK GAAP. Information for 2004 has not been restated and the impact on transition is described below.

*From February 29, 2004 to December 31, 2004*

Securities are stated at cost adjusted by the amortisation of premiums or the accrual of discounts, as appropriate, over periods to maturity. Provisions are made to reduce the carrying value of investments to their net realisable value when the net book value exceeds the net realisable value.

*From January 1, 2005*

Securities classified by the Company as available for sale are stated at fair value with any resultant gain or loss being recognised directly in equity.

***Cash and cash equivalents***

Cash and cash equivalents comprises cash balances and short-term rolling deposits with Shell Treasury Centre Limited, an entity within the Royal Dutch/ Shell Group.

***Finance income and finance costs***

Net finance income/(costs) comprises interest received on funds invested and foreign exchange gains and losses.

Interest is recognised in the statement of income as it accrues, using the effective interest method.

***New accounting standards and interpretations***

IFRS is currently being applied in Europe and in other parts of the world simultaneously for the first time. Furthermore, due to a number of new and revised Standards included within the body of Standards that comprise IFRS, there is not yet a significant body of established practice on which to draw in forming judgements

regarding interpretation and application. Accordingly, practice is continuing to evolve and the full financial effect of reporting under IFRS as it would be applied and reported on in the Company's first IFRS financial statements cannot be determined with certainty.

## 4 Reconciliation from UK GAAP to IFRS

Royal Dutch Shell prepared its previously published financial statements for the ten months ended December 31, 2004 in accordance with UK GAAP. The analysis below provides a reconciliation of total equity, income for the period attributable to equity holders and cash flows as reported under UK GAAP as at and for the period ended December 31, 2004 to the total equity, income attributable to equity holders and cash flows under IFRS as at and for the period ended December 31, 2004 and as reported in this Condensed Interim Financial Report. A reconciliation of equity under UK GAAP to IFRS at February 29, 2004, the transition date is also provided.

### *(a) Reconciliation of equity*

There was no difference between total equity measured under UK GAAP and IFRS at February 29, 2004, the transition date.

There was no difference between total equity measured under UK GAAP and IFRS at December 31, 2004. However, there are certain reclassifications of items within the balance sheet as a result of adopting IFRS:

- Under UK GAAP short-term deposits with a related party amounting to US $391,248,471 were classified as investments within current assets, under IFRS these have been classified as cash and cash equivalents.

- UK GAAP includes a concept of allocating shareholders' funds (total equity) between equity and non-equity interests. As a result of this the Euro Deferred Shares of the Company were classified as non-equity within shareholders' funds under UK GAAP. Under IFRS no such concept exists and the Euro Deferred Shares are classified along with the other classes of shares as part of total equity.

### *(b) Reconciliation of income for the period attributable to equity holders*

There was no difference between income for the period attributable to equity holders measured under UK GAAP and IFRS for the 10 months ended December 31, 2004.

### *(c) Reconciliation of cash flows*

Cash and cash equivalents includes short-term deposits of US $361,421,048 under IFRS, whereas under UK GAAP the same has been included in the management of liquid resources category. There are no other material differences between the statement of cash flows presented under IFRS and the statement of cash flows presented under UK GAAP for the 10 months ended December 31, 2004.

## 5 Effect of adopting IAS 32 and IAS 39

The Company took the exemption not to restate its comparative information for IAS 32 and IAS 39. It therefore, adopted IAS 32 and IAS 39 on January 1, 2005.

In accordance with IAS 32 investments have been classified as available for sale and valued at fair value with any resultant gain or loss being recognised directly in equity. Under UK GAAP, the investment was shown at cost. There was no impact as a result of the change from measuring at fair value as opposed to cost.

**UNAUDITED CONDENSED INTERIM FINANCIAL REPORT**

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE CONDENSED INTERIM FINANCIAL REPORT (Continued)**

## 6 Earnings per share

The basic earnings per share for the three months ended March 31, 2005 and for the one month ended March 31, 2004 was based on the income for the period attributable to equity holders and the weighted average number of ordinary shares outstanding during the period of 20,000 (2004: 13,301).

There is no difference between the basic and diluted earnings per share.

## 7 Related party transactions

The Company invested in short-term deposits with Shell Treasury Centre Limited, an entity within the Royal Dutch/ Shell Group. The Company earned interest on these deposits of €1,475,538 (US $1,935,346) in the three month period ended March 31, 2005 (one month period ended March 31, 2004 €nil (US $nil)).

At March 31, 2005 the balance outstanding with Shell Treasury Centre Limited was US $374,067,228 (made up of €288,594,718 and £37,453) plus interest accrued of US $63,404 (€48,905 and £14). These balances are shown within cash and cash equivalents and other receivables respectively.

Interest on the euro deposit is earned at Euribor less 0.0625% and on the pound sterling deposit at LIBOR less 0.125%. Interest earned is added to the principal amount outstanding at each maturity date. The deposits mature and are rolled over on a monthly basis. The deposits can be withdrawn prior to maturity but this will incur a breakage cost based on prevailing market interest rates.

In the one month ended March 31, 2004 administrative expenses of US $76 were settled by the then shareholder, BFT Nederland B.V..

At March 31, 2005, a balance of US $5,645,574 (€4,356,408) was owed to Shell Petroleum N.V., an entity within the Royal Dutch/ Shell Group.

## 8 Subsequent events

On October 28, 2004, the Royal Dutch Boards and the Shell Transport Board announced that they had unanimously agreed to propose to shareholders the unification of Royal Dutch and Shell Transport under a single parent company, Royal Dutch Shell plc.

It is intended that the unification is implemented through a proposed transaction (“the Transaction”) pursuant to which the Company will become the parent company of Royal Dutch and Shell Transport through:

- An exchange offer being made by the Company for all the Royal Dutch ordinary shares (“the offer”); and
- A scheme of arrangement under section 425 of the UK Companies Act 1985 between Shell Transport and its ordinary shareholders (“the Scheme”).

The Transaction is to be implemented in accordance with the Implementation Agreement, dated on May 18, 2005.

The terms of the Transaction reflect the current 60:40 ownership of the Royal Dutch/ Shell Group by Royal Dutch and Shell Transport. The Transaction seeks to ensure that Royal Dutch Shareholders, Shell Transport Ordinary Shareholders, holders of Shell Transport Bearer Warrants and holders of Shell Transport ADRs are offered Royal Dutch Shell Shares or Royal Dutch Shell ADRs representing the equivalent economic interest in the Royal Dutch/ Shell Group following implementation of the Transaction as their existing shares or ADRs represent in the Royal Dutch/ Shell Group.

**UNAUDITED CONDENSED INTERIM FINANCIAL REPORT**

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE CONDENSED INTERIM FINANCIAL REPORT (Continued)**

Royal Dutch Shell will have two classes of ordinary shares, Class A Shares and Class B Shares. Royal Dutch Shareholders are being offered Class A Shares (other than holders of Royal Dutch New York Registered Shares who are being offered Class A ADRs) under the offer. Shell Transport Ordinary Shareholders and holders of Shell Transport Bearer Warrants are being offered Class B Shares under the Scheme and holders of Shell Transport ADRs are being offered Class B ADRs.

The Class A Shares and the Class B Shares will have identical rights except in relation to the Dividend Access Mechanism by which dividends having a UK source are intended to be paid to the holders of Class B Shares. The Dividend Access Mechanism seeks to preserve the current tax treatment of dividends paid to Shell Transport Ordinary Shareholders and holders of Shell Transport Bearer Warrants.

On 27 April 2005, the directors resolved, with immediate effect, to redeem 9,760,000 euro deferred shares for €0.01 in total, in accordance with the rights attaching to those shares.

On May 12, 2005, the authorised share capital of the Company was increased to £50,000 and €700,000,000 by the creation of 600,000 Class A Shares of €0.07 each, 2,759,360,000 Class B Shares of €0.07 each and 2,740,040,000 unclassified shares of €0.07 each (to be classified as Class A Shares or Class B Shares upon allotment at the discretion of the directors) and an ordinary resolution was passed authorising the directors to allot the 2,759,360,000 Class B Shares. In addition 360,960,000 unissued euro deferred shares were re-classified as unclassified shares (to be classified as Class A Shares or Class B Shares upon allotment at the discretion of the Royal Dutch Shell directors).

On May 13, 2005, the directors resolved to allot, conditional upon the Scheme becoming effective, Class B Shares up to an aggregate nominal value of €193,155,200 to Relevant Holders (as that term is defined in the Scheme) in accordance with the terms of the Scheme.

Also on May 13, 2005:

- to satisfy the entitlements of Royal Dutch Shareholders under the offer, a special resolution was passed conditional on the offer being declared unconditional in all respects:

  — re-classifying as Class A Shares, immediately upon the offer being declared unconditional (*gestand wordt gedaan*) in all respects, such number of issued euro deferred shares as is equal to the number of Royal Dutch Shares validly tendered in the offer acceptance period multiplied by two;

  — re-classifying as Class A Shares, on each occasion that Royal Dutch Shares are validly tendered to the offer in the subsequent acceptance period (if any), such number of issued euro deferred shares as is equal to that number of Royal Dutch Shares so tendered multiplied by two; and

  — re-classifying as Class A Shares, on each occasion that Royal Dutch Shares are offered to Royal Dutch Shell for exchange into Class A Shares after the later of the expiry of the offer acceptance period and the expiry of the subsequent acceptance period (if any) but at the absolute discretion of the Royal Dutch Shell directors (and subject to applicable law), such number of issued euro deferred shares as is equal to that number of Royal Dutch Shares so offered multiplied by two; and

- a special resolution was passed, conditional upon the Scheme becoming effective, reclassifying the sterling ordinary shares of Royal Dutch Shell as Sterling deferred shares.

**UNAUDITED CONDENSED INTERIM FINANCIAL REPORT**

**ROYAL DUTCH SHELL PLC**

**NOTES TO THE CONDENSED INTERIM FINANCIAL REPORT (Continued)**

There have been no other circumstances or events subsequent to the period end which require adjustment of or disclosure in the Condensed Interim Financial Report or in the notes thereto.

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**Annex A**

**N.V. KONINKLIJKE NEDERLANDSCHE PETROLEUM MAATSCHAPPIJ**

**(ROYAL DUTCH PETROLEUM COMPANY)**

and

**THE "SHELL" TRANSPORT AND TRADING COMPANY, PUBLIC LIMITED COMPANY**

and

**ROYAL DUTCH SHELL PLC**

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# IMPLEMENTATION AGREEMENT

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De Brauw Blackstone Westbroek N.V
Zuid Hollandlaan 7
2509 LW The Hague
The Netherlands

Slaughter and May
One Bunhill Row
London EC1Y 8YY

**Contents**

**IMPLEMENTATION AGREEMENT**

**THIS AGREEMENT** is made on 18 May, 2005

**BETWEEN:**

(1) **N.V. KONINKLIJKE NEDERLANDSCHE PETROLEUM MAATSCHAPPIJ (ROYAL DUTCH PETROLEUM COMPANY)**, a company incorporated in The Netherlands having its principal place of business at Carel van Bylandtlaan 30, 2596 HR The Hague, The Netherlands ("**RD**");

(2) **THE "SHELL" TRANSPORT AND TRADING COMPANY, PUBLIC LIMITED COMPANY**, a public limited company incorporated in England and Wales (registered No. 00054485) having its registered office at Shell Centre, London SE1 7NA, England ("**STT**"); and

(3) **ROYAL DUTCH SHELL PLC,** a company incorporated in England and Wales (registered No. 04366849) having its registered office at Shell Centre, London SE1 7NA, England and having its headquarters at Carel van Bylandtlaan 30, 2596 HR The Hague, The Netherlands ("**Royal Dutch Shell**").

**WHEREAS:**

**IT IS AGREED** as follows:

**1. INTERPRETATION**

1.1 In this Agreement, the following definitions are used:

| | |
|---|---|
| **"Agreed Form"** | means, in relation to any document, such document in the form agreed and initialled for the purposes of identification only by or on behalf of RD, STT and Royal Dutch Shell; |
| **"Court Meeting"** | means the meeting of holders of STT ordinary shares and STT bearer warrants, for the purpose of approving the Scheme, convened by direction of the Court pursuant to section 425 of the Companies Act 1985, including any adjournment thereof; |
| **"Court"** | means the High Court of Justice in England and Wales; |
| **"Existing Agreements"** | has the meaning given in Clause 8.1; |
| **"Hearing Date"** | means the date of the hearing by the Court of the petition to sanction the Scheme; |
| **"Listing Particulars"** | means the listing particulars of Royal Dutch Shell, in the Agreed Form, to be published in connection with the Transaction and the applications for listing of Royal Dutch Shell's ordinary shares in London and Amsterdam, including any supplementary listing particulars or supplements or wraparounds as necessary in connection with either application; |
| **"Offer Documents"** | means the RD Offer Document and the US Offer Document, including any supplements or wraparounds as necessary in connection with the RD Offer; |
| **"RD Offer"** | means the public offer to be made by Royal Dutch Shell for the entire issued ordinary share capital of RD on the terms described in, and subject to the conditions set out in, the Offer Documents; |
| **"RD Offer Document"** | means the offer document in the Agreed Form, to be dated 19 May 2005 (including any documents incorporated by reference therein) whereby Royal Dutch Shell will make an offer for all RD ordinary |

| | |
|---|---|
| | shares with a nominal value of €0.56 each in the capital of RD, which document will be addressed to non-US holders of RD ordinary shares in bearer or Hague registry form; |
| **"Schedule 14D-9"** | means the Solicitation/ Recommendation Statement on Schedule 14D-9 of RD in respect of the RD Offer; |
| **"STT Short Form Scheme Document"** | means the short-form circular relating to the Scheme, in the Agreed Form, to be dated 19 May 2005 and sent to, amongst others, holders of STT ordinary shares; |
| **"STT Long Form Scheme Document"** | means the long-form circular relating to the Scheme, in the Agreed Form, to be dated 19 May 2005 and sent, upon request (or otherwise as required by the Court), to, amongst others, holders of STT ordinary shares; |
| **"Scheme Shares"** | shall have the meaning set out in the STT Long Form Scheme Document; |
| **"Scheme"** | means the proposed scheme of arrangement under section 425 of the Companies Act 1985 between STT and the holders of the Scheme Shares as set out in Part 6 of the STT Long Form Scheme Document with or subject to any modification, addition or condition approved or imposed by the Court; |
| **"Shareholder Documents"** | means the Listing Particulars, the Offer Documents, the STT Long Form Scheme Document, the STT Short Form Scheme Document and the Schedule 14D-9; |
| **"Transaction"** | means the proposed transaction pursuant to which Royal Dutch Shell will, through the RD Offer and the Scheme, become the holding company of RD and STT; and |
| **"US Offer Document"** | means the registration statement on Form F4 to be dated 19 May 2005, consisting of, among other things, the prospectus identified therein and all documents incorporated by reference therein, relating to the part of the RD Offer whereby Royal Dutch Shell will make an offer for all RD ordinary shares with a nominal value of €0.56 each in the capital of RD and the registration of certain Royal Dutch Shell A Shares identified therein under the U.S. Securities Act of 1933, as amended, which document will be addressed to holders of RD ordinary shares in New York registry form or, to the extent located in the U.S., any RD ordinary shares in bearer or Hague registry form. |

1.2 In this Agreement, save where the context otherwise requires:

(A) a reference to a statute or statutory provision shall include a reference:

(i) to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision; and

(ii) to any subordinate legislation made under the relevant statute;

(B) words in the singular shall include the plural, and vice versa;

(C) the masculine gender shall include the feminine and neuter and vice versa;

(D) a reference to a person shall be construed so as to include any individual, a firm, a body corporate, an unincorporated association and a person's executors or administrators;

(E) a reference to a clause or paragraph shall be a reference to a clause or paragraph (as the case may be) of this Agreement;

(F) references to writing shall include any modes of reproducing words in a legible and non-transitory form;

(G) the headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement; and

(H) references to subsidiary and subsidiary undertaking shall bear the meanings respectively given in sections 736 and 259 of the Companies Act 1985.

1.3 The Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and references to this Agreement shall include the Schedules.

**2. STATEMENT OF PRINCIPLES**

2.1 RD and STT acknowledge that, prior to the selection of the Transaction as the means of changing the relationship between them, they had agreed the following statement of principles:

(A) Mindful of the advantages conferred on their shareholders, businesses, employees and other stakeholders by the national origins of RD and STT and their respective cultures and heritage, and anxious that those advantages are not lost in future, while being conscious of the international character and business of the Royal Dutch/ Shell Group of Companies, RD and STT will use all reasonable endeavours to ensure that proper account shall be taken in the creation and conduct of the new organisation, of the national origins, cultures and heritage of RD and STT, in particular with respect to:

(i) the business principles by which business is conducted;

(ii) the appointment of directors;

(iii) the new organisation’s governance;

(iv) the terms of reference of any Committee of the Board; and

(v) the drafting of any agreements by which the new structure is implemented.

(B) To accomplish the objectives set out in Clause 2.1(A):

(i) the Royal Dutch Shell Annual Report and Accounts shall be produced in English with a Dutch translation available on request.

(ii) all Royal Dutch Shell shareholder publications other than the Annual Report and Accounts shall be produced in English with a Dutch translation being made available should the Board consider it appropriate to do so.

(iii) general meetings of Royal Dutch Shell shall generally be held in The Netherlands, drawing as necessary on technological links to permit active two-way participation by persons physically present in the UK and The Netherlands.

2.2 Royal Dutch Shell agrees that it will adhere to the statement of principles set out in clause 2.1 following completion of the Transaction.

**3. CONDITIONS TO THE TRANSACTION, THE OFFER AND THE SCHEME**

3.1 The parties have agreed that the Transaction is conditional upon the RD Offer becoming unconditional and the Scheme becoming effective in accordance with their terms by not later than 31 December 2005 (or such later date as the parties may agree and, in respect of the Scheme, the Court may allow).

3.2 The parties have agreed that the RD Offer and the Scheme shall be conditional upon the satisfaction (or waiver where permitted by the terms thereof) of the conditions set out in Part 5 of the STT Long Form Scheme Document and in the Offer Documents.

3.3 Subject to their respective directors' fiduciary duties, the parties shall use all reasonable endeavours to implement the Transaction in the form described in the Shareholder Documents and as otherwise provided in this Agreement provided, however, that this Agreement shall not create any enforceable obligations against any party other than RD, STT and Royal Dutch Shell.

3.4 RD, STT and Royal Dutch Shell undertake with each other that, between the date of this Agreement and completion of the Transaction (or, if earlier, termination of this Agreement), they will conduct business in the ordinary and usual course and will not, subject to the fiduciary duties of their directors, take any step which might jeopardise or hinder completion of the Transaction.

**4. THE OFFER**

Royal Dutch Shell agrees with RD and STT to make the RD Offer on the terms set out in the Offer Documents and RD agrees with Royal Dutch Shell and STT, subject to its directors' fiduciary duties, to use all reasonable endeavours to procure the satisfaction of the conditions to the RD Offer and to implement the RD Offer in accordance with its terms as set out in the Offer Documents.

**5. THE SCHEME**

STT agrees with RD and Royal Dutch Shell, subject to its directors' fiduciary duties, to use all reasonable endeavours to procure the satisfaction of the conditions to the Scheme and to implement the Scheme in accordance with its terms as set out in the STT Scheme Long Form Document with or subject to any modification, addition or condition approved or imposed by the Court.

**6. OFFER AND SCHEME PROCEDURES**

6.1 Royal Dutch Shell agrees and undertakes to RD and STT not to vary, terminate, or withdraw the RD Offer or to waive the conditions to the RD Offer or to determine whether any of the conditions to the RD Offer have been satisfied without the prior written consent of RD and STT.

6.2 STT agrees and undertakes to RD not to vary (including accepting any modification, addition or condition imposed by the Court), terminate, or withdraw the Scheme or to waive the conditions to the Scheme or to determine whether any of the conditions to the Scheme have been satisfied without the prior written consent of RD.

**7. CONSTITUTION AND GOVERNANCE**

7.1 The parties shall ensure that, with effect from completion of the Transaction, the Articles of Association of Royal Dutch Shell shall be substantially in the form set out in Schedule 1.

7.2 Royal Dutch Shell agrees with RD and STT that it will, with effect from completion of the Transaction:

(A) adopt the corporate governance arrangements set out in Schedule 2; and

(B) comply with such arrangements (as amended from time to time by the board of directors of Royal Dutch Shell).

7.3 It is each party's intention to ensure ongoing compliance with corporate governance guidelines established under the Combined Code on Corporate Governance and with the applicable requirements of the Sarbanes Oxley Act of 2002, applicable securities laws and the New York Stock Exchange rules.

**8. TERMINATION OF EXISTING AGREEMENTS**

8.1 RD and STT acknowledge that there are in force between them (and other related parties) a number of agreements which regulate:

(A) their respective economic rights in their combined business interests; and/or

(B) the management and governance of their combined business interests,

(together, the "**Existing Agreements**").

8.2 With effect from completion of the Transaction:

(A) all Existing Agreements between RD and STT shall terminate automatically; and

(B) RD and STT shall use their respective reasonable endeavours to terminate all Existing Agreements to which any third party is a party.

**9. TERMINATION**

9.1 This Agreement may be terminated forthwith by RD giving notice to STT in the event that the resolution approving the Scheme is not passed at the Court Meeting by the requisite majority.

9.2 This Agreement shall terminate automatically if a resolution approving this Agreement is put to the shareholders of RD and is not approved by the requisite majority.

9.3 In the event that by 31 December 2005 any of the conditions to the RD Offer or the Scheme have not been satisfied or waived in accordance with their terms or the Transaction has not become effective in accordance with its terms, this Agreement may be terminated by either RD or STT giving notice to the other and Royal Dutch Shell.

9.4 STT undertakes with Royal Dutch Shell and RD not to proceed with the Scheme and to withdraw the Scheme forthwith if this Agreement is terminated in accordance with its terms at any time prior to the Hearing Date.

**10. COSTS**

It is agreed that if the Transaction is not completed each party shall bear its own costs in relation to this Agreement and the transactions contemplated hereby.

**11. DELAY**

No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder or otherwise.

**12. ASSIGNMENT**

No party may assign or transfer all or part of its rights or obligations under this Agreement.

**13. NOTICES**

13.1 A notice, approval, consent or other communication in connection with this Agreement:

(A) must be in writing; and

(B) must be left at the address of the addressee, or sent by prepaid ordinary post (airmail if posted to or from a place outside the United Kingdom) to the address of the addressee or sent by facsimile to the facsimile number of the addressee which is specified in this clause or if the addressee notifies another address or facsimile number then to that address or facsimile number.

The address and facsimile number of each party is:

(A) RD
Carel van Bylandtlaan 30
2596 HR The Hague
The Netherlands

Attention: Company Secretary

Facsimile: +31 70 377 3687

(B) STT
Shell Centre
London
SE1 7NA
England

Attention: Company Secretary

Facsimile: +44 20 7934 5153

(C) Royal Dutch Shell
Carel van Bylandtlaan 30
2596 HR The Hague
The Netherlands

Attention: Company Secretary

Facsimile: +31 70 377 3687

**14. MISCELLANEOUS PROVISIONS**

**14.1 No Partnership**

Nothing in this Agreement or in any document referred to in it shall constitute any of the parties a partner of any other.

**14.2 Contracts (Rights of Third Parties) Acts 1999**

The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not party to this Agreement.

**14.3 Entire Agreement**

(A) This Agreement and the Unification Protocol signed by RD and STT on 28 October 2004 (the "**Unification Protocol**") constitute the whole and only agreement between the parties relating to the subject matter of this Agreement.

(B) Each party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement which is not set out in this Agreement or the Unification Protocol.

(C) Except in the case of fraud, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement or the Unification Protocol.

(D) For the purposes of this clause, "**pre-contractual statement**" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement or the Unification Protocol made or given by any person at any time prior to the date of this Agreement.

**15. COUNTERPARTS**

This Agreement may be executed in a number of counterparts and by the parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same agreement.

**16. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS**

16.1 This Agreement shall be governed by, and construed in accordance with, English law.

16.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled exclusively and finally by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

16.3 The appointing authority shall be The International Chamber of Commerce's International Court of Arbitration (ICC).

16.4 The number of arbitrators shall be three.

16.5 The place of arbitration shall be The Hague.

16.6 The language to be used in the arbitral proceedings shall be English.

This Agreement has been executed by the parties hereto on the date first above written.

Signed by /s/ Michiel Brandjes

for and on behalf of N.V. KONINKLIJKE
NEDERLANDSCHE PETROLEUM MAATSCHAPPIJ
(ROYAL DUTCH PETROLEUM COMPANY)

Signed by /s/ Peter Voser

for and on behalf of THE "SHELL" TRANSPORT
AND TRADING COMPANY, PUBLIC LIMITED COMPANY

Signed by /s/ Peter Voser

for and on behalf of ROYAL DUTCH SHELL PLC

**SCHEDULE 1**

**ARTICLES OF ASSOCIATION OF ROYAL DUTCH SHELL PLC**

*See Exhibit 3.2 to the Registration Statement of which this prospectus is a part.*

**SCHEDULE 2**

**ROYAL DUTCH SHELL PLC CORPORATE GOVERNANCE ARRANGEMENTS**

## A: CHIEF EXECUTIVE OFFICER ("CEO")

### 1. Appointment, suspension and removal

1.1 The appointment of the CEO is made by the Board as a whole. The appointment process is led by the Nomination and Succession Committee.

1.2 The CEO can be removed by the Board (normally acting through the Chairman) or by shareholder resolution.

### 2. Chair of the Executive Committee meetings

2.1 The CEO chairs meetings of the Executive Committee and sets its agenda.

2.2 The CEO is responsible for the effective functioning of the Executive Committee and leads the individual Executive Directors and the Executive Committee as a team.

2.3 The CEO will provide the Board through the Chairman with the information needed to evaluate the performance of individual Executive Directors and the Executive Committee as a whole each year; he fulfils a leading role in the development of individual Executive Directors.

### 3. Overall Responsibility

3.1 The CEO bears overall responsibility for the implementation by the Executive Committee of overall strategy agreed by the board, the operational management of Royal Dutch Shell and the business enterprise connected with it.

3.2 The CEO, with the chairman, is responsible for ensuring effective two way communication with shareholders and other stakeholders and for maintaining the corporate reputation of Royal Dutch Shell. In general the CEO will be the chief spokesman for Royal Dutch Shell.

3.3 The CEO determines the assignment of executive roles amongst the Executive Directors, subject to the approval of the Board. Pending consideration by the Board, he may change an Executive Director's executive role with immediate effect.

3.4 The CEO has oversight responsibility (subject to the views of the Board) for the appointment, proper functioning, and, if necessary, dismissal of individual Executive Directors as employees.

### 4. Report to Chairman of the Board and to the Board

4.1 The CEO is accountable to the Chairman and to the Board for the performance of the Executive Committee and individual Executive Directors. They are accountable to the CEO and the Board.

4.2 The CEO, with the Chairman, ensures that members of the Board receive accurate, timely and clear information.

### 5. Directions to Executive Directors

The CEO is authorised to give general directions to each individual Executive Director in relation to the exercise of the operational responsibilities assigned to the respective Executive Director.

## B: EXECUTIVE MANAGEMENT

### 1. Executive Committee

#### 1.1 Duties and Authorities

The Board delegates the executive management of Royal Dutch Shell to the CEO and, under the CEO's direction, to the other members of the Executive Committee. Accordingly, the Executive Committee shall be responsible for Royal Dutch Shell's overall business and affairs and have the final authority in all matters of management that are not within the duties and authorities of the Board or of the shareholders' meeting. It shall implement all Board resolutions and supervise all management levels in Royal Dutch Shell.

Without limiting the generality of the foregoing, the Executive Committee's areas of responsibility shall in particular include (subject to Board or Audit Committee approval, where required):

(A) Royal Dutch Shell's strategic aims, as approved by the Board; and its basic organization, policies, plans and performance, against these strategic aims, and in respect of the values and standards set by the Board, including Royal Dutch Shell's business principles and policies forming the basis of its culture and identity, and its risk and internal control policies;

(B) Royal Dutch Shell's accounting framework and its financial control, planning and disclosure procedures;

(C) compliance with Royal Dutch Shell's lending and borrowing limits, as determined by the Board, and its procedures and approval processes for new investments;

(D) the annual operational and capital budget and appraisal, and the consolidated quarterly, half-yearly and annual financial statements;

(E) acquisitions, divestitures, liquidations, restructurings and other transactions in accordance with established limits, procedures and approval processes;

(F) appointment and dismissal of senior executives below the Executive Committee level, and staff development;

(G) monitoring of performance against determined goals; and

(H) on all matters which are for Board decision or approval, appropriate preparatory and follow-up action.

#### 1.2 Composition

The Executive Committee shall consist of:

(A) the CEO who shall report directly to the Board;

(B) the Chief Financial Officer ("**CFO**") and other Executive Directors who shall direct and supervise the major organizational units; the CFO and such other Executive Directors shall report directly to the CEO in such manner as the CEO shall determine, and they shall be accountable both to the CEO and to the Board;

(C) such additional members as the Board, in consultation with the CEO, may from time to time determine, and who shall report directly to the CEO.

#### 1.3 Meetings

The Executive Committee shall meet as often as business requires.

Executive Committee proceedings and decisions shall be recorded in minutes. To this effect, the Executive Committee shall be assisted by a secretary not the Company Secretary, whose role and obligations shall be determined by the Executive Committee.

In principle, Executive Committee meetings shall take place in The Netherlands. Exceptionally, on particular occasions, the Executive Committee may meet in other countries. The meetings will be conducted in the English language.

**2. Extended Executive Leadership Group**

The Executive Management shall also comprise an extended executive leadership group, the membership of which may vary over time.

Such membership, and the duties and authorities of the members, shall be set forth under the principles of Royal Dutch Shell's basic organization, as determined by the Executive Committee.

**C: BOARD**

**1. Overall role**

The Board is collectively responsible for the success of Royal Dutch Shell.

The Board should meet as often as is necessary to discharge its duties effectively.

The Board's role is to:

1.1 provide entrepreneurial leadership of Royal Dutch Shell within a framework of prudent and effective controls;

1.2 consider and, if appropriate, approve Royal Dutch Shell's strategic aims and business principles, and review management performance against those aims; and

1.3 set Royal Dutch Shell's values and standards and ensure that its obligations to its shareholders and others are understood and met.

**2. Composition**

The Board will comprise:

2.1 up to 10 non-executive directors, including the Chairman and Deputy Chairman, with appropriate business and professional experience, including at least one finance expert and one with oil industry experience and together having a suitable balance geographically and by gender; and

2.2 the CEO, the CFO and up to 3 other executive directors.

In addition to the Chairman and the Deputy Chairman, the number of other non-executive Directors shall at all times exceed the number of executive Directors, including the CEO and CFO.

**3. Appointments**

It is agreed that, in respect of all board appointments, the governing principle shall be the choice of the best person for the job, irrespective of nationality. The Nomination and Succession Committee shall have due regard to the international nature of the Company and to its Dutch/ British heritage.

**4. Annual Review Responsibilities**

The Board will annually:

4.1 review its own performance and that of its committees and individual directors; and

4.2 review Royal Dutch Shell's system of internal controls.

**5. Roles and Responsibilities of Non-executive Directors**

5.1 Non-executive directors should:

(A) constructively challenge and help develop proposals on strategy;

(B) scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;

(C) satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

(D) be responsible for determining appropriate levels of remuneration of executive directors;

(E) appoint and where necessary remove, executive directors, and plan succession; and

(F) keep Royal Dutch Shell's business principles under review.

5.2 Non-executive directors should also meet:

(A) at least annually without the Chairman being present, to review the performance of the Chairman; and

(B) routinely without the executive directors being present, to discuss, among other things, corporate strategy, Royal Dutch Shell's system of internal controls and the performance of individual directors.

**6. Committees of the Board**

6.1 The Board shall establish from among the Non-Executive Directors: an Audit Committee, a Nomination and Succession Committee, a Remuneration Committee and a Social Responsibility Committee.

6.2 The Chairman of the Board will be the Chairman of the Nomination and Succession Committee. The Board will appoint other Committee Chairmen from among their members.

6.3 Committees shall comprise at least three Directors.

6.4 Any Non-Executive Director shall be entitled to attend any Committee of which he is not a member (other than the Executive Committee).

6.5 A Committee Chairman may invite the CEO or other Executive Director to attend any meeting of that Committee when appropriate.

6.6 The Audit, Remuneration, and Nomination and Succession Committees will comprise Non-Executive Directors exclusively.

6.7 The Chairman of the Board will not be a member of either the Audit Committee or the Remuneration Committee.

**7. Meetings**

7.1 In principle, Board and Board Committee meetings shall take place in the Netherlands. Exceptionally, on particular occasions, the meetings may be held in other countries.

7.2 Meetings will be conducted in the English language.

7.3 The Company Secretary shall be The Secretary of the Board.

**D: BOARD CHAIRMAN**

The Chairman is responsible for the leadership of the Board.

1. Appointment

   1.1 The appointment of its Chairman is made by the Board as a whole. The process is led by the Nomination and Succession Committee.

   1.2 The Chairman shall not be a former member of the Executive Committee.

2. The Chairman is responsible for ensuring that the Board and its Committees function effectively. With the CEO, he shall ensure that members of the Board receive accurate, timely and clear information. To this end the Chairman of the Board shall see to it that:

   2.1 there is an adequate induction and training programme that all directors follow;

   2.2 the development needs of individual directors are identified and met;

   2.3 all Directors receive in good time all information which is necessary for the proper performance of their duties and have sufficient time to take decisions;

   2.4 the performance of the CEO, the other Executive Directors and Non-Executive Directors is assessed at least once a year;

   2.5 the Board elects a Deputy Chairman;

   2.6 the Board has proper contact with the CEO and the Executive Committee.

3. The Chairman will from time to time convene meetings of the Non-Executive Directors without the Executive Directors present.

4. The Chairman shall ensure the orderly and efficient conduct of General Meetings of Shareholders of Royal Dutch Shell.

5. The Chairman, with the CEO, is responsible for ensuring effective two-way communication with shareholders and other stakeholders and maintaining the corporate reputation of Royal Dutch Shell.

**E: DEPUTY CHAIRMAN**

1. The Non-Executive Directors shall choose a Deputy Chairman from among their number.

2. The Deputy Chairman will:

   2.1 chair meetings of shareholders or the Board in the absence of the Chairman;

   2.2 provide such assistance to the Chairman and the CEO as they may require;

   2.3 facilitate the self-evaluation of the Board, and its Committees and its evaluation of the Chairman; and

   2.4 fulfil the other functions of “Senior Independent Director”.

3. The Deputy Chairman shall not be a former member of the Executive Committee.

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**Annex B**

**OPINION OF ABN AMRO BANK N.V.**

**Corporate Finance**

ABN AMRO Bank N.V.
Gustav Mahlerlaan 10
1082 PP Amsterdam

Mailing address
P.O. Box 283
1000 EA Amsterdam
The Netherlands

Telephone +31 20 628 93 93
Telex 11006 ABAM NL

The Managing Board and Supervisory Board

N.V. Koninklijke Nederlandsche Petroleum
Maatschappij (Royal Dutch Petroleum Company)
Carel van Bylandtlaan 30
2596 HR The Hague
The Netherlands

Letter of opinion 27 October 2004

Dear Sirs,

We understand that it is proposed that Royal Dutch Shell plc, a company incorporated under the laws of England and Wales (the "Offeror"), will make an offer to acquire all the outstanding ordinary shares in the capital of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company), a company incorporated under the laws of The Netherlands (the "Company" or "Royal Dutch"), (the "Offer") that will be interconnected with and interconditional on a reorganisation of the entire share capital of The "Shell" Transport and Trading Company, public limited company, a company incorporated under the laws of England and Wales ("Shell Transport"), by a court sanctioned scheme of arrangement (the "Scheme of Arrangement" and, together with the Offer, the "Transactions"). Pursuant to the terms of the Offer, as set out in a merger protocol, substantially in the form of the draft dated 25 October 2004 (the "Unification Protocol"), we understand that the Offeror is proposing to offer each holder of one ordinary share, nominal value Euro 0.56 per share, in the capital of the Company (each a "Royal Dutch Share" and each beneficial owner of a Royal Dutch Share a "Royal Dutch Shareholder"), 2 class A shares, nominal value Euro 0.07 per share, in the capital of the Offeror (the "Offeror Class A Shares") (including in the form of American Depositary Shares representing Offeror Class A Shares) for each Royal Dutch Share (the "Exchange Ratio").

We understand that, as set out in the Unification Protocol, the Offeror is proposing to offer each holder of one ordinary share, nominal value 0.25 pence per share, of Shell Transport (each a "Shell Transport Share" and each beneficial owner of a Shell Transport Share, a "Shell Transport Shareholder"), approximately 0.2874 class B shares, nominal value Euro 0.07 per share, in the capital of the Offeror (the "Offeror Class B Shares") (including in the form of American Depositary Shares representing Offeror Class B Shares) for each Shell Transport Share. We further understand that, as set out in the Unification Protocol, assuming consummation and full acceptances of the Transactions by Royal Dutch Shareholders and Shell Transport Shareholders, respectively, the issued and outstanding share capital of the Offeror will comprise 4,148,800,000 Offeror Class A Shares and 2,765,866,667 Offeror Class B Shares. As set out in the Unification Protocol, we understand that each Offeror

Class A Share and Offeror Class B Share will carry identical voting and economic rights, except that in the case of the Offeror Class B Shares, holders of Offeror Class B Shares will be entitled, pursuant to a dividend access scheme, to U.K. source dividends instead of dividends paid by the Offeror.

The Managing Board and Supervisory Board of the Company have asked for ABN AMRO Bank N.V.'s ("ABN AMRO") opinion as to whether the Exchange Ratio is fair, from a financial point of view, to the Royal Dutch Shareholders.

For the purposes of providing our opinion, ABN AMRO has:

1. Reviewed certain publicly available business and financial information relating to the Company, including the audited annual accounts for the three consecutive financial years ending 31 December 2003, 2002 and 2001 and the unaudited half year financial figures for the period ending 30 June 2004;

2. Reviewed certain publicly available business and financial information relating to Shell Transport, including the audited annual accounts for the three consecutive financial years ending 31 December 2003, 2002 and 2001 and the unaudited half year financial figures for the period ending 30 June 2004;

3. Reviewed certain publicly available business and financial information relating to the Royal Dutch/ Shell group of companies (the "Group") owned by the Company and Shell Transport, including the audited annual accounts for the three consecutive financial years ending 31 December 2003, 2002 and 2001 and the unaudited half year financial figures for the period ending 30 June 2004;

4. Participated in discussions with and reviewed information provided by the senior management of the Company with respect to the businesses and prospects of the Company, Shell Transport and the Group;

5. Reviewed the historical stock prices and trading volumes of the Royal Dutch Shares and the Shell Transport Shares;

6. Reviewed the financial terms of certain transactions we believe to be comparable to the Transactions;

7. Reviewed the draft announcement relating to the Transactions dated 26 October 2004 and those parts of the Unification Protocol and certain other related documents, which ABN AMRO deemed relevant for the purposes of providing this opinion;

8. Participated in discussions with, and reviewed information provided by, relevant employees of the Group as well as the tax advisors assisting the Group on the various (potential) tax consequences resulting from the Transactions; and

9. Performed such other financial reviews and analyses, as we, in our absolute discretion, have deemed appropriate.

With respect to any financial forecasts that may have been made available, ABN AMRO has assumed that they have been reasonably prepared on bases reflecting the best available estimates and judgements of the management of the Company and Shell Transport as to the future financial performance of the Company, Shell Transport and the Group, and that no event subsequent to the date of any such financial forecasts and undisclosed to ABN AMRO has had a material effect on them. ABN AMRO does not assume or accept liability or responsibility for (and expresses no view as to) any such forecasts or the assumptions on which they are based. ABN AMRO has assumed and relied upon, without independent verification, the truth, accuracy and completeness of the information, forecasts (that may have been made available), data and financial terms provided to us or used by us, has assumed that the same are not misleading and does not assume or accept any liability or responsibility for any independent verification of such information or any independent valuation or appraisal of any of the assets, operations or liabilities of the Company, Shell Transport or the Group nor have we been provided with such valuation or appraisal. In preparing this opinion, ABN AMRO has received specific

confirmation from senior management of the Company that the assumptions specified above are reasonable and no information has been withheld from ABN AMRO that could have influenced the purport of this opinion or the assumptions on which it is based.

Further, ABN AMRO's opinion is necessarily based on financial, economic, monetary, market and other conditions, including those in the securities and oil and gas markets, as in effect on, and the information made available to ABN AMRO or used by it up to, the date hereof. This opinion exclusively focuses on the fairness, from a financial point of view, of the Exchange Ratio to the Royal Dutch Shareholders and does not address any other issues such as the underlying business decision to unite the share capital of the Company and Shell Transport or to recommend the Offer, any transaction involving Shell Transport, or the commercial merits of any of the foregoing, which are matters solely for the supervisory board and the Managing Board of the Company. In addition, this opinion does not in any manner address the prices or volumes at which the Royal Dutch Shares, the Offeror Class A Shares or the Offeror Class B Shares may trade following consummation of the Transactions. Subsequent developments in the aforementioned conditions may affect this opinion and the assumptions made in preparing this opinion and ABN AMRO is not obliged to update, revise or reaffirm this opinion if such conditions change.

In rendering this opinion, ABN AMRO has not provided legal, regulatory, tax, accounting or actuarial advice and accordingly ABN AMRO does not assume any responsibility or liability in respect thereof. We did not participate in negotiations with respect to the terms of the Unification Protocol, the Offer, the Scheme of Arrangement and the other transactions contemplated by the Unification Protocol. Furthermore, ABN AMRO has assumed that the Transactions will be consummated on the terms and conditions as set out in the Unification Protocol, without any material changes to, or waiver of, their terms or conditions. Moreover, ABN AMRO has assumed that the Offer will be tax neutral for most Royal Dutch Shareholders and Shell Transport Shareholders.

The engagement of ABN AMRO, this letter and the opinion expressed herein are provided for the use of the Company's Managing Board and Supervisory Board in connection with their evaluation of the Offer. This opinion does not in any way constitute a recommendation by ABN AMRO to any Royal Dutch Shareholders as to whether such holders should accept or reject the Offer or otherwise act in relation to the Offer.

ABN AMRO is acting as financial advisor to the Company in connection with the Offer, and will receive fees for its services, including for rendering this opinion, which fees are contingent upon rendering this opinion. From time to time ABN AMRO and its affiliates may have also (i) maintained banking relationships with the Company, Shell Transport or the Group or (ii) executed transactions, for their own account or for the accounts of customers, in the Royal Dutch Shares or the Shell Transport Shares or debt securities of the Company and Shell Transport and, accordingly, may at any time hold a long or short position in such securities. ABN AMRO is a holder of Royal Dutch Shares and of Shell Transport Shares, and provides financing facilities to the Company. In connection with the Transactions, we have provided certain financial services, and in the future may provide certain financial or investment banking services to the Offeror.

It is understood that this letter may not be relied upon by, nor be disclosed to, in whole or in part, any third party for any purpose whatsoever, without the prior written consent of ABN AMRO. Notwithstanding the foregoing, this letter (i) may be disclosed if required by or requested under applicable law or regulation and (ii) may be reproduced in the offer document to be distributed to Royal Dutch Shareholders and in any filing made by the Company or the Offeror in respect of the Offer with the U.S. Securities and Exchange Commission, so long as this letter is reproduced in full in such offer document and filing and any description of or reference in such offer document or filing to ABN AMRO, the opinion or the related analysis is in a form reasonably acceptable to us and our counsel.

This opinion is issued in the English language and reliance may only be placed on this opinion as issued in the English language. If any translations of this opinion are delivered they are provided only for ease of reference,

have no legal effect and ABN AMRO makes no representation as to (and accepts no liability in respect of) the accuracy of any such translation.

This letter and ABN AMRO's obligations to the Managing Board and the Supervisory Board hereunder shall be governed by and construed in accordance with Dutch law and any claims or disputes arising out of, or in connection with, this letter shall be subject to the exclusive jurisdiction of the Dutch Courts.

Based upon and subject to the foregoing, ABN AMRO is of the opinion that, as at the date hereof, the Exchange Ratio is fair, from a financial point of view, to the Royal Dutch Shareholders.

Yours sincerely,

/s/ ABN AMRO BANK N.V.

ABN AMRO Bank N.V.

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**Annex C**

**Corporate Finance**

ABN AMRO Bank N.V.
Gustav Mahlerlaan 10
1082 PP Amsterdam

Mailing address
P.O. Box 283
1000 EA Amsterdam
The Netherlands

Telephone +31 20 628 93 93
Telex 11006 ABAM NL

The Managing Board and Supervisory Board

N.V. Koninklijke Nederlandsche Petroleum
Maatschappij (Royal Dutch Petroleum Company)
Carel van Bylandtlaan 30
2596 HR The Hague
The Netherlands

Letter of opinion 13 May 2005

Dear Sirs,

We understand that it is proposed that Royal Dutch Shell plc, a company incorporated under the laws of England and Wales (the "Offeror"), will make an offer to acquire all the outstanding ordinary shares in the capital of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company), a company incorporated under the laws of The Netherlands (the "Company" or "Royal Dutch"), (the "Offer") that will be interconnected with and interconditional on a reorganisation of the entire share capital of The "Shell" Transport and Trading Company, public limited company, a company incorporated under the laws of England and Wales ("Shell Transport"), by a court sanctioned scheme of arrangement (the "Scheme of Arrangement" and, together with the Offer, the "Transactions"). Pursuant to the terms of the Offer, as set out in a merger protocol, dated 28 October 2004 (the "Unification Protocol") and a draft dated 10 May 2005 of the announcement of final proposals for the Transactions, we understand that the Offeror is proposing to offer each holder of one ordinary share, nominal value Euro 0.56 per share, in the capital of the Company (each a "Royal Dutch Share" and each beneficial owner of a Royal Dutch Share a "Royal Dutch Shareholder"), 2 class A shares, nominal value Euro 0.07 per share, in the capital of the Offeror (the "Offeror Class A Shares") (including in the form of American Depositary Shares representing Offeror Class A Shares) for each Royal Dutch Share (the "Exchange Ratio").

We understand that, as set out in the draft dated 10 May 2005 of the announcement of final proposals for the Transactions, the Offeror is proposing to offer each holder of one ordinary share, nominal value 0.25 pence per share, of Shell Transport (each a "Shell Transport Share" and each beneficial owner of a Shell Transport Share, a "Shell Transport Shareholder"), approximately 0.287333066 class B shares, nominal value Euro 0.07 per share, in the capital of the Offeror (the "Offeror Class B Shares") (including in the form of American Depositary Shares representing Offeror Class B Shares) for each Shell Transport Share. We further understand that, based on the information as set out in the draft dated 10 May 2005 of the announcement of final proposals for the Transactions, assuming consummation and full acceptances of the Transactions by Royal Dutch Shareholders and Shell Transport Shareholders, respectively, the issued and outstanding share capital of the Offeror will comprise 4,139,040,000 Offeror Class A Shares and 2,759,360,000 Offeror Class B Shares. As set out in the Unification

Protocol, we understand that each Offeror Class A Share and Offeror Class B Share will carry identical voting and economic rights, except that in the case of the Offeror Class B Shares, holders of Offeror Class B Shares will be entitled, pursuant to a dividend access scheme, to U.K. source dividends instead of dividends paid by the Offeror.

The Managing Board and Supervisory Board of the Company have asked for ABN AMRO Bank N.V.'s ("ABN AMRO") opinion as to whether the Exchange Ratio is fair, from a financial point of view, to the Royal Dutch Shareholders.

For the purposes of providing our opinion, ABN AMRO has:

1. Reviewed certain publicly available business and financial information relating to the Company, including the audited annual accounts for the three consecutive financial years ending 31 December 2004, 2003 and 2002 and the unaudited quarterly financial figures for the period ending 31 March 2005;

2. Reviewed certain publicly available business and financial information relating to Shell Transport, including the audited annual accounts for the three consecutive financial years ending 31 December 2004, 2003 and 2002 and the unaudited quarterly financial figures for the period ending 31 March 2005;

3. Reviewed certain publicly available business and financial information relating to the Royal Dutch/ Shell group of companies (the "Group") owned by the Company and Shell Transport, including the audited annual accounts for the three consecutive financial years ending 31 December 2004, 2003 and 2002 and the unaudited quarterly financial figures for the period ending 31 March 2005;

4. Participated in discussions with and reviewed information provided by the senior management of the Company with respect to the businesses and prospects of the Company, Shell Transport and the Group;

5. Reviewed the historical stock prices and trading volumes of the Royal Dutch Shares and the Shell Transport Shares;

6. Reviewed the financial terms of certain transactions we believe to be comparable to the Transactions;

7. Reviewed a draft dated 10 May 2005 of the announcement of final proposals for the Transactions, the announcement relating to the Transactions dated 28 October 2004 and those parts of the Unification Protocol and certain other related documents, which ABN AMRO deemed relevant for the purposes of providing this opinion;

8. Participated in discussions with, and reviewed information provided by, relevant employees of the Group as well as the tax advisors assisting the Group on the various (potential) tax consequences resulting from the Transactions; and

9. Performed such other financial reviews and analyses, as we, in our absolute discretion, have deemed appropriate.

With respect to any financial forecasts that may have been made available, ABN AMRO has assumed that they have been reasonably prepared on bases reflecting the best available estimates and judgements of the management of the Company and Shell Transport as to the future financial performance of the Company, Shell Transport and the Group, and that no event subsequent to the date of any such financial forecasts and undisclosed to ABN AMRO has had a material effect on them. ABN AMRO does not assume or accept liability or responsibility for (and expresses no view as to) any such forecasts or the assumptions on which they are based. ABN AMRO has assumed and relied upon, without independent verification, the truth, accuracy and completeness of the information, forecasts (that may have been made available), data and financial terms provided to us or used by us, has assumed that the same are not misleading and does not assume or accept any liability or responsibility for any independent verification of such information or any independent valuation or appraisal of

any of the assets, operations or liabilities of the Company, Shell Transport or the Group nor have we been provided with such valuation or appraisal. In preparing this opinion, ABN AMRO has received specific confirmation from senior management of the Company that the assumptions specified above are reasonable and no information has been withheld from ABN AMRO that could have influenced the purport of this opinion or the assumptions on which it is based.

Further, ABN AMRO's opinion is necessarily based on financial, economic, monetary, market and other conditions, including those in the securities and oil and gas markets, as in effect on, and the information made available to ABN AMRO or used by it up to, the date hereof. This opinion exclusively focuses on the fairness, from a financial point of view, of the Exchange Ratio to the Royal Dutch Shareholders and does not address any other issues such as the underlying business decision to unite the share capital of the Company and Shell Transport or to recommend the Offer, any transaction involving Shell Transport, or the commercial merits of any of the foregoing, which are matters solely for the Supervisory Board and the Managing Board of the Company. In addition, this opinion does not in any manner address the prices or volumes at which the Royal Dutch Shares, the Offeror Class A Shares or the Offeror Class B Shares may trade following consummation of the Transactions. Subsequent developments in the aforementioned conditions may affect this opinion and the assumptions made in preparing this opinion and ABN AMRO is not obliged to update, revise or reaffirm this opinion if such conditions change.

In rendering this opinion, ABN AMRO has not provided legal, regulatory, tax, accounting or actuarial advice and accordingly ABN AMRO does not assume any responsibility or liability in respect thereof. We did not participate in negotiations with respect to the terms of the Unification Protocol, the Offer, the Scheme of Arrangement and the other transactions contemplated by the Unification Protocol. Furthermore, ABN AMRO has assumed that the Transactions will be consummated on the terms and conditions as set out in the Unification Protocol and the draft dated 10 May 2005 of the announcement of final proposals for the Transactions, without any material changes to, or waiver of, their terms or conditions. Moreover, ABN AMRO has assumed that the Offer will be tax neutral for most Royal Dutch Shareholders and Shell Transport Shareholders.

The engagement of ABN AMRO, this letter and the opinion expressed herein are provided for the use of the Company's Managing Board and Supervisory Board in connection with their evaluation of the Offer. This opinion does not in any way constitute a recommendation by ABN AMRO to any Royal Dutch Shareholders as to whether such holders should accept or reject the Offer or otherwise act in relation to the Offer.

ABN AMRO is acting as financial advisor to the Company in connection with the Offer, and will receive fees for its services, including for rendering the opinion, which fees are contingent upon rendering the opinion. From time to time ABN AMRO and its affiliates may have also (i) maintained banking relationships with the Company, Shell Transport or the Group or (ii) executed transactions, for their own account or for the accounts of customers, in the Royal Dutch Shares or the Shell Transport Shares or debt securities of the Company and Shell Transport and, accordingly, may at any time hold a long or short position in such securities. ABN AMRO is a holder of Royal Dutch Shares and of Shell Transport Shares, and provides financing facilities to the Company. In connection with the Transactions, we have provided certain financial services, and in the future may provide certain financial or investment banking services to the Offeror. ABN AMRO is acting as the Dutch exchange agent to the Offeror in the Offer and as co-listing agent to the Offeror in connection with the listing of the Offeror Class A Shares and the Offeror Class B Shares on Euronext Amsterdam.

It is understood that this letter may not be relied upon by, nor be disclosed to, in whole or in part, any third party for any purpose whatsoever, without the prior written consent of ABN AMRO. Notwithstanding the foregoing, this letter (i) may be disclosed if required by or requested under applicable law or regulation and (ii) may be reproduced in the offer document to be distributed to Royal Dutch Shareholders and in any filing made by the Company or the Offeror in respect of the Offer with the U.S. Securities and Exchange Commission, so long as this letter is reproduced in full in such offer document and filing and any description of or reference in

13 May 2005

such offer document or filing to ABN AMRO, the opinion or the related analysis is in a form reasonably acceptable to us and our counsel.

This opinion is issued in the English language and reliance may only be placed on this opinion as issued in the English language. If any translations of this opinion are delivered they are provided only for ease of reference, have no legal effect and ABN AMRO makes no representation as to (and accepts no liability in respect of) the accuracy of any such translation.

This letter and ABN AMRO's obligations to the Managing Board and the Supervisory Board hereunder shall be governed by and construed in accordance with Dutch law and any claims or disputes arising out of, or in connection with, this letter shall be subject to the exclusive jurisdiction of the Dutch Courts.

Based upon and subject to the foregoing, ABN AMRO is of the opinion that, as at the date hereof, the Exchange Ratio is fair, from a financial point of view, to the Royal Dutch Shareholders.

Yours sincerely,

/s/ ABN AMRO BANK N.V.

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ABN AMRO Bank N.V.

## PART II

## INFORMATION NOT REQUIRED IN THE PROSPECTUS

**Item 20.** ***Indemnification of Directors and Officers***

Article 149 of our articles of association provides that, as far as the legislation allows this, we: (i) can indemnify any director of the company against any liability; and (ii) can purchase and maintain insurance against any liability for any director of the company. As our articles of association do not prohibit the indemnification of officers of the company against liability, we may purchase and maintain insurance against any liability for any of our officers.

We propose to enter into a deed of indemnity with each of the Royal Dutch Shell Directors. The terms of each of these deeds will be identical and will reflect the new statutory provisions on indemnities introduced by the Companies (Audit, Investigations and Community Enterprise) Act 2004. Under the terms of each deed, Royal Dutch Shell will undertake to indemnify the relevant Royal Dutch Shell Director, to the widest extent permitted by law, against any and all liability, howsoever caused (including by that director's own negligence), suffered or incurred by that director in the course of that director acting as a director or employee of Royal Dutch Shell, any member of the Royal Dutch/Shell Group or certain other entities. It will be a term of each indemnity that Royal Dutch Shell and the relevant director agree to be bound by the provisions in the Royal Dutch Shell Articles relating to arbitration and exclusive jurisdiction.

The relevant provisions of the Companies Act are sections 309A – C, 337A and 727.

Sections 309A – C state that, any provision to exempt to any extent a director from liability for negligence, default, breach of duty or trust by him in relation to the company is void. Any provision by which a company director or indirectly provides (to any extent) an indemnity for a director of the company or an associated company against any such liability is also void unless it is a qualifying third party indemnity provision. We are still permitted to purchase insurance against any such liability for a director of the company or an associated company.

An indemnity is a qualifying third party indemnity as long as it does not provide: (i) any indemnity against any liability incurred by the director to the company or to any associated company; (ii) any indemnity against any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; and (iii) any indemnity against any liability incurred by the director in defending criminal proceedings in which he is convicted, civil proceedings brought by the company or an associated company in which judgment is given against him or where the court refuses to grant him relief under an application under sections 144(3) and (4) (acquisition of shares by innocent nominee) or its power under section 727 (described below). Any qualifying third party indemnity in force for the benefit or one or more directors of the company must be disclosed in the directors' annual report.

Section 337A provides that a company can provide a director with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under sections 144(3) and (4) (acquisition of shares by innocent nominee) or section 727 (described below). Such financial assistance must be repaid if the director is convicted, judgment is found against him or the court refuses to grant the relief on the application.

Section 727 provides that:

(1) If in any proceedings for negligence, default, breach of duty or breach of trust against an officer of a company or a person employed by a company as auditor (whether he is or is not an officer of the company) it appears to the court hearing the case that that officer or person is or may be liable in respect of the negligence, default, breach of duty or breach of trust, but that he has acted honestly and reasonably, and that having regard to all the circumstances of the case (including those connected with

his appointment) he ought fairly to be excused for the negligence, default, breach of duty or breach of trust, that court may relieve him, either wholly or partly, from his liability on such terms at it thinks fit.

(2) If any such officer or person as above-mentioned has reason to apprehend that any claim will or might be made against him in respect of any negligence, default, breach of duty or breach of trust, he may apply to the court for relief; and the court on the application has the same power to relieve him as under this section it would have had if it had been a court before which proceedings against that person for negligence, default, breach of duty or breach of trust had been brought.

(3) Where a case to which subsection (1) applies is being tried by a judge with a jury, the judge, after hearing the evidence, may, if he is satisfied that the defendant or defender ought in pursuance of that subsection to be relieved either in whole or in part from the liability sought to be enforced against him, withdraw the case in whole or in part from the jury and forthwith direct judgment to be entered for the defendant or defender on such terms as to costs or otherwise as the judge may think proper."

The following provisions would only apply in circumstances where the arbitration provisions of our articles of association would be invalid or inapplicable. While English law permits a shareholder to initiate a lawsuit on behalf of the company only in limited circumstances, the Companies Act permits a shareholder whose name is on the register of shareholders of the company to apply for a court order:

(i) when the company's affairs are being or have been conducted in a manner unfairly prejudicial to the interests of all or some shareholders, including the shareholder making the claim; or

(ii) when any act or omission of the company is or would be so prejudicial.

A court has wide discretion in granting relief, and may authorize civil proceedings to be brought in the name of the company by a shareholder on terms that the court directs. Except in these limited circumstances, English law does not generally permit class action lawsuits by shareholders on behalf of the company or on behalf of other shareholders.

**Item 21.** ***Exhibits and Financial Statement Schedules***

| | |
|---|---|
| 2.1 | Implementation Agreement, dated 18 May, 2005, by and among Royal Dutch Shell, Royal Dutch and Shell Transport (attached as Annex A to the prospectus) |
| 3.1 | Memorandum of Association of Royal Dutch Shell |
| 3.2 | Articles of Association of Royal Dutch Shell |
| 3.3 | Articles of Association of Royal Dutch (Commission File Nos. 1-3788 and 1-4039) (incorporated by reference to Exhibit 1.1 to the Form 20-F of Royal Dutch for the year ended December 31, 2002) filed on March 31, 2003. |
| 4.1 | Form of Class A Deposit Agreement among Royal Dutch Shell, JPMorgan Chase Bank, N.A., and Owners and Holders of Class A American Depositary Receipts |
| 4.2 | Form of Class A American Depositary Receipts representing Royal Dutch Shell Class A American Depositary Shares each evidencing the right to receive two Class A Shares of Royal Dutch Shell (included as Exhibit A to Exhibit 4.1 herein) |
| 5.1 | Opinion of Slaughter & May as to the legality of the Class A Shares |
| 8.1 | Opinion of Cravath, Swaine & Moore LLP regarding certain tax matters |
| 8.2 | Opinion of De Brauw Blackstone Westbroek N.V. regarding certain tax matters |
| 8.3 | Opinion of Slaughter and May regarding certain tax matters |
| 10.1 | Letter of Appointment for a Non-Executive Director (Mr. van den Bergh) |
| 10.2 | Letter of Appointment for a Non-Executive Director (Sir Peter Burt) |
| 10.3 | Letter of Appointment for a Non-Executive Director (Mr. Kok) |
| 10.4 | Letter of Appointment for a Non-Executive Director (Mr. Loudon) |
| 10.5 | Letter of Appointment for a Non-Executive Director (Mr. Ricciardi) |
| 10.6 | Letter of Appointment for a Non-Executive Director (Madame Morin-Postel) |
| 10.7 | Letter of Appointment for a Non-Executive Director (Mrs Henderson) |
| 10.8 | Letter of Appointment for a Non-Executive Director (Sir Peter Job) |
| 10.9 | Letter of Appointment for a Non-Executive Director (Lord Kerr of Kinlochard, GCMG) |
| 10.10 | Letter of Appointment for a Non-Executive Director (Mr. Jacobs) |
| 23.1 | Consent of Slaughter & May (included in Exhibit 5.1) |
| 23.2 | Consent of KPMG Audit Plc and PricewaterhouseCoopers LLP |
| 23.3 | Consent of KPMG Accountants N.V. |
| 23.4 | Consent of KPMG Accountants N.V. and PricewaterhouseCoopers LLP |
| 23.5 | Consent of PricewaterhouseCoopers LLP |
| 23.6 | Consent of KPMG Accountants N.V. and PricewaterhouseCoopers LLP |
| 23.7 | Consent of Cravath, Swaine & Moore LLP (included in Exhibit 8.1) |
| 23.8 | Consent of De Brauw Blackstone Westbroek N.V. (included in Exhibit 8.2) |
| 23.9 | Consent of Slaughter and May (included in Exhibit 8.3) |
| 23.10 | Consent of Davis Polk & Wardwell |
| 24.1 | Powers of Attorney (included as part of the signature pages) |
| 99.1 | Form of Letter of Transmittal |
| 99.2 | Form of Notice of Guaranteed Delivery |
| 99.3 | Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees |
| 99.4 | Form of Letter from Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees to clients |

| | |
|---|---|
| 99.5 | Form of Acceptance Form and Deed of Transfer of Royal Dutch Hague Registered Shares |
| 99.6 | Opinion of ABN AMRO Bank N.V., dated 27 October, 2004 (included as Annex B to the prospectus) |
| 99.7 | Opinion of ABN AMRO Bank N.V., dated 13 May, 2005 (included as Annex C to the prospectus) |
| 99.8 | Consent of ABN AMRO Bank N.V. |

**Item 22.** ***Undertakings***

The undersigned registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(b) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(d) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A of Form 20-F at the start of any delayed offering or throughout a continuous offering.

(e) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(f) That prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(g) That every prospectus (i) that is filed pursuant to paragraph (c) immediately preceding, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act of 1933 and is used in connection with an offering of securities subject to Rule 415, will be filed as part of an amendment to

the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(i) (i) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of Form F-4, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means; and (ii) to arrange or provide for a facility in the U.S. for the purpose of responding to such requests. The undertaking in subparagraph (i) above includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(j) To supply by means of a post-effective amendment all information concerning a transaction and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in London on May 18, 2005.

ROYAL DUTCH SHELL PLC

By: /s/ PETER VOSER

Name: Peter Voser
Title: Chief Financial Officer

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Peter Voser and Rob Routs, and each of them severally, his or her true and lawful attorney-in-fact and agent with full powers of substitution to sign on his or her behalf, individually and in any and all capacities, including the capacities stated below, any and all amendments (including post-effective amendments) to this Registration Statement and any subsequent registration statement filed pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all respective exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting to said attorney-in-fact and agent, full power and authority to perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

| Name | Title | Date |
|---|---|---|
| /s/ AAD JACOBS<br>Aad Jacobs | Chairman of the Board of Directors | 18 May 2005 |
| /s/ LORD KERR OF KINLOCHARD<br>Lord Kerr of Kinlochard | Deputy Chairman of the Board | 18 May 2005 |
| /s/ JEROEN VAN DER VEER<br>Jeroen van der Veer | Chief Executive | 18 May 2005 |
| /s/ PETER VOSER<br>Peter Voser | Chief Financial Officer<br>(Principal Financial Officer;<br>Principal Accounting Officer) | 18 May 2005 |
| /s/ MALCOLM BRINDED<br>Malcolm Brinded | Executive Director, Exploration and Production | 18 May 2005 |
| /s/ LINDA COOK<br>Linda Cook | Executive Director, Gas & Power | 18 May 2005 |
| /s/ ROB ROUTS<br>Rob Routs | Executive Director, Oil Products and Chemicals | 18 May 2005 |

| Name | Title | Date |
|---|---|---|
| /s/ MAARTEN VAN DEN BERGH<br>Maarten van den Bergh | Director | 18 May 2005 |
| /s/ SIR PETER BURT<br>Sir Peter Burt | Director | 18 May 2005 |
| /s/ MARY (NINA) HENDERSON<br>Mary (Nina) Henderson | Director | 18 May 2005 |
| <br>Sir Peter Job | Director | |
| /s/ WIM KOK<br>Wim Kok | Director | 18 May 2005 |
| /s/ JONKHEER AARNOUT LOUDON<br>Jonkheer Aarnout Loudon | Director | 18 May 2005 |
| /s/ CHRISTINE MORIN-POSTEL<br>Christine Morin-Postel | Director | 18 May 2005 |
| /s/ LAWRENCE RICCIARDI<br>Lawrence Ricciardi | Director | 18 May 2005 |

**SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE REGISTRANT**

Pursuant to the requirements of the Securities Act, the undersigned, a duly authorized representative of Royal Dutch Shell plc in the United States, has signed this registration statement in Delaware on May 18, 2005.

PUGLISI & ASSOCIATES

By: /s/ GREGORY F. LAVELLE

Name: Gregory F. Lavelle
Title: Managing Director

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## EXHIBIT INDEX

| Exhibit No. | Exhibit Description |
|---|---|
| 2.1 | Implementation Agreement, dated 18 May, 2005, by and among Royal Dutch Shell, Royal Dutch and Shell Transport (attached as Annex A to the prospectus) |
| 3.1 | Memorandum of Association of Royal Dutch Shell |
| 3.2 | Articles of Association of Royal Dutch Shell |
| 3.3 | Articles of Association of Royal Dutch and Shell Transport (Commission File Nos. 1-3788 and 1-4039) (incorporated by reference to Exhibit 1.1 to the Form 20-F of Royal Dutch for the year ended December 31, 2002) filed on March 31, 2003. |
| 4.1 | Form of Class A Deposit Agreement among Royal Dutch Shell, JPMorgan Chase Bank, N.A., and Owners and Holders of Class A American Depositary Receipts. |
| 4.2 | Form of Class A American Depositary Receipts representing Royal Dutch Shell American Depositary Shares each evidencing the right to receive two Class A Shares of Royal Dutch Shell (included as Exhibit A to Exhibit 4.1 herein) |
| 5.1 | Opinion of Slaughter & May as to the legality of the Class A Shares |
| 8.1 | Opinion of Cravath, Swaine & Moore LLP regarding certain tax matters |
| 8.2 | Opinion of De Brauw Blackstone Westbroek N.V. regarding certain tax matters |
| 8.3 | Opinion of Slaughter and May regarding certain tax matters |
| 10.1 | Letter of Appointment for a Non-Executive Director (Mr. van den Bergh) |
| 10.2 | Letter of Appointment for a Non-Executive Director (Sir Peter Burt) |
| 10.3 | Letter of Appointment for a Non-Executive Director (Mr. Kok) |
| 10.4 | Letter of Appointment for a Non-Executive Director (Mr. Loudon) |
| 10.5 | Letter of Appointment for a Non-Executive Director (Mr. Ricciardi) |
| 10.6 | Letter of Appointment for a Non-Executive Director (Madame Morin-Postel) |
| 10.7 | Letter of Appointment for a Non-Executive Director (Mrs Henderson) |
| 10.8 | Letter of Appointment for a Non-Executive Director (Sir Peter Job) |
| 10.9 | Letter of Appointment for a Non-Executive Director (Lord Kerr of Kinlochard, GCMG) |
| 10.10 | Letter of Appointment for a Non-Executive Director (Mr. Jacobs) |
| 23.1 | Consent of Slaughter & May (included in Exhibit 5.1) |
| 23.2 | Consent of KPMG Audit Plc and PricewaterhouseCoopers LLP |
| 23.3 | Consent of KPMG Accountants N.V. |
| 23.4 | Consent of KPMG Accountants N.V. and PricewaterhouseCoopers LLP |
| 23.5 | Consent of PricewaterhouseCoopers LLP |
| 23.6 | Consent of KPMG Accountants N.V. and PricewaterhouseCoopers LLP |
| 23.7 | Consent of Cravath, Swaine & Moore LLP (included in Exhibit 8.1) |
| 23.8 | Consent of De Brauw Blackstone Westbroek N.V. (included in Exhibit 8.2) |
| 23.9 | Consent of Slaughter and May (included in Exhibit 8.3) |
| 23.10 | Consent of Davis Polk & Wardwell |
| 24.1 | Powers of Attorney (included as part of the signature pages) |
| 99.1 | Form of Letter of Transmittal |
| 99.2 | Form of Notice of Guaranteed Delivery |
| 99.3 | Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees |
| 99.4 | Form of Letter from Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees to clients |

| Exhibit No. | Exhibit Description |
|---|---|
| 99.5 | Form of Acceptance Form and Deed of Transfer of Royal Dutch Hague Registered Shares |
| 99.6 | Opinion of ABN AMRO Bank N.V., dated October 27, 2004 (included as Annex B to the prospectus) |
| 99.7 | Opinion of ABN AMRO Bank N.V., dated May 13, 2005 (included as Annex C to the prospectus) |
| 99.8 | Consent of ABN AMRO Bank N.V. |

**Exhibit 3.1**

Registered No. 4366849

MEMORANDUM OF ASSOCIATION

OF

Royal Dutch Shell plc

**1. Name**

The name of the company is “Royal Dutch Shell plc”.

**2. Type of Company**

The company is to be a public company.

**3. Registered Office**

The company’s registered office is to be situated in England and Wales.

**4. Objects**

The objects for which the company is established are:-

(A) To carry on the business of a holding and investment company and of acquiring holding and disposing of shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities of any kind issued or guaranteed by any company, and debenture stock, bonds, notes, obligations and securities of any kind issued or guaranteed by a government, sovereign ruler, commissioner, public body or authority, supreme, municipal, local or otherwise, whether at home or abroad, and to leave money on deposit or otherwise with any bank of building society, local authority or any other party and to act as and to perform all the functions of a holding company.

(B) To carry on business as a general commercial company and to carry on any trade or business whatsoever.

(C) To acquire any estate or interest in and to take options over, construct, develop or exploit any property, real or personal, and rights of any kind and the whole or any part of the undertaking, assets and liabilities of any person and to act as a holding company.

(D) To provide services of all descriptions.

(E) To lend money and grant or provide credit and financial accommodation to any person and to deposit money with any person.

(F) To invest money of the company in any investments and to hold, sell or otherwise deal with investments or currencies or other financial assets.

(G) To enter into any arrangements with any government or authority or person and to obtain from any government or authority or person any legislation, orders, rights, privileges, franchises and concessions.

(H) To borrow and raise money and accept money on deposit 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.

(I) 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 at the relevant time 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.

(J) To amalgamate or enter into partnership or any profit-sharing arrangement with, or to co-operate or participate in any way with, or to take over or assume any obligation of, or to assist or subsidise any person.

(K) To sell, exchange, mortgage, charge, let, grant licences, easements, options 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 or for a share of profit or a royalty or other periodical or deferred payment.

(L) 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, and to give any remuneration or other compensation or reward for services rendered or to be

rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of, any securities of the company or in or about the formation of the company or the conduct or course of its business.

(M) To establish or promote, or concur or participate in establishing or promoting, any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to act as director of and as secretary, manager, registrar or transfer agent for any other company and to act as trustee of any kind and to undertake and execute any trust and any trust business (including the business of acting as trustee under wills and settlements and as executor and administrator).

(N) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the company, and to procure the registration or incorporation of the company in or under the laws of any place outside England.

(O) To the extent permitted by law, to give financial assistance for the purpose of the acquisition of shares of the company or any company which is at the relevant time the company's holding company or subsidiary or another subsidiary of any such holding company or for the purpose of reducing or discharging a liability incurred for the purpose of such an acquisition.

(P) To grant or procure the grant of donations, gratuities, pensions, annuities, allowances or other benefits, including benefits on death, to, or purchase and maintain any type of insurance for or for the benefit of, 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 of the 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 board of directors of the company considers have any moral claim on the company or to their relations, connections or dependants, and to establish or support any funds, trusts, insurances or schemes or any associations, institutions, clubs or schools, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons or the company or its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of such persons or the company or its members or for any national, charitable, benevolent, educational, social, public, political, general or useful object.

(Q) To cease carrying on or to wind up any business or activity of the company, and to cancel any registration of and to wind up or procure the dissolution of the company in any state or territory.

(R) To distribute any of the property of the company among its creditors and members or any class of either in cash, specie or kind.

(S) To do all or any of the above things or matters in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

(T) To carry on any other activity and do anything of any nature which in the opinion of the board of directors of the company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the company's undertaking property or assets or otherwise to advance the interests of the company or of its members.

(U) To do any other thing which in the opinion of the board of directors of the company is or may be incidental or conducive to the attainment of the above objects or any of them.

(V) In this clause **"company"**, except where used in reference to this company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere, **"person"** shall include any company as well as any other legal or natural person, **"securities"** shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, **"and"** and **"or"** shall mean **"and/or"** where the context so permits, **"other"** and **"otherwise"** shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the company or the nature of any trade or business carried on by the company, or by the fact that at any time the company is not carrying on any trade or business but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of those paragraphs defined the objects of a separate distinct and independent company.

**5. Liability of Members**

The liability of the members is limited.

**6. Share Capital**

The company's share capital is: (i) £50,000 divided into 30,000 sterling deferred shares of £1 each and 20,000 ordinary shares of £1 each; and (ii) €700,000,000 divided into 600,000 A ordinary shares of €0.07 each, 2,759,360,000 B ordinary shares of €0.07 each, 3,101,000,000 unclassified shares of €0.07 each and 4,139,040,000 euro deferred shares of €0.07 each, and the company shall have the power from time to time to divide the original or any increased capital into classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

**Exhibit 3.2**

# ARTICLES OF ASSOCIATION

**of**

**Royal Dutch Shell plc**

**(Articles adopted on 17 May 2005)**

## 1. Exclusion of Table A

The regulations in Table A of The Companies (Tables A to F) Regulations 1985 and any similar regulations in any other legislation relating to companies do not apply to the company.

## 2. Definitions

(A) The following table gives the meaning of certain words and expressions as they are used in these articles. However, the meaning given in the table does not apply if it is not consistent with the context in which a word or expression appears. At the end of these articles there is a Glossary which explains various words and expressions which appear in the text. The Glossary also explains some of the words and expressions used in the memorandum. The Glossary is not part of the memorandum or articles and does not affect their meaning.

| | |
|---|---|
| "address" | in relation to electronic communications, includes any number or address used for the purposes of such communications; |
| "affiliate" | means any undertaking within the meaning of section 259 of the Companies Act, which is not an associated company of the company, and (i) in which the company or any of its associated companies holds any shares (within the meaning of section 259 of the Companies Act); and (ii) of which a director or employee of the company or of any of its associated companies is a director (or holds an equivalent office) and in such capacity is a nominee of the company or any of its associated companies; |
| "alternate director" | has the meaning given in article 99; |
| "these articles" | means these articles of association, including any changes made to them, and the expression "this article" refers to a particular article in these articles of association; |

| | |
|---|---|
| “amount” (of a share) | this refers to the nominal amount of the share; |
| “associated company” | has the meaning given in the Companies Act; |
| “auditors” | means the auditor of the company and, where two or more persons are appointed to act jointly, any one of them; |
| “A shares” | means the A ordinary shares of €0.07 each in the capital of the company; |
| “B shares” | means the B ordinary shares of €0.07 each in the capital of the company; |
| “certificated share” | means a share which is not a CREST share and is normally held in certificated form; |
| “chairman” | means the chairman of the board of directors; |
| “clear days” | in relation to the period of a notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect; |
| “Companies Act” | means the Companies Act 1985; |
| “CREST” | means the electronic settlement system for securities traded on a recognised investment exchange and owned by CRESTCo Limited, or any similar system; |
| “CREST share” | means a share which is noted on the register as being held through CREST in uncertificated form; |
| “deputy chairman” | has the meaning given in article 117; |
| “directors” | means the executive and non-executive directors of the company who make up its board of directors (and “director” means any one of them) or the directors present at a meeting of the directors at which a quorum is present; |
| “dividend access trustee” | means the trustee of any trust established for the purpose of receiving, on behalf of holders of B shares, amounts paid by way of dividend to such trust by a subsidiary of the company; |

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|---|---|
| “electronic signature” | means anything in electronic form which the directors require to be included with an electronic communication to establish the authenticity or integrity of the communication; |
| “Euroclear Nederland” | means the Dutch depositary and settlement institute defined as the “Central Institute” under the provisions of the Securities Giro Act (*“Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.”*), or such other central institute in The Netherlands from time to time; |
| “euro deferred shares” | means the non-voting euro deferred shares of €0.07 each in the capital of the company; |
| “headquarters” | means the headquarters of the company established in accordance with article 87; |
| “holder” | in relation to any shares means the person whose name is entered in the register as the holder of those shares; |
| “legislation” | means every statute (and any orders, regulations or other subordinate legislation made under it) applying to the company; |
| “Listing Rules” | means the rules which are made from time to time by the relevant competent authority for the purposes of the regulation of the listing of the company’s securities on the official list; |
| “market value” | means, in relation to a listed security, the middle market quotation for that security as derived from the Daily Official List of the London Stock Exchange plc or any other publication of a recognised investment exchange showing quotations for listed securities as agreed with the UK Listing Authority for the relevant date, or such other value as the directors may decide; |
| “office” | means the company’s registered office; |
| “official list” | means the official list of the Financial Services Authority acting in its capacity as the UK Listing Authority; |
| “ordinary shareholder” | means a holder of ordinary shares; |
| “ordinary shares” | means the A shares and the B shares; |

| | |
|---|---|
| “paid up” | means paid up or treated (credited) as paid up; |
| “pay” | includes any kind of reward or payment for services; |
| “personal representative” | means a personal representative under English law or a person in any jurisdiction outside England who proves to the satisfaction of the company that he holds a position equivalent to that of a personal representative in that other jurisdiction; |
| “principal meeting place” | has the meaning given in article 55(B); |
| “register” | means the company’s register of shareholders and, at any time when the company has shares in issue which are CREST shares, means the Operator register of members (maintained by CREST) and the issuer register of members (maintained by the company); |
| “seal” | means any common or official seal that the company may be permitted to have under the legislation; |
| “secretary” | means the secretary, or (if there are joint secretaries) any one of the joint secretaries, of the company and includes an assistant or deputy secretary and any person appointed by the directors to perform any of the duties of the secretary; |
| “Securities Giro Act” | means the Dutch Securities Giro Act (“*Wet giraal effectenverkeer*”); |
| “shareholder” | means a holder of the company’s shares; |
| “sterling deferred shares” | means the non-voting sterling deferred shares of £1 each in the capital of the company having the rights set out in article 6; |
| “Uncertificated Securities Regulations” | means The Uncertificated Securities Regulations 2001; |
| “United Kingdom” | means Great Britain and Northern Ireland; and |
| “working day” | means a day (other than a Saturday, Sunday or public holiday) when banks are open for business in the City of London (other than for trading and settlement solely in euro) and in The Hague. |

(B) References in these articles to a document being “signed” or to “signature” include references to it being executed under hand or under seal or by any other method and, in the case of an electronic communication, such references are to it bearing an electronic signature.

(C) References in these articles to “writing” and to any form of “written” communication include references to any method of representing or reproducing words in a legible and non-transitory form including by way of electronic communications where specifically provided in a particular article or where permitted by the directors in their absolute discretion.

(D) Any words or expressions defined in the legislation in force when these articles or any part of these articles are adopted will (if not inconsistent with the subject or context in which they appear) have the same meaning in these articles or that part save the word “company” includes any body corporate.

(E) References to a meeting will not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.

(F) Headings in these articles are only included for convenience. They do not affect the meaning of these articles.

(G) Where these articles refer to a person who is entitled to a share by law, this means a person who has been noted in the register as being entitled to a share as a result of the death or bankruptcy of a shareholder or some other event which gives rise to the transmission of the share by operation of law.

(H) A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

(I) Use of any gender includes the other genders.

**3. Form of Resolution**

(A) Where anything can be done by passing an ordinary resolution, this can also be done by passing a special resolution or an extraordinary resolution. Where anything can be done by passing an extraordinary resolution, this can also be done by passing a special resolution.

(B) Subject to the legislation, a resolution in writing signed by or on behalf of each shareholder who would have been entitled to vote on it at a general meeting will be as effective as a resolution passed at a general meeting which is properly called and held. The resolution can be passed using several copies of the resolution if each copy is signed by or on behalf of one or more shareholders. In this paragraph references to “in writing” include the use of electronic communications subject to any terms and conditions decided on by the directors.

**4. Rights of the A Shares and the B Shares**

The A shares and the B shares will be separate classes of shares but will rank *pari passu* in all respects except as set out in these articles.

**5. Dividend Access Arrangements relating to the B Shares**

(A) Where any amount paid by way of dividend by a subsidiary of the company is received by the dividend access trustee on behalf of any holder of B shares and paid by the dividend access trustee to such holder of B shares, the entitlement of such holder of B shares to be paid any dividend declared pursuant to these articles will be reduced by the corresponding amount that has been paid by the dividend access trustee to such holder of B shares.

(B) Without altering the continuing effect of article 5(A), if a dividend is declared pursuant to these articles and the entitlement of any holder of B shares to be paid its pro rata share of such dividend is not fully extinguished on the relevant payment date by virtue of a payment made by the dividend access trustee, the company has a full and unconditional obligation to make payment in respect of the outstanding part of such dividend entitlement immediately.

(C) Where amounts are paid by the dividend access trustee in one currency and a dividend is declared by the company in another currency, the amounts so paid by the dividend access trustee will, for the purposes of the comparison required by articles 5(A) and 5(B) above, be converted into the currency in which the company has declared the dividend at such rate as the directors shall consider appropriate.

(D) For the purposes of articles 5(A) and 5(B), the amount that the dividend access trustee has paid to any holder of B shares in respect of any particular dividend paid by a subsidiary of the company (a "specified dividend") will be deemed to include:

(i) any amount that the dividend access trustee may be compelled by law to withhold;

(ii) a pro rata share of any tax that the company paying the specified dividend is obliged to withhold or to deduct from the same; and

(iii) a pro rata share of any tax that is payable by the dividend access trustee in respect of the specified dividend.

(E) The arrangements outlined in articles 5(A) to (D) above are terminable by the board of directors of the company at any time and upon any such termination occurring, the B shares will form one uniform class with the A shares ranking *pari passu* in all respects and the A shares and the B shares will thereafter be known as ordinary shares without further distinction.

(F) For the purposes of this article 5, the dividend access trustee is to be treated as having paid an amount to a holder of B shares if a cheque, warrant or similar financial instrument in respect of that amount is properly despatched to that holder of B shares or if a payment is made through CREST, bank transfer or other electronic means.

**6. Rights of the Sterling Deferred Shares**

The sterling deferred shares have the following rights and restrictions:

(A) on a distribution of assets of the company among its shareholders on a winding up, the holders of the sterling deferred shares will be entitled (such entitlement ranking after the rights of holders of euro deferred shares and in priority to the rights of holders of ordinary shares) to receive an amount equal to the aggregate of the capital paid up or credited as paid up on each sterling deferred share;

(B) save as provided in article 6(A), the holders of the sterling deferred shares will not be entitled to any participation in the profits or assets of the company;

(C) the holders of sterling deferred shares will not be entitled to receive notice of or to attend and/or speak or vote (whether on a show of hands or on a poll) at general meetings of the company;

(D) the written consent of the holders of three-quarters in nominal value of the issued sterling deferred shares or the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the sterling deferred shares is required if the special rights and privileges attaching to the sterling deferred shares are to be abrogated, or adversely varied or otherwise directly adversely affected in any way. The creation, allotment or issue of shares or securities which rank in priority to or equally with the sterling deferred shares (or of any right to call for the allotment or issue of such shares or securities) is for these purposes deemed not to be an abrogation or variation or to have an effect on the rights and privileges attaching to sterling deferred shares;

(E) all provisions of the articles relating to general meetings of the company will apply, with necessary modifications, to every general meeting of the holders of the sterling deferred shares;

(F) subject to the Companies Act, the company will have the right at any time to redeem any such sterling deferred share (provided that it is credited as fully paid) at a price not exceeding £1 for all the sterling deferred shares redeemed at any one time (to be paid on such date as the board shall select as the date of redemption to such one of the holders (if more than one) as may be selected by lot) without the requirement to give notice to the holder(s) of the sterling deferred shares;

(G) if any holder of a sterling deferred share to be redeemed fails or refuses to surrender the share certificate(s) or indemnity for such sterling deferred share or if the holder selected by lot to receive the redemption monies fails or refuses to accept the redemption monies payable in respect of it:

(i) such sterling deferred share will, notwithstanding the foregoing, be redeemed and cancelled by the company; and

(ii) in the event of a failure or refusal to accept the redemption monies, the company will retain such money and hold it on trust for the selected holder without interest,

and the company will have no further obligation whatsoever to the holder of such sterling deferred share;

(H) no sterling deferred share will be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of shares made for the purposes of the redemption or out of capital to the extent permitted by the Companies Act; and

(I) no sterling deferred share redeemed by the company will be capable of re-issue and on redemption of any sterling deferred share the directors may convert the authorised share capital created as a consequence of such redemption into shares of any other class of share capital into which the authorised share capital of the company is or may at that time be divided of a like nominal amount (as nearly as may be) as the shares of such class then in issue or into unclassified shares of the same.

**7. Rights of the Euro Deferred Shares**

The euro deferred shares have the following rights and restrictions:

(A) on a distribution of assets of the company among its shareholders on a winding up, the holders of the euro deferred shares will be entitled (such entitlement ranking in priority to the rights of holders of ordinary shares and sterling deferred shares) to receive an amount equal to the aggregate of the capital paid up or credited as paid up on each euro deferred share;

(B) the holders of euro deferred shares will be entitled (such entitlement ranking in priority to the rights of ordinary shares and sterling deferred shares) in each financial year of the company to receive out of the profits of the company available for distribution and resolved under the articles to be distributed, a non-cumulative preferential cash dividend of one per cent. of the nominal value of their euro deferred shares;

(C) save as provided in articles 7(A) and 7(B) above, the holders of the euro deferred shares will not be entitled to any participation in the profits or assets of the company;

(D) the holders of euro deferred shares will not be entitled to receive notice of or to attend and/or speak or vote (whether on a show of hands or on a poll) at general meetings of the company or at any meeting of any class of shareholders of the company;

(E) subject to the Companies Act, the company will have the right at any time to redeem all or any of the euro deferred shares (provided such euro deferred shares are credited as fully paid) at a price not exceeding €0.01 for all the euro deferred shares redeemed at any one time (to be paid on such date as the board shall select as the date of redemption to such one of the holders (if more than one) as may be selected by lot or to such person as the selected holder may direct) without the requirement to give notice to the holder(s) of the euro deferred shares;

(F) if any holder of a euro deferred share to be redeemed fails or refuses to surrender the share certificate(s) or indemnity for such euro deferred share or if the holder selected by lot to receive the redemption monies fails or refuses to accept the redemption monies payable in respect of it:

(i) such euro deferred share will, notwithstanding the foregoing, be redeemed and cancelled by the company; and

(ii) in the event of a failure or refusal to accept the redemption monies, the company will retain such money and hold it on trust for the selected holder without interest,

and the company will have no further obligation whatsoever to the holder of such euro deferred share.

(G) no euro deferred share will be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of shares made for the purposes of the redemption or out of capital to the extent permitted by the Companies Act; and

(H) no euro deferred share redeemed by the company will be capable of re-issue and on redemption of any euro deferred share the directors may convert the authorised share capital created as a consequence of such redemption into shares of any other class of share capital into which the authorised share capital of the company is or may at that time be divided of a like nominal amount (as nearly as may be) as the shares of such class then in issue or into unclassified shares of the same.

**8. Rights Attached to Shares**

Subject to the legislation, the company can issue shares with any rights or restrictions attached to them as long as this is not restricted by any rights attached to existing shares. These rights or restrictions can be decided either by an ordinary resolution passed by the shareholders or by the directors as long as there is no conflict with any resolution passed by the shareholders. Any sterling ordinary shares of £1 each will rank pari passu in all respects with the A shares.

**9. Redeemable Shares**

Subject to the legislation and to any rights attached to existing shares, the company can issue shares which can be redeemed. This can include shares which can be redeemed if the holders want to do so, as well as shares which the company can insist on redeeming.

**10. Purchase of Own Shares**

Subject to the legislation and any rights attached to existing shares, the company can purchase or contract to purchase any of its shares (including redeemable shares). The directors are not required to select the shares to purchase in any particular manner.

**11. Variation of Rights**

(A) Subject to article 11(B), if the legislation allows this, the rights attached to any class of shares can be changed if this is approved either in writing by shareholders holding at least three quarters of the issued shares of that class by amount (excluding any shares of that class held as treasury shares) or by an extraordinary resolution passed at a separate meeting of the holders of the relevant class of shares. This is called a “class meeting”.

(B) Notwithstanding article 11(A), the rights (including the redemption rights) attached to the euro deferred shares can be changed if this is approved either in writing by shareholders holding at least three-quarters of the issued sterling deferred shares by amount (excluding any sterling deferred shares held as treasury shares) or by an extraordinary resolution passed at a class meeting of the holders of sterling deferred shares and, for the avoidance of doubt, any change to the rights attached to the euro deferred shares so approved shall not require the approval of the holders of the euro deferred shares.

(C) All the articles relating to general meetings will apply to any class meeting, with any necessary changes. The following changes will also apply:

(i) a quorum will be present if at least one shareholder who is entitled to vote is present in person or by proxy who owns at least one-third in amount of the issued shares of the relevant class (excluding any shares of that class held as treasury shares);

(ii) any shareholder who is present in person or by proxy and entitled to vote can demand a poll;

(iii) on a poll every shareholder who is present in person or by proxy and entitled to vote is entitled to one vote for every share he has of the class (but this is subject to any special rights or restrictions which are attached to any class of shares); and

(iv) at an adjourned meeting, one person entitled to vote and who holds shares of the class, or his proxy, will be a quorum.

(D) The provisions of this article 11 will apply to any change of rights of shares forming part of a class. Each part of the class which is being treated differently is treated as a separate class in applying this article.

**12. Pari Passu Issues**

If new shares are created or issued which rank equally with any other existing shares, the rights of the existing shares will not be regarded as changed or abrogated unless the terms of the existing shares expressly say otherwise.

**13. Unissued Shares**

The directors can decide how to deal with any shares which have not been issued. They can, for instance, offer the shares for sale, grant options to acquire them, allot them or dispose of the shares in any other way. The directors are free to decide who they deal with, when they deal with the shares and the terms on which they deal with the shares. However, in making their decision they must take account of:

(i) the provisions of the legislation relating to authority, pre-emption rights and other matters;

(ii) the provisions of these articles;

(iii) any resolution passed by the shareholders; and

(iv) any rights attached to existing shares.

**14. Payment of Commission**

In connection with any share issue, the company can use all the powers given by the legislation to pay commission or brokerage. Subject to the legislation, the company can pay the commission in cash or by allotting shares or by a combination of both.

**15. Trusts Not Recognised**

The company will only be affected by, or recognise, a current and absolute right to whole shares. The fact that any share, or any part of a share, may not be owned outright by the registered owner (for example, where a share is held by one person as a nominee or otherwise as a trustee for another person) is not of any concern to the company. This applies even if the company knows about the ownership of the share. The only exceptions to this are where the rights of the kind described are expressly given by these articles or are of a kind which the company has a legal duty to recognise.

**16. Suspension of Rights Where Non-Disclosure of Interest**

(A) The company can under the Companies Act send out notices to those it knows or has reasonable cause to believe have an interest in its shares. In the notice, the company will ask for details of those who have an interest and the extent of their interest in a particular holding of shares. In these articles this notice is referred to as a “statutory notice” and the holding of shares is referred to as the “identified shares”.

(B) When a person receives a statutory notice, he has 14 days to comply with it. If he does not do so or if he makes a statement in response to the notice which is false or inadequate in some important way, the company can decide to restrict the rights relating to the identified shares and send out a further notice to the holder, known as a restriction notice. The restriction notice will take effect when it is delivered. The restriction notice will state that the identified shares no longer give the shareholder any right to attend or vote either personally or by proxy at a shareholders’ meeting or to exercise any other right in relation to shareholders’ meetings.

(C) Where the identified shares make up 0.25 per cent. or more (in amount or in number) of the existing shares of a class (calculated exclusive of any shares of that class held as treasury shares) at the date of delivery of the restriction notice, the restriction notice can also contain the following further restrictions:

(i) the directors can withhold any dividend or part of a dividend (including scrip dividend) or other money which would otherwise be payable in respect of the identified shares without any liability to pay interest when such money is finally paid to the shareholder; and

(ii) the directors can refuse to register a transfer of any of the identified shares which are certificated shares unless the directors are satisfied that they have been sold outright to an independent third party. The independent third party must not be connected with the shareholder or with any person appearing to be interested in the shares. Any sale through a recognised investment exchange or any other stock exchange outside the United Kingdom or by way of acceptance of a takeover offer will be treated as an outright sale to an independent third party. For this purpose, any associate (as that term is defined in section 435 of the Insolvency Act 1986) is included in the class of persons who are connected with the shareholder or any person appearing to be interested in the shares.

(D) Once a restriction notice has been given, the directors are free to cancel it or exclude any shares from it at any time they think fit. In addition, they must cancel the restriction notice within seven days of being satisfied that all information requested in the statutory notice has been given. Also, where any of the identified shares are sold and the directors are satisfied that they were sold outright to an independent third party, they must cancel the restriction notice within seven days of receipt of notification of the sale.

(E) The restriction notice will apply to any further shares issued in right of the identified shares. The directors can also make the restrictions in the restriction notice apply to any right to an allotment of further shares associated with the identified shares.

(F) If a shareholder receives a restriction notice, he can ask the company for a written explanation of why the notice was given, or why it has not been cancelled. The company must respond within 14 days of receiving the request.

(G) If the company gives a statutory notice to a person it has reasonable cause to believe has an interest in any of its shares, it will also give a copy at the same time to the person who holds the shares. If the company does not do so or the holder does not receive the copy, this will not invalidate the statutory notice.

(H) This article does not restrict in any way the provisions of the Companies Act which apply to failures to comply with notices under section 212 of the Companies Act.

**17. Uncertificated Shares**

(A) Under the Uncertificated Securities Regulations, the directors can allow the ownership of shares to be evidenced without share certificates and for these shares to be transferred through CREST. The directors can select and make arrangements for any

class of shares to participate in CREST in this way, provided that the shares of the class are identical in all respects.

As long as the directors comply with the Uncertificated Securities Regulations and the rules of CREST, they can also withdraw a class of shares from being transferred through CREST and from allowing ownership of them to be evidenced without share certificates.

CREST shares do not form a class of shares separate from certificated shares with the same rights.

(B) If the company has any shares in issue which are CREST shares, these articles apply to those shares, but only as far as they are consistent with:

(i) holding shares in an uncertificated form;

(ii) transferring shares through CREST; or

(iii) any provision of the Uncertificated Securities Regulations,

and, without affecting the general nature of this article, no provision of these articles applies so far as it is inconsistent with the maintenance, keeping or entering up by the Operator, so long as that is permitted or required by the Uncertificated Securities Regulations, of an Operator register of securities in respect of CREST shares.

(C) CREST shares can be changed to become certificated shares and certificated shares can be changed to become CREST shares, provided the requirements of the Uncertificated Securities Regulations and the rules of CREST are met.

(D) Unless the Uncertificated Securities Regulations or the rules of CREST otherwise require or the directors otherwise determine, shares which are issued or created from or in respect of CREST shares will be CREST shares and shares which are issued or created from or in respect of certificated shares will be certificated shares.

(E) The company can assume that entries on any record of securities kept by it as required by the Uncertificated Securities Regulations and regularly reconciled with the relevant Operator register of securities are a complete and accurate reproduction of the particulars entered in the Operator register of securities and therefore will not be liable in respect of anything done or not done by or on its behalf in reliance on such assumption; in particular, any provision of these articles which requires or envisages action to be taken in reliance on information contained in the register will be taken to allow that action to be taken in reliance on information contained in any relevant record of securities (as so maintained and reconciled).

**18. Right to Share Certificates**

(A) When a shareholder is first registered as the holder of any class of certificated shares, he is entitled, free of charge, to one certificate for all of the certificated shares of that class which he holds. If a shareholder holds certificated shares of more than one class,

he is entitled to a separate share certificate for each class. This does not apply if the legislation allows the company not to issue share certificates.

(B) If a shareholder receives more certificated shares of any class, he is entitled, without charge, to a certificate for the extra shares.

(C) If a shareholder transfers some of the shares represented by a share certificate, he is entitled, free of charge, to a new certificate for the balance to the extent the balance is to be held in certificated form.

(D) Where a certificated share is held jointly, the company does not have to issue more than one certificate for that share. When the company delivers a share certificate to one joint shareholder, this is treated as delivery to all of the joint shareholders.

(E) The time limit for the company to provide a share certificate under this article is as prescribed by the legislation or, if this is earlier, within any prescribed time limit or within a time specified when the shares were issued.

**19. Replacement of Share Certificates**

(A) If a shareholder has two or more share certificates for shares of the same class, he can ask the company for these to be cancelled and replaced by a single new certificate. The company must comply with this request.

(B) A shareholder can ask the company to cancel and replace a single share certificate with two or more certificates for the same total number of shares. The company may, at its discretion, comply with this request.

(C) A shareholder can ask the company for a new certificate if the original is:

(i) damaged or defaced; or

(ii) said to be lost, stolen or destroyed.

(D) If a certificate has been damaged or defaced, the company can require the certificate to be returned to it before issuing a replacement. If a certificate is said to be lost, stolen or destroyed, the company can require satisfactory evidence of this and insist on receiving an indemnity before issuing a replacement.

(E) The directors can require the shareholder to pay the company's exceptional out-of-pocket expenses incurred in connection with the issue of any certificates under this article.

(F) Any one joint shareholder can request replacement certificates under this article.

**20. Execution of Share Certificates**

Share certificates must be sealed or made effective in such other way as the directors decide, having regard to, among other things, the terms of issue and the Listing Rules. The directors can resolve that signatures on any share certificates can be applied to the

certificates by mechanical or other means or can be printed on them or that signatures are not required. A share certificate must state the number and class of shares to which it relates and the amount paid up on those shares.

**21. Company's Lien on Shares Not Fully Paid**

The company has a lien on all partly paid shares. This lien has priority over claims of others to the shares. The lien is for any money owed to the company for the shares. The directors can decide to give up any lien which has arisen and can also decide to suspend any lien which would otherwise apply to particular shares.

**22. Enforcing Lien by Sale**

If a shareholder fails to pay the company any amount due on his partly paid shares, the directors can enforce the company's lien by selling all or any of them in any way they decide. The directors cannot, however, sell the shares until all the following conditions are met:

(i) the money owed by the shareholder must be payable immediately;

(ii) the directors must have given notice to the shareholder. The notice must state the amount of money due, it must demand payment of this sum and state that the shareholder's shares may be sold if the money is not paid;

(iii) the notice must have been served on the shareholder or on any person who is entitled to the shares by law and can be served in any way that the directors decide; and

(iv) the money has not been paid by at least 14 clear days after the notice has been served.

The directors can authorise any person to sign a document transferring the shares. Any such transferee will not be bound to ensure that his purchase moneys are transferred to the person whose shares have been sold, nor will his ownership of the shares be affected by any irregularity or invalidity in relation to the sale to him.

**23. Application of Proceeds of Sale**

If the directors sell any shares on which the company has a lien, the proceeds will first be used to pay the company's expenses associated with the sale. The remaining money will be used to pay off the amount which is then payable on the shares and any balance will be passed to the former shareholder or to any person who would otherwise be entitled to the shares by law. The company's lien will also apply to any such balance to cover any money still due to the company in respect of the shares which is not immediately payable. The company has the same rights over the money as it had over the shares immediately before they were sold. The company need not pay over anything until, if the shares are certificated, the certificate representing the shares sold has been delivered to the company for cancellation.

**24. Calls**

The directors can call on shareholders to pay any money which has not yet been paid to the company for their shares. This includes the nominal value of the shares and any premium which may be payable on those shares. The directors can also make calls on persons who are entitled to shares by law. If the terms of issue of the shares allow this, the directors can do any one or more of the following:

(i) make calls at any time and as often as they think fit;

(ii) decide when and where the money is to be paid;

(iii) decide that the money may be paid by instalments; and

(iv) revoke or postpone any call.

A shareholder who has received at least 14 clear days' notice giving details of the amount called and of the time and place for payment, must pay the call as required by the notice. A person remains liable jointly and severally with the successors in title to his shares to pay calls even after he has transferred the shares to which they relate.

**25. Timing of Calls**

A call is treated as having been made as soon as the directors have passed a resolution authorising it.

**26. Liability of Joint Holders**

Joint shareholders are jointly and severally liable to pay any calls in respect of their shares. This means that any of them can be sued for all the money due on the shares or they can be sued together.

**27. Interest Due on Non-Payment**

Where a call is made and the money due remains unpaid, the shareholder will be liable to pay interest on the amount unpaid from the day it is due until it has actually been paid. The directors will decide on the annual rate of interest, which must not exceed 15 per cent. per annum. The shareholder will also be liable to pay all expenses incurred by the company as a result of the non-payment of the call. The directors can decide to forgo payment of any or all of such interest or expenses.

**28. Sums Due on Allotment Treated as Calls**

If the terms of a share require any money to be paid at the time of allotment, or at any other fixed date, the money due will be treated in the same way as a valid call for money on shares which is due on the same date. If this money is not paid, everything in these articles relating to non-payment of calls applies. This includes articles which allow the company to forfeit or sell shares and to claim interest.

**29. Power to Differentiate**

On or before an issue of shares, the directors can decide that shareholders can be called on to pay different amounts or that they can be called on at different times.

**30. Payment of Calls in Advance**

The directors can accept payment in advance of some or all of the money from a shareholder before he is called on to pay that money. The directors can agree to pay interest on money paid in advance until it would otherwise be due to the company. The rate of interest will be decided by the directors, but must not exceed 15 per cent. per annum unless the company passes an ordinary resolution to allow a higher rate.

**31. Notice if Call or Instalment Not Paid**

If a shareholder fails to pay a call or an instalment of a call when due, the directors can send the shareholder a notice requiring payment of the unpaid amount, together with any interest accrued and any expenses incurred by the company as a result of the failure to pay.

**32. Form of Notice**

The notice must:

(i) demand payment of the amount immediately payable, plus any interest and expenses;

(ii) give the date by when the total amount due must be paid. This must be at least 14 clear days after the date of the notice;

(iii) say where the payment must be made; and

(iv) say that if the full amount demanded is not paid by the time and at the place stated, the company can forfeit the shares on which the call or instalment is outstanding.

**33. Forfeiture for Non-Compliance with Notice**

If the notice is not complied with, the shares it relates to can be forfeited at any time while any amount is still outstanding. This is done by the directors passing a resolution stating that the shares have been forfeited. The forfeiture will extend to all dividends and other sums payable in respect of the forfeited shares which have not been paid before the forfeiture. The directors can accept the surrender of any share which would otherwise be forfeited. Where they do so, references in these articles to forfeiture include surrender.

**34. Notice after Forfeiture**

After a share has been forfeited, the company will notify the person whose share has been forfeited. However, the share will still be forfeited even if such notice is not given.

**35. Sale of Forfeited Shares**

(A) A forfeited share becomes the property of the company and the directors can sell or dispose of it on any terms and in any way that they decide. This can be with, or without, a credit for any amount previously paid up for the share. It can be sold or disposed of to any person, including the previous shareholder or the person who was previously entitled to the share by law. The directors can, if necessary, authorise any person to transfer a forfeited share.

(B) After a share has been forfeited, the directors can cancel the forfeiture, but only before the share has been sold or disposed of. This cancellation of forfeiture can be on any terms the directors decide.

**36. Arrears to be Paid Notwithstanding Forfeiture**

When a person's shares have been forfeited, he will lose all rights as shareholder in respect of those forfeited shares. He must return any share certificate for the forfeited shares to the company for cancellation. However, he will remain liable to pay calls which have been made, but not paid, before the shares were forfeited. The shareholder also continues to be liable for all claims and demands which the company could have made relating to the forfeited share. He must pay interest on any unpaid amount until it is paid. The directors can fix the rate of interest, but it must not be more than 15 per cent. a year. He is not entitled to any credit for the value of the share when it was forfeited or for any consideration received on its disposal unless the directors decide to allow credit for all or any of that value.

**37. Statutory Declaration as to Forfeiture**

(A) A director or the secretary can make a statutory declaration declaring:

(i) that he is a director or the secretary of the company;

(ii) that a share has been properly forfeited under the articles; and

(iii) when the share was forfeited.

The declaration will be evidence of these facts which cannot be disputed.

(B) If such a declaration is delivered to a new holder of a share along with a completed transfer form (if one is required), this gives the buyer good title. The new shareholder does not need to take any steps to see how any money paid for the share is used. His ownership of the share will not be affected if the steps taken to forfeit, sell or dispose of the share were invalid or irregular, or if anything that should have been done was not done.

**38. Transfer**

(A) Certificated shares

Unless these articles say otherwise, any shareholder can transfer some or all of his certificated shares to another person. A transfer of certificated shares must be made in writing and either in the usual standard form or in any other form approved by the directors.

(B) CREST shares

Unless these articles say otherwise, any shareholder can transfer some or all of his CREST shares to another person. A transfer of CREST shares must be made through CREST and must comply with the Uncertificated Securities Regulations and the rules of CREST.

(C) Entry on register

The person making a transfer will continue to be treated as a shareholder until the name of the person to whom the share is being transferred is put on the register for that share.

**39. Execution of Transfer**

(A) A share transfer form for certificated shares must be signed or made effective in some other way by, or on behalf of, the person making the transfer.

(B) In the case of a transfer of a certificated share, where the share is not fully paid, the share transfer form must also be signed or made effective in some other way by, or on behalf of, the person to whom the share is being transferred.

(C) If the company registers a transfer of a certificated share, it can keep the transfer form.

**40. Rights to Decline Registration of Partly Paid Shares**

The directors can, without giving any reason, refuse to register the transfer of any shares which are not fully paid.

**41. Other Rights to Decline Registration**

(A) Certificated shares

(i) A share transfer form cannot be used to transfer more than one class of shares. Each class needs a separate form.

(ii) Transfers cannot be in favour of more than four joint holders.

(iii) The share transfer form must be properly stamped to show payment of any applicable stamp duty or certified or otherwise shown to the satisfaction of the directors to be exempt from stamp duty and must be delivered to the office, or any other place decided on by the directors. The transfer form must be accompanied by the share certificate relating to the shares being transferred, unless the transfer is being made by a person to whom the company was not required to, and did not send, a certificate. The directors can also ask (acting

reasonably) for any other evidence to show that the person wishing to transfer the share is entitled to do so and, if the share transfer form is signed by another person on behalf of the person making the transfer, evidence of the authority of that person to do so.

(B) CREST shares

(i) Registration of a transfer of CREST shares can be refused in the circumstances set out in the Uncertificated Securities Regulations.

(ii) Transfers cannot be in favour of more than four joint holders.

(C) Renunciations

Where a share has not yet been entered on the register, the directors can recognise a renunciation by that person of his right to the share in favour of some other person. Such renunciation will be treated as a transfer and the directors have the same powers of refusing to give effect to such a renunciation as if it were a transfer.

**42. No Fee for Registration**

No fee is payable to the company for transferring shares or registering changes relating to the ownership of shares.

**43. Untraced Shareholders**

(A) If on two consecutive occasions notices have been sent through the post to any shareholder at his registered address or his address for the service of notices but have been returned undelivered, that shareholder will not be entitled to receive any further notices from the company until he has delivered to the company at the office written confirmation of a new registered address or address for the service of notices which, subject to any applicable requirements of the Listing Rules, is within the United Kingdom or The Netherlands.

(B) The company can sell any certificated shares at the best price reasonably obtainable at the time of the sale if:

(i) during the 12 years before the earliest of the notices referred to in (ii) below, the shares have been in issue, at least three cash dividends have become payable on the shares and no dividend has been cashed during that period;

(ii) after the 12 year period, the company has published a notice, stating that it intends to sell the shares. The notice must have appeared in a national newspaper and in a local newspaper in each case circulating in the country and area, respectively, of the postal address held by the company for serving notices relating to those shares; and

(iii) during the 12 year period and for three months after the last of the notices referred to in (ii) above appear, the company has not heard from the shareholder or any person entitled to the shares by law.

(C) To sell any shares in this way, the directors can appoint anyone to transfer the shares. This transfer will be just as effective as if it had been signed by the holder, or by a person who is entitled to the shares by law. The person to whom the shares are transferred will not be bound to concern himself as to what is done with the purchase moneys nor will his ownership be affected even if the sale is irregular or invalid in any way.

(D) The proceeds of sale will belong to the company, but it must pay an amount equal to the sale proceeds less the costs of the sale to the shareholder who could not be traced, or to the person who is entitled to his shares by law, if that shareholder, or person, asks for it.

(E) After the sale, the company must record the name of the shareholder, or (if known) the person who would have been entitled to the shares by law, as a creditor for the money in its accounts. The company will not be a trustee of the money and will not be liable to pay interest on it. The company can use the money, and any money earned by using the money, for its business or in any other way that the directors decide.

**44. Transmission on Death**

(A) When a sole shareholder or a shareholder who is the last survivor of joint shareholders dies, his personal representatives will be the only persons who will be recognised as being entitled to his shares.

(B) If a joint shareholder dies, the surviving joint shareholder or shareholders will be the only persons who will be recognised as being entitled to his shares.

(C) However, this article does not discharge the estate of any shareholder from any liability.

**45. Entry of Transmission in Register**

A person who becomes entitled to a share as a result of the death or bankruptcy of a shareholder or some other event which gives rise to the transmission of the share by operation of law must provide any evidence of his entitlement which is reasonably required. In the case of certificated shares, the directors must note this entitlement in the register within two months of receiving such evidence.

**46. Election of Person Entitled by Transmission**

(A) Subject to these articles, a person who becomes entitled to a share by law can either be registered as the shareholder or choose another person to become the shareholder.

(B) If a person who is entitled to a certificated share by law wants to be registered as a shareholder, he must deliver or send a notice to the company saying that he has made this decision. This notice will be treated as a transfer form. All the provisions of these articles about registering transfers of certificated shares apply to it. The directors have the same power to refuse to register a person entitled to certificated shares by law as they would have had to refuse to register a transfer by the person who was previously entitled to the shares.

(C) If a person entitled to a CREST share by law wants to be registered as a shareholder, he must do so in accordance with the Uncertificated Securities Regulations. All the provisions of these articles about registering transfers of CREST shares will apply and the same power to refuse to register a person entitled to a CREST share by law will apply as would have applied to refuse to register a transfer by the person who was previously entitled to the shares.

(D) If a person who is entitled to a certificated share by law wants the share to be transferred to another person, he must do this by signing a transfer form to the person he has selected. The directors have the same power to refuse to register the person selected as they would have had to refuse to register a transfer by the person who was previously entitled to the shares.

(E) If a person who is entitled to a CREST share by law wants the share to be transferred to another person, he must do this using CREST. The same power to refuse to register the person selected will apply as would have applied to refuse to register a transfer by the person who was previously entitled to the shares.

**47. Rights of Person Entitled by Transmission**

(A) Where a person becomes entitled to a share by law, the rights of the registered shareholder in relation to that share will cease to have effect.

(B) A person who is entitled to a share by law is entitled to any dividends or other money relating to the share, even though he is not registered as the holder of the share, on supplying evidence reasonably required to show his title to the share. However, the directors can send written notice to the person saying the person must either be registered as the holder of the share or transfer the share to some other person. If the person entitled to a share by law does not do this within 60 days of the notice, the directors can withhold all dividends or other money relating to the share until he does.

(C) Unless he is registered as the holder of the share, the person entitled to a share by law is not entitled to:

(i) receive notices of shareholders' meetings or attend or vote at these meetings; or

(ii) exercise any of the other rights of a shareholder in relation to these meetings,

unless the directors decide to allow this.

**48. Increase, Consolidation, Sub-Division and Cancellation**

(A) The company's shareholders can increase the company's share capital by passing an ordinary resolution. This resolution will fix the amount of the increase and the amount of the new shares.

(B) The company's shareholders can pass an ordinary resolution to do any of the following:

(i) consolidate, or consolidate and then divide, all or any of its share capital into shares of a larger amount than the existing shares;

(ii) divide some or all of its shares into shares of a smaller amount than the existing shares. This is subject to any restrictions in the Companies Act. The resolution can provide that as between the holders of the divided shares different rights and restrictions of a kind which the company can apply to new shares can apply to different divided shares; and

(iii) cancel any shares which have not been taken, or agreed to be taken, by anyone at the date of the resolution and reduce the amount of the company's share capital by the amount of the cancelled shares.

**49. Fractions**

(A) If any shares are consolidated, consolidated and then divided or divided, the directors have power to deal with any fractions of shares which result. If the directors decide to sell any shares representing fractions, they must do so for the best price reasonably obtainable and distribute the net proceeds of sale among shareholders in proportion to their fractional entitlements. The directors can arrange for any shares representing fractions to be entered in the register as certificated shares if they consider that this makes it easier to sell them. The directors can sell those shares to anyone, including the company, if the legislation allows, and can authorise any person to transfer or deliver the shares to the buyer or in accordance with the buyer's instructions. The buyer does not have to take any steps to see how any money he is paying is used and his ownership will not be affected if the sale is irregular or invalid in any way.

(B) When the directors consolidate or divide shares, they can treat certificated and CREST shares which a shareholder holds as separate shareholdings, as far as the legislation allows this.

**50. Reduction of Capital**

The company can pass a special resolution to reduce its share capital, any capital redemption reserve, any share premium account or any other undistributable reserve in any way. This is subject to any restrictions under the legislation.

**51. Extraordinary General Meetings**

Any general meeting of the company which is not an annual general meeting is called an extraordinary general meeting.

**52. Annual General Meetings**

The company must hold an annual general meeting each year in addition to any other general meetings held in the year. The annual general meeting will usually be held in The Netherlands but the directors may decide otherwise. The directors will decide when and where the meeting is to be held. The notice calling the meeting must say that the meeting is the annual general meeting.

**53. Convening of Extraordinary General Meetings**

The directors can call an extraordinary general meeting at any time. An extraordinary general meeting will usually be held in The Netherlands but the directors may decide otherwise.

**54. Separate General Meetings**

If a separate general meeting of holders of shares of a class is called otherwise than for changing or abrogating the rights of the shares of that class, the provisions of these articles relating to general meetings will apply to such a meeting with any necessary changes. For the purposes of this article, a general meeting where ordinary shareholders are the only shareholders who can attend and vote in their capacity as shareholders will also constitute a separate general meeting of the holders of the ordinary shares.

**55. Length and Form of Notice**

(A) At least 21 clear days' written notice must be given for every annual general meeting and for any other meeting called to pass a special resolution or a resolution electing a person as a director or (except where the legislation provides otherwise) to pass a resolution of which special notice under the Companies Act has been given to the company. For all other general meetings, at least 14 clear days' written notice must be given. At the same time that written notice is given for any general meeting, an announcement of the date, time and place of that meeting will, if practicable, be published in a national newspaper in The Netherlands. In this article references to "written notice" include the use of electronic communications and publication on a website in accordance with the legislation.

(B) The notice for any general meeting must state:

(i) where the meeting is to be held (the "principal meeting place") and the location of any satellite meeting place arranged for the purposes of article 56(D) which shall be identified as such in the notice;

(ii) the date and time of the meeting; and

(iii) details of any arrangements made for the purpose of article 56(H) (making clear that participation in those arrangements will not amount to attendance at the meeting to which the notice relates).

(C) All shareholders must be given notice of every general meeting. The only exception is those shareholders who are not entitled to receive a notice because of:

(i) a provision in these articles; or

(ii) the terms of issue of the shares they hold.

Notice must also be given to the auditors.

**56. Meeting in Different Places**

(A) Subject to the legislation and these articles, every shareholder can attend a general meeting in person or by proxy. Where the general meeting is to be held at more than one place, a shareholder or proxy prevented from attending at one place can attend and participate at another place.

(B) The directors can make arrangements that they, in their discretion, think appropriate to:

(i) regulate the number of persons attending at a place where a general meeting (or adjourned meeting) is to be held;

(ii) ensure the safety of persons attending at that place; or

(iii) enable attendance at that meeting (or adjourned meeting),

and can change those arrangements at any time. The arrangements can include (without limitation) the issue of tickets or the use of a random method of selection.

(C) In the case of a general meeting to which the arrangements in article 56(B) apply, the directors can, when specifying the place of the meeting:

(i) direct that the meeting will be held at a place identified in the notice which the chairman of the meeting will attend; and

(ii) make arrangements for simultaneous attendance and participation at other places by shareholders and proxies entitled to attend the meeting but excluded from it under article 56(B) or who want to attend at one of the other places.

The notice of meeting does not have to give details of any arrangements under this article.

(D) The directors (or the chairman of the meeting in the case of an adjourned meeting) may resolve to enable persons entitled to attend a general meeting (or an adjourned general meeting) to do so by simultaneous attendance and participation at one or more satellite meeting places anywhere in the world. The shareholders present in person or by proxy at satellite meeting places shall be counted in the quorum for, and entitled to vote at, the general meeting in question.

(E) If shareholders and/or proxies attend at one or more other places in accordance with article 56(C) or at one or more satellite meeting places in accordance with article 56(D), the general meeting will be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities are available throughout the general meeting to ensure that shareholders attending at all the meeting places are able to:

(i) participate in the business for which the meeting has been convened;

(ii) hear and see all persons who address the meeting (whether by the use of microphones, loudspeakers, audio-visual communications equipment or otherwise) who are attending at the principal meeting place, any places in

accordance with article 56(C) and any satellite meeting places in accordance with paragraph 56(D); and

(iii) be heard and seen when addressing the meeting by all other persons so present in the same way.

The chairman of the general meeting shall be present at, and the meeting shall be deemed to take place at, the principal meeting place.

(F) For the purposes of this article 56, the right of a shareholder to participate in the business of any general meeting shall include without limitation the right to speak, vote on a show of hands, vote on a poll, be represented by a proxy and have access to all documents which are required by the legislation or these articles to be made available at the meeting.

(G) If it appears to the chairman of the general meeting that the facilities at the principal meeting place or at a satellite meeting place or at any other meeting place have become inadequate for the purposes referred to in article 56(E), the chairman of the general meeting may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at that general meeting up to the time of that adjournment shall be valid. The provisions of article 65 shall apply to that adjournment.

(H) The directors may make arrangements for persons not entitled to attend a general meeting or an adjourned general meeting to be able to view and hear the proceedings of the general meeting or adjourned general meeting by the use of loudspeakers, audio-visual communications equipment or other electronic communications by attending any venue anywhere in the world. Those attending at any such venue shall not be regarded as present at the general meeting or adjourned general meeting and shall not be entitled to vote at the meeting at or from that venue. The inability for any reason of any shareholder present in person or by persons at such venue to view or hear all or any of the proceedings of the meeting shall not in any way affect the validity of the proceedings of the meeting.

(I) Subject to article 56(A), arrangements for simultaneous attendance can include arrangements for regulating the number of persons attending at any other places.

(J) The directors' powers and discretions under this article are delegated to the chairman of the relevant general meeting.

**57. Omission or Non-Receipt of Notice**

(A) If any notice or other document relating to any meeting or other proceeding is accidentally not sent, or is not received, the meeting or other proceeding will not be invalid as a result.

(B) A shareholder present in person or by proxy at a shareholders' meeting is treated as having received proper notice of that meeting and, where necessary, of the purpose of that meeting.

**58. Postponement of General Meetings**

If the directors consider that it is impracticable or undesirable to hold a general meeting on the date or at the time or place stated in the notice calling the meeting, they can move or postpone the meeting (or do both). If the directors do this, an announcement of the date, time and place of the rearranged meeting will, if practicable, be published in at least two national newspapers in the United Kingdom and in one national newspaper in The Netherlands. Notice of the business of the meeting does not need to be given again. The directors must take reasonable steps to ensure that any shareholder trying to attend the meeting at the original time and place is informed of the new arrangements. If a meeting is rearranged in this way, article 82 applies to the rearranged meeting. The directors can also move or postpone the rearranged meeting (or do both) under this article.

**59. Quorum**

Before a general meeting starts to do business, there must be a quorum present. Unless these articles say otherwise, a quorum for all purposes is two persons who are entitled to vote. They can be shareholders who are personally present or proxies for shareholders or a combination of both. If a quorum is not present, a chairman of the meeting can still be chosen and this will not be treated as part of the business of the meeting.

**60. Procedure if Quorum Not Present**

(A) This article applies if a quorum is not present within five minutes of the time fixed for a general meeting to start or within any longer period not exceeding one hour which the chairman of the meeting can decide.

(B) If the meeting was called by shareholders it will be cancelled. Any other meeting will be adjourned to any day (being not less than three nor more than 28 days later), time and place stated in the notice of meeting. If the notice does not provide for this, the meeting shall be adjourned to a day, time and place decided on by the chairman of the meeting and article 65 will apply. In this article references to “written notice” include the use of electronic communications and publication on a website in accordance with the legislation.

(C) One shareholder present in person or by proxy and entitled to vote will constitute a quorum at any adjourned meeting and any notice of an adjourned meeting will say this.

**61. Security Arrangements**

The directors can put in place arrangements, both before and during any general meeting, which they consider to be appropriate for the proper and orderly conduct of the general meeting and the safety of persons attending it including, without limitation, searches and other similar security arrangements or restrictions. This authority includes power to refuse entry to, or remove from meetings, persons who fail to comply with the arrangements including any person who fails to submit to a search or other similar security arrangement or restriction.

**62. Chairman of General Meeting**

(A) The chairman will be the chairman of the meeting at every general meeting, if he is willing and able to take the chair.

(B) If the company does not have a chairman, or if he is not willing and able to take the chair, a deputy chairman will chair the meeting if he is willing and able to take the chair. If more than one deputy chairman is present they will agree between themselves who will take the chair and if they cannot agree, the deputy chairman who has been a director longest will take the chair.

(C) If the company does not have a chairman or a deputy chairman, or if neither the chairman nor a deputy chairman is willing and able to chair the meeting, after waiting five minutes from the time that a meeting is due to start, the directors who are present will choose one of themselves to act as chairman of the meeting. If there is only one director present, he will be the chairman of the meeting, if he agrees.

(D) If there is no director willing and able to be the chairman of the meeting, then the persons who are present at the meeting and entitled to vote will decide which one of them is to be the chairman of the meeting.

(E) Nothing in these articles is intended to restrict or exclude any of the powers or rights of a chairman of a meeting which are given by law.

**63. Orderly Conduct**

The chairman of a meeting can take any action he considers appropriate for proper and orderly conduct at a general meeting (including the order of business). The decision of the chairman of the meeting on points of order, matters of procedure or on matters that arise incidentally from the business of a meeting is final, as is the decision of the chairman of the meeting on whether a point or matter is of this nature.

**64. Entitlement to Attend and Speak of Directors and Others**

Each director can attend and speak at any general meeting of the company. The chairman of a meeting can also allow anyone to attend and speak where he considers that this will help the business of the meeting.

**65. Adjournments**

(A) The chairman of a meeting can adjourn the meeting before or after it has started, and whether or not a quorum is present, if he considers that:

(i) there is not enough room for the number of shareholders and proxies who can and wish to attend the meeting;

(ii) the behaviour of anyone present prevents, or is likely to prevent, the business of the meeting being carried out in an orderly way; or

(iii) an adjournment is necessary for any other reason so that the business of the meeting can be properly carried out.

The chairman of the meeting does not need the consent of the meeting to adjourn it for any of these reasons to a time, date and place which he decides. He can also adjourn the meeting to a later time on the same day or indefinitely. If a meeting is adjourned indefinitely, the directors will fix the time, date and place of the adjourned meeting.

(B) The chairman of a meeting can also adjourn a meeting which has a quorum present if this is agreed by the meeting. This can be to a time, date and place proposed by the chairman of the meeting or the adjournment can be indefinite. The chairman of the meeting must adjourn the meeting if the meeting directs him to. In these circumstances the meeting will decide how long the adjournment will be and where it will adjourn to. If a meeting is adjourned indefinitely, the directors will fix the time, date and place of the adjourned meeting.

(C) A reconvened meeting can only deal with business that could have been dealt with at the meeting which was adjourned.

(D) Meetings can be adjourned more than once.

**66. Notice of Adjournment**

Where a meeting is adjourned indefinitely or for more than sixty days, notice of the adjourned meeting must be given in the same way as was required for the original meeting. Except where these articles require it, there is no need to give notice of the adjourned meeting or of the business to be considered there.

**67. Amendments to Resolutions**

(A) Amendments can be proposed to any resolution if they are clerical amendments or amendments to correct some other obvious error in the resolution.

(B) No other amendments can be proposed to any special resolution or extraordinary resolution.

(C) Amendments to an ordinary resolution which are within the scope of the resolution can be proposed if:

(i) notice of the proposed amendment is delivered to the office or the headquarters at least two working days before the date of the meeting, or adjourned meeting; or

(ii) the chairman of the meeting decides that the amendment is appropriate for consideration by the meeting.

No other amendment can be proposed to an ordinary resolution. The chairman of the meeting can agree to the withdrawal of any proposed amendment before it is put to the vote.

**68. Amendments Ruled Out of Order**

If the chairman of a meeting rules that a proposed amendment to any resolution under consideration is out of order, any error in that ruling will not affect the validity of a vote on the original resolution.

**69. Votes of Members**

On a show of hands, every shareholder present in person at a general meeting will have one vote and every proxy appointed by a shareholder and present at a general meeting (other than the chairman of the meeting) will have one vote. A proxy will not have more than one vote on a show of hands even if he is also a shareholder himself or is a proxy for more than one person. On a poll, every shareholder present in person or by proxy will have one vote for every share he holds. This is subject to any special rights or restrictions which are given to any class of shares and to these articles.

**70. Method of Voting**

(A) The directors can decide in advance of any general meeting that some or all of the resolutions to be put to the vote at a general meeting will be decided on a poll.

(B) A resolution put to the vote at any general meeting will be decided on a show of hands unless the directors have decided otherwise pursuant to article 70(A) or unless a poll is demanded when, or before, the chairman of the meeting declares the result of the show of hands. Subject to the legislation, a poll can be demanded by:

(i) the chairman of the meeting;

(ii) at least five persons at the meeting who are entitled to vote being either shareholders present in person or proxies appointed by shareholders;

(iii) one or more shareholders at the meeting who are entitled to vote (or their proxies) and who have between them at least ten per cent. of the total votes of all shareholders who have the right to vote at the meeting; or

(iv) one or more shareholders at the meeting who have shares which allow them to vote at the meeting (or their proxies) and on which the total amount which has been paid up is at least ten per cent. of the total sum paid up on all shares which give the right to vote at the meeting.

(C) The chairman of the meeting can also demand a poll before a resolution is put to the vote on a show of hands.

(D) A demand for a poll can be withdrawn if the chairman of the meeting agrees to this.

(E) If no poll is demanded or a demand for a poll is withdrawn, any declaration by the chairman of the meeting of the result of a vote on that resolution by a show of hands will stand as conclusive evidence of the result without proof of the number or proportion of the votes recorded for or against the resolution.

(F) The chairman of the meeting can decide the manner in which any poll or vote on a show of hands is conducted.

**71. Procedure if Poll Demanded**

If a poll is demanded in the way allowed by these articles, the chairman of the meeting can decide when, where and how it will be taken. The result will be treated as the decision of the meeting at which the poll was demanded, even if the poll is taken after the meeting.

**72. When Poll to be Taken**

If a poll is demanded on a vote to elect the chairman of the meeting, or to adjourn a meeting, it must be taken immediately at the meeting. Any other poll demanded can either be taken immediately or within 30 days from the date it was demanded and at a time and place decided on by the chairman of the meeting. It is not necessary to give notice for a poll which is not taken immediately.

**73. Continuance of Other Business after Poll Demand**

A demand for a poll on a particular matter (other than on the election of the chairman of the meeting or on the adjournment of the meeting) will not stop a meeting from continuing to deal with other matters.

**74. Votes on a Poll**

On a poll a shareholder can vote either in person or by his proxy. If a shareholder votes on a poll, he does not have to use all of his votes or cast all his votes in the same way.

**75. Casting Vote of Chairman**

Where equal votes are cast at a general meeting, whether on a show of hands or on a poll, the chairman of the meeting will be entitled to an additional or casting vote.

**76. Votes of Joint Holders**

If more than one joint shareholder votes (including voting by proxy), the only vote which will count is the vote of the person whose name is listed before the other joint shareholder(s) on the register for the share.

**77. Voting on behalf of Incapable Member**

This article applies where a court or official claiming jurisdiction to protect persons who are unable to manage their own affairs has made an order about the shareholder. The person appointed to act for that shareholder can vote for him. He can also exercise any other rights of the shareholder relating to meetings. This includes appointing a proxy, voting on a show of hands and voting on a poll. Before the representative does so however, such evidence of his authority as the directors require must be received at the office not later than the latest time at which proxy forms must be received to be valid for use at the relevant meeting or on the holding of the relevant poll. If a different place for the receipt of proxy forms which are not electronic communications is specified, the evidence must instead be received at that address.

**78. No Right to Vote where Sums Overdue on Shares**

Unless the directors decide otherwise, a shareholder cannot attend or vote shares at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or upon a poll or exercise any other right conferred by membership in relation to general meetings or polls if he has not paid all amounts relating to those shares which are due at the time of the meeting.

**79. Objections or Errors in Voting**

If:

(i) any objection to the right of any person to vote is made;

(ii) any votes have been counted which ought not to have been counted or which might have been rejected; or

(iii) any votes are not counted which ought to have been counted,

the objection or error must be raised or pointed out at the meeting (or the adjourned meeting) or poll at which the vote objected to is cast or at which the error occurs. Any objection or error must be raised with or pointed out to the chairman of the meeting. His decision is final. If a vote is allowed at a meeting or poll, it is valid for all purposes and if a vote is not counted at a meeting or poll, this will not affect the decision of the meeting or poll.

**80. Appointment of Company Representatives**

(A) A company which is a shareholder can authorise persons to act as its representative at a general meeting in respect of its entire holding of shares or any part of its holding of shares and may only appoint more than one person if permitted by the directors in their absolute discretion. Such person or persons are called company representatives. A company representative can exercise all the powers on behalf of the company (in respect of those shares held in the name of the company in respect of which the authorisation is given) which the company could exercise and is subject to the provisions of these articles as if he was an individual shareholder present at the meeting.

(B) The directors or the chairman of the meeting must be provided with any evidence which is reasonably required of the authority of a company representative, including details of the number of shares in respect of which that company representative is appointed before allowing that person to exercise the powers conferred by this article.

**81. Appointment of Proxies**

(A) A proxy form must be in writing, signed by the shareholder appointing the proxy, or by his attorney. Where the proxy is appointed by a company, the proxy form should either be sealed by that company or signed by someone authorised to sign it. In this article references to “in writing” include the use of electronic communications subject to any terms and conditions decided on by the directors.

(B) A shareholder must not appoint more than one proxy to attend the same meeting unless he is permitted to do so by the directors in their absolute discretion. If a shareholder appoints more than one proxy, he must specify the number of shares in relation to which each proxy is appointed and each proxy will only be entitled to exercise voting rights in relation to the number of shares for which he is appointed. If a shareholder appoints more than one proxy, he must ensure that no more than one proxy is appointed in relation to any share.

**82. Receipt of Proxies**

(A) Forms appointing a proxy which are not electronic communications must be received at the office, or at any other place stated in or by way of note to the notice of meeting or adjourned meeting or in any accompanying document, at least:

(i) 48 hours before a meeting or an adjourned meeting; or

(ii) 24 hours before a poll is taken, if the poll is not taken on the same day as the meeting or adjourned meeting.

If such a proxy form is signed by an attorney and the directors require this, the power of attorney or other authority relied on to sign it (or a copy which has been certified by a notary or in some other way approved by the directors, or an office copy) must be received with the proxy form.

(B) Forms appointing a proxy which are electronic communications, where an address has been specified for the purpose of receiving electronic communications in or by way of note to the notice of meeting or adjourned meeting or in any accompanying document or in any electronic communication issued by or on behalf of the company, must be received at that specified address at least:

(i) 48 hours before a meeting or an adjourned meeting; or

(ii) 24 hours before a poll is taken, if the poll is not taken on the same day as the meeting or adjourned meeting.

If such a proxy form is signed by an attorney and the directors require this, the power of attorney or other authority relied on to sign it (or a copy which has been certified by a notary or in some other way approved by the directors, or an office copy) must be received at the office, or at any other place stated in the notice of meeting or adjourned meeting or in any accompanying document at least 48 hours before a meeting or an adjourned meeting or 24 hours before a poll is taken if the poll is not taken on the same day as the meeting or adjourned meeting.

(C) Providing the form appointing a proxy is received by the time specified in article 82(A) or 82(B) (as appropriate), the instructions in terms of how the proxy is to vote, and in terms of the number of shares in respect of which the proxy is entitled to vote, can be amended at any time provided that the amended instructions are received at the address specified pursuant to article 82(A) or 82(B) (as appropriate) at least 24 hours before the meeting or the adjourned meeting. The amended instruction must be

submitted by way of a further proxy form and the provisions of articles 81(A) and 81(B), relating to signature, apply equally to this further proxy form.

(D) If the above requirements are not complied with, the proxy form will be invalid and the proxy will not be able to act for the person who appointed him.

(E) If more than one valid proxy form is received in respect of the same share for use at the same meeting or poll, the one which is received last by date and time (regardless of its date or the date on which it is signed) will be treated as revoking and replacing the other(s) as regards that share. If it is not possible otherwise to determine the order of receipt, none of the forms will be treated as valid.

(F) A shareholder can attend and vote at a general meeting or on a poll even if he has appointed a proxy to attend and, on a poll, vote on his behalf at that meeting or on that poll.

(G) The proceedings at a general meeting will not be invalidated where an appointment of a proxy in respect of that meeting is delivered in a manner permitted by these articles by electronic communications, but because of a technical problem it cannot be read by the recipient.

**83. Maximum Validity of Proxy**

A proxy form will cease to be valid 12 months from the date of its receipt. But it will be valid, unless the proxy form itself states otherwise, if it is used at an adjourned meeting or on a poll after a meeting or an adjourned meeting even after 12 months, if it was valid for the original meeting.

**84. Form of Proxy**

A proxy form can be in any form which the directors approve. Unless it says otherwise, a proxy form is valid for the meeting to which it relates and also for any adjournment of that meeting.

**85. Rights of a Proxy**

A proxy form gives the proxy the authority to demand a poll or to join others in demanding a poll and to vote on any amendment to a resolution put to, or any other business which may properly come before, the meeting. Any proxy appointed in accordance with these articles can also speak at any general meeting of the company.

**86. Cancellation of Proxy's Authority**

(A) Any vote cast in the way a proxy form authorises or any demand for a poll made by a proxy will be valid even though:

(i) the person who appointed the proxy has died or is of unsound mind;

(ii) the proxy form has been revoked; or

(iii) the authority of the person who signed the proxy form for the shareholder has been revoked.

(B) Any vote cast or poll demanded by a company representative will also be valid even though his authority has been revoked.

(C) However, this article 86 does not apply if written notice of the relevant fact has been received at the office (or at any other place specified for the receipt of forms of proxy) at least:

(i) 24 hours before the meeting or adjourned meeting; or

(ii) 24 hours before a poll is taken, if the poll is not taken on the day of the meeting or adjourned meeting.

(D) In this article 86 references to written notice include the use of electronic communications subject to any terms and conditions decided on by the directors.

**87. Headquarters of the Company**

The headquarters of the company shall be in The Netherlands. The meaning of “headquarters” for the purposes of this article shall be established by the board of directors and can only be amended by resolution of the board of directors in respect of which two-thirds of the directors present and voting vote in favour.

**88. Number of Directors**

The company must have a minimum of three directors and a maximum of 20 directors (disregarding alternate directors), but these restrictions can be changed by the directors.

**89. Age of Directors**

No person will be disqualified from being appointed or elected as a director or be required to stop being a director because he has reached a particular age. It is not necessary to give special notice of a resolution electing someone a director if he is 70 or more. However, any person who is of the age of 70 or more must retire in accordance with article 93(B). Any notice of a meeting at which a resolution will be proposed to elect or re-elect a director who is of the age of 70 or more must state the fact that the relevant director is aged 70 or more or must be accompanied by a document stating such fact. The accidental omission to make such disclosure will not make invalid the proceedings, or any election or re-election of the relevant director, at that meeting.

**90. Directors’ Shareholding Qualification**

The directors are not required to hold any shares in the company.

**91. Power of Company to Elect Directors**

Subject to these articles, the company can, by passing an ordinary resolution, elect any willing person to be a director, either as an extra director or to fill a vacancy where a director has stopped being a director for some reason.

**92. Power of Directors to Appoint Directors**

Subject to these articles, the directors can appoint any willing person to be a director, either as an extra director or as a replacement for another director. Any director appointed in this way must retire from office at the first annual general meeting after his appointment. A director who retires in this way is then eligible for election.

**93. Identity of Directors to Retire**

(A) At every annual general meeting of the company, any director who was in office at the time of the two previous annual general meetings and who did not retire at either of them must retire.

(B) A director who would not otherwise be required to retire must also retire if he is aged 70 or more at the date of the annual general meeting or if he has been in office, other than as a director holding an executive position, for a continuous period of nine years or more at the date of the meeting.

**94. Filling Vacancies**

Subject to these articles, at the general meeting at which a director retires, shareholders can pass an ordinary resolution to re-elect the director or to elect some other eligible person in his place.

**95. Power of Removal by Special Resolution**

In addition to any power to remove directors conferred by the legislation, the company can pass a special resolution to remove a director from office even though his time in office has not ended and can (subject to these articles) elect a person to replace a director who has been removed in this way by passing an ordinary resolution.

**96. Persons Eligible as Directors**

The only persons who can be elected as directors at a general meeting are the following:

(i) directors retiring at the meeting;

(ii) anyone recommended by the directors; and

(iii) anyone nominated by a shareholder (not being the person to be nominated) in the following way. The shareholder must be entitled to vote at the meeting. He must deliver to the office not less than six nor more than 21 days before the day of the meeting:

  (a) a letter stating that he intends to nominate another person for election as a director; and

  (b) written confirmation from that person that he is willing to be elected.

**97. Position of Retiring Directors**

A director retiring at a general meeting retires at the end of that meeting or (if earlier) when a resolution is passed to elect another person in the director's place or when a resolution to elect or re-elect the director is put to the meeting and lost. Where a retiring director is elected or re-elected, he continues as a director without a break.

**98. Vacation of Office by Directors**

(A) Any director automatically stops being a director if:

(i) he gives the company a written notice of resignation;

(ii) he gives the company a written notice in which he offers to resign and the directors decide to accept this offer;

(iii) all of the other directors (who must comprise at least three persons) pass a resolution or sign a written notice requiring the director to resign;

(iv) he is or has been suffering from mental ill-health and the directors pass a resolution removing the director from office;

(v) he has missed directors' meetings (whether or not an alternate director appointed by him attends those meetings) for a continuous period of six months without permission from the directors and the directors pass a resolution removing the director from office;

(vi) a bankruptcy order is made against him or he makes any arrangement or composition with his creditors generally;

(vii) he is prohibited from being a director under the legislation; or

(viii) he ceases to be a director under the legislation or he is removed from office under these articles.

(B) If a director stops being a director for any reason, he will also automatically cease to be a member of any committee or sub-committee of the directors.

(C) In this article 98 references to written notice include the use of electronic communications subject to any terms and conditions decided on by the directors.

**99. Alternate Directors**

(A) Any director can appoint any person (including another director) to act in his place (called an "alternate director"). That appointment requires the approval of the directors, unless previously approved by the directors or unless the appointee is another director. A director appoints an alternate director by sending a signed written notice of appointment to the office or by tabling it at a meeting of the directors, or in such other way as the directors approve.

(B) The appointment of an alternate director ends on the happening of any event which, if he were a director, would cause him to vacate that office. It also ends if the alternate director resigns his office by written notice to the company or if his appointor stops being a director, unless that director retires at a general meeting at which he is re-elected. A director can also remove his alternate director by a written notice delivered to the office or tabled at a meeting of the directors.

(C) An alternate director is entitled to receive notices of meetings of the directors, except when absent from both the United Kingdom and The Netherlands. He is entitled to attend and vote as a director at any meeting at which the director appointing him is not personally present and generally at that meeting is entitled to perform all of the functions of his appointor as a director. The provisions of these articles regulating the meeting apply as if he (instead of his appointor) were a director. If he is himself a director, or he attends any meeting as an alternate director for more than one director, he can vote cumulatively for himself and for each other director he represents but he cannot be counted more than once for the purposes of the quorum. An alternate director's signature to any resolution in writing of the directors is as effective as the signature of his appointor, unless the notice of his appointment provides to the contrary.

This article also applies in a similar fashion to any meeting of a committee of which his appointor is a member. Except as set out in this article, an alternate director:

(i) does not have power to act as a director;

(ii) is not deemed to be a director for the purposes of these articles; and

(iii) is not deemed to be the agent of his appointor.

(D) An alternate director is entitled to contract and be interested in and benefit from contracts, transactions or arrangements and to be repaid expenses and to be indemnified by the company to the same extent as if he were a director. However, he is not entitled to receive from the company as an alternate director any pay, except for that part (if any) of the pay otherwise payable to his appointor as his appointor may tell the company in writing to pay to his alternate director.

(E) In this article references to “written notice” and to “in writing” include the use of electronic communications subject to any terms and conditions decided on by the directors.

**100. Executive Directors**

(A) The directors or any committee authorised by the directors can appoint one or more directors to any executive position, on such terms and for such period (subject to the provisions of the Companies Act) as they think fit. They can also terminate or vary an appointment at any time. The directors or any committee authorised by the directors will decide how much remuneration a director appointed to an executive office will receive (whether as salary, commission, profit share or any other form of remuneration) and whether this is in addition to or in place of his fees as a director.

(B) If the directors terminate the appointment, the termination will not affect any right of the company or the director in relation to any breach of any employment contract which may be involved in the termination.

**101. Directors’ Fees**

The total fees paid to all of the directors (excluding any payments made under any other provision of these articles) must not exceed:

(i) £2,500,000 a year; or

(ii) any higher sum decided on by an ordinary resolution at a general meeting.

It is for the directors to decide how much to pay each director by way of fees under this article.

**102. Additional Remuneration**

The directors or any committee authorised by the directors can award extra fees to any director who, in their view, performs any special or extra services for the company.

Extra fees can take the form of salary or other benefits (and can be paid partly in one way and partly in another). This is all decided by the directors or any committee authorised by the directors.

**103. Expenses**

The company can pay the reasonable travel, hotel and incidental expenses of each director incurred in attending and returning from general meetings, meetings of the directors or committees of the directors or any other meetings which as a director he is entitled to attend. The company will pay all other expenses properly and reasonably incurred by each director in connection with the company's business or in the performance of his duties as a director. As far as the legislation allows, the company can also fund a director's expenditure on defending proceedings as provided in the legislation.

**104. Pensions and Gratuities for Directors**

(A) The directors or any committee authorised by the directors can decide whether to provide pensions, annual payments or other benefits to any director or former director of the company, or any relation or dependant of, or person connected to, such a person. The directors can also decide to contribute to a scheme or fund or to pay premiums to a third party for these purposes. The company can only provide pensions and other benefits to persons who are or were directors but who have not been employed by, or held an office or executive position in, the company or any of its subsidiary undertakings or former subsidiary undertakings or any predecessor in business of the company or any such other company or to relations or dependants of, or persons connected to, these directors or former directors if the shareholders approve this by passing an ordinary resolution.

(B) A director or former director will not be accountable to the company or the shareholders for any benefit provided pursuant to this article. Anyone receiving such a benefit will not be disqualified from being or becoming a director of the company.

**105. Permitted Interests and Voting**

(A) If the legislation allows and he has disclosed the nature and extent of his interest to the directors, a director can do any one or more of the following:

(i) have any kind of interest in a contract with or involving the company;

(ii) have any kind of interest in a contract with or involving another company in which the company has an interest;

(iii) alone, or through some firm with which he is associated, do paid professional work for the company or another company in which the company has an interest (other than as auditor);

(iv) hold a position (other than auditor) in the company as well as being a director; and

(v) have any kind of interest in a company in which the company has an interest (including holding a position in that company or being a shareholder of that company).

(B) A director does not have to hand over to the company any benefit he receives or profit he makes as a result of anything allowed under article 105(A) nor is any type of contract allowed under article 105(A) liable to be avoided.

(C) When a director knows that he is in any way interested in a contract with the company, he must tell the other directors. A general notice given to the directors that a director has an interest of the kind stated in the notice in a contract involving any company or person identified in the notice is treated as a standing disclosure that the director has that interest. This notice must either be given at a directors' meeting or read out at the next directors' meeting after it has been given.

(D) Unless these articles say otherwise, a director cannot vote on a resolution about a contract in which he has an interest which he knows is material (and if he does vote, his vote will not be counted). For this purpose, interests of a person who is connected with a director are added to the interests of the director. Interests purely as a result of having an interest in the company's shares, debentures or other securities are disregarded. If a director cannot vote on a resolution, the director cannot be counted in the quorum when the directors vote on that resolution.

(E) However, a director can vote, and be counted in the quorum, on a resolution about any of the following things, as long as the only material interest he has in it is included in the following list:

(i) a resolution about giving him any guarantee, security or indemnity for any money which he, or any other person, has lent at the request, or for the benefit, of the company or any of its subsidiary undertakings;

(ii) a resolution about giving him any guarantee, security or indemnity for any liability which he, or any other person, has incurred at the request, or for the benefit of, the company or any of its subsidiary undertakings;

(iii) a resolution about giving any guarantee, security or indemnity to any other person for a debt or obligation which is owed by the company or any of its subsidiary undertakings to that other person, if the director has taken responsibility for some or all of that debt or obligation. The director can take this responsibility by giving a guarantee, indemnity or security;

(iv) a resolution relating to an offer by the company or any of its subsidiary undertakings of any shares or debentures or other securities for subscription or purchase, if the director takes part because he is a holder of shares, debentures or other securities, or if he takes part in the underwriting or sub-underwriting of the offer;

(v) a resolution about a contract involving any other company if the director has an interest of any kind in that company (including an interest by holding any

position in that company, or by being a shareholder of that company). This does not apply if he knows that he owns one per cent. or more of that company;

(vi) a resolution about a contract relating to an arrangement for the benefit of employees of the company or any of its subsidiary undertakings which only gives him benefits which are also generally given to the employees to whom the arrangement relates;

(vii) a resolution about a contract relating to any insurance which the company can buy or renew for the benefit of directors or of a group of persons which includes directors; or

(viii) a resolution about a contract relating to a pension, superannuation or similar scheme or a retirement, death or disability benefits scheme or employees' share scheme, which gives the director benefits which are also generally given to the employees to whom the scheme relates.

(F) A director cannot vote or be counted in the quorum on a resolution relating to appointing that director to a position with the company or a company in which the company has an interest or the terms or termination of the appointment.

(G) This article applies if the directors are considering proposals about appointing two or more directors to positions with the company or any company in which the company has an interest. It also applies if the directors are considering setting or changing the terms of their appointment. These proposals can be split up to deal with each director separately. If this is done, each director can vote and be included in the quorum for each resolution, except any resolution concerning him or concerning the appointment of another director to a position with a company in which the company is interested where the director owns one per cent. or more of that company.

(H) Subject to the legislation and these articles, the directors can exercise or arrange for the exercise of the voting rights attached to any shares in another company held by the company and the voting rights which they have as directors of that company in any way that they decide. This includes voting in favour of a resolution appointing any of them as directors or officers of that company and deciding their remuneration. Subject to the legislation and these articles, they can also vote and be counted in the quorum as directors of the company in connection with any of these things.

(I) If a question comes up at a meeting about whether a director (other than the chairman of the meeting) has a material interest, or whether he can vote or be counted in the quorum, and the director does not agree to abstain from voting on the issue or not to be counted in the quorum, the question must be referred to the chairman of the meeting. The ruling of the chairman of the meeting about any other director is final and conclusive, unless the nature and extent of the director's interests have not been fairly disclosed to the directors. If the question comes up about the chairman of the meeting, the question shall be decided by a resolution of the directors. The chairman of the meeting cannot vote on the question but can be counted in the quorum. The directors' resolution about the chairman of the meeting is conclusive, unless the nature and extent of the interests of the chairman of the meeting have not been fairly disclosed to the directors.

(J) In this article:

(i) a reference to a contract includes a reference to an existing or proposed contract, transaction or arrangement;

(ii) a director will be treated as owning one per cent. or more of a company if he (together with persons connected with him) holds an interest in shares representing one per cent. or more of a class of equity share capital (calculated exclusive of any shares of that class in that company held as treasury shares) or the voting rights of that company; in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise;

(iii) where a company in which a director (taken together with any interest of any person connected with him) owns one per cent. or more is materially interested in a contract, the director will also be treated as being materially interested in that contract; and

(iv) interests which are unknown to the director and which it is unreasonable to expect him to know about are ignored.

(K) Subject to the legislation, the company can by ordinary resolution suspend or relax the provisions of this article to any extent or ratify any contract which has not been properly authorised in accordance with this article.

**106. General Powers of Company Vested in Directors**

(A) The directors will manage the company's business. They can use all the company's powers except where the memorandum, these articles or the legislation say that powers can only be used by the shareholders voting to do so at a general meeting. The general management powers under this article are not limited in any way by specific powers given to the directors by other articles.

(B) The directors are, however, subject to:

(i) the provisions of the legislation;

(ii) the requirements of the memorandum and these articles; and

(iii) any regulations laid down by the shareholders by passing a special resolution at a general meeting.

(C) If a change is made to the memorandum or these articles or if the shareholders lay down any regulation relating to something which the directors have already done which was within their powers, that change or regulation cannot invalidate the directors' previous action.

**107. Borrowing Powers**

(A) The directors can exercise all the company's powers:

(i) to borrow money;

(ii) to mortgage or charge all or any of the company's undertaking, property and assets (present and future) and uncalled capital;

(iii) to issue debentures and other securities; and

(iv) to give security, either outright or as collateral security, for any debt, liability or obligation of the company or of any third party.

(i)

(B) (i) The directors must limit the borrowings of the company and exercise all voting and other rights or powers of control exercisable by the company in relation to its subsidiary undertakings so as to ensure that the total amount of the group's borrowings does not exceed two times the company's adjusted capital and reserves. This affects subsidiary undertakings only to the extent that the directors can do this by exercising these rights or powers of control.

(ii) This limit can be exceeded if the consent of the shareholders has been given in advance by passing an ordinary resolution.

(iii) This limit does not include any borrowings owing by one member of the group to another member of the group.

*(C) Adjusted capital and reserves*

The company's adjusted capital and reserves will be established by the following calculations:

Add:

(i) the amount paid up on the company's issued share capital (including any shares held as treasury shares); and

(ii) the amount standing to the credit of the reserves of the company (which include any share premium account, capital redemption reserve or merger reserve and any credit balance on the company's profit and loss account),

using the figures shown on the then latest audited balance sheet.

Then:

(iii) deduct any debit balance on profit and loss account at the date of the audited balance sheet (if such a deduction has not already been made on that account); and

(iv) make any adjustments needed to reflect any changes since the date of the audited balance sheet to the amount of paid up share capital or reserves.

*(D) Borrowings*

When calculating the group's borrowings, the directors will include not only borrowings but also the following (unless these have already been included in borrowings):

(i) the amount of any issued and paid up share capital (other than equity share capital) of any subsidiary undertaking beneficially owned otherwise than by a member of the group;

(ii) the amount of any other issued and paid up share capital and the principal amount of any debentures or borrowed moneys not beneficially owned by a member of the group where a member of the group has given a guarantee or indemnity for its redemption or repayment or where a member of the group may have to buy such share capital, debenture or borrowed money;

(iii) the amount outstanding under any acceptance credits opened for or in favour of any member of the group;

(iv) the principal amount of any debenture (whether secured or unsecured) issued by any member of the group which is not beneficially owned by any other member of the group;

(v) any fixed or minimum premium payable on the final repayment of any borrowing or deemed borrowing; and

(vi) the minority proportion of moneys borrowed by a member of the group and owing to a partly-owned subsidiary undertaking.

However, the directors will not include the following items in the borrowings:

(vii) amounts borrowed by any member of the group to repay some or all of any other borrowings of any member of the group (but this exclusion will only apply if the original debt is discharged within six months from the new borrowing);

(viii) amounts borrowed by any member of the group to finance any contract where part of the price receivable by any member of the group is guaranteed or insured by the Export Credits Guarantee Department or any other similar government department or agency (but this exclusion will only apply up to an amount equal to the amount guaranteed or insured);

(ix) amounts borrowed by, or amounts secured on assets of, an undertaking which became a subsidiary undertaking of the company after the date of the last audited balance sheet (but this exclusion will only apply up to an amount equal to the amount of borrowing, or amounts secured on assets, of the undertaking at the time immediately after it became a subsidiary undertaking); or

(x) the minority proportion of moneys borrowed by a partly-owned subsidiary undertaking which is not owing to another member of the group.

(E) Any foreign currency amounts will be translated into US dollars when calculating total borrowings. The exchange rate applied will be the exchange rate on the last business day:

(i) before the date of the calculation; or

(ii) six months before the date of the calculation,

whichever exchange rate produces the lower figure.

The exchange rate will be taken as the spot rate in London which is recommended by a London clearing bank (chosen by the directors for this purpose) as the most appropriate rate for buying the relevant currency for US dollars on the relevant day.

(F) If the amount of adjusted capital and reserves is being calculated in connection with a transaction involving a company becoming or ceasing to be a member of the group, the amount is to be calculated as if the transaction had already occurred.

(G) The audited balance sheet of the company will be taken as the audited balance sheet of the company prepared for the purposes of the legislation. However, if an audited consolidated balance sheet relating to the company and its subsidiary undertakings has been prepared for the same financial year, the audited consolidated balance sheet will be used instead. In that case, all references to reserves and profit and loss account will be taken to be references to consolidated reserves and consolidated profit and loss account respectively.

(H) The company can from time to time change the accounting convention applied in the preparation of the audited balance sheet, but any new convention applied must comply with the requirements of the legislation. If the company prepares a supplementary audited balance sheet applying a different convention from the main audited balance sheet, the main audited balance sheet will be taken as the audited balance sheet for the purposes of the calculations under these articles.

(I) The group will be taken as the company and its subsidiary undertakings (if any).

(J) For the purposes of this article the minority proportion means a proportion equal to the proportion of the issued share capital of a partly-owned subsidiary undertaking which does not belong to a member of the group.

(K) A certificate or report by the company's auditors:

(i) as to the amount of the adjusted capital and reserves;

(ii) as to the amount of any borrowings; or

(iii) to the effect that the limit imposed by this article has not been or will not be exceeded at any particular time,

will be conclusive evidence of that amount or that fact.

(L) Until the audited consolidated balance sheet of the company and its subsidiary undertakings as at 31 December 2005 is available, the company's adjusted capital and reserves referred to in article 107(B) shall be deemed to be $90,425,000,000.

**108. Agents**

(A) The directors can appoint anyone as the company's attorney by granting a power of attorney or by authorising them in some other way. Attorneys can either be appointed directly by the directors or the directors can give someone else the power to select attorneys. The directors or the persons who are authorised by them to select attorneys can decide on the purposes, powers, authorities and discretions of attorneys. But they cannot give an attorney any power, authority or discretion which the directors do not have under these articles.

(B) The directors can decide how long a power of attorney will last for and attach any conditions to it. The power of attorney can include any provisions which the directors decide on for the protection and convenience of anybody dealing with the attorney. The power of attorney can allow the attorney to grant any or all of his power, authority or discretion to any other person.

(C) The directors can:

(i) delegate any of their authority, powers or discretions to any manager or agent of the company;

(ii) allow managers or agents to delegate to another person;

(iii) remove any persons they have appointed in any of these ways; and

(iv) cancel or change anything that they have delegated, although this will not affect anybody who acts in good faith who has not had any notice of any cancellation or change.

Any appointment or delegation by the directors which is referred to in this article can be on any conditions decided on by the directors.

(D) The ability of the directors to delegate under this article applies to all their powers and is not limited because certain articles refer to powers being exercised by the directors or by a committee authorised by the directors while other articles do not.

**109. Delegation to Individual Directors**

(A) The directors can give a director any of the powers which they have jointly as directors (with power to sub-delegate). These powers can be given on terms and conditions decided on by the directors either in parallel with, or in place of, the powers of the directors acting jointly.

(B) The directors can change the basis on which such powers are given or withdraw such powers. But if a person deals with an individual director in good faith without knowledge of the change or withdrawal, he will not be affected by it.

(C) The ability of the directors to delegate under this article applies to all their powers and is not limited because certain articles refer to powers being exercised by the directors or by a committee authorised by the directors while other articles do not.

**110. Official Seals**

The directors can use all the powers given by the legislation relating to official seals.

**111. Registers**

The company can use the powers given by the legislation to keep an overseas, local or other register. The directors can make and/or change any regulations previously made by them relating to any of such registers, as long as the legislation allows this.

**112. Provision for Employees**

The directors can exercise the powers under the legislation to make provision for the benefit of employees or former employees of the company or any of its subsidiaries in connection with the cessation or transfer of the whole or part of the business of the company or that subsidiary.

**113. Directors' Meetings**

All meetings of directors will usually be held in The Netherlands but the directors will decide in each case when and where to have meetings and how they will be conducted. They can also adjourn their meetings. A directors' meeting can be called by any director. The secretary must call a directors' meeting if asked to by a director.

**114. Notice of Directors' Meeting**

Directors' meetings are called by giving notice to all the directors. Notice can be given personally, by word of mouth or in writing to the director's last known address or any other address given by him to the company for this purpose. A director who is, or is going to be, out of the United Kingdom or The Netherlands can ask the directors to send notices in writing of meetings to him at an address given by him to the company for this purpose, but such notices do not need to be given any earlier than notices given to directors who are in the United Kingdom or The Netherlands. Unless he asks for notices to be sent to him in this way, a director who is out of the United Kingdom or The Netherlands is not entitled to be given notice of any directors' meetings. Any director can waive notice of any directors' meeting, including one which has already taken place. In this article references to "in writing" include the use of electronic communications subject to any terms and conditions decided on by the directors.

**115. Quorum**

If no other quorum is fixed by the directors, two directors are a quorum. Subject to these articles, if a director ceases to be a director at a board meeting, he can continue to be present and to act as a director and be counted in the quorum until the end of the meeting if no other director objects and if otherwise a quorum of directors would not be present.

**116. Directors below Minimum through Vacancies**

Even if one or more directors stops being a director the remaining directors can continue to act. But if the number of directors falls below the minimum which applies under these articles, or the number fixed as the quorum for directors' meetings, the remaining director(s) may only act to:

(i) appoint further director(s) to make up the shortfall; or

(ii) convene general meetings.

If no director or directors are willing or able to act under this article, any two shareholders (excluding any shareholder holding shares as treasury shares) can call a general meeting to appoint extra director(s).

**117. Appointment of Chairman**

(A) The directors can appoint any director as chairman or as deputy chairman and can remove him from that office at any time. If the chairman is at a directors' meeting, he will chair it. In his absence, the chair will be taken by a deputy chairman, if one is present. If more than one deputy chairman is present, they will agree between them who should chair the meeting or, if they cannot agree, the deputy chairman longest in office as a director will take the chair. If there is no chairman or deputy chairman present within five minutes of the time when the directors' meeting is due to start, the directors who are present can choose which one of them will be the chairman of the meeting.

(B) References in these articles to a deputy chairman include, if no one has been appointed with that title, a person appointed to a position with another title which the directors designate as equivalent to the position of deputy chairman.

**118. Competence of Meetings**

A directors' meeting at which a quorum is present can exercise all the powers and discretions of the directors.

**119. Voting**

Matters to be decided at a directors' meeting will be decided by a majority vote. If votes are equal, the chairman of the meeting has a second, casting vote.

**120. Delegation to Committees**

(A) The directors can delegate any of their powers or discretions to committees of one or more persons. If the directors have delegated any power or discretion to a committee, any references in these articles to using that power or discretion include its use by the committee. Any committee must comply with any regulations laid down by the directors. These regulations can require or allow persons who are not directors to be members of the committee, and can give voting rights to such persons. But:

(i) there must be more directors on a committee than persons who are not directors; and

(ii) a resolution of the committee is only effective if a majority of the members of the committee present at the time of the resolution were directors.

(B) Unless the directors decide not to allow this, any committee can sub-delegate any of its powers or discretions to sub-committees. Reference in these articles to committees include sub-committees permitted under this article.

(C) If a committee consists of more than one person, the articles which regulate directors' meetings and their procedure and resolutions of directors will also apply to committee meetings (if they can apply to committee meetings) and resolutions of committees unless these are inconsistent with any regulations for the committee which have been laid down under this article.

(D) The ability of the directors to delegate under this article applies to all their powers and discretions and is not limited because certain articles refer to powers and discretions being exercised by committees authorised by directors while other articles do not.

**121. Participation in Meetings by Telephone**

All or any of the directors can take part in a meeting of the directors by way of a conference telephone or any communication equipment which allows everybody to take part in the meeting by being able to hear each of the other persons at the meeting and by being able to speak to all of them at the same time. A person taking part in this way will be treated as being present at the meeting and will be entitled to vote and be counted in the quorum. Any such meeting will be deemed to take place where the largest group of directors participating is assembled or, if there is no such group, where the chairman of the meeting then is.

**122. Resolution in Writing**

A resolution in writing of which notice has been given to all directors who at the time are entitled to receive notice of a directors' meeting and who would be entitled to vote on the resolution at a directors' meeting must be signed by a majority of such directors (who together meet the quorum requirement for directors' meetings). This kind of resolution is just as valid and effective as a resolution passed by those directors at a meeting which is properly called and held. The resolution can be passed using several copies of the resolution if each copy is signed by one or more directors. In this article

references to “in writing” include the use of electronic communications subject to any terms and conditions decided on by the directors.

**123. Validity of Acts of Directors or Committee**

Everything which is done by any directors’ meeting, or by a committee of the directors, or by a person acting as a director, or as a member of a committee, will be valid even if it is discovered later that any director, or person acting as a director, was not properly appointed. This also applies if it is discovered later that anyone was disqualified from being a director, or had ceased to be a director or was not entitled to vote. In any of these cases, anything done will be as valid as if there was no defect or irregularity of the kind referred to in this article.

**124. Appointment and Removal of the Secretary**

The directors can appoint the secretary for such term and upon such conditions as they see fit; and any secretary so appointed can be removed by the directors.

**125. Use of Seals**

(A) The directors must arrange for every seal of the company to be kept safely.

(B) A seal can only be used with the authority of the directors or a committee authorised by the directors.

(C) Subject as otherwise provided in these articles or as determined by the directors, every document which is sealed using the common seal must be signed by one director and the secretary, or by two directors or by any other person or persons authorised by the directors.

(D) Any document to which the official seal is applied need not be signed, unless the directors decide otherwise or the legislation requires otherwise, and may be impressed by mechanical means or by printing the seal or a facsimile of it on the instrument.

(E) The directors can resolve that the requirement for any counter-signature in this article can be dispensed with on any occasion.

**126. Declaration of Dividends by Company**

The company’s shareholders can declare dividends in accordance with the rights of the shareholders by passing an ordinary resolution. No such dividend can exceed the amount recommended by the directors.

**127. Payment of Interim and Fixed Dividends by Directors**

Subject to the legislation, if the directors consider that the financial position of the company justifies such payments, they can pay:

(i) the fixed or other dividends on any class of shares on the dates prescribed for the payment of those dividends; and

(ii) interim dividends on shares of any class of any amounts and on any dates and for any periods which they decide.

If the directors act in good faith, they will not be liable for any loss that any shareholders may suffer because a lawful dividend has been paid on other shares which rank equally with or behind their shares.

**128. Calculation of Dividends**

All dividends will be divided and paid in proportions based on the amounts paid up on the shares during any period for which the dividend is paid. Sums which have been paid up in advance of calls will not count as paid up for this purpose. If the terms of any share say that it will be entitled to a dividend as if it were a fully paid up, or partly paid up, share from a particular date (in the past or future), it will be entitled to a dividend on this basis. This article applies unless these articles, the rights attached to any shares, or the terms of any shares, say otherwise.

**129. Currency of Dividends**

(A) Unless the rights attached to any shares, the terms of any shares or these articles say otherwise, a dividend or any other money payable in respect of a share can be declared and paid in any currency the directors decide using an exchange rate selected by the directors for any currency conversions required. The directors can also decide how any costs relating to the choice of currency will be met.

(B) The directors can offer shareholders the choice to receive dividends and other money payable in respect of their shares in a currency other than that in which the dividend or other money payable is declared on such terms and conditions as the directors may prescribe from time to time.

**130. Amounts Due on Shares can be Deducted from Dividends**

If a shareholder owes the company any money for calls on shares or money in any other way relating to his shares, the directors can deduct any of this money from any dividend or other money payable to the shareholder on or in respect of any share held by him. Money deducted in this way can be used to pay amounts owed to the company.

**131. No Interest on Dividends**

Unless the rights attached to any shares, or the terms of any shares, say otherwise, no dividend or other sum payable by the company on or in respect of its shares carries a right to interest from the company.

**132. Payment Procedure**

(A) Any dividend or other money payable in cash relating to a share can be paid by sending a cheque, warrant or similar financial instrument payable to the shareholder who is entitled to it by post addressed to his registered address. Or it can be made payable to someone else named in a written instruction from the shareholder (or all joint shareholders) and sent by post to the address specified in that instruction. A dividend

can also be paid by inter-bank transfer or by other electronic means (including payment through CREST) directly to an account with a bank or other financial institution (or other organisation operating deposit accounts if allowed by the company) named in a written instruction from the person entitled to receive the payment under this article. Such account is to be an account in the United Kingdom unless the share on which the payment is to be made is held by Euroclear Nederland and the Securities Giro Act applies to such share. Alternatively, a dividend can be paid in some other way requested in writing by the shareholder (or all joint shareholders) and agreed with the company.

(B) For joint shareholders or persons jointly entitled to shares by law, payment can be made to the shareholder whose name stands first in the register. The company can rely on a receipt for a dividend or other money paid on shares from any one of them on behalf of all of them.

(C) Cheques, warrants and similar financial instruments are sent, and payment in any other way is made, at the risk of the person who is entitled to the money. The company is treated as having paid a dividend if the cheque, warrant or similar financial instrument is cleared or if a payment is made through CREST, bank transfer or other electronic means. The company will not be responsible for a payment which is lost or delayed.

(D) Dividends can be paid to a person who has become entitled to a share by law as if he were the holder of the share.

**133. Uncashed Dividends**

(A) The company can stop sending dividend payments through the post, or cease using any other method of payment (including payment through CREST), for any dividend if:

(i) for two consecutive dividends:

(a) the dividend payments sent through the post have been returned undelivered or remain uncashed during the period for which they are valid; or

(b) the payments by any other method have failed; or

(ii) for any one dividend:

(a) the dividend payment sent through the post has been returned undelivered or remains uncashed during the period for which it is valid; or

(b) the payment by any other method has failed,

and reasonable enquiries have failed to establish any new address or account of the registered shareholder.

(B) Subject to these articles, the company must recommence sending dividend payments if requested in writing by the shareholder or the person entitled to a share by law.

**134. Forfeiture of Unclaimed Dividends**

Where any dividends or other amounts payable on a share have not been claimed, the directors can invest them or use them in any other way for the company's benefit until they are claimed. The company will not be a trustee of the money and will not be liable to pay interest on it. If a dividend or other money has not been claimed for 12 years after being declared or becoming due for payment, it will be forfeited and go back to the company unless the directors decide otherwise.

**135. Dividends Not in Cash**

If recommended by the directors, the company can pass an ordinary resolution that a dividend be paid wholly or partly by distributing specific assets (and, in particular, paid up shares or debentures of any other company). Where any difficulty arises on such a distribution, the directors can resolve it as they decide. For example, they can:

(i) authorise any person to sell and transfer any fractions;

(ii) ignore any fractions;

(iii) value assets for distribution purposes;

(iv) pay cash of a similar value to adjust the rights of shareholders; and/or

(v) vest any assets in trustees for the benefit of more than one shareholder.

**136. Scrip Dividends**

The directors can offer ordinary shareholders (excluding any shareholder holding shares as treasury shares) the right to choose to receive extra ordinary shares, which are credited as fully paid up, instead of some or all of their cash dividend. Before they can do this, shareholders must have passed an ordinary resolution authorising the directors to make this offer.

(i) The ordinary resolution can apply to some or all of a particular dividend or dividends. Or it can apply to some or all of the dividends which may be declared or paid in a specified period. The specified period must not end later than the fifth anniversary of the date on which the ordinary resolution is passed.

(ii) The directors can also offer shareholders the right to request new shares instead of cash for all future dividends (if a share alternative is available), until they tell the company that they no longer wish to receive new shares.

(iii) A shareholder will be entitled to A shares or B shares whose total "relevant value" is as near as possible to the cash dividend he would have received (disregarding any tax credit), but not more than it. The relevant value of a share is the average value of the A shares or B shares (as applicable) for the five dealing days starting from, and including, the day when the shares are first quoted "ex dividend". This average value is worked out from the market value of the A shares or B shares (as applicable) for the relevant dealing days.

(iv) The ordinary resolution can require that the relevant value is worked out in some different way. A certificate or report by the auditors stating the relevant value of a share for any dividend will be conclusive evidence of that value.

(v) After the directors have decided how many new shares ordinary shareholders will be entitled to, they can notify them in writing of their right to opt for new shares. This notice should also say how, where and when shareholders must notify the company if they wish to receive new shares. Where shareholders have opted to receive new shares in place of all future dividends, if new shares are available, the company will not need to notify them of a right to opt for new shares. No shareholders will receive a fraction of a share. The directors can decide how to deal with any fractions left over. For example, they can decide that the benefit of these fractions belongs to the company or that fractions are ignored or deal with fractions in some other way.

(vi) If a notice informing any shareholders of their right to opt for new shares is accidentally not sent or is not received, the offer will not be invalid as a result nor give rise to any claim, suit or action.

(vii) The directors can exclude or restrict the right to opt for new shares or make any other arrangements where they decide that this is necessary or convenient to deal with any of the following legal or practical problems:

(a) problems relating to laws of any territory; or

(b) problems relating to the requirements of any recognised regulatory body or stock exchange in any territory,

or where the directors believe that for any other reason the right should not be given.

(viii) If a shareholder has opted to receive new shares, no dividend on the shares for which he has opted to receive new shares (which are called the “elected shares”), will be declared or payable. Instead, new ordinary shares will be allotted on the basis set out earlier in this article. To do this, the directors will convert into capital the sum equal to the total amount of the new ordinary shares to be allotted. They will use this sum to pay up in full the appropriate number of new ordinary shares. These will then be allotted and distributed to the holders of the elected shares on the basis set out above. The sum to be converted into capital can be taken from:

(a) any amount which is then in any reserve or fund (including the share premium account, any capital redemption reserve, any merger reserve and the profit and loss account); or

(b) any other sum which is available to be distributed.

(ix) The new ordinary shares will rank equally in all respects with the existing fully paid up ordinary shares at the time when the new ordinary shares are allotted.

But they will not be entitled to share in the dividend from which they arose, or to have new shares instead of that dividend.

(x) The directors can decide that new shares will not be available in place of any cash dividend. They can decide this at any time before new shares are allotted in place of such dividend, whether before or after shareholders have opted to receive new shares.

(xi) The directors can decide how any costs relating to making new shares available in place of a cash dividend will be met. For example, they can decide that an amount will be deducted from the entitlement of a shareholder under this article.

(xii) Unless the directors decide otherwise or unless the Uncertificated Securities Regulations and/or the rules of CREST require otherwise, any new ordinary shares which a shareholder has chosen to receive instead of some or all of his cash dividend will be:

(a) CREST shares if the corresponding elected shares were CREST shares on the record date for that dividend; and

(b) certificated shares if the corresponding elected shares were certificated shares on the record date for that dividend.

(xiii) Unless the directors decide otherwise, any new ordinary shares which a shareholder has chosen to receive instead of some or all of his cash dividend will be:

(a) A shares if the corresponding elected shares are A shares; and

(b) B shares if the corresponding elected shares are B shares.

**137. Power to Capitalise Reserves and Funds**

(A) If recommended by the directors, the company's shareholders can pass an ordinary resolution to capitalise any sum:

(i) which is part of any of the company's reserves (including premiums received when any shares were issued, capital redemption reserves, merger reserves or other undistributable reserves); or

(ii) which the company is holding as net profits.

(B) Unless the ordinary resolution states otherwise, the directors will use the sum which is capitalised by setting it aside for the ordinary shareholders on the register at the close of business on the day the resolution is passed (or another date stated in the resolution or fixed as stated in the resolution) and in the same proportions as the ordinary shareholders' entitlement to dividends (or in other proportions stated in the resolution or fixed as stated in the resolution). The sum set aside can be used:

(i) to pay up some or all of any amount on any issued shares which has not already been called, or paid in advance; or

(ii) to pay up in full unissued shares, debentures or other securities of the company which would then be allotted and distributed, credited as fully paid, to shareholders.

However, a share premium account, a capital redemption reserve, a merger reserve or any reserve or fund representing unrealised profits, can only be used to pay up in full the company's unissued shares. Where the sum capitalised is used to pay up in full unissued shares, the company is also entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury shares and the proportionate entitlement of the relevant class of shareholders to the distribution will be calculated on this basis.

(C) The directors can appoint any person to sign a contract with the company on behalf of those who are entitled to shares, debentures or other securities under the resolution. Such a contract is binding on all concerned.

**138. Settlement of Difficulties in Distribution**

If any difficulty arises in connection with any distribution of any capitalised reserve or fund, the directors can resolve it in any way which they decide. For example, they can deal with entitlements to fractions by deciding that the benefit of fractions belong to the company or that fractions are ignored or deal with fractions in some other way.

**139. Power to Choose Any Record Date**

This article applies to any dividend on any shares, or any distribution, allotment or issue to the holders of any shares. These can be paid or made to the registered holder or holders of the shares, or to anyone entitled in any other way, at a particular time on a particular day selected by the directors. They will be based on the number of shares registered at that time on that day, even if this is before any resolution to authorise what is being done was passed. This article applies whether what is being done is the result of a resolution of the directors, or a resolution at a general meeting. The time and date can be before the dividend or distribution is to be paid or the allotment or issue of share is to be made, or before any relevant resolution was passed.

**140. Records to be Kept**

The directors must ensure that proper accounting records that comply with the legislation are kept to record and explain the company's transactions and show its financial position with reasonable accuracy.

**141. Inspection of Records**

A shareholder is not entitled to inspect any of the company's accounting records or other books or papers unless:

(i) the legislation or a proper court order gives him that right;

(ii) the directors authorise him to do so; or

(iii) the shareholders authorise him to do so by ordinary resolution.

**142. Summary Financial Statements**

The company can send summary financial statements to its shareholders instead of copies of its full reports and accounts and for the purposes of this article sending includes using electronic communications and publication on a website in accordance with the legislation.

**143. Service of Notices**

(A) The company can send any notice or other document, including a share certificate, to a shareholder:

(i) by delivering it to him personally;

(ii) by addressing it to him and posting it to, or leaving it at, the shareholder's registered address;

(iii) through CREST, where the notice or document relates to CREST shares; or

(iv) as authorised in writing by the relevant shareholder.

(B) Where appropriate the company can also send any notice or other document by using electronic communications and by publication on a website in accordance with the legislation.

(C) Where there are joint shareholders, the notice or other document can be sent to any one of the joint holders and will be treated as having been sent to all the joint holders.

**144. Record Date for Service**

Where the company sends notices or documents to shareholders, it can do so by reference to the shareholders' register as it stands at any time not more than 15 days before the date the notice or document is sent. Any change of details on the register after that time will not invalidate the sending and the company is not obliged to send the same notice or document to any person entered on the shareholders' register after the date selected by the company.

**145. Members Resident Abroad or on Branch Registers**

(A) If a shareholder's address on the register is outside the United Kingdom or The Netherlands, he can give the company a United Kingdom or a Netherlands postal address to which notices and other documents can be sent to him. If he does, he is entitled to have notices and other documents sent to him at that address. Alternatively, a shareholder whose address on the register is outside the United Kingdom or The Netherlands can give the company an address for the purposes of electronic communications. If he does, notices and other documents may be sent to him at that

address, but this will be at the absolute discretion of the directors. Otherwise, subject to the provisions of the Listing Rules, he is not entitled to receive any notices or other documents from the company.

(B) For a shareholder registered on a branch register, notices or documents can be posted or despatched in the United Kingdom or in the country where the branch register is kept.

**146. Service of Notices on Persons Entitled by Transmission**

This article applies where a shareholder has died or become bankrupt or is in liquidation, or where someone else has otherwise become entitled by law to that shareholder's shares, but is still registered as a shareholder. It applies whether he is registered as a sole or joint shareholder. A person who is entitled to that shareholder's shares by law, and who proves this to the reasonable satisfaction of the directors, can give the company a United Kingdom or Netherlands postal address for the sending of notices and other documents. If this is done, notices and other documents must be sent to that address. Alternatively, a person who is entitled to that shareholder's shares by law, and who proves this to the reasonable satisfaction of the directors, can give the company an address for the purposes of electronic communications. If this is done, notices or documents may be sent to him at that address, but this will be at the absolute discretion of the directors. Otherwise, if any notice or other document is sent to the shareholder named on the register, this will be valid despite his death, bankruptcy or liquidation or the fact that any other event giving rise to an entitlement to the shares by law has occurred. This applies even if the company knew about these things. If notices or other documents are sent in accordance with this article, there is no need to send them to any other persons who may be involved.

**147. When Notice Deemed Served**

(A) If a notice or document is sent by the company by inland post, it is treated as being received the day after it was posted if first class post (or a service similar to first class post) was used or 72 hours after it was posted if first class post (or a service similar to first class post) was not used. If a notice or document is sent by the company by airmail, it is treated as being received 72 hours after it was posted. In proving that a notice or document was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.

(B) If a notice or document is left by the company at a shareholder's registered address or at a postal address notified to the company in accordance with these articles by a shareholder or a person who is entitled to a share by law, it is treated as being received on the day it was left.

(C) If a notice is sent through CREST, it is treated as being received when the company, or any CREST participant acting for the company, sends the issuer-instruction relating to the notice.

(D) If a notice or document is sent by the company using electronic communications it is treated as being received on the day after it was sent. In the case of publication on a website, the notice or document is treated as being received on the day after notice of

the publication and the address of the website is sent. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

(E) If a notice or document is sent by the company by any other means authorised in writing by a shareholder, it is treated as being received when the company has done what it was authorised to do by that shareholder.

**148. Notice When Post Not Available**

If a general meeting cannot be called by sending notices through the post or by electronic communications because the postal service in any country to which notices will be sent to, or from which notices will be sent, or some part of such country, or the relevant electronic mail system is suspended or restricted, the directors can give notice of the meeting to shareholders affected by the suspension or restriction by publishing a notice in at least one United Kingdom and one Dutch national newspaper. Notice published in this way will be treated as being properly served on affected shareholders who are entitled to receive it on the day the advertisement appears. If it becomes generally possible to send notices by post or by electronic communications again at least six clear days before the meeting, the directors will send a copy of the notice by post or by electronic communications to those entitled to receive it by way of confirmation.

**149. Presumption Where Documents Destroyed**

(A) The company can destroy or delete:

(i) all transfer forms or Operator-instructions transferring shares, and documents sent to support a transfer, and any other documents which were the basis for making an entry by the company on the register, after six years from the date of registration;

(ii) all dividend and other payment instructions and notifications of a change of address or name, after two years from the date these were recorded; and

(iii) all cancelled share certificates, after one year from the date they were cancelled.

(B) If the company destroys or deletes a document under this article, it is conclusively treated as having been a valid and effective document in accordance with the company's records relating to the document. Any action of the company in dealing with the document in accordance with its terms before it was destroyed or deleted is conclusively treated as having been properly taken.

(C) This article only applies to documents which are destroyed or deleted in good faith and where the company is not on notice of any claim to which the document may be relevant.

(D) If the documents relate to CREST shares, the company must comply with any requirements of the Uncertificated Securities Regulations which limit its ability to destroy these documents.

(E) This article does not make the company liable if:

(i) it destroys or deletes a document earlier than the time limit referred to in article 149(A);

(ii) it does not comply with the conditions in article 149(C); or

(iii) the company would not be liable if this article did not exist.

(F) This article applies whether a document is destroyed or deleted or disposed of in some other way.

**150. Distribution of Assets Otherwise Than in Cash**

If the company is wound up (whether the liquidation is voluntary, under supervision of the court or by the court), the liquidator can, with the authority of an extraordinary resolution passed by the shareholders and any other sanction required by the legislation, divide among the shareholders (excluding any shareholder holding shares as treasury shares) the whole or any part of the assets of the company. This applies whether the assets consist of property of one kind or different kinds. For this purpose, the liquidator can set such value as he considers fair upon any property and decide how such division is carried out as between shareholders or different groups of shareholders. The liquidator can transfer any part of the assets to trustees upon such trusts for the benefit of shareholders as the liquidator, acting under that resolution, decides. However, no shareholder can be compelled to accept any shares or other property under this article which carry a liability.

**151. Indemnity of Officers**

As far as the legislation allows this, the company can:

(i) indemnify any director of the company, of any associated company or of any affiliate against any liability; and

(ii) purchase and maintain insurance against any liability for any director of the company, of any associated company or of any affiliate.

In this article, the term “director” shall include any former director.

**152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a lawyer qualified to practise in a common law jurisdiction within the Commonwealth (as constituted on 12 May 2005) and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The place of arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se*. This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) "company" shall be read so as to include each and any of the company's subsidiary undertakings from time to time; and

(ii) "director" shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) "professional service providers" shall be read so as to include the company's auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent

such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).

## GLOSSARY

### About the Glossary

This Glossary is to help readers understand the company's memorandum and articles. Words are explained as they are used in the memorandum and articles — they might mean different things in other documents. This Glossary is not legally part of the memorandum or articles, and it does not affect their meaning. The explanations are intended to be a general guide — they are not precise. Words and expressions which are printed in bold in a definition have their own general explanation of their meaning which is contained in this Glossary.

**abrogate** If the **special rights** of a share are abrogated, they are cancelled or withdrawn.

**adjourn** Where a meeting breaks up, to be continued at a later time or day, at the same or a different place.

**allot** When new shares are allotted, they are set aside for the person they are intended for. This will normally be after the person has agreed to pay for a new share, or has become entitled to a new share for any other reason. As soon as a share is allotted, that person has the right to have his name put on the register of shareholders. When he has been registered, the share has also been **issued**.

**asset** Anything which is of any value to its owner.

**attorney** An attorney is a person who has been appointed to act for another person. The person is appointed by a formal document, called a "**power of attorney**".

**authorised share capital** The total number of shares which a company has the potential, under its memorandum of association, to have **in issue** at any time. Authorised share capital includes all the shares which a company has **in issue** at any time as well as any shares which have been authorised by a shareholder's meeting but are not yet **issued** (whether or not authority to **issue** them has been given under the company's articles).

**brokerage** Commission which is paid to a broker by a company **issuing** shares where the broker's clients have applied for shares.

**call** A call to pay money which is due on shares which has not yet been paid. This happens if the company **issues** shares which are partly paid, where money remains to be paid to the company for the shares. The money which has not been paid can be "called" for. If all the money to be paid on a share has been paid, the share is called a "**fully paid share**".

**capitalise** To convert some or all of the **reserves** of a company into capital (such as shares).

**capital redemption reserve** A **reserve** which a company may have to set up to maintain the level of its capital base when shares are **redeemed** or bought back.

**certificated form** A shareholder holds a share or other security in certificated form if it is not able to be held in **uncertificated form** or, if it is able to be held in **uncertificated form** but that shareholder has requested that a certificate be issued for that share or other **security** (see also **uncertificated form**).

**company representative** If a corporation owns shares, it can appoint a company representative to attend a shareholders' meeting to speak and vote for it.

**consolidate** When shares are consolidated, they are combined with other shares — for example, three £1 shares might be consolidated into one new £3 share.

**debenture** A typical debenture is a long-term borrowing by a company. The loan usually has to be repaid at a fixed date in the future and carries a fixed rate of interest.

**declare** Generally, when a dividend is declared, it becomes due to be paid.

**electronic communication** An electronic communication is a communication by means of a telecommunications system or some other system but while in electronic form. It includes fax and telephone communications and also electronic mail.

**entitled to a share by law** In some situations, a person will be entitled to have shares which are registered in somebody else's name registered in his own name or to require the shares to be transferred to another person. When a shareholder dies, or the sole survivor of joint shareholders dies, his **personal representatives** have this right. If a shareholder is made bankrupt, his **trustee** in bankruptcy has the right.

**ex-dividend** Once a share has gone ex-dividend, a person who buys the share in the market will not be entitled to the dividend which has been declared shortly before it was bought. The seller remains entitled to this dividend even though it will be paid after he has sold his share.

**executed** A document is executed when it is signed or sealed or made valid in some other way.

**exercise** When a power is exercised, it is used.

**extraordinary resolution** A decision reached by a majority of at least 75 per cent. of votes cast. Shareholders must be given at least 14 days' notice of any extraordinary resolution.

**forfeit** and **forfeiture** When a share is forfeited it is taken away from the shareholder and goes back to the company. This process is called "forfeiture". This can happen if a **call** on a **partly paid share** is not paid on time.

**fully paid shares** When all of the money or other property which is due to the company for a share has been paid or received, a share is called a "fully paid share".

**indemnity** and **indemnify** If a person gives another person an indemnity, he promises to make good any losses or damage which the other might suffer. The person who gives the indemnity is said to "indemnify" the other person.

**in issue** See **issue**.

**instruments** Formal legal documents.

**issue** When a share has been issued, everything has been done by a company to make the shareholder the owner of the share. In particular, the shareholder's name has been put on the register. Existing shares which have been issued are called "**in issue**".

**lien** Where the company has a lien over shares, it can take the dividends, and any other payments relating to the shares which it has a lien over, or it can sell the shares, to repay the debt and so on.

**members** Shareholders.

**nominal amount** or **nominal value** The amount of the share shown in a company's account. The nominal value of both the A shares and the B shares is €0.07. This amount is shown on the share certificate for a share. When a company **issues** new shares this can be for a price which is at a **premium** to the nominal value. When shares are bought and sold on the stock market this can be for more, or less, than the nominal value. The nominal value is sometimes also called the "par value".

**officer** The term officer includes (subject to the provisions of the articles) a director, secretary, any employee who reports directly to a director or any other person who the directors decide should be an officer.

**Operator** A person approved by the Treasury under the Uncertificated Securities Regulations as operator of a **relevant system**.

**Operator-instruction** A properly authenticated instruction sent by or on behalf of an **Operator** and sent or received by means of a **relevant system**.

**ordinary resolution** A decision reached by a simple majority of votes — that is by more than 50 per cent. of the votes cast.

**partly paid shares** If any money remains to be paid on a share, it is said to be partly paid. The unpaid money can be "**called**" for.

**personal representatives** A person who is entitled to deal with the property (the "estate") of a person who has died. If the person who has died left a valid will, the will appoints "executors" who are personal representatives. If the person died without a will, the courts will appoint one or more "administrators" to be the personal representatives.

**poll** On a vote taken on a poll, the number of votes which a shareholder has will depend on the number of shares which he owns. An ordinary shareholder has one vote for each share he owns. A poll vote is different to a vote taken on a **show of hands**, where each person who is entitled to vote has just one vote, however many shares he owns.

**power of attorney** A formal document which legally appoints one or more persons to act on behalf of another person.

**pre-emption rights** The right of some shareholders which is given by the Companies Act to be offered a proportion of certain classes of newly issued shares and other securities before they are offered to anyone else. This offer must be made on terms which are at least as favourable as the terms offered to anyone else.

**premium** If a company **issues** a new share for more than its **nominal value**, the amount above the **nominal value** is the premium.

**proxy** A proxy is a person who is appointed by a shareholder to attend a meeting and vote for that shareholder. A proxy is appointed by using a **proxy form**, which may be electronic. A proxy does not have to be a shareholder. A proxy can vote both on a poll and on a show of hands under the company's articles.

**proxy form** A form (including an electronic form) which a shareholder uses to appoint a **proxy** to attend a meeting and vote for him. A proxy form is also used to instruct a proxy in terms of the number of shares in respect of which the proxy is entitled to vote and how he is to exercise the votes attaching to those shares. The proxy forms are sent out by the company and must be returned to the company before the meeting to which they relate.

**quorum** The minimum number of shareholders or directors who must be present before a shareholders' or, as appropriate, directors' meeting can start. When this number is reached, the meeting is said to be "quorate".

**rank** When either capital or income is distributed to shareholders, it is paid out according to the rank (or ranking) of the shares. For example, a share which ranks ahead of (or above) another share in sharing in a company's income is entitled to have its dividends paid first, before any dividends are paid on shares which rank below (or after) it. If there is not enough income to pay dividends on all shares, the available income must be used first to pay dividends on shares which rank first, and then to shares which rank next. The same applies for repayments of capital. Capital must be paid first to shares which rank first in sharing in the company's capital, and then to shares which rank next. A company's preference shares (if it has any) generally rank ahead of its ordinary shares.

**recognised investment exchange** An investment exchange which has been officially recognised by the UK authorities. An investment exchange is a place where investments, such as shares, are traded. The London Stock Exchange is a recognised investment exchange.

**redeem, redemption** and **redeemable** When a share is redeemed, it goes back to the company in return for a sum of money which was fixed (or calculated from a formula fixed) before the share was **issued**. This process is called "redemption". A share which can be redeemed is called a "redeemable" share.

**relevant system** This is a term used in the legislation for a computer system which allows shares without share certificates to be transferred without using transfer forms. The CREST system for paperless share dealing is a "relevant system".

**renounces** and **renunciation** Where a share has been **allotted**, but nobody has been entered on the share register for the share, it can be renounced to another person. This transfers the right to have the share registered to another person. This process is called "renunciation".

**requisition** A formal process which shareholders can use to call a meeting of shareholders. Generally speaking the shareholders who want to call a meeting must hold at least 10 per cent. of the **issued** shares.

**reserves** A fund which has been set aside in the accounts of a company — profits which are not paid out to shareholders as dividends, or used up in some other way, are held in a reserve by the company.

**revoke** To withdraw or cancel.

**share premium account** If a new share is **issued** by a company for more than its **nominal value**, the amount above the **nominal value** is the **premium** and the total of these **premiums** is held in a **reserve** (which cannot be used to pay dividends) called the share premium account.

**show of hands** A vote where each person who is entitled to vote has just one vote, however many shares he holds.

**special notice** If special notice of a resolution is required by the legislation, the resolution is not valid unless the company has been told about the intention to propose it at least 28 days before the meeting at which it is proposed.

**special resolution** A decision reached by a majority of at least 75 per cent. of votes cast. Shareholders must be given at least 21 days' notice of any special resolution.

**special rights** These are the rights of a particular class of shares as distinct from rights which apply to all shares generally. Typical examples of special rights are: where the shares **rank**; their rights to sharing in income and **assets**; and voting rights.

**statutory declaration** A formal way of declaring something in writing. Particular words and formalities must be used — these are laid down by the Statutory Declarations Act of 1835.

**subdivide** When shares are subdivided they are split into shares which have a smaller **nominal amount**. For example, a £1 share might be subdivided into two 50p shares.

**subject to** Means that something else has priority, or prevails, or must be taken into account. When a statement is subject to something this means that the statement must be read in the light of that other thing, which will prevail if there is any conflict.

**subsidiary** A company which is controlled by another company (for example, because the other company owns a majority of its shares) is called a subsidiary of that company. This is defined in more detail in the Companies Act.

**subsidiary undertaking** This is a term used by the Companies Act. It has a wider meaning than **subsidiary**. Generally speaking, it is a company which is controlled by another company because the other company:

- has a majority of the votes in the company, either alone or acting with others;
- is a shareholder who can appoint or remove a majority of the directors; or
- can **exercise** dominant influence over the company because of anything in the company's memorandum or articles or because of a certain kind of contract.

**treasury shares** Shares in the company which were bought by the company as provided by the legislation and which have been held by the company continuously since being bought are called treasury shares.

**trustees** Persons who hold property of any kind for the benefit of one or more other persons under a kind of arrangement which the law treats as a “trust”.

**uncertificated form** A share or other security is held in uncertificated form if no certificate has been issued for it. A share or other security held in uncertificated form is eligible for settlement in CREST or any other **relevant system**.

**underwriting** A person who agrees to buy new shares if they are not bought by other persons underwrites the share offer.

**warrant** or **dividend warrant** Similar to a cheque for a dividend.

**wind up** The formal process to put an end to a company. When a company is wound up, its **assets** are distributed. The **assets** go first to creditors who have supplied property and services and then to shareholders. Shares which **rank** above other shares in sharing in the company’s **assets** will receive any funds which are left over before any shares which **rank** after (or below) them.

CD042820099

**ARTICLES OF ASSOCIATION**

**OF**

**ROYAL DUTCH SHELL PLC**

**(ARTICLES ADOPTED ON 17 MAY 2005)**

**Slaughter and May**
**One Bunhill Row**
**London EC1Y 8YY**
**(Ref: RJYT/RLC)**
**CD042820099**

**CONTENTS**

**Exhibit 4.1**

**FORM OF CLASS A DEPOSIT AGREEMENT**

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**ROYAL DUTCH SHELL plc**

**and**

**JPMORGAN CHASE BANK, N.A.**

**As Depositary**

**and**

**OWNERS AND BENEFICIAL OWNERS OF AMERICAN DEPOSITARY RECEIPTS**

**Deposit Agreement**

**Dated as of ___, 2005**

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[A1]

EXHIBIT A

Form of Receipt

**DEPOSIT AGREEMENT**

**DEPOSIT AGREEMENT** dated as of ___, 2005, among ROYAL DUTCH SHELL plc, incorporated under the laws of England and Wales (herein called the Company), JPMORGAN CHASE BANK, N.A., a national banking association organized under the laws of the United States (herein called the Depositary), and all Owners and Beneficial Owners from time to time of American Depositary Receipts issued hereunder.

**W I T N E S S E T H :**

**WHEREAS**, the Company desires to provide, as hereinafter set forth in this Deposit Agreement, for the deposit of Shares (as hereinafter defined) of the Company from time to time with the Depositary or with the Custodian (as hereinafter defined) as agent of the Depositary for the purposes set forth in this Deposit Agreement, for the creation of American Depositary Shares representing the Shares so deposited and for the execution and delivery of American Depositary Receipts evidencing the American Depositary Shares; and

**WHEREAS**, the American Depositary Receipts are to be substantially in the form of Exhibit A annexed hereto, with appropriate insertions, modifications and omissions, as hereinafter provided in this Deposit Agreement;

**NOW, THEREFORE**, in consideration of the premises, it is agreed by and among the parties hereto as follows:

**ARTICLE 1. DEFINITIONS**

The following definitions shall for all purposes, unless otherwise clearly indicated, apply to the respective terms used in this Deposit Agreement:

SECTION 1.01. American Depositary Shares.

The term “American Depositary Shares” shall mean the securities representing the interests in the Deposited Securities and evidenced by the Receipts issued hereunder. Each American Depositary Share shall represent the number of Shares specified in Exhibit A annexed hereto, until there shall occur a distribution upon Deposited Securities covered by Section 4.03 or a change in Deposited Securities covered by Section 4.08 with respect to which additional Receipts are not executed and delivered, and thereafter American Depositary Shares shall represent the amount of Shares or Deposited Securities specified in such Sections.

SECTION 1.02. Beneficial Owner.

The term “Beneficial Owner” shall mean each person owning from time to time any beneficial interest in the American Depositary Shares evidenced by any Receipt.

SECTION 1.03. Commission.

The term “Commission” shall mean the Securities and Exchange Commission of the United States or any successor governmental agency in the United States.

SECTION 1.04. Company.

The term “Company” shall mean Royal Dutch Shell plc, incorporated under the laws of England and Wales, and its successors.

SECTION 1.05. Custodian.

The term “Custodian” shall mean the principal Amsterdam office of ING Groep NV, as agent of the Depositary for the purposes of this Deposit Agreement, and any other firm or corporation which may hereafter be appointed by the Depositary pursuant to the terms of Section 5.05, as substitute or additional custodian or custodians hereunder, as the context shall require and shall also mean all of them collectively.

SECTION 1.06. Deliver; Surrender.

(a) The term “deliver”, or its noun form, when used with respect to Shares shall mean (i) one or more book-entry transfers to an account or accounts maintained with a depository institution authorized under the laws of England and Wales to effect book-entry transfers of such securities or (ii) the physical transfer of certificates representing Shares.

(b) The term “deliver”, or its noun form, when used with respect to Receipts, shall mean (i) one or more book-entry transfers of American Depositary Shares on the Direct Registration System or to an account or accounts at The Depository Trust Company (“DTC”) designated by the person entitled to such delivery or (ii) if requested by the person entitled to such delivery, to delivery at the Principal Office of the Depositary of one or more Receipts.

(c) The term “surrender”, when used with respect to Receipts, shall mean (i) one or more book-entry transfers of American Depositary Shares on the Direct Registration System or to the DTC account of the Depositary or (ii) surrender to the Depositary at its Principal Office of one or more Receipts.

SECTION 1.07. Deposit Agreement.

The term “Deposit Agreement” shall mean this Deposit Agreement, as the same may be amended from time to time in accordance with the provisions of this Deposit Agreement.

SECTION 1.08. Depositary; Principal Office.

The term “Depositary” shall mean JPMorgan Chase Bank, N.A., a national banking association organized under the laws of the United State, and any successor as depositary hereunder. The term “Principal Office”, when used with respect to the Depositary, shall mean the office of the

Depositary which at the date of this Agreement is Four New York Plaza, New York, New York 10004.

SECTION 1.09. Deposited Securities.

The term "Deposited Securities" as of any time shall mean Shares at such time deposited or deemed to be deposited under this Deposit Agreement and any and all other securities, property and cash received by the Depositary or the Custodian in respect thereof and at such time held hereunder, subject as to cash to the provisions of Section 4.05.

SECTION 1.10. Direct Registration System.

The term "Direct Registration System" means the system for the uncertificated registration of ownership of securities established by DTC and utilized by the Depositary pursuant to which the Depositary may record the ownership of Receipts without the issuance of a certificate, which ownership shall be evidenced by periodic statements issued by the Depositary to the Holders entitled thereto. For purposes hereof, the Direct Registration System shall include access to the Profile Modification System maintained by DTC which provides for automated transfer of ownership between DTC and the Depositary ("DRS/Profile").

SECTION 1.11. Dollars; GBP; Euro.

The term "Dollars" shall mean United States dollars. The term "GBP" shall mean United Kingdom pounds. The term "euro" shall mean the single currency of the participating Member States in the Third Stage of European Economic and Monetary Union of the Treaty Establishing the European community, as amended from time to time.

SECTION 1.12. Foreign Registrar.

The term "Foreign Registrar" shall mean the entity that presently carries out the duties of registrar for the Shares or any successor as registrar for the Shares and any other appointed agent of the Company for the transfer and registration of Shares.

SECTION 1.13. Owner.

The term "Owner" shall mean the person in whose name a Receipt is registered on the books of the Depositary maintained for such purpose.

SECTION 1.14. Receipts; Direct Registration Receipts.

The term "Receipts" shall mean the American Depositary Receipts issued hereunder, including Pre-Released Receipts, evidencing American Depositary Shares. The term "Direct Registration Receipts" shall mean book entry notations recorded on the Direct Registration System which are evidenced by periodic statements from the Depositary.

References to “Receipts” shall include Direct Registration Receipts, unless the context otherwise requires.

SECTION 1.15. Registrar.

The term “Registrar” shall mean any bank or trust company having an office in the Borough of Manhattan, The City of New York, which shall be appointed, after consultation with the Company, to register Receipts and transfers of Receipts as herein provided.

SECTION 1.16. Restricted Securities.

The term “Restricted Securities” shall mean Shares, or Receipts representing such Shares, which are acquired directly or indirectly from the Company, or any affiliate (as defined in Rule 144 to the Securities Act of 1933) of the Company, in a transaction or chain of transactions not involving any public offering, or which are held by an officer, director (or persons performing similar functions) or other affiliate of the Company, or which would require registration under the Securities Act of 1933 in connection with the public offer and sale thereof in the United States, or which are subject to other restrictions on sale or deposit under the laws of the United States or England and Wales, or under a shareholder agreement or the Memorandum or Articles of Association of the Company.

SECTION 1.17. Securities Act of 1933.

The term “Securities Act of 1933” shall mean the United States Securities Act of 1933, as from time to time amended.

SECTION 1.18. Shares.

The term “Shares” shall mean Class A ordinary shares in registered form of the Company heretofore validly issued and outstanding and fully paid, nonassessable and that were not issued in violation of any pre-emptive or similar rights of the holders of outstanding Shares or hereafter validly issued and outstanding and fully paid, nonassessable and that are not issued in violation of any pre-emptive or similar rights of the holders of outstanding Shares or interim certificates representing such Shares; provided, however, that, if there shall occur any change in nominal value, a split-up or consolidation or any other reclassification or, upon the occurrence of an event described in Section 4.08, an exchange or conversion in respect of the Shares of the Company, the term “Shares” shall thereafter also mean the successor securities resulting from such change in nominal value, split-up or consolidation or such other reclassification or such exchange or conversion. Shares may be certificated or uncertificated.

**ARTICLE 2. FORM OF RECEIPTS, DEPOSIT OF SHARES, EXECUTION AND DELIVERY, TRANSFER AND SURRENDER OF RECEIPTS**

SECTION 2.01. Form and Transferability of Receipts.

Definitive Receipts shall be substantially in the form set forth in Exhibit A annexed to this Deposit Agreement, with appropriate insertions, modifications and omissions, as hereinafter provided. No Receipt shall be entitled to any benefits under this Deposit Agreement or be valid or obligatory for any purpose, unless such Receipt shall have been either issued through the Direct Registration System or executed by the Depositary by the manual signature of a duly authorized signatory of the Depositary; provided, however, that such signature may be a facsimile if a Registrar for the Receipts shall have been appointed and such Receipts are countersigned by the manual signature of a duly authorized officer of the Registrar. The Depositary shall maintain books on which each Receipt so issued, executed and/or delivered as hereinafter provided and the transfer of each such Receipt shall be registered. Receipts bearing the manual or facsimile signature of a duly authorized signatory of the Depositary who was at any time a proper signatory of the Depositary shall bind the Depositary, notwithstanding that such signatory has ceased to hold such office prior to the execution and delivery of such Receipts by the Registrar or did not hold such office on the date of issuance of such Receipts.

The Receipts may be endorsed with or have incorporated in the text thereof such legends or recitals or modifications not inconsistent with the provisions of this Deposit Agreement as may be required by the Depositary or required to comply with any applicable law or regulations thereunder or with the rules and regulations of any securities exchange upon which American Depositary Shares may be listed or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Receipts are subject by reason of the date of issuance of the underlying Deposited Securities or otherwise.

Notwithstanding anything in this Deposit Agreement or in the Receipts to the contrary, American Depositary Shares shall be evidenced by Direct Registration Receipts, unless certificated Receipts are specifically requested by the Owner. Owners shall be bound by the terms and conditions of this Deposit Agreement and of the form of Receipt, regardless of whether their Receipts are Direct Registration Receipts or certificated Receipts.

Title to a Receipt (and to the American Depositary Shares evidenced thereby), when properly endorsed or accompanied by proper instruments of transfer, shall be transferable by delivery with the same effect as in the case of a negotiable instrument under the laws of New York; provided, however, that the Depositary, notwithstanding any notice to the contrary, may treat the Owner thereof as the absolute owner thereof for the purpose of determining the person entitled to distribution of dividends or other distributions or to any notice provided for in this Deposit Agreement and for all other purposes.

SECTION 2.02. Deposit of Shares.

Subject to the terms and conditions of this Deposit Agreement, Shares or evidence of rights to receive Shares may be deposited by delivery thereof to any Custodian hereunder, accompanied by any appropriate instrument or instruments of transfer, or endorsement, in form satisfactory to the Custodian, together with all such certifications as may be required by the Depositary or the Custodian in accordance with the provisions of this Deposit Agreement, and, if the Depositary requires, together with a written order directing the Depositary to execute and deliver to, or upon the written order of, the person or persons stated in such order, a Receipt or Receipts for the number of American Depositary Shares representing such deposit. No Share shall be accepted for deposit unless accompanied by evidence satisfactory to the Depositary that any necessary approval, where relevant, has been granted by any governmental body in England and Wales that is then performing the function of the regulation of currency exchange. If required by the Depositary, Shares presented for deposit at any time, whether or not the transfer books of the Company or the Foreign Registrar, if applicable, are closed, shall also be accompanied by an agreement or assignment, or other instrument satisfactory to the Depositary, which will provide for the prompt transfer to the Custodian of any dividend, or right to subscribe for additional Shares or to receive other property which any person in whose name the Shares are or have been recorded may thereafter receive upon or in respect of such deposited Shares, or in lieu thereof, such agreement of indemnity or other agreement as shall be satisfactory to the Depositary.

In the case of certificated Shares, at the request and risk and expense of any person proposing to deposit Shares, and for the account of such person, the Depositary may receive certificates for Shares to be deposited, together with the other instruments herein specified, for the purpose of forwarding such Share certificates to the Custodian for deposit hereunder.

In the case of certificated Shares, upon each delivery to a Custodian of a certificate or certificates for Shares to be deposited hereunder, together with the other documents above specified, such Custodian shall be required by the Depositary, as soon as transfer and recordation can be accomplished, to present such certificate or certificates to the Company or the Foreign Registrar, if applicable, for transfer and recordation of the Shares being deposited in the name of the Depositary or its nominee or such Custodian or its nominee. To the extent that the provisions of or governing the Shares make delivery of certificates therefor impracticable. Shares may be deposited hereunder by such delivery thereof as the Depositary or the Custodian may reasonably accept, including, without limitation, by causing them to be credited to an account maintained by the Custodian for such purpose with the Company or an accredited intermediary, such as a bank, acting as a registrar for the Shares, together with delivery of the documents, payments and other delivery instructions referred to herein to the Custodian or the Depositary.

Deposited Securities shall be held by the Depositary or by a Custodian for the account and to the order of the Depositary or at such other place or places as the Depositary shall determine. The Depositary shall provide written notice informing the Company of any such other place or places.

SECTION 2.03. Execution and Delivery of Receipts.

Upon receipt by any Custodian of any deposit pursuant to Section 2.02 hereunder (and in addition, if the transfer books of the Company or the Foreign Registrar, if applicable, are open, the Depositary may in its sole discretion require a proper acknowledgment or other evidence from the Company that any Deposited Securities have been recorded upon the books of the Company or the Foreign Registrar, if applicable, in the name of the Depositary or its nominee

or such Custodian or its nominee), together with the other documents required as above specified, such Custodian shall be required by the Depositary to notify the Depositary of such deposit and the person or persons to whom or upon whose written order a Receipt or Receipts are deliverable in respect thereof and the number of American Depositary Shares to be evidenced thereby. Such notification shall be required to be made by letter or, at the request, risk and expense of the person making the deposit, by cable, telex or facsimile transmission. Upon receiving such notice from such Custodian, or upon the receipt of Shares by the Depositary, the Depositary, subject to the terms and conditions of this Deposit Agreement, shall execute and deliver at its Principal Office, to or upon the order of the person or persons entitled thereto, a Receipt or Receipts, registered in the name or names and evidencing any authorized number of American Depositary Shares requested by such person or persons, but only upon payment to the Depositary of the fees and expenses of the Depositary for the execution and delivery of such Receipt or Receipts as provided in Section 5.09, and of all taxes and governmental charges and fees payable in connection with such deposit and the transfer of the Deposited Securities.

SECTION 2.04. Registration of Transfer of Receipts; Combination and Split-up of Receipts.

The Depositary, subject to the terms and conditions of this Deposit Agreement, shall without unreasonable delay, register transfers of Receipts on its transfer books, upon any surrender of a Receipt, by the Owner in person or by a duly authorized attorney, properly endorsed or accompanied by proper instruments of transfer, and duly stamped as may be required by the laws of the State of New York and of the United States of America. Thereupon the Depositary shall execute a new Receipt or Receipts and deliver the same to or upon the order of the person entitled thereto.

The Depositary, subject to the terms and conditions of this Deposit Agreement, shall upon surrender of a Receipt or Receipts for the purpose of effecting a split-up or combination of such Receipt or Receipts, execute and deliver a new Receipt or Receipts for any authorized number of American Depositary Shares requested, evidencing the same aggregate number of American Depositary Shares as the Receipt or Receipts surrendered. At the request of an Owner, the Depositary shall, for the purpose of substituting a certificated Receipt with a Direct Registration Receipt, or vice versa, execute and deliver a certificated Receipt or a Direct Registration Receipt, as the case may be, for any authorized number of American Depositary Shares requested, evidencing the same aggregate number of American Depositary Shares as those evidenced by the certificated Receipt or Direct Registration Receipt, as the case may be, substituted.

The Depositary may appoint one or more co-transfer agents for the purpose of effecting transfers, combinations and split-ups of Receipts at designated transfer offices on behalf of the Depositary. In carrying out its functions, a co-transfer agent may require evidence of authority and compliance with applicable laws and other requirements by Owners or persons entitled to Receipts and will be entitled to protection and indemnity to the same extent as the Depositary.

SECTION 2.05. Surrender of Receipts and Withdrawal of Shares.

Upon surrender at the Principal Office of the Depositary of a Receipt for the purpose of withdrawal of the Deposited Securities represented by the American Depositary Shares evidenced by such Receipt, and upon payment of the fee of the Depositary for the surrender of Receipts as provided in Section 5.09 and payment of all taxes and governmental charges payable in connection with such surrender and withdrawal of the Deposited Securities, and subject to the terms and conditions of this Deposit Agreement and English law, the Owner of such Receipt shall be entitled to delivery, to him or upon his order, of the amount of Deposited Securities at the time represented by the American Depositary Shares evidenced by such Receipt. Delivery of such Deposited Securities may be made by the delivery of (a) to the extent available, certificates in the name of such Owner or as ordered by him or certificates properly endorsed or accompanied by proper instruments of transfer to such Owner or as ordered by him (b) Deposited Securities to an account designated by such Owner with the Euroclear Nederland (including any successors thereto, "Euroclear Nederland") or an institution that maintains accounts with the Euroclear Nederland and (c) any other securities, property and cash to which such Owner is then entitled in respect of such Receipts to such Owner or as ordered by him. Such delivery shall be made, as hereinafter provided, without unreasonable delay.

To the extent applicable, the Owner requesting withdrawal of Shares shall have the sole responsibility for ensuring that such Owner, or its customer, has a valid account with Euroclear Nederland or an institution that maintains accounts with Euroclear Nederland and that the information required for the book-entry transfer to such account is accurately and promptly provided to the Depositary.

A Receipt surrendered for such purposes may be required by the Depositary to be properly endorsed in blank (in the case of a certificated Receipt) or accompanied by proper instruments of transfer in blank, and if the Depositary so requires, the Owner thereof shall execute and deliver to the Depositary a written order directing the Depositary to cause the Deposited Securities being withdrawn to be delivered to or upon the written order of a person or persons designated in such order. Thereupon the Depositary shall direct the Custodian to deliver in the case of Shares, as provided for in the first paragraph of this Section 2.05, and otherwise at the office of such Custodian, subject to Sections 2.06, 3.01 and 3.02 and to the other terms and conditions of this Deposit Agreement and English law, to or upon the written order of the person or persons designated in the order delivered to the Depositary as above provided, the amount of Deposited Securities represented by the American Depositary Shares evidenced by such Receipt, except that the Depositary may make delivery to such person or persons at the Principal Office of the Depositary of any dividends or distributions with respect to the Deposited Securities represented by the American Depositary Shares evidenced by such Receipt, or of any proceeds of sale of any dividends, distributions or rights, which may at the time be held by the Depositary.

At the request, risk and expense of any Owner so surrendering a Receipt, and for the account of such Owner, the Depositary shall direct the Custodian to forward any cash or other property (other than rights) comprising, and forward a certificate or certificates and other proper documents of title for, the Deposited Securities represented by the American Depositary Shares evidenced by such Receipt to the Depositary for delivery at the Principal Office of the Depositary. Such direction shall be given by letter or, at the request, risk and expense of such Owner, by cable, telex or facsimile transmission. Rights, if any, shall be delivered to such Owner pursuant to Section 4.04.

SECTION 2.06. Limitations on Execution and Delivery, Transfer and Surrender of Receipts.

As a condition precedent to the execution and delivery, registration of transfer, split-up, combination or surrender of any Receipt or withdrawal of any Deposited Securities, the Depositary, Custodian or Registrar may require payment from the depositor of Shares or the presenter of the Receipt of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees as herein provided, may require the production of proof satisfactory to it as to the identity and genuineness of any signature and may also require compliance with any regulations the Depositary may establish consistent with the provisions of this Deposit Agreement, including, without limitation, this Section 2.06.

The delivery of Receipts against deposit of Shares generally or against deposit of particular Shares may be suspended, or the transfer of Receipts in particular instances may be refused, or the registration of transfer of outstanding Receipts generally may be suspended, during any period when the transfer books of the Depositary are closed, or if any such action is deemed necessary or advisable by the Depositary or the Company at any time or from time to time because of any requirement of law or of any government or governmental body or commission, or under any provision of this Deposit Agreement, or for any other reason, subject to the provisions of Section 7.07 hereof. The Depositary shall not knowingly accept for deposit under this Deposit Agreement any Shares which would be required to be registered under the provisions of the Securities Act of 1933 for the public offer and sale thereof in the United States unless a registration statement is in effect as to such Shares for such offer and sale. The Depositary will use reasonable efforts to comply with written instructions of the Company that the Depositary shall not accept for the deposit hereunder any Shares identified in such circumstances as may reasonably be specified in such instructions to facilitate the Company's compliance with the U.S. securities laws.

Notwithstanding anything to the contrary in this Deposit Agreement, Owners shall be entitled to surrender Receipts and withdraw Deposited Securities as provided in Section 2.05 at any time, subject only to (i) temporary delays caused by closing the transfer books of the Depositary or the Company or the deposit of Shares in connection with voting at a shareholders' meeting, or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the Receipts or to the withdrawal of the Deposited Securities and (iv) any other reason that may at any time be specified in paragraph I.(A)(1) of the General Instructions to Form F-6 under the Securities Act of 1933, from time to time in effect, or any successor provision thereto.

SECTION 2.07. Lost Receipts, etc.

In case any Receipt shall be mutilated, destroyed, lost or stolen, the Depositary shall issue a new Receipt through the Direct Registration system or execute and deliver a new Receipt of like tenor in exchange and substitution for such mutilated Receipt upon cancellation thereof, or in lieu of and in substitution for such destroyed, lost or stolen Receipt. Before the

Depositary shall execute and deliver a new Receipt in substitution for a destroyed, lost or stolen Receipt, the Owner thereof shall have (a) filed with the Depositary (i) a request for such execution and delivery before the Depositary has notice that the Receipt has been acquired by a bona fide purchaser and (ii) a sufficient indemnity bond and (b) satisfied any other reasonable requirements imposed by the Depositary.

SECTION 2.08. Cancellation and Destruction of Surrendered Receipts.

All Receipts surrendered to the Depositary shall be canceled by the Depositary. The Depositary is authorized to destroy Receipts so canceled subject to Section 2.10.

SECTION 2.09. Pre-Release of Receipts.

The Depositary will lend neither the Shares held under this Deposit Agreement nor the Receipts. The Depositary reserves the right to execute and deliver Receipts prior to the receipt of Shares pursuant to Section 2.02 on the terms and conditions set forth below. The Depositary may receive Receipts in lieu of Shares as settlement of the pre-release of a Receipt. Subject to the terms and conditions of this Deposit Agreement, the Pre-Release of Receipts may occur only if (i) Pre-released Receipts are fully collateralized (marked to market daily) with cash or U.S. government securities in an amount equal to not less than 100% of the market value of the Pre-Released Receipts held by the Depositary for the benefit of Owners (but such collateral shall not constitute Deposited Securities), (ii) each recipient of Pre-released Receipts agrees in writing with the Depositary that such recipient (a) owns such Shares, (b) assigns all beneficial right, title and interest therein to the Depositary, (c) holds such Shares for the account of the Depositary and (d) will deliver such Shares to the Custodian as soon as practicable and promptly upon demand therefor and (iii) all Pre-released Receipts evidence not more than 20% of all American Depositary Shares (excluding those evidenced by Pre-released Receipts) or such other percentage as the Company and the Depositary may from time to time agree in writing, of the total number of Shares represented by Receipts except to the extent, if any, that such limitation is exceeded solely because of the withdrawal of Deposited Securities subsequent to the execution and delivery of Pre-Released Receipts in compliance with such limitation. The Depositary will also set limits with respect to the number of Receipts and Shares involved in transactions to be done hereunder with anyone person on a case by case basis as it deems appropriate.

The Depositary may retain for its own account any compensation received by it in connection with the foregoing.

SECTION 2.10. Maintenance of Records.

The Depositary agrees to maintain or cause its agents to maintain records of all Receipts surrendered and Deposited Securities withdrawn under Section 2.05, substitute Receipts delivered under Section 2.07, and of cancelled or destroyed Receipts under Section 2.08, in keeping with procedures ordinarily followed by stock transfer agents located in the City of New York or as required by laws or regulations governing the Depositary. The Depositary shall

provide full access to such records to the Company and its agents from time to time during normal business hours upon the reasonable written request of the Company.

**ARTICLE 3. CERTAIN OBLIGATIONS OF OWNERS AND BENEFICIAL OWNERS OF RECEIPTS**

SECTION 3.01. Filing Proofs, Certificates and Other Information.

Any person presenting Shares for deposit or any Owner or Beneficial Owner of a Receipt may be required from time to time to file with the Depositary or the Custodian such proof of citizenship or residence, exchange control approval, or such information relating to the registration on the books of the Company or the Foreign Registrar, if applicable, to execute such certificates and to make such representations and warranties, as the Depositary may deem necessary or proper. The Depositary may, and shall if requested by the Company pursuant to the provisions of Section 7.07 hereof, withhold the delivery or registration of transfer of any Receipt or the distribution of any dividend or sale or distribution of rights or of the proceeds thereof or the delivery of any Deposited Securities until such proof or other information is filed or such certificates are executed or such representations and warranties made. The Depositary shall provide copies thereof to the Company as promptly as practicable upon written request by the Company, to the extent that disclosure is permitted under applicable law.

SECTION 3.02. Liability of Owner or Beneficial Owner for Taxes.

If any tax or other governmental charge shall become payable by the Custodian or the Depositary with respect to any Receipt or any Deposited Securities represented by any Receipt, such tax or other governmental charge shall be payable by the Owner or Beneficial Owner of such Receipt to the Depositary. The Depositary may refuse to effect any transfer of such Receipt or any withdrawal of Deposited Securities represented by American Depositary Shares evidenced by such Receipt until such payment is made, and may withhold any dividends or other distributions, or may sell for the account of the Owner or Beneficial Owner thereof any part or all of the Deposited Securities represented by the American Depositary Shares evidenced by such Receipt, and may apply such dividends or other distributions or the proceeds of any such sale in payment of such tax or other governmental charge and the Owner or Beneficial Owner of such Receipt shall remain liable for any deficiency. Neither the Company nor the Depositary shall be liable for failure of an Owner to comply with applicable tax laws or governmental charges.

SECTION 3.03. Warranties on Deposit of Shares.

Every person depositing Shares under this Deposit Agreement shall be deemed thereby to represent and warrant that such Shares and each certificate therefor are validly issued, fully paid, nonassessable and were not issued in violation of any preemptive or similar rights of the holders of outstanding Shares and that the person making such deposit is duly authorized so to do. Every such person shall also be deemed to represent that such Shares are not, and

American Depositary Shares representing such Shares would not be, Restricted Securities. Such representations and warranties shall survive the deposit of Shares and delivery of Receipts.

SECTION 3.04. Disclosure of Interests.

To the extent that provisions of or governing any Deposited Securities (including the Company's Memorandum and Articles of Association or applicable English law) may require the disclosure of beneficial or other ownership of Deposited Securities, other Shares and other securities to the Company and may provide for blocking transfer and voting or other rights to enforce such disclosure or limit such ownership, the Depositary shall, to the extent reasonably practicable, comply with the Company's instructions as to Receipts in respect of any such enforcement or limitation, and Owners and Beneficial Owners of Receipts shall comply with all such disclosure requirements and ownership limitations and shall cooperate with the Depositary's compliance with such Company instructions. The Company may from time to time request Owners to provide information (a) as to the capacity in which such Owners own or owned American Depositary Shares, (b) regarding the identity of any other persons then or previously interested in such American Depositary Shares and (c) regarding the nature of such interest and various other matters pursuant to applicable law or the Memorandum and Articles of Association of the Company or other such corporate document of the Company, all as if such American Depositary Shares were to the extent practicable the underlying Shares. Each Owner agrees to provide any information requested by the Company or the Depositary pursuant to this Section whether or not such person is still an Owner at the time of the request. The Depositary agrees to use reasonable efforts to comply with written instructions received from the Company requesting that the Depositary forward any such requests to Owners and to forward to the Company any responses to such requests received by the Depositary.

**ARTICLE 4. THE DEPOSITED SECURITIES**

SECTION 4.01. Cash Distributions

Notwithstanding any rights under the Company's articles of association, dividends paid on the Deposited Securities that are not paid to the Depositary or its nominee or Custodian in US Dollars will be paid by the Company in euro. Whenever the Depositary shall receive any cash dividend or other cash distribution in respect of any Deposited Securities, the Depositary shall, subject to the provisions of Section 4.05 in the case of a dividend and/or distribution received in a currency other than Dollars, convert the amounts so received into Dollars. Promptly after the settlement of such conversion or, in the in the case of any cash dividend or other cash distribution received by the Depositary in Dollars, the Depositary shall as promptly as practicable, distribute the amount thus received (net of the fees and expenses of the Depositary as provided in Section 5.09) to the Owners entitled thereto, in proportion to the number of American Depositary Shares representing such Deposited Securities held by each of them; provided, however, that in the event that the Depositary shall be required to withhold and does withhold from such cash dividend or such other cash distribution an amount on account of taxes, the amount distributed to the Owner of the Receipts evidencing American Depositary Shares representing such Deposited Securities shall be reduced accordingly. The Depositary shall distribute only such amount, however, as can be distributed without attributing to any Owner a fraction of one cent. Any such fractional amounts shall be rounded down to the nearest whole cent and so distributed to Owners entitled thereto. The Company or its agent will remit to the appropriate governmental agency in England and

Wales all amounts withheld and owing to such agency. The Depositary will forward to the Company or its agent such information from its records as the Company may reasonably request to enable the Company or its agent to file necessary reports with governmental agencies, and the Depositary or the Company or its agent may file any such reports necessary to obtain benefits under the applicable tax treaties for the Owners of Receipts.

Subject to the rules and regulations of any stock exchange upon which the American Depositary Shares may be traded, the Depositary shall endeavor to convert the funds as promptly as practicable and that distributions to Owners under this Section are made within five New York Stock Exchange trading days of the day on which the cash dividend or cash distribution on the Deposited Securities is received by the Depositary.

SECTION 4.02. Distributions Other Than Cash, Shares or Rights.

Subject to the provisions of Sections 4.11 and 5.09, whenever the Depositary shall receive any distribution other than a distribution described in Section 4.01, 4.03 or 4.04, the Depositary shall cause the securities or property received by it to be distributed to the Owners entitled thereto, after deduction or upon payment of any fees and expenses of the Depositary or any taxes or other governmental charges, in proportion to the number of American Depositary Shares representing such Deposited Securities held by them respectively, in any manner that the Depositary may deem equitable and practicable for accomplishing such distribution; provided, however, that if in the reasonable opinion of the Depositary such distribution cannot be made proportionately among the Owners entitled thereto, or if for any other reason (including, but not limited to, any requirement that the Company or the Depositary withhold an amount on account of taxes or other governmental charges or that such securities must be registered under the Securities Act of 1933 in order to be distributed to Owners or Beneficial Owners) the Depositary deems such distribution not to be feasible, the Depositary may, after consultation with the Company, adopt such method as it may deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, and the net proceeds of any such sale (net of the fees and expenses of the Depositary as provided in Section 5.09) shall be distributed by the Depositary to the Owners entitled thereto, all in the manner and subject to the conditions described in Section 4.01; provided, however, that no distribution to Owners pursuant to this Section 4.02 shall be unreasonably delayed by any action or inaction of the Depositary or any of its agents. The Depositary may withhold any distribution of securities under this Section 4.02 if it has not received reasonably satisfactory assurances from the Company that the distribution does not require registration under the Securities Act of 1933.

SECTION 4.03. Distributions in Shares.

If any distribution upon any Deposited Securities consists of a dividend in, or free distribution of, Shares, the Depositary may, and shall if the Company shall so request, distribute to the Owners of outstanding Receipts entitled thereto, in proportion to the number of American Depositary Shares representing such Deposited Securities held by them respectively, additional Receipts evidencing an aggregate number of American Depositary Shares representing the

amount of Shares received as such dividend or free distribution, subject to the terms and conditions of the Deposit Agreement with respect to the deposit of Shares and the issuance of American Depositary Shares evidenced by Receipts, including the withholding of any tax or other governmental charge as provided in Section 4.11 and the payment of the fees and expenses of the Depositary as provided in Section 5.09; provided, however, that no distribution to Owners pursuant to this Section 4.03 shall be unreasonably delayed by any action or inaction of the Depositary or any of its agents. The Depositary may withhold any such distribution of Receipts if it has not received satisfactory assurances from the Company that such distribution does not require registration under the Securities Act of 1933. In lieu of delivering Receipts for fractional American Depositary Shares in any such case, the Depositary shall use reasonable efforts to sell the amount of Shares represented by the aggregate of such fractions and distribute the net proceeds, if any, all in the manner and subject to the conditions described in Section 4.01. If additional Receipts are not so distributed, each American Depositary Share shall thenceforth also represent the additional Shares distributed upon the Deposited Securities represented thereby.

SECTION 4.04. Rights.

In the event that the Company shall offer or cause to be offered to the holders of any Deposited Securities any rights to subscribe for additional Shares or any rights of any other nature, the Depositary, after consultation with the Company, shall have discretion as to the procedure to be followed in making such rights available to any Owners or in disposing of such rights on behalf of any Owners and making the net proceeds available to such Owners or, if by the terms of such rights offering or for any other reason, the Depositary may not either make such rights available to any Owners or dispose of such rights and make the net proceeds available to such Owners, then the Depositary shall allow the rights to lapse. If at the time of the offering of any rights the Depositary, after consultation with the Company, determines in its reasonable discretion that it is lawful and feasible to make such rights available to all or certain Owners but not to other Owners, the Depositary may, and at the request of the Company shall, distribute to any Owner to whom it determines the distribution to be lawful and feasible, in proportion to the number of American Depositary Shares held by such Owner, warrants or other instruments therefor in such form as it deems appropriate.

In circumstances in which rights would otherwise not be distributed, if an Owner of Receipts requests the distribution of warrants or other instruments in order to exercise the rights allocable to the American Depositary Shares of such Owner hereunder, the Depositary will make such rights available to such Owner upon written notice from the Company to the Depositary that (a) the Company has elected in its sole discretion to permit such rights to be exercised and (b) such Owner has executed such documents as the Company has determined in its sole discretion are reasonably required under applicable law.

If the Depositary has distributed warrants or other instruments for rights to all or certain Owners, then upon instruction from such an Owner pursuant to such warrants or other instruments to the Depositary from such Owner to exercise such rights, upon payment by such Owner to the Depositary for the account of such Owner of an amount equal to the purchase price of the Shares to be received upon the exercise of the rights, and upon payment of the fees and expenses of the Depositary and any other charges as set forth in such warrants or other

instruments, the Depositary shall, on behalf of such Owner, exercise the rights and purchase the Shares, and the Company shall cause the Shares so purchased to be delivered to the Depositary on behalf of such Owner. As agent for such Owner, the Depositary will cause the Shares so purchased to be deposited pursuant to Section 2.02 of this Deposit Agreement, and shall, pursuant to Section 2.03 of this Deposit Agreement, execute and deliver Receipts to such Owner; provided, however, that in the case of a distribution pursuant to the second paragraph of this Section, such Receipts shall be legended in accordance with applicable U.S. laws, and shall be subject to the appropriate restrictions on sale, deposit, cancellation, and transfer under applicable United States laws.

If the Depositary determines that it is not lawful and feasible to make such rights available to all or certain Owners, it may sell the rights, warrants or other instruments in proportion to the number of American Depositary Shares held by the Owners to whom it has determined it may not lawfully or feasibly make such rights available, and allocate the net proceeds of such sales (net of the fees and expenses of the Depositary as provided in Section 5.09 and all taxes and governmental charges payable in connection with such rights and subject to the terms and conditions of this Deposit Agreement) for the account of such Owners otherwise entitled to such rights, warrants or other instruments, upon an averaged or other practical basis without regard to any distinctions among such Owners because of exchange restrictions or the date of delivery of any Receipt or otherwise.

The Depositary will not offer rights to Owners unless both the rights and the securities to which such rights relate are either exempt from registration under the Securities Act of 1933 with respect to a distribution to all Owners or are registered under the provisions of such Act; provided, that nothing in this Deposit Agreement shall create any obligation on the part of the Company to file a registration statement with respect to such rights or underlying securities or to endeavor to have such a registration statement declared effective. If an Owner of Receipts requests the distribution of warrants or other instruments, notwithstanding that there has been no such registration under the Securities Act of 1933, the Depositary shall not effect such distribution unless it has received an opinion from recognized counsel in the United States for the Company upon which the Depositary may rely that such distribution to such Owner does not require such registration.

The Depositary shall not be responsible for any failure to determine that it may be lawful or feasible to make such rights available to Owners in general or any Owner in particular.

SECTION 4.05. Conversion of Foreign Currency.

Whenever the Depositary or the Custodian shall receive foreign currency, by way of dividends or other distributions or the net proceeds from the sale of securities, property or rights, and if at the time of the receipt thereof the foreign currency so received can in the reasonable judgment of the Depositary be converted on a reasonable basis into Dollars and the resulting Dollars transferred to the United States, the Depositary shall, as promptly as practicable, convert or cause to be converted, by sale or in any other manner that it may reasonably determine, such foreign currency into Dollars, and such Dollars shall be distributed to the Owners entitled thereto or, if the Depositary shall have distributed any warrants or other

instruments which entitle the holders thereof to such Dollars, then to the holders of such warrants and/or instruments upon surrender thereof for cancellation. Such distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Owners on account of exchange restrictions, the date of delivery of any Receipt or otherwise and shall be net of any expenses of conversion into Dollars incurred by the Depositary as provided in Section 5.09.

If such conversion or distribution can be effected only with the approval or license of any government or agency thereof, the Depositary shall file such application for approval or license, if any, as it may deem desirable.

If at any time the Depositary shall determine that in its reasonable judgment any foreign currency received by the Depositary or the Custodian is not convertible on a reasonable basis into Dollars transferable to the United States, or if any approval or license of any government or agency thereof which is required for such conversion is denied or in the reasonable opinion of the Depositary is not obtainable, or if any such approval or license is not obtained within a reasonable period as determined by the Depositary, the Depositary may distribute the foreign currency (or an appropriate document evidencing the right to receive such foreign currency) received by the Depositary to, or in its discretion may hold such foreign currency uninvested and without liability for interest thereon for the accounts of, the Owners entitled to receive the same.

If any such conversion of foreign currency, in whole or in part, cannot be effected for distribution to some of the Owners entitled thereto, the Depositary may in its discretion make such conversion and distribution in Dollars to the extent permissible to the Owners entitled thereto and may distribute the balance of the foreign currency received by the Depositary to, or hold such balance uninvested and without liability for interest thereon for the accounts of, the Owners entitled thereto.

SECTION 4.06. Fixing of Record Date.

Whenever any cash dividend or other cash distribution shall become payable or any distribution other than cash shall be made, or whenever rights shall be issued with respect to the Deposited Securities, or whenever the Depositary shall receive notice of any meeting of holders of Shares or other Deposited Securities, or whenever for any reason the Depositary causes a change in the number of Shares that are represented by each American Depositary Share, or whenever the Depositary shall find it necessary, the Depositary shall fix a record date (a) for the determination of the Owners who shall be (i) entitled to receive such dividend, distribution or rights or the net proceeds of the sale thereof or (ii) entitled to give instructions for the exercise of voting rights at any such meeting or (iii) responsible for any fee or charges assessed by the Depositary pursuant to this Deposit Agreement, or (b) on or after which each American Depositary Share will represent the changed number of Shares. Subject to the provisions of Sections 4.01 through 4.05 and to the other terms and conditions of this Deposit Agreement, the Owners on such record date shall be entitled, as the case may be, to receive the amount distributable by the Depositary with respect to such dividend or other distribution or such rights or the net proceeds of sale thereof in proportion to the number of American Depositary

Shares held by each of them, to give voting instructions and to act in respect of any other such matter.

SECTION 4.07. Voting of Deposited Securities.

Upon the written request of an Owner of record of a Receipt as of the record date (the "Voting Record Date") received on or before the date established by the Depositary for such purpose (the "Instruction Date"), the Depositary will endeavor to cause the appointment (or, if the Deposited Securities are registered in the name of or held by its Custodian or a nominee, the Depositary hereby agrees to procure that the Custodian, its nominee cause the appointment), subject to the Articles of Association of the Company, of such Owner as of the Voting Record Date fixed by the Depositary in accordance with Section 4.06 as a proxy in respect of any meeting (including any adjourned meeting) at which such Owner will be entitled to attend and vote at in respect of the Deposited Securities represented by the American Depositary Shares evidenced by the Receipts held by such Owner on the Voting Record Date. In respect of any such meeting each such Owner may appoint either a person nominated by the Depositary its Custodian or nominee to vote, on behalf of the Owner subject to and in accordance with the provisions of this Section 4.07 and the Articles of Association of the Company. Upon receipt of notice of any meeting of holders of Shares or other Deposited Securities, if requested in writing by the Company the Depositary shall, as soon as practicable thereafter, mail to the Owners of record as of the Voting Record Date a notice, the form of which notice shall be approved of by the Company which shall contain (a) such information as is contained in such notice of meeting, (b) a voting instruction card in the form prepared by the Depositary after consultation with the Company, (c) a statement that the Owners of record as of the close of business on the Voting Record Date will be entitled, subject to any applicable provision of English law and of the Memorandum and Articles of Association of the Company and the provisions of or governing the Deposited Securities, either (i) to use such Voting instruction card to inform the Depositary that the Owner intends to attend such meeting as the proxy of the Depositary, the Custodian or its nominee solely with respect to the Shares or other Deposited Securities represented by American Depositary Shares evidenced by such Owner's Receipts or (ii) to instruct such person nominated by the Depositary, the Custodian or nominee as to the exercise of the voting rights pertaining to the number of Shares or other Deposited Securities represented by the American Depositary Shares evidenced by such Owner's Receipts, and (d) a brief statement as to the manner in which voting instructions may be given to the person nominated by the Depositary. Upon the written request of an Owner of record of a Receipt on the Voting Record Date, received on or before the Instruction Date the Depositary shall endeavor, in so far as practicable, to vote or cause to be voted the amount of Shares or other Deposited Securities represented by the American Depositary Shares evidenced by such Receipt in accordance with the instructions set forth in such request. Neither the Depositary, nor the Custodian nor the nominee of either of them shall vote or attempt to exercise the right to vote that attaches to the Shares or other Deposited Securities, other than in accordance with such written instructions from Owners given in accordance with this Section

4.07. If no valid written instructions are received by the Depositary from an Owner with respect to any of the number of Deposited Securities represented by the American Depositary Shares evidenced by such Owner's Receipts on or before the Instruction Date, that number of Deposited Securities shall not be voted by the Depositary Custodian or the nominee of either of them.

There can be no assurance that Owners generally or any Owner in particular will receive the notice described in the preceding paragraph sufficiently prior to the [Instruction Date] to ensure that the Depositary will vote the Shares or other Deposited Securities in accordance with the provisions set forth in the preceding paragraph.

SECTION 4.08. Changes Affecting Deposited Securities.

In circumstances where the provisions of Section 4.03 do not apply, upon any change in nominal value, change in par value, split-up, consolidation or any other reclassification of Deposited Securities, or upon any recapitalization, reorganization, merger or consolidation or sale of assets affecting the Company or to which it is a party, any securities which shall be received by the Depositary or a Custodian in exchange for or in conversion of or in respect of Deposited Securities, shall be treated as new Deposited Securities under this Deposit Agreement, and American Depositary Shares shall thenceforth represent, in addition to the existing Deposited Securities, the right to receive the new Deposited Securities so received in exchange or conversion, unless additional Receipts are delivered pursuant to the following sentence. In any such case the Depositary may, and shall if the Company shall so reasonably request, execute and deliver additional Receipts as in the case of a dividend in Shares, or call for the surrender of outstanding Receipts to be exchanged for new Receipts specifically describing such new Deposited Securities.

SECTION 4.09. Reports.

The Company is subject to the periodic reporting requirements of the Securities Exchange Act of 1934 and accordingly files certain reports with the United States Securities and Exchange Commission (hereinafter called the "Commission"). Such reports and other information may be inspected and copied at public reference facilities maintained by the Commission located at the date hereof at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549.

The Depositary shall make available for inspection by Owners at its Principal Office any reports and communications, including any proxy soliciting material, received from the Company which are both (a) received by the Depositary as the holder of the Deposited Securities and (b) made generally available to the holders of such Deposited Securities by the Company. The Depositary shall also, upon the written request of the Company, send to the Owners copies of such reports when furnished by the Company pursuant to Section 5.06.

SECTION 4.10. Lists of Owners.

Upon the written request of the Company, the Depositary shall, as promptly as practical, at the expense of the Company, furnish to it a list, as of a recent date, of the names, addresses and holdings of American Depositary Shares by all persons in whose names Receipts are registered on the books of the Depositary.

SECTION 4.11. Withholding.

In the event that the Depositary determines that any distribution in property (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charge which the Depositary is obligated to withhold, the Depositary may by public or private sale dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner as the Depositary reasonably deems necessary and practicable to pay such taxes or charges and the Depositary shall distribute the net proceeds of any such sale after deduction of such taxes or charges to the Owners entitled thereto in proportion to the number of American Depositary Shares held by them.

**ARTICLE 5. THE DEPOSITARY, THE CUSTODIANS AND THE COMPANY**

SECTION 5.01. Maintenance of Office and Transfer Books by the Depositary.

Until termination of this Deposit Agreement in accordance with its terms, the Depositary shall maintain in the Borough of Manhattan, The City of New York, facilities for the execution and delivery, registration, registration of transfers and surrender of Receipts in accordance with the provisions of this Deposit Agreement.

The Depositary shall keep books, at its Principal Office, for the registration of Receipts and transfers of Receipts which at all reasonable times shall be open for inspection by the Owners, provided that such inspection shall not be for the purpose of communicating with Owners in the interest of a business or object other than the business of the Company or a matter related to this Deposit Agreement or the Receipts.

The Depositary may close the transfer books, at any time or from time to time, when reasonably deemed expedient by it in connection with the performance of its duties hereunder or at the written reasonable request of the Company, provided that any such closing of the transfer books shall be subject to the provisions of Section 2.06 which limit the suspension of withdrawals of Shares.

If any Receipts or the American Depositary Shares evidenced thereby are listed on one or more stock exchanges in the United States, the Depositary shall act as Registrar or appoint a Registrar or one or more co-registrars for registry of such Receipts in accordance with any requirements of such exchange or exchanges. The Company shall have the right, upon reasonable written request, to inspect the transfer and registration records of the Depositary relating to the Receipts, and to take copies thereof.

SECTION 5.02. Prevention or Delay in Performance by the Depositary or the Company.

Neither the Depositary nor the Company nor any of their directors, employees, agents or affiliates shall incur any liability to any Owner or Beneficial Owner if, by reason of any provision of any present or future law or regulation of the United States or any other country, or of any governmental or regulatory authority or stock exchange, or by reason of any provision,

present or future, of the Memorandum or Articles of Association of the Company, or by reason of any provision of any securities issued or distributed by the Company, or any offering or distribution thereof, or by reason of any act of God or war or terrorism or other circumstances beyond its control, the Depositary or the Company shall be prevented, delayed or forbidden from, or be subject to any civil or criminal penalty on account of, doing or performing any act or thing which by the terms of this Deposit Agreement or Deposited Securities it is provided shall be done or performed; nor shall the Depositary or the Company or any of their directors, employees, agents or affiliates incur any liability to any Owner or Beneficial Owner of any Receipt by reason of any nonperformance or delay, caused as aforesaid, in the performance of any act or thing which by the terms of this Deposit Agreement it is provided shall or may be done or performed, or by reason of any exercise of, or failure to exercise, any discretion provided for in this Deposit Agreement. Where, by the terms of a distribution pursuant to Section 4.01, 4.02, or 4.03, or an offering or distribution pursuant to Section 4.04, or for any other reason, such distribution or offering may not be made available to Owners, and the Depositary may not dispose of such distribution or offering on behalf of such Owners and make the net proceeds available to such Owners, then the Depositary shall not make such distribution or offering, and shall allow any rights, if applicable, to lapse.

SECTION 5.03. Obligations of the Depositary, the Custodian and the Company.

Neither the Company nor any of its directors, officers, employees or agents assumes any obligation nor shall any of them be subject to any liability under this Deposit Agreement to Owners or Beneficial Owners, except that the Company agrees to perform its obligations specifically set forth in this Deposit Agreement without negligence or bad faith.

Neither the Depositary nor any of its directors, officers, employees or agents assumes any obligation nor shall any of them be subject to any liability under this Deposit Agreement to any Owner or Beneficial Owner (including, without limitation, liability with respect to the validity or worth of the Deposited Securities), except that the Depositary agrees to perform its obligations specifically set forth in this Deposit Agreement without negligence or bad faith.

Neither the Depositary nor the Company (nor any of their respective directors, officers, employees or agents) shall be under any obligation to appear in or prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities or in respect of the Receipts on behalf of any Owner, Beneficial Owner or other person. The parties understand that the Custodian is not a party to this Deposit Agreement and, accordingly, has no obligations whatsoever with respect to such proceedings, the responsibility of the Custodian being solely to the Depositary.

In connection with and in accordance with the arrangements and procedures relating to DRS/Profile, the parties understand that the Depositary will not verify, determine or otherwise ascertain that the DTC participant which is claiming to be acting on behalf of an Owner in requesting registration of transfer and delivery described in subsection (a) has the actual authority to act on behalf of the Owner. Each Owner agrees that neither the Depositary nor the Company shall have any liability for the Depositary's or any of its agents' reliance upon the authority of any information in, nor for the Depositary's or any of its agents compliance with directions from, any DTC participants as set forth above. Neither the Depositary nor the Company (nor any of their respective directors, officers, employees or agents) shall be liable for any action or nonaction by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Owner or any other person believed by it in good faith to be competent to give such advice or information. Each of the Depositary, the Company and their respective directors,

officers, employees and agents may rely and shall be protected in acting upon any written notice, request, direction or other document believed by such person to be genuine and to have been signed or presented by the proper party or parties.

The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with any matter arising wholly after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises the Depositary performed its obligations without negligence or bad faith while it acted as Depositary.

The Depositary and its agents will not be responsible for (i) any failure to carry out any instructions to vote any of the Deposited Securities or for the manner in which any such vote is cast, in each case to the extent the Depositary or its agents act without gross negligence or willful misconduct or (ii) for the effect of any such vote.

Notwithstanding anything to the contrary set forth in the Deposit Agreement or any Receipt, the Depositary and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the Deposit Agreement, any Owner or Owners, any Receipt or Receipts or otherwise related hereto to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation laws, rules, regulations, administrative or judicial process, banking, securities or other regulators. Neither the Company nor the Depositary nor any of their respective agents shall be liable to Owners or holders of interests in American Depositary Shares or any other third party or parties for any indirect, special, punitive or consequential damages.

No disclaimer of liability under the Securities Act of 1933 is intended by any provision of this Deposit Agreement.

SECTION 5.04. Resignation and Removal of the Depositary.

The Depositary may at any time resign as Depositary hereunder by written notice of its election so to do delivered to the Company, such resignation to take effect upon the appointment of a successor depositary and its acceptance of such appointment as hereinafter provided.

The Depositary may at any time be removed by the Company by written notice to the Depositary, such removal to become effective upon the appointment of a successor depositary and its acceptance of such appointment as hereinafter provided.

In case at any time the Depositary acting hereunder shall resign or be removed, the Company shall use its reasonable efforts to appoint a successor depositary, which shall be a bank or trust company having an office in the Borough of Manhattan, The City of New York. Every successor depositary shall execute and deliver to its predecessor and to the Company an instrument in writing accepting its appointment hereunder, and thereupon such successor

depositary, without any further act or deed, shall become fully vested with all the rights, powers, duties and obligations of its predecessor; but such predecessor, nevertheless, upon payment of all sums due it and on the written request of the Company shall execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder, shall duly assign, transfer and deliver all right, title and interest in the Deposited Securities to such successor, and shall deliver to such successor a list of the Owners of all outstanding Receipts. Any such successor depositary shall promptly mail notice of its appointment to the Owners.

Any corporation into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act.

SECTION 5.05. The Custodians.

The Custodian shall be subject at all times and in all respects to the directions of the Depositary and shall be responsible solely to it. If the Depositary receives notice of the resignation of a Custodian and, upon the effectiveness of such resignation, there would be no Custodian acting hereunder, the Depositary shall, promptly after receiving such notice and upon consultation with the Company if practicable, appoint a substitute custodian or custodians, each of which shall thereafter be a Custodian hereunder. Whenever the Depositary in its reasonable discretion determines that it is in the best interest of the Owners to do so, it may, after consultation with the Company if practicable, appoint, a substitute or additional custodian or custodians, each of which shall thereafter be one of the Custodians hereunder. The Depositary shall require each such substitute or additional custodian to deliver to the Depositary, forthwith upon its appointment, an acceptance of such appointment satisfactory in form and substance to the Depositary.

Upon the appointment of any successor depositary hereunder, each Custodian then acting hereunder shall forthwith become, without any further act or writing, the agent hereunder of such successor depositary and the appointment of such successor depositary shall in no way impair the authority of each Custodian hereunder; but the successor depositary so appointed shall, nevertheless, on the written request of any Custodian, execute and deliver to such Custodian all such instruments as may be proper to give to such Custodian full and complete power and authority as agent hereunder of such successor depositary.

SECTION 5.06. Notices and Reports.

On or before the first date on which the Company gives notice, by publication or otherwise, of any meeting of holders of Shares or other Deposited Securities, or of any adjourned meeting of such holders, or of the taking of any action in respect of any cash or other distributions or the offering of any rights, the Company agrees to transmit to the Depositary and the Custodian a copy of the notice thereof in English but otherwise in the form given or to be given to holders of Shares or other Deposited Securities.

The Company will arrange for the translation into English, if not already in English, to the extent required pursuant to any regulations of the Commission, and the prompt

transmittal by the Company to the Depositary and the Custodian of such notices and any other reports and communications which are made generally available by the Company to holders of its Shares. If requested by the Company, the Depositary will arrange for the mailing, at the Company's expense, of copies of such notices, reports and communications to all Owners. The Company will timely provide the Depositary with the quantity of such notices, reports, and communications, as reasonably requested by the Depositary from time to time, in order for the Depositary to effect such mailings.

SECTION 5.07. Distribution of Additional Shares, Rights, etc.

If the Company or any affiliate of the Company determines to make any issuance or distribution of (1) additional Shares, (2) rights to subscribe for Shares, (3) securities convertible into Shares, or (4) rights to subscribe for such securities (each a "Distribution"), the Company shall notify the Depositary in writing in English as promptly as practicable and in any event before the Distribution starts and, if requested in writing by the Depositary, the Company shall promptly furnish to the Depositary a written opinion from U.S. counsel for the Company that is reasonably satisfactory to the Depositary, stating whether or not the Distribution requires, or, if made in the United States, would require, registration under the Securities Act of 1933. If, in the opinion of that counsel, the Distribution requires, or, if made in the United States, would require, registration under the Securities Act of 1933, that counsel shall furnish to the Depositary a written opinion as to whether or not there is a registration statement under the Securities Act of 1933 in effect that will cover that Distribution.

The Company agrees with the Depositary that neither the Company nor any company controlled by, controlling or under common control with the Company will at any time deposit any Shares, either originally issued or previously issued and reacquired by the Company or any such affiliate, unless a registration statement is in effect as to such Shares under the Securities Act of 1933.

The Company reserves full discretion as to whether in the future it may or may not register under said Act for purposes of offering and selling in the United States any Shares or any other securities, including any Shares or other securities which may be the subject of subscription or purchase rights pertaining to Deposited Securities at the time deposited under this Deposit Agreement.

SECTION 5.08. Indemnification.

The Company agrees to indemnify the Depositary, its directors, employees, agents and affiliates and any Custodian against, and hold each of them harmless from, any liability or expense (including, but not limited to, the reasonable fees and expenses of counsel) which may arise out of or in connection with (a) any registration with the Commission of Receipts, American Depositary Shares or Deposited Securities or the offer or sale thereof in the United States or (b) acts performed or omitted, pursuant to the provisions of this Deposit Agreement and of the Receipts, as the same may be amended, modified or supplemented from time to time, (i) by either the Depositary or a Custodian or their respective directors, employees,

agents and affiliates, or (ii) by the Company or any of its directors, employees, agents and affiliates excepting, however, any liability arising out of the negligence or bad faith of the Depositary or the Custodian or any of their respective directors, employees, agents or affiliates or the Registrar or any co-transfer agent.

The Depositary agrees to indemnify the Company, its directors, employees, agents and affiliates and hold them harmless from any liability or expense which may arise out of acts performed or omitted by the Depositary or its Custodian or their respective directors, employees, agents and affiliates in connection with the issuance of Pre-Released Receipts and the transactions contemplated by any Pre-Release Agreement or due to their negligence or bad faith.

Notwithstanding any other provision of this Deposit Agreement or the Receipts to the contrary, neither the Company nor the Depositary, nor any of their agents, shall be liable to the other for any indirect, special, punitive or consequential damages (collectively "Special Damages") except (i) to the extent such Special Damages arise from the gross negligence or willful misconduct of the party from whom indemnification is sought or (ii) to the extent Special Damages arise from or out of a claim brought by a third party (including, without limitation, Owners) against the Depositary or its agents, except to the extent such Special Damages arise out of the gross negligence or willful misconduct of the party seeking indemnification hereunder.

The Company and the Depositary agree that the foregoing indemnification shall apply to the Depositary's implementation of DRS/Profile and to the extent the relevant transfer is performed in connection with and accordance with the arrangements and procedures related to Profile generally in effect that reliance by the Depositary on the authority of a DTC participant, claiming to act on behalf of an Owner of Direct Registration Receipts, to direct the Depositary to register a transfer of American Depositary Shares to DTC or its nominee or to deliver American Depositary Shares to the DTC account of that DTC participant, without receipt by the Depositary of prior authorization from the Owner to register such transfer or make such delivery (unless such prior authorization is required by DRS/Profile), shall not be deemed negligence, gross negligence, bad faith or willful misconduct by the Depositary within the meaning of this Section 5.08, unless the Depositary had actual knowledge, or had reason to know (despite the absence of an investigation), that such direction was not authorized or was otherwise invalid.

SECTION 5.09. Charges of Depositary.

The Company agrees to pay the fees, reasonable expenses and out-of-pocket charges of the Depositary and those of any Registrar only in accordance with agreements in writing entered into between the Depositary and the Company from time to time. The Depositary shall present its statement for such charges and expenses to the Company once every three months. The charges and expenses of the Custodian are for the sole account of the Depositary.

The following charges shall be incurred by any party depositing or withdrawing Shares or by any party surrendering Receipts or to whom Receipts are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the Receipts or Deposited Securities or a distribution of Receipts pursuant to Section 4.03), or by Owners, as applicable: (1) taxes and other governmental charges, (2) such registration fees as may from time to time be in effect for the registration of transfers of Shares generally on the Share register of the Company or Foreign Registrar and applicable to transfers of Shares to or from the name of the Depositary or its nominee or the Custodian or its nominee on the making of deposits or withdrawals hereunder, (3) such cable, telex and facsimile transmission expenses as are expressly provided in this Deposit Agreement, (4) such expenses as are incurred by the Depositary in the conversion of foreign currency pursuant to Section 4.05, (5) a fee of $5.00 or less per 100 American Depositary Shares (or portion thereof) for the execution and delivery of Receipts pursuant to Section 2.03, 4.03 or 4.04 and the surrender of Receipts pursuant to Section 2.05 or 6.02, and (6) a fee for the distribution of securities pursuant to Section 4.02, such fee being in an amount equal to the fee for the

execution and delivery of American Depositary Shares referred to above which would have been charged as a result of the deposit of such securities(for purposes of this clause 6 treating all such securities as if they were Shares) but which securities are instead distributed by the Depositary to Owners

The Depositary, subject to Section 2.09, may own and deal in any class of securities of the Company and its affiliates and in Receipts.

SECTION 5.10. Retention of Depositary Documents.

The Depositary is authorized to destroy those documents, records, bills and other data compiled during the term of this Deposit Agreement at the times permitted by the laws or regulations governing the Depositary unless the Company requests that such papers be retained for a longer period.

SECTION 5.11. Exclusivity.

Subject to Section 5.04, the Company agrees not to appoint any other depositary for issuance of American or global depositary receipts for the Shares so long as JPMorgan Chase Bank, N.A. is acting as Depositary hereunder.

SECTION 5.12. List of Restricted Securities Owners.

The Company shall provide to the Depositary a list setting forth, to the actual knowledge of the Company, those persons or entities who beneficially own Restricted Securities as of the date hereof and the Company shall update that list on a regular basis as changes occur. The Company agrees to advise in writing each of the persons or entities so listed that such Restricted Securities, so long as they remain such, are ineligible for deposit hereunder. The Depositary (i) may rely on the list provided under this Section 5.12, as most recently updated, but shall not be liable for any action or omission made in reliance thereon and (ii) shall keep such a list strictly confidential, except as required by applicable law, legal process, regulation, judicial or administrative proceeding.

**ARTICLE 6. AMENDMENT AND TERMINATION**

SECTION 6.01. Amendment.

The form of the Receipts and any provisions of this Deposit Agreement may at any time and from time to time be amended by agreement between the Company and the Depositary without the consent of Owners or Beneficial Owners in any respect which they may deem necessary or desirable. Any amendment which shall impose or increase any fees or charges (other than taxes and other governmental charges, registration fees, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or which shall otherwise prejudice any substantial existing right of Owners, shall, however, not become effective as to outstanding Receipts until the expiration of 30 days after notice of such amendment shall have been given to the Owners of outstanding Receipts. Every Owner and Beneficial Owner, at the time any amendment so becomes effective, shall be deemed, by continuing to hold such Receipt

or any interest therein, to consent and agree to such amendment and to be bound by the Deposit Agreement as amended thereby. In no event shall any amendment impair the right of the Owner of any Receipt to surrender such Receipt and receive therefor the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law.

The Company and the Depositary shall each use their reasonable efforts to amend this Deposit Agreement as necessary to reflect changes in English or U.S. law and in the Company's Memorandum and Articles of Association.

SECTION 6.02. Termination.

The Depositary shall, at any time at the direction of the Company, terminate this Deposit Agreement by mailing notice of such termination to the Owners of all Receipts then outstanding at least 30 days prior to the date fixed in such notice for such termination. The Depositary may likewise terminate this Deposit Agreement by mailing notice of such termination to the Company and the Owners of all Receipts then outstanding, if at any time 60 days shall have expired after the Depositary shall have delivered to the Company a written notice of its election to resign and a successor depositary shall not have been appointed and accepted its appointment as provided in Section 5.04. On and after the date of termination, the Owner of a Receipt will, upon (a) surrender of such Receipt at the Principal Office of the Depositary, and (b) payment of the fee of the Depositary for the surrender of Receipts referred to in section 2.05, and (c) payment of any applicable taxes or governmental charges, be entitled to delivery, to him or upon his order, of the amount of Deposited Securities represented by the American Depositary Shares evidenced by such Receipt. If any Receipts shall remain outstanding after the date of termination, the Depositary thereafter shall discontinue the registration of transfers of Receipts, shall suspend the distribution of dividends to the Owners thereof, and shall not give any further notices or perform any further acts under this Deposit Agreement, except that the Depositary shall continue to collect dividends and other distributions pertaining to Deposited Securities, shall sell rights and other property as provided in this Deposit Agreement, and shall continue to deliver Deposited Securities, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for Receipts surrendered to the Depositary (after deducting, in each case, any expenses for the account of the Owner of such Receipt in accordance with the terms and conditions of this Deposit Agreement, and any applicable taxes or governmental charges) and for its obligations under Section 5.08 hereof. At any time after the expiration of six months from the date of termination, the Depositary may sell the Deposited Securities then held hereunder and may thereafter hold the net proceeds of any such sale, together with any other cash then held by it hereunder, without liability for interest, for the pro rata benefit of the Owners of Receipts which have not theretofore been surrendered, such Owners thereupon becoming general creditors of the Depositary with respect to such net proceeds. All such proceeds and cash shall be invested in direct obligations of the federal government of the United States. After making such sale, the Depositary shall be discharged from all obligations under this Deposit Agreement, except to account for such net proceeds and other cash (after deducting, in each case, the fee of the Depositary for the surrender of a Receipt, any expenses for the account of the Owner of such Receipt in accordance with the terms and conditions of this Deposit Agreement, and any applicable taxes or governmental charges) and for its obligations under Section 5.08 hereof.

Upon the termination of this Deposit Agreement, the Company shall be discharged from all obligations under this Deposit Agreement except for its obligations to the Depositary under Sections 5.08 and 5.09.

**ARTICLE 7. MISCELLANEOUS**

SECTION 7.01. Counterparts.

This Deposit Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument. Copies of this Deposit Agreement shall be filed with the Depositary and the Custodian and shall be open to inspection by any Owner or Beneficial Owner during business hours.

SECTION 7.02. No Third Party Beneficiaries.

This Deposit Agreement is for the exclusive benefit of the parties hereto and, except with respect to indemnification of the Custodian as set forth in Section 5.08, shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.

SECTION 7.03. Severability.

In case any one or more of the provisions contained in this Deposit Agreement or in the Receipts should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall in no way be affected, prejudiced or disturbed thereby.

SECTION 7.04. Owners and Beneficial Owners as Parties; Binding Effect.

The Owners and Beneficial Owners of Receipts from time to time shall be parties to this Deposit Agreement and shall be bound by all of the terms and conditions hereof and of the Receipts by acceptance thereof or any interest therein.

SECTION 7.05. Notices.

Any and all notices to be given to the Company shall be deemed to have been duly given if in English and personally delivered or sent by mail or cable, telex or facsimile transmission confirmed by letter, addressed to Royal Dutch Shell plc, Shell Centre, London SE1 7NA, England, Attn: Company Secretary, or any other place to which the Company may have transferred its registered office with notice to the Depositary.

Any and all notices to be given to the Depositary shall be deemed to have been duly given if in English and personally delivered or sent by mail or cable, telex or facsimile transmission confirmed by letter, addressed to JPMorgan Chase Bank, N.A., Four New York Plaza, New York, New York 10286, Attention: American Depositary Receipt Administration, or any

other place to which the Depositary may have transferred its Principal Office with notice to the Company.

Any and all notices to be given to any Owner shall be deemed to have been duly given if in English and personally delivered or sent by mail or cable, telex or facsimile transmission confirmed by letter, addressed to such Owner at the address of such Owner as it appears on the transfer books for Receipts of the Depositary, or, if such Owner shall have filed with the Depositary a written request that notices intended for such Owner be mailed to some other address, at the address designated in such request.

Delivery of a notice sent by mail or cable, telex or facsimile transmission shall be deemed to be effective at the time when a duly addressed letter containing the same (or a confirmation thereof in the case of a cable, telex or facsimile transmission) is deposited, postage prepaid, in a post-office letter box. The Depositary or the Company may, however, act upon any cable, telex or facsimile transmission received by it, notwithstanding that such cable, telex or facsimile transmission shall not subsequently be confirmed by letter as aforesaid.

SECTION 7.06. Compliance with U.S. Securities Laws.

Notwithstanding anything in this Deposit Agreement to the contrary, the Company and the Depositary each agrees that it will not exercise any rights it has under this Deposit Agreement to permit the withdrawal or delivery of Deposited Securities in a manner which would violate the U.S. securities laws, including, but not limited to, Section I.A.(1) of the General Instructions to the Form F-6 registration statement, as amended from time to time, under the Securities Act of 1933.

SECTION 7.07. Governing Law; Jurisdiction.

This Deposit Agreement and the Receipts shall be interpreted and all rights hereunder and thereunder and provisions hereof and thereof shall be governed by the laws of the State of New York.

It is hereby acknowledged and agreed that Owners and Beneficial Owners of ADRs, as such, are not shareholders of the Company and have no direct rights of a shareholder against the Company. The rights of holders of and of the Company with respect to the Shares are governed exclusively by the Company's Memorandum and Articles of Association and the laws of England and Wales.

The Company and, by holding a Receipt, each Owner, but not the Depositary or its agents hereunder, shall be bound by the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles of Association of the Company from time to time (the "Articles"), as if all references therein to "shareholder" were replaced with "ADR holder". Articles 152, 153 and 154 of the Articles shall accordingly be incorporated, *mutatis mutandis*, into the terms of this Deposit Agreement. A copy of articles 152, 153 and 154 of the Articles is available upon written request to the Company. All cross-references to the Articles in this Article 13 and in Section 7.07 of the Deposit Agreement will be updated and amended without further action of any party in the event the Articles themselves are renumbered. English law shall govern any such arbitration.

IN WITNESS WHEREOF, ROYAL DUTCH SHELL plc and JPMORGAN CHASE BANK, N.A. have duly executed this Deposit Agreement as of the day and year first set forth above and all Owners and Beneficial Owners shall become parties hereto upon acceptance by them of Receipts issued in accordance with the terms hereof or any interest therein.

ROYAL DUTCH SHELL plc

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Depositary

By: _____
Name:
Title:

**EXHIBIT A**

**No.**

**AMERICAN DEPOSITARY SHARES**
(Each American Depositary Share represents two deposited Shares)

**JPMORGAN CHASE BANK, N.A.**
**AMERICAN DEPOSITARY RECEIPT**
**FOR ORDINARY SHARES**
**NOMINAL VALUE 0.25 GBP EACH OF**
**ROYAL DUTCH SHELL plc**
**(INCORPORATED UNDER THE LAWS OF ENGLAND AND WALES)**

JPMorgan Chase Bank, N.A., as depositary (herein called the Depositary), hereby certifies that_____, or registered assigns IS THE OWNER OF _____

**AMERICAN DEPOSITARY SHARES**

representing deposited ordinary shares (herein called Shares) of Royal Dutch Shell plc, incorporated under the laws of England and Wales (herein called the Company). At the date hereof, each American Depositary Share represents two Shares deposited or subject to deposit under the Deposit Agreement (as such term is hereinafter defined) at the principal Amsterdam office of ING Groep NV.

**THE DEPOSITARY'S PRINCIPAL OFFICE ADDRESS IS**
**FOUR NEW YORK PLAZA, NEW YORK, N.Y. 10004**

**1. THE DEPOSIT AGREEMENT.**

This American Depositary Receipt is one of an issue (herein called Receipts), all issued and to be issued upon the terms and conditions set forth in the deposit agreement, dated as of ___, 2005, as the same may be amended from time to time in accordance with its terms (the "Deposit Agreement"), by and among the Company, the Depositary, and all Owners and Beneficial Owners from time to time of Receipts issued thereunder, each of whom by accepting a Receipt or any interest therein agrees to become a party thereto and become bound by all the terms and conditions thereof. The Deposit Agreement sets forth the rights of Owners and Beneficial Owners of the Receipts and the rights and duties of the Depositary in respect of the Shares deposited thereunder and any and all other securities, property and cash from time to time received in respect of such Shares and held thereunder (such Shares, securities, property, and cash are herein called Deposited Securities). Copies of the Deposit Agreement are on file at the Depositary's Principal Office in New York City and at the office of the Custodian.

The statements made on the face and reverse of this Receipt are summaries of certain provisions of the Deposit Agreement and are qualified by and subject to the detailed provisions of the Deposit Agreement, to which reference is hereby made. Capitalized terms defined in the Deposit Agreement and not defined herein shall have the meanings set forth in the Deposit Agreement.

**2. SURRENDER OF RECEIPTS AND WITHDRAWAL OF SHARES.**

Upon surrender at the Principal Office of the Depositary of a Receipt in certificated form or proper instructions and documentation, in the case of a Direct Registration Receipt, and upon payment of the fee of the Depositary provided in this Receipt, and subject to the terms and conditions of the Deposit Agreement and English law, the Owner hereof is entitled to delivery, to him or upon his order, of the Deposited Securities at the time represented by the American Depositary Shares for which this Receipt is issued. Delivery of such Deposited Securities may be made by the delivery of (a) to the extent applicable, certificates in the name of the Owner hereof or as ordered by him or certificates properly endorsed or accompanied by proper instruments of transfer (b) Deposited Securities to an account designated by such Owner with the Euroclear Nederland (including any successors thereto, "Euroclear Nederland") or an institution that maintains accounts with the Euroclear Nederland and (c) any other securities, property and cash to which such Owner is then entitled in respect of this Receipt. In the case of certificated Deposited Securities, such delivery will be made at the option of the Owner hereof, either at the office of the Custodian or at the Principal Office of the Depositary, provided that the forwarding of certificates for Shares or other Deposited Securities for such delivery at the Principal Office of the Depositary shall be at the risk and expense of the Owner hereof.

To the extent applicable, the Owner requesting withdrawal of Shares shall have the sole responsibility for ensuring that such Owner, or its customer, has a valid account with Euroclear Nederland or an institution that maintains accounts with Euroclear Nederland and that the information required for the book-entry transfer to such account is accurately and promptly provided to the Depositary.

**3. TRANSFERS, SPLIT-UPS, AND COMBINATIONS OF RECEIPTS.**

The transfer of this Receipt is registrable on the books of the Depositary at its Principal Office by the Owner hereof in person or by a duly authorized attorney, upon surrender of this Receipt properly endorsed for transfer or accompanied by proper instruments of transfer and funds sufficient to pay any applicable transfer taxes and the expenses of the Depositary and upon compliance with such regulations, if any, as the Depositary may establish for such purpose. This Receipt may be split into other such Receipts, or may be combined with other such Receipts into one Receipt, evidencing the same aggregate number of American Depositary Shares as the

Receipt or Receipts surrendered. As a condition precedent to the execution and delivery, registration of transfer, split-up, combination, or surrender of any Receipt or withdrawal of any Deposited Securities, the Depositary, the Custodian, or Registrar may require payment from the depositor of the Shares or the presenter of the Receipt of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees as provided in this Receipt, may require the production of proof satisfactory to it as to the identity and genuineness of any signature and may also require compliance with any regulations the Depositary may establish consistent with the provisions of the Deposit Agreement or this Receipt, including, without limitation, this Article 3.

The delivery of Receipts against deposit of Shares generally or against deposit of particular Shares may be suspended, or the transfer of Receipts in particular instances may be refused, or the registration of transfer of outstanding Receipts generally may be suspended, during any period when the transfer books of the Depositary are closed, or if any such action is deemed necessary or advisable by the Depositary or the Company at any time or from time to time because of any requirement of law or of any government or governmental body or commission, or under any provision of the Deposit Agreement or this Receipt, or for any other reason, subject to the provisions of Section 7.07 of the Deposit Agreement. Notwithstanding any other provision of the Deposit Agreement or the Receipts, the surrender of outstanding Receipts and withdrawal of Deposited Securities may not be suspended. The Depositary shall not knowingly accept for deposit under the Deposit Agreement any Shares which would be required to be registered under the provisions of the Securities Act of 1933 for the public offer and sale thereof in the United States unless a registration statement is in effect as to such Shares for such offer and sale. The Depositary will use reasonable efforts to comply with written instructions of the Company that the Depositary shall not accept for the deposit hereunder any Shares identified in such circumstances as may reasonably be specified in such restrictions to facilitate the Company's compliance with the U.S. securities laws. Notwithstanding anything to the contrary in the Deposit Agreement, Owners shall be entitled to surrender Receipts and withdraw Deposited Securities as provided in Section 2.05 of the Deposit Agreement at any time, subject only to (i) temporary delays caused by closing the transfer books of the Depositary or the Company or the deposit of Shares in connection with voting at a shareholders' meeting, or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the Receipts or to the withdrawal of the Deposited Securities and (iv) any other reason that may at any time be specified in paragraph I.(A)(1) of the General Instructions to Form F-6 under the Securities Act of 1933, from time to time in effect, or any successor provision thereto.

**4. LIABILITY OF OWNER OR BENEFICIAL OWNER FOR TAXES.**

If any tax or other governmental charge shall become payable with respect to any Receipt or any Deposited Securities represented hereby, such tax or other governmental charge shall be payable by the Owner or Beneficial Owner hereof to the Depositary. The Depositary may refuse to effect any transfer of this Receipt or any withdrawal of Deposited Securities represented by American Depositary Shares evidenced by such Receipt until such payment is made, and may withhold any dividends or other distributions, or may sell for the account of the

Owner or Beneficial Owner hereof any part or all of the Deposited Securities represented by the American Depositary Shares evidenced by this Receipt, and may apply such dividends or other distributions or the proceeds of any such sale in payment of such tax or other governmental charge and the Owner or Beneficial Owner hereof shall remain liable for any deficiency. Neither the Company nor the Depositary shall be liable for failure of an Owner to comply with applicable tax laws or governmental charges.

**5. WARRANTIES ON DEPOSIT OF SHARES.**

Every person depositing Shares under the Deposit Agreement shall be deemed thereby to represent and warrant that such Shares and each certificate therefor are validly issued, fully paid, non-assessable, and were not issued in violation of any preemptive or similar rights of the holders of outstanding Shares and that the person making such deposit is duly authorized so to do. Every such person shall also be deemed to represent that such Shares are not, and American Depositary Shares representing such Shares would not be, Restricted Securities. Such representations and warranties shall survive the deposit of Shares and delivery of Receipts.

**6. FILING PROOFS, CERTIFICATES, AND OTHER INFORMATION.**

Any person presenting Shares for deposit or any Owner or Beneficial Owner of a Receipt may be required from time to time to file with the Depositary or the Custodian such proof of citizenship or residence, exchange control approval, or such information relating to the registration on the books of the Company or the Foreign Registrar, if applicable, to execute such certificates and to make such representations and warranties, as the Depositary may deem necessary or proper.

The Depositary may, and shall if requested by the Company pursuant to the provisions of Section 7.07 of the Deposit Agreement, withhold the delivery or registration of transfer of any Receipt or the distribution of any dividend or sale or distribution of rights or of the proceeds thereof or the delivery of any Deposited Securities until such proof or other information is filed or such certificates are executed or such representations and warranties made. The Depositary shall notify the Company, upon its request, of the availability of any such proofs, certificates or other information and shall provide copies thereof to the Company as promptly as practicable upon request by the Company, unless such disclosure is prohibited by law. No Share shall be accepted for deposit unless accompanied by evidence satisfactory to the Depositary that any necessary approval, where relevant, has been granted by any governmental body in England and Wales that is then performing the function of the regulation of currency exchange.

**7. CHARGES OF DEPOSITARY.**

The Company agrees to pay the fees, reasonable expenses and out-of-pocket charges of the Depositary and those of any Registrar only in accordance with agreements in writing entered into between the Depositary and the Company from time to time. The Depositary shall present its statement for such charges and expenses to the Company once every three months. The charges and expenses of the Custodian are for the sole account of the Depositary.

The following charges shall be incurred by any party depositing or withdrawing Shares or by any party surrendering Receipts or to whom Receipts are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the Receipts or Deposited Securities or a distribution of Receipts pursuant to Section 4.03 of the Deposit Agreement), or by Owners, as applicable: (1) taxes and other governmental charges, (2) such registration fees as may from time to time be in effect for the registration of transfers of Shares generally on the Share register of the Company or Foreign Registrar and applicable to transfers of Shares to or from the name of the Depositary or its nominee or the Custodian or its nominee on the making of deposits or withdrawals under the terms of the Deposit Agreement, (3) such cable, telex and facsimile transmission expenses as are expressly provided in the Deposit Agreement, (4) such expenses as are incurred by the Depositary in the conversion of foreign currency pursuant to Section 4.05 of the Deposit Agreement, (5) a fee of $5.00 or less per 100 American Depositary Shares (or portion thereof) for the execution and delivery of Receipts pursuant to Section 2.03, 4.03 or 4.04 of the Deposit Agreement and the surrender of Receipts pursuant to Section 2.05 or 6.02 of the Deposit Agreement and (6) a fee for the distribution of securities pursuant to Section 4.02 of the Deposit Agreement, such fee being in an amount equal to the fee for the execution and delivery of American Depositary Shares referred to above which would have been charged as a result of the deposit of such securities (for purposes of this clause 7 treating all such securities as if they were Shares), but which securities are instead distributed by the Depositary to Owners.

The Depositary, subject to Article 8 hereof, may own and deal in any class of securities of the Company and its affiliates and in Receipts.

**8. LOANS AND PRE-RELEASE OF SHARES AND RECEIPTS.**

The Depositary will lend neither the Shares held under the Deposit Agreement nor the Receipts, provided, however, that the Depositary reserves the right to execute and deliver Receipts prior to the receipt of Shares pursuant to Section 2.02 of the Deposit Agreement on the terms and conditions set forth below and in the Deposit Agreement. The Depositary may receive Receipts in lieu of Shares as settlement of the pre-release of a Receipt. Subject to the terms and conditions of this Deposit Agreement, the Pre-Release of Receipts may occur only if (i) Pre-released Receipts are fully collateralized (marked to market daily) with cash or U.S. government securities in an amount equal to not less than 100% of the market value of the Pre-Released Receipts held by the Depositary for the benefit of Owners (but such collateral shall not constitute Deposited Securities), (ii) each recipient of Pre-released Receipts agrees in writing with the Depositary that such recipient (a) owns such Shares, (b) assigns all beneficial right, title and interest therein to the Depositary, (c) holds such Shares for the account of the Depositary and (d) will deliver such Shares to the Custodian as soon as practicable and promptly upon demand therefor and (iii) all Pre-released Receipts evidence not more than 20% of all American Depositary Shares (excluding those evidenced by Pre-released Receipts) or such other percentage as the Company and the Depositary may from time to time agree in writing, of the total number of Shares represented by Receipts except to the extent, if any, that such limitation is exceeded solely because of the withdrawal of Deposited Securities subsequent to the execution and delivery of Pre-Released Receipts in compliance with such limitation. The Depositary will also set limits with respect to the number of Receipts and

Shares involved in transactions to be done under the Deposit Agreement with anyone person on a case by case basis as it deems appropriate. The Depositary may retain for its own account any compensation received by it in connection with the foregoing.

**9. TITLE TO RECEIPTS.**

It is a condition of this Receipt and every successive Owner and Beneficial Owner of this Receipt by accepting or holding the same consents and agrees, that title to this Receipt when properly endorsed or accompanied by proper instruments of transfer, is transferable by delivery with the same effect as in the case of a negotiable instrument under the laws of New York; provided, however, that the Depositary, notwithstanding any notice to the contrary, may treat the person in whose name this Receipt is registered on the books of the Depositary as the absolute owner hereof for the purpose of determining the person entitled to distribution of dividends or other distributions or to any notice provided for in the Deposit Agreement or for all other purposes.

**10. VALIDITY OF RECEIPT.**

This Receipt shall not be entitled to any benefits under the Deposit Agreement or be valid or obligatory for any purpose, unless this Receipt shall have been executed by the Depositary by the manual signature of a duly authorized signatory of the Depositary; provided, however, that such signature may be a facsimile if a Registrar for the Receipts shall have been appointed and such Receipts are countersigned by the manual signature of a duly authorized officer of the Registrar.

**11. REPORTS; INSPECTION OF TRANSFER BOOKS.**

The Company is subject to the periodic reporting requirements of the Securities Exchange Act of 1934 and accordingly files certain reports with the United States Securities and Exchange Commission (hereinafter called the “Commission”). Such reports and other information may be inspected and copied at public reference facilities maintained by the Commission located at the date hereof at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549.

The Depositary will make available for inspection by Owners of Receipts at its Principal Office, any reports and communications, including any proxy soliciting material, received from the Company which are both (a) received by the Depositary as the holder of the Deposited Securities and (b) made generally available to the holders of such Deposited Securities by the Company. The Depositary will also, upon written request, send to Owners of Receipts copies of such reports when furnished by the Company pursuant to the Deposit Agreement. Any such reports and communications, including any such proxy soliciting material, furnished to the Depositary by the Company shall be furnished in English to the extent such materials are required to be translated into English pursuant to any regulations of the Commission.

The Depositary will keep books, at its Principal Office, for the registration of Receipts and transfers of Receipts which at all reasonable times shall be open for inspection by the Owners of Receipts provided that such inspection shall not be for the purpose of

communicating with Owners of Receipts in the interest of a business or object other than the business of the Company or a matter related to the Deposit Agreement or the Receipts.

**12. DIVIDENDS AND DISTRIBUTIONS.**

Notwithstanding any rights under the Company's articles of association, dividends paid on the Deposited Securities that are not paid to the Depositary or its nominee or Custodian in US Dollars will be paid by the Company in euro. Whenever the Depositary receives any cash dividend or other cash distribution on any Deposited Securities distribution in respect of any Deposited Securities (including, without limitation, any dividend paid to holders of Shares in a foreign currency, the Depositary will, if at the time of receipt thereof any amounts received in a foreign currency can in the judgment of the Depositary be converted on a reasonable basis into United States dollars transferable to the United States, and subject to the Deposit Agreement, convert such dividend or distribution into Dollars. Promptly after the settlement of such conversion or, in the in the case of any cash dividend or other cash distribution received by the Depositary in Dollars, the Depositary shall as promptly as practicable, distribute the amount thus received (net of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.09 of the Deposit Agreement) to the Owners of Receipts entitled thereto; provided, however, that in the event that the Company or the Depositary is required to withhold and does withhold from any cash dividend or other cash distribution in respect of any Deposited Securities an amount on account of taxes, the amount distributed to the Owners of the Receipts evidencing American Depositary Shares representing such Deposited Securities shall be reduced accordingly.

Subject to the provisions of Section 4.11 and 5.09 of the Deposit Agreement, whenever the Depositary receives any distribution other than a distribution described in Section 4.01, 4.03 or 4.04 of the Deposit Agreement, the Depositary will cause the securities or property received by it to be distributed to the Owners entitled thereto, in any manner that the Depositary may deem equitable and practicable for accomplishing such distribution; provided, however, that if in the reasonable opinion of the Depositary such distribution cannot be made proportionately among the Owners of Receipts entitled thereto, or if for any other reason the Depositary deems such distribution not to be feasible, the Depositary may, after consultation with the Company, adopt such method as it may deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, and the net proceeds of any such sale (net of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.09 of the Deposit Agreement) will be distributed by the Depositary to the Owners of Receipts entitled thereto all in the manner and subject to the conditions described in Section 4.01 of the Deposit Agreement; provided, however, that no distribution to Owners pursuant to Section 4.02 of the Deposit Agreement shall be unreasonably delayed by any action or inaction of the Depositary or any of its agents. The Depositary may withhold any distribution of securities under this Section 4.02 if it has not received satisfactory assurances from the Company that the distribution does not require registration under the Securities Act of 1933.

If any distribution consists of a dividend in, or free distribution of, Shares, the Depositary may, and shall if the Company shall so request, distribute to the Owners of outstanding Receipts entitled thereto, additional Receipts evidencing an aggregate number of American Depositary Shares representing the amount of Shares received as such dividend or free distribution subject to the terms and conditions of the Deposit Agreement with respect to the

deposit of Shares and the issuance of American Depositary Shares evidenced by Receipts, including the withholding of any tax or other governmental charge as provided in Section 4.11 of the Deposit Agreement and the payment of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.09 of the Deposit Agreement; provided, however, that no distribution to Owners pursuant to this Section 4.03 shall be unreasonably delayed by any action or inaction of the Depositary or any of its agents. The Depositary may withhold any such distribution of Receipts if it has not received reasonably satisfactory assurances from the Company that such distribution does not require registration under the Securities Act of 1933 or is exempt from registration under the provisions of such Act. In lieu of delivering Receipts for fractional American Depositary Shares in any such case, the Depositary shall sell the amount of Shares represented by the aggregate of such fractions and distribute the net proceeds, all in the manner and subject to the conditions described in Section 4.01 of the Deposit Agreement. If additional Receipts are not so distributed, each American Depositary Share shall thenceforth also represent the additional Shares distributed upon the Deposited Securities represented thereby.

In the event that the Depositary determines that any distribution in property (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charge which the Depositary is obligated to withhold, the Depositary may by public or private sale dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner as the Depositary reasonably deems necessary and practicable to pay any such taxes or charges, and the Depositary shall distribute the net proceeds of any such sale after deduction of such taxes or charges to the Owners of Receipts entitled thereto.

Subject to the rules and regulations of any stock exchange upon which the American Depositary Shares may be traded, the Depositary shall endeavor to convert the funds as promptly as practicable and that distributions to Owners pursuant to Section 4.01 of the Deposit Agreement are made within five New York Stock Exchange trading days of the day on which the cash dividend or cash distribution on the Deposited Securities is received by the Depositary.

**13. RIGHTS.**

In the event that the Company shall offer or cause to be offered to the holders of any Deposited Securities any rights to subscribe for additional Shares or any rights of any other nature, the Depositary, after consultation with the Company, shall have discretion as to the procedure to be followed in making such rights available to any Owners or in disposing of such rights on behalf of any Owners and making the net proceeds available to such Owners or, if by the terms of such rights offering or for any other reason, the Depositary may not either make such rights available to any Owners or dispose of such rights and make the net proceeds available to such Owners, then the Depositary shall allow the rights to lapse. If at the time of the offering of any rights the Depositary, after consultation with the Company, determines in its reasonable discretion that it is lawful and feasible to make such rights available to all or certain Owners but not to other Owners, the Depositary may, and at the request of the Company shall, distribute to any Owner to whom it determines the distribution to be lawful and feasible, in

proportion to the number of American Depositary Shares held by such Owner, warrants or other instruments therefor in such form as it deems appropriate.

In circumstances in which rights would otherwise not be distributed, if an Owner of Receipts requests the distribution of warrants or other instruments in order to exercise the rights allocable to the American Depositary Shares of such Owner hereunder, the Depositary will make such rights available to such Owner upon written notice from the Company to the Depositary that (a) the Company has elected in its sole discretion to permit such rights to be exercised and (b) such Owner has executed such documents as the Company has determined in its sole discretion are reasonably required under applicable law.

If the Depositary has distributed warrants or other instruments for rights to all or certain Owners, then upon instruction from such an Owner pursuant to such warrants or other instruments to the Depositary from such Owner to exercise such rights, upon payment by such Owner to the Depositary for the account of such Owner of an amount equal to the purchase price of the Shares to be received upon the exercise of the rights, and upon payment of the fees and expenses of the Depositary and any other charges as set forth in such warrants or other instruments, the Depositary shall, on behalf of such Owner, exercise the rights and purchase the Shares, and the Company shall cause the Shares so purchased to be delivered to the Depositary on behalf of such Owner. As agent for such Owner, the Depositary will cause the Shares so purchased to be deposited pursuant to Section 2.02 of the Deposit Agreement, and shall, pursuant to Section 2.03 of the Deposit Agreement, execute and deliver Receipts to such Owner; provided, however, that in the case of a distribution pursuant to the second paragraph of this Article 13, such Receipts shall be legended in accordance with applicable U.S. laws, and shall be subject to the appropriate restrictions on sale, deposit, cancellation, and transfer under applicable United States laws.

If the Depositary determines that it is not lawful and feasible to make such rights available to all or certain Owners, it may sell the rights, warrants or other instruments in proportion to the number of American Depositary Shares held by the Owners to whom it has determined it may not lawfully or feasibly make such rights available, and allocate the net proceeds of such sales (net of the fees and expenses of the Depositary as provided in Section 5.09 of the Deposit Agreement and all taxes and governmental charges payable in connection with such rights and subject to the terms and conditions of the Deposit Agreement) for the account of such Owners otherwise entitled to such rights, warrants or other instruments, upon an averaged or other practical basis without regard to any distinctions among such Owners because of exchange restrictions or the date of delivery of any Receipt or otherwise.

The Depositary will not offer rights to Owners unless both the rights and the securities to which such rights relate are either exempt from registration under the Securities Act of 1933 with respect to a distribution to all Owners or are registered under the provisions of the Securities Act of 1933, provided, that nothing in the Deposit Agreement shall create any obligation on the part of the Company to file a registration statement with respect to such rights or underlying securities or to endeavor to have such a registration statement declared effective. If an Owner of Receipts requests the distribution of warrants or other instruments, notwithstanding that there has been no such registration under such Act, the Depositary shall not

effect such distribution unless it has received an opinion from recognized counsel in the United States for the Company upon which the Depositary may rely that such distribution to such Owner is exempt from such registration. The Company will have no obligation under the Deposit Agreement to register such rights under the Securities Act of 1933.

The Depositary shall not be responsible for any failure to determine that it may be lawful or feasible to make such rights available to Owners in general or any Owner in particular.

**14. CONVERSION OF FOREIGN CURRENCY.**

Whenever the Depositary or the Custodian shall receive foreign currency, by way of dividends or other distributions or the net proceeds from the sale of securities, property or rights the Depositary shall, as promptly as practicable, convert or cause to be converted, by sale or in any other manner that it may reasonably determine, such foreign currency into Dollars, and such Dollars shall be distributed to the Owners entitled thereto or, if the Depositary shall have distributed any warrants or other instruments which entitle the holders thereof to such Dollars, then to the holders of such warrants or instruments upon surrender thereof for cancellation. Such distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Owners on account of exchange restrictions, the date of delivery of any Receipt or otherwise and shall be net of any expenses of conversion into Dollars incurred by the Depositary as provided in Section 5.09 of the Deposit Agreement.

If such conversion or distribution can be effected only with the approval or license of any government or agency thereof, the Depositary shall file such application for approval or license, if any, as it may deem desirable.

If at any time the Depositary shall determine that in its reasonable judgment any foreign currency received by the Depositary or the Custodian is not convertible on a reasonable basis into Dollars transferable to the United States, or if any approval or license of any government or agency thereof which is required for such conversion is denied or in the reasonable opinion of the Depositary is not obtainable, or if any such approval or license is not obtained within a reasonable period as determined by the Depositary, the Depositary may distribute the foreign currency (or an appropriate document evidencing the right to receive such foreign currency) received by the Depositary to, or in its reasonable discretion may hold such foreign currency uninvested and without liability for interest thereon for the accounts of, the Owners entitled to receive the same.

If any such conversion of foreign currency, in whole or in part, cannot be effected for distribution to some of the Owners entitled thereto, the Depositary may in its discretion make such conversion and distribution in Dollars to the extent permissible to the Owners entitled thereto and may distribute the balance of the foreign currency received by the Depositary to, or hold such balance uninvested and without liability for interest thereon for the accounts of, the Owners entitled thereto.

**15. RECORD DATES.**

Whenever any cash dividend or other cash distribution shall become payable or any distribution other than cash shall be made, or whenever rights shall be issued with respect to the Deposited Securities, or whenever the Depositary shall receive notice of any meeting of holders of Shares or other Deposited Securities, or whenever for any reason the Depositary causes a change in the number of Shares that are represented by each American Depositary Share, or whenever the Depositary shall find it necessary, the Depositary shall fix a record date (a) for the determination of the Owners of Receipts who shall be (i) entitled to receive such dividend, distribution or rights or the net proceeds of the sale thereof, (ii) entitled to give instructions for the exercise of voting rights at any such meeting or (iii) responsible for any fees or charges assessed by the Depositary pursuant to the Deposit Agreement, or (b) on or after which each American Depositary Share will represent the changed number of Shares, subject to the provisions of the Deposit Agreement. The record date shall be fixed in accordance with any applicable rules of the New York Stock Exchange. The Depositary shall advise the Company and the New York Stock Exchange of any record date so fixed by the Depositary.

**16. VOTING OF DEPOSITED SECURITIES.**

Upon the written request of an Owner of record of a Receipt as of the record date (the "Voting Record Date") received on or before the date established by the Depositary for such purpose (the "Instruction Date"), the Depositary will endeavor to cause the appointment (or, if the Deposited Securities are registered in the name of or held by its Custodian or a nominee, the Depositary hereby agrees to procure that the Custodian or its nominee shall cause the appointment) subject to the Articles of Association of the Company, of such Owner as of the Voting Record Date fixed by the Depositary in accordance with Section 4.06 of the Deposit Agreement as a proxy in respect of any meeting (including any adjourned meeting) at such Owner entitled to attend and vote at in respect of the Deposited Securities represented by the American Depositary Shares evidenced by the Receipts held by such Owners on the Voting Record Date. In respect of any such meeting each such Owner may appoint either a person nominated by the Depositary its Custodian or nominee to vote on behalf of the Owner subject to and in accordance with the provisions of Section 4.07 of the Deposit Agreement and the Articles of Association of the Company. Upon receipt of notice of any meeting of holders of Shares or other Deposited Securities, if requested in writing by the Company the Depositary shall, as soon as practicable thereafter, mail to the Owners of record as of the Voting Record Date a notice, the form of which notice shall be approved of by the Company which shall contain (a) such information as is contained in such notice of meeting, (b) a Voting instruction card in the form prepared by the Depositary after consultation with the Company, (c) a statement that the Owners of record as of the close of business on the Voting Record Date will be entitled, subject to any applicable provision of English law and of the Memorandum and Articles of Association of the Company and the provisions of or governing the Deposited Securities, either (i) to use such Voting instruction card to inform the Depositary that the Owner intends to attend such meeting as the proxy of the Depositary, the Custodian or its nominee as appropriate solely with respect to the Shares or other Deposited Securities represented by American Depositary Shares evidenced by such Owner's Receipts or (ii) to instruct such person nominated by the Depositary its Custodian or nominee as

, the Custodian or nominee as to the exercise of the voting rights pertaining to the number of Shares or other Deposited Securities represented by the American Depositary Shares evidenced by such Owner's Receipts, and (d) a brief statement as to the manner in which voting instructions may be given to the person nominated by the Depositary. Upon the written request of an Owner of record of a Receipt on the Voting Record Date, received on or before the Instruction Date the Depositary shall endeavor, in so far as practicable, to vote or cause to be voted the number of Shares or other Deposited Securities represented by the American Depositary Shares evidenced by such Receipt in accordance with the instructions set forth in such request. Neither the Depositary, nor the Custodian nor the nominee of either of them shall vote or attempt to exercise the right to vote that attaches to the Shares or other Deposited Securities, other than in accordance with such written instructions from Owners given in accordance with Section 4.07 of the Deposit Agreement. If no valid written instructions are received by the Depositary from an Owner with respect to any of the number of Deposited Securities represented by the American Depositary Shares evidenced by such Owner's Receipts on or before the Instruction Date, that number of Deposited Securities shall not be voted by the Depositary, the Custodian or the nominee of either of them.

There can be no assurance that Owners generally or any Owner in particular will receive the notice described in the preceding paragraph sufficiently prior to the Instruction Date to ensure that the Depositary will appoint the Owner as proxy or vote the Shares or other Deposited Securities in accordance with the provisions set forth in the preceding paragraph.

**17. CHANGES AFFECTING DEPOSITED SECURITIES.**

In circumstances where the provisions of Section 4.03 of the Deposit Agreement do not apply, upon any change in nominal value, change in par value, split-up, consolidation, or any other reclassification of Deposited Securities, or upon any recapitalization, reorganization, merger or consolidation, or sale of assets affecting the Company or to which it is a party, any securities which shall be received by the Depositary or a Custodian in exchange for or in conversion of or in respect of Deposited Securities shall be treated as new Deposited Securities under the Deposit Agreement, and American Depositary Shares shall thenceforth represent, in addition to the existing Deposited Securities, the right to receive the new Deposited Securities so received in exchange or conversion, unless additional Receipts are delivered pursuant to the following sentence. In any such case the Depositary may, and shall if the Company shall so reasonably request, execute and deliver additional Receipts as in the case of a dividend in Shares, or call for the surrender of outstanding Receipts to be exchanged for new Receipts specifically describing such new Deposited Securities.

**18. LIABILITY OF THE COMPANY AND DEPOSITARY.**

Neither the Depositary nor the Company nor any of their directors, employees, agents or affiliates shall incur any liability to any Owner or Beneficial Owner if, by reason of any

provision of any present or future law or regulation of the United States or any other country, or of any other governmental or regulatory authority, or by reason of any provision, present or future, of the Memorandum and Articles of Association of the Company, or by reason of any provision of any securities issued or distributed by the Company, or any offering or distribution thereof, or by reason of any act of God or war or terrorism or other circumstances beyond its control, the Depositary or the Company shall be prevented, delayed or forbidden from or be subject to any civil or criminal penalty on account of doing or performing any act or thing which by the terms of the Deposit Agreement or Deposited Securities it is provided shall be done or performed; nor shall the Depositary or the Company or any of their directors, employees, agents or affiliates incur any liability to any Owner or Beneficial Owner of a Receipt by reason of any non-performance or delay, caused as aforesaid, in the performance of any act or thing which by the terms of the Deposit Agreement it is provided shall or may be done or performed, or by reason of any exercise of, or failure to exercise, any discretion provided for in the Deposit Agreement. Where, by the terms of a distribution pursuant to Section 4.01, 4.02 or 4.03 of the Deposit Agreement, or an offering or distribution pursuant to Section 4.04 of the Deposit Agreement, such distribution or offering may not be made available to Owners of Receipts, and the Depositary may not dispose of such distribution or offering on behalf of such Owners and make the net proceeds available to such Owners, then the Depositary shall not make such distribution or offering, and shall allow any rights, if applicable, to lapse. Neither the Company nor the Depositary assumes any obligation or shall be subject to any liability under the Deposit Agreement to Owners or Beneficial Owners of Receipts, except that they agree to perform their obligations specifically set forth in the Deposit Agreement without negligence or bad faith. The Depositary shall not be subject to any liability with respect to the validity or worth of the Deposited Securities. Neither the Depositary nor the Company (nor any of their respective directors, officers, employees or agents) shall be under any obligation to appear in or prosecute or defend any action, suit, or other proceeding in respect of any Deposited Securities or in respect of the Receipts on behalf of any Owner, Beneficial Owner or other person. The parties to the Deposit Agreement understand that the Custodian is not a party to the Deposit Agreement and, accordingly, the Custodian has no obligations whatsoever with respect to such proceedings, the responsibility of the Custodian being solely to the Depositary. Neither the Depositary nor the Company (nor any of their respective directors, officers, employees or agents) shall be liable for any action or nonaction by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Owner or Beneficial Owner of a Receipt, or any other person believed by it in good faith to be competent to give such advice or information. Each of the Depositary, the Company and their respective directors, officers, employees and agents may rely and shall be protected in acting upon any written notice, request, direction or other document believed by such person to be genuine and to have been signed or presented by the proper party or parties. The Depositary and its agents will not be responsible for (i) any failure to carry out any instructions to vote any of the Deposited Securities or for the manner in which any such vote is cast, in each case to the extent the Depositary or its agents act without gross negligence or willful misconduct or (ii) for the effect of any such vote. Notwithstanding anything to the contrary set forth in the Deposit Agreement or any Receipt, the Depositary and its agents may fully respond to any and all demands or requests for information maintained by or on its behalf in connection with the Deposit Agreement, any Owner or Owners, any Receipt or Receipts or otherwise related hereto to the extent such information is requested or required by or pursuant to any lawful authority, including without limitation laws, rules,

regulations, administrative or judicial process, banking, securities or other regulators. The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with a matter arising wholly after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises, the Depositary performed its obligations without negligence or bad faith while it acted as Depositary. In connection with and in accordance with the arrangements and procedures relating to DRS/Profile, the parties understand that the Depositary will not verify, determine or otherwise ascertain that the DTC participant which is claiming to be acting on behalf of an Owner in requesting registration of transfer and delivery described in subsection (a) has the actual authority to act on behalf of the Owner. Each Owner agrees that neither the Depositary nor the Company shall have any liability for the Depositary's or any of its agents' reliance upon the authority of any information in, nor for any of the Depositary's or any of its agents' compliance with directions from, any DTC participants as set forth above. Neither the Company nor the Depositary nor any of their respective agents shall be liable to Owners or holders of interests in American Depositary Shares or any other third party or parties for any indirect, special, punitive or consequential damages. No disclaimer of liability under the Securities Act of 1933 is intended by any provision of the Deposit Agreement.

**19. RESIGNATION AND REMOVAL OF THE DEPOSITARY; APPOINTMENT OF SUCCESSOR CUSTODIAN.**

The Depositary may at any time resign as Depositary by written notice of its election so to do delivered to the Company, such resignation to take effect upon the appointment of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement. The Depositary may at any time be removed by the Company by written notice to the Depositary, such removal, to become effective upon the appointment of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement. Whenever the Depositary in its reasonable discretion determines that it is in the best interest of the Owners of Receipts to do so, it may appoint a substitute or additional custodian or custodians, after consultation with the Company.

**20. AMENDMENT.**

The form of the Receipts and any provisions of the Deposit Agreement may at any time and from time to time be amended by agreement between the Company and the Depositary without the consent of Owners or Beneficial Owners in any respect which they may deem necessary or desirable. Any amendment which shall impose or increase any fees or charges (other than taxes and other governmental charges, registration fees and cable, telex or facsimile transmission costs, delivery costs or other such expenses), or which shall otherwise prejudice any substantial existing right of Owners of Receipts, shall, however, not become effective as to outstanding Receipts until the expiration of thirty days after notice of such amendment shall have been given to the Owners of outstanding Receipts. Every Owner and Beneficial Owner of a Receipt at the time any amendment so becomes effective shall be deemed, by continuing to hold such Receipt or any interest therein, to consent and agree to such amendment and to be bound by the Deposit Agreement as amended thereby. In no event shall any amendment impair the right of the Owner of any Receipt to surrender such Receipt and receive therefor the Deposited Securities represented thereby except in order to comply with mandatory provisions of applicable law.

The Company and the Depositary shall each use their reasonable efforts to amend the Deposit Agreement as necessary to reflect changes in English or U.S. law and in the Company's Memorandum and Articles of Association.

**21. TERMINATION OF DEPOSIT AGREEMENT.**

The Depositary at any time at the direction of the Company, shall terminate the Deposit Agreement by mailing notice of such termination to the Owners of all Receipts then outstanding at least 30 days prior to the date fixed in such notice for such termination. The Depositary may likewise terminate the Deposit Agreement by mailing notice of such termination to the Company and the Owners of all Receipts then outstanding if at any time 60 days shall have expired after the Depositary shall have delivered to the Company a written notice of its election to resign and a successor depositary shall not have been appointed and accepted its appointment as provided in the Deposit Agreement. On and after the date of termination, the Owner of a Receipt will, upon (a) surrender of such Receipt at the Principal Office of the Depositary and (b) payment of the fee of the Depositary for the surrender of Receipts referred to in section 2.05, and (c) payment of any applicable taxes or governmental charges, be entitled to delivery, to him or upon his order, of the amount of Deposited Securities represented by the American Depositary Shares evidenced by such Receipt. If any Receipts shall remain outstanding after the date of termination, the Depositary thereafter shall discontinue the registration of transfers of Receipts, shall suspend the distribution of dividends to the Owners thereof, and shall not give any further notices or perform any further acts under the Deposit Agreement, except that the Depositary shall continue to collect dividends and other distributions pertaining to Deposited Securities, shall sell rights and other property as provided in the Deposit Agreement, and shall continue to deliver Deposited Securities, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for Receipts surrendered to the Depositary (after deducting, in each case, the fee of the Depositary for the surrender of Receipts, any expenses for the account of the Owner of such Receipt in accordance with the terms and conditions of the Deposit Agreement, and any applicable taxes or governmental charges) and for its obligation under Section 5.08 of the Deposit Agreement. At any time after the expiration of six months from the date of termination, the Depositary may sell the Deposited Securities then held under the Deposit Agreement and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it thereunder, unsegregated and without liability for interest, for the pro rata benefit of the Owners of Receipts which have not theretofore been surrendered, such Owners thereupon becoming general creditors of the Depositary with respect to such net proceeds. After making such sale, the Depositary shall be discharged from all obligations under the Deposit Agreement, except to account for such net proceeds and other cash (after deducting, in each case, the fee of the Depositary for the surrender of a Receipt, any expenses for the account of the Owner of such Receipt in accordance with the terms and conditions of the Deposit Agreement, and any applicable taxes or governmental charges) and for its obligation under Section 5.08 of the Deposit Agreement. Upon the termination of the Deposit Agreement, the Company shall be discharged from all obligations under the Deposit Agreement except for its obligations to the Depositary with respect to indemnification, charges, and expenses.

**22. COMPLIANCE WITH U.S. SECURITIES LAWS.**

Notwithstanding anything in the Deposit Agreement to the contrary, the Company and the Depositary each agrees that it will not exercise any rights it has under the Deposit Agreement to permit the withdrawal or delivery of Deposited Securities in a manner which

would violate the U.S. securities laws, including, but not limited to, Section I.A.(1) of the General Instructions to the Form F-6 registration statement, as amended from time to time, under the Securities Act of 1933.

**23. DISCLOSURE OF INTERESTS.**

To the extent that provisions of or governing any Deposited Securities (including the Company's Memorandum and Articles of Association or applicable English law) may require the disclosure of beneficial or other ownership of Deposited Securities, other Shares and other securities to the Company and may provide for blocking transfer and voting or other rights to enforce such disclosure or limit such ownership, the Depositary shall, to the extent reasonably practicable, comply with the Company's instructions as to Receipts in respect of any such enforcement or limitation, and Owners and Beneficial Owners of Receipts shall comply with all such disclosure requirements and ownership limitations and shall cooperate with the Depositary's compliance with such Company instructions. The Company may from time to time request Owners to provide information (a) as to the capacity in which such Owners own or owned American Depositary Shares, (b) regarding the identity of any other persons then or previously interested in such American Depositary Shares and (c) regarding the nature of such interest and various other matters pursuant to applicable law or the Memorandum and Articles of Association of the Company or other such corporate document of the Company, all as if such American Depositary Shares were to the extent practicable the underlying Shares. Each Owner agrees to provide any information requested by the Company or the Depositary pursuant to this Section whether or not such person is still an Owner at the time of the request. The Depositary agrees to use reasonable efforts to comply with written instructions received from the Company requesting that the Depositary forward any such requests to Owners and to forward to the Company any responses to such requests received by the Depositary.

**24. ARBITRATION REQUIREMENT.**

The Company and, by holding a Receipt, each Owner, but not the Depositary or its agents hereunder, shall be bound by the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles of Association of the Company from time to time (the "Articles"), as if all references therein to "shareholder" were replaced with "ADR holder". Articles 152, 153 and 154 of the Articles shall accordingly be incorporated, *mutatis mutandis*, into the terms of this Deposit Agreement. A copy of articles 152, 153 and 154 of the Articles is available upon written request to the Company. All cross-references to the Articles in this Article 13 and in Section 7.07 of the Deposit Agreement will be updated and amended without further action of any party in the event the Articles themselves are renumbered. English law shall govern any such arbitration.

A-1

**Exhibit 5.1**

**[On Slaughter and May headed notepaper]**

**Opinion of Slaughter and May regarding the legality of securities being registered**

The Directors
Royal Dutch Shell plc
Shell Centre
London SE1 7NA

18 May, 2005

Dear Sirs,

**Registration Statement on Form F-4 of Royal Dutch Shell plc dated 18 May, 2005 Registration Number**

We have acted as legal advisers to Royal Dutch Shell plc (the "**Company**") as to English law in connection with the proposed registration under the United States Securities Act of 1933, as amended, of up to 4,139,040,000 Class A ordinary shares (the "**"A" Shares**") of the Company with a nominal value of €0.07 each. We have taken instructions solely from the Company.

For the purposes of this opinion, we have examined copies of the following documents:

1. the certificate of incorporation of the Company and the certificate of incorporation on change of name and re-registration as a public company of the Company;

2. the subscription agreement dated 21 October 2004 between the Company and Shell RDS Holding B.V. (then known as Shell Hydrocarbon Investments (VII) B.V.) ("**RDS Holding**") (the "**Subscription Agreement**");

3. a joint certificate of the Company Secretary of the Company and his predecessor dated 17 May 2005 and the documents annexed thereto;

4. a certificate of the General Attorney of RDS Holding dated 12 May, 2005 and the documents annexed thereto; and

5. the entries shown on the CH Direct print outs obtained by us from the Companies House database on 16 May, 2005 of the file of the Company maintained at Companies House (the "**Company Search**").

This letter sets out our opinion on certain matters of English law as at today's date. We have not made any investigation of, and do not express any opinion on, any other law. This letter is to be governed by and construed in accordance with English law.

For the purposes of this letter, we have assumed each of the following:

(i) The Company and RDS Holding have duly and properly performed all of their obligations under the Subscription Agreement (including, in the case of RDS Holding, its obligation to pay in full the subscription price due in respect of the shares of the Company issued to it thereunder).

(ii) All signatures are genuine.

(iii) The conformity to original documents of all copy documents examined by us.

(iv) The accuracy and completeness of the statements made in the joint certificate of the Company Secretary of the Company and his predecessor referred to in paragraph 3 above.

(v) The accuracy and completeness of the statements made in the certificate of the General Attorney of RDS Holding referred to in paragraph 4 above.

(vi) The information disclosed by the Company Search was complete, accurate and up to date as at the date of the Company Search and has not since then been altered or added to.

Based on and subject to the foregoing, and subject to any matters not disclosed to us, we are of the opinion that the "A" Shares will, when transferred to those persons entitled to them under the terms of the transaction which is the subject of the Registration Statement, be duly issued and fully paid and no further contribution in respect thereof will be required to be made to the Company by the holders thereof, by reason of their being such holders.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to this opinion therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the United States Securities Act of 1933, as amended, or the rules or regulations of the United States Securities and Exchange Commission promulgated thereunder. This opinion is being provided to RDS in connection with the Registration Statement and may not be reproduced, quoted, summarised or relied upon by any other person or for any other purpose without our express written consent.

Yours faithfully

/s/ Slaughter & May

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Slaughter & May

Exhibit 8.1

[Letterhead of]

# CRAVATH, SWAINE & MOORE LLP

[New York Office]

[(212) 474-1000

May 18, 2005

Opinion of Cravath, Swaine & Moore LLP
Regarding Certain U.S. Tax Matters

Dear Sirs:

We have acted as special U.S. tax counsel to Royal Dutch Shell plc, a public limited company incorporated in England and Wales ("RDS"), in connection with the exchange offer (the "Exchange Offer") for all outstanding ordinary shares of Royal Dutch Petroleum Company (N.V. Koninklijke Nederlandsche Petroleum Maatschappij), a Dutch company ("RD"), as described in the Registration Statement on Form F-4 of RDS as filed with the U.S. Securities Exchange Commission on May 18, 2005 (the "Registration Statement"), and the preparation of the section of the Registration Statement entitled "Material Tax Consequences – Material U.S. Federal Income Tax Consequences of the Offer".

In that connection, we have examined the Registration Statement and such other documents and corporate records as we have deemed necessary or appropriate for purposes of this opinion.

Based upon the foregoing and subject to the qualifications set forth herein and in the Registration Statement, we are of opinion that the statements under the section of the Registration Statement entitled "Material Tax Consequences – Material U.S. Federal Income Tax Consequences of the Offer" describing the material U.S. Federal income tax consequences to U.S. holders (within the meaning of that section) of RD ordinary shares of the Exchange Offer and of holding, and disposing of, the Class A ordinary shares or American depository shares of RDS (together, the "Shares") are correct in all material respects.

Our opinion is based upon existing statutory, regulatory and judicial authority, all of which may be changed at any time with retroactive effect. Any change in applicable laws or the facts and circumstances surrounding the Exchange Offer, or any inaccuracy in the statements upon which we have relied, may affect the continuing validity of our opinion as set forth herein. We assume no responsibility to inform you of any such change or inaccuracy that may occur or come to our attention. Finally, our opinion is limited to the tax matters specifically covered hereby, and we have not been asked to address, nor have we addressed, any other tax consequences to RDS, RD or holders of the Shares.

We consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 8.1 to the Form F-4 Registration Statement and to the references to this opinion therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules or regulations of the SEC promulgated thereunder. This opinion is being provided solely for the benefit of RDS so that RDS may comply with its obligations under the Federal securities laws. The filing of this opinion as an exhibit to the Registration Statement and the references to such opinion and our Firm therein are not intended to create liability under applicable state law to any person (other than any liability of our Firm to RDS, our client).

Very truly yours,

/s/ Cravath, Swaine & Moore LLP
Cravath, Swaine & Moore LLP

Royal Dutch Shell plc
Carel van Bylandtlaan 30
2596 HR
The Hague
The Netherlands

**Exhibit 8.2**

Advocaten
Notarissen
Belastingadviseurs

Tripolis
Burgerweeshuispad 301
P.O. Box 75084
1070 AB Amsterdam

T +31 20 577 1771
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Date 18 May 2005

Your ref.
Our ref. \ 1257\20264130\b003-1281 tax opinion F-4.v2doc\OLS

Paul Sleurink
Tax lawyer
E Paul.sleurink@debrauw.com
T +31 20 577 1719
F +31 20 577 1894

Opinion of De Brauw Blackstone Westbroek N.V.

Re. Dutch tax matters

We have acted as special Dutch tax counsel to Royal Dutch Shell plc, a UK public limited company ("RDS"), in connection with the exchange offer (the "Exchange Offer") for all outstanding ordinary shares of Royal Dutch Petroleum Company (N.V. Koninklijke Nederlandsche Petroleum Maatschappij) ("RD"), a Dutch company, as described in the Registration Statement on Form F-4 of RDS as filed with the U.S. Securities Exchange Commission on 18 May 2005 (the "Registration Statement"), and the preparation of the section of the Registration Statement entitled "Material Tax Consequences — Dutch Tax Considerations".

In that connection, we have examined the Registration Statement and such other documents and corporate records as we have deemed necessary or appropriate for purposes of this opinion.

Based upon the foregoing and subject to the qualifications set forth herein and in the Registration Statement, we are of the opinion that the statements under the section of the Registration Statement entitled "Material Tax Consequences — Dutch Tax Considerations" describing the material Dutch tax consequences to U.S. holders (within the meaning of that section) of the Exchange Offer and of holding, and disposing of, the Class A ordinary shares or American depository shares of RDS (together, the "Shares") are correct in all material respects.

Our opinion is based upon existing statutory, regulatory and judicial authority, all of which may be changed at any time with retroactive effect. Any change in applicable laws or the facts and circumstances surrounding the Exchange Offer, or any inaccuracy in the statements upon which we have relied, may affect the continuing validity of our opinion as set forth herein. We assume no responsibility to inform you of any such change or inaccuracy that may occur or come to our attention. Finally, our opinion is limited to the tax matters specifically covered hereby, and we have not been asked to address, nor have we addressed, any other tax consequences to RDS, RD or holders of the Shares.

We consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 8.2 to the Form F-4 Registration Statement and to the references to this opinion therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules or regulations of the SEC promulgated thereunder. This opinion is being provided solely for the benefit of RDS so that RDS may comply with its obligations under the Federal securities laws. The filing of this opinion as an exhibit to the Registration Statement and the references to such opinion and our Firm therein are not intended to create liability under applicable state law to any person (other than any liability of our Firm to RDS, our client).

Yours faithfully,

/s/ PAUL SLEURINK

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Paul Sleurink
for De Brauw Blackstone Westbroek N.V.

**[On Slaughter and May headed notepaper]**

The Directors,
Royal Dutch Shell plc,
Shell Centre,
London,
SE1 7NA

18 May 2005

Dear Sirs,

**Registration Statement on Form F-4: UK Tax Section**

We have acted as legal advisers to Royal Dutch Shell plc ("RDS") as to certain matters of UK tax law relevant to the exchange offer (the "Exchange Offer") for all outstanding shares of N.V. Koninklijke Nederlandsche Petroleum Maatschappij ("RD"), as described in the Registration Statement on Form F-4 filed with the U.S. Securities Exchange Commission on 18 May 2005 (the "Registration Statement"), and to the preparation of the section of the Registration Statement entitled "Material Tax Consequences — UK Tax Considerations" (the "UK Tax Section").

In that connection, we have examined the Registration Statement and such other documents as we believe to be necessary or appropriate for the purposes of this opinion.

Based upon the Registration Statement and those other documents and subject to the qualifications set out below and in the Registration Statement, we are of the opinion that the statements contained in the UK Tax Section, describing certain UK tax consequences for a US holder of the Exchange Offer and of the ownership and disposal of Class A Shares or Class A ADSs received in the Exchange Offer, are correct in all material respects.

Our opinion is based upon existing statutory, regulatory and judicial authority, all of which may be changed at any time with retroactive effect. Any change in applicable laws or the facts and circumstances surrounding the Exchange Offer, or any inaccuracy in the documents upon which we have relied, may affect the continuing validity of our opinion. We assume no responsibility to inform you of any such change or inaccuracy that may occur or come to our attention. Finally, our opinion is limited to the tax matters specifically covered in the UK Tax Section. We have not been asked to address, nor have we addressed, any other tax consequences for US holders (or any tax consequences for RDS or RD).

We consent to the filing of this opinion with the Securities and Exchange Commission as Exhibit 8.3 to the Form F-4 Registration Statement and to the references to this opinion in the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules or regulations of the SEC promulgated under that section. This opinion is being provided to RDS in connection with the Registration Statement and may not be reproduced, quoted, summarised or relied upon by any other person or for any other purpose without our express written consent.

Yours faithfully,

/s/ Slaughter & May

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Slaughter & May

Exhibit 10.1

**ROYAL DUTCH SHELL PLC**

**LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR**

Drs. M.A. van den Bergh
Eastwood
7 Albury Road
Burwood Park
Walton on Thames
Surrey KT12 5DY
UK

13 May 2005

Dear Mr. van den Bergh,

**Role as Non-executive Director**

I write to confirm the terms of your appointment as a Non-executive Director of the Company:-

1. **Term of Appointment**

   (A) Your initial term as a Non-executive Director will be until the close of business at the Annual General Meeting in 2007.

   (B) Your appointment is subject to:

      (i) The requirements of the Combined Code in respect of performance evaluation;

      (ii) Your election or re-election at any subsequent Annual General Meeting at which, pursuant to the Articles, you are required to retire;

      (iii) The provisions of the Articles; and

      (iv) Not less than three months' notice of termination in writing.

2. **Powers and Duties**

   (A) You will exercise such powers and perform such duties as are appropriate to your role as a non-executive director of the Company. You may expect to be appointed as a member of at least one of the Committees established by the Board. The Company Secretary will provide you with full details of the Company's Corporate Governance arrangements, which include details of the procedures if you should think it necessary to take independent professional advice at the Company's expense.

(B) You will comply with the Shell General Business Principles and all other reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company or any regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of The City Code on Take-Overs and Mergers and Financial Service Authority and Stock Exchange regulations.

(C) You will advise the Chairman immediately if you become aware of any conflict between your own interests and those of the Company.

(D) It is expected that the time commitment necessary to fulfil your duties as a Non-executive Director is on average 30 days a year. This includes attendance at the Annual General Meeting, approximately eight meetings of the Board per year (including the annual off site Board meeting and travel to that off site Board meeting), meetings of any Committees of the Board on which you may be invited to serve as a member and appropriate preparation time ahead of all meetings. Further time commitment may be required if you are invited to serve as chairman to a Committee of the Board. These meetings may be held in The Hague or elsewhere. Additional site visits, educational briefings and contact with executive directors and staff may involve further time commitment of up to 5 days per year. Travelling time (except for the annual off site Board meeting) is not included. On occasion, more time may be needed to deal with particular issues. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. **Remuneration**

From the date of completion of the Transaction (expected to be in July 2005) to the termination of your appointment you will be paid director's fees quarterly in arrear at the rate of £70,000 per annum or such higher amount as the Company may from time to time determine and notify to you in writing. In addition you will be entitled to an additional fee of £3,000 per meeting if you undertake intercontinental travel to attend that meeting. This additional fee is not payable for the annual off site Board meeting.

The following additional fee(s) are payable per annum to any director who is appointed as:

| | |
|---|---|
| Senior Independent Director/deputy chairman: | £ 30,000 |
| Audit Committee chairman: | £ 25,000 |
| Remuneration Committee chairman: | £ 20,000 |
| Other Committee chairmanship | £ 15,000 |
| Audit Committee membership | £ 15,000 |
| Remuneration Committee membership | £ 11,500 |
| Other committee membership | £ 8,000 |

4. **Expenses**

Subject to the Articles, the Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties.

5. **Confidential Information**

(A) You will not, either during the term of your appointment as a director or thereafter:

(i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or

(ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

(B) During the term of your appointment as a director, you will not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Chairman in writing (such consent not to be unreasonably withheld or delayed).

6. **Return of Papers**

You will promptly whenever requested by the Company and in any event upon your ceasing to be a director of the Company either (i) deliver up to the Company all correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company or (ii) certify to the Company in writing that such correspondence, documents, papers and records have been destroyed. You will not retain copies in paper or electronic form. Title and copyright therein shall vest in the Company.

7. **Termination of Appointment**

Your appointment will terminate on the earliest of:-

(i) the date of expiry of the period specified in clause 1(A);

(ii) the date of expiry of the period specified in Clause 1(B);

(iii) your ceasing to be a director for any reason pursuant to the Articles or any applicable law.

Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as a director of the Company with effect from either:-

(a) the date of expiry of the period specified in clause 1(A); or

(b) the date of the expiry of the period specified in clause 1(B).

If the Company agrees with you in writing that you will serve as a director until a later date than the date referred to in (a), your resignation will be effective from that later date or any extension to it agreed in writing.

8. **Directors' and Officers' Insurance**

The Company has taken out insurance cover for directors' and officers' liabilities. Full details of such cover can be obtained from the Company Secretary.

9. **Condition precedent**

Completion of the Transaction (expected to be in July 2005) shall be a condition precedent to the operation of this letter of appointment.

10. **Arbitration**

10.1 All disputes between the Company and you shall be resolved exclusively according to the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles and articles 152, 153 and 154 shall accordingly be incorporated, *mutatis mutandis*, into the terms of this letter of appointment.

10.2 In respect of any disputes between a shareholder and you (whether in your capacity as director of the Company or a subsidiary undertaking of the Company), the Company shall, upon your request, take all reasonable steps to enforce the shareholder's submission to arbitration or to the exclusive jurisdiction of the courts of England and Wales as provided in article 154 (C).

10.3 A copy of articles 152, 153 and 154 of the Articles in the form in which they exist as at the date of this letter of appointment is attached as Annex 1.

10.4 References to "dispute" in this clause shall have the same meaning as set out in article 154 of the Articles.

10.5 All cross-references to the Articles in this clause will be updated and amended without further action of either party in the event the Articles themselves are renumbered.

11. **Definitions**

Any reference in this letter to:-

| | |
|---|---|
| the “Articles” | means the Articles of Association from time to time of the Company; |
| the “Board” | means the board of Directors from time to time of the Company; |
| the “Companies Acts” | means every statute from time to time in force concerning companies insofar as it applies to the Company; and |
| the “Group” | means the Company and any other company directly or indirectly controlled by the Company. |
| the “Transaction” | means the unification of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company) and the “Shell” Transport and Trading Company, p.l.c.. |

Please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

/s/ Aad Jacobs

---

Aad Jacobs
Chairman

I accept the terms of appointment as set out above.

/s/ Mr. van den Bergh

---

(Signature)

13 May, 2005

---

(Date)

**ANNEX 1**

The following is an extract from the Articles, as at the date of this letter of appointment:

**"152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a solicitor or barrister qualified to practise in England and Wales and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The seat and also the geographical location of the arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se.* This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations

Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part

of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) “company” shall be read so as to include each and any of the company’s subsidiary undertakings from time to time; and

(ii) “director” shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) “professional service providers” shall be read so as to include the company’s auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).”

Exhibit 10.2

**ROYAL DUTCH SHELL PLC**

**LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR**

Sir Peter Burt
Auldhame House
North Berwick
East Lothian
EH39 5PW
UK

13 May 2005

Dear Sir Peter,

**Role as Non-executive Director**

I write to confirm the terms of your appointment as a Non-executive Director of the Company:-

1. **Term of Appointment**

   (A) Your initial term as a Non-executive Director will be until the close of business at the Annual General Meeting in 2007.

   (B) Your appointment is subject to:

      (i) The requirements of the Combined Code in respect of performance evaluation;

      (ii) Your election or re-election at any subsequent Annual General Meeting at which, pursuant to the Articles, you are required to retire;

      (iii) The provisions of the Articles; and

      (iv) Not less than three months' notice of termination in writing.

2. **Powers and Duties**

   (A) You will exercise such powers and perform such duties as are appropriate to your role as a non-executive director of the Company. You may expect to be appointed as a member of at least one of the Committees established by the Board. The Company Secretary will provide you with full details of the Company's Corporate Governance arrangements, which include details of the procedures if you should think it necessary to take independent professional advice at the Company's expense.

(B) You will comply with the Shell General Business Principles and all other reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company or any regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of The City Code on Take-Overs and Mergers and Financial Service Authority and Stock Exchange regulations.

(C) You will advise the Chairman immediately if you become aware of any conflict between your own interests and those of the Company.

(D) It is expected that the time commitment necessary to fulfil your duties as a Non-executive Director will be approximately 30 days a year on average. This includes attendance at the Annual General Meeting, approximately eight meetings of the Board per year (including the annual off site Board meeting and travel to that off site Board meeting), meetings of any Committees of the Board on which you may be invited to serve as a member and appropriate preparation time ahead of all meetings. Further time commitment may be required if you are invited to serve as chairman to a Committee of the Board. These meetings may be held in The Hague or elsewhere. Additional site visits, educational briefings and contact with executive directors and staff may involve further time commitment of up to 5 days per year. Travelling time (except for the annual off site Board meeting) is not included. On occasion, more time may be needed to deal with particular issues. I undertake that I will have sufficient time to meet what is expected of me.

3. **Remuneration**

From the date of completion of the Transaction (expected to be in July 2005) to the termination of your appointment you will be paid director's fees quarterly in arrear at the rate of £70,000 per annum or such higher amount as the Company may from time to time determine and notify to you in writing. In addition you will be entitled to an additional fee of £3,000 per meeting if you undertake intercontinental travel to attend that meeting. This additional fee is not payable for the annual off site Board meeting.

The following additional fee(s) are payable per annum to any director who is appointed as:

| | |
|---|---|
| Senior Independent Director/deputy chairman: | £30,000 |
| Audit Committee chairman: | £25,000 |
| Remuneration Committee chairman: | £20,000 |
| Other Committee chairmanship | £15,000 |
| Audit Committee membership | £15,000 |
| Remuneration Committee membership | £11,500 |
| Other committee membership | £ 8,000 |

4. **Expenses**

Subject to the Articles, the Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties.

5. **Confidential Information**

(A) You will not, either during the term of your appointment as a director or thereafter:

(i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or

(ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

(B) During the term of your appointment as a director, you will not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Chairman in writing (such consent not to be unreasonably withheld or delayed).

6. **Return of Papers**

You will promptly whenever requested by the Company and in any event upon your ceasing to be a director of the Company either (i) deliver up to the Company all correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company or (ii) certify to the Company in writing that such correspondence, documents, papers and records have been destroyed. You will not retain copies in paper or electronic form. Title and copyright therein shall vest in the Company.

7. **Termination of Appointment**

Your appointment will terminate on the earliest of:-

(i) the date of expiry of the period specified in clause 1(A);

(ii) the date of expiry of the period specified in Clause 1(B);

(iii) your ceasing to be a director for any reason pursuant to the Articles or any applicable law.

Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as a director of the Company with effect from either:-

(a) the date of expiry of the period specified in clause 1(A); or

(b) the date of the expiry of the period specified in clause 1(B).

If the Company agrees with you in writing that you will serve as a director until a later date than the date referred to in (a), your resignation will be effective from that later date or any extension to it agreed in writing.

8. **Directors' and Officers' Insurance**

The Company has taken out insurance cover for directors' and officers' liabilities. Full details of such cover can be obtained from the Company Secretary.

9. **Condition precedent**

Completion of the Transaction (expected to be in July 2005) shall be a condition precedent to the operation of this letter of appointment.

10. **Arbitration**

10.1 All disputes between the Company and you shall be resolved exclusively according to the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles and articles 152, 153 and 154 shall accordingly be incorporated, *mutatis mutandis*, into the terms of this letter of appointment.

10.2 In respect of any disputes between a shareholder and you (whether in your capacity as director of the Company or a subsidiary undertaking of the Company), the Company shall, upon your request, take all reasonable steps to enforce the shareholder's submission to arbitration or to the exclusive jurisdiction of the courts of England and Wales as provided in article 154 (C).

10.3 A copy of articles 152, 153 and 154 of the Articles in the form in which they exist as at the date of this letter of appointment is attached as Annex 1.

10.4 References to "dispute" in this clause shall have the same meaning as set out in article 154 of the Articles.

10.5 All cross-references to the Articles in this clause will be updated and amended without further action of either party in the event the Articles themselves are renumbered.

11. **Definitions**

Any reference in this letter to:-

| | |
|---|---|
| the “Articles” | means the Articles of Association from time to time of the Company; |
| the “Board” | means the board of Directors from time to time of the Company; |
| the “Companies Acts” | means every statute from time to time in force concerning companies insofar as it applies to the Company; and |
| the “Group” | means the Company and any other company directly or indirectly controlled by the Company. |
| the “Transaction” | means the unification of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company) and the “Shell” Transport and Trading Company, p.l.c.. |

Please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

/s/ Aad Jacobs

Aad Jacobs
Chairman

I accept the terms of appointment as set out above.

/s/ Sir Peter Burt
(Signature)

13 May, 2005
(Date)

**ANNEX 1**

The following is an extract from the Articles, as at the date of this letter of appointment:

**"152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a solicitor or barrister qualified to practise in England and Wales and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The seat and also the geographical location of the arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se.* This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations

Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part

of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) “company” shall be read so as to include each and any of the company’s subsidiary undertakings from time to time; and

(ii) “director” shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) “professional service providers” shall be read so as to include the company’s auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).”

Exhibit 10.3

**ROYAL DUTCH SHELL PLC**

**LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR**

Mr. W. Kok
Ank van der Moerstraat 9
1065 LH Amsterdam
The Netherlands

13 May 2005

Dear Mr. Kok,

**Role as Non-executive Director**

I write to confirm the terms of your appointment as a Non-executive Director of the Company:-

1. **Term of Appointment**

   (A) Your initial term as a Non-executive Director will be until the close of business at the Annual General Meeting in 2007.

   (B) Your appointment is subject to:

      (i) The requirements of the Combined Code in respect of performance evaluation;

      (ii) Your election or re-election at any subsequent Annual General Meeting at which, pursuant to the Articles, you are required to retire;

      (iii) The provisions of the Articles; and

      (iv) Not less than three months' notice of termination in writing.

2. **Powers and Duties**

   (A) You will exercise such powers and perform such duties as are appropriate to your role as a non-executive director of the Company. You may expect to be appointed as a member of at least one of the Committees established by the Board. The Company Secretary will provide you with full details of the Company's Corporate Governance arrangements, which include details of the procedures if you should think it necessary to take independent professional advice at the Company's expense.

(B) You will comply with the Shell General Business Principles and all other reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company or any regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of The City Code on Take-Overs and Mergers and Financial Service Authority and Stock Exchange regulations.

(C) You will advise the Chairman immediately if you become aware of any conflict between your own interests and those of the Company.

(D) It is expected that the time commitment necessary to fulfil your duties as a Non-executive Director is on average 30 days a year. This includes attendance at the Annual General Meeting, approximately eight meetings of the Board per year (including the annual off site Board meeting and travel to that off site Board meeting), meetings of any Committees of the Board on which you may be invited to serve as a member and appropriate preparation time ahead of all meetings. Further time commitment may be required if you are invited to serve as chairman to a Committee of the Board. These meetings may be held in The Hague or elsewhere. Additional site visits, educational briefings and contact with executive directors and staff may involve further time commitment of up to 5 days per year. Travelling time (except for the annual off site Board meeting) is not included. On occasion, more time may be needed to deal with particular issues. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. **Remuneration**

From the date of completion of the Transaction (expected to be in July 2005) to the termination of your appointment you will be paid director's fees quarterly in arrear at the rate of £70,000 per annum or such higher amount as the Company may from time to time determine and notify to you in writing. In addition you will be entitled to an additional fee of £3,000 per meeting if you undertake intercontinental travel to attend that meeting. This additional fee is not payable for the annual off site Board meeting.

The following additional fee(s) are payable per annum to any director who is appointed as:

| | |
|---|---|
| Senior Independent Director/deputy chairman: | £30,000 |
| Audit Committee chairman: | £25,000 |
| Remuneration Committee chairman: | £20,000 |
| Other Committee chairmanship | £15,000 |
| Audit Committee membership | £15,000 |
| Remuneration Committee membership | £11,500 |
| Other committee membership | £ 8,000 |

4. **Expenses**

Subject to the Articles, the Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties.

5. **Confidential Information**

(A) You will not, either during the term of your appointment as a director or thereafter:

(i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or

(ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

(B) During the term of your appointment as a director, you will not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Chairman in writing (such consent not to be unreasonably withheld or delayed).

6. **Return of Papers**

You will promptly whenever requested by the Company and in any event upon your ceasing to be a director of the Company either (i) deliver up to the Company all correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company or (ii) certify to the Company in writing that such correspondence, documents, papers and records have been destroyed. You will not retain copies in paper or electronic form. Title and copyright therein shall vest in the Company.

7. **Termination of Appointment**

Your appointment will terminate on the earliest of:-

(i) the date of expiry of the period specified in clause 1(A);

(ii) the date of expiry of the period specified in Clause 1(B);

(iii) your ceasing to be a director for any reason pursuant to the Articles or any applicable law.

Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as a director of the Company with effect from either:-

(a) the date of expiry of the period specified in clause 1(A); or

(b) the date of the expiry of the period specified in clause 1(B).

If the Company agrees with you in writing that you will serve as a director until a later date than the date referred to in (a), your resignation will be effective from that later date or any extension to it agreed in writing.

8. **Directors' and Officers' Insurance**

The Company has taken out insurance cover for directors' and officers' liabilities. Full details of such cover can be obtained from the Company Secretary.

9. **Condition precedent**

Completion of the Transaction (expected to be in July 2005) shall be a condition precedent to the operation of this letter of appointment.

10. **Arbitration**

10.1 All disputes between the Company and you shall be resolved exclusively according to the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles and articles 152, 153 and 154 shall accordingly be incorporated, *mutatis mutandis*, into the terms of this letter of appointment.

10.2 In respect of any disputes between a shareholder and you (whether in your capacity as director of the Company or a subsidiary undertaking of the Company), the Company shall, upon your request, take all reasonable steps to enforce the shareholder's submission to arbitration or to the exclusive jurisdiction of the courts of England and Wales as provided in article 154 (C).

10.3 A copy of articles 152, 153 and 154 of the Articles in the form in which they exist as at the date of this letter of appointment is attached as Annex 1.

10.4 References to "dispute" in this clause shall have the same meaning as set out in article 154 of the Articles.

10.5 All cross-references to the Articles in this clause will be updated and amended without further action of either party in the event the Articles themselves are renumbered.

11. **Definitions**

Any reference in this letter to:-

| | |
|---|---|
| the “Articles” | means the Articles of Association from time to time of the Company; |
| the “Board” | means the board of Directors from time to time of the Company; |
| the “Companies Acts” | means every statute from time to time in force concerning companies insofar as it applies to the Company; and |
| the “Group” | means the Company and any other company directly or indirectly controlled by the Company. |
| the “Transaction” | means the unification of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company) and the “Shell” Transport and Trading Company, p.l.c.. |

Please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

/s/ Aad Jacobs

Aad Jacobs
Chairman

I accept the terms of appointment as set out above.

/s/ Mr. Kok
(Signature)

13 May, 2005
(Date)

**ANNEX 1**

The following is an extract from the Articles, as at the date of this letter of appointment:

**"152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a solicitor or barrister qualified to practise in England and Wales and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The seat and also the geographical location of the arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se.* This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations

Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part

of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) “company” shall be read so as to include each and any of the company’s subsidiary undertakings from time to time; and

(ii) “director” shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) “professional service providers” shall be read so as to include the company’s auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).”

Exhibit 10.4

**ROYAL DUTCH SHELL PLC**

**LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR**

Jhr. Mr A.A. Loudon
Rembrandtlaan 16
6881 CS Velp
The Netherlands

13 May 2005

Dear Mr. Loudon,

**Role as Non-executive Director**

I write to confirm the terms of your appointment as a Non-executive Director of the Company:-

1. **Term of Appointment**

   (A) Your initial term as a Non-executive Director will be until the close of business at the Annual General Meeting in 2007.

   (B) Your appointment is subject to:

      (i) The requirements of the Combined Code in respect of performance evaluation;

      (ii) Your election or re-election at any subsequent Annual General Meeting at which, pursuant to the Articles, you are required to retire;

      (iii) The provisions of the Articles; and

      (iv) Not less than three months' notice of termination in writing.

2. **Powers and Duties**

   (A) You will exercise such powers and perform such duties as are appropriate to your role as a non-executive director of the Company. You may expect to be appointed as a member of at least one of the Committees established by the Board. The Company Secretary will provide you with full details of the Company's Corporate Governance arrangements, which include details of the procedures if you should think it necessary to take independent professional advice at the Company's expense.

(B) You will comply with the Shell General Business Principles and all other reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company or any regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of The City Code on Take-Overs and Mergers and Financial Service Authority and Stock Exchange regulations.

(C) You will advise the Chairman immediately if you become aware of any conflict between your own interests and those of the Company.

(D) It is expected that the time commitment necessary to fulfil your duties as a Non-executive Director is on average 30 days a year. This includes attendance at the Annual General Meeting, approximately eight meetings of the Board per year (including the annual off site Board meeting and travel to that off site Board meeting), meetings of any Committees of the Board on which you may be invited to serve as a member and appropriate preparation time ahead of all meetings. Further time commitment may be required if you are invited to serve as chairman to a Committee of the Board. These meetings may be held in The Hague or elsewhere. Additional site visits, educational briefings and contact with executive directors and staff may involve further time commitment of up to 5 days per year. Travelling time (except for the annual off site Board meeting) is not included. On occasion, more time may be needed to deal with particular issues. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. **Remuneration**

From the date of completion of the Transaction (expected to be in July 2005) to the termination of your appointment you will be paid director's fees quarterly in arrear at the rate of £70,000 per annum or such higher amount as the Company may from time to time determine and notify to you in writing. In addition you will be entitled to an additional fee of £3,000 per meeting if you undertake intercontinental travel to attend that meeting. This additional fee is not payable for the annual off site Board meeting.

The following additional fee(s) are payable per annum to any director who is appointed as:

| | |
|---|---|
| Senior Independent Director/deputy chairman: | £ 30,000 |
| Audit Committee chairman: | £ 25,000 |
| Remuneration Committee chairman: | £ 20,000 |
| Other Committee chairmanship | £ 15,000 |
| Audit Committee membership | £ 15,000 |
| Remuneration Committee membership | £ 11,500 |
| Other committee membership | £ 8,000 |

4. **Expenses**

Subject to the Articles, the Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties.

5. **Confidential Information**

(A) You will not, either during the term of your appointment as a director or thereafter:

(i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or

(ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

(B) During the term of your appointment as a director, you will not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Chairman in writing (such consent not to be unreasonably withheld or delayed).

6. **Return of Papers**

You will promptly whenever requested by the Company and in any event upon your ceasing to be a director of the Company either (i) deliver up to the Company all correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company or (ii) certify to the Company in writing that such correspondence, documents, papers and records have been destroyed. You will not retain copies in paper or electronic form. Title and copyright therein shall vest in the Company.

7. **Termination of Appointment**

Your appointment will terminate on the earliest of:-

(i) the date of expiry of the period specified in clause 1(A);

(ii) the date of expiry of the period specified in Clause 1(B);

(iii) your ceasing to be a director for any reason pursuant to the Articles or any applicable law.

Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as a director of the Company with effect from either:-

(a) the date of expiry of the period specified in clause 1(A); or

(b) the date of the expiry of the period specified in clause 1(B).

If the Company agrees with you in writing that you will serve as a director until a later date than the date referred to in (a), your resignation will be effective from that later date or any extension to it agreed in writing.

8. **Directors' and Officers' Insurance**

The Company has taken out insurance cover for directors' and officers' liabilities. Full details of such cover can be obtained from the Company Secretary.

9. **Condition precedent**

Completion of the Transaction (expected to be in July 2005) shall be a condition precedent to the operation of this letter of appointment.

10. **Arbitration**

10.1 All disputes between the Company and you shall be resolved exclusively according to the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles and articles 152, 153 and 154 shall accordingly be incorporated, *mutatis mutandis*, into the terms of this letter of appointment.

10.2 In respect of any disputes between a shareholder and you (whether in your capacity as director of the Company or a subsidiary undertaking of the Company), the Company shall, upon your request, take all reasonable steps to enforce the shareholder's submission to arbitration or to the exclusive jurisdiction of the courts of England and Wales as provided in article 154 (C).

10.3 A copy of articles 152, 153 and 154 of the Articles in the form in which they exist as at the date of this letter of appointment is attached as Annex 1.

10.4 References to "dispute" in this clause shall have the same meaning as set out in article 154 of the Articles.

10.5 All cross-references to the Articles in this clause will be updated and amended without further action of either party in the event the Articles themselves are renumbered.

11. **Definitions**

Any reference in this letter to:-

| | |
|---|---|
| the “Articles” | means the Articles of Association from time to time of the Company; |
| the “Board” | means the board of Directors from time to time of the Company; |
| the “Companies Acts” | means every statute from time to time in force concerning companies insofar as it applies to the Company; and |
| the “Group” | means the Company and any other company directly or indirectly controlled by the Company. |
| the “Transaction” | means the unification of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company) and the “Shell” Transport and Trading Company, p.l.c.. |

Please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

/s/ Aad Jacobs

---

Aad Jacobs
Chairman

I accept the terms of appointment as set out above.

/s/ Mr. Loudon

---

(Signature)

13 May, 2005

---

(Date)

**ANNEX 1**

The following is an extract from the Articles, as at the date of this letter of appointment:

**"152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a solicitor or barrister qualified to practise in England and Wales and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The seat and also the geographical location of the arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se.* This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations

Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part

of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) “company” shall be read so as to include each and any of the company’s subsidiary undertakings from time to time; and

(ii) “director” shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) “professional service providers” shall be read so as to include the company’s auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).”

Exhibit 10.5

**ROYAL DUTCH SHELL PLC**

**LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR**

Mr. L.R. Ricciardi
45 Vineyard Lane
Greenwich, Connecticut 06831
USA

13 May 2005

Dear Mr. Ricciardi,

**Role as Non-executive Director**

I write to confirm the terms of your appointment as a Non-executive Director of the Company:-

1. **Term of Appointment**

   (A) Your initial term as a Non-executive Director will be until the close of business at the Annual General Meeting in 2007.

   (B) Your appointment is subject to:

      (i) The requirements of the Combined Code in respect of performance evaluation;

      (ii) Your election or re-election at any subsequent Annual General Meeting at which, pursuant to the Articles, you are required to retire;

      (iii) The provisions of the Articles; and

      (iv) Not less than three months' notice of termination in writing.

2. **Powers and Duties**

   (A) You will exercise such powers and perform such duties as are appropriate to your role as a non-executive director of the Company. You may expect to be appointed as a member of at least one of the Committees established by the Board. The Company Secretary will provide you with full details of the Company's Corporate Governance arrangements, which include details of the procedures if you should think it necessary to take independent professional advice at the Company's expense.

(B) You will comply with the Shell General Business Principles and all other reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company or any regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of The City Code on Take-Overs and Mergers and Financial Service Authority and Stock Exchange regulations.

(C) You will advise the Chairman immediately if you become aware of any conflict between your own interests and those of the Company.

(D) It is expected that the time commitment necessary to fulfil your duties as a Non-executive Director is on average 30 days a year. This includes attendance at the Annual General Meeting, approximately eight meetings of the Board per year (including the annual off site Board meeting and travel to that off site Board meeting), meetings of any Committees of the Board on which you may be invited to serve as a member and appropriate preparation time ahead of all meetings. Further time commitment may be required if you are invited to serve as chairman to a Committee of the Board. These meetings may be held in The Hague or elsewhere. Additional site visits, educational briefings and contact with executive directors and staff may involve further time commitment of up to 5 days per year. Travelling time (except for the annual off site Board meeting) is not included. On occasion, more time may be needed to deal with particular issues. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. **Remuneration**

From the date of completion of the Transaction (expected to be in July 2005) to the termination of your appointment you will be paid director's fees quarterly in arrear at the rate of £70,000 per annum or such higher amount as the Company may from time to time determine and notify to you in writing. In addition you will be entitled to an additional fee of £3,000 per meeting if you undertake intercontinental travel to attend that meeting. This additional fee is not payable for the annual off site Board meeting.

The following additional fee(s) are payable per annum to any director who is appointed as:

| | |
|---|---|
| Senior Independent Director/deputy chairman: | £ 30,000 |
| Audit Committee chairman: | £ 25,000 |
| Remuneration Committee chairman: | £ 20,000 |
| Other Committee chairmanship | £ 15,000 |
| Audit Committee membership | £ 15,000 |
| Remuneration Committee membership | £ 11,500 |
| Other committee membership | £ 8,000 |

4. **Expenses**

Subject to the Articles, the Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties.

5. **Confidential Information**

(A) You will not, either during the term of your appointment as a director or thereafter:

(i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or

(ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

(B) During the term of your appointment as a director, you will not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Chairman in writing (such consent not to be unreasonably withheld or delayed).

6. **Return of Papers**

You will promptly whenever requested by the Company and in any event upon your ceasing to be a director of the Company either (i) deliver up to the Company all correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company or (ii) certify to the Company in writing that such correspondence, documents, papers and records have been destroyed. You will not retain copies in paper or electronic form. Title and copyright therein shall vest in the Company.

7. **Termination of Appointment**

Your appointment will terminate on the earliest of:-

(i) the date of expiry of the period specified in clause 1(A);

(ii) the date of expiry of the period specified in Clause 1(B);

(iii) your ceasing to be a director for any reason pursuant to the Articles or any applicable law.

Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as a director of the Company with effect from either:-

(a) the date of expiry of the period specified in clause 1(A); or

(b) the date of the expiry of the period specified in clause 1(B).

If the Company agrees with you in writing that you will serve as a director until a later date than the date referred to in (a), your resignation will be effective from that later date or any extension to it agreed in writing.

8. **Directors' and Officers' Insurance**

The Company has taken out insurance cover for directors' and officers' liabilities. Full details of such cover can be obtained from the Company Secretary.

9. **Condition precedent**

Completion of the Transaction (expected to be in July 2005) shall be a condition precedent to the operation of this letter of appointment.

10. **Arbitration**

10.1 All disputes between the Company and you shall be resolved exclusively according to the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles and articles 152, 153 and 154 shall accordingly be incorporated, *mutatis mutandis*, into the terms of this letter of appointment.

10.2 In respect of any disputes between a shareholder and you (whether in your capacity as director of the Company or a subsidiary undertaking of the Company), the Company shall, upon your request, take all reasonable steps to enforce the shareholder's submission to arbitration or to the exclusive jurisdiction of the courts of England and Wales as provided in article 154 (C).

10.3 A copy of articles 152, 153 and 154 of the Articles in the form in which they exist as at the date of this letter of appointment is attached as Annex 1.

10.4 References to "dispute" in this clause shall have the same meaning as set out in article 154 of the Articles.

10.5 All cross-references to the Articles in this clause will be updated and amended without further action of either party in the event the Articles themselves are renumbered.

11. **Definitions**

Any reference in this letter to:-

| | |
|---|---|
| the “Articles” | means the Articles of Association from time to time of the Company; |
| the “Board” | means the board of Directors from time to time of the Company; |
| the “Companies Acts” | means every statute from time to time in force concerning companies insofar as it applies to the Company; and |
| the “Group” | means the Company and any other company directly or indirectly controlled by the Company. |
| the “Transaction” | means the unification of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company) and the “Shell” Transport and Trading Company, p.l.c.. |

Please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

/s/ Aad Jacobs

Aad Jacobs
Chairman

I accept the terms of appointment as set out above.

/s/ Mr. Ricciardi

(Signature)

13 May, 2005

(Date)

**ANNEX 1**

The following is an extract from the Articles, as at the date of this letter of appointment:

**"152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a solicitor or barrister qualified to practise in England and Wales and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The seat and also the geographical location of the arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se.* This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations

Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part

of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) “company” shall be read so as to include each and any of the company’s subsidiary undertakings from time to time; and

(ii) “director” shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) “professional service providers” shall be read so as to include the company’s auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).”

Exhibit 10.6

**ROYAL DUTCH SHELL PLC**

**LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR**

Madame C.J.M. Morin-Postel
45, Boulevard de La Saussaye
92200 Neuilly
France

13 May 2005

Dear Madame Morin-Postel,

**Role as Non-executive Director**

I write to confirm the terms of your appointment as a Non-executive Director of the Company:-

1. **Term of Appointment**

   (A) Your initial term as a Non-executive Director will be until the close of business at the Annual General Meeting in 2007.

   (B) Your appointment is subject to:

      (i) The requirements of the Combined Code in respect of performance evaluation;

      (ii) Your election or re-election at any subsequent Annual General Meeting at which, pursuant to the Articles, you are required to retire;

      (iii) The provisions of the Articles; and

      (iv) Not less than three months' notice of termination in writing.

2. **Powers and Duties**

   (A) You will exercise such powers and perform such duties as are appropriate to your role as a non-executive director of the Company. You may expect to be appointed as a member of at least one of the Committees established by the Board. The Company Secretary will provide you with full details of the Company's Corporate Governance arrangements, which include details of the procedures if you should think it necessary to take independent professional advice at the Company's expense.

(B) You will comply with the Shell General Business Principles and all other reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company or any regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of The City Code on Take-Overs and Mergers and Financial Service Authority and Stock Exchange regulations.

(C) You will advise the Chairman immediately if you become aware of any conflict between your own interests and those of the Company.

(D) It is expected that the time commitment necessary to fulfil your duties as a Non-executive Director is on average 30 days a year. This includes attendance at the Annual General Meeting, approximately eight meetings of the Board per year (including the annual off site Board meeting and travel to that off site Board meeting), meetings of any Committees of the Board on which you may be invited to serve as a member and appropriate preparation time ahead of all meetings. Further time commitment may be required if you are invited to serve as chairman to a Committee of the Board. These meetings may be held in The Hague or elsewhere. Additional site visits, educational briefings and contact with executive directors and staff may involve further time commitment of up to 5 days per year. Travelling time (except for the annual off site Board meeting) is not included. On occasion, more time may be needed to deal with particular issues. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. **Remuneration**

From the date of completion of the Transaction (expected to be in July 2005) to the termination of your appointment you will be paid director's fees quarterly in arrear at the rate of £70,000 per annum or such higher amount as the Company may from time to time determine and notify to you in writing. In addition you will be entitled to an additional fee of £3,000 per meeting if you undertake intercontinental travel to attend that meeting. This additional fee is not payable for the annual off site Board meeting.

The following additional fee(s) are payable per annum to any director who is appointed as:

| | |
|---|---|
| Senior Independent Director/deputy chairman: | £30,000 |
| Audit Committee chairman: | £25,000 |
| Remuneration Committee chairman: | £20,000 |
| Other Committee chairmanship | £15,000 |
| Audit Committee membership | £15,000 |
| Remuneration Committee membership | £11,500 |
| Other committee membership | £ 8,000 |

4. **Expenses**

Subject to the Articles, the Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties.

5. **Confidential Information**

(A) You will not, either during the term of your appointment as a director or thereafter:

(i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or

(ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

(B) During the term of your appointment as a director, you will not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Chairman in writing (such consent not to be unreasonably withheld or delayed).

6. **Return of Papers**

You will promptly whenever requested by the Company and in any event upon your ceasing to be a director of the Company either (i) deliver up to the Company all correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company or (ii) certify to the Company in writing that such correspondence, documents, papers and records have been destroyed. You will not retain copies in paper or electronic form. Title and copyright therein shall vest in the Company.

7. **Termination of Appointment**

Your appointment will terminate on the earliest of:-

(i) the date of expiry of the period specified in clause 1(A);

(ii) the date of expiry of the period specified in Clause 1(B);

(iii) your ceasing to be a director for any reason pursuant to the Articles or any applicable law.

Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as a director of the Company with effect from either:-

(a) the date of expiry of the period specified in clause 1(A); or

(b) the date of the expiry of the period specified in clause 1(B).

If the Company agrees with you in writing that you will serve as a director until a later date than the date referred to in (a), your resignation will be effective from that later date or any extension to it agreed in writing.

8. **Directors' and Officers' Insurance**

The Company has taken out insurance cover for directors' and officers' liabilities. Full details of such cover can be obtained from the Company Secretary.

9. **Condition precedent**

Completion of the Transaction (expected to be in July 2005) shall be a condition precedent to the operation of this letter of appointment.

10. **Arbitration**

10.1 All disputes between the Company and you shall be resolved exclusively according to the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles and articles 152, 153 and 154 shall accordingly be incorporated, *mutatis mutandis*, into the terms of this letter of appointment.

10.2 In respect of any disputes between a shareholder and you (whether in your capacity as director of the Company or a subsidiary undertaking of the Company), the Company shall, upon your request, take all reasonable steps to enforce the shareholder's submission to arbitration or to the exclusive jurisdiction of the courts of England and Wales as provided in article 154 (C).

10.3 A copy of articles 152, 153 and 154 of the Articles in the form in which they exist as at the date of this letter of appointment is attached as Annex 1.

10.4 References to "dispute" in this clause shall have the same meaning as set out in article 154 of the Articles.

10.5 All cross-references to the Articles in this clause will be updated and amended without further action of either party in the event the Articles themselves are renumbered.

11. **Definitions**

Any reference in this letter to:-

| | |
|---|---|
| the “Articles” | means the Articles of Association from time to time of the Company; |
| the “Board” | means the board of Directors from time to time of the Company; |
| the “Companies Acts” | means every statute from time to time in force concerning companies insofar as it applies to the Company; and |
| the “Group” | means the Company and any other company directly or indirectly controlled by the Company. |
| the “Transaction” | means the unification of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company) and the “Shell” Transport and Trading Company, p.l.c.. |

Please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

/s/ Aad Jacobs

Aad Jacobs
Chairman

I accept the terms of appointment as set out above.

/s/ Madame Morin-Postel
(Signature)

13 May, 2005
(Date)

**ANNEX 1**

The following is an extract from the Articles, as at the date of this letter of appointment:

**"152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a solicitor or barrister qualified to practise in England and Wales and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The seat and also the geographical location of the arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se.* This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations

Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part

of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) “company” shall be read so as to include each and any of the company’s subsidiary undertakings from time to time; and

(ii) “director” shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) “professional service providers” shall be read so as to include the company’s auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).”

Exhibit 10.7

**ROYAL DUTCH SHELL PLC**

**LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR**

Mrs M R Henderson
425 East 86th Street 12C
New York, NY 10028
USA

13 May 2005

Dear Mrs Henderson,

**Role as Non-executive Director**

I write to confirm the terms of your appointment as a Non-executive Director of the Company:-

1. **Term of Appointment**

   (A) Your initial term as a Non-executive Director will be until the close of business at the Annual General Meeting in 2007.

   (B) Your appointment is subject to:

      (i) The requirements of the Combined Code in respect of performance evaluation;

      (ii) Your election or re-election at any subsequent Annual General Meeting at which, pursuant to the Articles, you are required to retire;

      (iii) The provisions of the Articles; and

      (iv) Not less than three months' notice of termination in writing.

2. **Powers and Duties**

   (A) You will exercise such powers and perform such duties as are appropriate to your role as a non-executive director of the Company. You may expect to be appointed as a member of at least one of the Committees established by the Board. The Company Secretary will provide you with full details of the Company's Corporate Governance arrangements, which include details of the procedures if you should think it necessary to take independent professional advice at the Company's expense.

(B) You will comply with the Shell General Business Principles and all other reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company or any regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of The City Code on Take-Overs and Mergers and Financial Service Authority and Stock Exchange regulations.

(C) You will advise the Chairman immediately if you become aware of any conflict between your own interests and those of the Company.

(D) It is expected that the time commitment necessary to fulfil your duties as a Non-executive Director is on average 30 days a year. This includes attendance at the Annual General Meeting, approximately eight meetings of the Board per year (including the annual off site Board meeting and travel to that off site Board meeting), meetings of any Committees of the Board on which you may be invited to serve as a member and appropriate preparation time ahead of all meetings. Further time commitment may be required if you are invited to serve as chairman to a Committee of the Board. These meetings may be held in The Hague or elsewhere. Additional site visits, educational briefings and contact with executive directors and staff may involve further time commitment of up to 5 days per year. Travelling time (except for the annual off site Board meeting) is not included. On occasion, more time may be needed to deal with particular issues. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. **Remuneration**

From the date of completion of the Transaction (expected to be in July 2005) to the termination of your appointment you will be paid director's fees quarterly in arrear at the rate of £70,000 per annum or such higher amount as the Company may from time to time determine and notify to you in writing. In addition you will be entitled to an additional fee of £3,000 per meeting if you undertake intercontinental travel to attend that meeting. This additional fee is not payable for the annual off site Board meeting.

The following additional fee(s) are payable per annum to any director who is appointed as:

| | |
|---|---|
| Senior Independent Director/deputy chairman: | £ 30,000 |
| Audit Committee chairman: | £ 25,000 |
| Remuneration Committee chairman: | £ 20,000 |
| Other Committee chairmanship | £ 15,000 |
| Audit Committee membership | £ 15,000 |
| Remuneration Committee membership | £ 11,500 |
| Other committee membership | £ 8,000 |

4. **Expenses**

Subject to the Articles, the Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties.

5. **Confidential Information**

(A) You will not, either during the term of your appointment as a director or thereafter:

(i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or

(ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

(B) During the term of your appointment as a director, you will not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Chairman in writing (such consent not to be unreasonably withheld or delayed).

6. **Return of Papers**

You will promptly whenever requested by the Company and in any event upon your ceasing to be a director of the Company either (i) deliver up to the Company all correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company or (ii) certify to the Company in writing that such correspondence, documents, papers and records have been destroyed. You will not retain copies in paper or electronic form. Title and copyright therein shall vest in the Company.

7. **Termination of Appointment**

Your appointment will terminate on the earliest of:-

(i) the date of expiry of the period specified in clause 1(A);

(ii) the date of expiry of the period specified in Clause 1(B);

(iii) your ceasing to be a director for any reason pursuant to the Articles or any applicable law.

Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as a director of the Company with effect from either:-

(a) the date of expiry of the period specified in clause 1(A); or

(b) the date of the expiry of the period specified in clause 1(B).

If the Company agrees with you in writing that you will serve as a director until a later date than the date referred to in (a), your resignation will be effective from that later date or any extension to it agreed in writing.

8. **Directors' and Officers' Insurance**

The Company has taken out insurance cover for directors' and officers' liabilities. Full details of such cover can be obtained from the Company Secretary.

9. **Condition precedent**

Completion of the Transaction (expected to be in July 2005) shall be a condition precedent to the operation of this letter of appointment.

10. **Arbitration**

10.1 All disputes between the Company and you shall be resolved exclusively according to the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles and articles 152, 153 and 154 shall accordingly be incorporated, *mutatis mutandis*, into the terms of this letter of appointment.

10.2 In respect of any disputes between a shareholder and you (whether in your capacity as director of the Company or a subsidiary undertaking of the Company), the Company shall, upon your request, take all reasonable steps to enforce the shareholder's submission to arbitration or to the exclusive jurisdiction of the courts of England and Wales as provided in article 154 (C).

10.3 A copy of articles 152, 153 and 154 of the Articles in the form in which they exist as at the date of this letter of appointment is attached as Annex 1.

10.4 References to "dispute" in this clause shall have the same meaning as set out in article 154 of the Articles.

10.5 All cross-references to the Articles in this clause will be updated and amended without further action of either party in the event the Articles themselves are renumbered.

11. **Definitions**

Any reference in this letter to:-

| | |
|---|---|
| the “Articles” | means the Articles of Association from time to time of the Company; |
| the “Board” | means the board of Directors from time to time of the Company; |
| the “Companies Acts” | means every statute from time to time in force concerning companies insofar as it applies to the Company; and |
| the “Group” | means the Company and any other company directly or indirectly controlled by the Company. |
| the “Transaction” | means the unification of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company) and the “Shell” Transport and Trading Company, p.l.c.. |

Please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

/s/ Aad Jacobs

Aad Jacobs
Chairman

I accept the terms of appointment as set out above.

/s/ Mrs. M R Henderson

(Signature)

13 May, 2005

(Date)

**ANNEX 1**

The following is an extract from the Articles, as at the date of this letter of appointment:

**"152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a solicitor or barrister qualified to practise in England and Wales and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The seat and also the geographical location of the arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se.* This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations

Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part

of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) “company” shall be read so as to include each and any of the company’s subsidiary undertakings from time to time; and

(ii) “director” shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) “professional service providers” shall be read so as to include the company’s auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).”

Exhibit 10.8

**ROYAL DUTCH SHELL PLC**

**LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR**

Sir Peter Job
Flat 505
Rowan House
9 Greycoat Street
London SW1P 2QD
UK

13 May 2005

Dear Sir Peter,

**Role as Non-executive Director**

I write to confirm the terms of your appointment as a Non-executive Director of the Company:-

1. **Term of Appointment**

   (A) Your initial term as a Non-executive Director will be until the close of business at the Annual General Meeting in 2007.

   (B) Your appointment is subject to:

      (i) The requirements of the Combined Code in respect of performance evaluation;

      (ii) Your election or re-election at any subsequent Annual General Meeting at which, pursuant to the Articles, you are required to retire;

      (iii) The provisions of the Articles; and

      (iv) Not less than three months' notice of termination in writing.

2. **Powers and Duties**

   (A) You will exercise such powers and perform such duties as are appropriate to your role as a non-executive director of the Company. You may expect to be appointed as a member of at least one of the Committees established by the Board. The Company Secretary will provide you with full details of the Company's Corporate Governance arrangements, which include details of the procedures if you should think it necessary to take independent professional advice at the Company's expense.

(B) You will comply with the Shell General Business Principles and all other reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company or any regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of The City Code on Take-Overs and Mergers and Financial Service Authority and Stock Exchange regulations.

(C) You will advise the Chairman immediately if you become aware of any conflict between your own interests and those of the Company.

(D) It is expected that the time commitment necessary to fulfil your duties as a Non-executive Director is on average 30 days a year. This includes attendance at the Annual General Meeting, approximately eight meetings of the Board per year (including the annual off site Board meeting and travel to that off site Board meeting), meetings of any Committees of the Board on which you may be invited to serve as a member and appropriate preparation time ahead of all meetings. Further time commitment may be required if you are invited to serve as chairman to a Committee of the Board. These meetings may be held in The Hague or elsewhere. Additional site visits, educational briefings and contact with executive directors and staff may involve further time commitment of up to 5 days per year. Travelling time (except for the annual off site Board meeting) is not included. On occasion, more time may be needed to deal with particular issues. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. **Remuneration**

From the date of completion of the Transaction (expected to be in July 2005) to the termination of your appointment you will be paid director's fees quarterly in arrear at the rate of £70,000 per annum or such higher amount as the Company may from time to time determine and notify to you in writing. In addition you will be entitled to an additional fee of £3,000 per meeting if you undertake intercontinental travel to attend that meeting. This additional fee is not payable for the annual off site Board meeting.

The following additional fee(s) are payable per annum to any director who is appointed as:

| | |
|---|---|
| Senior Independent Director/deputy chairman: | £ 30,000 |
| Audit Committee chairman: | £ 25,000 |
| Remuneration Committee chairman: | £ 20,000 |
| Other Committee chairmanship | £ 15,000 |
| Audit Committee membership | £ 15,000 |
| Remuneration Committee membership | £ 11,500 |
| Other committee membership | £ 8,000 |

4. **Expenses**

Subject to the Articles, the Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties.

5. **Confidential Information**

(A) You will not, either during the term of your appointment as a director or thereafter:

(i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or

(ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

(B) During the term of your appointment as a director, you will not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Chairman in writing (such consent not to be unreasonably withheld or delayed).

6. **Return of Papers**

You will promptly whenever requested by the Company and in any event upon your ceasing to be a director of the Company either (i) deliver up to the Company all correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company or (ii) certify to the Company in writing that such correspondence, documents, papers and records have been destroyed. You will not retain copies in paper or electronic form. Title and copyright therein shall vest in the Company.

7. **Termination of Appointment**

Your appointment will terminate on the earliest of:-

(i) the date of expiry of the period specified in clause 1(A);

(ii) the date of expiry of the period specified in Clause 1(B);

(iii) your ceasing to be a director for any reason pursuant to the Articles or any applicable law.

Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as a director of the Company with effect from either:-

(a) the date of expiry of the period specified in clause 1(A); or

(b) the date of the expiry of the period specified in clause 1(B).

If the Company agrees with you in writing that you will serve as a director until a later date than the date referred to in (a), your resignation will be effective from that later date or any extension to it agreed in writing.

8. **Directors' and Officers' Insurance**

The Company has taken out insurance cover for directors' and officers' liabilities. Full details of such cover can be obtained from the Company Secretary.

9. **Condition precedent**

Completion of the Transaction (expected to be in July 2005) shall be a condition precedent to the operation of this letter of appointment.

10. **Arbitration**

10.1 All disputes between the Company and you shall be resolved exclusively according to the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles and articles 152, 153 and 154 shall accordingly be incorporated, *mutatis mutandis*, into the terms of this letter of appointment.

10.2 In respect of any disputes between a shareholder and you (whether in your capacity as director of the Company or a subsidiary undertaking of the Company), the Company shall, upon your request, take all reasonable steps to enforce the shareholder's submission to arbitration or to the exclusive jurisdiction of the courts of England and Wales as provided in article 154 (C).

10.3 A copy of articles 152, 153 and 154 of the Articles in the form in which they exist as at the date of this letter of appointment is attached as Annex 1.

10.4 References to "dispute" in this clause shall have the same meaning as set out in article 154 of the Articles.

10.5 All cross-references to the Articles in this clause will be updated and amended without further action of either party in the event the Articles themselves are renumbered.

11. **Definitions**

Any reference in this letter to:-

| | |
|---|---|
| the “Articles” | means the Articles of Association from time to time of the Company; |
| the “Board” | means the board of Directors from time to time of the Company; |
| the “Companies Acts” | means every statute from time to time in force concerning companies insofar as it applies to the Company; and |
| the “Group” | means the Company and any other company directly or indirectly controlled by the Company. |
| the “Transaction” | means the unification of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company) and the “Shell” Transport and Trading Company, p.l.c.. |

Please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

/s/ Aad Jacobs

Aad Jacobs
Chairman

I accept the terms of appointment as set out above.

/s/ Sir Peter Job

(Signature)

13 May, 2005

(Date)

**ANNEX 1**

The following is an extract from the Articles, as at the date of this letter of appointment:

**"152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a solicitor or barrister qualified to practise in England and Wales and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The seat and also the geographical location of the arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se.* This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations

Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part

of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) “company” shall be read so as to include each and any of the company’s subsidiary undertakings from time to time; and

(ii) “director” shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) “professional service providers” shall be read so as to include the company’s auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).”

Exhibit 10.9

**ROYAL DUTCH SHELL PLC**

**LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR**

Lord Kerr of Kinlochard, GCMG
60 Abbey Road
London NW8 0QH
UK

13 May 2005

Dear Lord Kerr,

**Role as Non-executive Director**

I write to confirm the terms of your appointment as a Non-executive Director of the Company:-

1. **Term of Appointment**

   (A) Your initial term as a Non-executive Director will be until the close of business at the Annual General Meeting in 2007.

   (B) Your appointment is subject to:

      (i) The requirements of the Combined Code in respect of performance evaluation;

      (ii) Your election or re-election at any subsequent Annual General Meeting at which, pursuant to the Articles, you are required to retire;

      (iii) The provisions of the Articles; and

      (iv) Not less than three months' notice of termination in writing.

2. **Powers and Duties**

   (A) You will exercise such powers and perform such duties as are appropriate to your role as a non-executive director of the Company. You may expect to be appointed as a member of at least one of the Committees established by the Board. The Company Secretary will provide you with full details of the Company's Corporate Governance arrangements, which include details of the procedures if you should think it necessary to take independent professional advice at the Company's expense.

(B) You will comply with the Shell General Business Principles and all other reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company or any regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of The City Code on Take-Overs and Mergers and Financial Service Authority and Stock Exchange regulations.

(C) You will advise the Chairman immediately if you become aware of any conflict between your own interests and those of the Company.

(D) It is expected that the time commitment necessary to fulfil your duties as a Non-executive Director is on average 30 days a year. This includes attendance at the Annual General Meeting, approximately eight meetings of the Board per year (including the annual off site Board meeting and travel to that off site Board meeting), meetings of any Committees of the Board on which you may be invited to serve as a member and appropriate preparation time ahead of all meetings. Further time commitment may be required if you are invited to serve as chairman to a Committee of the Board. These meetings may be held in The Hague or elsewhere. Additional site visits, educational briefings and contact with executive directors and staff may involve further time commitment of up to 5 days per year. Travelling time (except for the annual off site Board meeting) is not included. On occasion, more time may be needed to deal with particular issues. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. **Remuneration**

From the date of completion of the Transaction (expected to be in July 2005) to the termination of your appointment you will be paid director's fees quarterly in arrear at the rate of £70,000 per annum or such higher amount as the Company may from time to time determine and notify to you in writing. In addition you will be entitled to an additional fee of £3,000 per meeting if you undertake intercontinental travel to attend that meeting. This additional fee is not payable for the annual off site Board meeting.

The following additional fee(s) are payable per annum to any director who is appointed as:

| | |
|---|---|
| Senior Independent Director/deputy chairman: | £ 30,000 |
| Audit Committee chairman: | £ 25,000 |
| Remuneration Committee chairman: | £ 20,000 |
| Other Committee chairmanship | £ 15,000 |
| Audit Committee membership | £ 15,000 |
| Remuneration Committee membership | £ 11,500 |
| Other committee membership | £ 8,000 |

4. **Expenses**

Subject to the Articles, the Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties.

5. **Confidential Information**

(A) You will not, either during the term of your appointment as a director or thereafter:

(i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or

(ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

(B) During the term of your appointment as a director, you will not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Chairman in writing (such consent not to be unreasonably withheld or delayed).

6. **Return of Papers**

You will promptly whenever requested by the Company and in any event upon your ceasing to be a director of the Company either (i) deliver up to the Company all correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as a director of the Company or (ii) certify to the Company in writing that such correspondence, documents, papers and records have been destroyed. You will not retain copies in paper or electronic form. Title and copyright therein shall vest in the Company.

7. **Termination of Appointment**

Your appointment will terminate on the earliest of:-

(i) the date of expiry of the period specified in clause 1(A);

(ii) the date of expiry of the period specified in Clause 1(B);

(iii) your ceasing to be a director for any reason pursuant to the Articles or any applicable law.

Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as a director of the Company with effect from either:-

(a) the date of expiry of the period specified in clause 1(A); or

(b) the date of the expiry of the period specified in clause 1(B).

If the Company agrees with you in writing that you will serve as a director until a later date than the date referred to in (a), your resignation will be effective from that later date or any extension to it agreed in writing.

8. **Directors' and Officers' Insurance**

The Company has taken out insurance cover for directors' and officers' liabilities. Full details of such cover can be obtained from the Company Secretary.

9. **Condition precedent**

Completion of the Transaction (expected to be in July 2005) shall be a condition precedent to the operation of this letter of appointment.

10. **Arbitration**

10.1 All disputes between the Company and you shall be resolved exclusively according to the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles and articles 152, 153 and 154 shall accordingly be incorporated, *mutatis mutandis*, into the terms of this letter of appointment.

10.2 In respect of any disputes between a shareholder and you (whether in your capacity as director of the Company or a subsidiary undertaking of the Company), the Company shall, upon your request, take all reasonable steps to enforce the shareholder's submission to arbitration or to the exclusive jurisdiction of the courts of England and Wales as provided in article 154 (C).

10.3 A copy of articles 152, 153 and 154 of the Articles in the form in which they exist as at the date of this letter of appointment is attached as Annex 1.

10.4 References to "dispute" in this clause shall have the same meaning as set out in article 154 of the Articles.

10.5 All cross-references to the Articles in this clause will be updated and amended without further action of either party in the event the Articles themselves are renumbered.

11. **Definitions**

Any reference in this letter to:-

| | |
|---|---|
| the “Articles” | means the Articles of Association from time to time of the Company; |
| the “Board” | means the board of Directors from time to time of the Company; |
| the “Companies Acts” | means every statute from time to time in force concerning companies insofar as it applies to the Company; and |
| the “Group” | means the Company and any other company directly or indirectly controlled by the Company. |
| the “Transaction” | means the unification of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company) and the “Shell” Transport and Trading Company, p.l.c.. |

Please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

/s/ Aad Jacobs

Aad Jacobs
Chairman

I accept the terms of appointment as set out above.

/s/ Lord Kerr

(Signature)

13 May, 2005

(Date)

**ANNEX 1**

The following is an extract from the Articles, as at the date of this letter of appointment:

**"152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a solicitor or barrister qualified to practise in England and Wales and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The seat and also the geographical location of the arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se.* This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations

Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part

of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) “company” shall be read so as to include each and any of the company’s subsidiary undertakings from time to time; and

(ii) “director” shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) “professional service providers” shall be read so as to include the company’s auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).”

Exhibit 10.10

**ROYAL DUTCH SHELL PLC**

**LETTER OF APPOINTMENT FOR NON-EXECUTIVE CHAIRMAN**

Drs. A.G. Jacobs
Dresdenlaan 1
3055 WD Rotterdam
The Netherlands

13 May 2005

Dear Mr. Jacobs

**Role as Non-executive Chairman**

I write to confirm the terms of your appointment as Non-executive Chairman of the Company:-

1. **Term of Appointment**

   (A) Your initial term as Non-executive Chairman will be until the close of business at the Annual General Meeting in 2006.

   (B) Your appointment is subject to:

      (i) The requirements of the Combined Code in respect of performance evaluation;

      (ii) Your election or re-election at any subsequent Annual General Meeting at which, pursuant to the Articles, you are required to retire;

      (iii) The provisions of the Articles; and

      (iv) Not less than three months' notice of termination in writing.

2. **Powers and Duties**

   (A) You will exercise such powers and perform such duties as are appropriate to your role as Non-executive Chairman of the Company. You will be appointed as Chairman of the Nomination and Succession Committee established by the Board. The Company Secretary will provide you with full details of the Company's Corporate Governance arrangements which include details of the procedures if you should think it necessary to take independent professional advice at the Company's expense.

(B) You will comply with the Shell General Business Principles and all other reasonable directions from, and all regulations of, the Company including, without limitation, regulations with respect to confidentiality, dealings in shares and notifications required to be made by a director to the Company or any regulatory body under the Companies Acts, the Articles or any other regulations of the Company. You will also observe the terms and conditions of The City Code on Take-Overs and Mergers and Financial Service Authority and Stock Exchange regulations

(C) You will advise the Senior Independent Director immediately if you become aware of any conflict between your own interests and those of the Company.

(D) It is expected that the time commitment necessary to fulfil your duties as Non-executive Chairman is on average 36 days per year. This includes attendance at the Annual General Meeting, approximately eight meetings of the Board per year (including the annual off site Board meeting and travel to that off site Board meeting), meetings of the Nomination and Succession Committee and appropriate preparation time ahead of all meetings. These meetings may be held in The Hague or elsewhere. Additional site visits, educational briefings and contact with executive directors and staff may involve further time commitment of up to 5 days per year. Travelling time (except for the annual off site Board meeting) is not included. On occasion, more time may be needed to deal with particular issues. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. **Remuneration**

From the date of completion of the Transaction (expected to be in July 2005) to the termination of your appointment you will be paid fees quarterly in arrear at the rate of £150,000 per annum or such higher amount as the Company may from time to time determine and notify to you in writing.

4. **Expenses**

Subject to the Articles, the Company will reimburse you for all reasonable travelling, hotel and incidental expenses which you may incur in performing your duties.

5. **Confidential Information**

(A) You will not, either during the term of your appointment as Non-executive Chairman or thereafter:

(i) use to the detriment or prejudice of the Group or divulge or communicate to any person any trade secret or any other confidential information concerning the business or affairs of the Group (except to employees or directors of the Group whose province it is to know the same) which may have come to your knowledge during the term of your appointment; or

(ii) use for your own purpose or for any purposes other than those of the Group any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Group. This restriction shall cease to apply to any information or knowledge which may come into the public domain (except through your default).

(B) During the term of your appointment as Non-executive Chairman, you will not be or become a director or employee or agent of any enterprise, or have or acquire any material financial interest in any enterprise, which competes or is likely to compete or has a significant business relationship with any member of the Group without the prior consent of the Senior Independent Director in writing (such consent not to be unreasonably withheld or delayed).

6. **Return of Papers**

You will promptly whenever requested by the Company and in any event upon your ceasing to be Non-executive Chairman of the Company either (i) deliver up to the Company all correspondence and all other documents, papers and records which may have been prepared by you or have come into your possession as Non-executive Chairman of the Company or (ii) certify to the Company in writing that such correspondence, documents, papers and records have been destroyed. You will not retain copies in paper or electronic form. Title and copyright therein shall vest in the Company.

7. **Termination of Appointment**

Your appointment will terminate on the earliest of:-

(i) the date of expiry of the period specified in clause 1(A);

(ii) the date of expiry of the period specified in Clause 1(B);

(iii) your ceasing to be Non-executive Chairman for any reason pursuant to the Articles or any applicable law.

Your signature on the duplicate copy of this letter constitutes your irrevocable resignation as Non-executive Chairman of the Company with effect from either:-

(a) the date of expiry of the period specified in clause 1(A); or

(b) the date of the expiry of the period specified in clause 1(B).

If the Company agrees with you in writing that you will serve as Non-executive Chairman until a later date than the date referred to in (a), your resignation will be effective from that later date or any extension to it agreed in writing.

8. **Directors' and Officers' Insurance**

The Company has taken out insurance cover for directors' and officers' liabilities. Full details of such cover can be obtained from the Company Secretary.

9. **Condition precedent**

Completion of the Transaction (expected to be in July 2005) shall be a condition precedent to the operation of this letter of appointment.

10. **Arbitration**

10.1 All disputes between the Company and you shall be resolved exclusively according to the arbitration and exclusive jurisdiction provisions set out in articles 152, 153 and 154 of the Articles and articles 152, 153 and 154 shall accordingly be incorporated, *mutatis mutandis*, into the terms of this letter of appointment.

10.2 In respect of any disputes between a shareholder and you (whether in your capacity as director of the Company or a subsidiary undertaking of the Company), the Company shall, upon your request, take all reasonable steps to enforce the shareholder's submission to arbitration or to the exclusive jurisdiction of the courts of England and Wales as provided in article 154 (C).

10.3 A copy of articles 152, 153 and 154 of the Articles in the form in which they exist as at the date of this letter of appointment is attached as Annex 1.

10.4 References to "dispute" in this clause shall have the same meaning as set out in article 154 of the Articles.

10.5 All cross-references to the Articles in this clause will be updated and amended without further action of either party in the event the Articles themselves are renumbered.

11. **Definitions**

Any reference in this letter to:-

| | |
|---|---|
| the "Articles" | means the Articles of Association from time to time of the Company; |
| the "Board" | means the board of Directors from time to time of the Company; |
| the "Companies Acts" | means every statute from time to time in force concerning companies insofar as it applies to the Company; and |
| the "Group" | means the Company and any other company directly or indirectly controlled by the Company. |
| the "Transaction" | means the unification of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum |

Company) and the “Shell” Transport and Trading Company, p.l.c..

Please sign and return the duplicate copy of this letter by way of acceptance of its terms.

Yours sincerely,

/s/ Jeroen van der Veer

Jeroen van der Veer
Chief Executive

/s/ Michiel Brandjes

Michiel Brandjes
Company Secretary

I accept the terms of appointment as set out above.

/s/ Aad Jacobs

(Signature)

13 May, 2005

(Date)

**ANNEX 1**

The following is an extract from the Articles, as at the date of this letter of appointment:

**"152. Arbitration**

Unless article 153 applies:

(A) All disputes:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 152(A)(iii),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time.

(B) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.

(C) The chairman of the tribunal must have at least 20 years experience as a solicitor or barrister qualified to practise in England and Wales and each other arbitrator must have at least 20 years experience as a qualified lawyer.

(D) The seat and also the geographical location of the arbitration shall be The Hague, The Netherlands.

(E) The language of the arbitration shall be English.

(F) These articles constitute a contract between the company and its shareholders and between the company's shareholders *inter se.* This article 152 (as supplemented from time to time by any agreement to a similar effect between the company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the company, its directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Netherlands Arbitration Act, the Arbitration Act 1996 of England and Wales and Article II of the United Nations

Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

(G) Each person to whom this article 152 applies hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

**153. Exclusive Jurisdiction**

(A) This article 153 shall apply to a dispute (which would otherwise be subject to article 152) in any jurisdiction if a court in that jurisdiction determines that article 152 is invalid or unenforceable in relation to that dispute in that jurisdiction.

(B) For the purposes of article 153(A), court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.

(C) Any proceeding, suit or action:

(i) between a shareholder in that shareholder's capacity as such and the company and/or its directors arising out of or in connection with these articles or otherwise; and/or

(ii) to the fullest extent permitted by law, between the company and any of its directors in their capacities as such or as employees of the company, including all claims made by or on behalf of the company against its directors; and/or

(iii) between a shareholder in that shareholder's capacity as such and the company's professional service providers; and/or

(iv) between the company and the company's professional service providers arising in connection with any claim within the scope of article 153(C)(iii),

may only be brought in the courts of England and Wales.

(D) Damages alone may not be an adequate remedy for any breach of this article 153, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

**154. General Dispute Resolution Provisions**

(A) For the purposes of articles 152 and 153, a "dispute" shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the company to pay all or part

of a dividend which has been declared and which has fallen due for payment.

(B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 152, shall be the substantive law of England.

(C) The company shall be entitled to enforce articles 152 and 153 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.

(D) References in articles 152 and 153 to:

(i) “company” shall be read so as to include each and any of the company’s subsidiary undertakings from time to time; and

(ii) “director” shall be read so as to include each and any director of the company from time to time in its capacity as such or as employee of the company and shall include any former director of the company; and

(iii) “professional service providers” shall be read so as to include the company’s auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the company in writing to be bound by article 152 and/or 153 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).”

**Exhibit 23.2**

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRMS

We hereby consent to the use in this Registration Statement on Form F-4 of Royal Dutch Shell plc of the report dated May 18, 2005 relating to the financial statements or Royal Dutch Shell plc, which appears in such Registration Statement. We also consent to the references to us under the headings “Experts” in such Registration Statement.

/s/ KPMG Audit Plc

KPMG Audit Plc
London
18 May 2005

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
London
18 May 2005

**Exhibit 23.3**

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form F-4 of Royal Dutch Shell plc of the report dated March 29, 2005, relating to the financial statements of Royal Dutch Petroleum Company, which appears in the Royal Dutch Petroleum Company and the "Shell" Transport and Trading Company, p.l.c. Annual Report on Form 20-F/A (Amendment No.1) for the year ended December 31, 2004. We also consent to the references to us under the headings "Experts" in such Registration Statement.

/s/ KPMG Accountants N.V.

KPMG Accountants N.V.
The Hague
18 May, 2005

Exhibit 23.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRMS

We hereby consent to the incorporation by reference in this Registration Statement on Form F-4 of Royal Dutch Shell plc of the report dated March 29, 2005 relating to the Netherlands GAAP financial statements of the Royal Dutch/Shell Group of Companies which appears in the Royal Dutch Petroleum Company and The "Shell" Transport and Trading Company, p.l.c. Annual Report on Form 20-F/A (Amendment No.1) for the year ended December 31, 2004. We also consent to the references to us under the headings "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
London
18 May, 2005

/s/ KPMG Accountants N.V.

KPMG Accountants N.V.
The Hague
18 May, 2005

Exhibit 23.5

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form F-4 of Royal Dutch Shell plc of the report dated March 29, 2005 relating to the financial statements of The "Shell" Transport and Trading Company, p.l.c. which appears in the Royal Dutch Petroleum Company and The "Shell" Transport and Trading Company, p.l.c. Annual Report on Form 20-F/A (Amendment No.1) for the year ended December 31, 2004. We also consent to the references to us under the headings "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
London
18 May, 2005

Exhibit 23.6

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRMS

We hereby consent to the incorporation by reference in this Registration Statement on Form F-4 of Royal Dutch Shell plc of the report dated March 29, 2005 relating to the financial statements of Royal Dutch/Shell Group of Companies which appears in the Royal Dutch Petroleum Company and The "Shell" Transport and Trading Company, p.l.c. Annual Report on Form 20-F/A (Amendment No.1) for the year ended December 31, 2004. We also consent to the references to us under the headings "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
London
18 May 2005

/s/ KPMG Accountants N.V.

KPMG Accountants N.V.
The Hague
18 May 2005

**Exhibit 23.10**

020 7418 1300

May 18, 2005

Re: **Royal Dutch Shell plc – Registration Statement on Form F-4 dated May 18, 2005 (the "Registration Statement")**

Royal Dutch Shell plc
Carel van Bylandtlaan 30
2596 HR The Hague
The Netherlands

Ladies and Gentlemen:

We represented Royal Dutch Petroleum Company and The "Shell" Transport and Trading Company, Public Limited Company (together the "Group") in connection with an internal investigation on behalf of and at the direction of the Group Audit Committee with respect to the recategorization of proved hydrocarbon reserves as disclosed in the Group's press releases of January 9, 2004. In that capacity, we delivered our interim report dated March 1, 2004 (the "Interim Report") and our report dated March 31, 2004 (the "Report") to the Group Audit Committee.

We hereby consent (1) to the filing of this letter as an exhibit to the Registration Statement, (2) to the use of our name and the references to the Interim Report and/or the Report, as the case may be, in the prospectus which forms part of the Registration Statement and in the Annual Report on Form 20-F of the Group for the year ended December 31, 2004, as amended (the "20-F") incorporated therein by reference and (3) the summary of certain sections of the findings and recommendations in the Report set forth under the headings "Discussion and Analysis of Financial Condition and Results of Operations – Controls and Procedures", "Notes to the Financial Statements [of Royal Dutch Shell Petroleum Company] – Note 3 Restatement of previously issued Financial Statements – First Reserves Restatement", "Notes to the Financial Statements [of The "Shell" Transport and Trading Company, Public Limited Company] – Note 3 Restatement of previously issued Financial Statements – First Reserves Restatement" and "Notes to the Financial Statements [of Royal Dutch / Shell Group of Companies] – Note 2 Restatement of previously issued Financial Statements – First Reserves Restatement" of the 20-F. In providing this consent, we do not admit that we are "persons" within the meaning of Section 7(a) or 11(a)(4) of the Securities Act of 1933, as amended, or "experts" within the meaning of Section 11 thereof, with respect to any portion of the Registration Statement or the 20-F.

Very truly yours,

/s/ Davis Polk & Wardell
Davis Polk & Wardell

**Exhibit 99.1**

**Letter of Transmittal To Tender New York Registry Shares of**

# Royal Dutch Petroleum Company
# (N.V. Koninklijke Nederlandsche Petroleum Maatschappij)

**Pursuant to the Prospectus dated May [l], 2005 by**

# Royal Dutch Shell plc,

**to exchange for every New York Registry Share of Royal Dutch Petroleum Company one Class A American Depositary Share of Royal Dutch Shell plc**

A. o Mark this box to tender and exchange ALL of your Royal Dutch Petroleum Company shares for new Royal Dutch Shell plc shares.

B. o Mark this box to tender and exchange a portion of your Royal Dutch Petroleum Company shares for new Royal Dutch Shell plc shares. (Indicate the number of shares below)

C. o Mark this box if you want to change the Ownershiip of your new Royal Dutch Shell plc ADSs, have Special Delivery Instructions, or wish to change your current Address of Record. (see the reverse of this form)

Please sign and date this Letter of Transmittal.

Date _____

Stockholder sign here _____

Co-owner sign here _____

By signing this form, I certify under penalties of perjury, that the Tax ID Number below is accurate for IRS W-9 purposes and that I am not and have not been notified by the Internal Revenue Service that I am subject to back-up withholding.

Taxpayer Identification or Social Security Number _____

Daytime Telephone # _____

Evening Telephone # _____

Please return all share certificates with this Letter of Transmittal in the enclosed envelope. Do not sign your certificates.

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME,**

**ON JULY 18, 2005, UNLESS THE OFFER IS EXTENDED.**

Sign and date the Letter of Transmittal, confirming that you have read the “Important Tender Information” on the reverse. If you are acting in a fiduciary or representative capacity, please indicate so when signing and submit proper evidence of your authority to act as such.

Please return the Letter of Transmittal and Royal Dutch NY Registry Shares to JPMorgan Chase Bank, N.A. (“JPMorgan”), c/o EquiServe Corporate Reorganization, P.O. Box 859208, Braintree, MA 02185-9208.

**Shares Tendered (Attach Additional Signed List if Necessary)**

| Share Certificate Number(s)* | Total Number of Shares | Share Certificate Number(s)* | Total Number of Shares |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

* Need not be completed if shares tendered are book-entry.

Full Shares _____ Fractional Shares _____

Total number of shares I wish to tender and exchange:

(Use this section if Box B above has been marked)

.

**IMPORTANT TENDER INFORMATION**

The signor hereby represents and warrants that the signor has full power and authority to tender, sell, assign and transfer the tendered Royal Dutch NY Registry Shares (and any and all other Royal Dutch NY Registry Shares or other securities or rights issued or issuable in respect thereof on or after July 18, 2005) and, when the same are accepted for payment by Royal Dutch Shell, Royal Dutch Shell will acquire good title thereto, free and clear of all liens, restrictions, claims and encumbrances and the same will not be subject to any adverse claim. The signor will, upon request, execute any additional documents deemed by the U.S. exchange agent or Royal Dutch Shell to be necessary or desirable to complete the sale, assignment and transfer of the tendered Royal Dutch NY Registry Shares (and any such other Royal Dutch NY Registry Shares or other securities or rights).

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. Except as stated in the Prospectus, this tender is irrevocable.

Upon the terms of the Offer, subject to, and effective upon, acceptance for payment of, and payment for, the Royal Dutch NY Registry Shares tendered herewith in accordance with the terms of the Offer, the signor hereby sells, assigns and transfers to, or upon the order of, Royal Dutch Shell all right, title and interest in and to all the Royal Dutch NY Registry Shares that are being tendered hereby (and any and all other Royal Dutch NY Registry Shares or other securities or rights issued or issuable in respect thereof on or after July 18, 2005) and irrevocably constitutes and appoints JPMorgan Chase Bank, N.A. (the “U.S. Exchange Agent”), the true and lawful agent and attorney-in-fact of the undersigned, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to the full extent of the undersigned’s rights with respect to such Royal Dutch NY Registry Shares (and any such other Royal Dutch NY Registry Shares or securities or rights), (a) to deliver such Royal Dutch NY Registry Shares, and any other securities or rights, or transfer ownership of such securities on the account books maintained by the book-entry transfer facility together, in any such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, Royal Dutch Shell, (b) to present such securities for transfer on Royal Dutch’s books and (c) to receive all benefit and otherwise exercise all rights of beneficial ownership of such securities, all in accordance with the terms of the Offer.

The signor understands that the valid tender of Royal Dutch NY Registry Shares pursuant to any of the procedures described in the Prospectus and in the Instructions hereto will constitute a binding agreement between the undersigned and Royal Dutch Shell upon the terms and subject to the conditions of the Offer. The undersigned recognizes that under certain circumstances set forth in the Prospectus, Royal Dutch Shell may not be required to accept for payment any of the Royal Dutch NY Registry Shares tendered hereby.

**BAR CODE**

o **CHECK HERE IF TENDERED ROYAL DUTCH NY REGISTRY SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE U.S. EXCHANGE AGENT AND COMPLETE THE FOLLOWING:**

Name(s) of Registered Holders(s)

Date of Execution of Notice of Guaranteed Delivery

Name of institution that Guaranteed Delivery

**If delivered by Book-Entry Transfer, check box:** o

Name of Tendering institution

Account Number at Book-Entry Transfer Facility

Transaction Code Number

**CHANGE OF OWNERSHIP**

Name

(Please Print First, Middle & Last Name)

Signature(s)

(All Joint Owners must sign)

Address

(Number and Street)

Name of qualified financial institution

(City, State & Zip Code)

(Tax Identification or Social Security Number)

Medallion Signature Guarantee

**Please follow these instructions and complete the "Change of Ownership" box above**

**and mark box C on the front of this Letter of Transmittal.**

1. If you want to change the ownership of the Royal Dutch Shell plc ADSs to which you will be entitled, provide the exact name, address, and Tax Identification or Social Security Number of the new owner in the "Change of Ownership" box above. If you are transferring ownership to more than one account, please list the information on a separate sheet.

2. Sign the "Change of Ownership" box above exactly as the name(s) currently appear in the registration.
**Signatures must be Medallion Signature Guaranteed.**

   (A Medallion Signature Guarantee may be executed by an eligible commercial or savings bank, trust company, credit union or brokerage firm. **A Notary Public seal is not acceptable**.)

3. Return this Letter of Transmittal and all Royal Dutch NY Registry Shares issued in your name.

**Special Mailing Instructions**

Complete ONLY if mailing to someone other than the undersigned or if mailing to the undersigned at an address other than that shown on the reverse.

**Mail new ADSs to: (please print)**

Name

Address

**Address Change**

Complete if you wish to indicate a change of address. Please be sure to mark the corresponding box on the reverse.

**My (Our) new address is: (please print)**

**Information for Stockholders with Lost Certificates**

If any certificate(s) representing Royal Dutch NY Registry Shares have been lost, destroyed or stolen, the holder should promptly notify JPMorgan at 1-800-556-8639. The holder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents can not be processed until the procedure for replacing the lost or destroyed certificates has been followed.

## General Questions

If you have any questions regarding how to complete the Letter of Transmittal, please contact JPMorgan at 1-800-556-8639.

**INSTRUCTIONS TO**

**Letter of Transmittal**

**To**
**Tender New York Registry Shares**
**of**
# Royal Dutch Petroleum Company
# (N.V. Koninklijke Nederlandsche Petroleum Maatschappij)

**Pursuant to the Prospectus dated May [l], 2005**

**by**
## Royal Dutch Shell plc,
**to exchange for every New York Registry Share of Royal Dutch Petroleum Company one Class A American Depositary Share of Royal Dutch Shell plc**

**Introduction**

All Royal Dutch Shell ADSs will be issued in book-entry form as part of the direct registration system maintained by JPMorgan Chase Bank, N.A., as depositary, for the Royal Dutch Shell ADSs. Please consult Instruction 12 below for a description of the direct registration system and if you wish to receive certificates for your Royal Dutch Shell ADSs in certificated form.

The enclosed Letter of Transmittal is to be used either if (a) certificates for Royal Dutch NY Registry Shares (as defined below) are to be forwarded therewith, (b) if your Royal Dutch NY Registry Shares are held on the books of JPMorgan Chase Bank, as transfer agent, in book-entry form or (c) unless an Agent's Message (as defined in Instruction 2 below) is utilized, if delivery of Royal Dutch NY Registry Shares is to be made by book-entry transfer to an account maintained by the U.S. exchange agent at the book-entry transfer facility.

DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY DOES NOT CONSTITUTE DELIVERY TO THE U.S. EXCHANGE AGENT.

IF ANY OF THE CERTIFICATES REPRESENTING ROYAL DUTCH NY REGISTRY SHARES THAT YOU OWN HAVE BEEN LOST OR DESTROYED, SEE INSTRUCTION 11.

Holders whose certificates for Royal Dutch NY Registry Shares ("Royal Dutch NY Registry Share Certificates") are not immediately available or who cannot deliver either the certificates for, or a book-entry confirmation with respect to, their Royal Dutch NY Registry Shares, and all other documents required hereby to the U.S. exchange agent prior to the expiration date must tender their Royal Dutch NY Registry Shares in accordance with "THE OFFER — Guaranteed Delivery Procedures" in the Prospectus. See Instruction 13.

If one or more of the Offer conditions described in the Prospectus is not fulfilled, Royal Dutch Shell may, from time to time, and with the prior written consent of Royal Dutch and The "Shell" Transport and Trading Company, p.l.c., extend the period of time during which the Offer is open until all the conditions listed in the Prospectus have been satisfied or waived. If Royal Dutch Shell extends the period of time during which the Offer is open, the Offer will expire at the latest time and date to which Royal Dutch Shell extends the Offer.

You will have the right to withdraw tendered Royal Dutch NY Registry Shares prior to the expiration date of the Offer. Once the Offer has expired, you will not be able to withdraw any Royal Dutch NY Registry Shares, or any of Royal Dutch ordinary shares, that you have tendered. Royal Dutch Shell will not be able to determine if all the conditions to the scheme of arrangement have been satisfied or waived until the order sanctioning the scheme of arrangement has been registered by the Registrar of Companies of

England and Wales, which is expected to occur on July 20, 2005. Consequently, you will not be able to withdraw your tendered Royal Dutch NY Registry Shares during the period between the expiration date of

the Offer and the date of the registration of the order sanctioning the scheme of arrangement. Further, Royal Dutch Shell will not be obligated to accept tendered Royal Dutch NY Registry Shares unless the order has been registered by the Registrar of Companies of England and Wales.

Royal Dutch Shell may declare the Offer unconditional if all of the Offer conditions are satisfied or, if permitted, waived. If the Offer is declared unconditional, Royal Dutch Shell reserves the right to provide a subsequent offering period of up to 15 Euronext Amsterdam trading days, but in no event more than 20 U.S. business days, in length following the date the offer is declared unconditional. A subsequent offering period is an additional period of time, following the date the offer is declared unconditional, during which any holder of Royal Dutch NY Registry Shares may tender Royal Dutch NY Registry Shares not tendered in the Offer. A subsequent offering period is not an extension of the Offer, and Royal Dutch NY Registry Shares previously tendered and accepted for exchange in the Offer will not be subject to any further withdrawal rights during the subsequent offering period. During the subsequent offering period, tendering holders of Royal Dutch NY Registry Shares will not have withdrawal rights, and Royal Dutch Shell will promptly accept for exchange any Royal Dutch NY Registry Shares tendered during the subsequent offering period at the same exchange ratio as in the Offer.

If the number of Royal Dutch ordinary shares that have been validly tendered and not withdrawn represent at least 95% of the issued share capital of Royal Dutch that is outstanding, Royal Dutch Shell expects, but is not obligated, to initiate squeeze-out proceedings with a view to acquiring 100% of the outstanding share capital of Royal Dutch, in accordance with Article 2:92a of the Dutch Civil Code. To initiate squeeze-out proceedings, Royal Dutch Shell would have to issue a notice of summons in accordance with Dutch law. If Royal Dutch Shell is able to effectuate a squeeze-out, a Dutch court will determine the price paid for the Royal Dutch ordinary shares held by the minority Royal Dutch shareholders, and upon payment of such amount into a specified bank account (in accordance with the procedures prescribed by Dutch law), the Royal Dutch ordinary shares of the minority will transfer to Royal Dutch Shell by operation of law. The price determined by the Dutch court in squeeze-out proceedings may be higher or lower than the cash equivalent of the Royal Dutch Shell securities offered in exchange for the Royal Dutch ordinary shares.

All Royal Dutch Shell ADSs will be issued in “uncertificated/book-entry” form as direct registration securities. If you wish to receive the Royal Dutch Shell ADSs in certificated form, you will need, upon receipt of a statement from the U.S. exchange agent that Class A ADSs have been issued as “uncertificated/book-entry” form as direct registration securities, to instruct JPMorgan Chase Bank, N.A., as depositary, in accordance with the instructions contained in such statement to issue certificates for the Royal Dutch Shell ADSs

**INSTRUCTIONS**

**Forming Part of the Terms and Conditions of the Offer**

1. **Guarantee Of Signatures.** No signature guarantee is required on the Letter of Transmittal if (1) the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Instruction, includes any participant in the book-entry transfer facility's systems whose name appears on a security position listing as the owner of such Royal Dutch NY Registry Shares) of Royal Dutch NY Registry Shares tendered therewith and such registered holder has not completed the box entitled "Special Issuance Instructions" on the Letter of Transmittal or (2) such Royal Dutch NY Registry Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program (such participant, an "eligible institution"). In all other cases, all signatures on the Letter of Transmittal must be guaranteed by an eligible institution. See Instruction 5.

2. **Requirements Of Tender.** The Letter of Transmittal is to be completed by stockholders either (a) if Royal Dutch NY Registry Share Certificates are to be forwarded therewith or (b) unless an Agent's Message (as defined below) is utilized, if delivery of Royal Dutch NY Registry Shares is to be made pursuant to the procedures for book-entry transfer set forth in "THE OFFER — Acceptance and Delivery of Securities" of the Prospectus. For a holder validly to tender Royal Dutch NY Registry Shares pursuant to the Offer, either (1) on or prior to the expiration date, (a) Royal Dutch NY Registry Share Certificates representing tendered Royal Dutch NY Registry Shares must be received by the U.S. exchange agent at one of its addresses set forth herein, or such Royal Dutch NY Registry Shares must be tendered pursuant to the book-entry transfer procedures set forth in "THE OFFER — Acceptance and Delivery of Securities" and a book-entry confirmation must be received by the U.S. exchange agent, (b) the Letter of Transmittal (or a facsimile hereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in connection with a book-entry transfer of Royal Dutch NY Registry Shares, must be received by the U.S. exchange agent at one of such addresses and (c) any other documents required by the Letter of Transmittal must be received by the U.S. exchange agent at one of such addresses or (2) the tendering stockholder must comply with "THE OFFER — Guaranteed Delivery Procedures" in the Prospectus.

"Agent's Message" means a message transmitted by the book-entry transfer facility to, and received by, the U.S. exchange agent and forming a part of a book-entry confirmation, that states that the book-entry transfer facility has received an express acknowledgment from the participant in the book-entry transfer facility tendering the Royal Dutch NY Registry Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Royal Dutch Shell may enforce such agreement against such participant.

THE METHOD OF DELIVERY OF ROYAL DUTCH NY REGISTRY SHARE CERTIFICATES, THE LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH THE BOOK-ENTRY TRANSFER FACILITY, IS AT THE ELECTION AND SOLE RISK OF THE TENDERING STOCKHOLDER. ROYAL DUTCH NY REGISTRY SHARES WILL BE DEEMED DELIVERED ONLY WHEN ACTUALLY RECEIVED BY THE U.S. EXCHANGE AGENT (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF DELIVERY IS BY MAIL, REGISTERED MAIL, WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

All questions as to validity, form and eligibility of any Royal Dutch NY Registry Share Certificate delivered hereunder will be determined by Royal Dutch Shell, in its sole discretion, and such determination shall be final and binding. Royal Dutch Shell reserves the right to waive any irregularities or defects in the surrender of any Royal Dutch NY Registry Shares evidenced by Royal Dutch NY Registry Share Certificate(s). A surrender of Royal Dutch NY Registry Shares will not be deemed to have been made until all irregularities have been cured or waived.

No alternative, conditional or contingent tenders will be accepted and no fractional Royal Dutch NY Registry Shares will be exchanged. All tendering holders, by execution of the Letter of Transmittal (or a facsimile thereof), waive any right to receive any notice of the acceptance of their Royal Dutch NY Registry Shares for exchange. You will not receive the Royal Dutch Shell ADSs until the Royal Dutch NY Registry Share Certificate(s) evidencing the Royal Dutch NY Registry Shares owned by you are received by the U.S. exchange agent at the applicable address set forth above, together with such additional documents as the U.S. exchange agent or Royal Dutch Shell may require, and until the same are processed and exchanged by the U.S. exchange agent and accepted for exchange by Royal Dutch Shell.

3. **Inadequate Space.** If the space provided on the Letter of Transmittal is inadequate, the certificate numbers and/or the number of Royal Dutch NY Registry Shares should be listed on a separate schedule attached thereto.

4. **Partial Tenders (Not Applicable To Stockholders Who Tender By book-entry transfer).** If fewer than all the Royal Dutch NY Registry Shares evidenced by any certificate submitted are to be tendered, fill in the number of Royal Dutch NY Registry Shares that are to be tendered in the box entitled "Number of Shares Tendered". In any such case, new certificate(s) for the remainder of the Royal Dutch NY Registry Shares that were evidenced by the old certificate(s) will be sent to the registered holder as soon as practicable after the acceptance for payment of, and payment for, the Royal Dutch NY Registry Shares tendered therewith. All Royal Dutch NY Registry Shares represented by certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated. In the event the Offer is abandoned prior to completion by Royal Dutch Shell pursuant to the terms and conditions set forth in the Prospectus, the U.S. exchange agent shall promptly return the Royal Dutch NY Registry Certificate(s) tendered therewith to the registered holder.

5. **Signatures On Letter Of Transmittal, Stock Powers And Endorsements.** If the Letter of Transmittal is signed by the registered holder of the Royal Dutch NY Registry Shares tendered hereby, the signature must correspond with the name as written on the face of the certificate(s) without any change whatsoever.

If any of the Royal Dutch NY Registry Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign the Letter of Transmittal.

If any tendered Royal Dutch NY Registry Shares are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If the Letter of Transmittal or any certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Royal Dutch Shell of their authority so to act must be submitted.

When the Letter of Transmittal is signed by the registered holder(s) of the Royal Dutch NY Registry Shares listed and transmitted thereby, no endorsements of certificates or separate stock powers are required thereon with respect to such Royal Dutch NY Registry Shares unless certificates for Royal Dutch NY Registry Shares not tendered or accepted for exchange are to be issued to, a person other than the registered holder(s). Signatures on such certificates or stock powers must be guaranteed by an eligible institution.

If the certificates for Royal Dutch NY Registry Shares are registered in the name of a person other than the signer of the Letter of Transmittal, or if certificates for Royal Dutch NY Registry Shares not tendered or not accepted for exchange are to be returned to a person other than the registered holder of the certificates surrendered, the tendered certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered holder or holders appear on the certificates, with the signatures on the certificates or stock powers guaranteed as aforesaid. See Instruction 1.

6. **Stock Transfer Taxes.** It is not anticipated that any transfer taxes will be payable in connection with the issuance of Royal Dutch Shell ADSs in exchange for Royal Dutch NY Registry Shares evidenced by

certificate(s). If, however, Royal Dutch Shell ADSs are to be issued to a person other than the registered holder of the Royal Dutch NY Registry Shares evidenced by certificate(s), the person signing in the Letter of Transmittal will need to (i) pay to the U.S. exchange agent any transfer or other taxes required by reason of the issuance and delivery of Royal Dutch Shell ADSs to a person other than the registered holder of the Royal Dutch NY Registry Shares evidenced by certificate(s), or (ii) establish, to the satisfaction of the U.S. exchange agent, that such taxes have been paid or not applicable.

7. **Special Delivery Instructions.** If Royal Dutch Shell ADSs are to be issued in the name of the registered holder of the Royal Dutch NY Registry Shares evidenced by certificate(s) tendered with the Letter of Transmittal but statements in respect of such Royal Dutch Shell ADSs are to be mailed to an address different from the address set forth above, the "Special Delivery Instructions" box must be completed.

8. **Special Issuance Instructions.** If Royal Dutch Shell ADSs are to be issued in the name(s) of (a) person(s) other than the registered holder(s) of the Royal Dutch NY Registry Shares evidenced by certificate(s) tendered with the Letter of Transmittal, the "Special Issuance Instructions" box must be duly completed, certificate(s) must be properly endorsed or be accompanied by an appropriate instrument(s) of transfer, properly executed by the registered holder(s), or the signature(s) to the endorsement or on the instrument of transfer must be guaranteed in the "Guarantee of Signature(s)" section of the Letter of Transmittal by an eligible institution that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc.

9. **Waiver Of Conditions.** The following conditions, as set forth in "THE OFFER — Conditions to the Offer" in the Prospectus may not be waived: (i) prior to the expiration date of the offer, no notification shall have been received from the Dutch Authority for the Financial Markets that the offer has been made in conflict with Chapter IIA of the 1995 Securities Act in which case the admitted institutions of Euronext Amsterdam pursuant to section 32a of the 1995 Securities Decree would not be allowed to co-operate with the execution and settlement of the offer; (ii) the U.S. registration statements relating to Class A Shares and Royal Dutch Shell ADSs shall have become effective in accordance with the provisions of the Securities Act, no stop order suspending the effectiveness of those registration statements shall have been issued by the SEC and no proceedings for that purpose shall have been initiated or threatened by the SEC and not concluded or withdrawn; and (iii) registration of the order sanctioning the Scheme of Arrangement by the Registrar of Companies in England and Wales. Subject to the requirements of Dutch tender offer regulations and U.S. federal securities laws and the written consent of Royal Dutch and The 'Shell" Transport and Trading Company, p.l.c., Royal Dutch Shell reserves the right, at any time, and from time to time, to waive any of the other conditions to the Offer in any respect, by giving oral or written notice of the waiver to the Dutch exchange agent and the U.S. exchange agent and by making a public announcement.

10. **Requests For Assistance Or Additional Copies.** Questions and requests for assistance may be directed to Georgeson Shareholder Services Inc. (the "Information Agent") or to Citibank Global Market Inc. and Rothschild Inc (the "Dealer Managers") at their respective addresses listed below. Additional copies of the Prospectus, the Letter of Transmittal, the Notice of Guaranteed Delivery and the Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 may be obtained from the Information Agent or from brokers, dealers, banks, trust companies or other nominees.

11. **Lost, Destroyed Or Stolen Certificates.** If any certificate representing Royal Dutch NY Registry Shares has been lost, destroyed or stolen, the stockholder should promptly notify the transfer agent for the Royal Dutch NY Registry Shares, JPMorgan Chase Bank, at 1-888-444-6789. The holder will then be instructed as to the steps that must be taken in order to replace the certificate. The Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed certificates have been followed.

12. **Direct Registration System.** All Royal Dutch Shell ADSs will be issued to you in uncertificated, book-entry form as direct registration securities in your name (or your nominee's name). As a holder of such securities, you will receive periodic statements issued by JPMorgan Chase Bank, N.A., in its capacity as depositary reflecting the number of Royal Dutch Shell ADSs you own, rather than physical certificates evidencing Royal Dutch Shell ADSs. If, instead of direct registration securities, you wish to receive

certificated Royal Dutch Shell ADSs, you will need, upon receipt of a statement from the U.S. exchange agent that Royal Dutch Shell ADSs have been issued as "uncertificated/book-entry" form as direct registration securities, to instruct JPMorgan Chase Bank, N.A., as depositary, in accordance with the instructions contained in such statement to issue certificates for the Royal Dutch Shell ADSs.

13. **Guaranteed Delivery Procedures.** The U.S. exchange agent has established procedures (the "Guaranteed Delivery Procedures") pursuant to which Royal Dutch NY Registry Shares may be tendered to the U.S. exchange agent prior to the expiration date for the Offer in cases where Royal Dutch NY Registry Share Certificate(s) are not immediately available and all required documents cannot immediately be delivered to the U.S. exchange agent. As part of the Guaranteed Delivery Procedures, the U.S. exchange agent will require such holders to deliver, prior to the expiration date, a Notice of Guaranteed Delivery, substantially in the form made available by the U.S. exchange agent, guaranteed by an eligible institution, to the U.S. exchange agent and validly tender the Royal Dutch NY Registry Shares to the U.S. exchange agent within three (3) NYSE trading days after the date of delivery of the Notice of Guaranteed Delivery to the U.S. exchange agent.

14. **Procedures for Withdrawal.** Tendering holders of Royal Dutch NY Registry Shares evidenced by Royal Dutch NY Registry Share Certificates may withdraw all or part of the Royal Dutch NY Registry Shares tendered by delivering a properly completed and duly executed notice of withdrawal to the U. S. exchange agent, at the applicable address set forth above, prior to the expiration date.

IMPORTANT: IN ORDER FOR ROYAL DUTCH NY REGISTRY SHARES TO BE VALIDLY TENDERED PURSUANT TO THE OFFER, (1) ON OR PRIOR TO THE EXPIRATION DATE (A) THE LETTER OF TRANSMITTAL (OR A FACSIMILE HEREOF), PROPERLY COMPLETED AND DULY EXECUTED, TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES, MUST BE RECEIVED BY THE U.S. EXCHANGE AGENT, OR IN THE CASE OF A BOOK-ENTRY TRANSFER OF ROYAL DUTCH NY REGISTRY SHARES, AN AGENT'S MESSAGE MUST BE RECEIVED BY THE U.S. EXCHANGE AGENT, (B) ANY OTHER DOCUMENTS REQUIRED BY THE LETTER OF TRANSMITTAL MUST BE RECEIVED BY THE U.S. EXCHANGE AGENT AND (C) EITHER ROYAL DUTCH NY REGISTRY SHARE CERTIFICATES REPRESENTING TENDERED ROYAL DUTCH NY REGISTRY SHARES MUST BE RECEIVED BY THE U.S. EXCHANGE AGENT OR SUCH ROYAL DUTCH NY REGISTRY SHARES MUST BE DELIVERED PURSUANT TO THE PROCEDURES FOR BOOK-ENTRY TRANSFER AND A BOOK-ENTRY CONFIRMATION MUST BE RECEIVED BY THE U.S. EXCHANGE AGENT, OR (2) THE TENDERING STOCKHOLDER MUST COMPLY WITH THE PROCEDURES FOR GUARANTEED DELIVERY.

***The U.S. Exchange Agent for the Offer is:***

**JPMorgan Chase Bank, N.A.**

*By Mail:*
JPMorgan Chase Bank, N.A.
Attn: Equiserve Corporate Reorganization
P.O. Box 859208
Braintree, MA 02185-9208

*By Hand or Overnight Delivery:*
JPMorgan Chase Bank, N.A.
Attn: Equiserve Corporate Reorganization
161 Bay State Road
Braintree, MA 02184

*By Facsimile Transmission:*

(For Eligible Institutions Only)
1(781) 380-3388

*Confirmation Receipt of Facsimile by Telephone Only:*

1(781) 843-1833 ext 200

Questions and requests for assistance may be directed to the Information Agent or the Dealer Manager at their respective addresses set forth below. Additional copies of the Prospectus, the Letter of Transmittal and the Notice of Guaranteed Delivery may be obtained from the Dealer Manager or the Information Agent. You may also contact your broker, dealer, bank, trust company or other nominee for assistance concerning the Offer.

*The Information Agent for the Offer is:*

**([] LOGO)**

Georgeson Shareholder Communications Inc.

17 State Street
10th Floor
New York, NY 10004
U.S. Toll-Free No:1-877-278-6357
E-mails:shellinfo@gscorp.com

All Others Please Call Toll-free:

1(877) 278-4235

*The Dealer Managers for the Offer are:*

## Citibank Global Markets Inc.

388 Greenwich Street
New York, New York 10013
USA
Tel: 1(800) 853-6881

## Rothschild Inc.

1251 Avenue of the Americas
New York, New York 10020
USA
Tel: 1(800) 753-5151

**Exhibit 99.2**

# NOTICE OF GUARANTEED DELIVERY

**for**
**Tender of New York Registry Shares**
**of**
## Royal Dutch Petroleum Company
## (N.V. Koninklijke Nederlandsche Petroleum Maatschappij)
**in exchange for**
**Class A American Depositary Shares**
**of**
## Royal Dutch Shell plc

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JULY 18, 2005, UNLESS THE OFFER IS EXTENDED.**

As set forth in the Prospectus (as defined below) under "THE OFFER — Guaranteed Delivery Procedures", this form or one substantially equivalent hereto must be used to accept the offer if (i) certificates representing Royal Dutch ordinary shares in New York registry form ("Royal Dutch NY Registry Shares"), of Royal Dutch Petroleum Company, a company organized under the laws of The Netherlands ("Royal Dutch"), are not immediately available (ii) the procedures for book-entry transfer for all required documents cannot be completed on a timely basis or (iii) time will not permit all required documents to reach JPMorgan Chase Bank, N.A., as the U.S. exchange agent, prior to the expiration date of the offer. This form may be delivered by hand to the U.S. exchange agent or transmitted by telegram, facsimile transmission or mailed to the U.S. exchange agent and must include a guarantee by an "eligible institution" (as defined in "THE OFFER — Guaranteed Delivery Procedures" in the Prospectus). See "THE OFFER — Guaranteed Delivery Procedures" in the Prospectus.

*The Depositary for the Offer is:*

**JPMorgan Chase Bank, N.A.**

*By Mail:*
JPMorgan Chase Bank, N.A.
Attn: Equiserve Corporate Reorganization
P.O. Box 859208
Braintree, MA 02185-9208

*By Hand or Overnight Delivery:*
JPMorgan Chase Bank, N.A.
Attn: Equiserve Corporate Reorganization
161 Bay State Road
Braintree, MA 02184

*By Facsimile Transmission:*

(For Eligible Institutions Only)
1 (781) 380-3388
*Confirmation Receipt of Facsimile by Telephone Only:*
1 (781) 843-1833 ext 200

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE NUMBER, OTHER THAN AS SET FORTH ABOVE, DOES NOT CONSTITUTE A VALID DELIVERY.

THIS FORM IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.

Ladies and Gentlemen:

The undersigned hereby tenders to Royal Dutch Shell plc, a company incorporated in England and Wales, upon the terms and subject to the conditions set forth in the Prospectus dated May [l], 2005 (the "Prospectus") and in the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer"), receipt of which is hereby acknowledged, the number of Royal Dutch NY Registry Shares set forth below, all pursuant to "THE OFFER — Guaranteed Delivery Procedures" of the Prospectus.

Name(s) of Record Holder(s)

Please Print

Address(es)

Zip Code

Daytime Area Code and Tel. No.

Signature

Number of Royal Dutch NY Registry Shares

Certificate Nos. (if available)

(Check box if Royal Dutch NY Registry Shares will be tendered by book-entry transfer)

o The Depository Trust Company Account Number at Book Entry Transfer Facility

Date: _____

**GUARANTEE**

**(Not to be used for signature guarantee)**

The undersigned, a firm that is a participant in a Medallion Program approved by the Securities Transfer Association, Inc., hereby guarantees to deliver to the U.S. exchange agent either the certificates representing the Royal Dutch NY Registry Shares tendered hereby, in proper form for transfer, or a book-entry confirmation with respect to such Royal Dutch NY Registry Shares, in any such case together with a Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an agent's message and any other required documents, within three New York Stock Exchange trading days after the date hereof.

The eligible institution that completes this form must communicate the guarantee to the U.S. exchange agent and must deliver the Letter of Transmittal and certificates for Royal Dutch NY Registry Shares to the U.S. exchange agent within the time period shown herein. Failure to do so could result in a financial loss to such eligible institution.

Name of Firm

_____

Address:

_____

_____

_____

Zip Code

Telephone Number (  )

_____

Authorized Signature

_____

Please Type or Print Name

_____

Title

_____

Dated:

_____

NOTE: DO NOT SEND CERTIFICATES FOR ROYAL DUTCH NY REGISTRY SHARES WITH THIS NOTICE. CERTIFICATES FOR ROYAL DUTCH NY REGISTRY SHARES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

**Exhibit 99.3**

# OFFER TO EXCHANGE

## All Outstanding New York Registry Shares
## of
## Royal Dutch Petroleum Company
## (N.V. Koninklijke Nederlandsche Petroleum Maatschappij)
## for
## Class A American Depositary Shares
## of
## Royal Dutch Shell plc

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JULY 18, 2005, UNLESS THE OFFER IS EXTENDED.**

May [l], 2005

To Brokers, Dealers, Banks, Trust Companies and other Nominees:

Royal Dutch Shell plc, a company incorporated in England and Wales ("Royal Dutch Shell"), is making an offer to exchange, for every Royal Dutch ordinary share in New York registry form of Royal Dutch Petroleum Company (N.V. Koninklijke Nederlandsche Petroleum Maatschappij), a company organized under the laws of The Netherlands ("Royal Dutch"), one Class A American Depositary Share of Royal Dutch Shell, upon the terms and subject to the conditions set forth in the prospectus, dated May [l], 2005 (the "Prospectus"), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, constitute the "Offer").

If a stockholder desires to tender Royal Dutch ordinary shares in New York registry form ("Royal Dutch NY Registry Shares") pursuant to the Offer and such stockholder's certificates representing Royal Dutch NY Registry Shares ("Royal Dutch NY Share Certificates") are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the U.S. exchange agent prior to the expiration date, such Royal Dutch NY Registry Shares may nevertheless be tendered according to "THE OFFER — Guaranteed Delivery Procedures" of the Prospectus. See Instruction 13 of the Letter of Transmittal. Delivery of documents to the book-entry transfer facility in accordance with the book-entry transfer facility's procedures does not constitute delivery to the U.S. exchange agent.

The Offer is dependent upon certain conditions being satisfied or waived upon the terms set forth in the Prospectus. See "THE OFFER — Conditions to the Offer" in the Prospectus.

If one or more of the Offer conditions described in the Prospectus is not fulfilled, Royal Dutch Shell may, from time to time, and with the prior written consent of Royal Dutch and The "Shell" Transport and Trading Company, p.l.c., extend the period of time during which the Offer is open until all the conditions listed in the Prospectus have been satisfied or waived. If Royal Dutch Shell extends the period of time during which the Offer is open, the Offer will expire at the latest time and date to which Royal Dutch Shell extends the Offer.

Royal Dutch Shell may declare the Offer unconditional if all of the Offer conditions are satisfied or, if permitted, waived. If the Offer is declared unconditional, Royal Dutch Shell reserves the right to provide a subsequent offering period of up to 15 Euronext Amsterdam trading days, but in no event more than 20 U.S. business days, in length following the date the offer is declared unconditional. A subsequent offering period is an additional period of time, following the date the offer is declared unconditional, during which any holder of Royal Dutch NY Registry Shares may tender Royal Dutch NY Registry Shares not tendered in the Offer. A subsequent offering period is not an extension of the Offer, and Royal Dutch NY Registry Shares previously tendered and accepted for exchange in the Offer will not be subject to any further withdrawal

rights during the subsequent offering period. During the subsequent offering period, tendering holders of Royal Dutch NY Registry Shares will not have withdrawal rights, and Royal Dutch Shell will promptly accept for exchange any Royal Dutch NY Registry Shares tendered during the subsequent offering period at the same exchange ratio as in the Offer.

Please furnish copies of the enclosed materials to those of your clients for whom you hold Royal Dutch NY Registry Shares registered in your name or in the name of your nominee.

Enclosed herewith are copies of the following documents:

1. The Prospectus dated May [l], 2005;

2. Letter of Transmittal to be used by stockholders of Royal Dutch in accepting the Offer (facsimile copies of the Letter of Transmittal with original signatures and all required signature guarantees may be used to tender the Royal Dutch NY Registry Shares);

3. A printed form of letter that may be sent to your clients for whose account you hold Royal Dutch NY Registry Shares in your name or in the name of a nominee, with space provided for obtaining such client's instructions with regard to the Offer;

4. Notice of Guaranteed Delivery to be used to accept the Offer if Royal Dutch NY Share Certificates are not immediately available or if the procedures for book-entry transfer cannot be completed on a timely basis or if time will not permit all required documents to reach the U.S. exchange agent by the expiration date.

5. Return envelope addressed to JPMorgan Chase Bank, N.A., as U.S. exchange agent.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JULY 18, 2005, UNLESS THE OFFER IS EXTENDED.

JPMorgan Chase Bank, N.A. has been appointed as U.S. exchange agent by Royal Dutch Shell for the Offer. Georgeson Shareholder Services Inc. has been appointed as Information Agent by Royal Dutch Shell for the Offer in the United States. Citibank Global Markets Inc. and Rothschild Inc. have been appointed as Dealer Managers by Royal Dutch Shell for the Offer in the United States. Any questions you may have with respect to the ways in which Royal Dutch NY Registry Shares may be tendered in the Offer to the U.S. exchange agent should be directed to the Information Agent at 1-877-278-6357.

For every 1 Royal Dutch NY Registry Share the holder validly tenders, he/ she will receive 1 Class A American Depositary Share of Royal Dutch Shell.

To exchange his/her Royal Dutch NY Registry Shares, the holder must deliver the Letter of Transmittal, properly completed and duly executed, with signature guarantees by an eligible institution, such as a commercial bank, trust company, securities broker/dealer, credit union, or savings association participating in a Medallion Program approved by the Securities Transfer Association, Inc., if applicable, together with his/her Royal Dutch NY Registry Share Certificate(s), to JPMorgan Chase Bank, N.A., in its capacity as U.S. exchange agent.

If the holder holds Royal Dutch NY Registry Shares through The Depository Trust Company ("DTC") and he/she wishes to tender Royal Dutch NY Registry Shares in the Offer, he/she will need to (i) send an Agent's Message to the U.S. exchange agent, and (ii) transfer the Royal Dutch NY Registry Shares being tendered by book-entry transfer in DTC to the U.S. exchange agent in accordance with the instructions set forth in the Prospectus. See "THE OFFER — Procedures for Tendering — *Holders of Royal Dutch Ordinary Shares in New York Registry Form*" in the Prospectus.

Notwithstanding any other provision of the Offer, delivery of Class A American Depositary Shares of Royal Dutch Shell ("Royal Dutch Shell ADSs") in exchange for Royal Dutch NY Registry Shares accepted for exchange pursuant to the Offer will in all cases be made only after timely receipt (i) by the U.S. exchange agent of confirmation from Royal Dutch Shell of acceptance of such Royal Dutch NY Registry Shares in the Offer, (ii) by the depositary for the Royal Dutch Shell ADSs of the applicable number of

Class A Shares of Royal Dutch Shell for the issuance of Royal Dutch Shell ADSs, in each case, pursuant to the procedures set forth in "THE OFFER — Acceptance and Delivery of Securities" of the Prospectus. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE EXCHANGE OF Royal Dutch NY REGISTRY SHARES, REGARDLESS OF ANY DELAY IN MAKING THE EXCHANGE OR ANY EXTENSION OF THE OFFER.

If the number of Royal Dutch ordinary shares that have been validly tendered and not withdrawn represent at least 95% of the issued share capital of Royal Dutch that is outstanding, Royal Dutch Shell expects, but is not obligated, to initiate squeeze-out proceedings with a view to acquiring 100% of the outstanding share capital of Royal Dutch, in accordance with Article 2:92a of the Dutch Civil Code. To initiate squeeze-out proceedings, Royal Dutch Shell would have to issue a notice of summons in accordance with Dutch law. If Royal Dutch Shell is able to effectuate a squeeze-out, a Dutch court will determine the price paid for the Royal Dutch ordinary shares held by the minority Royal Dutch shareholders, and upon payment of such amount into a specified bank account (in accordance with the procedures prescribed by Dutch law), the Royal Dutch ordinary shares of the minority will transfer to Royal Dutch Shell by operation of law. The price determined by the Dutch court in squeeze-out proceedings may be higher or lower than the cash equivalent of the Royal Dutch Shell securities offered in exchange for the Royal Dutch ordinary shares.

If holders of Royal Dutch NY Registry Shares wish to tender, but it is impracticable for them to forward their certificates or other required documents prior to the expiration of the Offer, a tender may be effected by following "THE OFFER — Guaranteed Delivery Procedures" in the Prospectus.

Questions and requests for additional copies of the enclosed material may be directed to the Information Agent at its address and telephone numbers set forth on the [back cover] of the enclosed Prospectus.

Very truly yours,

[ ]

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER PERSON THE AGENT OF ROYAL DUTCH SHELL, ROYAL DUTCH, THE U.S. EXCHANGE AGENT, THE DEPOSITARY, THE INFORMATION AGENT, THE DEALER MANAGERS OR ANY AFFILIATE THEREOF OR AUTHORIZE YOU OR ANY OTHER PERSON TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF ANY OF THEM WITH RESPECT TO THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED AND THE STATEMENTS CONTAINED THEREIN.

**Exhibit 99.4**

# OFFER TO EXCHANGE

## All Outstanding New York Registry Shares
## of
## Royal Dutch Petroleum Company
## (N.V. Koninklijke Nederlandsche Petroleum Maatschappij)
## for
## Class A American Depositary Shares
## of
## Royal Dutch Shell plc

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JULY 18, 2005, UNLESS THE OFFER IS EXTENDED.**

May [l], 2005

To Our Clients:

Enclosed for your consideration is the Prospectus dated May [l], 2005 (the "Prospectus"), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the "Offer") relating to the Offer by Royal Dutch Shell plc, a company incorporated in England and Wales ("Royal Dutch Shell"), to exchange for every Royal Dutch ordinary share in New York registry form of Royal Dutch Petroleum Company (N.V. Koninklijke Nederlandsche Petroleum Maatschappij), a company organized under the laws of The Netherlands ("Royal Dutch"), one Class A American Depositary Share of Royal Dutch Shell, upon the terms and subject to the conditions set forth in the Prospectus and the related Letter of Transmittal.

If a stockholder desires to tender Royal Dutch ordinary shares in New York registry form ("Royal Dutch NY Registry Shares") pursuant to the Offer and such stockholder's certificates representing Royal Dutch NY Registry Shares ("Royal Dutch NY Share Certificates") are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the U.S. exchange agent prior to the expiration date, such Royal Dutch NY Registry Shares may nevertheless be tendered according to "THE OFFER — Guaranteed Delivery Procedures" in the Prospectus. See Instruction 13 of the Letter of Transmittal. Delivery of documents to the book-entry transfer facility in accordance with the book-entry transfer facility's procedures does not constitute delivery to the U.S. exchange agent.

WE (OR OUR NOMINEES) ARE THE HOLDER OF RECORD OF ROYAL DUTCH NY REGISTRY SHARES HELD BY US FOR YOUR ACCOUNT. A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED TO TENDER ROYAL DUTCH NY REGISTRY SHARES HELD BY US FOR YOUR ACCOUNT.

We request instructions as to whether you wish to tender any of or all the Royal Dutch NY Registry Shares held by us for your account pursuant to the terms and conditions set forth in the Offer.

Your attention is directed to the following:

1. The Offer is being made in the United States for all issued and outstanding Royal Dutch NY Registry Shares. If you tender your Royal Dutch NY Registry Shares in the Offer, you will receive 1 Class A American Depositary Share of Royal Dutch Shell ("Royal Dutch Shell ADS") for every Royal Dutch NY Registry Share validly tendered.

2. THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON JULY 18, 2005 (THE "EXPIRATION DATE"), UNLESS AND UNTIL THE EXCHANGE OFFER IS EXTENDED, IN WHICH EVENT THE TERM "EXPIRATION DATE" SHALL MEAN THE LATEST TIME AND DATE AT WHICH THE OFFER, AS SO EXTENDED, WILL EXPIRE.

3. The Offer is conditioned upon satisfaction or waiver of the conditions set forth in the Prospectus under “THE OFFER — Conditions to the Offer”.

If one or more of the Offer conditions described in the Prospectus is not fulfilled, Royal Dutch Shell may, from time to time, and with the prior written consent of Royal Dutch and The “Shell” Transport and Trading Company, p.l.c., extend the period of time during which the Offer is open until all the conditions listed in the Prospectus have been satisfied or waived. If Royal Dutch Shell extends the period of time during which the Offer is open, the Offer will expire at the latest time and date to which Royal Dutch Shell extends the Offer.

You will have the right to withdraw tendered Royal Dutch NY Registry Shares prior to the expiration date of the Offer. Once the Offer has expired, you will not be able to withdraw any Royal Dutch NY Registry Shares, or any other Royal Dutch ordinary shares, that you have tendered. You should be aware that Royal Dutch Shell will not be able to determine if all the conditions to the scheme of arrangement have been satisfied or waived until the order sanctioning the scheme of arrangement has been registered by the Registrar of Companies of England and Wales, which is expected to occur on July 20, 2005. Consequently, you will not be able to withdraw your tendered Royal Dutch NY Registry Shares during the period between the expiration date of the Offer and the date of the registration of the order sanctioning the scheme of arrangement. Further, Royal Dutch Shell will not be obligated to accept tendered Royal Dutch NY Registry Shares unless the order has been registered by the Registrar of Companies of England and Wales.

Royal Dutch Shell may declare the Offer unconditional if all of the Offer conditions are satisfied or, if permitted, waived. If the Offer is declared unconditional, Royal Dutch Shell reserves the right to provide a subsequent offering period of up to 15 Euronext Amsterdam trading days, but in no event more than 20 U.S. business days, in length following the date the offer is declared unconditional. A subsequent offering period is an additional period of time, following the date the offer is declared unconditional, during which any holder of Royal Dutch NY Registry Shares may tender Royal Dutch NY Registry Shares not tendered in the Offer. A subsequent offering period is not an extension of the Offer, and Royal Dutch NY Registry Shares previously tendered and accepted for exchange in the Offer will not be subject to any further withdrawal rights during the subsequent offering period. During the subsequent offering period, tendering holders of Royal Dutch NY Registry Shares will not have withdrawal rights, and Royal Dutch Shell will promptly accept for exchange any Royal Dutch NY Registry Shares tendered during the subsequent offering period at the same exchange ratio as in the Offer.

If you wish to have us tender any of or all the Royal Dutch NY Registry Shares held by us for your account, please so instruct us by completing, executing, detaching and returning to us the instruction form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize the tender of your Royal Dutch NY Registry Shares, all such shares will be tendered unless otherwise specified on the final page hereof. YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF PRIOR TO THE EXPIRATION DATE.

To exchange his/her Royal Dutch NY Registry Shares, the holder must deliver the Letter of Transmittal, properly completed and duly executed, with signature guarantees by an eligible institution, such as a commercial bank, trust company, securities broker/dealer, credit union, or savings association participating in a Medallion Program approved by the Securities Transfer Association, Inc., if applicable, together with his/her Royal Dutch NY Registry Share Certificate(s), to JPMorgan Chase Bank, in its capacity as U.S. exchange agent.

If the holder holds Royal Dutch NY Registry Shares through The Depository Trust Company (“DTC”) and he/she wishes to tender Royal Dutch NY Registry Shares in the Offer, he/she will need to (i) send an Agent’s Message to the U.S. exchange agent, and (ii) transfer the Royal Dutch NY Registry Shares being tendered by book-entry transfer in DTC to the U.S. exchange agent in accordance with the instructions set forth in the Prospectus. See “THE OFFER — Procedures for Tendering — *Holders of Royal Dutch Ordinary Shares in New York Registry Form*” in the Prospectus.

Notwithstanding any other provision of the Offer, delivery of Royal Dutch Shell ADSs in exchange for Royal Dutch NY Registry Shares accepted for exchange pursuant to the Offer will in all cases be made only after timely receipt (i) by the U.S. exchange agent of confirmation from Royal Dutch Shell of acceptance of such Royal Dutch NY Registry Shares in the Offer, (ii) by the depositary for the Royal Dutch Shell ADSs of the applicable number of Class A Shares of Royal Dutch Shell for the issuance of Royal Dutch Shell ADSs,

in each case, pursuant to the procedures set forth in "THE OFFER — Acceptance and Delivery of Securities" of the Prospectus. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID ON THE EXCHANGE OF ROYAL DUTCH NY REGISTRY SHARES, REGARDLESS OF ANY DELAY IN MAKING THE EXCHANGE OR ANY EXTENSION OF THE OFFER.

If the number of Royal Dutch ordinary shares that have been validly tendered and not withdrawn represent at least 95% of the issued share capital of Royal Dutch that is outstanding, as defined under Dutch law), Royal Dutch Shell expects, but is not obligated, to initiate squeeze-out proceedings with a view to acquiring 100% of the outstanding share capital of Royal Dutch, in accordance with Article 2:92a of the Dutch Civil Code. To initiate squeeze-out proceedings, Royal Dutch Shell would have to issue a notice of summons in accordance with Dutch law. If Royal Dutch Shell is able to effectuate a squeeze-out, a Dutch court will determine the price paid for the Royal Dutch ordinary shares held by the minority Royal Dutch shareholders, and upon payment of such amount into a specified bank account (in accordance with the procedures prescribed by Dutch law), the Royal Dutch ordinary shares of the minority will transfer to Royal Dutch Shell by operation of law. The price determined by the Dutch court in squeeze-out proceedings may be higher or lower than the cash equivalent of the Royal Dutch Shell securities offered in exchange for the Royal Dutch ordinary shares.

**Instructions with Respect to the Offer To Exchange**

**All Outstanding New York Registry Shares**
**of**
**Royal Dutch Petroleum Company**
**(N.V. Koninklijke Nederlandsche Petroleum Maatschappij)**
**for**
**Class A American Depositary Shares**
**of**
**Royal Dutch Shell plc**

The undersigned acknowledge(s) receipt of your letter, the Prospectus, dated May [l], 2005 (the "Prospectus"), and the related Letter of Transmittal in connection with the offer by Royal Dutch Shell plc, a company incorporated in England and Wales ("Royal Dutch Shell") to exchange for every ordinary share in New York registry form ("Royal Dutch NY Registry Share") of Royal Dutch Petroleum Company (N.V. Koninklijke Nederlandsche Petroleum Maatschappij), a company organized under the laws of The Netherlands ("Royal Dutch"), one Class A American Depositary Share of Royal Dutch Shell ("Royal Dutch Shell ADS").

This will instruct you to tender the number of Royal Dutch NY Registry Shares indicated below held by you for the account of the undersigned, on the terms and subject to the conditions set forth in the Prospectus and related Letter of Transmittal.

Number of Shares to be Tendered:

_____ Shares*

**SIGN HERE**

Signature(s)

_____

Please Type or Print Name(s)

_____

_____

Type or Print Address(es)

_____

_____

Area Code and Telephone No.

_____

Taxpayer Identification No.

_____

Dated: _____

_____

* Unless otherwise indicated, it will be assumed that all your Royal Dutch NY Registry Shares are to be tendered.

**EXHIBIT 99.5**

# FORM OF

# ACCEPTANCE FORM
# and
# DEED OF TRANSFER OF ROYAL DUTCH HAGUE REGISTERED SHARES

**PLEASE NOTE THE FOLLOWING:**

Before deciding what course of action to take, US resident holders of Royal Dutch Hague Registered Shares should carefully review the US Prospectus (including all documents incorporated by reference therein) and non-US resident holders of Royal Dutch Hague Registered Shares should carefully review the Royal Dutch Offer Document and the Listing Particulars (including all documents incorporated by reference therein)(together with the US Prospectus hereinafter referred to as the "**Offer Documents**").

Capitalised words in this acceptance form have the meanings as defined herein or in the accompanying booklet.

**PLEASE REVIEW AND COMPLETE (IF NECESSARY) THE FOLLOWING INFORMATION:**

Full name and address of the holder of Royal Dutch Hague Registered Shares (hereinafter: the "**Shareholder**"):

Name: _____

Surname: _____

Street/ House: _____

Town/ City: _____

Postcode: _____

Country: _____

I wish to tender the following number of Royal Dutch Hague Registered Shares from my current ownership (the "**Tendered Shares**"):

Number of Royal Dutch Hague Registered Shares: _____

Page number(s) of Royal Dutch Hague Registered Shares: _____

**The Shareholder should note that failure to validly sign and/or indicate the manner in which he wishes to hold his Royal Dutch Shell Shares in accordance with clause 5 will mean that the Shareholder has not validly tendered the Tendered Shares pursuant to the terms of the Offer.**

**DECLARATION:**

The Shareholder and Royal Dutch Shell agree on the delivery (*levering*) of the Tendered Shares in exchange (*ruil*) for "A" Shares on the terms set out below and as included in the Offer Documents, the terms of which are incorporated herein by reference, subject to the Offer being declared to be unconditional (*gestand is gedaan*) by Royal Dutch Shell.

1. The Shareholder hereby tenders and delivers the Tendered Shares to Royal Dutch Shell and Royal Dutch Shell hereby accepts the Tendered Shares from the Shareholder in exchange for the delivery of Royal Dutch Shell Shares in accordance with clause 2.

2. For each Tendered Share tendered and delivered in accordance with clause 1, Royal Dutch Shell shall deliver to the Shareholder two (2) "A" Shares. Royal Dutch Shell shall deliver the "A" Shares in the manner as indicated by the Shareholder in clause 5.

3. By entering into this agreement, the Shareholder undertakes, represents and warrants to Royal Dutch Shell that on the date of this agreement up to the settlement date, which is expected to be 25 July 2005:

(i) the tender of the Tendered Shares constitutes an acceptance by the Shareholder of the Offer, on and subject to the terms and conditions of the Offer;

(ii) the Shareholder has full power and authority to tender, sell, exchange and deliver the Tendered Shares (together with all rights attaching thereto), and has not entered into any other agreement to tender, sell, exchange and deliver the Tendered Shares (together with all rights attaching thereto) to any party other than Royal Dutch Shell. The Tendered Shares will be exchanged and delivered with full title guarantee and free and clear of all third party rights and restrictions of any kind; and

(iii) the restrictions as set out in Offer Documents and the securities and other applicable laws or regulations of the jurisdiction in which the Shareholder is located or of which he is a resident are being complied with.

4. The Shareholder and Royal Dutch Shell waive the right to rescind the agreement laid down in this deed or to demand rescission thereof based on article 6:265 of the Dutch Civil Code.

5. The Shareholder wishes to hold the Royal Dutch Shell Shares that are to be delivered in exchange for the Tendered Shares as follows. In order to validly tender your shares, please note that you must insert an "X" in one of the boxes below and the required information in relation to your choice should be completed.

o I would like to have my "A" Shares delivered to my

securities account number:

_____

with (insert name of your bank or financial institution):

_____

The contact details of my bank or financial institution are as follows

contact person:

_____

telephone number:

_____

fax number:

_____

email address:

_____

If your bank or financial institution is not an Admitted Institution of Euroclear Nederland and wants to receive the "A" Shares on a security account of an Admitted Institution of Euroclear Nederland, please also provide the following information:

name of the Dutch custodian bank of your bank or financial institution:

_____

at city

_____

account number with custodian bank:

_____

contact person with custodian bank:

_____

telephone number:

_____

fax number:

_____

email address:

_____

**In order to deliver your "A" Shares in time, it is important that all the required details are included correctly. It is essential that you contact your bank or financial institution to obtain the relevant information and to request such bank or financial institution to undertake all necessary steps to receive the Royal Dutch Shell "A" Shares on your behalf.**

or

o I would like to hold my "A" Shares through the Royal Dutch Shell Corporate Nominee. I enclose the signed terms and conditions of the Royal Dutch Shell nominee service.

or

o I would like to hold my "A" Shares through my following CREST account:

CREST Participant ID:

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CREST Member Account ID:

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Royal Dutch hereby, pursuant to article 2:86c of the Dutch Civil Code, acknowledges the foregoing transfer of the Royal Dutch Hague Registered Shares and shall record the same in its register of shareholders.

| | | | |
|---|---|---|---|
| At: ---------- on --- / --- /2005 | At: ---------- on --- / --- /2005 | At: ---------- on --- / --- /2005 | |
| The Shareholder | [Husband/wife/registered partner] of the Shareholder] | Royal Dutch Shell | Royal Dutch (for acknowledgement pursuant to article 2:86c paragraph 2 of the Dutch Civil Code) |

**Exhibit 99.8**

**CONSENT**

**OF**
**ABN AMRO BANK N.V.**

The Managing Board and Supervisory Board

N.V. Koninklijke Nederlandsche Petroleum
Maatschappij (Royal Dutch Petroleum Company)
Carel van Bylandtlaan 30
2596 HR The Hague
The Netherlands

Dear Sirs:

We hereby consent to the inclusion of our opinion letters dated 27 October 2004 and 13 May 2005 to the managing board and supervisory board of N.V. Koninklijke Nederlandsche Petroleum Maatschappij (Royal Dutch Petroleum Company) ("RD") as Exhibit 99.6 and Exhibit 99.7, respectively to the Registration Statement on Form F-4 relating to the offer by Royal Dutch Shell plc to acquire all of the issued and outstanding ordinary shares of RD in exchange for Class A ordinary shares of Royal Dutch Shell plc or American depositary shares representing such Class A ordinary shares and to the references made to us and our opinions dated 27 October 2004 and 13 May 2005 in such Registration Statement under the captions "Questions and Answers About the Transaction", "Summary", "The Transaction – Background to the Transaction", "The Transaction – Reasons for the Transaction" and "The Transaction – Opinion of Royal Dutch's Financial Advisor". In giving such consent, we do not admit that we come within the category of persons whose consent is required under, nor do we admit that we are experts for purposes of, the Securities Act of 1933, as amended, or the rules and regulations promulgated thereunder.

ABN AMRO BANK N.V.

By: /s/ABN AMRO BANK N.V.

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18 May 2005