



---

# FORM 6-K

## UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington D.C. 20549

### REPORT OF FOREIGN PRIVATE ISSUER

Pursuant to Rule 13a-16 or 15d-16 of

The Securities Exchange Act of 1934  
For November 2008

Commission File Number: 1-32575

## Royal Dutch Shell plc

(Exact name of registrant as specified in its charter)

England and Wales

(Jurisdiction of incorporation or organization)

30, Carel van Bylandtlaan, 2596 HR The Hague

The Netherlands

Tel No: 011 31 70 377 9111

(Address of principal executive officers)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes ☐ No ☒

If “Yes” is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b):82- \_\_\_\_\_

---

---

## **TABLE OF CONTENTS**

### **SIGNATURES**

[EX-99.1](#)

[EX-99.2](#)

[EX-99.3](#)

---

## [Table of Contents](#)

Royal Dutch Shell plc (the “Registrant”) is filing the following exhibits on this Report on Form 6-K, each of which is hereby incorporated by reference:

<b>Exhibit No.</b>	<b>Description</b>
99.1	Regulatory release.
99.2	Royal Dutch Shell plc — Three and nine month period ended September 30, 2008 Unaudited Condensed Interim Financial Report.
99.3	Articles of Association

This Unaudited Condensed Interim Financial Report contains the Unaudited Condensed Consolidated Interim Financial Statements of the Registrant and its consolidated subsidiaries for the three and nine month period ended September 30, 2008 and Operational and Financial Review and Results of Operations in respect of such period. The Unaudited Condensed Consolidated Interim Financial Statements, including condensed notes, are presented on the same basis that such was announced by press release on October 30, 2008, that was furnished to the Commission by the Registrant on Form 6-K. This Report on Form 6-K contains the Unaudited Condensed Interim Financial Report with additional information required to keep current our registration statement on Form F-3.

This Report on Form 6-K is incorporated by reference into:

- a) the Registration Statement on Form F-3 of Royal Dutch Shell plc and Shell International Finance B.V. (Registration Numbers 333-126726 and 333-126726-01); and
  - b) the Registration Statements on Forms S-8 of Royal Dutch Shell plc (Registration Numbers 333-126715 and 333-141397).
-

**SIGNATURES**

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

Royal Dutch Shell plc  
(Registrant)

By: Michiel Brandjes /s/

\_\_\_\_\_  
Name: Michiel Brandjes

Title: Company Secretary

Date: November 5, 2008

**Three and nine month period ended September 30, 2008**  
**Unaudited Condensed Interim Financial Report**

On October 30, 2008, Royal Dutch Shell plc (“Royal Dutch Shell”) released the Unaudited Condensed Interim Financial Report for the three and nine-month period ended September 30, 2008 of Royal Dutch Shell and its consolidated subsidiaries (collectively “Shell”). This report includes the Unaudited Condensed Consolidated Interim Financial Statements, including condensed notes, for Shell on the same basis that such information was announced by press release on October 30, 2008.

**Contact — Investor**  
**Relations**

Europe:	Tjerk Huysinga	+31 70 377 3996
USA:	Harold Hatchett	+1 212 218 3112

**Contact — Media**

Europe:	Shell Media Contact	+31 70 377 3600
---------	---------------------	-----------------

**Royal Dutch Shell plc**  
**Three and nine month period ended September 30, 2008**  
**Unaudited Condensed Interim Financial Report**

---

Contents

	<b>Page</b>
UNAUDITED CONDENSED INTERIM FINANCIAL REPORT	1
OPERATIONAL AND FINANCIAL REVIEW FOR THE THREE AND NINE MONTH PERIOD ENDED SEPTEMBER 30, 2008	2
CONDENSED CONSOLIDATED STATEMENT OF INCOME	11
CONDENSED CONSOLIDATED BALANCE SHEET	12
CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN EQUITY	13
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS	14
NOTES TO THE CONDENSED CONSOLIDATED INTERIM FINANCIAL STATEMENTS	15
OTHER INFORMATION	18

---



## Unaudited Condensed Interim Financial Report

This report contains:

- (1) An Operational and Financial Review and Results of Operations with respect to Royal Dutch Shell plc, a publicly-listed company incorporated in England and Wales and headquartered and tax resident in the Netherlands (“Royal Dutch Shell”) and its consolidated subsidiaries (collectively, with Royal Dutch Shell, “Shell”) for the three and nine month period ended September 30, 2008; and
- (2) Unaudited Condensed Consolidated Interim Financial Statements for the three and nine month period ended September 30, 2008 and 2007.

In this report, excluding in the financial statements, we have aggregated our equity position in projects for both direct and indirect interest.

In this report “Shell”, “Shell group” and “Royal Dutch Shell” are sometimes used for convenience where references are made to Royal Dutch Shell and its subsidiaries in general. Likewise, the words “we”, “us” and “our” are also used to refer to subsidiaries in general or to those who work for them. These expressions are also used where no useful purpose is served by identifying the particular company or companies. “Subsidiaries”, “Shell subsidiaries” and “Shell companies” as used in this report refer to companies in which Royal Dutch Shell either directly or indirectly has control, by having either a majority of the voting rights or the right to exercise a controlling influence. The companies in which Shell has significant influence but not control are referred to as “associated companies” or “associates” and companies in which Shell has joint control are referred to as “jointly controlled entities”. In this report, associates and jointly controlled entities are also referred to as “equity-accounted investments”.

This report contains forward-looking statements concerning the financial condition, results of operations and businesses of Royal Dutch Shell. 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 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. There are a number of factors that could affect the future operations of Royal Dutch Shell and could cause those results to differ materially from those expressed in the forward-looking statements included in this report, including (without limitation): (a) price fluctuations in crude oil and natural gas; (b) changes in demand for Shell’s products; (c) currency fluctuations; (d) drilling and production results; (e) reserve estimates; (f) loss of market and industry competition; (g) environmental and physical risks; (h) risks associated with the identification of suitable potential acquisition properties and targets, and successful negotiation and completion of such transactions; (i) the risk of doing business in developing countries and countries subject to international sanctions; (j) legislative, fiscal and regulatory developments including potential litigation and regulatory effects arising from recategorisation of reserves; (k) economic and financial market conditions in various countries and regions; (l) political risks, including the risks of expropriation and renegotiation of the terms of contracts with governmental entities, delays or advancements in the approval of projects and delays in the reimbursement for shared costs; and (m) changes in trading conditions. All forward-looking statements contained in this report are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Readers should not place undue reliance on forward-looking statements. Each forward-looking statement speaks only as of the date of this report, November 5, 2008. Neither Royal Dutch Shell nor any of its subsidiaries 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 those stated, implied or inferred from the forward-looking statements contained in this report.

Please refer to the Annual Report and Form 20-F for the year ended December 31, 2007 for a description of certain important factors, risks and uncertainties that may affect Shell’s businesses.

**Presented under IFRS (unaudited)**

				\$ million
		Three months ended September 30,		Nine months ended September 30,
	2008	2007	2008	2007
<b>Income for the period</b>	<b>8,480</b>	7,041	<b>29,435</b>	23,293
Attributable to minority interest	32	125	348	429
<b>Income attributable to shareholders of Royal Dutch Shell plc</b>	<b>8,448</b>	6,916	<b>29,087</b>	22,864

## THREE MONTHS ENDED SEPTEMBER 30, 2008

Shell's income for the three months ended September 30, 2008 was \$8,480 million, an increase of 20% compared to 2007, mainly due to an increase in Exploration & Production (\$2,174 million) and Gas & Power (\$2,206 million), partly offset by a decrease in Oil Products (\$2,197 million).

## Exploration & Production

Segment earnings were \$5,501 million compared to \$3,327 million last year. Earnings in the third quarter of 2008 included a gain of \$575 million, comprising of a gain of \$347 million related to divestments, a gain of \$167 million related to the mark-to-market valuation of certain UK gas contracts, a tax credit in Canada of \$22 million and a gain from a pension accounting adjustment of \$39 million. Earnings in the third quarter of 2007 included a net gain of \$130 million, comprising of a gain of \$143 million related to an impairment reversal and a combined gain of \$228 million related to tax impacts and the benefit of a tax rate change in Germany. These gains were partly offset by charges of \$93 million related to the mark-to-market valuation impact of certain UK gas contracts, the write-off of exploration costs in Alaska of \$77 million and a \$71 million charge related to a one-time pension liability impact.

Earnings compared to the third quarter 2007 reflected the benefit of higher oil and gas prices on revenues, which was partly offset by lower production volumes, particularly in the USA as a consequence of hurricane impacts and higher royalty expenses.

Global liquids realisations were 57% higher than in the third quarter 2007, compared with marker crudes Brent and WTI increases of 54% and 57% respectively. Global gas realisations were 48% higher than in the previous year. Outside the USA, gas realisations increased by 45% whereas in the USA gas realisations increased by 66%.

Third quarter 2008 production (excluding oil sands bitumen production) was 2,854 thousand barrels of oil equivalent per day (boe/d) compared to 3,055 thousand boe/d in the previous year. Crude oil production was down 10% and natural gas production was down 2% compared to the third quarter 2007. Production, compared to the third quarter 2007, was impacted by some 120 thousand boe/d as a consequence of the hurricanes in the USA Gulf of Mexico and planned maintenance turnarounds in the UK North Sea related to the shutdown of the St. Fergus gas processing facilities.

Production compared to the third quarter 2007 included additional volumes principally from Ormen Lange (Shell share 17%) in Norway, Changbei (Shell share 50%) in China, West Salym (Shell share 50%) in Russia, F13W (Shell share 50%) and M3S (Shell share 70%) in Malaysia, Stybarrow (Shell share 17.1%) in Australia, Champion West Phase 3B/C (Shell share 50%) in Brunei, Starling (Shell share 28%), Caravel (Shell share 71%), Shamrock (Shell share 100%) and Curlew C (Shell share 100%) in the UK and Deimos (Shell share 71.5%) in the USA.

## Gas & Power

Segment earnings were \$2,774 million compared to \$568 million last year. Earnings in the third quarter of 2008 included a net gain of \$1,368 million comprising of a gain of \$1,395 million from a divestment, a gain of \$33 million related to the mark-to-market valuation of certain gas contracts, a gain of \$7 million from a pension accounting adjustment and an impairment charge of \$67 million. Earnings in the third quarter of 2007 included a net charge of \$4 million, reflecting a gain of \$11 million related to a tax rate change in Germany, which was more than offset by charges of \$10 million related to a one-time pension liability impact and \$5 million related to the mark-to-market valuation impact of certain gas contracts.

As a result of fair value accounting of commodity derivatives associated with long-term contracts, required under International Financial Reporting Standards (IFRS), third quarter 2008 earnings were increased by some \$400 million, as opposed to non-cash charges of some \$300 million recorded in the second quarter 2008.

Earnings compared to the third quarter 2007 reflected the impact of strong Liquefied Natural Gas (LNG) and gas to liquids (GTL) product prices on revenues and higher marketing and trading contributions, which were partly offset by lower LNG sales volumes. LNG sales volumes of 3.10 million tonnes were 6% lower than in the same quarter last year, mainly as a consequence of planned maintenance shutdowns and changed cargo lifting schedules compared to the same quarter last year. Marketing and trading earnings, non-LNG related, were higher than in the same quarter last year, reflecting increased earnings both in North America and Europe.

## Oil Sands

Segment earnings were \$371 million compared to \$183 million in the same quarter last year. Earnings in the third quarter of 2008 included a gain of \$25 million related to a tax credit.

The increase in earnings compared to the third quarter 2007 reflected the impact of higher oil prices on revenues, partly offset by lower production volumes, higher operating costs and higher royalty expenses.

Bitumen production decreased by 6% compared to the same quarter last year. Upgrader availability was 96% compared to 90% in the same quarter last year.

## Oil Products

Segment results were a loss of \$44 million compared to earnings of \$2,153 million for the same period last year. Earnings in the third quarter of 2008 included a gain of \$77 million reflecting a gain of \$25 million related to a tax credit in Canada and a pension accounting adjustment of \$52 million. Earnings in the third quarter of 2007 included a net gain of \$121 million, comprising of a gain of \$149 million related to a tax rate change in Germany, which was partly offset by a charge of \$28 million related to a one-time pension liability impact.

As required under IFRS, commodity derivatives are recorded at fair value, which is based on market prices, and physical crude oil and oil products inventories are recorded at the lower of historical cost or net realizable value. Third quarter 2008 marketing and trading earnings were increased by non-cash gains of some \$400 million, mainly related to reversals of non-cash charges of some \$450 million recorded in the second quarter 2008.

Earnings were adversely impacted by the impact of declining crude prices on inventory by \$2,348 million. After taking into account the impact of the movement in feedstock price, earnings were \$2,304 million compared to \$1,651 million in the third quarter 2007. This increase results from higher marketing margins, higher realised refining margins and trading contributions, which were partly offset by increased operating costs, lower refinery intake and net currency exchange rate impacts. Industry refining margins compared to the same quarter last year were higher in Europe and declined in the US Gulf Coast, US West Coast and the Asia-Pacific region. Refinery availability was 88%, compared to 93% in the third quarter of 2007. The decrease mainly reflects hurricane impacts in the US Gulf Coast region.

Marketing earnings compared to the same period last year increased due to higher B2B margins, which were partly offset by lower retail earnings and lower finished lubricants margins.

Oil Products (marketing and trading) sales volumes decreased by 5% compared to the same quarter last year. Marketing sales volumes were 3% lower than in the third quarter 2007, and, excluding the impact of divestments, were in line with the same quarter last year.

## **Chemicals**

Segment results were a loss of \$79 million compared to earnings of \$397 million for the same period last year. Earnings were adversely impacted by the impact of decreasing feedstock prices on inventory by \$195 million. Earnings in the third quarter of 2008 included a gain of \$18 million related to a pension accounting adjustment. Segment earnings in the third quarter of 2007 included a net income of \$18 million, comprising a gain of \$19 million related to a tax rate change in Germany, which was partly offset by a charge of \$1 million related to a one-time pension liability impact.

After taking into account the impact of the movement in feedstock price on inventory, earnings were \$116 million compared to \$360 million in the third quarter 2007. Earnings compared to the third quarter 2007 reflected lower realised margins, lower sales volumes, lower income from equity-accounted investments and an impairment charge.

Sales volumes decreased by some 13% when compared to the third quarter 2007 as a result of lower global demand and the impact of the hurricanes in the US Gulf Coast region. Chemicals manufacturing plant availability was 86%, some 8% lower than in the third quarter 2007, mainly as a consequence of hurricane impacts in the USA.

## **Corporate**

Segment results were a loss of \$43 million compared to earnings of \$413 million for the same period last year. Earnings compared to the third quarter 2007 reflected currency exchange losses, higher shareholder costs, lower tax credits and lower net underwriting results, mainly as a consequence of hurricane impacts in the USA, which were partly offset by higher net interest income.

## **NINE MONTHS ENDED SEPTEMBER 30, 2008**

Shell's income for the nine months ended September 30, 2008 was \$29,087 million, an increase of 27% compared to 2007, which was mainly related to an increase in Exploration & Production.

## **Exploration & Production**

Segment earnings of \$16,525 million were 68% higher than the \$9,819 million earnings in the comparative period of 2007. Earnings in the first nine months of 2008 included a net gain of \$607 million mainly from gains from divestments of \$918 million and other one-off effects of \$39 million, partially offset by a charge of \$295 million related to the mark-to-market valuation of certain UK gas contracts and tax charges of \$55 million. Earnings in the first nine months of 2007 included a net gain of \$387 million mainly from gains from divestments of \$352 million and tax effects of \$136 million, partially offset by a charge of \$96 million related to the mark-to-market valuation of certain UK gas contracts and other charges of \$5 million.

Segment earnings in 2008 compared to last year mainly reflect higher oil and gas prices on revenues and higher gas production volumes, which were partially offset by lower oil production volumes, higher royalty expenses and higher operating costs.

Global liquid realisations were 65% higher than last year, compared with marker crudes Brent and WTI increases of 65% and 71% respectively. Global gas realisations were 42% higher than last year. Outside the USA gas realisations increased by 41%. In the US, gas realisations increased by 50% compared to an increase in Henry Hub of 39%.

Production (excluding oil sands bitumen production) for the first nine months in 2008 was 3,114 thousand boe/d, 2% lower than 3,183 thousand boe/d last year or in line adjusting for the impact of production sharing contracts (PSC) pricing effects, divestments and hurricane impacts in the USA Gulf of Mexico.

## Gas & Power

Segment earnings were \$4,347 million compared to \$2,150 million last year. Earnings in the first nine months of 2008 included a net gain of \$1,357 million comprising of a gain from divestments of \$1,395 million, a gain of \$22 million related to the mark-to-market valuation impact of certain gas contracts and a pension accounting adjustment of \$7 million, which were partly offset by an impairment charge of \$67 million. Earnings in the first nine months of 2007 included net gains of \$282 million, comprising of a gain of \$357 million related to divestments, a charge of \$76 million related to gas contracts mark-to-market valuation, a gain of \$11 million related to a tax rate change in Germany and a charge of \$10 million related to a one-time pension liability.

Nine months 2008 earnings were decreased by non-cash impacts of approximately \$50 million as a result of fair value accounting of commodity derivatives associated with long-term contracts.

Excluding the one-off items, earnings were up 63%, reflecting higher LNG prices, dividends and higher marketing and trading results.

LNG equity sales volumes of 9.69 million tonnes were 2% lower than last year, mainly as a consequence of maintenance activities.

## Oil Sands

Segment earnings were \$971 million compared to \$500 million for the same period last year. Earnings in the first nine months of 2008 include a gain of \$25 million related to a tax credit.

When compared to the same period in 2007, earnings reflect improved margins due to higher overall average realised oil prices and refund of royalty charges earlier in the year, which was partially offset by lower production and higher operating costs.

Sales volumes in the first nine months of 2008 compared to the first nine months of 2007 declined mainly as a consequence of higher royalty payment and as a result of lower production volumes mainly due to lower ore grade. Oil Sands mechanical availability, when compared to the same period last year, improved at both the mine and the upgrader. The improvement was mainly driven by a reduced level of unplanned maintenance work.

## Oil Products

Segment earnings were \$6,862 million compared to \$7,883 million for the same period last year. Earnings benefited from the impact of increasing crude prices on inventory by \$2,289 million compared to a benefit of \$1,808 million in the same period last year. Earnings in the first nine months of 2008 included gains of \$258 million, reflecting a divestment gain of \$167 million, tax credits of \$39 million and a pension accounting adjustment of \$52 million. Earnings in the first nine months of 2007 included net gain of \$150 million, comprising of a divestment gain of \$205 million and a tax credit of \$149 million partly offset by a charge of \$176 million related to impairment of certain assets and a one-time pension liability impact of \$28 million.

After taking into account the impact of rising crude prices, earnings, when compared to the same period last year, were mainly impacted by lower realised refining margins, higher operating costs, lower refinery intake and currency exchange rate impacts, which were partly offset by higher marketing margins.

Industry refining margins compared to the same period last year were higher in Europe and declined in the US Gulf Coast, US West Coast and the Asia-Pacific region. Refinery availability of 91% was similar to that of last year.

Marketing earnings, when compared to the same period last year, increased due to higher B2B margins, which were partly offset by lower finished lubricants margins. Oil Products (marketing and trading) sales volumes increased by 1% compared to the same period last year. Marketing sales volumes were 1% lower than in the same period last year and, excluding the impact of divestments, 1.4% higher, mainly because of increased aviation and commercial fuels sales.

## Chemicals

Segment earnings were \$426 million compared to \$1,550 million for the same period last year. Earnings benefited from the impact of increasing feedstock prices on inventory by \$251 million compared to \$216 million in the same period last year. Earnings in the first nine months of 2008 included net charges of \$188 million, reflecting impairment of assets and provisions of \$265 million, which were partly offset by a divestment gain of \$59 million and a pension accounting adjustments of \$18 million. Earnings in the first nine months of 2007 included a net income of \$18 million, reflecting mainly a tax rate change in Germany.

After taking into account the impact of rising feedstock prices on inventory, earnings when compared to the same period last year reflected mainly weaker market conditions, resulting in lower realised margins and lower income from equity-accounted investments.

Sales volumes decreased by some 6% when compared to the same period last year reflecting mainly lower global demand.

Chemicals manufacturing plant availability of 92% was in line with the same period last year.

## Corporate

Segment earnings were \$304 million compared to \$1,391 million a year ago. Earnings in the comparative period of 2007 included gains on the sale of the equity portfolio held by the insurance companies of \$404 million and the sale of property in the United Kingdom of \$55 million.

Earnings, when compared to the same period in 2007, mainly reflected exchange rate losses, lower interest income and lower net underwriting results.

Royal Dutch Shell plc  
Unaudited Condensed Interim Financial Report 6

---

## PORTFOLIO DEVELOPMENTS FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2008

### Exploration & Production

In Australia, Shell reached an agreement with Woodside Petroleum Ltd. for the sale of various interests in North West Shelf assets, with current production of approximately 8 thousand boe/d, for some \$0.3 billion.

Also in Australia, Shell signed a preliminary agreement with Arrow Energy Ltd. to jointly develop projects to extract clean-burning natural gas from coal deposits for a total expected value up to \$0.7 billion. Completion of a definitive agreement is expected by the end of 2008.

In Kazakhstan, the international members of the Kashagan consortium agreed in principle to sell their participating interests proportionally, allowing KazMunaiGas's stake to increase to match that of the four major shareholders. Assuming conclusion of the deal, Shell's interest will change from 18.5% to 16.8%.

In Nigeria, Shell reached an agreement, amounting to some \$0.6 billion, for the sale of offshore deepwater blocks OML 134 and OML 125, with current production of approximately 7 thousand boe/d.

In Peru, Shell signed a preliminary agreement with BPZ Energy Inc. to jointly explore for oil and gas in the northern part of the country.

In Canada, Shell completed the acquisition of Duvernay, which is a Canadian tight gas company, for \$5.5 billion (including a loan repayment). During 2008 Shell has also acquired significant additional acreage in the Montney gas play, in areas adjacent to Duvernay's positions, bringing Shell's total spend on tight gas acreage in the area to \$6.2 billion in 2008.

In the UK, Shell announced the start-up of the Curlew C field (Shell share 100%), the fourth North Sea field brought on stream during 2008. Together, these fields have an expected aggregate peak production capacity of some 30 thousand boe/d (Shell share).

In the Netherlands, Shell, through its joint venture Nederlandse Aardolie Maatschappij BV (Shell share 50%), signed Sales and Purchase Agreements for some €1.1 billion for the sale of assets situated along the NOGAT pipeline, covering exploration, production and transportation of oil and gas. The transaction is subject to regulatory approvals and third party consents.

In the USA Gulf of Mexico deepwater, Shell concluded the sale of its interest in the Big Foot prospect (Shell share 12.5%), for some \$0.4 billion.

Also in the USA, a water injection project commenced at the Ursa/Princess field (Shell share 45%). The project is expected to continue for the next 30 years, extending the life of the field by some 10 years.

During the first nine months of 2008, Shell had four notable exploration discoveries in offshore Nigeria, Australia and Brunei and onshore USA. Shell also significantly increased its overall acreage position through acquisitions of new exploration licences offshore northwest Australia, in the Chukchi Sea and the Gulf of Mexico in the USA.

## Gas & Power

In China, in April, binding sales and purchase agreements were signed with Qatargas 4 and PetroChina, leading to the long-term supply of LNG from Qatar to China, totalling 3 million tonnes per annum over 25 years.

In the Middle East, an agreement was reached with Qatargas 4 and the Dubai Government for the supply of LNG during the summer months for 15 years. The LNG will be delivered from Qatargas 4 and Shell's portfolio of other LNG volumes.

In Germany, the sale of the BEB Erdgas and Erdoel GmbH gas transport business (Shell share 50%) was closed, increasing the third quarter 2008 earnings by some \$1.4 billion.

Also in Germany, construction of the 20 Megawatt (MW) Avancis thin-film solar pilot plant (Shell share 50%) was completed. Commercial sales are expected to begin around the end of 2008.

In Iraq, Shell and the Iraqi Ministry of Oil have signed a heads of agreement to establish an incorporated joint venture (Shell share 49%) to process and market natural gas in southern Iraq.

In Australia, North West Shelf Train 5 (Shell share 22%) with a capacity of 4.4 mtpa (100% basis) was declared ready for start-up and is expected to ramp up production as from the fourth quarter 2008.

In the US, the 164 MW Mount Storm Phase I wind farm (Shell share 50%) in West Virginia became operational.

## Oil Products

In France, Shell concluded the sale of the Petit Couronne and Reichstett Vendenheim refineries, with a combined capacity of some 220 thousand barrels per day. Also in France, Shell concluded the sale of the Berre-l'Etang refining and petrochemical complex, with a refining capacity of 80 thousand barrels per day. The combined cash proceeds from these sales amounted to approximately \$1.8 billion.

In Qatar, a Letter of Intent was signed with Qatar Petroleum International and PetroChina to build an integrated refinery and petrochemical manufacturing complex in China.

In Canada, Shell announced an increase in its shareholding in Iogen Energy Corporation from 26.3% to 50%, contributing to its strategic investment and development programme in biofuels.



## **LIQUIDITY AND CAPITAL RESOURCES**

### **Three months ended September 30, 2008**

Cash flow provided by operating activities in the three-month period to September 30, 2008 was \$12.6 billion compared to \$9.1 billion last year, resulting from higher net income and a decrease in working capital of \$2.2 billion (2007: increase of \$0.7 billion).

Capital investment for the three months ended September 30, 2008 was \$13.2 billion (2007: \$6.8 billion), of which \$10.8 billion was invested in the Exploration & Production and Gas & Power segments (2007: \$4.8 billion). Capital investment for the third quarter 2008 includes the acquisition of Duvernay Oil Corp (Duvernay), a tight gas company in Canada, for \$5.0 billion.

Gross proceeds from divestments in the three-month period to September 30, 2008 were \$2.0 billion compared to \$0.2 billion last year.

Dividends of \$0.40 per share were declared on October 30, 2008 in respect of the third quarter. These dividends are payable on December 10, 2008. In the case of the Class B shares, the dividends will be payable through the dividend access mechanism and are expected to be treated as UK-source rather than Dutch-source. See the Annual Report on Form 20-F for 2007 for additional information on the dividend access mechanism.

During the third quarter 2008 \$0.8 billion of Royal Dutch Shell shares were bought back for cancellation.

### **Nine months ended September 30, 2008**

Cash flow provided by operating activities in the nine-month period to September 30, 2008 was \$33.6 billion compared to \$29.2 billion last year, mainly as a result of higher earnings.

Capital investment for the nine months ended September 30, 2008 was \$29.3 billion of which \$22.9 billion was invested in the Exploration & Production and Gas & Power segments. Capital investment in the same period of 2007 (including the minority share of Sakhalin) was \$18.5 billion of which \$13.7 billion was invested in the Exploration & Production and Gas & Power segments. Capital investment for the first nine months of 2008 included the acquisition of Duvernay for \$5.0 billion and the investment in new exploration licences in the Chukchi Sea for \$2.1 billion.

Gross proceeds from divestments in the nine-month period to September 30, 2008 were \$4.7 billion compared to \$7.7 billion last year. This included and the sale of a portion of Shell's ownership of Sakhalin Energy Investment Company Ltd in 2007.

The first nine months of 2007 included cash paid of \$7.1 billion for the acquisition of the shares in Shell Canada that it did not already own.

Dividends of \$0.40 per share were declared on April 29, 2008, July 31, 2008 and October 30 totalling \$1.20 per share in respect of the first, second and third quarters.

During the first nine months of 2008 \$3.3 billion of Royal Dutch Shell shares were bought back for cancellation.

Shell is monitoring the world economic situation, including the effects of crisis in the credit markets and economic downturn on oil and gas prices, demand and liquidity.

## **RECENT DEVELOPMENTS**

On October 29, 2008 the Board of Royal Dutch Shell plc announced that Peter Voser will succeed Jeroen van der Veer as Chief Executive, effective July 1, 2009. Peter Voser currently is Chief Financial Officer and a Director of the Board since October 2004.

**Royal Dutch Shell plc**  
**Three and nine month period ended September 30, 2008**  
**Unaudited Condensed Consolidated Interim Financial Statements**

Royal Dutch Shell plc  
Unaudited Condensed Interim Financial Report 10

---

## Condensed Consolidated Statement of Income

	Three months ended September 30,		Nine months ended September 30,	
	2008	2007	2008	2007
<b>Revenue<sup>[A]</sup></b>	<b>131,567</b>	<b>90,703</b>	<b>377,288</b>	<b>249,079</b>
Cost of sales	<b>113,249</b>	76,713	<b>319,290</b>	206,094
<b>Gross profit</b>	<b>18,318</b>	13,990	<b>57,998</b>	42,985
Selling, distribution and administrative expenses	<b>4,139</b>	3,843	<b>12,552</b>	11,741
Exploration	<b>538</b>	608	<b>1,271</b>	1,330
Share of profit of equity-accounted investments	<b>2,000</b>	1,912	<b>7,096</b>	5,858
Net finance costs and other (income)/expense	<b>174</b>	(38)	<b>(19)</b>	(1,416)
<b>Income before taxation</b>	<b>15,467</b>	11,489	<b>51,290</b>	37,188
Taxation	<b>6,987</b>	4,448	<b>21,855</b>	13,895
<b>Income for the period</b>	<b>8,480</b>	7,041	<b>29,435</b>	23,293
Income attributable to minority interest	<b>32</b>	125	<b>348</b>	429
<b>Income attributable to shareholders of Royal Dutch Shell plc</b>	<b>8,448</b>	6,916	<b>29,087</b>	22,864
Basic earnings per share (see Note 3)	<b>1.37</b>	1.10	<b>4.71</b>	3.64
Diluted earnings per share (see Note 3)	<b>1.37</b>	1.10	<b>4.70</b>	3.63

[A] Revenue is stated after deducting sales taxes, excise duties and similar levies of \$25,323 million in the third quarter 2008 (\$73,705 million cumulatively) and \$20,830 million in the third quarter 2007 (\$57,128 million cumulatively).

The Notes on pages 15 to 17 are an integral part of these Condensed Consolidated Interim Financial Statements.

Royal Dutch Shell plc  
Unaudited Condensed Interim Financial Report

## Condensed Consolidated Balance Sheet

	\$ million	
	September 30, 2008	Dec 31, 2007
<b>ASSETS</b>		
<b>Non-current assets</b>		
Intangible assets	5,541	5,366
Property, plant and equipment	114,193	101,521
Investments:		
equity-accounted investments	31,630	29,153
financial assets	2,952	3,461
Deferred tax	3,978	3,253
Pre-paid pension costs	6,205	5,559
Other	6,219	5,760
	170,718	154,073
<b>Current assets</b>		
Inventories	33,442	31,503
Accounts receivable	90,100	74,238
Cash and cash equivalents	7,821	9,656
	131,363	115,397
<b>Total assets</b>	<b>302,081</b>	<b>269,470</b>
<b>LIABILITIES</b>		
<b>Non-current liabilities</b>		
Debt	10,742	12,363
Deferred tax	14,688	13,039
Retirement benefit obligations	5,961	6,165
Other provisions	13,499	13,658
Other	4,088	3,893
	48,978	49,118
<b>Current liabilities</b>		
Debt	5,984	5,736
Accounts payable and accrued liabilities	88,387	75,697
Taxes payable	15,632	9,733
Retirement benefit obligations	369	426
Other provisions	2,356	2,792
	112,728	94,384
<b>Total liabilities</b>	<b>161,706</b>	<b>143,502</b>
<b>EQUITY</b>		
Equity attributable to shareholders of Royal Dutch Shell plc	138,469	123,960
Minority interest	1,906	2,008
<b>Total equity</b>	<b>140,375</b>	<b>125,968</b>
<b>Total liabilities and equity</b>	<b>302,081</b>	<b>269,470</b>

The Notes on pages 15 to 17 are an integral part of these Condensed Consolidated Interim Financial Statements.

## Condensed Consolidated Statement of Changes in Equity

\$ million

	Equity attributable to shareholders of Royal Dutch Shell plc						
	Ordinary share capital	Treasury shares	Other reserves[A]	Retained earnings	Total	Minority interest	Total equity
<b>At January 1, 2008</b>	536	(2,392)	14,148	111,668	<b>123,960</b>	2,008	<b>125,968</b>
Income/(expense) recognised directly in equity	—	—	(4,906)	—	<b>(4,906)</b>	(204)	<b>(5,110)</b>
Income for the period	—	—	—	29,087	<b>29,087</b>	348	<b>29,435</b>
Total recognised income/(expense) for the period	—	—	(4,906)	29,087	<b>24,181</b>	144	<b>24,325</b>
Capital contributions/(repayments) from/to minority shareholders and other changes in minority interest	—	—	—	59	<b>59</b>	25	<b>84</b>
Dividends paid	—	—	—	(7,108)	<b>(7,108)</b>	(271)	<b>(7,379)</b>
Treasury shares: net sales/(purchases) and dividends received	—	478	—	—	<b>478</b>	—	<b>478</b>
Repurchases of shares	(7)	—	7	(3,085)	<b>(3,085)</b>	—	<b>(3,085)</b>
Share-based compensation	—	—	(58)	42	<b>(16)</b>	—	<b>(16)</b>
<b>At September 30, 2008</b>	529	(1,914)	9,191	130,663	<b>138,469</b>	1,906	<b>140,375</b>
<b>At January 1, 2007</b>	545	(3,316)	8,820	99,677	<b>105,726</b>	9,219	<b>114,945</b>
Income/(expense) recognised directly in equity	—	—	3,513	—	<b>3,513</b>	(33)	<b>3,480</b>
Income for the period	—	—	—	22,864	<b>22,864</b>	429	<b>23,293</b>
Total recognised income/(expense) for the period	—	—	3,513	22,864	<b>26,377</b>	396	<b>26,773</b>
Capital contributions from minority shareholders	—	—	—	—	<b>—</b>	802	<b>802</b>
Acquisition of Shell Canada	—	—	—	(5,445)	<b>(5,445)</b>	(1,639)	<b>(7,084)</b>
Sakhalin partial divestment	—	—	—	—	<b>—</b>	(6,711)	<b>(6,711)</b>
Other changes in minority interest	—	—	—	6	<b>6</b>	(49)	<b>(43)</b>
Dividends paid	—	—	—	(6,683)	<b>(6,683)</b>	(186)	<b>(6,869)</b>
Treasury shares: net sales/(purchases) and dividends received	—	752	—	—	<b>752</b>	—	<b>752</b>
Repurchases of shares	(6)	—	6	(2,849)	<b>(2,849)</b>	—	<b>(2,849)</b>
Share-based compensation	—	—	310	—	<b>310</b>	—	<b>310</b>
<b>At September 30, 2007</b>	539	(2,564)	12,649	107,570	<b>118,194</b>	1,832	<b>120,026</b>

[A] See Note 2.

The Notes on pages 15 to 17 are an integral part of these Condensed Consolidated Interim Financial Statements.

## Condensed Consolidated Statement of Cash Flows

	\$ million	
	Nine months ended September 30,	
	2008	2007
<b>Cash flow from operating activities:</b>		
<b>Income for the period</b>	<b>29,435</b>	<b>23,293</b>
Adjustment for:		
Current taxation	22,041	14,525
Interest (income)/expense	625	454
Depreciation, depletion and amortisation	9,972	9,340
(Profit)/loss on sale of assets	(2,837)	(1,550)
Decrease/(increase) in net working capital	(6,752)	(2,831)
Share of profit of equity-accounted investments	(7,096)	(5,858)
Dividends received from equity-accounted investments	6,803	4,673
Deferred taxation and other provisions	75	(47)
Other	(514)	(777)
Cash flow from operating activities (pre-tax)	51,752	41,222
Taxation paid	(18,121)	(12,054)
<b>Cash flow from operating activities</b>	<b>33,631</b>	<b>29,168</b>
<b>Cash flow from investing activities:</b>		
Capital expenditure	(27,173)	(16,563)
Investments in equity-accounted investments	(1,692)	(1,333)
Proceeds from sale of assets	3,558	6,824
Proceeds from sale of equity-accounted investments	1,493	451
Proceeds from sale of/(additions to) financial assets	260	1,175
Interest received	821	872
<b>Cash flow from investing activities</b>	<b>(22,733)</b>	<b>(8,574)</b>
<b>Cash flow from financing activities:</b>		
Net increase/(decrease) in debt with maturity period within three months	191	(290)
Other debt:		
New borrowings	554	4,396
Repayments	(2,309)	(3,122)
Interest paid	(962)	(923)
Change in minority interest	9	(6,705)
Repurchases of shares	(3,271)	(2,849)
Dividends paid to:		
Shareholders of Royal Dutch Shell plc	(7,108)	(6,683)
Minority interest	(271)	(186)
Treasury shares: net sales/(purchases) and dividends received	478	752
<b>Cash flow from financing activities</b>	<b>(12,689)</b>	<b>(15,610)</b>
Currency translation differences relating to cash and cash equivalents	(44)	106
<b>Increase/(decrease) in cash and cash equivalents</b>	<b>(1,835)</b>	<b>5,090</b>
<b>Cash and cash equivalents at January 1</b>	<b>9,656</b>	<b>9,002</b>
<b>Cash and cash equivalents at September 30</b>	<b>7,821</b>	<b>14,092</b>

The Notes on pages 15 to 17 are an integral part of these Condensed Consolidated Interim Financial Statements.

## Notes to the Condensed Consolidated Interim Financial Statements

### 1. Basis of preparation

These Condensed Consolidated Interim Financial Statements of Royal Dutch Shell plc and its subsidiaries (collectively known as “Shell” or the “Shell group”) are prepared on the same basis as, and should be read in conjunction with, the Annual Report on Form 20-F for the year ended December 31, 2007 (pages 117 to 121) as filed with the Securities and Exchange Commission.

The Oil Sands operations, which were previously reported within the Exploration & Production segment, are reported as a separate segment with effect from the fourth quarter 2007. Prior period financial statements have been reclassified accordingly.

The three and nine month period ended September 30, 2008 Condensed Consolidated Interim Financial Statements of Royal Dutch Shell plc and its subsidiaries have been prepared in accordance with International Accounting Standard (IAS) 34 Interim Financial Reporting.

These Condensed Consolidated Interim Financial Statements are unaudited; however, in the opinion of Shell, the interim data includes all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the results for the interim periods.

### 2. Other reserves

	\$ million					
	Merger reserve <sup>[A]</sup>	Capital redemption reserve	Share premium reserve	Share plan reserve	Other	Total
<b>At January 1, 2008</b>	<b>3,444</b>	<b>48</b>	<b>154</b>	<b>1,122</b>	<b>9,380</b>	<b>14,148</b>
Cumulative currency translation differences	—	—	—	—	(4,494)	<b>(4,494)</b>
Unrealised gains/(losses) on securities	—	—	—	—	(394)	<b>(394)</b>
Unrealised gains/(losses) on cash flow hedges	—	—	—	—	(18)	<b>(18)</b>
Income/(expense) recognised directly in equity	—	—	—	—	(4,906)	<b>(4,906)</b>
Repurchases of shares	—	7	—	—	—	<b>7</b>
Share-based compensation	—	—	—	(58)	—	<b>(58)</b>
<b>At September 30, 2008</b>	<b>3,444</b>	<b>55</b>	<b>154</b>	<b>1,064</b>	<b>4,474</b>	<b>9,191</b>
<b>At January 1, 2007</b>	<b>3,444</b>	<b>39</b>	<b>154</b>	<b>736</b>	<b>4,447</b>	<b>8,820</b>
Cumulative currency translation differences	—	—	—	—	4,326	<b>4,326</b>
Unrealised gains/(losses) on securities	—	—	—	—	(734)	<b>(734)</b>
Unrealised gains/(losses) on cash flow hedges	—	—	—	—	(79)	<b>(79)</b>
Income/(expense) recognised directly in equity	—	—	—	—	3,513	<b>3,513</b>
Repurchases of shares	—	6	—	—	—	<b>6</b>
Share-based compensation	—	—	—	310	—	<b>310</b>
<b>At September 30, 2007</b>	<b>3,444</b>	<b>45</b>	<b>154</b>	<b>1,046</b>	<b>7,960</b>	<b>12,649</b>

[A] The merger reserve was established as, in 2005, Royal Dutch Shell plc (“Royal Dutch Shell”) became the single parent company of Royal Dutch Petroleum Company (“Royal Dutch”) and of Shell Transport and Trading Company Limited (previously known as The “Shell” Transport and Trading Company, p.l.c.) (“Shell Transport”) the two former public parent companies of the Group. It relates primarily to the difference between the nominal value of Royal Dutch Shell shares issued and the nominal value of Royal Dutch and Shell Transport shares received.

### 3. Earnings per share

	Three months ended September 30,		Nine months ended September 30,	
	2008	2007	2008	2007
Income attributable to shareholders of Royal Dutch Shell plc (\$ million)	<b>8,448</b>	8,667	<b>29,087</b>	15,948
Basic weighted average number of ordinary shares	<b>6,147,266,343</b>	6,261,705,157	<b>6,170,953,891</b>	6,276,730,073
Diluted weighted average number of ordinary shares	<b>6,159,794,079</b>	6,285,823,218	<b>6,186,206,498</b>	6,296,501,450

### 4. Information by business segment

With effect from 2007, segment information is reported in accordance with IFRS 8 Operating Segments, which has replaced IAS 14 Segment Reporting.

#### Three months ended September 30, 2008

	\$ million					
	Exploration & Production	Gas & Power	Oil Sands	Oil Products	Chemicals	Corporate
<b>Revenue</b>						
Third party	5,597	6,228	(48)	107,418	12,353	19
Inter-segment	12,344	365	1,087	1,016	1,574	
<b>Segment earnings</b>	<b>5,501</b>	<b>2,774</b>	<b>371</b>	<b>(44)</b>	<b>(79)</b>	<b>(43)</b>

#### Three months ended September 30, 2007

	\$ million					
	Exploration & Production	Gas & Power	Oil Sands	Oil Products	Chemicals	Corporate
<b>Revenue</b>						
Third party	3,784	3,816	258	72,370	10,465	10
Inter-segment	9,802	222	429	924	1,285	
<b>Segment earnings</b>	<b>3,327</b>	<b>568</b>	<b>183</b>	<b>2,153</b>	<b>397</b>	<b>413</b>

#### Nine months ended September 30, 2008

	\$ million					
	Exploration & Production	Gas & Power	Oil Sands	Oil Products	Chemicals	Corporate
<b>Revenue</b>						
Third party	16,251	18,207	566	304,859	37,365	40
Inter-segment	37,529	1,091	2,708	3,272	4,811	
<b>Segment earnings</b>	<b>16,525</b>	<b>4,347</b>	<b>971</b>	<b>6,862</b>	<b>426</b>	<b>304</b>

#### Nine months ended September 30, 2007

	\$ million					
	Exploration & Production	Gas & Power	Oil Sands	Oil Products	Chemicals	Corporate
<b>Revenue</b>						
Third party	10,298	11,352	800	197,151	29,430	48
Inter-segment	27,344	757	1,206	2,410	3,408	
<b>Segment earnings</b>	<b>9,819</b>	<b>2,150</b>	<b>500</b>	<b>7,883</b>	<b>1,550</b>	<b>1,391</b>



## 5. Ordinary share capital

### AUTHORISED

	September 30, 2008	December 31, 2007
Class A shares of €0.07 each	4,077,359,886	4,077,359,886
Class B shares of €0.07 each	2,759,360,000	2,759,360,000
Unclassified shares of €0.07 each	3,101,000,000	3,101,000,000
Euro deferred shares of €0.07 each	62,280,114	62,280,114
Sterling deferred shares of £1 each	50,000	50,000

### ISSUED AND FULLY PAID

	Class A	shares of €0.07 each Class B	shares of £1 each Sterling deferred
<b>At December 31, 2007</b>	<b>3,583,505,000</b>	<b>2,759,360,000</b>	<b>50,000</b>
Shares repurchased for cancellation	(36,469,027)	(51,280,114)	
<b>At September 30, 2008</b>	<b>3,547,035,973</b>	<b>2,708,079,886</b>	<b>50,000</b>

### NOMINAL VALUE

	September 30, 2008	December 31, 2007
<b>Allotted, called up and fully paid</b>		
Class A ordinary shares	300	303
Class B ordinary shares	229	233
Sterling deferred	[A]	[A]
	529	536

[A] Less than \$1million

At September 30, 2008 the number of outstanding Class A and Class B ADRs were 390,261,090 and 78,445,566 respectively. Shell employee share ownership trusts held 17,476,768 Class A ADRs at September 30, 2008.

## Other information

### Share-based compensation

There are a number of share-based compensation plans for Shell employees.

Shell's share option plans offers options to eligible employees, at a price no less than the fair market value of the shares at the date the options were granted. No further grants will be made under the share option plans. The following table presents the number of shares under option as per September 30, 2008.

<i>Thousands</i>	<b>Royal Dutch Shell Class A shares</b>	<b>Royal Dutch Shell Class B shares</b>	<b>Shell group Royal Dutch Shell Class A ADRs</b>	<b>Shell Canada Royal Dutch Shell Class A shares</b>
Under option at September 30, 2008	45,206	24,042	11,888	15,322
Range of expiration dates	Dec 2008 — Nov 2014	Dec 2008 — Nov 2014	Dec 2008 — Nov 2014	Jan 2009 — Sep 2016

Shell operates a performance share plan replacing the previous share option plans. For the details of this plan refer to the 2007 form 20-F. The following table presents the number of shares conditionally awarded under the performance share plan (PSP) outstanding as at September 30, 2008.

<i>Thousands</i>	<b>Royal Dutch Shell Class A shares</b>	<b>Royal Dutch Shell Class B shares</b>	<b>Royal Dutch Shell Class A ADRs</b>
Outstanding at September 30, 2008	19,166,545	8,792,976	6,506,107

The measurement period for the shares granted is three years.

Employees of participating companies in the UK may participate in the UK Sharesave Scheme. The number of Royal Dutch Shell Class B shares under option as at September 30, 2008 is 1,824 (thousands).

Certain subsidiaries have other plans containing stock appreciation rights linked to the value of Royal Dutch Shell Class A ADRs. The balance outstanding as at September 30, 2008 equals 1,125,878.

### Ratio of earnings to fixed charges

The following table sets out, on an IFRS basis for the years ended December 31, 2004, 2005, 2006 and 2007 and the nine months ended September 30, 2008, the consolidated unaudited ratio of earnings to fixed charges of Royal Dutch Shell. The comparative annual information is derived from the consolidated financial statements of Royal Dutch Shell contained in the Annual Report on Form 20-F for the year ended December 31, 2007.

	<b>Nine months ended September 30, 2008</b>	<b>2007</b>	<b>2006</b>	<b>2005</b>	<b>2004</b>
Pre-tax income from continuing operations before income from equity-accounted investments	<b>44,194</b>	42,342	37,957	37,444	26,644
Total fixed charges	<b>1,925</b>	2,380	2,258	1,958	1,685
Distributed income from equity-accounted investments	<b>7,480</b>	6,955	5,488	6,709	4,190
Less: interest capitalised	<b>609</b>	667	564	427	207
Less: preference security dividend requirements of consolidated subsidiaries	—	—	—	7	9
Total earnings	<b>52,990</b>	51,010	45,139	45,677	32,303
Interest expensed and capitalised	<b>1,446</b>	1,775	1,713	1,494	1,267
Interest within rental expense	<b>479</b>	605	545	457	409
Less: preference security dividend requirements of consolidated subsidiaries	—	—	—	7	9
Total fixed charges	<b>1,925</b>	2,380	2,258	1,958	1,685
Ratio earnings/fixed charges	<b>27.53</b>	21.43	19.99	23.33	19.17

## Capitalisation and indebtedness

The following tables set forth, IFRS basis, the unaudited consolidated combined capitalisation and indebtedness of Royal Dutch Shell as of September 30, 2008. This information is derived from these Condensed Consolidated Interim Financial Statements.

	\$ million September 30, 2008
<b>Equity</b>	
Total equity attributable to shareholders of Royal Dutch Shell plc	138,469
<b>Total finance debt</b>	
Short-term finance debt	5,984
Long-term finance debt <sup>[A]</sup>	8,143
<b>Total finance debt<sup>[B]</sup></b>	<b>14,127</b>
<b>Total capitalisation</b>	<b>152,596</b>

[A] Long-term finance debt excludes \$2.6 billion of certain tolling commitments.

[B] As of September 30, 2008, Shell had outstanding guarantees of \$1.9 billion, of which \$0.7 billion related to debt of equity-accounted investments. \$12.4 billion of the finance debt of Shell was unsecured. A total of \$8.7 billion outstanding debt of subsidiaries is guaranteed by Royal Dutch Shell plc.

**ARTICLES OF ASSOCIATION**  
**of**  
**Royal Dutch Shell plc**  
**(Articles adopted on 20 May 2008)**

**1. Exclusion of other Constitutional Regulations**

The constitutional regulations in any 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"	includes a number or address used for sending or receiving documents or information by electronic means;
"affiliate"	means any undertaking which is not an associated company of the company, and (i) in which the company or any of its associated companies holds any shares; 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;
"amount" (of a share)	this refers to the nominal amount of the share;
"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;
"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;
"CREST"	means the electronic settlement system for securities traded on a recognised investment exchange and owned by Euroclear UK & Ireland Limited, or any similar system;
"CREST share"	means a share which is noted on the shareholders' register as being held through CREST in uncertificated form;
"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;
"Euroclear Nederland"	means the Dutch depositary and settlement institute defined as the "Central Institute" under the provisions of the Securities Giro Act (" <i>Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.</i> "), or such other central institute in The Netherlands from time to time;
"headquarters"	means the headquarters of the company established in accordance with article 81;
"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;
“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;
“the office”	means the company’s registered office;
“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 51(A);
“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 (“ <i>Wet giraal effectenverkeer</i> ”);
“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 5;
“uncertificated securities rules”	means any provision in the legislation which relates to CREST shares or to the transfer of CREST shares or how the ownership of CREST shares is evidenced;
“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 a communication in electronic form, such references are to it being authenticated as specified by the legislation.
- (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 whether sent or supplied in electronic form or otherwise.
- (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.
-

- (l) Use of any gender includes the other genders.

### 3. 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.

### 4. 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 paragraph (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 paragraphs (A) and (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 paragraphs (A) and (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 paragraphs (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, 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.

## **5. 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 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 paragraph (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 a special 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 legislation, 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 legislation; 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.

## **6. Rights Attached to Shares**

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.

## **7. Redeemable Shares**

Subject 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.

## **8. 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.

## **9. Variation of Rights**

- (A) 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 a special resolution passed at a separate meeting of the holders of the relevant class of shares. This is called a "class meeting".
  - (B) 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.
- (C) The provisions of this article 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.

#### **10. 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.

#### **11. 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.

#### **12. Payment of Commission**

In connection with any share issue or any sale of treasury shares for cash, the company can use all the powers given by the legislation to pay commission or brokerage. The company can pay the commission in cash or by allotting fully or partly-paid shares or other securities or by a combination of both.

---

### 13. 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.

### 14. Suspension of Rights Where Non-Disclosure of Interest

- (A) The company can under the legislation 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. In order to enforce the restriction in this sub-paragraph, the directors can give notice to the relevant shareholder requiring
-

him to change identified shares which are CREST shares to certificated shares by the time given in the notice and to keep them in certificated form for as long as the directors require. The notice can also say that the relevant shareholder may not change any identified shares which are certificated shares to CREST shares. If the shareholder does not comply with the notice, the directors can authorise any person to instruct the Operator to change any identified shares which are CREST shares to certificated shares in the name and on behalf of the relevant shareholder.

- (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. If a restriction notice is cancelled or ceases to have effect in relation to any shares, any moneys relating to those shares which were withheld will be paid to the person who would have been entitled to them or as he directs.
- (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 legislation which apply to failures to comply with notices under the legislation.

## **15. Uncertificated Shares**

- (A) Under the uncertificated securities rules, 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 rules, 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 rules,
- 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 rules, 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 rules are met.
- (D) If under these articles or the legislation the company can sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over a CREST share, then, subject to these articles and the legislation, the directors may:
- (i) require the holder of that CREST share by written notice to change that CREST share to a certificated share within a period specified in the notice and to keep it as a certificated share for as long as the directors require;
  - (ii) appoint any person to take any other steps, by instruction given through CREST or otherwise, in the name of the holder of that share as may be necessary to effect the transfer of that share and these steps will be as effective as if they had been taken by the registered holder of that share; and
  - (iii) take any other action that the directors consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that share or otherwise to enforce a lien in respect of that share.
- (E) Unless the directors decide otherwise, CREST shares held by a shareholder will be treated as separate holdings from any certificated shares which that shareholder holds.
- (F) Unless the uncertificated securities rules 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.
- (G) The company can assume that entries on any record of securities kept by it as required by the uncertificated securities rules 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 allows that action to be taken in
-

reliance on information contained in any relevant record of securities (as so maintained and reconciled).

#### **16. 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.

#### **17. Share Certificates Sent at Holder's Risk**

Every share certificate will be sent at the risk of the member or other person entitled to the certificate. The company will not be responsible for any share certificate which is lost or delayed in the course of delivery.

#### **18. 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,
-

destroyed or not received in the course of delivery, 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.

#### **19. Execution of Share Certificates**

Share certificates must be sealed or made effective in such other way as the directors decide, having regard to the terms of issue and any listing requirements. 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.

#### **20. 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.

#### **21. 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 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.

---



## **22. 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 the certificate representing the shares sold has been delivered to the company for cancellation.

## **23. 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 people 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.

## **24. Timing of Calls**

A call is treated as having been made as soon as the directors have passed a resolution authorising it.

## **25. 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.

## **26. 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 year. 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.

**27. 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.

**28. 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.

**29. 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 year unless the company passes an ordinary resolution to allow a higher rate.

**30. 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.

**31. Form of Notice if Call or Instalment Not Paid**

This 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.
-

**32. 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.

**33. 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.

**34. 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.

**35. 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. per 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.

**36. 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.

### **37. 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 rules.

- (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.

### **38. Signing 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.

### **39. Rights to Decline Registration of Partly Paid Shares**

The directors can refuse to register the transfer of any shares which are not fully paid.

---

**40. 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 rules.
- (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.

**41. No Fee for Registration**

No fee is payable to the company for transferring shares or registering changes relating to the ownership of shares.

**42. Untraced Shareholders****(A) 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 either as certificated shares or as CREST shares, 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.
- (B) The company can also sell at the best price reasonably obtainable at the time of the sale any additional certificated shares in the company issued either as certificated shares or as CREST shares during the said 12 year period referred to in paragraph (A)(i) in right of any share to which paragraph (A) applies (or in right of any share so issued), if the criteria in paragraph (A)(ii) and (iii) are satisfied in relation to the additional shares (but as if the words “after the 12 year period” were omitted from paragraph (A)(ii) and the words “during the 12 year period and” were omitted from paragraph (A)(iii)) and no dividend has been cashed on these shares.
- (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.

#### **43. 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 people 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 people 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.
-

**44. 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.

**45. 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 rules. 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.

**46. 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.

#### **47. 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 legislation. 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.

#### **48. Fractions**

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, 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.

---



**49. 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.

**50. Location of General Meetings**

The annual general meeting and any other general meeting of the company will usually be held in The Netherlands but the directors may decide otherwise.

**51. Form of Notice**

- (A) In addition to any requirements under the legislation and these articles, 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 52(D), which shall be identified as such in the notice; and
  - (ii) details of any arrangements made for the purpose of article 52(H) (making clear that participation in those arrangements will not amount to attendance at the meeting to which the notice relates).
- (B) At the same time that 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.

**52. 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 paragraph (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 paragraph (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 paragraph (C) or at one or more satellite meeting places in accordance with paragraph (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 paragraph (C) and any satellite meeting places in accordance with paragraph (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, 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 paragraph (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 61 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 paragraph (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.

#### **53. Omission or Non-Receipt of Notice**

- (A) If any notice, document or other information relating to any meeting or other proceeding is accidentally not sent or supplied, or is not received (even if the company becomes aware of such non-receipt), 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.

#### **54. 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, proxy forms are valid if they are received as required by these articles not less than 48 hours before the time of the rearranged meeting. The directors can also move or postpone the rearranged meeting (or do both) under this article.

#### **55. 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 people 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.

#### **56. 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 or if a quorum ceases to be present during a general meeting.
- (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 (being not less than ten nor more than 28 days later), time and place decided on by the chairman of the meeting and in this case the company will give not less than seven clear days' written notice of the adjourned meeting.
- (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.

#### **57. 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 people 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, people who fail to comply with the arrangements including any person who fails to submit to a search or other similar security arrangement or restriction.

#### **58. 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.

#### **59. Orderly Conduct**

The chairman of a meeting can take any action he considers appropriate for proper and orderly conduct at a general meeting. The chairman's decision on points of order, matters of procedure or on matters that arise incidentally from the business of a meeting is final, as is the chairman's decision on whether a point or matter is of this nature.

#### **60. Entitlement to Attend and Speak**

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.

#### **61. 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.
-

**62. 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.

**63. 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. No other amendments can be proposed to any special resolution.
- (B) Amendments to an ordinary resolution which are within the scope of the resolution can be proposed if:
  - (i) notice of the proposed amendment has been received by the company at the office 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.

**64. 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.

**65. Votes of Shareholders**

Shareholders who are present at a general meeting and duly appointed proxies present at a general meeting can vote on a show of hands. They will have one vote each. 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 as to voting which are given to any shares or upon which any shares may be held at the relevant time and to these articles. 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.

**66. 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 paragraph (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;
- (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.

#### **67. 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.

#### **68. 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.

#### **69. 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.

---

**70. 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.

**71. 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 voters on the register for the share.

**72. Voting on behalf of Incapable Member**

This article applies where a court or official claiming jurisdiction to protect people 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 by the company at the office, or at any other place or address specified by the company for the receipt of appointments of proxy, 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.

**73. 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.

**74. 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.

---



**75. Appointment of Proxies**

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. A shareholder can appoint more than one proxy to attend on the same occasion. 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.

**76. Receipt of Proxies**

- (A) Proxy forms which are in hard copy form must be received at the office, or at any other place specified by the company for the receipt of appointments of proxy in hard copy form:
- (i) 48 hours (or such shorter time as the directors decide) before a meeting or an adjourned meeting;
  - (ii) 24 hours (or such shorter time as the directors decide) before a poll is taken, if the poll is taken more than 48 hours after it was demanded; or
  - (iii) before the end of the meeting at which the poll was demanded (or at such later time as the directors decide), if the poll is taken after the end of the meeting or adjourned meeting but 48 hours or less after it was demanded.

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) Proxy forms which are in electronic form must be received at the address specified by the company for the receipt of appointments of proxy by electronic means at least:
- (i) 48 hours (or such shorter time as the directors decide) before a meeting or an adjourned meeting;
  - (ii) 24 hours (or such shorter time as the directors decide) before a poll is taken, if the poll is taken more than 48 hours after it was demanded; or
  - (iii) before the end of the meeting at which the poll was demanded (or at such later time as the directors decide), if the poll is taken after the end of the meeting or adjourned meeting but 48 hours or less after it was demanded.

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 such address, at the office or at any other place specified by the company

---

for the receipt of such documents by the time set out in paragraph (i) or (ii) or (iii) above, as applicable.

- (C) Providing the form appointing a proxy is received by the time specified in paragraph (A) or paragraph (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 paragraph (A) or paragraph (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 article 75, relating to signature, apply equally to this further proxy form.
- (D) If the above requirements are not complied with, 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 (regardless of its date or the date on which it is signed) will be treated as the valid form. If it is not possible 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 sent in electronic form as provided in these articles, but because of a technical problem it cannot be read by the recipient.
- (H) When calculating the periods mentioned in this article, the directors can decide not to take account of any part of a day that is not a working day.

#### **77. 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.

#### **78. Form of Proxy**

A proxy form can be in any form which the directors approve. 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. Unless it says otherwise, a proxy form is valid for the meeting to which it relates and also for any adjournment of that meeting.

#### **79. Cancellation of Proxy's Authority**

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.

Any vote cast or poll demanded by a company representative will also be valid even though his authority has been revoked.

However, this does not apply if written notice of the relevant fact has been received at the office (or at any other place specified by the company for the receipt of proxy forms) not later than the last time at which a proxy form should have been received to be valid for use at the meeting or on the holding of the poll at which the vote was given or the poll taken.

#### **80. 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. 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.

#### **81. 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.

#### **82. Number of Directors**

The company must have a minimum of three directors and can have a maximum of 20 directors (disregarding alternate directors), but these restrictions can be changed by the directors.

#### **83. Directors' Shareholding Qualification**

The directors are not required to hold any shares in the company.

#### **84. Power of Company to Appoint Directors**

Subject to these articles, the company can, by passing an ordinary resolution, appoint 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.

---

**85. 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 re-appointment.

**86. Retirement of Directors by Rotation**

(A) At every annual general meeting the following directors shall retire from office:

- (i) any director who has been appointed by the directors since the last annual general meeting, and
- (ii) any director who held office at the time of the two preceding annual general meetings and who did not retire at either of them, and
- (iii) any director who 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.

(B) Any director who retires at an annual general meeting may offer himself for re-appointment by the shareholders.

**87. Filling Vacancies**

Subject to these articles, at the general meeting at which a director retires, shareholders can pass an ordinary resolution to re-appoint the director or to appoint some other eligible person in his place.

**88. 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) appoint a person to replace a director who has been removed in this way by passing an ordinary resolution.

**89. Persons Eligible as Directors**

The only people who can be appointed as directors at a general meeting are the following:

- (i) directors retiring at the meeting;
  - (ii) anyone nominated 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 appointment as a director; and
- (b) written confirmation from that person that he is willing to be appointed.

#### **90. 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 appoint another person in the director's place or when a resolution to re-appoint the director is put to the meeting and lost. Where a retiring director is re-appointed, he continues as a director without a break.

#### **91. 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 people) 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.

#### **92. 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 to an address specified by the company 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-appointed. A director can also remove his alternate director by a written notice sent to the office or to an address specified by the company 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.

### **93. 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 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.

#### **94. 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) €4,000,000 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.

#### **95. 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, commission, profit-sharing 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.

#### **96. 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. The company can also fund a director's expenditure and that of a director of any holding company of the company for the purposes permitted by the legislation and can do anything to enable a director or a director of any holding company of the company to avoid incurring such expenditure all as provided in the legislation.

#### **97. 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 people 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.

## 98. Directors' Interests

### *Conflicts of interest requiring authorisation by directors*

- (A) The directors may, subject to the quorum and voting requirements set out in this article, authorise any matter which would otherwise involve a director breaching his duty under the legislation to avoid conflicts of interest ("**Conflict**").
- (B) A director seeking authorisation in respect of a Conflict must tell the directors of the nature and extent of his interest in a Conflict as soon as possible. The director must give the directors sufficient details of the relevant matter to enable them to decide how to address the Conflict together with any additional information which they may request.
- (C) Any director (including the relevant director) may propose that the relevant director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of these articles except that:
- (i) the relevant director and any other director with a similar interest will not count in the quorum and will not vote on a resolution giving such authority; and
  - (ii) the relevant director and any other director with a similar interest may, if the other directors so decide, be excluded from any meeting of the directors while the Conflict is under consideration.
- (D) Where the directors give authority in relation to a Conflict:
- (i) they may (whether at the time of giving the authority or subsequently) (a) require that the relevant director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the Conflict; and (b) impose upon the relevant director such other terms for the purpose of dealing with the Conflict as they think fit;
  - (ii) the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;
  - (iii) the directors may also provide that where the relevant director obtains (otherwise than through his position as a director of the company) information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use or apply the information in relation to the company's affairs, where to do so would amount to a breach of that confidence;
  - (iv) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
-



- (v) the directors may revoke or vary such authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority.

*Other conflicts of interest*

- (E) If a director knows that he is in any way directly or indirectly interested in a proposed contract with the company or a contract that has been entered into by the company, he must tell the other directors of the nature and extent of that interest in accordance with the legislation.
- (F) If he has disclosed the nature and extent of his interest in accordance with paragraph (E), 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 or another company in which the company has an interest;
  - (ii) hold any other office or place of profit with the company (except that of auditor) in conjunction with his office of director for such period and upon such terms, including as to remuneration, as the directors may decide;
  - (iii) alone, or through a 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) be or become a director or other officer of, or employed by or otherwise be interested in any holding company or subsidiary company of the company or any other company in which the company has an interest; and
  - (v) be or become a director of any other company in which the company does not have an interest and which cannot reasonably be regarded as giving rise to a conflict of interest at the time of his appointment as a director of that other company.

*Benefits*

- (G) A director does not have to hand over to the company any benefit he receives or profit he makes as a result of anything authorised under paragraph (A) or allowed under paragraph (F) nor is any type of contract authorised under paragraph (A) or allowed under paragraph (F) liable to be avoided.

*Quorum and voting requirements*

- (H) A director cannot vote or be counted in the quorum on a resolution of the directors 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 the termination of the appointment.
  - (I) This paragraph 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 has a Relevant Interest in it.

- (J) A director cannot vote or be counted in the quorum on a resolution of the directors about a contract in which he has an interest and, if he does vote, his vote will not be counted, but this prohibition will not apply to any resolution where that interest cannot reasonably be regarded as likely to give rise to a conflict of interest or where that interest is included in the following list:-
- (i) a resolution about giving him any guarantee, indemnity or security for money which he or any other person has lent or obligations he or any other person has undertaken at the request of or for the benefit of the company or any of its subsidiary undertakings;
  - (ii) a resolution about giving any guarantee, indemnity or security to another 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;
  - (iii) a resolution about giving him any other indemnity where all other directors are also being offered indemnities on substantially the same terms;
  - (iv) a resolution about the company funding his expenditure on defending proceedings or the company doing something to enable him to avoid incurring such expenditure where all other directors are being offered substantially the same arrangements;
  - (v) 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;
  - (vi) a resolution about a contract in which he has an interest because of his interest in shares or debentures or other securities of the company or because of any other interest in or through the company;
  - (vii) 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 in that company). This does not apply if he knows that he has a Relevant Interest in that company;
  - (viii) a resolution about a contract relating to a pension fund, superannuation or similar scheme or 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 fund or scheme relates;
-

- (ix) a resolution about a contract relating to an arrangement for the benefit of employees of the company or of any of its subsidiary undertakings which only gives him benefits which are also generally given to the employees to whom the arrangement relates; and
  - (x) 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 people which includes directors.
- (K) A director will be treated as having a Relevant Interest in a company if he 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 of 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. Interests which are unknown to the director and which it is unreasonable to expect him to know about are ignored.
- (L) Where a company in which a director has a Relevant Interest is interested in a contract, the director will also be treated as being interested in that contract.
- (M) Subject to 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 these articles, they can also vote and be counted in the quorum as directors of the company in connection with any of these things.
- (N) If a question comes up at a meeting of the directors about whether a director (other than the chairman of the meeting) has an interest in a contract and whether it is likely to give rise to a conflict of 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 chairman of the meeting's ruling about any other director is final and conclusive unless the nature or extent of the director's interest (so far as it is known to him) has 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 or extent of the chairman's interest (so far as it is known to him) has not been fairly disclosed to the directors.

#### *General*

- (O) References in this article to
- (i) a contract include references to an existing or proposed contract and to an existing or proposed transaction or arrangement whether or not it is a contract; and
-

(ii) a conflict of interest include a conflict of interest and duty and a conflict of duties.

- (P) 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.

#### **99. 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.

#### **100. 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.
- (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 retained earnings),

using the figures shown on the then latest audited balance sheet.

Then:

- (iii) deduct any debit balance on retained earnings at the date of the audited balance sheet (if such a deduction has not already been made); 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 amounts in a currency other than US dollars 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 will be taken to be references to consolidated reserves.
- (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.

## 101. 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 people 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.

#### **102. 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.

#### **103. Official Seals**

The directors can use all the powers given by the legislation relating to official seals.

#### **104. Registers**

The company can 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.

#### **105. 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.

#### **106. 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.

#### **107. Notice of Directors' Meetings**

Directors' meetings are called by giving notice to all the directors. Notice is treated as properly given if it is 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 his entitlement to notice of any directors' meeting, including one which has already taken place and any waiver after the meeting has taken place will not affect the validity of the meeting or any business conducted at the meeting.

#### **108. 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 directors' 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.

#### **109. Directors below Minimum through Vacancies**

The directors can continue to act even if one or more of them stops being a director. 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).

---

**110. 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.

**111. Competence of Meetings**

A directors' meeting at which a quorum is present can exercise all the powers and discretions of the directors.

**112. 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.

**113. 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 people who are not directors to be members of the committee, and can give voting rights to such people. 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 will also apply to committee meetings (if they can apply to committee meetings), 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.

#### **114. Participation in Meetings**

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 people 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.

#### **115. 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.

#### **116. 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.

#### **117. 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.

#### **118. 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.

#### **119. 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.

#### **120. Payment of Interim and Fixed Dividends by Directors**

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.

#### **121. Calculation of Dividends**

All dividends will be declared 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.

#### **122. 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 whatever currency or currencies the directors decide using an exchange rate or exchange rates 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 alternative currencies on such terms and conditions as the directors may prescribe from time to time.

### **123. 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.

### **124. 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.

### **125. 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 another 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.
-

**126. 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 postal 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.

**127. 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.

**128. 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.

## 129. 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 or are treated as telling the company that they no longer wish to receive new shares.
  - (iii) A shareholder will be entitled to A shares or B shares (as appropriate) 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 five consecutive dealing days selected by the directors starting on or after 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 retained earnings); or
    - (b) any other sum which is available to be distributed.

The directors can do anything they think necessary to give effect to any such conversion into capital.
  - (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 rules 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.
- (xiv) The directors may not proceed with any election unless the company has unissued shares authorised for issue and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined.

### **130. 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.

### **131. 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.

### **132. 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. This 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. It 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 and so on is to be paid or made, or before any relevant resolution was passed.

### **133. 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.

### **134. Summary Financial Statements**

The company can send or supply summary financial statements to its shareholders instead of copies of its full reports and accounts.

### **135. Method of Service**

- (A) The company can send or supply any notice, document, including a share certificate, or other information 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 it relates to CREST shares;
-

- (iv) as authorised in writing by the relevant shareholder;
- (v) where appropriate, by sending or supplying it in electronic form to an address notified by the relevant shareholder to the company for that purpose; or
- (vi) where appropriate, by making it available on a website and notifying the shareholder of its availability in accordance with this article.

Where there are joint shareholders, the notice, document or other information will be sent or supplied to the first named joint holder and will be treated as having been sent or supplied to all the joint holders (unless the company has agreed otherwise with the joint holders).

- (B) Where there are joint shareholders, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint shareholders (unless the company has agreed otherwise with the joint holders). The agreement or specification of the first named joint holder will be accepted to the exclusion of the agreement or specification of the other joint shareholder(s) (unless the company has agreed otherwise with the joint holders).
- (C) If on two consecutive occasions any notice, document or other information sent or supplied to a shareholder has been returned undelivered, the company need not send or supply further notices, documents or other information to that shareholder until he has communicated with the company and supplied the company (or its agents) with a new registered address, or a postal address within the United Kingdom or The Netherlands for the service of notices and the despatch or supply of documents and other information, or has informed the company of an address for the service of notices and the sending or supply of documents and other information in electronic form. Any notice, document or other information sent by post will be treated as returned undelivered if the notice, document or other information is sent back to the company (or its agents), and any notice, document or other information sent or supplied in electronic form will be treated as returned undelivered if the company (or its agents) receives notification that the notice, document or other information was not delivered to the address to which it was sent.
- (D) The company may at any time and in its sole discretion choose to serve, send or supply notices, documents or other information in hard copy form alone to some or all members.

### **136. Record Date for Service**

Where the company sends or supplies notices, documents or other information 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, document or other information is sent or supplied. Any change of details on the register after that time will not invalidate the sending or supply and the company is not obliged to send or supply the same notice, document or other information to any person entered on the shareholders' register after the date selected by the company.

---

**137. 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 Netherlands postal address to which notices, documents or other information can be sent or supplied to him. If he does, he is entitled to have notices, documents or other information sent to him at that address or, where applicable, to be notified at that address of the availability of the notice, documents or other information on a website. 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 communications in electronic form. If he does, notices, documents or other information may, subject to these articles, be sent or supplied to him at that address, but this will be at the absolute discretion of the directors. Otherwise, he is not entitled to receive any notices, documents or other information from the company.
- (B) For a shareholder registered on a branch register, notices, documents or other information can be posted or despatched in the United Kingdom or in the country where the branch register is kept.

**138. 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 or supply of notices, documents and other information. If this is done, notices, documents and other information must be sent to that address or, where applicable, he must be notified at that address of the availability of the notice, document or other information on a website. 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 communications by electronic means. If this is done, notices, documents or other information may be sent or supplied to him at that address, but this will be at the absolute discretion of the directors, or, where applicable, he may be notified at that address of the availability of the notice, document or other information on a website. Otherwise, if any notice, document or other information is sent or supplied 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 any notice, document or other information is sent or supplied in accordance with this article, there is no need to send or supply it to any other people who may be involved.

**139. Deemed Delivery**

- (A) If any notice, document or other information is given, sent or supplied 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 any notice, document or other information was given, sent or supplied, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.

- (B) If any notice, document or other information 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, document or other information.
- (D) If any notice, document or other information is given, sent or supplied by the company using electronic means, it is treated as being received on the day it was sent even if the company subsequently sends a hard copy of such notice, document or other information by post. In the case of any notice, document or other information made available on a website, the notice, document or other information is treated as being received on the day on which the notice, document or other information was first made available on the website, or, if later, when a notice of availability is received or treated as being received by the shareholder in accordance with these articles. In proving that any notice, document or other information was given, sent or supplied by electronic means, it is sufficient to show that it was properly addressed.
- (E) If any notice, document or other information is given, sent or supplied 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.

#### **140. Notice When Post Not Available**

If there is a suspension or curtailment of postal services within any country to which notices will be sent to, the company need only give notice of a general meeting to those members affected by the suspension or curtailment with whom the company can communicate by electronic means and who have provided the company with an address for this purpose. The company shall also advertise the notice in at least one United Kingdom and one Dutch national newspaper, and make it available on its website from the date of such advertisement until the conclusion of the meeting or any adjournment thereof. If at least six clear days prior to the meeting the sending or supply of notices by post in hard copy form has again become generally possible, the company shall send or supply confirmatory copies of the notice by post to those members who would otherwise receive the notice in hard copy form.

#### **141. Presumptions 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;
  - (iii) all cancelled share certificates, after one year from the date they were cancelled; and
  - (iv) all proxy forms after one year from the date they were used if they were used for a poll, or after one month from the end of the meeting to which they relate if they were not used for a poll.
- (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 rules 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 paragraph (A);
  - (ii) it does not comply with the conditions in paragraph (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.

#### **142. Indemnity of Officers**

- (A) 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.
-

- (B) A director of the company, of any associated company or of any affiliate 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.

### 143. Arbitration

Unless article 144 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) so far as 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 sub-paragraph (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 (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 applies hereby waives, as far as 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 he or she may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

#### **144. Exclusive Jurisdiction**

- (A) This article applies to (i) a dispute (which would otherwise be subject to article 143) in any jurisdiction if a court in that jurisdiction determines that article 143 is invalid or unenforceable in relation to that dispute in that jurisdiction; and (ii) any derivative claim under the legislation.
- (B) For the purposes of paragraph (A), "court" means 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) so far as 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 sub-paragraph (C)(iii),
- can 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, 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.

#### **145. General Dispute Resolution Provisions**

- (A) For the purposes of articles 143 and 144, a "dispute" means any dispute, controversy or claim, other than (i) 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; (ii) in the case of article 143 only, any derivative claim under the legislation.
- (B) The governing law of these articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by article 143, shall be the substantive law of England.
-



- (C) The company shall be entitled to enforce articles 143 and 144 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers.
  - (D) References in articles 143 and 144 to:
    - (i) “company” includes each and any of the company's subsidiary undertakings from time to time; and
    - (ii) “director” includes each and any director of the company from time to time in his or her capacity as such or as employee of the company and extends to any former director of the company; and
    - (iii) “professional service providers” includes 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 143 and/or 144 (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 articles. Words are explained as they are used in the articles — they might mean different things in other documents. This Glossary is not legally part of the 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.

**derivative claim** An action which may be brought by a member on behalf of the company to enforce liability for breach by a director of his duties to the company.

**electronic form** A document is in electronic form if it is either sent by **electronic means** or it is sent by other means while in an electronic form e.g. a CD ROM.

**electronic means** A communication is sent by electronic means if it is sent by means of a telecommunications system. 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.

**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".

**hard copy form** A document is in hard copy form if it is in a paper copy or similar form.

**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.

**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 rules 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 legislation 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 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. 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".

**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.

**retire by rotation** Directors must retire at an annual general meeting after they have been in office for three years or if they have been appointed by the board since the last annual general meeting. This gives the shareholders the chance to confirm or renew the directors'

---

appointments by voting on whether to re-appoint them. In addition, non-executive directors who have acted as such for nine years must retire at every annual general meeting.

**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 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 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 €0.50 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 legislation.

**subsidiary undertaking** This is a term used by the legislation. 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** People who hold property of any kind for the benefit of one or more other people 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 people underwrites the share offer.

**warrant** or **dividend warrant** Similar to a cheque for a dividend.

---

---

**ARTICLES OF ASSOCIATION  
OF  
ROYAL DUTCH SHELL PLC  
(ARTICLES ADOPTED ON 20 MAY 2008)**

---

**Slaughter and May  
One Bunhill Row  
London EC1Y 8YY  
(Ref: RJYT/JGS)**

---



## CONTENTS

1. Exclusion of other Constitutional Regulations	1
2. Definitions	1
3. Rights of the A Shares and the B Shares	5
4. Dividend Access Arrangements relating to the B Shares	5
5. Rights of the Sterling Deferred Shares	6
6. Rights Attached to Shares	7
7. Redeemable Shares	7
8. Purchase of Own Shares	7
9. Variation of Rights	7
10. Pari Passu Issues	8
11. Unissued Shares	8
12. Payment of Commission	8
13. Trusts Not Recognised	9
14. Suspension of Rights Where Non-Disclosure of Interest	9
15. Uncertificated Shares	10
16. Right to Share Certificates	12
17. Share Certificates Sent at Holder's Risk	12
18. Replacement of Share Certificates	12
19. Execution of Share Certificates	13
20. Company's Lien on Shares Not Fully Paid	13
21. Enforcing Lien by Sale	13
22. Application of Proceeds of Sale	14
23. Calls	14
24. Timing of Calls	14
25. Liability of Joint Holders	14
26. Interest Due on Non-Payment	14
27. Sums Due on Allotment Treated as Calls	15
28. Power to Differentiate	15
29. Payment of Calls in Advance	15
30. Notice if Call or Instalment Not Paid	15
31. Form of Notice if Call or Instalment Not Paid	15
32. Forfeiture for Non-Compliance with Notice	16
33. Notice after Forfeiture	16

---

34. Sale of Forfeited Shares	16
35. Arrears to be Paid Notwithstanding Forfeiture	16
36. Statutory Declaration as to Forfeiture	16
37. Transfer	17
38. Signing of Transfer	17
39. Rights to Decline Registration of Partly Paid Shares	17
40. Other Rights to Decline Registration	18
41. No Fee for Registration	18
42. Untraced Shareholders	18
43. Transmission on Death	19
44. Entry of Transmission in Register	20
45. Election of Person Entitled by Transmission	20
46. Rights of Person Entitled by Transmission	20
47. Increase, Consolidation, Sub-Division and Cancellation	21
48. Fractions	21
49. Reduction of Capital	22
50. Location of general meetings	22
51. Form of Notice	22
52. Meeting in Different Places	22
53. Omission or Non-Receipt of Notice	24
54. Postponement of General Meetings	24
55. Quorum	24
56. Procedure if Quorum Not Present	25
57. Security Arrangements	25
58. Chairman of General Meeting	25
59. Orderly Conduct	26
60. Entitlement to Attend and Speak	26
61. Adjournments	26
62. Notice of Adjournment	27
63. Amendments to Resolutions	27
64. Amendments Ruled Out of Order	27
65. Votes of Shareholders	27
66. Method of Voting	27
67. Procedure if Poll Demanded	28
68. When Poll to be Taken	28

---

69. Continuance of Other Business after Poll Demand	28
70. Casting Vote of Chairman	29
71. Votes of Joint Holders	29
72. Voting on behalf of Incapable Member	29
73. No Right to Vote where Sums Overdue on Shares	29
74. Objections or Errors in Voting	29
75. Appointment of Proxies	30
76. Receipt of Proxies	30
77. Maximum Validity of Proxy	31
78. Form of Proxy	31
79. Cancellation of Proxy's Authority	31
80. Separate General Meetings	32
81. Headquarters of the Company	32
82. Number of Directors	32
83. Directors' Shareholding Qualification	32
84. Power of Company to Appoint Directors	32
85. Power of Directors to Appoint Directors	33
86. Retirement of Directors by Rotation	33
87. Filling Vacancies	33
88. Power of Removal by Special Resolution	33
89. Persons Eligible as Directors	33
90. Position of Retiring Directors	34
91. Vacation of Office by Directors	34
92. Alternate Directors	34
93. Executive Directors	35
94. Directors' Fees	36
95. Additional Remuneration	36
96. Expenses	36
97. Pensions and Gratuities for Directors	36
98. Directors' Interests	37
99. General Powers of Company Vested in Directors	41
100. Borrowing Powers	41
101. Agents	44
102. Delegation to Individual Directors	45
103. Official Seals	45

---

104. Registers	45
105. Provision for Employees	45
106. Directors' Meetings	46
107. Notice of Directors' Meetings	46
108. Quorum	46
109. Directors below Minimum through Vacancies	46
110. Appointment of Chairman	47
111. Competence of Meetings	47
112. Voting	47
113. Delegation to Committees	47
114. Participation in Meetings	48
115. Resolution in Writing	48
116. Validity of Acts of Directors or Committee	48
117. Appointment and Removal of the Secretary	48
118. Use of Seals	48
119. Declaration of Dividends by Company	49
120. Payment of Interim and Fixed Dividends by Directors	49
121. Calculation of Dividends	49
122. Currency of Dividends	49
123. Amounts Due on Shares can be Deducted from Dividends	50
124. No Interest on Dividends	50
125. Payment Procedure	50
126. Uncashed Dividends	51
127. Forfeiture of Unclaimed Dividends	51
128. Dividends Not in Cash	51
129. Scrip Dividends	52
130. Power to Capitalise Reserves and Funds	54
131. Settlement of Difficulties in Distribution	55
132. Power to Choose Any Record Date	55
133. Inspection of Records	55
134. Summary Financial Statements	55
135. Method of Service	55
136. Record Date for Service	56
137. Members Resident Abroad or on Branch Registers	57
138. Service of Notices on Persons Entitled by Transmission	57

---

139. Deemed Delivery	57
140. Notice When Post Not Available	58
141. Presumptions Where Documents Destroyed	58
142. Indemnity of Officers	59
143. Arbitration	60
144. Exclusive Jurisdiction	61
145. General Dispute Resolution Provisions	61
GLOSSARY	63