



# 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 March 2010

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-\_\_\_\_\_

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### SIGNATURES

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## 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>
5.1	Opinion of Slaughter and May, English solicitors to Royal Dutch Shell plc, as to certain matters of English law relating to the Guarantees of Royal Dutch Shell plc.
5.2	Opinion of Cravath, Swaine & Moore LLP, U.S. legal advisors to Royal Dutch Shell plc and Shell International Finance B.V., as to the validity of the Guaranteed Debt Securities issued as a matter of New York law.
5.3	Opinion of De Brauw Blackstone Westbroek London B.V., Dutch legal advisors to Shell International Finance B.V., as to certain matters of Dutch law relating to the Guaranteed Debt Securities of Shell International Finance B.V.

This Report on Form 6-K is incorporated by reference into the Registration Statement on Form F-3 of Royal Dutch Shell plc and Shell International Finance B.V. (Registration Numbers 333-155201 and 333-155201-01).

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**SIGNATURES**

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

Royal Dutch Shell plc  
(Registrant)

By: /s/ Michiel Brandjes

Name: Michiel Brandjes

Title: Company Secretary

Date: March 22, 2010

**[On Slaughter and May headed notepaper]**

18 March 2010

Your reference

The Directors  
Royal Dutch Shell plc  
Shell Centre  
London  
SE1 7NA

Our reference  
MJXT/DWZB  
Direct line  
+44 (0)20 7090 3789

Dear Sirs,

**US\$2,000,000,000 1.875 per cent. Guaranteed Notes due 2013;**  
**US\$1,250,000,000 4.375 per cent. Guaranteed Notes due 2020; and**  
**US\$1,000,000,000 5.500 per cent. Guaranteed Notes due 2040,**

(together, the “Notes”).

Introduction

1. We have acted as legal advisers to Royal Dutch Shell plc (the “**Company**”) as to English law in connection with the issue of the Notes by Shell International Finance B.V. (“**Shell Finance**”), unconditionally guaranteed by the Company as to the payment of principal and interest pursuant to an indenture dated 27 June 2006 and made between the Company, Shell Finance and Deutsche Bank Trust Company Americas (the “**Indenture**”). We have taken instructions solely from the Company.
  2. This opinion is addressed to the Company and delivered in connection with the registration statement (No. 333-155201) on Form F-3 as filed with the United States Securities and Exchange Commission (the “**SEC**”) on 7 November 2008 (the “**Registration Statement**”) and the prospectus supplement relating to the Notes filed with the SEC on 18 March 2010 (the “**Prospectus Supplement**”). We have not been concerned with investigating or verifying the facts set out in the Registration Statement or the Prospectus Supplement.
  3. For the purposes of this opinion, we have examined copies of each of the following documents:
    - (a) the Indenture;
    - (b) the underwriting agreement dated 18 March 2010 and made between the Company, Shell Finance, Barclays Capital Inc., Credit Suisse Securities (USA)
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LLC and RBS Securities Inc. in respect of the Notes (the “**Underwriting Agreement**”);

- (c) the terms agreement dated 18 March 2010 and made between the Company, Shell Finance, Barclays Capital Inc., Credit Suisse Securities (USA) LLC and RBS Securities Inc. in respect of the Notes (the “**Terms Agreement**”);
  - (d) the Registration Statement;
  - (e) the Prospectus Supplement;
  - (f) the pro forma final form of the Notes to be dated on or about 25 March 2010;
  - (g) a certificate of the Assistant Company Secretary of the Company dated 22 March 2007 and the documents annexed thereto;
  - (h) a certificate of the Assistant Company Secretary of the Company dated the date hereof and the documents annexed thereto; and
  - (i) the entries shown on the CH Direct print out obtained by us from the Companies House database on the date hereof of the file of the Company maintained at Companies House (the “**Company Search**”).
4. We have not been involved in the preparation or the negotiation of the Indenture, the Underwriting Agreement, the Terms Agreement or the Notes and our role has been limited to the writing of this opinion.
5. This opinion sets out our opinion on certain matters of English law as at today’s date. We have not made any investigation of, and do not express any opinion on, any other law. This opinion is to be governed by and construed in accordance with English law.

Assumptions

6. For the purposes of this opinion, we have assumed each of the following:
- (a) all signatures are genuine;
  - (b) the conformity to original documents of all copy (including electronic copy) documents examined by us;
  - (c) the Indenture has been duly executed and delivered by the parties thereto in the form examined by us;
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- (d) the capacity, power and authority of each of the parties to the Indenture (other than the Company) to execute, deliver and exercise its rights and perform its obligations under the Indenture;
- (e) the accuracy and completeness of the statements made in the certificates of the Assistant Company Secretary of the Company referred to in paragraphs 3(g) and (h) above;
- (f) (i) the information disclosed by the Company Search and by our telephone search at the Central Registry of Winding-Up Petitions on the date hereof in relation to the Company (the “**Telephone Search**”) was complete, accurate and up to date as at the date hereof and has not since then been altered or added to; (ii) no application has been made or petition presented to a court, and no order has been made by a court, for the winding-up or administration of the Company, and no step has been taken to dissolve the Company; (iii) the Company has not made any proposal for a voluntary arrangement or obtained a moratorium under Part I of the Insolvency Act 1986 (as amended); (iv) the Company has not given any notice in relation to or passed any voluntary winding-up resolution; (v) no liquidator, administrator, receiver, administrative receiver, trustee in bankruptcy or similar officer has been appointed in relation to the Company or any of its assets or revenues, and no notice has been given or filed in relation to the appointment of such an officer; (vi) the Company Search and the Telephone Search did not fail to disclose any information relevant for the purposes of this opinion; and (vii) no insolvency proceedings or analogous procedures have been commenced in any jurisdiction outside of England and Wales in relation to the Company or any of its assets or revenues.

It should be noted that information required to be filed with the Registrar of Companies or the Central Registry of Winding-Up Petitions is not in all cases required to be filed immediately and, once filed, the information may not be made publicly available immediately (or at all). Furthermore, information filed with a District Registry or County Court may not, and in the case of administrations will not, become publicly available at the Central Registry of Winding-Up Petitions. However, the certificate of the Assistant Company Secretary referred to in paragraph 3(h) above confirms that to the Assistant Company Secretary’s knowledge, no such event had occurred as at the date hereof;

- (g) the Indenture will constitute valid, binding and enforceable obligations of the parties thereto under the laws of the State of New York (“**New York law**”) by which law the Indenture is expressed to be governed;
  - (h) no law of any jurisdiction outside England and Wales would render the execution, authentication, delivery or issue of the Indenture illegal, ineffective or contrary to public policy and that, insofar as any obligation under the Indenture is performed
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in, or is otherwise subject to, any jurisdiction other than England and Wales, its performance will not be illegal, ineffective or contrary to public policy by virtue of the law of that jurisdiction;

- (i) the Indenture was entered into by the Company in good faith and in furtherance of the Company's objects under its Memorandum of Association and is in the best interests and to the advantage of the Company;
- (j) the Indenture has the same meaning and effect as if it were governed by English law; and
- (k) since 27 June 2006, no amendments have been made to the Indenture which continues in full force and effect as at the date hereof.

#### Opinion

- 7. Based on and subject to the foregoing and to the reservations below, and subject to any matters not disclosed to us, we are of the opinion that:
    - (a) the Company is a public company limited by shares duly incorporated under the laws of England and Wales and is a validly existing company;
    - (b) the Indenture has been duly authorised by the Company;
    - (c) the signing and delivery of the Indenture by the Company and the exercise of its rights and the performance of its obligations under the Indenture is not prohibited by the Memorandum of Association or the Articles of Association of the Company;
    - (d) on the assumption that the Indenture creates valid and binding obligations of the parties under New York law, English law will not prevent any provision of the Indenture from being valid and binding obligations of the Company;
    - (e) the statements made in the Base Prospectus under the caption "Taxation — U.K. Taxation" when read together with the statements made in the Prospectus Supplement under the caption "Taxation", insofar as they purport to summarise the material U.K. tax consequences for a U.S. holder of an investment in the Notes, fairly summarise the matters therein described; and
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- (f) the statements in the Registration Statement in the third, fourth and fifth paragraphs of the section headed “Enforceability of Certain Civil Liabilities”, insofar as they refer to statements of law or legal conclusions, in all material respects present fairly the information shown.

#### Reservations

8. Our opinion is qualified by the following reservations:

- (a) undertakings, covenants and indemnities contained in the Indenture may not be enforceable before an English court insofar as they purport to require payment or reimbursement of the costs of any unsuccessful litigation brought before an English court;
  - (b) insofar as any obligation under the Indenture is to be performed in any jurisdiction other than England and Wales, an English court may have to have regard to the law of that jurisdiction in relation to the manner of performance and the steps to be taken in the event of defective performance;
  - (c) we express no opinion as to whether specific performance, injunctive relief or any other form of equitable remedy would be available in respect of any obligation of the Company under or in respect of the Indenture;
  - (d) the obligations of the Company under or in respect of the Indenture will be subject to any law from time to time in force relating to insolvency, liquidation or administration or any other law or legal procedure affecting generally the enforcement of creditors’ rights;
  - (e) in our opinion, under English law there is doubt as to the enforceability in the United Kingdom, in original actions or in actions for enforcement of judgments of United States courts, of liabilities predicated upon United States Federal or State securities laws;
  - (f) the searches referred to in paragraph 6(f) above may not reveal whether insolvency proceedings or analogous procedures have been commenced in jurisdictions outside England and Wales; and
  - (g) our opinions in paragraphs 7(e) and 7(f) above are based upon existing statutory, regulatory and judicial authority, all of which may be changed at any time with retrospective effect. Any change in applicable laws or the facts and circumstances surrounding the offering of the Notes, or any inaccuracy in the statements upon which we have relied, may affect the continuing validity of our
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opinions in paragraphs 7(e) and 7(f) above. We assume no responsibility to inform you of any such change or inaccuracy that may occur or come to our attention.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. This opinion is being provided to the Company in connection with the Registration Statement and the Prospectus Supplement and may not be reproduced, quoted, summarised or relied upon by any other person or for any other purpose without our express written consent.

Yours faithfully,

/s/ Slaughter and May

[Letterhead of]  
**CRAVATH, SWAINE & MOORE LLP**  
[New York Office]

March 19, 2010

Shell International Finance B.V.  
Royal Dutch Shell plc  
1.875% Guaranteed Notes due 2013  
4.375% Guaranteed Notes due 2020  
5.500% Guaranteed Notes due 2040

Ladies and Gentlemen:

We have acted as counsel to Shell International Finance B.V., a limited liability company incorporated under the laws of the Netherlands (the "Company"), and Royal Dutch Shell plc, a public company incorporated under the laws of England and Wales (the "Guarantor"), in connection with the public offering and sale by the Company of \$2,000,000,000 aggregate principal amount of 1.875% Guaranteed Notes due 2013 (the "2013 Notes"), \$1,250,000,000 aggregate principal amount of 4.375% Guaranteed Notes due 2020 (the "2020 Notes") and \$1,000,000,000 aggregate principal amount of 5.500% Guaranteed Notes due 2040 (the "2040 Notes", and together with the 2013 Notes and the 2020 Notes, the "Notes", and the unconditional guarantee as to the payments of principal and interest on the Notes by the Guarantor, the "Guarantees") to be issued under an Indenture (the "Indenture"), dated as of June 27, 2006, among the Company, the Guarantor and Deutsche Bank Trust Company Americas, as trustee (the "Trustee").

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for purposes of this opinion, including the Indenture and the Registration Statement on Form F-3 (Registration No. 333-155201) (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act") relating to the registration under the Securities Act of various securities of the Company.

As to various questions of fact material to this opinion, we have relied upon representations of officers or directors of the Company and the Guarantor and documents furnished to us by the Company and the Guarantor without independent verification of their accuracy. We have also assumed (a) the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies and (b) that the Indenture has been duly authorized, executed and delivered by, and represents a legal, valid and binding obligation of, the Trustee.

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Based on the foregoing, we are of opinion that, assuming that the Notes to be issued by the Company have been duly authorized and executed by the Company, and, when the Notes are authenticated in accordance with the provisions of the Indenture and delivered and paid for as contemplated in the Registration Statement, as amended, the Notes and the Guarantees will constitute legal, valid and binding obligations of the Company and the Guarantor, as applicable, enforceable against the Company and the Guarantor in accordance with their terms and entitled to the benefits of the Indenture (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether such enforceability is considered in a proceeding in equity or at law).

We are admitted to practice in the State of New York and we express no opinion as to matters governed by any laws other than the laws of the State of New York and the Federal laws of the United States of America. In particular, we do not purport to pass on any matter governed by the laws of England and Wales or The Netherlands. For purposes of our opinion, we have assumed that (i) the Guarantor has been duly incorporated and is a validly existing company under the laws of England and Wales and (ii) the Indenture and Notes have been duly authorized, executed and delivered by the Guarantor. With respect to all matters of English law, we note that you are being provided with the opinion, dated the date hereof, of Slaughter and May, English counsel to the Guarantor. For purposes of our opinion, we have also assumed that (i) the Company has been duly incorporated and is a validly existing company under the laws of The Netherlands and (ii) the Indenture and the Notes have been duly authorized, executed and delivered by the Company. With respect to all matters of Dutch law, we note that you are being provided with the opinion, dated the date hereof, of De Brauw Blackstone Westbroek London N.V., Dutch counsel to the Guarantor and the Company.

We hereby consent to the filing of this opinion with the Securities and Exchange Commission (the "Commission") as an exhibit to the Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the Registration Statement and the Prospectus Supplement related to the offering of the Notes, dated March 18, 2010. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Cravath, Swaine & Moore LLP

Royal Dutch Shell plc  
Shell International Finance B.V.  
Carel van Bylandtlaan 30  
2596 HR  
The Hague  
The Netherlands

Advocaten  
Notarissen  
Belastingadviseurs

**DE BRAUW  
BLACKSTONE  
WESTBROEK**

To  
Shell International Finance B.V.  
Carel van Bylandtlaan 30  
2596 HR Den Haag

5th Floor East Wing  
10 King William Street  
London EC4N 7TW

T +44 20 7337 3510  
F +44 20 7337 3520

Date 19 March 2010

E. Meyer Swantee  
advocaat

Our ref. M8252130/1/91004624

Dear Sir/Madam,

**Shell International Finance B.V. (the “Issuer”)**

**USD 2,000,000,000 1.875% Notes due 2013**  
**USD 1,250,000,000 4.375% Notes due 2020**  
**USD 1,000,000,000 5.500% Notes due 2040**  
**(together the “Notes”)**

**guaranteed by the Guarantor**

**1 Introduction**

My partner Niek Biegman has acted as Dutch legal adviser (*advocaat*) to the Issuer in connection with the Registration by the Issuer and the Guarantor with the SEC of (i) senior debt securities and (ii) subordinated debt securities which may be issued by the Issuer and which will be fully and unconditionally guaranteed by the Guarantor and (iii) senior and subordinated debt securities, warrants, class A ordinary shares and class B ordinary shares which may be issued by the Guarantor.

In addition, I act as Dutch legal adviser (*advocaat*) to the Issuer in connection with the issue by it of the Notes.

Certain terms used in this opinion are defined in the **Annex** (*Definitions*).

**De Brauw Blackstone Westbroek London is a branch of De Brauw Blackstone Westbroek London B.V., registered with the Commercial Register in The Hague, The Netherlands under no. 27172367; registered with the Companies Register in England & Wales under Branch number BR4545.**

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## 2 Dutch Law

This opinion is limited to Dutch law in effect on the date of this opinion. It (including all terms used in it) is to be construed in accordance with Dutch law.

## 3 Scope of Inquiry

For the purpose of this opinion, I have examined the following documents:

### 3.1 A copy of:

- (a) each Agreement signed by the Issuer;
- (b) the Form of Security;
- (c) the Registration Statement, including the Prospectus (excluding the documents incorporated into it by reference and any exhibits to it);
- (d) the Supplement; and
- (e) the Free Writing Prospectus.

### 3.2 A copy of:

- (a) the Issuer's deed of incorporation and its articles of association, as provided to me by the Chamber of Commerce; and
- (b) the Trade Register Extract.

### 3.3 A copy of each Corporate Resolution.

### 3.4 A copy of the Power of Attorney.

In addition, I have obtained the following confirmation given on the date of this opinion:

### 3.5 Confirmation by telephone from the Chamber of Commerce that the Trade Register Extract is up to date.

### 3.6

- (a) Confirmation by telephone from the court registry of the District Court of the place where the Issuer has its corporate seat, derived from that

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Court's Insolvency Register; and

- (b) confirmation through [www.rechtspraak.nl](http://www.rechtspraak.nl), derived from the segment for EU registrations of the Central Insolvency Register; in each case that the Issuer is not registered as being subject to Insolvency Proceedings.

I have not examined any document, and do not express an opinion on, or on any reference to, any document other than the documents referred to in this paragraph 3. My examination has been limited to the text of the documents and I have not investigated the meaning and effect of any document governed by a law other than Dutch law under that other law.

#### 4 Assumptions

For the purpose of this opinion, I have made the following assumptions:

##### 4.1

- (a) Each copy document conforms to the original and each original is genuine and complete.
- (b) Each signature is the genuine signature of the individual concerned.
- (c) Each confirmation referred to in this opinion is true.
- (d) Each Agreement has been or will have been entered into, and all Notes have been or will have been issued, in the form referred to in this opinion and the Terms and Conditions conform to the terms and conditions in the Indenture in all material respects. The Registration Statement has been or will have been filed with the SEC, in the form referred to in this opinion.

##### 4.2

- (a) Each Corporate Resolution has been validly passed and remains in full force and effect without modification. Each extract from minutes is a true and complete record of the proceedings described in it in a duly convened, constituted, and quorate meeting.
- (b) There is no works council whose advice on the Company's entry into the Agreements or the issue and performance of Notes must be sought pursuant to the Works Councils Act (*Wet op de ondernemingsraden*).

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4.3

- (a) Each Agreement is within the capacity and powers of, and has or will have been validly authorised and entered into by, each party other than the Issuer.
- (b) Where required, the Notes have been or will have been validly authenticated in accordance with the Indenture.
- (c) The Power of Attorney:
  - (i) has been signed on behalf of the Issuer by two of its managing directors; and
  - (ii) remains in full force and effect without modification;and no rule of law which under the 1978 The Hague Convention on the Law applicable to Agency applies or may be applied to the existence and extent of the authority of any person authorised to sign any Agreement on behalf of the Issuer under the Power of Attorney, adversely affects the existence and extent of that authority as expressed in the Power of Attorney.
- (d) Each Agreement and the Notes have been signed on behalf of the Issuer by two of its managing directors or, in case of the Terms Agreement or the Underwriting Agreement, by a person authorised to do so under the Power of Attorney.
- (e) All Notes have been or will have been signed on behalf of the Issuer, manually or, with the approval of the managing directors concerned, in facsimile by its managing directors in accordance with its articles of association.

4.4 Under New York law by which each Agreement and the Notes are expressed to be governed when validly signed by all the parties, each Agreement and the Notes are valid, binding on and enforceable against each party.

4.5

- (a) The Notes have been, are and will be offered to the public (*aangeboden aan het publiek*) in the Netherlands in accordance with the FMISA.
- (b) At the time when it disposed or disposes of the Notes in the context of the offer of the Notes, the Issuer did or does not possess inside information (*voorwetenschap*) in respect of the Issuer, the Guarantor or

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the trade in the Notes.

- 4.6 None of the Notes qualify as game or wager (*spel en weddenschap*) within the meaning of Section 7A:1825 Civil Code, “CC”) and no issue of Notes falls within the scope of the Games and Chance Act (*Wet op de kansspelen*).
- 4.7 The Issuer complies with Section 3:2 FMSA and therefore does not require a banking licence pursuant to that Act.
- 4.8 No Notes will be issued exceeding the aggregate maximum amount of USD 15,000,000,000 under the Registration and/or the Debt Programme taken together.
- 4.9 The Agreements and each transaction entered into pursuant to them have been entered into on an arm’s length basis.

## 5 Opinion

Based on the documents and confirmations referred to and the assumptions made in paragraphs 3 and 4 and subject to the qualifications in paragraph 6 and to any matters not disclosed to me, I am of the following opinion:

- 5.1 The Issuer has been incorporated and exists as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*).
- 5.2
  - (a) The Issuer has the corporate power to enter into and perform each Agreement and to issue and perform the Notes.
  - (b) The Issuer has taken all necessary corporate action to authorise its entry into and performance of each Agreement and its issue and performance of the Notes.
  - (c) The Issuer has validly signed each Agreement and the Notes.
- 5.3 The entry into and performance of each Agreement and the issue and performance of the Notes, by the Issuer do not violate Dutch law or the Issuer’s articles of association.
- 5.4 The choice of New York law as the governing law of each Agreement and the Notes is recognised and accordingly that law governs the validity, binding effect on and enforceability against the Issuer of each Agreement and the Notes.

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5.5 The statements in the Prospectus as supplemented by the Supplement under the heading “Taxation — Dutch taxation” and “Enforceability of Certain Civil Liabilities”, to the extent that they are statements as to Dutch law, are correct.

## 6 Qualifications

This opinion is subject to the following qualifications:

6.1 This opinion is subject to any limitations arising from bankruptcy, suspension of payments, emergency measures, (other) Insolvency Proceedings or other laws relating to or affecting the rights of creditors.

6.2 Notwithstanding the recognition of New York law as the governing law of the Indenture and the Notes:

- (a) effect may be given to the law of another jurisdiction with which the situation has a close connection, insofar as, under the law of that jurisdiction, that law is mandatory irrespective of the governing law of the Indenture or the Notes, as applicable;
- (b) Dutch law will be applied insofar as it is mandatory irrespective of the governing law of the Indenture or the Notes, as applicable;
- (c) the application of New York law may be refused if it is manifestly incompatible with Dutch public policy; and
- (d) regard will be given to the law of the jurisdiction in which performance takes place in relation to the manner of performance and the steps to be taken in the event of defective performance.

6.3 The recognition of New York law as the governing law of the Terms Agreement and the Underwriting Agreement:

- (a) will not prejudice the application of provisions of Dutch law which cannot be derogated from by agreement, if all elements relevant to the situation at the time when the Terms Agreement or Underwriting Agreement was entered into (other than the choice of New York law as the governing law of the Terms Agreement or Underwriting Agreement, as applicable) are located in the Netherlands;
- (b) will not prejudice the provisions of the law of the European Community (where appropriate as implemented in the Netherlands) which cannot be derogated from by agreement if all elements relevant to the situation at the time when the Terms Agreement or Underwriting Agreement was

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entered into (other than the choice of New York law as the governing law of the Terms Agreement or the Underwriting Agreement, as applicable) are located in one or more Member States of the European Union;

(c)

- (i) will not restrict the application of the overriding provisions of Dutch law; and
- (ii) will not prevent that effect be given to the overriding provisions of the law of the jurisdiction where obligations arising out of the Terms Agreement or the Underwriting Agreement, as applicable, have to be or have been performed, insofar as those provisions render the performance unlawful;

(and for this purpose “overriding provisions” are provisions the respect for which is regarded as crucial by a jurisdiction for safeguarding its public interests to such an extent that they are applicable to any situation falling within their scope, irrespective of the law otherwise applicable to an agreement);

- (d) will not prevent that the application of New York law be refused if it is manifestly incompatible with Dutch public policy (*ordre public*); and
- (e) will not prevent that in relation to the manner of performance and the steps to be taken in the event of defective performance, regard shall be had to the law of the jurisdiction in which performance takes place.

**6.4** The enforcement in the Netherlands of each Agreement and the Notes and of foreign judgments is subject to Dutch rules of civil procedure.

**6.5** The enforceability of each Agreement and the Notes may be limited under the 1977 Sanction Act (*Sanctiewet 1977*) or otherwise by international sanctions.

**6.6** A final judgment in respect of the Agreements and the Notes, rendered by a court of another country in favour of a party to the Agreements, or any holder of a Note against the Issuer, will be recognized and enforced by the Dutch courts subject to the conditions and limitations of a convention or treaty on the recognition and enforcement of judgments in civil and commercial matters between such country and the Netherlands and subject to the rules and regulations promulgated pursuant thereto.

**6.7** In the absence of an applicable convention between the United States of America and the Netherlands providing for reciprocal recognition and

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enforcement of judgments in civil and commercial matters, a judgment rendered by a U.S. court in favour of a party to the Agreements or any holder of a Note against the Issuer will not be recognised and enforced by the Dutch courts; in order to obtain a judgment which is enforceable against the Dutch Issuer in the Netherlands, such party will have to file its claim against the Issuer with the competent Netherlands court and may submit in the course of the proceedings the final judgment which has been rendered in the United States; if the Dutch court finds that the jurisdiction of the court in the United States has been based on grounds which are internationally acceptable and that proper legal procedures have been observed, the Dutch court would, in principle, give binding effect to the final judgment which has been rendered in the United States unless such judgment contravened Netherlands principles of public policy.

- 6.8** To the extent that Dutch law applies, any provision that the holder of a Note may be treated as its absolute owner may not be enforceable under all circumstances.
- 6.9** To the extent that Dutch law applies, title to a Note may not pass if (i) the Note is not delivered (*geleverd*) in accordance with Dutch law, (ii) the transferor does not have the power to pass on title (*beschikkingsbevoegdheid*) to the Note, or (iii) the transfer of title is not made pursuant to a valid title of transfer (*geldige titel*).
- 6.10** To the extent that Dutch law applies, a power of attorney (including a proxy) (a) does not preclude the principal from performing the legal acts covered by the power of attorney and (b) can be made irrevocable only (i) insofar as it has been granted for the purpose of performing a legal act in the interest of the authorised person or a third party, and (ii) subject to any amendments made or limitations imposed by the courts on serious grounds (*gewichtige redenen*).
- 6.11** To the extent that the Indenture, the Notes or the Terms and Conditions are general conditions within the meaning of Section 6:231 CC, a holder of a Note may nullify (*vernietigen*) a provision therein if (i) the Issuer has not offered the holder a reasonable opportunity to examine the Terms and Conditions, or (ii) the provision, having regard to all relevant circumstances, is unreasonably onerous to the holder. A provision in general conditions as referred to in Section 6:236 CC is deemed to be unreasonably onerous, irrespective of the circumstances, if the holder of a Note is a natural person not acting in the conduct of a profession or trade. The provisions in Sections 5.02 and 5.03 of the Indenture might fall within the scope of Section 6:236 CC.
- 6.12** If any Note has been signed on behalf of the Issuer (manually or in facsimile) by a person who is on the signing date, but ceases to be before the date of the

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Note and its authentication and issue, a duly authorised representative of the Issuer, enforcement of the Note in a Dutch court may require that the holder of the Note submit a copy of the Indenture.

- 6.13** To the extent that Dutch law applies, the provisions in the Indenture to the effect that in any proceedings brought by the Trustee (and also proceedings in which a declaratory judgment of a court may be sought as to the interpretation or construction of any provision of the Indenture to which the Trustee shall be a party), the Trustee shall be held to represent all the Holders (as defined therein) of the Notes to which such proceedings relate, and that it shall not be necessary to make any Holders of such Notes parties to any such proceedings, may not be enforceable.
- 6.14** To the extent that Dutch law applies, the provisions in the Indenture to the effect that no Holder (as defined therein) of any Note of any series shall have the right by virtue or by availing of any provision of the Indenture to institute any action or proceeding at law or in equity or in bankruptcy or otherwise upon or under or with respect to the Indenture, or for the appointment of an administrator, *bewindvoerder*, receiver, liquidator, *curator*, sequestrator, trustee or other similar officer or for any other remedy under the Indenture, unless such Holder previously shall have given to the Trustee written notice as further provided in the Indenture, may not be enforceable under all circumstances.
- 6.15** In proceedings in a Dutch court for the enforcement of any Agreement or the Notes the court may mitigate amounts due in respect of litigation and collection costs.
- 6.16** Under Dutch law any trust to which the Convention on the Law applicable to Trusts and their Recognition 1985 (the “**Trust Convention**”) applies, will be recognised subject to the Trust Convention. Any trust to which the Trust Convention does not apply may not be recognised.
- 6.17**
- (a) An extract from the Trade Register does not provide conclusive evidence that the facts set out in it are correct. However, under the 2007 Trade Register Act (*Handelsregisterwet 2007*), subject to limited exceptions, a legal entity or partnership cannot invoke the incorrectness or incompleteness of its Trade Register registration against third parties who were unaware of the incorrectness or incompleteness.
- (b) A confirmation derived from an Insolvency Register does not provide conclusive evidence that an entity is not subject to Insolvency Proceedings.

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6.18 I do not express any opinion on:

- (a) the validity of any lien as security of the Notes of one or more series of any property or assets as contemplated by Section 7.07 of the Indenture for whatever purpose contemplated by the said section of the Indentures or any (other) rights *in rem*;
- (b) any taxation matters, except for paragraph 5.5.

## 7 **Reliance**

This opinion is addressed to and may be relied upon by the Issuer for the purpose of the Registration of the Notes and not by any other person or for any other purpose. In relying on this confirmation letter, the Issuer agrees that:

- (a) (other than as set out below) it shall not supply this opinion, or disclose its contents or existence, to any person for any purpose; and
- (b) only De Brauw shall have any liability in connection with this opinion, the agreement in this paragraph 7 and all liability and other matters relating to this opinion shall be governed exclusively by Dutch law and the Dutch courts shall have exclusive jurisdiction to settle any dispute relating to this opinion.

The Issuer may:

- (i) file this opinion as an exhibit to the Registration Statement; and
- (ii) refer to De Brauw under the headings “Enforceability of Certain Civil Liabilities”, “Taxation- Dutch Taxation” and “Legal Matters” in the Prospectus as supplemented by the Supplement.

The previous paragraph is no admittance from me (or De Brauw) that I am (or De Brauw is) in the category of persons whose consent for the filing and reference in that paragraph is required under Section 7 of the Securities Act or any rules or regulations of the SEC promulgated under it.

Yours faithfully,

De Brauw Blackstone Westbroek London B.V.  
Ernest Meyer Swantee

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## Annex — Definitions

### Part 1 — General

In this opinion:

“**Agreements**” is defined in part 3 (*Issue Documents*) of this Annex.

“**CC**” means the Civil Code (*Burgerlijk Wetboek*).

“**Chamber of Commerce**” means the Chamber of Commerce and Industry (*kamer van koophandel en fabrieken*) of the place where the Issuer has its corporate seat.

“**Corporate Resolution**” is defined in part 2 (*Issuer*) of this Annex.

“**De Brauw**” means De Brauw Blackstone Westbroek London B.V.

“**Debt Programme**” means the USD 25,000,000,000 debt securities programme under which Royal Dutch Shell plc and the Issuer act as issuers and the Guarantor acts as a guarantor.

“**FMSA**” means the Financial Markets Supervision Act (*Wet op het financieel toezicht*).

“**Form of Security**” means the form of global security for the Notes of the Issuer filed as Exhibit 4.7 with the Registration Statement.

“**Free Writing Prospectus**” is defined in part 3 (*Issue Documents*) of this Annex.

“**Guarantor**” means Royal Dutch Shell plc.

“**Indenture**” is defined in part 3 (*Issue Documents*) of this Annex.

“**Insolvency Proceedings**” means insolvency proceedings as defined in Article 2(a) of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings.

“**Issuer**” is defined in part 2 (*Issuer*) of this Annex.

“**New York law**” means the laws of the State of New York.

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“**Notes**” means the (i) USD 2,000,000,000 1.875% Notes due 2013, (ii) USD 1,250,000,000 4.375% Notes due 2020 and (iii) USD 1,000,000,000 5.500% Notes due 2040 and includes, where the context permits:

- (a) the Notes in all forms referred to in this opinion and the coupons pertaining to the Notes in definitive form; and
- (b) the Terms and Conditions.

“**Power of Attorney**” is defined in part 2 (*Issuer*) of this Annex.

“**Prospectus**” is defined in part 3 (*Issue Documents*) of this Annex.

“**Registration**” means the registration of the Securities with the SEC under the Securities Act.

“**Registration Statement**” means the registration statement on form F-3 dated 7 November 2008 in relation to the Registration (excluding any documents incorporated by reference in it and any exhibits to it).

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended.

“**Supplement**” is defined in part 3 (*Issue Documents*) of this Annex.

“**Terms Agreement**” is defined in part 3 (*Issue Documents*) of this Annex.

“**Terms and Conditions**” is defined in part 3 (*Issue Documents*) of this Annex.

“**Trade Register Extract**” is defined in part 2 (*Issuer*) of this Annex.

“**Underwriters**” means the Underwriters named in the Underwriting Agreement.

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**Part 2 — Issuer**

In this opinion:

“**Corporate Resolution**” means each of:

- (a) a written resolution of the Issuer’s managing board dated 31 May 2005;
- (b) a supplemental written resolution of the Issuer’s managing board dated May 2006;
- (c) a written resolution of the Issuer’s managing board (*directie*) with the heading “Memorandum to the Board of Management of Shell International Finance B.V.”, which is dated 5 November 2008; and
- (d) a board resolution of the Issuer’s managing board headed “Memorandum to the Board of Management of Shell International Finance B.V.” signed by all managing directors of the Issuer and dated 29 January 2010.

“**Issuer**” means Shell International Finance B.V., with corporate seat in The Hague.

“**Power of Attorney**” means a power of attorney granted by the Issuer to Cheryl Sunderland, Maria Cooper, Nick Wakefield, Karin Hawkins and Michael Ashworth and dated 11 March 2010.

“**Trade Register Extract**” means a Trade Register extract relating to the Issuer provided by the Chamber of Commerce and dated 17 March 2010.

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### Part 3 — Issue Documents

In this opinion:

“**Agreements**” means the Indenture, the Terms Agreement and the Underwriting Agreement.

“**Free Writing Prospectus**” means the pricing term sheets for the Notes, filed as a “Free Writing Prospectus” with the SEC on 18 March 2010.

“**Indenture**” means an indenture dated 27 June 2006 for senior debt securities between the Issuer, the Guarantor and Deutsche Bank Trust Company Americas as trustee and includes the terms and conditions of the notes to be issued under the Registration.

“**Prospectus**” means the prospectus dated 7 November 2008 for the Notes on Form F-3 relating to the Registration.

“**Supplement**” means a preliminary prospectus supplement to the Prospectus dated 18 March 2010.

“**Terms Agreement**” means a terms agreement dated 18 March 2010 between the Issuer, the Guarantor and the Underwriters.

“**Terms and Conditions**” means the terms and conditions of the Notes.

“**Underwriting Agreement**” means an underwriting agreement dated 18 March 2010 between the Issuer, the Guarantor and the Underwriters.

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