

## **DEED OF FORMATION**

of the

### **Stichting Shell Reserves Compensation Foundation**

having its registered office in The Hague

This day, the tenth day of April two thousand and seven, there appeared before me, Frank Jan Oranje, civil-law notary in The Hague:

Ms Martine Goudkade, choosing in the present case as address for service the office of Pels Rijcken & Droogleevers Fortuijn N.V. in (2595 AA) The Hague, at Koningin Julianaplein 10, born in Gouda on the sixth day of July nineteen hundred and eighty-two, acting in the present case as the person holding a written power of attorney of:

1. Prof. Matheus Johannes Gemma Clemens Raaijmakers, residing in (5671 AJ) Nuenen, at Beukenlaan 18, born in Made en Drimmelen on the twenty-first day of November nineteen hundred and forty-four, married, whose identity was established on the basis of a Dutch passport issued in Nuenen, Gerwen en Nederwetten on the twentieth day of December two thousand and six, with number NW68JRF79;
2. Prof. Maarten Job Kroeze, residing in (2518 TD) The Hague, at Merlenstraat 85, born in Utrecht on the eighteenth day of January, nineteen hundred and seventy, married, whose identity was established on the basis of a Dutch passport issued in The Hague on the fourteenth day of June, two thousand and two, with number NC4811221;
3. Mr Gilles Izeboud, RA, residing in (2101 GC) Heemstede, at Van Merlenlaan 33, born in Koudekerke on the thirty-first day of October nineteen hundred and forty-two, married, whose identity was established on the basis of a Dutch passport issued in Heemstede on the third day of May, two thousand and five, with number NJ1398393.

#### Power of attorney.

The power of attorney of the person appearing was shown by three private instruments, which will be attached to this deed.

The person appearing, acting in this capacity, stated to establish a Foundation to be governed by the following Articles.

#### ARTICLES.

Definitions.

Article 1.

In these Articles, the following terms have the following meaning:

**Interest Group:** The interest group representing the interests of institutional investors in general and/or the Institutional Investors and/or private investors in general and/or the Private Investors;

**Investors:** the persons and entities who (i) purchased any securities issued by the company incorporated under English law at the time, The "Shell" Transport and Trading Company, p.l.c. (currently known as The Shell Transport and Trading Company Limited) and/or the public limited company N.V. Koninklijke Nederlandsche Petroleum Maatschappij existing at the time (now merged into Shell Petroleum N.V.) on a stock market or exchange other than the New York Stock Exchange during the period of time from 8 April 1999 up to and including 18 March 2004, and (ii), at the time of said purchase, were residents or citizens of, or were incorporated in or created under the laws of any country other than the United States of America, and (iii) who or which experienced a price decline in such securities as a result of the announcement of the recategorisations of proved oil reserves.

**Executive Board:** the body referred to in Article 5 of these Articles;

**Member of the Executive Board:** a member of the body referred to in Article 5 of these Articles;

**Participants:** those Institutional Investors and Interest Groups that have concluded or will conclude a participation agreement with the Foundation.

**Institutional Investor:** an institutional investor that qualifies as Investor;

**Private Investor:** a private investor who qualifies as an Investor;

**Party:** a party to the Settlement Agreement;

**Shell:** the public limited company under Dutch law Shell Petroleum N.V. (the acquiring company and successor under general title in a legal merger with the public limited company under Dutch law: N.V. Koninklijke Nederlandsche Petroleum Maatschappij, also known as The Royal Dutch Petroleum Company, being the disappearing company) and the company incorporated under English law, The Shell Transport and Trading Company Limited (formerly known as The "Shell" Transport and Trading Company, p.l.c.);

**Settlement Agreement:** the settlement agreement between Shell, the Foundation and/or other Parties for the settlement of all claims of the Investors regarding the recategorisation of proved oil reserves by Investors;

**Meeting of Participants:** the body referred to in Article 9, paragraph 1 of these Articles;

Name and Registered Office.

Article 2.

1. The name of the Foundation will be **Stichting Shell Reserves Compensation Foundation.**

2. The Foundation will have its registered office in The Hague.

Objects and means.

Article 3.

1. The objects of the Foundation are:
  - (a) representing the interests of the Investors and Interest Groups in connection with the Settlement Agreement to be submitted to the Amsterdam Court of Appeal pursuant to the Dutch Class Action Financial Settlement Act (*Wet Collectieve Afwikkeling Massaschade*);
  - (b) acquiring and distributing financial compensation for the damages (or part thereof) the Investors have suffered;and to do all that is related or conducive to the foregoing, all in the broadest sense of the word.
2. The Foundation will attempt to achieve these objects by doing, among other things, the following:
  - (a) offering the Institutional Investors and Interest Groups the opportunity to join the Foundation as Participants by concluding a participation agreement with them;
  - (b) having consultations with Shell with the objective of obtaining a settlement of the claims of the Investors;
  - (c) concluding one or more Settlement Agreements with Shell and/or other Parties serving as a settlement of the claims of the Investors against discharge in full or a waiver of further rights;
  - (d) collecting payments on account of the (collective) claims of the Investors to be made by Shell on the basis of a judgment and/or the Settlement Agreement, and distributing these payments amongst the Investors and/or ensuring that said payments,

- whether or not together with other payments destined for the Investors, are collected and distributed amongst the Investors;
- (e) filing a request under the Dutch Class Action Financial Settlement Act with the Court of Appeal in Amsterdam to declare the Settlement Agreement binding, and doing everything within its powers to have the Settlement Agreement declared binding, including responding to filed defences during the proceedings with the Court of Appeal;
  - (f) entering into such agreements as necessary and/or beneficial to the execution of the Settlement Agreement and/or an order declaring the Settlement Agreement binding.

#### Capital.

##### Article 4.

The capital of the Foundation will be formed by:

- (a) the capital provided by one or more Parties;
- (b) acquisitions by way of inheritance, legacy or gift, with the provision that inheritances will be accepted by the Executive Board only subject to the benefit of inventory;
- (c) other revenues.

#### Executive Board; composition, appointment, resignation.

##### Article 5.

1. The Executive Board of the Foundation will consist of three (3) natural persons.
2. An incomplete Executive Board has the same competence as a complete Executive Board, unless a complete Executive Board is required to exercise its competences in accordance with these Articles.
3. The Members of the Executive Board will be appointed and dismissed by the Meeting of Participants. Vacancies that arise will be fulfilled as soon as possible. In case a vacancy is not fulfilled within two (2) months after the vacancy has arisen, the Member of the Executive Board or the Members of the Executive Board will be appointed by the President of the District Court in The Hague at the request of the remaining Member(s) of the Executive Board or another interested party.
4. The Members of the Executive Board will not be: (former) employees, members of a board or body of Shell, advisors to Shell or Investors

having purchased more than five hundred (500) shares of Shell stock nor did they held such positions in the period as at 1 January 1999. When calculating the number of shares mentioned in the previous sentence, the shares held in discretionary management under a power of attorney by a professional investment manager have not been included.

5. The Members of the Executive Board will be appointed for an indefinite period of time.
6. The Executive Board will appoint from among its members a chairman, a secretary and a treasurer or, as the case may be, a secretary-treasurer.
7. Members of the Executive Board will cease to be Members of the Executive Board:
  - (a) upon their deaths;
  - (b) in the event they are declared bankrupt or are granted a moratorium on payments, or are granted a debt rescheduling arrangement applicable to natural persons;
  - (c) in the event they are subject to a guardianship order or otherwise lose the right to dispose of their property;
  - (d) upon their resignation;
  - (e) upon their discharge by the District Court in the cases provided for by law;
  - (f) upon their dismissal on valid grounds by the Meeting of Participants;
  - (g) in the event a Member of the Executive Board obtains a capacity defined in paragraph 4 of this Article.
8. The resolution to appoint or dismiss a Member of the Board can only be taken in a Meeting of Participants in which at least three quarters of the Participants are present or represented. If case less than three quarters of the Participants are present or represented, a second meeting must be convened within two (2) weeks and held not later than four (4) weeks after the first meeting. At this second meeting, regardless of the numbers present or represented, the resolution can be duly passed. In the convening letter for the second meeting, a notice must be provided relative to the appointment or dismissal and reasons given as to why this may be effected at the meeting regardless of the number of Participants present or represented at the meeting.

9. If a Member of the Executive Board has ceased to be a Member of the Executive Board, this person can not be appointed (again) as a Member of the Executive Board.

Executive Board: duties and powers.

Article 6.

1. The Executive Board will be charged with the management of the Foundation.
2. The Executive Board will be authorized to take all decisions, in particular:
  - (a) to institute legal proceedings;
  - (b) to retain legal counsel, appoint an external auditor to audit the accounts and hire such expert assistance as the Board reasonably deems necessary to discharge its duties under these Articles;
  - (c) to conclude the Settlement Agreement;
  - (d) to file a request under the Dutch Class Action Financial Settlement Act with the Court of Appeal in Amsterdam to declare the Settlement Agreement binding and take all actions in the context of this request.
3. The Executive Board is not authorized to decide to enter into agreements to acquire, sell and encumber registered goods, or to enter into agreements which bind the Foundation as a guarantor or a joint and several debtor, to warrant performance by a third party or to provide security for a debt of a third party, or to represent the Foundation in any of these activities.
4. In the performance of their duties the Executive Board and each of its Members must be guided by the interests of the Investors.

Executive Board: representation.

Article 7.

The Executive Board represents the Foundation. The authority to represent is also granted to either the chairman jointly with the secretary or the treasurer, or, if both latter functions are combined in one person, jointly with the secretary-treasurer.

Executive Board: decision-taking.

Article 8.

1. The meetings of the Executive Board are held as often as the chairman or the two other directors convene these, however at least twice a year.

2. The meetings of the Executive Board are convened in writing by the chairman or the two other Members of the Executive Board, or by the secretary on their behalf, and no later than on the seventh day prior to the day of the meeting, specifying the subject matters to be discussed at the meeting. In urgent cases, at the discretion of the chairman, the notice of the meeting may also be given in another manner. If the provisions stipulated above in this paragraph have not been observed, valid resolutions may nevertheless be adopted by the Executive Board, provided that the meeting is attended by all the Members of the Executive Board and none of the Members of the Executive Board is opposed to this manner of decision-taking.
3. The meetings of the Executive Board are held at a location within the Netherlands or any other country outside the United States of America, determined by the person(s) who convene(s) the meeting or has the meeting convened.
4. The attendance of the meetings of the Executive Board is restricted to the Members of the Executive Board, and to those persons admitted by the Members of the Executive Board present at the meeting.
5. The Members of the Executive Board are not entitled to nominate another person to represent them at the meeting.
6. Resolutions will be taken by an absolute majority of votes cast, unless otherwise provided for in these Articles. Each Member of the Executive Board has the right to cast one vote. Blank votes are considered not to have been cast. If no absolute majority of votes is obtained, the proposal will be deemed to have been rejected, unless the proposal regards the election of persons, in which case the resolution is determined by drawing lots.
7. All voting will take place orally. However, the chairman may determine that the votes may be cast in writing. In the event of an election of persons, a Member of the Executive Board who is present may also require that the votes are cast in writing. Voting in writing takes place by means of unsigned (anonymous) ballots.
8. The meetings are chaired by the chairman of the Executive Board; in his absence the meeting itself provides a chairman. Until that moment, the

presidency is taken over by the oldest Member of the Executive Board present at the meeting.

9. The minutes of each meeting will be kept by the secretary or by a person appointed by the chairman of the meeting. The minutes will be adopted at the same meeting or the next consecutive meeting and signed by the chairman and the secretary of said meeting in witness thereof.
10. The Executive Board may also pass resolutions outside the meeting, provided that all Members of the Executive Board have been given the opportunity to cast their votes and provided that they have all stated in writing not to oppose to this procedure of decision-taking. In that case, a resolution will be passed as soon as the required majority of all directors has voted in favour of the proposal. A resolution passed outside a meeting will be recorded in a report by the secretary, which is to be adopted in the next consecutive meeting, and signed by the chairman and the secretary in witness thereof. The record thus adopted will be attached to the minutes together with the documents defined in the first sentence of this paragraph.

#### Participants.

##### Article 9.

1. The Foundation has Participants, who jointly constitute the Meeting of Participants.
2. The duty of the Meeting of Participants is to supervise the policy of the Executive Board and the general course of affairs in the Foundation. It will advise, on request or otherwise, the Executive Board. In fulfilling their task, the Meeting of Participants will be guided by the interest of the Foundation.
3. The Meeting of Participants has to be consulted for the following resolutions of the Executive Board:
  - (a) the resolution to adopt the budget as mentioned in Article 11 paragraph 2;
  - (b) the resolution to adopt the documents as mentioned in Article 11 paragraph 4;
  - (c) the resolution to amend the Articles as mentioned in Article 12, paragraph 1;

- (d) the resolution to dissolve the Foundation as mentioned in Article 13, paragraph 1.
- 4. The Executive Board keeps a register in which the names and addresses of all Participants are recorded.
- 5. The Participation ends by:
  - (a) the cancellation of the participation agreement by the Participant;
  - (b) the cancellation of the participation agreement by the Executive Board on account of actions of the Participant contrary to the participation agreement, this at the discretion of the Executive Board; in such case the Board may require at its own discretion the support of the Meeting of Participants;
  - (c) the cancellation of the participation agreement for other serious reasons by the Executive Board, which resolution can only be taken with a majority of the votes cast in a meeting in which all Members of the Executive Board are present or represented;
  - (d) the termination of the participation agreement;
  - (e) the Participant conducting a legal action against the Foundation and/or its (former) Members of the Executive Board and/or the Parties.

#### Meetings of Participants.

##### Article 10.

- 1. The Meetings of Participants are held as often as the Executive Board convenes a meeting or at least one fourth of the Participants request in writing for a meeting, but at least once a year. The Executive Board will convene a meeting within four weeks upon such a qualified request by the Participants.
- 2. The Meetings of Participants are convened in writing by the Executive Board, or by the secretary of the Executive Board on their behalf, specifying the subjects to be discussed, and no later than on the fifteenth day before the day of the meeting.
- 3. The Meetings of Participants will be held on a location within the Netherlands or any other country outside the United States of America, to be determined by the Executive Board.
- 4. The Participants and Members of the Executive Board may attend meetings of Participants by telephone.

5. The attendance of the meetings of Participants is restricted to Participants, the Members of the Executive Board and those persons admitted by the Meeting of Participants or the Executive Board.
6. The Participants are entitled to nominate another Participant to represent him or her at the Meeting of Participants by written power of attorney, which must be demonstrated to the satisfaction of the chairman of the Executive Board.
7. A Meeting of Participants is chaired by the chairman of the Executive Board; in his absence the meeting itself provides a chairman. Until that moment, the presidency is taken over by the oldest person present at the meeting. The chairman of the meeting will designate a secretary, who will keep the minutes of the meeting, unless according to these Articles of Association or on the request of the chairman of the meeting a notarial record of the meeting will be made up.
8. The Meeting of Participants may only pass resolutions binding all the Participants in the events in which it is authorized to do so as a corporate body of the Foundation by force of these Articles or by force or further regulations adopted. Resolutions will be passed by an absolute majority of the votes cast in a meeting in which at half of the total number of Participants are present or represented, unless these Articles provide otherwise. Each Participant has the right to cast one vote. Blank votes are considered not to have been cast. If no absolute majority of votes is obtained, the proposal will be deemed to have been rejected. All voting will take place orally. However, the chairman may determine that the votes may be cast in writing. In the event that less than half of the total number of Participants is present or represented at the meeting, a second meeting will be convened, which is to be held no sooner than two and no later than four weeks after the first meeting. In this second meeting, legally valid resolutions on the original proposal may be taken irrespective of the number of Participants present or represented, provided that they are taken by a majority of two thirds of the votes cast.

#### Financial year and annual accounts.

##### Article 11.

1. The financial year of the Foundation coincides with the calendar year.

2. The Executive Board adopts, yearly before 1 October of each year, the budget for the coming financial year, but only after having consulted the Meeting of Participants.
3. The Executive Board is obliged to keep such notes of the financial position of the Foundation that on the basis of those notes its rights and obligations may be known at all times.
4. The Executive Board is obliged to draw up annually, within six months after the end of the financial year, a balance sheet and a statement of assets and liabilities of the Foundation, as well as a report concerning its activities.
5. Before adopting the documents defined in paragraph 3, the Executive Board will have these audited by a registered accountant, an independent accounting consultant or another expert or specialist within the meaning of Article 393, Book 2 of the Dutch Civil Code. Said experts or specialists will report their findings to the Executive Board and will set out the results of their audits in a statement on the accuracy and validity of the information in the documents mentioned in paragraph 3. They will present their reports to the Executive Board and to the Meeting of Participants.
6. The Executive Board is obliged to keep the documents meant in the previous paragraphs during seven years.

Amendment of Articles of Association and rules.

Article 12.

1. The Executive Board is authorized to amend these Articles, with the exception of Article 3, but only after having consulted the Meeting of Participants.
2. A resolution to that effect may only be adopted by unanimous vote at a plenary meeting of the Executive Board and where there are no vacancies.
3. A copy of the proposal, containing the wording of the proposed amendment, should be attached to the notice convening the meeting in which an amendment of the Articles is to be discussed.
4. An amendment of the Articles will only come into effect after it has been executed by a notarial deed. Each Member of the Executive Board is authorized to have such deed executed.

## Dissolution.

### Article 13.

1. The Executive Board is entitled to dissolve the Foundation in the event the Executive Board is unanimously of the opinion that the objects of the Foundation mentioned in Article 3 have been met or cannot (any longer) be met, but only after having consulted the Meeting of Participants. This resolution is explained by the Executive Board in a Meeting of Participants, convened for that purpose.
2. Article 12 paragraph 2 will apply mutatis mutandis to a resolution to dissolve the Foundation.
3. The Executive Board determines the destination of the surplus after liquidation upon the resolution to dissolve.
4. Subsequent to the dissolution, the liquidation will be effected by the Members of the Executive Board, or one or more persons appointed to that end at the time of the resolution to dissolve taken by the Executive Board.
5. After the Foundation has ceased to exist, its books, records and other data carriers will remain in the custody of the person designated for that purpose by the liquidators for the period required by law.
6. In addition, the provisions of Title 1, Book 2 of the Dutch Civil Code are applicable to the liquidation.

## Rules and regulations.

### Article 14.

The Executive Board may adopt, amend and withdraw any rules and regulations in order to regulate in further detail specific issues relating to the Foundation.

## Final Provision.

### Article 15.

1. The first Members of the Executive Board will be appointed by this deed of formation.
2. The first financial year of the Foundation will end on the thirty-first day of December, two thousand and seven.

## END ARTICLES OF ASSOCIATION.

## Final Statement.

Ultimately, the persons appearing, acting as mentioned above, stated that by this deed of formation the following persons are appointed as Members of the

Executive Board of the Foundation, with their positions mentioned behind their name:

1. Prof. M.J.G.C. Raaijmakers, mentioned above, chairman;
2. Prof. M.J. Kroeze, mentioned above, secretary;
3. Mr G.Izeboud, RA, mentioned above, treasurer.

The Members of the Executive Board stated not to have a capacity defined in Article 5, paragraph 4 of these Articles.

End of deed.

The person appearing was known to me, civil-law notary.

**WHEREOF DEED** was passed in a single copy in The Hague on the date mentioned in the heading of this deed.

After having imparted and explained the succinct content of this deed to the person appearing, the person appearing stated to have had the opportunity to take cognisance of the content of the deed and actually had done so, to agree to the content of this deed and not to require having it read out in full.

Immediately after having read out those parts of this deed of which the law requires the reading-out, this deed was first signed by the person appearing and immediately thereafter by me, civil-law notary.

Follows signature.

**ISSUED AS A TRUE COPY**

[stamp of F.J. Oranje,  
CIVIL-LAW NOTARY IN THE HAGUE]

[signature, illegible]