

AGENCY FEE LETTER

Deputy Company Secretary
Royal Dutch Shell plc
Shell Centre
London SE1 7NA

1 May 2015

Dear Sirs

£10,070,000,000 Facility Agreement

We refer to the £10,070,000,000 facility agreement (the "**Facility Agreement**") of even date herewith entered into between Royal Dutch Shell plc as Borrower, Barclays Bank PLC as Facility Agent, and the financial institutions named in Schedule 1 of the Facility Agreement as the Original Lenders.

1. Terms defined in the Facility Agreement and not otherwise defined herein shall have the same meanings when used in this letter.
2. We confirm that the agency fee referred to in Clause 22.1 of the Facility Agreement (the "**Agency Fee**") payable in advance by you to us for our own account is USD 23,000 per annum. The first such annual Agency Fee is payable on the date falling 10 business days after the date of the Facility Agreement, and subsequent such annual Agency Fees are payable on each anniversary of the date of the Facility Agreement.
3. Notwithstanding the provisions in the Facility Agreement you also agree that you will reimburse us for all reasonable out-of-pocket costs and expenses, and for exceptional requests, management time costs incurred by us as Agent in connection with the Facility Agreement, in each case where these have been agreed with you in advance.
4. The fees referred to in paragraph 2 above and the reimbursement amounts referred to in paragraph 3 above are payable by you to us:
 - (a) in immediately available, freely transferable, cleared funds to our account at
Barclays Bank PLC, New York
SWIFT Address: BARC US 33
Account No.: 280238433
UID No.: 312842
Beneficiary: Barclays Bank PLC Wholesale, London, Swift Address:
BARCGB5G, Reference: Loan Ops re: Shell; and
 - (b) in full, without any set-off, deduction or withholding of any kind.
5. This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
6. The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to any non-contractual obligations arising out of or in connection with this letter) and you submit to the exclusive jurisdiction of the English courts.
7. Please confirm your agreement to the above by signing this letter where indicated below.

Yours faithfully



Michael Joyner
Director

for and on behalf of
Barclays Bank PLC

We agree to the above.

for and on behalf of
Royal Dutch Shell plc

Dated: 1 May 2015

Yours faithfully

**for and on behalf of
Barclays Bank PLC**

We agree to the above.



**for and on behalf of
Royal Dutch Shell plc**

Dated: 1 May 2015