
UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13E-3

(AMENDMENT NO. 4)

RULE 13e-3 TRANSACTION STATEMENT UNDER SECTION 13(e)
OF THE SECURITIES EXCHANGE ACT OF 1934

N.V. Koninklijke Nederlandsche Petroleum Maatschappij

(Name of the Issuer)

Royal Dutch Petroleum Company

(Translation of Issuer's name into English)

Royal Dutch Shell plc

Shell Petroleum N.V.

Royal Dutch Petroleum Company

(Name of Person(s) Filing Statement)

Ordinary Shares of the nominal (par) value of 0.56 Euro (€0.56) each

(Title of Class of Securities)

780257804

(CUSIP Number of Class of Securities)

Michiel Brandjes

Company Secretary

Royal Dutch Shell plc

30, Carel van Bylandtaan

2596 HR The Hague

The Netherlands

+31 70 377 9111

*(Name, Address, and Telephone Numbers of Person Authorized to Receive
Notices and Communications on Behalf of Person Filing Statement)*

Copy to:

William P. Rogers, Jr., Esq.

Cravath, Swaine & Moore LLP

CityPoint, One Ropemaker Street

London EC2Y 9HR

United Kingdom

+44 207 453 1000

This statement is filed in connection with (check the appropriate box):

- a. The filing of solicitation materials or an information statement subject to Regulation 14A (§§240.14a-1 through 240.14b-2), Regulation 14C (§§240.14c-1 through 240.14c-101) or Rule 13e-3(c) (§240.13e-3(c)) under the Securities Exchange Act of 1934 (the "Act").
- b. The filing of a registration statement under the Securities Act of 1933.
- c. A tender offer.
- d. None of the above.

Check the following box if the soliciting materials or information statement referred to in checking box (a) are preliminary copies:

Check the following box if the filing is a final amendment reporting the results of the transaction:

Calculation of Filing Fee	
Transaction Valuation	Amount of Filing Fee
\$1,950,173,939.98*	\$229,535.47**

* Calculated, solely for the purposes of determining the filing fee, in accordance with Rule 0-11(b)(1) under the Securities Exchange Act of 1934, as amended. Determined by multiplying 31,140,057, the number of shares of Royal Dutch Petroleum Company held by shareholders other than Royal Dutch Shell plc, by €52.21, the price to be paid for the shares held by such shareholders, using an exchange rate of 1.1995\$/€, the noon buying rate in New York City for cable transfers in foreign currencies as certified for customs purposes by the Federal Reserve Bank of New York as of October 31, 2005.

** The amount of the filing fee, calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Advisory #6 for Fiscal Year 2005, is equal to 0.01177% of the value of the transaction.

Check the box if any part of the fee is offset as provided by §240.0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount previously paid: \$229,535.47

Form or registration no.: Schedule 13E-3 (file no. 005-80496)

Filing Party: Royal Dutch Shell plc

Date Filed: November 3, 2005

This Amendment No. 4 to the Rule 13e-3 Transaction Statement on Schedule 13E-3 amends and supplements the Schedule 13E-3 filed with the Securities and Exchange Commission (the "SEC") by Royal Dutch Shell plc, a public company limited by shares incorporated in England and Wales ("Royal Dutch Shell"), Shell Petroleum N.V., a company organized under the laws of The Netherlands ("Shell Petroleum") and Royal Dutch Petroleum Company, a company organized under the laws of The Netherlands ("Royal Dutch") with respect to the ordinary shares of the nominal (par) value of 0.56 Euro (€0.56) each (the "Shares") of Royal Dutch on November 3, 2005 (as it may be amended or supplemented from time to time, the "Schedule 13E-3"). Capitalized terms used herein but not defined in this Schedule 13E-3 shall have the meanings given to them in the Disclosure Document attached as Exhibit (a)(3)(A) to the Schedule 13E-3 (as amended from time to time and including all schedules and annexes thereto, the "Disclosure Document").

Pursuant to General Instruction F to Schedule 13E-3, the information contained in the Disclosure Document, including all schedules and annexes thereto, is hereby expressly incorporated herein by reference in response to items 1 through 15 of the Schedule 13E-3 and is supplemented by the information specifically provided for herein.

Item 16. Exhibits (Regulation M-A Item 1016).

Item 16 of the Schedule 13E-3 is hereby supplemented by adding Exhibits (a)(5)(H) and (d)(E) as attached to this Amendment No. 4.

(a)(5)(H) Press release of Royal Dutch entitled "Royal Dutch shareholders approve the resolutions on restructuring" dated December 16, 2005 (incorporated by reference to the Form 6-K furnished by Royal Dutch on December 16, 2005).

(d)(E) Deed of Issuance of Shares between Royal Dutch Shell and Royal Dutch dated December 16, 2005.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: December 19, 2005

ROYAL DUTCH SHELL PLC

By: /s/ Michiel Brandjes

Name: Michiel Brandjes

Title: Company Secretary

SHELL PETROLEUM N.V.

By: /s/ Michiel Brandjes

Name: Michiel Brandjes

Title: Attorney-in-Fact

ROYAL DUTCH PETROLEUM COMPANY

By: /s/ Michiel Brandjes

Name: Michiel Brandjes

Title: Attorney-in-Fact

Extract of the MINUTES of the meeting of the board of management of SHELL PETROLEUM N.V.

(**“Board of Management”** or **“Board”**) held on Wednesday 26 October, 2005, at the office of the company, Carel van Bylandtaan 30, The Hague.

[...]

The majority of the Board of Management were present or represented, and were empowered to take decisions by virtue of Articles 13, 14 and 16 of the Articles of Association. The Board appointed M.C.M. Brandjes as secretary of the meeting.

Resolutions

The appointment of Mr M.C.M. Brandjes as person authorised to make any and all filings, deposits and other administrative actions in relation or pursuant to the Implementation Agreement and any and all other related documents required to effect the Unwind, is hereby approved.

[...]

Any other business

There being no other business, the Chairman closed the meeting.

**Certified as true extract of minutes
of the above meeting**

/s/ **M.C.M. Brandjes**

M.C.M. Brandjes
Secretary of meeting

Extract of the MINUTES of the meeting of the board of management of N.V. KONINKLIJKE NEDERLANDSCHE PETROLEUM MAATSCHAPPIJ (Royal Dutch Petroleum Company) (“**Board of Management**” or “**Board**”) held on Wednesday 26 October, 2005, at the office of the company, Carel van Bylandtlaan 30, The Hague.

[...]

The majority of the Board of Management were present or represented, and were empowered to take decisions by virtue of Articles 13, 14 and 16 of the Articles of Association. The Board appointed M.C.M. Brandjes as secretary of the meeting.

[...]

Resolutions

[...]

The appointment of Mr M.C.M. Brandjes as person authorised to make any and all filings, deposits and other administrative actions in relation or pursuant to the Implementation Agreement and any and all other related documents required to effect the Unwind, is hereby approved.

[...]

Any other business

There being no other business, the Chairman closed the meeting.

**Certified as true extract of minutes
of the above meeting**

/s/ M.C.M. Brandjes

**M.C.M. Brandjes
Secretary of meeting**

Exhibit Index

(a)(5)(H) Press release of Royal Dutch regarding the Extraordinary General Meeting of Royal Dutch dated December 16, 2005 (incorporated by reference to the Form 6-K furnished by Royal Dutch on December 16, 2005).

(d)(E) Deed of Issuance of Shares between Royal Dutch Shell and Royal Dutch dated December 16, 2005.

DE BRAUW
BLACKSTONE
WESTBROEK

Version dated
8/16-12-2005

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DEED OF ISSUANCE OF SHARES

N.V. KONINKLIJKE NEDERLANDSCHE PETROLEUM MAATSCHAPPIJ

On the sixteenth day of December two thousand and five appears before me, François Diederik Rosendaal, notaris (civil-law notary) practising in Amsterdam: Bernardina Peternella Christina Zuideveld, kandidaat-notaris (candidate civil-law notary), employed by De Brauw Blackstone Westbroek N.V., a limited liability company, with corporate seat in The Hague, with address at: 2596 AL The Hague, the Netherlands, Zuid-Hollandlaan 7, at the office in Amsterdam, born in Vereeniging (South Africa) on the twenty-second day of February nineteen hundred and seventy-six, for the purpose hereof acting as attorney authorised in writing of:

1. **N.V. Koninklijke Nederlandsche Petroleum Maatschappij**, a limited liability company, with corporate seat in The Hague, the Netherlands, and address at: 2596 HR The Hague, the Netherlands, Carel van Bylandtlaan 30, number N.V. 3.522, hereinafter referred to as: **the Company** and as such representing the Company; and

2. **Royal Dutch Shell plc**, a company incorporated in England and Wales, with head office in The Hague and registered office in Shell Centre, London SE1 7NA, hereinafter to be referred to as: **the Subscriber** and as such representing the Subscriber.

The person appearing

DECLARES THAT, WHEREAS:

(i) on the sixteenth day of December two thousand and five the general meeting of shareholders of the Company resolved to amend the articles of association, which resolution includes an increase of the authorised share capital of the Company;

(ii) on the sixteenth day of December two thousand and five the general meeting of shareholders of the Company resolved on the proposal of the Board of Management — subject to the amendment of the articles of association as referred to under (i) — to issue one billion three hundred and seventy-nine million six hundred and eighty thousand (1,379,680,000) shares in the share capital of the Company, numbered 2,070,720,001 up to and including 3,450,400,000, each share with a par value of fifty-six eurocents (EUR 0.56), against payment in kind by way of contribution of nine billion six hundred three million three hundred and forty-nine thousand nine hundred and ninety-nine (9,603,349,999) shares in the share capital of The Shell Transport and Trading Company Limited, with registered office in Shell Centre, London SE1 7NA, which shares are hereinafter referred to as: **the Contribution**; the Company and the Subscriber have agreed that the payment obligation (“*stortingsplicht*”) for the Subscriber arising in euro will be satisfied by an amount of twenty-eight billion nine hundred forty-one million sixty-five thousand seven hundred and seventy-two United States Dollars (USD 28,941,065,772);

(iii) pursuant to article 4 paragraph 1 of the articles of association of the Company the Board of Management of the Company is authorised as meant in section 2:94 subsection 2 Civil Code, to cause the Company to enter into an agreement with the Subscriber regarding a contribution in kind as payment on the shares to be issued;

(iv) under the provisions of article 4 of the articles of association of the Company no pre-emptive rights exist with respect to this issue;

(v) the said shares are issued to the Subscriber, who wishes to accept these shares,

IT IS HEREBY AGREED AND CONFIRMED AS FOLLOWS:

Issue.

Article 1.

1.1. In accordance with the provisions of section 2:86 Civil Code and the resolution to issue shares the Company hereby issues to the Subscriber — subject to amendment of the articles of association as referred to above — one billion three hundred and seventy-nine million six hundred and eighty thousand (1,379,680,000) shares in the share capital of the Company, numbered 2,070,720,001 up to and including 3,450,400,000, each share with a par value of fifty-six eurocents (EUR 0.56), under the obligation for the Subscriber to pay up such shares in the manner referred to under (ii) of the preamble of this deed.

1.2. The Subscriber accepts the shares mentioned in article 1.1 subject to the condition and under the obligation referred to therein.

Contribution agreement.

Article 2.

2.1. To pay up the shares issued the Subscriber shall transfer the Contribution to the Company by way of payment in kind on the shares issued.

2.2. The value of the Contribution exceeding the total nominal value of the shares issued is share premium (“agio”).

Contribution.

Article 3.

3.1. In satisfaction of the payment obligation referred to above and the provisions of article 2 the Subscriber shall transfer the Contribution to the Company. Requirements having to be fulfilled under the laws of England and Wales in connection with the transfer of the Contribution shall be fulfilled forthwith.

3.2. The Contribution will be for the account of the Company as of the date hereof.

Miscellaneous.

Article 4.

4.1. Unless otherwise provided in this deed all that has been agreed between the parties prior to the execution of this deed shall remain in full force and effect, provided, however, that a condition subsequent relating to the issue of shares by the Company, if any, may no longer be invoked and a condition precedent relating to the issue of shares, if any, is deemed to have been fulfilled.

4.2. Photocopies of the description and the auditor’s certificate referred to in section 2:94b Civil Code relating to the contribution in kind set out in this deed are attached to this deed.

4.3. Each of the parties waives any right to dissolve the agreement contained in this deed under the provisions of section 6:265 Civil Code.

The document evidencing the resolutions of the Company's general meeting of shareholders is attached to this deed.

Sufficient proof of the existence of the powers of attorney has been given to me, notaris.

The written powers of attorney are evidenced by two (2) private instruments, which are attached to this deed.

In witness whereof the original of this deed which will be retained by me, notaris, is executed in Amsterdam, on the date first mentioned in the head of this deed.

Having conveyed the substance of the deed and given an explanation thereto and having pointed out the consequences arising from the contents of the deed for the parties and following the statement of the person appearing that she has taken note of the contents of the deed and agrees with the partial reading thereof, this deed is signed, immediately after reading those parts of the deed which the law requires to be read, by the person appearing, who is known to me, notaris, and by myself, notaris, at eighteen hours five minutes.

signed): B.P.Ch. Zuideveld, F.D. Rosendaal.

ISSUED FOR TRUE COPY