

UNILEVER N V  
Form 6-K  
May 31, 2018

FORM 6-K  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

REPORT OF FOREIGN ISSUER

Pursuant to Rule 13a-16 or 15d-16  
of the Securities Exchange Act of 1934

For the month of May, 2018

UNILEVER N.V.  
(Translation of registrant's name into English)

WEENA 455, 3013 AL, P.O. BOX 760, 3000 DK, ROTTERDAM, THE NETHERLANDS  
(Address of principal executive offices)

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

Form 20-F..X.. 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 ..X..

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

Exhibit 99 attached hereto is incorporated herein by reference.

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.

UNILEVER N.V.

/S/ R SOTAMAA  
BY R SOTAMAA  
CHIEF LEGAL OFFICER AND GROUP SECRETARY

Date: 30 May, 2018

EXHIBIT INDEX

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EXHIBIT NUMBER EXHIBIT DESCRIPTION

99 Notice to Euronext, Amsterdam dated 30 May 2018  
Consent Solicitations: Notice of Separate Meetings

Exhibit 99

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS. IF NOTEHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD SEEK THEIR OWN FINANCIAL AND LEGAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, IMMEDIATELY FROM THEIR BROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL, TAX OR LEGAL ADVISER.

UNILEVER N.V.

(incorporated with limited liability in the Netherlands and having its corporate seat in Rotterdam, the Netherlands)

and

UNILEVER PLC

(incorporated with limited liability in England and Wales)

(each, an “Issuer” and together, the “Issuers”)

#### NOTICE OF SEPARATE MEETINGS

of the holders of the following Notes:

Issuer	Guarantor	ISIN	Description	Principal amount outstanding <sup>1</sup>	Applicable Trust Deed	Applicable Time <sup>2</sup>
NV	PLC, UNUS	XS1403010512	€300,000,000 0.000 per cent. Notes due April 2020	€300,000,000	2016 Trust Deed	9:30 a.m.
NV	PLC, UNUS	XS0957258212	€750,000,000 1.750 per cent. Notes due August 2020	€750,000,000	2013 Trust Deed	9:35 a.m.
NV	PLC, UNUS	XS1654191623	€500,000,000 0.000 per cent. Notes due July 2021	€500,000,000	2016 Trust Deed	9:40 a.m.
NV	PLC, UNUS	XS1178970106	€750,000,000 0.500 per cent. Notes due February 2022	€750,000,000	2014 Trust Deed	9:45 a.m.
NV	PLC, UNUS	XS1566100977	€600,000,000 0.375 per cent. Notes due February 2023	€600,000,000	2016 Trust Deed	9:50 a.m.
NV	PLC, UNUS	XS1241577490	€500,000,000 1.000 per cent. Notes due June 2023	€500,000,000	2015 Trust Deed	9:55 a.m.
NV	PLC, UNUS	XS176909078	€500,000,000 0.500 per cent. Notes due August 2023	€500,000,000	2016 Trust Deed	10:00 a.m.

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NV	PLC, UNUS	XS1403014936	€500,000,000 0.500 per cent. Notes due April 2024	€500,000,000	2016 Trust Deed	10:05 a.m.
NV	PLC, UNUS	XS1654192191	€650,000,000 0.875 per cent. Notes due July 2025	€650,000,000	2016 Trust Deed	10:10 a.m.
NV	PLC, UNUS	XS1769090991	€700,000,000 1.125 per cent. Notes due February 2027	€700,000,000	2016 Trust Deed	10:15 a.m.
NV	PLC, UNUS	XS1566101603	€600,000,000 1.000 per cent. Notes due February 2027	€600,000,000	2016 Trust Deed	10:20 a.m.
NV	PLC, UNUS	XS1403015156	€700,000,000 1.125 per cent. Notes due April 2028	€700,000,000	2016 Trust Deed	10:25 a.m.
NV	PLC, UNUS	XS1654192274	€750,000,000 1.375 per cent. Notes due July 2029	€750,000,000	2016 Trust Deed	10:30 a.m.
NV	PLC, UNUS	XS1769091296	€800,000,000 1.625 per cent. Notes due February 2033	€800,000,000	2016 Trust Deed	10:35 a.m.
PLC	NV, UNUS	XS1560644830	£350,000,000 1.125 per cent. Notes due February 2022	£350,000,000	2016 Trust Deed	10:40 a.m.
PLC	NV, UNUS	XS1684780031	£250,000,000 1.375 per cent. Notes due September 2024	£250,000,000	2016 Trust Deed	10:45 a.m.
PLC	NV, UNUS	XS1684780205	£250,000,000 1.875 per cent. Notes due September 2029	£250,000,000	2016 Trust Deed	10:50 a.m.

1 Notes of any Series which are held by or on behalf of the relevant Issuer, the Guarantors or any Group Company (as defined in the Applicable Trust Deed), in each case as beneficial owner, are deemed not to be outstanding.

2 The Applicable Time will be as set out in this column or as soon as possible thereafter as the immediately preceding Meeting of Noteholders shall have been concluded or adjourned.

(each a “Series” and together the “Notes”).

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of The Eighth Schedule of the Applicable Trust Deed in respect of each Series (as set out in the table above), separate meetings (each a “Meeting” and together the “Meetings”) of the holders of each Series (the “Noteholders”) convened by Unilever N.V. (“NV”) or Unilever PLC (“PLC”) as Issuer, as the case may be, will be held at the offices of Linklaters LLP, One Silk Street, London EC2Y 8HQ on 26 June 2018 at the Applicable Time in respect of each Series (as set out in the table above) for the purpose of considering and, if thought fit, passing the applicable resolution set out below, which will be proposed as an Extraordinary Resolution at the relevant Meeting in accordance with the provisions for the meetings of Noteholders set out in The Eighth Schedule of the Applicable Trust Deed.

Unless the context otherwise requires, capitalised terms used but not defined in this Notice shall have the meaning given in the Applicable Trust Deed, the terms and conditions of the Notes of the relevant Series (the “Conditions”) or the relevant Extraordinary Resolution, as applicable.

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €300,000,000 0.000 PER CENT. NOTES DUE APRIL 2020

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €300,000,000 0.000 per cent. Notes due April 2020 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.  
(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 27 April 2016 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;
2.  
(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:
  - (a)  
the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and
  - (b)  
the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;
3.  
(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;
4.  
discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary

Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5.

waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.

approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7.

declares that the implementation of this Extraordinary Resolution shall be conditional on:

(b)

the Consent Solicitation not having been terminated;

(c)

the passing of this Extraordinary Resolution;

(d)

the successful completion of Simplification on the Simplification Date; and

(e)

the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8.

acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €750,000,000 1.750 PER CENT. NOTES DUE AUGUST 2020

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €750,000,000 1.750 per cent. Notes due August 2020 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Seventeenth Supplemental Trust Deed dated 3 May 2013 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.

(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 1 August 2013 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.

(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)

the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)

the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.

(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their

implementation;

4. discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5. waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6. approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7. declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a) the Consent Solicitation not having been terminated;

(b) the passing of this Extraordinary Resolution;

(c) the successful completion of Simplification on the Simplification Date; and

(d) the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;



“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €500,000,000 0.000 PER CENT NOTES DUE JULY 2021

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €500,000,000 0.000 per cent Notes due July 2021 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.  
(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 27 July 2017 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.  
(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)  
the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)

the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3. (subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4. discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5. waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6. approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7. declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a) the Consent Solicitation not having been terminated;

(b) the passing of this Extraordinary Resolution;

(c) the successful completion of Simplification on the Simplification Date; and

(d) the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €750,000,000 0.500 PER CENT. NOTES DUE FEBRUARY 2022

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €750,000,000 0.500 per cent. Notes due February 2022 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Nineteenth Supplemental Trust Deed dated 2 May 2014 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.

(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 30 January 2015 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.

(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)  
the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)  
the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.  
(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4.  
discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5.  
waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.  
approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7.  
declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a)  
the Consent Solicitation not having been terminated;

(b)  
the passing of this Extraordinary Resolution;

(c)  
the successful completion of Simplification on the Simplification Date; and

(d)

the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €600,000,000 0.375 PER CENT. NOTES DUE FEBRUARY 2023

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €600,000,000 0.375 per cent. Notes due February 2023 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1. (subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the

giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 10 February 2017 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.  
(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)  
the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)  
the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.  
(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4.  
discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5.  
waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.  
approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7.  
declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a)  
the Consent Solicitation not having been terminated;

(b)

the passing of this Extraordinary Resolution;

(c)

the successful completion of Simplification on the Simplification Date; and

(d)

the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8.

acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €500,000,000 1.000 PER CENT. NOTES DUE JUNE 2023

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €500,000,000 1.000 per cent. Notes due June 2023 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a

trust deed dated 22 July 1994 as supplemented by the Twentieth Supplemental Trust Deed dated 1 May 2015 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.

(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 1 June 2015 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.

(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)

the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)

the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.

(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4.

discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5.

waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.

approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;



7.  
declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a)  
the Consent Solicitation not having been terminated;

(b)  
the passing of this Extraordinary Resolution;

(c)  
the successful completion of Simplification on the Simplification Date; and

(d)  
the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8.  
acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

EXTRAORDINARY RESOLUTION

IN RESPECT OF THE €500,000,000 0.500 PER CENT. NOTES DUE AUGUST 2023

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €500,000,000 0.500 per cent. Notes due August 2023 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.  
(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 8 February 2018 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;
2.  
(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:
  - (a)  
the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and
  - (b)  
the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;
3.  
(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;
4.  
discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;
5.  
waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.

approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7.

declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a)

the Consent Solicitation not having been terminated;

(b)

the passing of this Extraordinary Resolution;

(c)

the successful completion of Simplification on the Simplification Date; and

(d)

the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8.

acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €500,000,000 0.500 PER CENT. NOTES DUE APRIL 2024

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €500,000,000 0.500 per cent. Notes due April 2024 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.

(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 27 April 2016 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.

(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)

the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)

the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.

(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4.

discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection

with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5.

waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.

approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7.

declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a)

the Consent Solicitation not having been terminated;

(b)

the passing of this Extraordinary Resolution;

(c)

the successful completion of Simplification on the Simplification Date; and

(d)

the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8.

acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce

under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €650,000,000 0.875 PER CENT. NOTES DUE JULY 2025

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €650,000,000 0.875 per cent. Notes due July 2025 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.  
(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 27 July 2017 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.  
(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)  
the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)  
the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.  
(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant

Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4. discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5. waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6. approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7. declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a) the Consent Solicitation not having been terminated;

(b) the passing of this Extraordinary Resolution;

(c) the successful completion of Simplification on the Simplification Date; and

(d) the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €700,000,000 1.125 PER CENT. NOTES DUE FEBRUARY 2027

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €700,000,000 1.125 per cent. Notes due February 2027 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.  
(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 8 February 2018 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.  
(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)  
the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)



the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.

(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4.

discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5.

waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.

approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7.

declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a)

the Consent Solicitation not having been terminated;

(b)

the passing of this Extraordinary Resolution;

(c)

the successful completion of Simplification on the Simplification Date; and

(d)

the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8.

acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €600,000,000 1.000 PER CENT. NOTES DUE FEBRUARY 2027

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €600,000,000 1.000 per cent. Notes due February 2027 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.

(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 10 February 2017 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.

(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)  
the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)  
the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.  
(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4.  
discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5.  
waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.  
approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7.  
declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a)  
the Consent Solicitation not having been terminated;

(b)  
the passing of this Extraordinary Resolution;

(c)  
the successful completion of Simplification on the Simplification Date; and

(d)

the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE €700,000,000 1.125 PER CENT. NOTES DUE APRIL 2028

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €700,000,000 1.125 per cent. Notes due April 2028 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.

(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 27 April 2016 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.

(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)

the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)

the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.

(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4.

discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5.

waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.

approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7.

declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a)

the Consent Solicitation not having been terminated;

- (b) the passing of this Extraordinary Resolution;
- (c) the successful completion of Simplification on the Simplification Date; and
- (d) the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

IN RESPECT OF THE €750,000,000 1.375 PER CENT. NOTES DUE JULY 2029

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €750,000,000 1.375 per cent. Notes due July 2029 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.

(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 27 July 2017 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;

2.

(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)

the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and

(b)

the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.

(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4.

discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5.

waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.

approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other

amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7. declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a) the Consent Solicitation not having been terminated;

(b) the passing of this Extraordinary Resolution;

(c) the successful completion of Simplification on the Simplification Date; and

(d) the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”



EXTRAORDINARY RESOLUTION

IN RESPECT OF THE €800,000,000 1.625 PER CENT. NOTES DUE FEBRUARY 2033

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding €800,000,000 1.625 per cent. Notes due February 2033 (the “Notes”) of Unilever N.V. (the “Issuer” which expression includes any successor thereto) guaranteed by Unilever PLC and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.  
(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by New Sub (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 8 February 2018 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule I of the Notice of Meetings;
2.  
(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:
  - (a)  
the Guarantors, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule I of the Notice of Meetings; and
  - (b)  
the Guarantors, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;
3.  
(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;
4.  
discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;
- 5.

waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.

approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7.

declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a)

the Consent Solicitation not having been terminated;

(b)

the passing of this Extraordinary Resolution;

(c)

the successful completion of Simplification on the Simplification Date; and

(d)

the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) New Sub to agree to provide the additional Guarantee in respect of the Notes, in each case pursuant to a supplemental trust deed; and

8.

acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE £350,000,000 1.125 PER CENT. NOTES DUE FEBRUARY 2022

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding £350,000,000 1.125 per cent. Notes due February 2022 (the “Notes”) of Unilever PLC (the “Issuer” or “PLC”) guaranteed by Unilever N.V. and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.  
(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by PLC (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 1 February 2017 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule II of the Notice of Meetings;
2.  
(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:
  - (a)  
UNUS, PLC, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule II of the Notice of Meetings; and
  - (b)  
UNUS, PLC, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;
3.  
(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4. discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5. waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6. approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7. declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a) the Consent Solicitation not having been terminated;

(b) the passing of this Extraordinary Resolution;

(c) the successful completion of Simplification on the Simplification Date; and

(d) the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) PLC to agree to provide the additional Guarantee in respect of the Notes; and

8. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE £250,000,000 1.375 PER CENT. NOTES DUE SEPTEMBER 2024

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding £250,000,000 1.375 per cent. Notes due September 2024 (the “Notes”) of Unilever PLC (the “Issuer” or “PLC”) guaranteed by Unilever N.V. and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.  
(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by PLC (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 13 September 2017 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule II of the Notice of Meetings;

2.  
(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)  
UNUS, PLC, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule II of the Notice of Meetings; and

(b)  
UNUS, PLC, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.

(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4. discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5. waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6. approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7. declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a) the Consent Solicitation not having been terminated;

(a) the passing of this Extraordinary Resolution;

(b) the successful completion of Simplification on the Simplification Date; and

(c) the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) PLC to agree to provide the additional Guarantee in respect of the Notes; and

8. acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## EXTRAORDINARY RESOLUTION

### IN RESPECT OF THE £250,000,000 1.875 PER CENT. NOTES DUE SEPTEMBER 2029

“THAT this Meeting of the holders (together, the “Noteholders”) of the presently outstanding £250,000,000 1.875 per cent. Notes due September 2029 (the “Notes”) of Unilever PLC (the “Issuer” or “PLC”) guaranteed by Unilever N.V. and Unilever United States, Inc. (together, the “Guarantors”), issued with the benefit of a trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 (the “Trust Deed”) and made between the Issuer, the Guarantors and The Law Debenture Trust Corporation p.l.c. as trustee (the “Trustee”):

1.  
(subject to paragraph 4 of this Extraordinary Resolution) assents to (i) the substitution of New NV as “issuer” of the Notes and the release of the Issuer from its obligations under the Notes and the Trust Deed (the “Substitution”), (ii) the giving of a guarantee by PLC (the “New Guarantee”) and (iii) the modification of (a) the terms and conditions of the Notes, as set out in The Fourth Schedule to the Trust Deed and as completed by the Final Terms applicable to the Notes dated 13 September 2017 (the “Conditions”) and (b) the Trust Deed, to include certain amendments in relation to the Substitution, the New Guarantee and Simplification as described in the form of supplemental trust deed in Schedule II of the Notice of Meetings;

2.  
(subject to paragraph 4 of this Extraordinary Resolution) authorises, directs, requests and empowers:

(a)  
UNUS, PLC, New Sub, New NV and the Trustee to execute a supplemental trust deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of in Schedule II of the Notice of Meetings; and

(b)

UNUS, PLC, New Sub, New NV and the Trustee to execute and to do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in their sole opinion to carry out and to give effect to this Extraordinary Resolution and the implementation of the modifications referred to in this Extraordinary Resolution;

3.

(subject to paragraph 4 of this Extraordinary Resolution) sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer and the relevant Guarantors whether or not such rights arise under the Conditions, the Trust Deed or otherwise, involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation;

4.

discharges, holds harmless, indemnifies and exonerates the Trustee from all liability for which it may have become or may become liable under the Trust Deed in respect of any act or omission including, without limitation, in connection with this Extraordinary Resolution or its implementation, the substitution, giving of a guarantee and modifications referred to in this Extraordinary Resolution and any act or omission taken in connection with this Extraordinary Resolution or the implementation of the substitution, giving of a guarantee and modifications referred to herein;

5.

waives any claim Noteholders may have against the Trustee as a result of any liability they may suffer or incur as a result of acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding);

6.

approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and the capacity of any person to enter into the supplemental trust deed or any other amendments to the Trust Deed or the Conditions, of the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;

7.

declares that the implementation of this Extraordinary Resolution shall be conditional on:

(a)

the Consent Solicitation not having been terminated;

(a)

the passing of this Extraordinary Resolution;

(b)

the successful completion of Simplification on the Simplification Date; and

(c)

the agreement of (i) New NV to assume all obligations of the Issuer as issuer in respect of the Notes; and (ii) PLC to agree to provide the additional Guarantee in respect of the Notes; and

8.

acknowledges that the following terms, as used in this Extraordinary Resolution, shall have the meanings given below:

“Consent Solicitation” means the invitation by the Issuer to all Noteholders to consent to the modification of the Conditions relating to the Notes as described in the Consent Solicitation Memorandum and as the same may be



amended in accordance with its terms;

“Consent Solicitation Memorandum” means the consent solicitation memorandum dated 30 May 2018 prepared by the Issuer in relation to the Consent Solicitation;

“Dutch Merger” means the triangular level merger between NV, New NV and New Sub;

“New NV” means a public limited liability company incorporated under the laws of the Netherlands under the name Unilever International Holdings N.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 70363196, as such company may be renamed from time to time;

“New Sub” means a private company with limited liability incorporated under the laws of the Netherlands under the name Unilever International Holding B.V. and registered with the Dutch Trade Register of the Chamber of Commerce under number 71450041, as such company may be renamed from time to time;

“Notice of Meetings” means the notice convening the meeting of the Noteholders dated 30 May 2018;

“Simplification” means the U.K. Scheme, the Dutch Merger and the other implementation steps related thereto pursuant to which New NV will become the parent company of NV and PLC;

“Simplification Date” means the date on which Simplification is completed. Simplification shall be deemed completed at 00:00 Amsterdam time on the first day after the date on which the notarial deed for the Dutch Merger is executed; and

“U.K. Scheme” means the U.K. scheme of arrangement under Part 26 of the Companies Act 2006.”

## Background

The Issuers have convened the Meetings for the purpose of enabling the holders of Notes of each Series to consider and resolve, if they think fit, to pass the Extraordinary Resolution proposed in relation to the Notes of the relevant Series.

On 15 March 2018, Unilever announced the next steps in its transformation into a simpler, more agile and more focused business. The proposed Simplification will provide greater flexibility for strategic portfolio change and help drive long-term performance. Simplification will introduce a single holding company, New NV, with one class of shares and a global pool of liquidity.

Following Simplification, the Unilever group will produce a set of consolidated accounts for New NV and its subsidiaries (the “Consolidated Accounts”). Each of PLC and New Sub will produce standalone entity financial statements (the “Entity Accounts”), which are not consolidated accounts. The Entity Accounts together with the Consolidated Accounts are referred to as the “Accounts”.

In conjunction with Simplification, Unilever intends to simplify its debt structure by seeking approval from the relevant Noteholders of the proposed amendments set out in this Notice (the “Proposed Amendments”). Unilever is seeking approval by the Noteholders of (i) the substitution of New NV as issuer of the Notes, with a guarantee provided by the retiring issuer (New Sub (as successor to NV) or PLC, as the case may be), in addition to the existing

guarantees which will remain in force, and (ii) such other consequential amendments to the relevant Conditions as set out in this Notice in order to facilitate such substitution.

If Noteholders of any Series of Notes do not approve the Proposed Amendments, Unilever intends to transfer the listing of such Series of Notes to a multi-lateral trading facility such as the Global Exchange Market (the “GEM”) in Ireland. Implementation of the Proposed Amendments and/or a transfer of the listing of the Notes to a multi-lateral trading facility would enable Unilever to produce the Accounts as discussed above. It is not practicable or desirable to retain the Notes at the current NV and PLC level post-Simplification if they remain admitted to trading on a regulated market as this would result in an unduly onerous requirement, which Unilever group has never previously had, to produce separate consolidated accounts for each of New Sub (as successor to NV) and PLC in addition to the Accounts.

It is intended that new debt issued pursuant to Unilever’s European debt issuance programme will have (i) New N.V. as issuer and (ii) the benefit of guarantees by New Sub, PLC and UNUS. The intended consequence of the Proposed Amendments is that Notes of each Series will be structured in the same manner. For the avoidance of doubt, Unilever Capital Corporation will remain issuer in respect of notes currently outstanding from Unilever’s SEC-registered shelf and these notes will also benefit from an additional guarantee provided by New NV in due course.

For the avoidance of doubt, the outcome of the Consent Solicitations will have no impact on the timing or process of Simplification.

#### Consent Solicitations

The relevant Issuer has invited eligible holders of the Notes of each Series (each such invitation a “Consent Solicitation”) to consent to the approval, by Extraordinary Resolution at the relevant Meeting, of the modification of the Conditions relating to the relevant Series as described in paragraph 1 of the relevant Extraordinary Resolution as set out above, all as further described in the Consent Solicitation Memorandum (as defined in paragraph 5 of the Extraordinary Resolutions set out above).

Noteholders may obtain, from the date of this Notice, a copy of the Consent Solicitation Memorandum from the Tabulation Agent, the contact details for which are set out below. In order to receive a copy of the Consent Solicitation Memorandum, a Noteholder will be required to provide confirmation as to his or her status as a Noteholder.

Pursuant to each Consent Solicitation, each Noteholder from whom a valid Consent Instruction (as defined in the Consent Solicitation Memorandum) is received by the Tabulation Agent by the deadline specified in the Consent Solicitation Memorandum will, subject to the conditions set out in the Consent Solicitation Memorandum, be eligible to receive payment of an amount equal to 0.05 per cent. of the principal amount of the Notes that are the subject of such Consent Instruction (the “Early Participation Fee”), all as more fully described in the Consent Solicitation Memorandum.

#### General

Copies of (i) the relevant Trust Deed (as amended, restated and/or supplemented as at the issue date of each Series of Notes); and (ii) the current draft of the supplemental trust deed as referred to in each Extraordinary Resolution set out above are also available for inspection by Noteholders (a) on and from the date of this Notice up to and including the

date of the Meetings, at the specified offices of the Tabulation Agent during normal business hours on any week day (Saturdays, Sundays and public holidays excepted) up to and including the date of the Meetings and (b) at the Meetings and at the offices of Linklaters LLP, One Silk Street, London EC2Y 8HQ for 15 minutes before the Meetings. Any revised version of the relevant draft supplemental trust deed will be made available as described above and marked to indicate changes to the draft made available on the date of this Notice, and will supersede the previous draft of the relevant document and Noteholders will be deemed to have notice of any such changes.

The attention of Noteholders is particularly drawn to the procedures for voting, quorum and other requirements for the passing of the Extraordinary Resolutions at the Meetings or any meeting held following any adjournment of any Meeting, which are set out in “Voting and Quorum” below. Having regard to such requirements, Noteholders are strongly urged either to attend the relevant Meeting or to take steps to be represented at the relevant Meeting (including by way of submitting Consent Instructions) as soon as possible.

### Interpretation

As used in this notice:

“2013 Trust Deed” means the trust deed dated 22 July 1994 as supplemented by the Seventeenth Supplemental Trust Deed dated 3 May 2013 made between, inter alia, NV, PLC and the Trustee;

“2014 Trust Deed” means the trust deed dated 22 July 1994 as supplemented by the Nineteenth Supplemental Trust Deed dated 2 May 2014 made between, inter alia, NV, PLC and the Trustee;

“2015 Trust Deed” means the trust deed dated 22 July 1994 as supplemented by the Twentieth Supplemental Trust Deed dated 1 May 2015 made between, inter alia, NV, PLC and the Trustee;

“2016 Trust Deed” means the trust deed dated 22 July 1994 as supplemented by the Twenty First Supplemental Trust Deed dated 22 April 2016 made between, inter alia, NV, PLC and the Trustee;

“Applicable Trust Deed” means the 2013 Trust Deed, the 2014 Trust Deed, the 2015 Trust Deed or the 2016 Trust Deed (as the case may be); and

“Trustee” means The Law Debenture Trust Corporation p.l.c.

### Voting and Quorum

Noteholders who have submitted and not revoked (in the limited circumstances in which revocation is permitted) a valid Consent Instruction in respect of the relevant Extraordinary Resolution by 9:30 a.m. (London time) on 22 June 2018 (the “Expiration Deadline”), by which they will have given instructions for the appointment of one or more representatives of the Tabulation Agent by the relevant Paying Agent as their proxy to vote in favour of or against (as specified in the relevant Consent Instruction) the relevant Extraordinary Resolution at the relevant Meeting (or any adjourned such Meeting), or abstain from voting (as the case may be), need take no further action to be represented at the relevant Meeting (or any such adjourned such Meeting).

Noteholders who have not submitted or have submitted and subsequently revoked (in the limited circumstances in which such revocation is permitted) a Consent Instruction in respect of the relevant Extraordinary Resolution should take note of the provisions set out below detailing how such Noteholders can attend or take steps to be represented at the relevant Meeting (references to which, for the purpose of such provisions, include, unless the context otherwise

requires, any adjourned such Meeting).

1.

Subject as set out below, the provisions governing the convening and holding of each Meeting are set out in The Eighth Schedule to the Applicable Trust Deed, copies of which are available from the date of this Notice to the conclusion of the Meetings (or any adjourned Meetings) as referred to above. For the purposes of the Meetings, a “Noteholder” means a Direct Participant (as defined below).

2.

All of the Notes are represented by global Notes held by a common safekeeper for Euroclear and/or Clearstream, Luxembourg. For the purposes of this Notice, a “Direct Participant” means each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular principal amount of the Notes.

A Direct Participant or beneficial owner of Notes wishing to attend the relevant Meeting in person must produce at the relevant Meeting a valid voting certificate or certificates issued by a Paying Agent relating to the Notes in respect of which it wishes to vote.

A Direct Participant or beneficial owner of Notes not wishing to attend and vote at the relevant Meeting in person may either deliver its valid voting certificate(s) to the person whom it wishes to attend on its behalf or the Direct Participant may (or the beneficial owner of the Notes may arrange for the relevant Direct Participant on its behalf to) give a voting instruction (by giving voting and blocking instructions to Euroclear or Clearstream, Luxembourg (a “Euroclear/Clearstream Instruction”) in accordance with the procedures of Euroclear or Clearstream, Luxembourg) requiring a Paying Agent to include the votes attributable to its Notes in a block voting instruction issued by the Paying Agent for the relevant Meeting or any adjourned such Meeting, in which case the Paying Agent shall appoint a proxy to attend and vote at such Meeting in accordance with such Direct Participant’s instructions.

A Direct Participant must request the relevant clearing system to block the relevant Notes in its account and to hold the same to the order or under the control of the relevant Paying Agent not later than 48 hours before the time appointed for holding the relevant Meeting in order to obtain voting certificates or give voting instructions in respect of such Meeting. In the case of Euroclear/Clearstream Instructions, such blocking instructions are part of the electronic instructions that must be given. Notes so blocked will not be released until the earlier of:

(i)  
the conclusion of the relevant Meeting (or, if applicable, any adjourned such Meeting); and

(ii)

(A)  
in respect of voting certificate(s), the surrender to the relevant Paying Agent of such voting certificate(s) and notification by the relevant Paying Agent to the relevant clearing system of such surrender or the compliance in such any other manner with the rules of the relevant clearing system relating to such surrender; or

(B)  
in respect of voting instructions, not less than 48 hours before the time for which the relevant Meeting (or, if applicable, any adjourned such Meeting) is convened, the notification in writing of any revocation of a Direct Participant’s previous instructions to the relevant Paying Agent and the same then being notified in writing by the relevant Paying Agent to the Issuer at least 24 hours before the time appointed for holding the relevant Meeting and such Notes ceasing in accordance with the procedures of the relevant clearing system and with the agreement of the relevant Paying Agent to be held to its order or under its control.

Noteholders should note that voting instructions (unless validly revoked) given and voting certificates obtained in respect of a Meeting shall remain valid for any adjourned such Meeting.

3.

The quorum required at any Meeting is two or more persons present holding Notes or voting certificates or being proxies or representatives and holding or representing in aggregate not less than a clear majority in principal amount of the Notes of the relevant Series for the time being outstanding. If a quorum is not present within 30 minutes after the time appointed for the relevant Meeting, such Meeting will be adjourned for a period being not less than 14 days and not more than 42 days and at a time and place appointed by the Chairman and the relevant Extraordinary Resolution will be considered at such adjourned Meeting (notice of which will be given to the Noteholders in accordance with the Conditions and the Applicable Trust Deed). The quorum at any such adjourned Meeting will be two or more persons present holding Notes or voting certificates or being proxies or representatives and holding or representing in aggregate any principal amount of the relevant Series for the time being outstanding. The holding of any adjourned Meeting will be subject to the Issuer giving at least 14 days' notice in accordance with the relevant Conditions and the Applicable Trust Deed that such adjourned Meeting is to be held.