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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Maximum Offering Price Per Unit(1)	Maximum Aggregate Offering Price	Amount of Registration Fee
2.750% Notes due 2016	$500,000,000	100%	$500,000,000	$58,050
4.250% Notes due 2021	$1,000,000,000	100%	$1,000,000,000	$116,100

(1) Calculated in accordance with Rule 457(r) under the Securities Act of 1933 (the "Securities Act").

(2) Pursuant to Rule 415(a)(6), $9,250,000,000 aggregate principal amount of securities which were registered on registration statem were included in registration statement No. 333-155427. Following this offering, $6,250,000,000 aggregate principal amount of s available for takedown from Registration Statement No. 333-155427.

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PROSPECTUS SUPPLEMENT
(To Prospectus dated November 18, 2008)

Unilever Capital Corporation

$500,000,000 2.750% Senior Notes due 2016
$1,000,000,000 4.250% Senior Notes due 2021

Payment of Principal, Premium, if any, and Interest Guaranteed Jointly, Severally, Fully and Unconditi

Unilever N.V., Unilever PLC
and Unilever United States, Inc.

Unilever Capital Corporation will pay interest on the Notes on February 10 and August 10 of each year, commencing August 10, 20
in denominations of $100,000 and integral multiples of $1,000 in excess of $100,000.

Unilever Capital Corporation may redeem the Notes in whole or in part at any time at the redemption prices described in this prospe
interest. See "Description of the Notes."

See "Risk Factors" beginning on page S-3 of this prospectus supplement for a discussion of certain risks that you should co investment in the Notes.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these secu or adequacy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal off

	Per 2016 Note	Total	Per 2021 Note
Public Offering Price	99.898%	$499,490,000	99.661%
Underwriting Discount(1)	0.350%	$ 1,750,000	0.450%
Proceeds to Unilever Capital Corporation	99.548%	$497,740,000	99.211%

(1) See "Underwriting."

The initial public offering price set forth above does not include accrued interest, if any. Interest on the Notes will accrue from Febr
the purchaser if the Notes are delivered after February 10, 2011.

The underwriters expect to deliver the Notes in book-entry form only through the facilities of The Depository Trust Company and it
Clearstream and Euroclear, on February 10, 2011.

Joint Bookrunners

Deutsche Bank Securities **J.P. Morgan**

Prospectus Supplement dated February 7, 2011.

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You should rely only on the information contained in or incorporated by reference in this prospectus supplement and the ac not authorized anyone to provide you with different information. We are not making an offer of these securities in any state whe should not assume that the information contained or incorporated by reference into this prospectus supplement or the accompan any date other than the date on the front of this prospectus supplement.

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Prospectus Supplement

Prospectus

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We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not per condition, results of operations and prospects may have changed since the date on the front cover of this prospectus supplement.

The distribution of this prospectus supplement and prospectus and the offering of the Notes in certain jurisdictions may be restricted supplement and prospectus do not constitute an offer, or an invitation on our behalf or on behalf of the underwriters or any of them to sul Notes, and may not be used for or in connection with an offer or solicitation by anyone, in any jurisdiction in which such an offer or soli person to whom it is unlawful to make such an offer or solicitation. See "Underwriting."

Unilever N.V. and Unilever PLC and their group companies are together referred to in this prospectus as "Unilever," the "Unilever For such purposes "group companies" means, in relation to Unilever N.V. and Unilever PLC, those companies required to be consolidate Netherlands and United Kingdom legislative requirements relating to consolidated accounts. Unilever N.V. and Unilever PLC and their a single group for the purpose of meeting those requirements.

In this prospectus references to "$," "US$," "US dollars" and "United States dollars" are to the lawful currency of the United States and "pounds sterling" are to the lawful currency of the United Kingdom and references to "€" and "euro" are to the lawful currency of the Monetary Union that have adopted or that adopt the single currency in accordance with the Treaty establishing the European Community European Union.

References to the "2016 Notes" are to the 2.750% Senior Notes due 2016 and references to the "2021 Notes" are to the 4.250% Seni and the 2021 Notes together, the "Notes"), in each case issued by Unilever Capital Corporation and guaranteed jointly, severally, fully ar Unilever N.V., Unilever PLC and Unilever United States, Inc.

ABOUT THIS PROSPECTUS SUPPLEMENT

This prospectus supplement is part of a registration statement filed with the Securities and Exchange Commission utilizing a "shelf" file with the SEC (and attached hereto) a prospectus dated November 18, 2008 that provides you with a general description of the offered prospectus supplement contains specific information about the terms of this offering. This prospectus supplement adds, updates and chan prospectus. You should read the prospectus and this prospectus supplement, together with additional information described below under More Information About Us."

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RISK FACTORS

Economic

Unilever's business is dependent on continuing consumer demand for our brands. Reduced consumer wealth driven by adverse econ consumers becoming unwilling or unable to purchase our products, which could adversely affect our cash flow, turnover, profits and pro large number of global brands, some of which have a significant carrying value as intangible assets: adverse economic conditions may re which could require us to impair their balance sheet value.

During economic downturns access to credit could be constrained. This could impact the viability of our suppliers and customers an flow of day-to-day cash transactions with suppliers and customers via the banks.

Adverse economic conditions may affect one or more countries within a region, or may extend globally. The impact on our overall p severity of the economic slowdown, the mix of countries affected and any government response to reduce the impact such as fiscal stimu measures to minimise unemployment.

Markets

Unilever operates globally in competitive markets where the activities of other multinational companies, local and regional compan significant private label business may adversely affect our market shares, cashflow, turnover, profits and/or profit margins.

In 2010, more than half of Unilever's turnover came from developing and emerging markets including Brazil, India, Indonesia, Turk and Russia. These markets are typically more volatile than developed markets, so we are continually exposed to changing economic, pol outside our control, any of which could adversely affect our business. Failure to understand and respond effectively to local market deve flow, turnover, profit and/or profit margins.

Brands and innovation

Unilever's Mission is to help people feel good, look, good and get more out of life with brands and services that are good for them a achieved by designing and delivering superior branded products/services at relevant price points to consumers across the globe. Failure t develop new products, lack of technical capability in the research and development function, lack of prioritisation of projects and/or failu successfully and quickly roll out the products may adversely impact our cash flow, turnover, profit and/or profit margins and may impac

Customer

Increasing competitive pressure from and consolidation of customers could adversely impact our cashflow, turnover, profits and/or

Maintaining successful relationships with our customers is key to ensuring our brands are successfully presented to our consumers a times. Any breakdown in the relationships with customers could reduce the availability to our consumers of existing products and new pr impact our cash flow, turnover, profits and/or profit margins.

The retail industry continues to consolidate in many of our markets. Further consolidation and the continuing growth of discounters
retail environment by increasing customers' purchasing power, increasing the demand for competitive promotions and price discounts,

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increase cross-border sourcing to take advantage of pricing arbitrage and thus adversely impact our cash flow, turnover, profits and/or pr
between retailers could place pressure on retailer margins and increase the counterparty risk to Unilever.

Financial/Treasury

Our global operations expose us to changes in liquidity, interest rates, currency exchange rates, pensions and taxation, which may h
business.

As a global organisation Unilever's asset values, earnings and cashflows are influenced by a wide variety of currencies, interest rate
taxes. If we are unable to manage our exposures to any one, or a combination, of these factors, this could adversely impact our cash flow
material and significant shortfall in net cash flow could undermine Unilever's credit rating, impair investor confidence and hinder our abi
access to credit markets, commercial paper programmes, long-term bond issuances or otherwise. In times of financial market volatility, v
counterparty risks with banks.

We are exposed to market interest rate fluctuations on our floating rate debt. Increases in benchmark interest rates could increase the
debt and increase the cost of future borrowings. Our inability to manage the interest cost effectively could have an adverse impact on our
margins.

Because of the breadth of our international operations we are subject to risks from changes to the relative value of currencies which
have a significant impact on our assets, cashflow, turnover, profits and/or profit margins. Further, because Unilever consolidates its finan
to exchange risks associated with the translation of the underlying net assets of its foreign subsidiaries. We are also subject to the imposi
individual countries which could limit our ability to import materials paid by foreign currency or to remit dividends to the parent compan

Certain businesses have defined benefit pension plans, most now closed to new employees, which are exposed to movements in inte
underlying investments and increased life expectancy. Changes in any or all of these inputs could potentially increase the cost to Unileve
therefore have an adverse impact on profitability and cash flow.

In view of the current economic climate and deteriorating government deficit positions, tax legislation in the countries in which we
which may have an adverse impact on our profits.

Consumer safety and sustainability

Our industry is subject to focus on social and environmental issues, including sustainable development, product safety and renewab
applicable standards or expectations with respect to these issues, our reputation could be damaged and our business adversely affected.

Unilever has developed a strong corporate reputation over many years for its focus on social and environmental issues, including pr
resources. The Unilever brand logo is now displayed on all our products and increasingly displayed in our advertising, increasing our ext
launched the Unilever Sustainable Living Plan that sets out our social and environmental ambitions for the coming decade. The environn
most significant are those relating to CO_2 from energy that we use, the water we consume as part of our production processes and the am

disposal. Failure to design products with a lower environmental footprint could damage our reputation and hence long-term cash flow,

turnover, profits and/or profit margins. Should we fail to meet high product safety, social, environmental and ethical standards across all
operations and activities it could impact our reputation, leading to the rejection of products by consumers, damage to our brands includin
diversion of management time into rebuilding our reputation.

Operations

Our input costs are subject to fluctuation and we are reliant on efficient suppliers and regional/global supply chains to produce and
customers.

Our ability to make products is dependent on securing timely and cost-effective supplies of production materials, some of which are
price of commodities and other key materials, labour, warehousing and distribution fluctuates according to global economic conditions,
on our product costs. We saw commodity prices rise during the second half of 2010 and this looks set to continue in 2011. If we are unab
for higher input costs, this could reduce our cash flow, profits and/or profit margins. If we increase prices more than our competitors, thi
competitiveness and hence market shares.

Further, two-thirds of the raw materials that we buy come from agriculture. Changing weather patterns, water scarcity and unsustain
long-term viability of agricultural production. A reduction in agricultural production may limit our ability to manufacture products in the

We are dependent on regional and global supply chains for the supply of raw materials and services and for the manufacture, distrib
We may be unable to respond to adverse events occurring in any part of this supply chain such as changes in local legal and regulatory s
disruptions, environmental and industrial accidents, bankruptcy of a key supplier or failure to deliver supplies on time and in full, which
orders to our customers. Any of the foregoing could adversely impact our cash flow, turnover, profits and/or profit margins and harm ou

People and talent

Our success depends on attracting, developing and retaining talented people within our business. Any shortfall in recruitment or ret
ability to deliver our strategy and compete in our markets.

Attracting, developing and retaining talented employees is essential to the delivery of our strategy. If we fail to determine the appro
implement our strategy and subsequently fail to recruit or develop the right number of appropriately qualified people, or if there are high
adversely affect our ability to operate successfully, and hence grow our business and effectively compete in the marketplace.

Legal and regulatory

Unilever is subject to many local, regional and global jurisdictions. Failure to comply with local laws and regulatory regimes could
penalties, fines and/or imprisonment of its executives.

Unilever is subject to local, regional and global rules, laws and regulations, covering such diverse areas as product safety, product c
patents, employee health and safety, the environment, corporate governance, listing and disclosure, employment and taxes. Important reg

business include the European Commission and the US Food and Drug Administration. Failure to comply with laws and regulations coul
and/or

criminal legal challenge and, if upheld, fines or imprisonment imposed on us or our employees. Further, our reputation could be significa
relating to such a breach of laws or regulations and such damage could extend beyond a single geography.

Integration of acquisitions, restructuring and change management

Integration of acquisitions and ongoing restructuring initiatives involve significant changes to our organisation. If we are unable to s
changes in a timely manner, we may not realise the expected benefits from the restructuring.

Since September 2009, Unilever has announced €4.6 billion of acquisitions and our global and regional restructuring programmes w
that we are unable to successfully implement these changes in a timely manner or at all, or effectively manage third-party relationships a
may not be able to realise some or all of the anticipated expense reductions. In addition, because some of the restructuring changes invol
disruption could harm the operations of our business, our reputation and/or relationship with our employees.

Other risks

Unilever is exposed to varying degrees of risk and uncertainty related to other factors including physical, environmental, political, s
environments in which we operate, failure to complete planned divestments, taxation risks, failure to resolve insurance matters within cu
priorities of our boards of directors. All these risks could materially affect the Group's business, our turnover, operating profits, net profit
may be risks which are unknown to Unilever or which are currently believed to be immaterial.

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WHERE YOU CAN FIND MORE INFORMATION ABOUT US

Unilever N.V. and Unilever PLC file reports and other information with the SEC. You may read and copy any document we file at t 100 F Street, N.E. Room 1580, N.W. Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the pu

The SEC also maintains a web site that contains reports and other information about issuers, like us, who file electronically with the *www.sec.gov*.

The SEC allows us to "incorporate by reference" into this prospectus supplement the information filed with or furnished to it, which important information to you by referring you to those documents.

The information incorporated by reference is an important part of this prospectus supplement, and information that we file with the prospectus supplement will automatically update and supersede this information. There are incorporated by reference the following docu the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, including any Form 6-K that we furnish to the S have sold all of the Notes (Unilever N.V.'s and Unilever PLC's file numbers with the SEC are No. 1-4547 and No. 1-4546, respectively):

(a) Unilever N.V.'s Annual Report on Form 20-F for the year ended December 31, 2009;

(b) Unilever PLC's Annual Report on Form 20-F for the year ended December 31, 2009;

(c) Unilever N.V.'s Reports on Form 6-K furnished to the Securities and Exchange Commission on March 31, 2010 (Chairma Voting Instruction Form), April 1, 2010 (Unilever Board Changes; Steps to Further Improve Corporate Governance), June Prospectus, N.V. Preference Shares), August 2, 2010 (Sale of Italian Frozen Food Business), September 1, 2010 (New Ar September 27, 2010 (Unilever to Acquire Alberto Culver), November 5, 2010 (Half Year Results), November 17, 2010 (U Home & Personal Care), December 6, 2010 (Unilever Completes Sara Lee Acquisition), December 9, 2010 (Unilever Boa (Alberto Culver Shareholder Approval) and February 4, 2011 (2010 Full Year Results); and

(d) Unilever PLC's Reports on Form 6-K furnished to the Securities and Exchange Commission on March 31, 2010 (Chairma Proxy Form), April 1, 2010 (Unilever Board Changes; Annual Financial Report Announcement; Steps to Improve Corpor Information Update), June 2, 2010 (Publication of Prospectus; N.V. Preference Shares; Result of AGM; Director Declarat Italian Frozen Food Business), September 27, 2010 (Unilever to Acquire Alberto Culver), November 5, 2010 (Half Year I (Unilever Further Strengthens Home & Personal Care), December 6, 2010 (Unilever Completes Sara Lee Acquisition), De Change), December 20, 2010 (Alberto Culver Shareholder Approval) and February 4, 2011 (2010 Full Year Results).

The Notes will be governed by the indenture dated as of August 1, 2000 between Unilever Capital Corporation, Unilever N.V., Uni Inc. and The Bank of New York, as trustee, which has been filed as an exhibit to the registration statement (File No. 333-155427) of whi forms a part and is incorporated by reference in this prospectus supplement.

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You may request a paper copy of these filings at no cost, by writing, faxing or telephoning:

Vice President—Finance, Controller
Unilever United States, Inc.
800 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel: (201) 894-7847
Fax: (201) 871-8022

Neither Unilever Capital Corporation nor Unilever United States, Inc. prepares annual or interim financial statements for public dist

EXCHANGE RATES

The following table sets forth, for the periods and dates indicated, certain information concerning the Noon Buying Rate in New Yo certified for customs purposes by the Federal Reserve Bank of New York (i) for pounds sterling (expressed in US$ per £1.00) and (ii) fo US$1.00).

	Years Ended, December 31					Six Months Ended June 30		One month ended					
	2006	2007	2008	2009	2010	2009	2010	Aug 31, 2010	Sept 30, 2010	Oct 31, 2010	Nov 30, 2010	Dec 31, 2010	Jan 201
US$ per £1.00													
Rate at period end	1.96	1.98	1.46	1.62	1.54	1.65	1.49	1.54	1.57	1.60	1.56	1.54	
Average rate	1.86	2.01	1.84	1.56	1.55	1.49	1.52	1.57	1.56	1.59	1.60	1.56	
High	1.98	2.11	2.03	1.57	1.64	1.65	1.64	1.60	1.59	1.60	1.63	1.59	
Low	1.73	1.92	1.44	1.37	1.43	1.37	1.43	1.54	1.53	1.57	1.56	1.54	
US$ per Euro 1.00													
Rate at period end	1.32	1.46	1.39	1.43	1.33	1.40	1.23	1.27	1.36	1.39	1.30	1.33	
Average rate	1.26	1.37	1.47	1.39	1.33	1.33	1.33	1.29	1.31	1.39	1.37	1.32	
High	1.33	1.49	1.60	1.51	1.45	1.42	1.45	1.33	1.36	1.41	1.42	1.34	
Low	1.19	1.29	1.24	1.25	1.20	1.25	1.20	1.27	1.27	1.37	1.30	1.31	

On January 28, 2011, the exchange rates between euros and US dollars and between Sterling and US dollars were as follows: 1.58US$ = £1.00 and 1.36US$ = Euro 1.00

(1) Through January 28, 2011.

FORWARD-LOOKING AND CAUTIONARY STATEMENTS

This prospectus supplement may contain forward-looking statements, including 'forward-looking statements' within the meaning of Litigation Reform Act of 1995. Words such as 'expects', 'anticipates', 'intends', 'believes' or the negative of these terms and other similar or results, and their negatives, are intended to identify such forward-looking statements. These forward-looking statements are based upo assumptions regarding anticipated developments and other factors affecting the Group. They are not historical facts, nor are they guarant these forward-looking statements involve risks and uncertainties, there are important factors that could cause actual results to differ mate implied by these forward-looking statements. Market conditions for our business were challenging in 2010 and we do not anticipate this Economic pressures are expected to continue to weigh heavily on consumer spending, particularly in developed markets where the comb and high unemployment is likely to constrain disposable incomes. In addition, there are many factors that could cause our results to diffe among others, competitive pricing and activities, economic slowdown, industry consolidation, access to credit markets, recruitment level prices, continued availability of raw materials, prioritisation of projects, consumption levels, costs, the ability to maintain and manage ke supply chain sources, consumer demands, currency values, interest rates, the ability to integrate acquisitions and complete planned dives planned restructuring activities, physical risks, environmental risks, the ability to manage regulatory, tax and legal matters and resolve pe estimates, legislative, fiscal and regulatory developments, political, economic and social conditions in the geographic markets where the changed priorities of the Boards. Further details of potential risks and uncertainties affecting the Group are described in the Group's filin Exchange, Euronext Amsterdam and the US Securities and Exchange Commission, including the Group's Annual Report on Form 20-F f 2009 and the Annual Report and Accounts 2009. These forward-looking statements speak only as of the date of this prospectus supplem applicable law or regulation, the Group expressly disclaims any obligation or undertaking to release publicly any updates or revisions to contained herein to reflect any change in the Group's expectations with regard thereto or any change in events, conditions or circumstanc based.

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UNILEVER GROUP

UNILEVER N.V. AND UNILEVER PLC

History and Structure of Unilever

Unilever N.V. ("**N.V.**") and Unilever PLC ("**PLC**") are the two parent companies of the Unilever Group. N.V. was incorporated und Vennootschap Margarine Unie in The Netherlands in 1927. PLC was incorporated under the name Lever Brothers Limited in England ar

Together with their respective group companies, N.V. and PLC operate effectively as a single economic entity. This is achieved by between N.V. and PLC (The Equalisation Agreement, The Deed of Mutual Covenants and The Agreement for Mutual Guarantees of Bor provisions in the Articles of Association of N.V. and PLC. N.V. and PLC have the same Directors, have the same Chairman and adopt th Shareholders of both companies receive dividends on an equalised basis. N.V. and PLC and their group companies constitute a single rep presenting consolidated accounts. Accordingly, the accounts of the Unilever Group are presented by both N.V. and PLC as their respecti

N.V. and PLC have agreed to co-operate in all areas and ensure that all group companies act accordingly. N.V. and PLC are holding business activity of Unilever is carried out by their subsidiaries around the world. Shares in group companies may ultimately be held wh jointly by the two companies, in varying proportions.

The two companies have different shareholder constituencies and shareholders cannot convert or exchange the shares of one compa listed in Amsterdam and New York. PLC is listed in London and New York.

BUSINESS OF THE UNILEVER GROUP

Description of Business

Unilever is one of the world's leading suppliers of fast-moving consumer goods across foods and home and personal care categories

Regions

Three regions—Western Europe, the Americas and Asia Africa Central and Eastern Europe—are responsible for managing Unileve operations in their regions. These regions have profit responsibility for the local go-to-market operations in their territory. The focus is p relationships with customers, manage supply chain networks, and deploy brands and innovations effectively, focused on excellent execu performance is measured in terms of in-year financial results, customer service levels, and market shares.

Global Category Organization

We have a single global category organization covering all our brands across nutrition, hygiene and personal care. The global categ

category and brand strategies, to create exciting new brand communication, product innovation and renovation, and provide strategic dir
global category is responsible for medium-term value creation, as measured by market share, category growth, brand health and innovati

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Brands

We manage our brands under the following category headings: savoury; dressings and spreads; ice cream and beverages; personal c

Savoury, dressings and spreads includes soups, bouillons, sauces, snacks, mayonnaise, salad dressings, margarines, spreads and c margarines and some frozen foods. Our key brands here are *Knorr, Hellmann's, Becel Flora (Healthy Heart), Rama Blue Band (I Wishbone, Amora, Ragú and Bertolli* (other than olive oil).

Ice cream and beverages includes ice cream sold under the international *Heart* brand, including *Cornetto*, *Magnum, Carte d'Or* ar and *Ola.* Our portfolio also includes *Ben & Jerry's, Breyers, Klondike* and *Popsicle*. This category also includes tea-based bevera *Lipton, Brooke Bond* and *PG Tips.* This group also includes weight management products, principally *Slim-Fast*, and nutritionally developing markets, including *Annapurna* and *AdeS/AdeZ.*

Within these groups, we also include sales of our *Foodsolutions* business, which is a global food service business providing solution caterers.

In Personal Care, six global brands are the core of our business in the mass skin care, daily hair care and deodorants product areas— and *Degree*), *Sunsilk* (including *Seda/Sedal), Axe* and *Pond's.* Other important brands include *Suave, Clear, Lifebuoy* and *Vaseline,* toget oral care. *Radox*, *Duschdas* and *Neutral* are additional key personal care brands acquired at the end of 2010.

Our Home Care ranges include laundry products (outside of North America), such as tablets, traditional powders and liquids for wa machine. Tailored products including soap bars are available for lower-income consumers. Our brands include *Omo* ("Dirt is Good" platf Our household care products include surface cleaners and bleach, sold under the *Cif, Domestos* and *Sun/Sunlight* brands.

LITIGATION UPDATE

Competition Investigations

As previously reported, in June 2008 the European Commission initiated an investigation into potential competition law infringeme relation to consumer detergents. While the investigation is ongoing, Unilever has concluded that it is now appropriate to take a provision

In addition and as previously reported, Unilever is involved in a number of other ongoing investigations by national competition aut countries including Greece, France, the Netherlands, Belgium and Germany. These investigations are at various stages and concern a var have been made to the extent appropriate.

It is Unilever's policy to co-operate fully with the competition authorities in the context of all ongoing investigations. In addition, U internal competition law compliance procedures on an ongoing basis.

Tax cases Brazil

During 2004 in Brazil, and in common with many other businesses operating in that country, one of our Brazilian subsidiaries recei
the Federal Revenue Service. The notice alleges that a 2001 reorganisation of our local corporate structure was undertaken without valid
court and if upheld, will result in a tax payment relating to years

from 2001 to the present day. The 2001 reorganisation was comparable with restructurings done by many companies in Brazil. We believ
successful challenge by the tax authorities is remote, however, there can be no guarantee of success in court.

Unilever Capital Corporation

Unilever Capital Corporation was incorporated under the laws of the State of Delaware on October 7, 1982 for the sole purpose of i
and making the net proceeds of such issues available to companies in the Unilever Group. All of the common stock of Unilever Capital C
United States, Inc. Its registered office is at 1209 Orange Street, Wilmington, Delaware 19801. Its principal place of business is at 800 Sy
New Jersey 07632.

Unilever United States, Inc.

Unilever United States, Inc. ("**Unilever U.S.**") was incorporated in 1977 in the State of Delaware. All of the common stock of Unile
indirectly by Unilever N.V. and Unilever PLC. Its registered office is at 1209 Orange Street, Wilmington, Delaware 19801 and its princi
Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Unilever U.S.'s principal operating subsidiary is Conopco, Inc., a Delaware corpo

Unilever U.S. supplies fast moving consumer goods across the foods and home and personal care product categories. Its key brands
Axe, *Ben & Jerry's*, *Bertolli* (other than olive oil), *Breyers*, *Caress*, *Country Crock*, *Degree*, *Dove*, *Hellmann's*, *Lipton*, *Knorr*, *Popsicle*, *
Suave and *Vaseline*.

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CAPITALIZATION

Capitalization of Unilever

As explained above in the section "Unilever Group—History and Structure," Unilever N.V. and Unilever PLC operate as nearly as i the position of the shareholders of both companies being, as nearly as possible, the same as if they held shares in a single company. Acco forth our consolidated cash and capitalization for Unilever at December 31, 2010 on a historical basis and as adjusted to give effect to thi proceeds therefrom. The information in this table has been derived from, and the table should be read in conjunction with, the unaudited accounts of the Unilever Group for the year ended December 31, 2010 and other financial data included elsewhere or incorporated by ref supplement. All information is presented in accordance with International Financial Reporting Standards. Please see "Use of Proceeds."

	As of December 31, 2010			
	Historical		As adjusted	
	(€ millions)	(US$ millions)(2)	(€ millions)	(US$ millions
Cash and cash equivalents	2,316	3,080	3,436	4
Short-term borrowings	1,978	2,631	1,978	2
Long-term borrowings	6,955	9,250	8,075	10
Total borrowings(1)	8,933	11,881	10,053	13
Total Shareholders' equity	14,485	19,265	14,485	19
Total capitalization	23,418	31,146	24,536	32

(1) Total borrowings excludes total finance lease creditors of €208 million at December 31, 2010.

(2) Translations into U.S. dollars are for convenience only and are computed at the Noon Buying Rate on Decembe

There has been no other material change in the consolidated capitalization of Unilever N.V. or Unilever PLC since December 31, 2

USE OF PROCEEDS

Our net proceeds from the offering will be approximately $1,489 million. Our "net proceeds" are the amounts we will receive from deducting estimated underwriting discounts and other offering expenses we will pay. We plan to use the net proceeds for general corpora

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SELECTED FINANCIAL DATA

Financial record under International Financial Reporting Standards ("IFRS")

	Year ended		
	December 31, 2010 (unaudited)		December 31, 2009
	€ million		€ million
Consolidated Income Statement			
Continuing Operations:			
Turnover	44,262		39,823
Net profit from continuing operations	4,698		3,659
Total Operations:			
Basic earnings per share	1.51	€	1.21
Diluted earnings per share	1.46	€	1.17
Ratio of earnings to fixed charges (times) (a)	**10.7**		**8.8**

Consolidated Balance Sheet	December 31, 2010 (unaudited) € millions	December 31, 2009 € millions
Total assets	41,167	37,016
Total assets less total liabilities (net assets)	15,078	12,536

(a) In the ratio of earnings to fixed charges, earnings consist of net profit from continuing operatio joint ventures and associates increased by fixed charges, income taxes and dividends received Fixed charges consist of interest payable on debt and a portion of lease costs determined to be takes no account of interest receivable although Unilever's treasury operations involve both bo

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DESCRIPTION OF THE NOTES

The following description of the particular terms of the Notes offered hereby supplements, and to the extent inconsistent therewith r
general terms and provision of the guaranteed debt securities set forth in the accompanying prospectus, to which description reference is
the indenture and related form of notes before making your investment decision. Those documents govern your rights as a holder of Note
Information About Us."

Brief Description of the Notes and Guarantees

The Notes of each series will be unsecured obligations of Unilever Capital Corporation and will rank equally with all other unsecure
Unilever Capital Corporation.

The payment of principal, premium, if any, and interest on the Notes will be guaranteed jointly, severally, fully and unconditionally
and Unilever U.S.

No sinking fund has been provided for the Notes.

See "Description of Debt Securities and Guarantees" beginning on page 5 in the accompanying prospectus.

Principal, Maturity and Interest

The 2016 Notes will be issued in an aggregate principal amount of $500,000,000 and the 2021 Notes will be issued in an aggregate
$1,000,000,000. Unless otherwise redeemed, the 2016 Notes will mature on February 10, 2016 and the 2021 Notes will mature on Febru
The 2016 Notes will bear interest at the rate of 2.750% per annum, and the 2021 Notes will bear interest at the rate of 4.250% per annum
from the most recent interest payment date to which interest has been paid or provided for, payable semi-annually on February 10 and Au
August 10, 2011 to the persons in whose name the Notes are registered at the close of business on the related record date, February 1 or A
preceding such interest payment date.

Further Issues

Unilever Capital Corporation may from time to time, without notice to, or the consent of, the registered holders of the Notes, create
rank to the Notes of either series in all respects (or in all respects except for the payment of interest accruing prior to the issue date of the
either series may be consolidated and form a single series with the original Notes of that series and have the same term as to status, reder
series of Notes.

Redemption

Unilever Capital Corporation may, at its option, redeem the Notes of either series in whole at any time or in part from time to time. so redeemed shall equal any accrued and unpaid interest thereon to the redemption date, plus the greater of (a) the principal amount there Discounted Remaining Payments. For purposes of this redemption provision, the following terms have the meanings set forth below:

"Discounted Remaining Payments" means an amount equal to the sum of the Current Values of the amounts of interest and principa Unilever Capital Corporation pursuant to the terms of the Notes on each interest payment date after the redemption date and at

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Stated Maturity of the final payment of principal thereof (assuming that Unilever Capital Corporation had not redeemed such Notes prior

"Current Value" means, in respect of any amount, the present value of that amount on the redemption date after discounting that am the originally scheduled date for payment on the basis of the Treasury Rate plus 7.5 basis points in the case of the 2016 Notes and 10 bas Notes.

"Treasury Rate" means a per annum rate (expressed as a decimal and, in the case of United States Treasury bills, converted to a per redemption date to be the per annum rate equal to the semi-annual bond equivalent yield to maturity for United States Treasury securities the final payment of principal of the Notes redeemed pursuant to the provisions described above, as determined by reference to the week United States Treasury securities maturing on such Stated Maturity as reported in the most recent Statistical Release H.15(519) of the Bo Reserve.

The Notes of either series are also redeemable at the option of Unilever Capital Corporation, in whole but not in part, at any time at accrued interest to the Redemption Date in the event of certain changes in the tax laws of the United States, the United Kingdom or The prospectus supplement (subject to the right of holders of record on the relevant record date to receive interest due on an Interest Payment Redemption Date). See "Description of Debt Securities and Guarantees—Redemption of Debt Securities Under Certain Circumstances"

Notice of any redemption will be mailed at least 30 days, but not more than 60 days, before the redemption date to each holder of N appearing in the security register relating to the Notes. Unless Unilever Capital Corporation defaults in payment of the redemption price, interest ceases to accrue on such Notes or portions thereof called for redemption.

Unless otherwise redeemed, the Notes of each series will mature at par on their Stated Maturity.

Notes in Global Form

The Notes will be represented by one or more global notes that will be deposited with and registered in the name of The Depository nominee. Unilever Capital Corporation will not issue certificated Notes, except in the limited circumstances described below.

Book Entry Procedures for the Global Notes

Each global note will be issued to DTC, which will keep a computerized record of its participants whose clients have purchased the keep a record of its own clients. Unless it is exchanged in whole or in part for a certificated note, a global note may not be transferred. D successors may, however, transfer a global note as a whole to one another, and these transfers are required to be recorded on our records the trustee. Beneficial interests in a global note will be shown on, and transfers of beneficial interests in the global note will be made only DTC and its participants.

The Depository Trust Company

DTC is:

- a limited-purpose trust company organized under the New York Banking Law;
- a "banking organization" within the meaning of the New York Banking Law;

- a member of the Federal Reserve System;
- a "clearing corporation" within the meaning of the New York Uniform Commercial Code; and
- a "clearing agency" registered under the provisions of Section 17A of the Securities Exchange Act of 1934.

DTC holds securities that its direct participants deposit with DTC. DTC also records the settlements among direct participants of se transfers and pledges, in deposited securities through computerized records for direct participants' accounts. This book-entry system elim certificated securities. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certai

DTC's book-entry system is also used by other organizations such as securities brokers and dealers, banks and trust companies that The rules that apply to DTC and its participants are on file with the SEC. DTC is owned by a number of its direct participants and by the the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc.

Ownership of Notes through DTC, Clearstream and Euroclear

When you purchase Notes through the DTC system, the purchases must be made by or through a direct participant, which will recei records. When you actually purchase the Notes, you will become their beneficial owner. Your ownership interest will be recorded only o records. DTC will have no knowledge of your individual ownership of the Notes. DTC's records will show only the identity of the direct amount of the Notes held by or through them. You will not receive a written confirmation of your purchase or sale or any periodic accou You should instead receive these from your direct or indirect participant. As a result, the direct or indirect participants are responsible fo holdings of their customers. We understand that under existing industry practice, in the event an owner of a beneficial interest in the glob that DTC, as the holder of the global note, is entitled to take, DTC would authorize the participants to take such action, and that participa owners owning through such participants to take such action or would otherwise act upon the instructions of beneficial owners owning th

No beneficial owner of an interest in the global note will be able to transfer the interest except in accordance with DTC's applicable provided for under the indenture and, if applicable, those of Euroclear Bank S.A./N.V. and Clearstream Banking S.A. The trustee will wi nominee. We and the trustee will treat DTC's nominee as the owner of each global note for all purposes. Accordingly, we, the trustee anc direct responsibility or liability to pay amounts due on a global note to you or any other beneficial owners in that global note.

It is DTC's current practice, upon receipt of any payment of distributions or liquidation amounts, to proportionately credit direct par date based on their holdings. In addition, it is DTC's current practice to pass through any consenting or voting rights to such participants participants will, in turn, make payments to and solicit votes from you, the ultimate owner of the Notes, based on their customary practic responsibility of the participants and not of DTC, the trustee or us.

Links have been established among DTC, Clearstream and Euroclear, which are two European book-entry depositories similar to D transfers of the Notes associated with secondary market trading. Noteholders may hold their Notes through the accounts maintained by E only if they are participants of those systems, or indirectly through

organizations which are participants in those systems. Euroclear and Clearstream will hold omnibus book-entry positions on behalf of th securities accounts in Euroclear's and Clearstream's names on the books of their respective depositaries which in turn will hold such posi accounts in the names of the nominees of the depositaries on the books of DTC. All securities in Euroclear and Clearstream are held on a of specific certificates to specific securities clearance accounts.

Transfers of Notes by persons holding through Euroclear or Clearstream participants will be effected through DTC, in accordance w relevant European international clearing system by its depositaries; however, such transactions will require delivery of exercise instructio international clearing system by the participant in such system in accordance with its rules and procedures and within its established dea relevant European international clearing system will, if the exercise meets its requirements, deliver instructions to its depositaries to take Notes on its behalf by delivering Notes through DTC and receiving payment in accordance with its normal procedures for next-day fund to the Notes held through Euroclear or Clearstream will be credited to the cash accounts of Euroclear participants or Clearstream particip relevant systems' rules and procedures, to the extent received by its depositaries.

All information in this prospectus supplement on DTC, Euroclear and Clearstream is derived from DTC, Euroclear or Clearstream, policies of such organizations. These organizations may change these policies without notice.

Definitive Notes

Individual certificates in respect of the Notes will not be issued in exchange for the global notes, except in very limited circumstanc unwilling or unable to continue as a clearing system in connection with the global notes or ceases to be a clearing agency registered unde successor clearing system is not appointed by us within 90 days after receiving such notice from DTC or upon becoming aware that DTC issue or cause to be issued individual certificates in registered form on registration of transfer of, or in exchange for, book-entry interests global notes upon delivery of such global notes for cancellation.

Payments on any definitive Notes will be made by the trustee directly to holders of such definitive Notes in accordance with the pro indenture. Interest payments and any principal payments on the definitive Notes on each interest payment date will be made to holders in were registered at the close of business on the related record date as set forth under "Principal, Maturity and Interest." Payments will be r address of such holders as they appear on the Note register and, in addition, under the circumstances provided by the indenture, by wire t institution located in the United States and appropriate facilities thereof. The final payment of principal and interest on any definitive No upon presentation and surrender of such definitive Notes at the office of the paying agent for the Notes.

A definitive Note may be transferred free of charge in whole or in part upon the surrender of the definitive Note to be transferred, to executed assignment that appears on the reverse of the definitive Note, at the specified office of any transfer agent. In the case of a permi a new Note in respect of the balance not transferred will be issued to the transferor. Each new definitive Note to be issued upon the trans the effective receipt of such completed assignment by a transfer agent at its respective specified office, be available for delivery at such s the holder requesting such transfer, will be mailed at the risk of the transferee entitled to the new definitive Note

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to such address as may be specified in such completed assignment. Neither the registrar nor any transfer agent shall be required to registe
definitive Notes within 15 days before the Notes are to be selected for redemption.

Paying Agent

Payments and transfers of the Notes will be made at the respective offices of the paying and transfer agents in New York City.

Notices

Notices to holders of the Notes will be sent by mail to the registered holders and will be published, whether the Notes are in global o
shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publicati

Replacement Securities

In case of mutilation, destruction, loss or theft of any definitive Note, application for replacement is to be made at the office of the t
will be replaced by the trustee in compliance with such procedures, and on such terms as to evidence and indemnity, as Unilever Capital
require and subject to applicable laws. All costs incurred in connection with the replacement of any definitive Note will be borne by the l
defaced definitive Notes must be surrendered before new ones will be issued.

Payment of Additional Amounts

If any deduction or withholding for any present or future taxes, assessments or other governmental charges of the United Kingdom,
States shall at any time be required, Unilever Capital Corporation and the guarantors have agreed, subject to certain exceptions, to pay A
under "Description of Debt Securities and Guarantees—Payment of Additional Amounts" in the accompanying prospectus.

TAXATION

Federal Taxation in the United States

This section summarizes the material U.S. tax consequences to holders of Notes. It represents the views of our tax counsel, Cravath,
the discussion is limited in the following ways:

- The discussion only covers you if you buy your Notes in the initial offering.

- The discussion only covers you if you hold your Notes as a capital asset (that is, for investment purposes), and if you do n

- The discussion does not cover tax consequences that depend upon your particular tax situation in addition to your ownersh discussion does not apply to you if you are subject to special tax rules, such as:

  - financial institutions;

  - insurance companies;

  - dealers or traders in securities or currencies;

- tax-exempt entities;
- regulated investment companies;
- expatriates;
- if you will hold the Notes as part of a "hedging" or "conversion" transaction or as a position in a "straddle" or as p integrated transaction for U.S. federal income tax purposes;
- if you will hold the Notes through partnerships or other pass-through entities; and
- if you have a "functional currency" other than the U.S. dollar.

- The discussion is based on current law. Changes in the law may change the tax treatment of the Notes.
- The discussion does not cover state, local or foreign tax law.
- We have not requested a ruling from the IRS on the tax consequences of owning the Notes. As a result, the IRS could dis discussion.

If you are considering buying Notes, we suggest that you consult your tax advisor about the tax consequences of holding the situation.

Tax Consequences to U.S. Holders

This section applies to you if you are a U.S. holder. A "U.S. holder" is:

- U.S. citizen or resident alien;
- a corporation—or entity taxable as a corporation for U.S. federal income tax purposes—that was created under U.S. law (
- an estate or trust whose world-wide income is subject to U.S. federal income tax.

This summary does not address holders of equity interests in a U.S. holder. If a partnership holds Notes, the tax treatment of a partn status of the partner and upon the activities of the partnership. If you are a partner of a partnership holding Notes, we suggest that you co

Interest. If you are a cash method taxpayer (including most individual holders), you must report interest on the Notes in your inco an accrual method taxpayer, you must report interest on the Notes in your income as it accrues.

Sale or Retirement of Notes. On your sale or retirement of your Note:

- You will have taxable gain or loss equal to the difference between the amount received by you and your tax basis in the N your cost, subject to certain adjustments.

- Your gain or loss will generally be capital gain or loss, and will be long-term capital gain or loss if you held the Note for r corporate U.S. holder, the maximum tax rate on long-term capital gains is 15% for taxable years before 2013.

- If you sell the Note between interest payment dates, a portion of the amount you receive reflects interest that has accrued paid by the sale date. That amount is treated as ordinary interest income and not as sale proceeds.

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Payments by Guarantors A payment on a Note made by a guarantor will be treated in the same manner as if made directly by us.

Information Reporting and Backup Withholding. Under the tax rules concerning information reporting to the U.S. Internal Revenu

- Assuming you hold your Notes through a broker or other securities intermediary, the intermediary must provide informati Form 1099 concerning interest and retirement proceeds on your Notes, unless an exemption applies.
- Similarly, unless an exemption applies, you must provide the intermediary with your Taxpayer Identification Number for the IRS. If you are an individual, this is your social security number. You are also required to comply with other IRS requ reporting.
- If you are subject to these requirements but do not comply, the intermediary must withhold tax on all amounts payable to principal payments). This is called "backup withholding". Backup withholding is not an additional tax. If the intermediary the withheld amount as a credit against your U.S. federal income tax liability and you may be entitled to a refund of such
- All individuals are subject to these requirements. Some holders, including all corporations, are exempt from these require

Tax Consequences to Non-U.S. Holders

This section applies to you if you are a non-U.S. holder. A "non-U.S. holder" is a person or entity that is not a U.S. holder.

Withholding Taxes. Generally, payments of principal and interest on the Notes will not be subject to U.S. withholding taxes. The s of Additional Amounts and payments made by a guarantor on a Note.

However, for the exemption from withholding taxes to apply to you, you must meet one of the following requirements:

- You provide a completed IRS Form W-8BEN (or substitute form) to the bank, broker or other intermediary through which Form W-8BEN contains your name, address and a statement made under penalties of perjury that you are the beneficial o not a United States person (as defined under the Code).
- You hold your Notes directly through a "qualified intermediary," and the qualified intermediary has sufficient informatior not a United States person (as defined under the Code). A qualified intermediary is a bank, broker or other intermediary th entity, (2) is acting out of a non-U.S. branch or office and (3) has signed an agreement with the IRS providing that it will a withholding rules under specified procedures.
- You are entitled to an exemption from withholding tax on interest under a tax treaty between the United States and your c exemption, you must generally complete IRS Form W-8BEN and claim this exemption on the form. In some cases, you m documentary evidence of your claim to the intermediary, or a qualified intermediary may already have some or all of the r
- The interest income on the Notes is effectively connected with the conduct of your trade or business in the United States,

income tax under a tax treaty. To claim this exemption, you must complete IRS Form W-8ECI (or substitute form).

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Even if you meet one of the above requirements, interest paid to you will be subject to withholding tax under any of the following c

- The withholding agent or an intermediary knows or has reason to know that you are not entitled to an exemption from wit for this test.

- The IRS notifies the withholding agent that information that you or an intermediary provided concerning your status is fal

- An intermediary through which you hold the Notes fails to comply with the procedures necessary to avoid withholding ta intermediary is generally required to forward a copy of your IRS Form W-8BEN (or other documentary information conc withholding agent for the Notes. However, if you hold your Notes through a qualified intermediary—or if there is a qualif title between yourself and the withholding agent for the Notes—the qualified intermediary will not generally forward this agent.

- You are treated as owning 10% or more of the total combined voting power of all classes of the voting stock of Unilever C "controlled foreign corporation" with respect to Unilever Capital Corporation, or are a bank making a loan in the ordinary cases, you will be exempt from withholding taxes only if you are eligible for a treaty exemption or if the interest income i conduct of a trade or business in the United States, as discussed above.

Interest payments made to you will generally be reported to the IRS and to you on IRS Form 1042-S. However, this reporting does n Notes directly through a qualified intermediary and the applicable procedures are complied with.

The rules regarding withholding are complex and vary depending on your individual situation. They are also subject to change. In a certain types of non-U.S. holders of Notes, including partnerships, trusts, and other entities treated as pass-through entities for U.S. feder that you consult with your tax advisor regarding the specific methods for satisfying these requirements.

Sale or Retirement of Notes. If you sell a Note or it is retired, you will not be subject to U.S. federal income tax on any gain unles

- The gain is connected with a trade or business that you conduct in the United States.

- You are an individual, you are present in the United States for at least 183 days during the year in which you dispose of th conditions are satisfied.

- The gain represents accrued interest, in which case the rules for interest would apply.

U.S. Trade or Business. If you hold your Note in connection with a trade or business that you are conducting in the United States:

- Any interest on the Note, and any gain from disposing of the Note, generally will be subject to U.S. federal income tax as

- If you are a corporation, you may be subject to the "branch profits tax" on your earnings that are connected with your U.S earnings from the Note. This tax is 30%, but may be reduced or eliminated by an applicable income tax treaty.

Estate Taxes. If you are an individual, your Notes will not be subject to U.S. estate tax when you die. However, this rule only appl
the Notes were not connected to a trade or business that you were conducting in the United States and you did not actually or

constructively own 10% or more of the total combined voting power of all classes of the voting stock of Unilever Capital Corporation.

Information Reporting and Backup Withholding U.S. rules concerning information reporting and backup withholding are describe
U.S. holders as follows:

- Principal and interest payments you receive will be automatically exempt from the usual rules if you are a non-U.S. holde
interest, as described above. The exemption does not apply if the withholding agent or an intermediary knows or has reaso
subject to the usual information reporting or backup withholding rules. In addition, as described above, interest payments
IRS on IRS Form 1042-S.

- Sale proceeds you receive on a sale of your Notes through a broker may be subject to information reporting and/or backup
for an exemption. In particular, information reporting and backup reporting may apply if you use the U.S. office of a brok
not backup withholding) may apply if you use the foreign office of a broker that has certain connections to the United Sta
Form W-8BEN to claim an exemption from information reporting and backup withholding. We suggest that you consult y
information reporting and backup withholding on a sale.

Taxation in the Netherlands

Any payments made under the Notes issued by Unilever Capital Corporation and guaranteed by amongst others Unilever N.V. will
deduction for, or on account of taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subd
or therein.

Taxation in the United Kingdom

Unilever PLC's English solicitors, Slaughter and May, have opined that under United Kingdom law and practice, as in effect on the
Unilever PLC would not be required to deduct or withhold any taxes, levies, imposts or other charges from any payment due or to becom
the guarantees by Unilever Capital Corporation, Unilever N.V., Unilever PLC or Unilever U.S, as the case may be.

EC Council Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax author
details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member S
entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless
otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the
agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switz
measures (a withholding system in the case of Switzerland). The European Commission has proposed certain amendments to the Directiv

amend or broaden the scope of the requirements described above.

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UNDERWRITING

Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and UBS Securities LLC are acting as joint bookrunning managers of th
the underwriters named below (the "Underwriters").

Subject to the terms and conditions stated in the underwriting agreement dated the date of this prospectus supplement, each Underw
agreed to purchase, and Unilever Capital Corporation has agreed to sell to that Underwriter, the principal amount of Notes set forth oppo

Underwriter	Principal Amount of 2016 Notes	Principal Amount of 2021 Notes
Deutsche Bank Securities Inc.	$ 166,667,000	$ 333,334,000
J.P. Morgan Securities LLC	166,667,000	333,333,000
UBS Securities LLC	166,666,000	333,333,000
Total	$ 500,000,000	$ 1,000,000,000

The underwriting agreement provides that the obligations of the Underwriters to purchase the Notes are subject to approval of legal
conditions. The Underwriters are obligated to purchase all the Notes if they purchase any of the Notes.

Unilever Capital Corporation estimates that its total expenses for this offering will be US$950,000. The Underwriters have agreed to
related amounts payable by Unilever Capital Corporation in connection with this offering in the amount of US$750,000.

Unilever Capital Corporation, Unilever N.V., Unilever PLC and Unilever United States, Inc. have agreed jointly and severally to in
certain liabilities, including liabilities under the Securities Act of 1933, or to contribute to payments the Underwriters may be required to
liabilities.

Commissions and Discounts

The Underwriters propose to offer the Notes directly to the public at the public offering price set forth on the cover page of this pros
offering of the Notes to the public, the representatives may change the public offering price.

The following table shows the underwriting discounts and commissions that Unilever Capital Corporation is to pay to the Underwri
(expressed as a percentage of the principal amount of the Notes).

	Paid by Unilever Capital Corporation
Per 2016 Note	0.350%
Per 2021 Note	0.450%

Price Stabilization and Short Positions

In connection with the offering, the representatives, on behalf of the Underwriters, may purchase and sell Notes in the open market. over-allotment, syndicate covering transactions and stabilizing transactions. Over-allotment involves syndicate sales of Notes in excess c be purchased by the Underwriters in the offering, which creates a syndicate short position. Syndicate covering transactions involve purch market after the distribution has been completed in order to cover syndicate short positions. Stabilizing transactions consist of certain bids or purchases of Notes made for the purpose of preventing or retarding a decline in the market price of progress.

Any of these activities may have the effect of preventing or retarding a decline in the market price of the Notes. They may also caus higher than the price that otherwise would exist in the open market in the absence of these transactions. The Underwriters may conduct t counter market or otherwise. If the Underwriters commence any of these transactions, they may discontinue them at any time.

Other Relationships

The Underwriters have performed corporate banking, investment banking and advisory services for the Unilever Group from time t customary fees and expenses. The Underwriters may, from time to time, engage in transactions with and perform services for the Unilev their business. In addition, affiliates of the Underwriters have from time to time provided credit and entered into lending transactions wit they have received customary fees and expenses and may, from time to time, do so in the ordinary course of their business.

Selling Restrictions

Each of the Underwriters will not offer, sell or deliver any of the Notes directly or indirectly, or distribute this prospectus suppleme offering material relating to the Notes, in or from any jurisdiction except under circumstances that will result in compliance with the app and will not impose any obligations on the Company except as set forth in the underwriting agreement.

European Economic Area

In relation to each Member State of the European Economic Area that has implemented the Prospectus Directive (each, a "Relevant that are the subject of the offering contemplated by this prospectus supplement to the public may not be made in that Relevant Member S prospectus in relation to the Notes which has been approved by the competent authority in that Relevant Member State or, where approp Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, ex public in that Relevant Member State may be made at any time under the following exceptions under the Prospectus Directive, if they ha Relevant Member State:

(a) to legal entities which are qualified investors as defined under the Prospectus Directive;

(b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directiv (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining t underwriter or underwriters for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of the Notes referred to in (a) through (c) above shall require us or any underwriter to publish a prospectus pu

Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer to the public" in relation to any Notes in any Relevant Member State me
and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide

to purchase or subscribe to the Notes, as the same may be varied in that Relevant Member State. For the purposes of this provision, the e
means Directive 2003/71/EC (and amendments thereto, including that Directive as amended by the 2010 PD Amending Directive, to the
Member State in question), and includes any relevant implementing measure in the Relevant Member State in question, and the expressi
means Directive 2010/73/EU.

United Kingdom

This document is only being distributed to and is only directed at (i) persons who are outside the United Kingdom or (ii) to investm
Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order") or (iii) high net worth enti
may lawfully be communicated, falling with Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant p
available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such Notes will be engaged in only with,
is not a relevant person must not act or rely on this document or any of its contents.

Hong Kong

The Notes may not be offered or sold by means of any document other than to persons whose ordinary business is to buy or sell sha
principal or agent, or in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (C
advertisement, invitation or document relating to the Notes may be issued, whether in Hong Kong or elsewhere, which is directed at, or t
be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with re
intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities an
Hong Kong and any rules made thereunder.

Japan

The Notes offered by this prospectus have not been and will not be registered under the Financial Instruments and Exchange Act of
amended; the "FIEA"). The Notes offered by this prospectus may not be offered or sold, directly or indirectly, in Japan or to, or for the b
defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to o
directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requi
compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Singapore

This prospectus supplement has not been and will not be registered as a prospectus with the Monetary Authority of Singapore and t
exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"). Accordingly, each Underwriter will not offer o
to be made the subject of an invitation for subscription or purchase, and will not circulate or distribute this prospectus supplement or any
connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in
institutional investor pursuant to Section 274 of the SFA, (ii) to a relevant person under Section 275(1) of the SFA, or to any person purs
SFA, and in accordance with the conditions specified in

Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SF

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person that is:

(a) a corporation (that is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold inv capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the tr accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (hows not be transferable for six months after that corporation or that trust has acquired the Notes under Section 275 of the SFA except:

(1) to an institutional investor, or to a relevant person defined in Section 275(2) of the SFA, (in the case of a corporation) w offer referred to in Section 276(3)(i)(B) of the SFA or (in the case of a trust) where the transfer arises from an offer referred to in

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law; or

(4) pursuant to Section 276(7) of the SFA.

LEGAL MATTERS

The validity of the Notes offered in this prospectus supplement, as well as certain other legal matters, will be passed upon for Unile Moore LLP, 825 Eighth Avenue, New York, New York 10019. Cravath, Swaine & Moore LLP will rely on Slaughter and May, solicitor all matters of English law. De Brauw Blackstone Westbroek London B.V. will pass upon certain matters of Dutch law. Certain legal mat will be passed upon for the Underwriters by Allen & Overy LLP, 1221 Avenue of the Americas, New York, New York 10020.

EXPERTS

The consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting management's report on internal control over financial reporting) incorporated in this prospectus supplement and the accompanying pros Report on Form 20-F for the year ended December 31, 2009 have been so incorporated in reliance on the report of PricewaterhouseCoop PricewaterhouseCoopers LLP, independent registered public accounting firms, given on the authority of said firms as experts in auditing

PROSPECTUS

Unilever N.V.
Unilever Capital Corporation

Guaranteed Debt Securities

Payment of Principal, Premium, if any,
and Interest, if any, Guaranteed Jointly, Severally, Fully
and Unconditionally by

Unilever United States, Inc.,
Unilever N.V. and Unilever PLC

From time to time, we may sell guaranteed debt securities on terms we will determine at the times we sell the guaranteed debt secur
particular series of guaranteed debt securities, we will prepare and deliver a supplement to this prospectus describing the particular terms
we are offering. Payment of principal, premium, if any, and interest, if any, with respect to the guaranteed debt securities will be guarant
and either or both of Unilever N.V. and Unilever PLC (depending on whether Unilever N.V. is the issuer of a particular series of debt se
Capital Corporation or Unilever N.V., as the case may be, any series of the guaranteed debt securities and the guarantees on such series r
Debt of the issuer and guarantors of such series and/or may be convertible into Ordinary Shares, par value €0.16 per share, of Unilever N

We may sell the guaranteed debt securities directly, through agents, through underwriters or dealers, or through a combination of su
agents, underwriters or dealers in any offering of guaranteed debt securities, we will disclose their names and the nature of our arrangem
supplement we prepare for such offering. Our net proceeds from such sale will also be set forth in the prospectus supplement we prepare

**Neither the Securities and Exchange Commission nor any other regulatory body has approved or disap
or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a crimin**

The date of this Prospectus is November 18, 2008.

Unilever N.V. and Unilever PLC and their group companies are together referred to in this prospectus as "Unilever", the "Unilever
purposes "group companies" means, in relation to Unilever N.V. and Unilever PLC, those companies required to be consolidated in acco
United Kingdom legislative requirements relating to consolidated accounts. Unilever N.V. and Unilever PLC and their group companies
for the purpose of meeting those requirements.

In this prospectus references to "U.S.$", "U.S. Dollars" and "United States Dollars" are to the lawful currency of the United States o
"pounds sterling" are to the lawful currency of the United Kingdom, references to "€" and "euro" are to the lawful currency of the memb
Union that have adopted or that adopt the single currency in accordance with the Treaty establishing the European Community, as amen
Union (the "Treaty").

TABLE OF CONTENTS

ENFORCEMENT OF CIVIL LIABILITIES AGAINST FOREIGN PERSONS

Unilever N.V. is a Netherlands corporation and Unilever PLC is a company incorporated under the laws of and registered in Englan
of Unilever N.V. and Unilever PLC and certain of the experts named in this Prospectus are residents of The Netherlands or the United K
a substantial portion of their respective assets are located outside the United States. As a result, it may not be possible for investors to eff
United States upon Unilever N.V., Unilever PLC or such persons with respect to matters arising under the Federal securities laws or to e
courts of the United States predicated upon civil liability under the Federal securities laws. Unilever N.V. has been advised by its Dutch
there is doubt as to the enforceability in The Netherlands, in original actions or in actions for enforcement of judgments of United States
solely upon the Federal securities laws. Unilever PLC has been advised by its English counsel, its General Counsel and Chief Legal Offi
enforceability in the United Kingdom, in original actions or in actions for enforcement of judgments of United States courts, of liabilitie
securities laws. Unilever N.V. and Unilever PLC have consented to service of process in New York City for claims based upon the Inde
guarantees described under "Description of Debt Securities and Guarantees."

WHERE YOU CAN FIND MORE INFORMATION ABOUT US

Unilever N.V. and Unilever PLC file reports and other information with the SEC. You may read and copy any document we file at t 100 F Street, N. E., Washington, D.C., 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference roo site that contains reports, proxy and information statements, and other information regarding issuer that file electronically with the SEC a

The SEC allows us to "incorporate by reference" into this prospectus the information we file with it, which means that we can disclo referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and informatio the date of this prospectus will automatically update and supersede the information in this prospectus. We incorporate by reference the do future filings made with the SEC under Section 13(a), 13(c) or 15(d) of the Securities Exchange Act of 1934, including any Form 6-K we provides, until our offering is completed (Unilever N.V.'s and Unilever PLC's file numbers with the SEC are 1-4547 and 1-4546 respecti

- (a) Unilever N.V.'s Annual Report on Form 20-F for the year ended December 31, 2007;
- (b) Unilever PLC's Annual Report on Form 20-F for the year ended December 31, 2007;
- (c) Unilever N.V.'s Reports on Form 6-K furnished to the Securities and Exchange Commission on March 27, 2008 (Annu March 27, 2008 (Chairman's Letter and Notice of Meeting; Voting Instruction Form), May 22, 2008 (Eurobond Issue), Ju 2008 (New Chief R&D Officer), July 11, 2008 (Sale of Turkish Olive Oil Business), July 22, 2008 (Disposal of Bertolli O North American Laundry Business), July 30, 2008 (Closing of Sale of Lawry's), September 4, 2008 (Unilever CEO Succe (Unilever Completes Sale of North American Laundry), October 30, 2008 (Result of EGM), October 30, 2008 (3rd Quarte (Half Year Results); and
- (d) Unilever PLC's Reports on Form 6-K furnished to the Securities and Exchange Commission on March 27, 2008 (Annu March 27, 2008 (Chairman's Letter and Notice of Meeting; Proxy Form), May 19, 2008 (Result of AGM), May 22, 2008 ((Unilever in Côte d'Ivoire), June 24, 2008 (New Chief R&D Officer), July 11, 2008 (Sale of Turkish Olive Oil Business), Olive Oil), July 29, 2008 (Sale of North American Laundry Business), July 30, 2008 (Closing of Sale of Lawry's), August September 4, 2008 (Unilever CEO Succession), September 16, 2008 (Unilever Completes Sale of North American Laund Meeting), October 30, 2008 (3rd Quarter Results) and November 10, 2008 (Half Year Results).

You may request a paper copy of these filings, at no cost, by writing to or telephoning us at the following address:

Vice President-Finance
Unilever United States, Inc.
800 Sylvan Avenue
Englewood Cliffs, New Jersey 07632
(201) 894-2829

UNILEVER GROUP

UNILEVER N.V. AND UNILEVER PLC

UNILEVER N.V. AND UNILEVER PLC

History and Structure of Unilever

Unilever N.V. ("N.V.") and Unilever PLC ("PLC") are the two parent companies of the Unilever Group of companies. N.V. was inc Naamlooze Vennootschap Margarine Unie in The Netherlands in 1927. PLC was incorporated under the name Lever Brothers Limited ir

Together with their group companies, N.V. and PLC operate effectively as a single economic entity. This is achieved by a series of (The Equalisation Agreement, The Deed of Mutual Covenants and The Agreement for Mutual Guarantees of Borrowing), together with s Association of N.V. and PLC. N.V. and PLC have the same Directors, have the same Chairman and adopt the same accounting principle receive dividends on an equalised basis. N.V. and PLC and their group companies constitute a single reporting entity for the purposes of Accordingly, the acounts of the Unilever Group are presented by both N.V. and PLC as their respective consolidated accounts.

N.V. and PLC have agreed to cooperate in all areas and ensure that all group companies act accordingly. N.V. and PLC are holding business activity of Unilever is carried out by their subsidiaries around the world. Shares in group companies may ultimately be held wh jointly by the two companies, in varying proportions.

The two companies have different shareholder constituencies and shareholders cannot convert or exchange the shares of one compa listed in Amsterdam and New York. PLC is listed in London and New York.

BUSINESS OF THE UNILEVER GROUP

Description of business

Unilever is one of the world's leading suppliers of fast-moving consumer goods across foods and home and personal care categories

Regions

Three regions—Western Europe, the Americas and Asia Africa—are responsible for managing Unilever's business and local marke are primarily responsible for building relationships with customers, managing supply chain networks, and deploying brands and innovati excellent execution in the marketplace. The regions are accountable for the delivery of in-year financial results including growth, profits development of market shares.

The Europe region includes our operations in Western Europe and in Central and Eastern Europe, and in 2007 accounted for approx Americas region includes our operations in North America and Latin America and represented around 33 percent of turnover. The Asia A 29 percent of turnover, and includes our operations in the Middle East, Africa, South Asia, South East Asia, North East Asia and Austral

During 2008, changes are being made to the regional structure to manage Central and Eastern Europe as part of the Asia Africa regi
on emerging markets. These changes will be effective from January 1, 2009.

Category Team

The category team—Foods and Home and Personal Care—is responsible for the development of category and brand strategies, the c
communication, and the delivery of relevant innovation. The category also leads the strategic direction of the supply chain and is accoun
in the business, as measured by longer term market share development, category growth, innovation metrics and brand health.

Brands

Our Foods brands are managed in two main groups:

— Savoury, dressings and spreads includes sales of soups, bouillons, sauces, snacks, mayonnaise, salad dressings, margarine such as liquid margarines and some frozen foods. Our key brands here are *Knorr*, *Hellmann's*, *Becel Flora (Healthy Hear Goodness)*, *Calvé*, *Wishbone*, *Amora*, *Ragú*, and *Bertolli* (other than olive oil).

— Ice cream and beverages includes ice cream sold under the international *Heart* brand, including *Cornetto*, *Magnum*, *Carte Algida* and *Ola*. Our portfolio also includes *Ben & Jerry's*, *Breyers*, *Klondike* and *Popsicle*. This category also includes te principal brands are *Lipton*, *Brooke Bond* and *PG Tips*. This group also includes weight management products, principally enhanced products sold in developing markets, including *Annapurna* and *AdeS/AdeZ.*

Within these groups, we also include sales of our *Foodsolutions* business, which is a global food service business providing solution caterers.

In Personal Care, six global brands are the core of our business in the mass skin care, daily hair care and deodorants product areas— and *Degree*), *Sunsilk* (including *Seda/Sedal*), *Axe* and *Pond's*. Other important brands include *Suave*, *Clear*, *Lifebuoy* and *Vaseline*, toget oral care.

Our Home Care ranges include laundry products (outside of North America), such as tablets, traditional powders and liquids for wa machine. Tailored products including soap bars are available for lower-income consumers. Our brands include *Omo* ("Dirt is Good" plat Our household care products include surface cleaners and bleach, sold under the *Cif*, *Domestos* and *Sun/Sunlight* brands.

UNILEVER CAPITAL CORPORATION

Unilever Capital Corporation was incorporated under the laws of the State of Delaware on October 7, 1982 for the sole purpose of i and making the net proceeds of such issues available to companies in the Unilever Group. All the common stock of Unilever Capital Cor Its registered office is at 1209 Orange Street, Wilmington, Delaware 19801. Its principal place of business is at 700 Sylvan Avenue, Eng

The Directors of Unilever Capital Corporation are:

Neal Vorchheimer	President
Ronald Soiefer	Vice President and Secre
David Schwartz	Vice President and Secre

The business address of all Directors is 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Messrs. Vorchheimer, Soiefer ar employees within the Unilever Group.

Unilever Capital Corporation has no subsidiaries.

UNILEVER UNITED STATES, INC.

Unilever United States, Inc. ("Unilever U.S.") was incorporated in 1977 in the State of Delaware. All of the common stock of Unile by Unilever N.V. and Unilever PLC. Its registered office is at 1209 Orange Street, Wilmington, Delaware 19801 and its principal place o Avenue, Englewood Cliffs, New Jersey 07632. Unilever U.S.'s principal operating subsidiary is Conopco, Inc., a Delaware corporation d

Unilever U.S. supplies fast-moving consumer goods across the foods and home and personal care product categories. Its key brands *Axe, Ben & Jerry's, Bertolli, Breyers, Caress, Country Crock, Degree, Dove, Hellmann's, Lipton, Knorr, Popsicle, Promise, Q-Tips, Skip Vaseline*.

The Directors of Unilever U.S. are:

Michael Polk	Chairman
John C. Bird	Senior Vice President

The business address of all Directors is 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, Messrs. Polk and Bird are full-ti Group.

RATIOS OF EARNINGS TO FIXED CHARGES

The combined ratios of earnings to fixed charges for the Unilever Group for the periods shown are as follows. Such ratios have beer International Financial Reporting Standards (IFRS) as adopted by the European Union (EU) and in accordance with IFRS as issued by th Standard Board.

Year Ended December 31			
2004	**2005**	**2006**	**2007**
5.1	6.5	7.5	8.3

In the ratio of earnings to fixed charges, earnings consist of net profit from continuing operations excluding net profit or lo increased by fixed charges, income taxes and dividends received from joint ventures and associates. Fixed charges consist portion of lease costs determined to be representative of interest. This ratio takes no account of interest receivable althoug involve both borrowing and depositing funds.

USE OF PROCEEDS

We intend to use the net proceeds from the sale of the guaranteed debt securities for general purposes of the Unilever Group, includ maturities of outstanding borrowings. The guaranteed debt securities will be offered pursuant to the Unilever Group's policy of diversify capital available to it and the maturities of such capital.

DESCRIPTION OF DEBT SECURITIES AND GUARANTEES

The guaranteed debt securities will be issued by either Unilever Capital Corporation or Unilever N.V., as the case may be, under an between Unilever Capital Corporation, Unilever N.V., Unilever PLC, Unilever U.S., and The Bank of New York Mellon, as Trustee. The amount of debt securities that we may issue. We have summarized selected provisions of the Indenture and the guaranteed debt securities complete. We have filed the form of the Indenture with the SEC as an exhibit to the Registration Statement of which this Prospectus is a Indenture for provisions that may be important to you.

General

The guaranteed debt securities will rank equally with all other unsecured and unsubordinated debt, unless the prospectus supplemen of Unilever N.V., Unilever PLC and Unilever U.S., as the case may be, will rank equally with all unsecured and unsubordinated debt of Unilever U.S., as the case may be, unless the prospectus supplement states otherwise.

The prospectus supplement relating to any series of debt securities being offered will include specific terms relating to the offering. all of the following:

(a) the issuer of the guaranteed debt securities (either Unilever N.V. or Unilever Capital Corporation);

(b) the title of the guaranteed debt securities;

(c) the total principal amount of the guaranteed debt securities;

(d) the date or dates on which the principal of and any premium on the guaranteed debt securities will be payable;

(e) any interest rate, the date from which interest will accrue, interest payment dates and record dates for interest payments;

(f) whether the guaranteed debt securities shall be subordinated to the Senior Debt of the issuer;

(g) any provisions that would obligate us to redeem, purchase or repay guaranteed debt securities;

(h) the denominations in which we will issue the guaranteed debt securities;

(i) whether payments on the guaranteed debt securities will be payable in foreign currency or currency units or another form payable by reference to any index or formula;

(j) any changes or additions to the events of default or covenants described in this prospectus;

(k) any terms for the conversion or exchange of the guaranteed debt securities for Ordinary Shares of Unilever N.V. or other companies or any other entity; and

(l) any other terms of the guaranteed debt securities.

Unless otherwise stated in the related prospectus supplement, the principal of and the premium on, if any, and interest on, if any, reg
will be payable and such guaranteed debt securities will be transferable at the corporate trust office in New York City of the Trustee, *pro*
any, may be made by check mailed to the address of the person entitled thereto as it appears in the Security Register. In the case of beare
principal, premium, if any, and interest, if any, will be payable at such place or places outside

the United States designated in the related prospectus supplement. The guarantees are joint, several, full and unconditional.

Unless otherwise indicated in the related prospectus supplement, we will issue the guaranteed debt securities only in fully registered denominations of $1,000 and integral multiples of $1,000. No service charge will be made for any transfer or exchange of the guaranteed Capital Corporation or Unilever N.V., as the case may be, may require payment of a sum sufficient to cover any tax or other government therewith.

We may sell the guaranteed debt securities at a discount (which may be substantial) below their stated principal amount. The guaran interest or interest at a rate that at the time of issuance is below market rates.

If we sell any of the guaranteed debt securities for any foreign currency or currency unit or if payments on the guaranteed debt secu currency or currency unit, we will describe in the prospectus supplement the restrictions, elections, specific terms and other information securities and the foreign currency or currency unit.

Guarantees

If Unilever Capital Corporation issues the guaranteed debt securities, Unilever N.V., Unilever PLC and Unilever U.S. will jointly, s guarantee the due and punctual payment of the principal of and premium on, if any, and interest on, if any, and the due and punctual pay analogous payments, if any, with respect to the guaranteed debt securities when and as they shall become due and payable, whether at sta acceleration, call for redemption or otherwise. If Unilever N.V. issues the guaranteed debt securities, Unilever U.S. and Unilever PLC w terms.

Payment of Additional Amounts

If any deduction or withholding for any present or future taxes, assessments or other governmental charges of the United Kingdom, prospectus supplement so states) the United States, including any political subdivision or taxing authority of or in any such jurisdiction (Tax", a "Netherlands Tax", or a "United States Tax") shall at any time be required in respect of any amounts to be paid by the issuer or a the debt securities, the issuer or the guarantor will pay as additional interest to the holder of a debt security (or to the holder of any coupo additional amounts ("Additional Amounts") as may be necessary in order that the net amounts paid to such holder pursuant to the terms o such guarantee, after such deduction or withholding, shall be not less than such amounts as would have been received by the holder had been required; *provided, however*, that (a) amounts with respect to United Kingdom Tax shall be payable only to holders that are not resi purposes of its tax, (b) amounts with respect to Netherlands Tax shall be payable only to holders that are not resident in The Netherlands (c) amounts with respect to United States Tax shall be payable only to a holder that is, for United States tax purposes, a nonresident alien or an estate or trust not subject to tax on a net income basis with respect to income on the debt securities (a "United States Alien"), *and p* guarantor shall not be required to make any payment of Additional Amounts for or on account of:

(a) any tax, assessment or other governmental charge which would not have been imposed but for the existence of any presen such holder (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such ho trust, partnership or corporation) and the United Kingdom, The Netherlands, or the United States (in the case of a United

Tax, or a United States Tax, respectively), or any political subdivision or territory or possession thereof or therein or area
including, without limitation, such holder (or such fiduciary, settlor, beneficiary, member, shareholder or possessor) being
resident thereof or treated as a resident thereof or being or having been present or engaged in trade or business therein or l
establishment therein;

(b) any estate, inheritance, gift, sales, transfer, personal property or similar tax, assessment or other governmental charge;

(c) any tax, assessment or other governmental charge which is payable other than by withholding from payments of (or in res
any, or any interest on, the debt securities or coupons, if any;

(d) with respect to any United States Tax, any such tax imposed by reason of the holder's past or present status as a personal h
holding company or foreign private foundation or similar tax-exempt organization with respect to the United States or as a
earnings to avoid United States Federal income tax;

(e) with respect to any United States Tax, any such Tax imposed by reason of such holder's past or present status as (i) the ac
or more of the total combined voting power of all classes of stock of Unilever Capital Corporation or Unilever U.S., or (ii
that is related to Unilever Capital Corporation or Unilever U.S. through stock ownership;

(f) any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of princ
interest on, any guaranteed debt security or coupon, if any, if such payment can be made without such withholding by any

(g) any tax, assessment or other governmental charge which would not have been imposed or withheld if such holder had mad
other similar claim for exemption or presented any applicable form or certificate, upon the making or presentation of whic
been able to avoid such tax, assessment or charge or to obtain a refund of such tax, assessment or charge, including, with r
certification or documentation to the effect that such holder or beneficial owner is a United States Alien and lacks other co

(h) any tax, assessment or other governmental charge which would not have been imposed but for the presentation of a debt s
required) or coupon, if any, for payment on a date more than 30 days after the date on which such payment became due an
payment thereof was duly provided for, whichever occurred later; or

(i) any combination of items (a), (b), (c), (d), (e), (f), (g) and (h) above;

nor shall Additional Amounts be paid with respect to any payment of the principal of, premium, if any, or any interest on any debt securi
who is a fiduciary or a partnership or a beneficial owner who is other than the sole beneficial owner of such payment to the extent a bene
such fiduciary or a member of such partnership or a beneficial owner would not have been entitled to such Additional Amounts had it be
coupon.

Redemption of Debt Securities Under Certain Circumstances

The issuer, and any guarantor, may redeem each series of guaranteed debt securities in whole but not in part at any time (except in t
securities that have a variable rate of

interest, which may be redeemed on any interest payment date), on giving not less than 30 nor more than 60 days' notice of such redempt
the principal amount plus accrued interest, if any, to the date fixed for redemption (except in the case of discounted debt securities which
redemption price specified by the terms of each series of such debt securities), if,

(i) the issuer or any guarantor of such series of guaranteed debt securities determines that, as a result of any change in or ame regulations or rulings promulgated thereunder of the United Kingdom, The Netherlands or the United States (or of any po authority of or in any such jurisdiction), or any change in the application or official interpretation of such laws, regulation application or official interpretation of, or any execution of or amendment to, any treaty or treaties affecting taxation to w party, which change, execution or amendment becomes effective on or after the issue date or such other date specified in t such series,

(a) the issuer or the guarantor would be required to pay Additional Amounts (as described under "Payment of Additio to such series of guaranteed debt securities on the next succeeding interest payment date and the payment of such avoided by the use of reasonable measures available to the issuer or the applicable guarantor, as the case may be, o

(b) United Kingdom or Netherlands withholding tax has been or would be required to be withheld with respect to inte by the issuer directly from a guarantor (or any affiliate of the issuer or any guarantor) and such withholding tax ob use of reasonable measures available to the issuer or the guarantor (or any affiliate of the issuer or any guarantor),

(ii) the issuer or any guarantor determines, based upon an opinion of independent counsel of recognized standing to the issuer case may be, that, as a result of any action taken by any legislative body of, taxing authority of, or any action brought in a the United Kingdom, The Netherlands or the United States (or of any political subdivision or taxing authority of or in any such action was taken or brought with respect to the issuer or the applicable guarantor), which action is taken or brought o other date specified in the guaranteed debt securities of such series, there is a substantial probability that the circumstance would exist; *provided*, *however*, that no such notice of redemption may be given earlier than 90 days prior to the earliest d applicable guarantor would be obligated to pay such Additional Amounts. The issuer or the guarantor, as the case may be, make available for payment to each such holder, on the redemption date any Additional Amounts resulting from the paym

Prior to the publication of any notice of redemption pursuant to this provision, the issuer or the applicable guarantor shall deliver to by a duly authorized officer of Unilever Capital Corporation or Unilever N.V., as the case may be, or the applicable guarantor stating tha described in clause (i) of the preceding paragraph and setting forth a statement of facts showing that the conditions precedent of the right (ii) an opinion of independent legal counsel of recognized standing to the effect that the conditions specified in clause (ii) of the precedin Such notice, once delivered to the Trustee, will be irrevocable.

Limitation on Liens

The Indenture provides that Unilever N.V. and Unilever PLC will not, nor will they permit any Restricted Subsidiary (as defined be any indebtedness for money borrowed ("debt") secured by a mortgage, security interest, pledge, lien or other encumbrance (a "mortgage" Property (as defined below) or upon any shares of stock or indebtedness of any Restricted Subsidiary (whether such Principal Property, s now owned or hereafter acquired) without in any such case effectively providing concurrently with the issuance, assumption or guarante shall be secured equally and ratably with (or prior to) the debt. These restrictions, however, shall not apply to debt secured by (and there computation under this limitation):

(i) mortgages on property, shares of stock or indebtedness of any corporation, which mortgages are existing at the time such Subsidiary;

(ii) mortgages on property, which mortgages are existing at the time of the acquisition of such property, and certain mortgage acquisition thereof;

(iii) mortgages on property to secure debt incurred to finance all or part of the cost of construction, alteration, or repair of, or i such property;

(iv) mortgages securing debt owing to any guarantor or any Restricted Subsidiary by any Restricted Subsidiary or any guarant

(v) mortgages on assets held by banks to secure amounts due to such banks in the ordinary course of business and certain stat in the ordinary course of business or imposed by law;

(vi) mortgages on property in favor of the United Kingdom, Canada, the United States or The Netherlands or any political sub department, agency or other instrumentality of any thereof, to secure partial, progress, advance or other payments pursuan or statute;

(vii) mortgages existing at the date of the execution of the Indenture;

(viii) mortgages incurred in connection with engaging in leveraged or single investor lease transactions;

(ix) mortgages on property, shares of stock or indebtedness of a corporation existing at the time such corporation is merged in with Unilever N.V., Unilever PLC or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the prop entirety or substantially as an entirety to Unilever N.V., Unilever PLC or a Restricted Subsidiary;

(x) mortgages on property incurred or assumed in connection with the issuance of revenue bonds, the interest on which is exe income taxation pursuant to Section 103 of the United States Internal Revenue Code, as amended from time to time; and

(xi) extensions, renewals or replacements (or successive extensions, renewals or replacements) in whole or in part of any mort clauses (i) through (x) inclusive.

Notwithstanding the foregoing, Unilever N.V. and Unilever PLC may, and they may permit a Restricted Subsidiary to, issue, assum mortgages not excepted in the foregoing clauses (i) through (x) inclusive without equally and ratably securing the guarantees; *provided, l*

principal amount of all such debt then outstanding, plus the principal amount of such debt then being issued, assumed or guaranteed, and
Attributable Debt in (as defined below) respect of sale and leaseback transactions (with the exception of Attributable Debt which is exclu
(iv) inclusive described under "Limitations on Sales and Leasebacks" below), shall not exceed 10% of Capital Employed (as defined bel

Limitations on Sales and Leasebacks

The Indenture provides that Unilever N.V. and Unilever PLC will not, and will not permit any Restricted Subsidiary to, enter into a the leasing by Unilever N.V. or Unilever PLC or a Restricted Subsidiary of any Principal Property, the acquisition or the completion of c full operation, whichever is later, of which has occurred more than 120 days prior thereto, which Principal Property has been or is to be s or Unilever PLC or such Restricted Subsidiary to that person in contemplation of such leasing unless, after giving effect thereto, the agg Debt with respect to all such transactions plus all debt secured by mortgages on Principal Properties (with the exception of debt which is through (xi) inclusive described under "Limitation on Liens" above) would not exceed 10% of Capital Employed. This covenant shall no excluded from Attributable Debt in any computation under such restriction or under "Limitation on Liens" above, Attributable Debt with transaction if:

(i) the lease in such sale and leaseback transaction is for a term of not more than three years;

(ii) Unilever N.V., Unilever PLC or the relevant Restricted Subsidiary, as the case may be, shall apply or cause to be applied greater of the net proceeds of such sale or transfer or the fair value (as determined by the Board of Directors of Unilever N Principal Property to the retirement (other than any mandatory retirement or by way of payment at maturity), within 120 c such arrangement, of debt of Unilever N.V., Unilever PLC or Restricted Subsidiaries (other than debt owed by any Subsic more than 12 months after the date of the creation of such debt, or shall apply such proceeds to investment in other Princi exceeding 12 months prior or subsequent to any such arrangement;

(iii) such sale and leaseback transaction is entered into between any guarantor and a Restricted Subsidiary or between Restrict guarantors; or

(iv) Unilever N.V., Unilever PLC or a Restricted Subsidiary would be entitled to incur a mortgage on such Principal Property (xi) inclusive described under "Limitation on Liens" above, securing debt without equally and ratably securing the guaran

Subordination of Debt Securities

The prospectus supplement for any applicable series of guaranteed debt securities will provide that the guaranteed debt securities of subordinate and subject in right of payment to the prior payment in full of all Senior Debt (as defined below) of the issuer of such series Capital Corporation), and the obligations of each guarantor of such series evidenced by the guarantees will be expressly subordinate and prior payment in full of all Senior Debt of the guarantor.

In the event and during the continuation of any default in the payment of any Senior Debt of the issuer continuing beyond the perio instrument evidencing such Senior Debt (unless and until such event shall have been cured or waived or shall have ceased to exist), no pa premium, if any, or interest if any, on the subordinated debt securities or sums payable with respect to the conversion, if applicable, of su may be made by the issuer pursuant to the subordinated debt securities.

In the event and during the continuation of any default in the payment of any Senior Debt of any guarantor continuing beyond the p the instrument evidencing such Senior Debt (unless and until such event shall have been cured or waived or shall have ceased to exist), n principal, premium, if any, or interest, if any, on the subordinated debt

securities or sums payable with respect to the conversion, if applicable, of such subordinated debt securities may be made by the guarant
respect thereto.

Upon any payment or distribution of the assets of the issuer (Unilever N.V. or Unilever Capital Corporation, as applicable) or the as upon dissolution or winding-up or total or partial liquidation or reorganization, whether voluntary or involuntary or in bankruptcy, insolv proceedings for the issuer or the guarantor, the holders of our Senior Debt or the Senior Debt of the guarantor, as the case may be, will be of all amounts due thereon before any payment is made by us or the guarantor, as the case may be, on account of principal, premium, if a subordinated debt securities or sums payable with respect to the conversion, if applicable, of such subordinated debt securities.

By reason of such subordination, in the event of the insolvency of the issuer (Unilever N.V. or Unilever Capital Corporation, as app of the subordinated debt securities may recover less, ratably, and holders of Senior Debt may recover more, ratably, than other of our cre

The term "Senior Debt," when used with reference to us or any guarantor, will be defined in the Indenture to mean the principal of, any, which is due and payable on:

(a) all of our indebtedness or all indebtedness of the guarantor, as the case may be (other than the subordinated debt securities outstanding on the date of execution of the Indenture or thereafter created, incurred or assumed, which

  (i) is for money borrowed,

  (ii) is evidenced by a note, debenture, bond or similar instrument, whether or not for money borrowed,

  (iii) constitutes obligations under any agreement to lease, or any lease of, any real or personal property which are requi sheet of lessee in accordance with generally accepted United Kingdom and Dutch accounting principles applicable recent audited financial statements or the most recent audited financial statements of the guarantor or made as part transaction to which we are a party or the guarantor is a party, or

  (iv) constitutes purchase money indebtedness;

(b) any indebtedness of others of the kinds described in the preceding clause (a) for the payment of which the issuer or the gu responsible or liable as guarantor or otherwise; and

(c) amendments, renewals, extensions and refundings of any such indebtedness; unless in any instrument or instruments evid indebtedness or pursuant to which the same is outstanding, or in any such amendment, renewal, extension or refunding, it is subordinate to all other of our indebtedness or the indebtedness of the guarantor, as the case may be, or that such indebt payment to the subordinated debt securities or the guarantees; *provided, however*, that Senior Debt shall not be deemed to (Unilever N.V. or Unilever Capital Corporation, as applicable) or any guarantor to any Subsidiary or to Unilever N.V. or

The Indenture does not limit the amount of Senior Debt which the issuer (Unilever N.V. or Unilever Capital Corporation, as applica issued by either issuer or any guarantor.

Conversion

The prospectus supplement for each series of guaranteed debt securities will provide whether the securities are convertible and, if so

Glossary

"*Attributable Debt*" means, as to any particular lease under which Unilever N.V., Unilever PLC or any Restricted Subsidiary is at an date as of which the amount thereof is to be determined, the total net obligations of the lessee for rental payments during the remaining te period for which such lease has been extended or may, at the option of the lessor, be extended) discounted as provided in the Indenture.

"*Capital Employed*" means the combined capital and reserves, outside interests in group companies, creditors due after more than or and charges, as shown on our combined consolidated balance sheet as published in the most recent Annual Accounts of Unilever PLC an Indenture).

"*Principal Property*" means any manufacturing or processing plant or warehouse located in the United States, Canada or the United Unilever N.V., Unilever PLC or any Restricted Subsidiary, other than (i) any such property which, in the opinion of the Board of Directo Unilever PLC, is not of material importance to the total business conducted by Unilever N.V. and Unilever PLC and their Subsidiaries an portion of such property which, in the opinion of the Board of Directors of Unilever N.V. and Unilever PLC, is not of material importanc property.

"*Restricted Subsidiary*" means any Subsidiary (i) substantially all the property of which is located, and substantially all the operatio United States, Canada or the United Kingdom, and (ii) which owns or leases a Principal Property.

"*Subsidiary*" means any corporation which qualifies to be included as a group company of either Unilever N.V. or Unilever PLC in sheet of Unilever N.V. and Unilever PLC and their respective Subsidiaries as published in the most recent Annual Accounts of Unilever

Modification of the Indenture

Unilever Capital Corporation, Unilever N.V., Unilever PLC, Unilever U.S. and the Trustee may modify and amend the Indenture, w not less than $66^2/_3$% in aggregate principal amount of the outstanding securities of all series under the Indenture which are affected by th (voting as one class); *provided, however*, that no such modification or amendment may, without the consent of the holder of each such ou affected thereby, among other things:

(a) change the stated maturity date of the principal of or any installment of interest on such security;

(b) reduce the principal amount of, or the rate or rates of any interest on, any such security or any premium payable upon the fund or analogous payment with respect thereto, or reduce the amount of the principal of a discounted debt security that w declaration of acceleration of the maturity thereof or upon the redemption thereof,

(c) change the currency of payment of principal of or any premium or interest on any such security;

(d) impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof;

(e) reduce the above-stated percentage of holders of securities necessary to modify or amend the Indenture;

(f) modify the foregoing requirements or reduce the percentage of outstanding securities of any series necessary to waive any majority; or

(g) change in any manner materially adverse to the interests of the holders of such securities the terms and conditions of the o regarding the due and punctual payment of the principal thereof, and premium, if any, and interest, if any, thereon or the s payments, if any, with respect to such securities.

Unilever Capital Corporation, Unilever N.V., Unilever PLC, Unilever U.S. and the trustee may also amend the Indenture in certain of the holders of the debt securities to evidence the succession of another corporation to Unilever Capital Corporation, Unilever N.V., Un case may be, or the replacement of the trustee with respect to the debt securities of one or more series and for certain other purposes.

Events of Default

The following are defined as Events of Default with respect to securities of any series outstanding under the Indenture (unless other supplement):

(a) failure to pay at maturity the principal of, or premium, if any, on any security of such series outstanding under the Indentu

(b) failure to pay any interest or any additional interest on any security of such series outstanding under the Indenture when d

(c) failure to deposit any sinking fund or analogous payment with respect to such series when and as due or beyond any appli

(d) failure to perform any other covenant of Unilever Capital Corporation, Unilever N.V., Unilever PLC or Unilever U.S. (oth included in the Indenture solely for the benefit of a series other than such series), continued for 90 days after written notic

(e) certain events in bankruptcy, insolvency or reorganization of Unilever Capital Corporation, Unilever N.V. or Unilever PL

If an Event of Default shall occur and be continuing, the Trustee in its discretion may proceed to protect and enforce its rights and th securities. If an Event of Default shall occur and be continuing, either the Trustee or the holders of not less than 25% in aggregate princip securities of such series (or of all affected series in the case of defaults under clauses (d) and (e) above (voting as one class)) may acceler outstanding securities of such series by written notice. The holders of not less than a majority in aggregate principal amount of outstandin such affected series in the case of defaults under clauses (d) and (e) above (voting as one class), as the case may be) under the Indenture the Indenture, except, among other things, a default in the payment of principal, premium, if any, or interest, if any. The holders of not le principal amount of outstanding securities of any series (or of all such affected series in the case of defaults under clauses (d) and (e) abo may be) may rescind a declaration of acceleration of securities of such series but only if all Events of Default have been remedied and al due as a result of acceleration) have been made. Since each series of guaranteed debt securities will be independent of each other series, of guaranteed debt securities will not in itself necessarily result in the acceleration of the maturity of a different series of guaranteed debt

Unilever Capital Corporation, Unilever N.V., Unilever PLC and Unilever U.S. are required to furnish to the Trustee annually a state fulfillment of covenants, agreements or conditions in the Indenture or a statement as to the nature of any default.

Consolidation, Merger and Sale of Assets

Unilever Capital Corporation, Unilever N.V., Unilever PLC and Unilever U.S. may, without the consent of the holders of any of the Indenture, consolidate or amalgamate with, merge into any other corporation or convey, transfer or lease its properties and assets substan corporation if:

(i) in the case of Unilever Capital Corporation or Unilever N.V., as the case may be, the successor corporation is organized u or The Netherlands, respectively, and the successor corporation assumes the obligations of Unilever Capital Corporation o be, on the securities issued under the Indenture;

(ii) in the case of Unilever N.V., Unilever PLC or Unilever U.S., the successor corporation assumes the obligations of Unilev U.S., as the case may be, on the guarantees and under the Indenture and, in the case of Unilever U.S., if such successor co laws of the United States, agrees to make payments under the guarantees free of any deduction or withholding for or on ac charges of the country of incorporation (or any political subdivision or taxing authority therein), subject to certain excepti

(iii) immediately after giving effect thereto, no Event of Default, and no event which, after giving of notice or lapse of time, w shall have occurred and be continuing; and

(iv) certain other conditions are met.

Unilever N.V., Unilever PLC or Unilever U.S. or any of their respective Subsidiaries may, subject to certain restrictions, assume the Capital Corporation or Unilever N.V. as obligor under the securities issued under the Indenture.

Defeasance and Discharge

The Indenture provides that Unilever Capital Corporation, Unilever N.V., Unilever PLC and Unilever U.S., at the option of Unileve Unilever N.V., Unilever PLC or Unilever U.S., as the case may be:

(a) will be discharged from any and all obligations in respect of any series of guaranteed debt securities and the guarantees re certain obligations to register the transfer or exchange of guaranteed debt securities of such series, replace stolen, lost or m of such series and maintain paying agencies), or

(b) need not comply with certain restrictive covenants of the Indenture (including those described under "Limitation on Liens Leasebacks" above),

if in each case, Unilever Capital Corporation or Unilever N.V., as the case may be, irrevocably deposits with the Trustee, in trust, (i) in th securities of such series denominated in U.S. dollars, money and/or U.S. government obligations or (ii) in the case of guaranteed debt sec in a foreign currency (other than a basket currency, as defined in the Indenture), money and/or foreign government securities in the same the payment of interest thereon and principal thereof in accordance with their terms will provide money in an amount in cash sufficient t any mandatory sinking find or analogous payments), and any premium and interest on, the guaranteed debt securities of such series not later than one day before the dates such payments are due in accordance with the terms of the guaranteed debt securities of such serie

In the case of a discharge pursuant to clause (a) above, Unilever Capital Corporation or Unilever N.V., as the case may be, is requir opinion of counsel to the effect that the holders of guaranteed debt securities of such series will not recognize income, gain or loss for Un purposes as a result of such deposit and related defeasance and will be subject to United States Federal income tax in the same manner a been the case if such deposit and related defeasance had not been exercised or a ruling to such effect received from or published by the U Service.

In the event we exercise our option pursuant to clause (b) above, Unilever Capital Corporation or Unilever N.V., as the case may be opinion of counsel to the effect that the holders of guaranteed debt securities of such series will not recognize income, gain or loss for Un purposes as a result of such deposit and related defeasance and will be subject to United States Federal income tax in the same manner a been the case if such deposit and related defeasance had not been exercised.

If the Trustee or paying agent is unable to apply any money, U.S. government obligations and/or foreign government securities dep proceeding or by reason of any order or judgment of any court or governmental authority located within the United States and having jur restraining or otherwise prohibiting such application (including any such order or judgment requiring the payment of money, U.S. gover government securities to Unilever Capital Corporation or Unilever N.V., as the case may be), the obligations of Unilever Capital Corpor and Unilever U.S. under the Indenture, the guaranteed debt securities of such series and the guarantees relating to such guaranteed debt s reinstated as though no such deposit had occurred, until such time as the Trustee or paying agent is permitted to apply all such money, U foreign government securities to payments of the principal of or any premium and interest on the guaranteed debt securities of such serie makes any payment of principal of or any interest on any guaranteed debt securities of such series because of any such reinstatement of c guarantor will be subrogated to the rights of the holders of the guaranteed debt securities of such series to receive such payment from the obligations and/or foreign government securities held by the Trustee.

Governing Law

New York law will govern the Indenture and the guaranteed debt securities.

Concerning the Trustee

The Bank of New York Mellon is Trustee under the Indenture. Unilever N.V., Unilever PLC and Unilever U.S. and certain of their deposit accounts and conduct other banking transactions with The Bank of New York Mellon and its affiliates in the ordinary course of t

Pursuant to the Trust Indenture Act, should a default occur with respect to either the guaranteed debt securities constituting Senior D or subordinated guaranteed debt securities, The Bank of New York Mellon would be required to resign as Trustee with respect to the gua Senior Debt or the subordinated guaranteed debt securities under the Indenture within 90 days of such default unless such default were c eliminated.

PLAN OF DISTRIBUTION

We may sell the guaranteed debt securities in and outside the United States (i) through underwriters or dealers, (ii) directly to purch
prospectus supplement will include the following information:

(a) the terms of the offering;

(b) the names of any underwriters or agents;

(c) the purchase price of the securities from us;

(d) the net proceeds to us from the sale of the securities;

(e) any delayed delivery arrangements;

(f) any underwriting discounts and other items constituting underwriters' compensation;

(g) any initial public offering price; and

(h) any discounts or concessions allowed or reallowed or paid to dealers.

Sale Through Underwriters or Dealers

If we use underwriters in the sale, the underwriters will acquire the guaranteed debt securities for their own account. The underwrite
time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determine
may offer securities to the public either through underwriting syndicates represented by one or more managing underwriters or directly b
underwriters. Unless we inform you otherwise in the prospectus supplement, the obligations of the underwriters to purchase the securitie
conditions, and the underwriters will be obligated to purchase all the offered securities if they purchase any of them. The underwriters m
initial public offering price and any discounts or concessions allowed or reallowed or paid to dealers.

During and after an offering through underwriters, the underwriters may purchase and sell the guaranteed debt securities in the oper
include overallotment and stabilizing transactions and purchases to cover syndicate short positions created in connection with the offerin
impose a penalty bid, whereby selling concessions allowed to syndicate members or other broker-dealers for the offered securities sold f
by the syndicate if such offered securities are repurchased by the syndicate in stabilizing or covering transactions. These activities may s
affect the market price of the offered securities, which may be higher than the price that might otherwise prevail in the open market. If c
discontinued at any time.

If we use dealers in the sale of the guaranteed debt securities, we will sell the securities to them as principals. They may then resell
varying prices determined by the dealers at the time of resale. We will include in the prospectus supplement the names of the dealers and

Direct Sales and Sales Through Agents

We may sell the guaranteed debt securities directly. In this case, no underwriters or agents would be involved. We may also sell the
agents we designate from time to time. In the prospectus supplement, we will name any agent involved in the offer or sale of the offered
commissions payable by us to the agent. Unless we inform you

otherwise in the prospectus supplement, any agent will agree to use its reasonable best efforts to solicit purchases for the period of its app

We may sell the guaranteed debt securities directly to institutional investors or others who may be deemed to be underwriters withi of 1933 with respect to any sale of those securities. We will describe the terms of any such sales in the prospectus supplement.

Delayed Delivery Contracts

If we so indicate in the prospectus supplement, we may authorize agents, underwriters or dealers to solicit offers from certain types guaranteed debt securities from us at the public offering price under delayed delivery contracts. These contracts would provide for paym in the future. The contracts would be subject only to those conditions described in the prospectus supplement. The prospectus supplemen payable for solicitation of those contracts.

General Information

We may have agreements with the agents, dealers and underwriters to indemnify them against certain civil liabilities, including liab 1933, or to contribute with respect to payments that the agents, dealers or underwriters may be required to make. Agents, dealers and un engage in transactions with or perform services for us in the ordinary course of their businesses.

LEGAL MATTERS

The validity of the guaranteed debt securities, the guarantees and the Ordinary Shares €0.16 deliverable upon conversion of the guar which this Prospectus is being delivered will be passed upon for Unilever Capital Corporation, Unilever N.V., Unilever PLC and Unilev counsel, Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, New York 10019. Cravath, Swaine & Moore LLP will rely on Chief Legal Officer or Group Secretary of Unilever N.V. and Unilever PLC with respect to all matters of English and Dutch law.

EXPERTS

The consolidated financial statements as of December 31, 2007 and 2006 and for each of the three years in the period ended Decem assessment of the effectiveness of internal control over financial reporting as of December 31, 2007 (which is included in Management's Financial Reporting) incorporated in this Prospectus by reference to the 2007 20-F have been incorporated herein in reliance on the repo Accountants N.V., and PricewaterhouseCoopers LLP, independent registered public accounting firms, given on the authority of said firm auditing.

Unilever Capital Corporation

$500,000,000 2.750% Senior Notes due 2016

$1,000,000,000 4.250% Senior Notes due 2021

Payment of Principal, Premium, if any, and Interest
Guaranteed Jointly, Severally Fully and Unconditionally by

Unilever N.V.,
Unilever PLC and
Unilever United States, Inc.

PROSPECTUS SUPPLEMENT

February 7, 2011