

FINAL TERMS

UNILEVER N.V.

Issue of CNY300,000,000 1.15 per cent. Notes due 2014 (the "Notes")
Guaranteed by UNILEVER PLC and UNILEVER UNITED STATES, INC.
under the U.S.\$15,000,000,000 Debt Issuance Programme

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the information memorandum dated 6 May 2010 (the "**Base Information Memorandum**"). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Information Memorandum.

Full information on the Issuer, the Guarantors and the Notes described herein is only available on the basis of a combination of this Final Terms, the Base Information Memorandum and the supplemental information memorandum dated 28 March 2011 (the "**Supplemental Information Memorandum**") (the Base Information Memorandum and the Supplemental Information Memorandum are collectively defined as the "**Information Memorandum**"). The Information Memorandum is available for viewing only by Noteholders at Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB.

PART A - CONTRACTUAL TERMS

Series No.:	36
Tranche No.:	1
Issuer:	Unilever N.V., having its corporate seat in Rotterdam, The Netherlands
Guarantors:	Unilever PLC and Unilever United States, Inc.
Status of Notes:	Senior and unsecured
Title of Notes:	CNY300,000,000 1.15 per cent. Notes due 2014
Arrangers:	(i) Deutsche Bank AG, Hong Kong Branch (ii) HSBC Bank plc
Lead Managers (syndicated issues):	(i) Deutsche Bank AG, Hong Kong Branch (ii) HSBC Bank plc
Co-Lead Managers (syndicated issues):	Not applicable

Relevant Dealer(s)/other relevant Managers (syndicated issues): Not applicable

Specified currency: Renminbi

Purchasers of the Notes should note that Renminbi is not a freely convertible currency. All payments in respect of the Notes will only be made by transfer to a Renminbi account maintained in Hong Kong in accordance with prevailing rules and regulations. In addition, access to Renminbi funds for the purposes of making payments on the Notes or generally may not remain or may become restricted.

Aggregate principal amount of Tranche/Series: CNY300,000,000

Issue Date: 31 March 2011

Issue Price: 100 per cent. of the aggregate principal amount of the Notes.

Management and underwriting commission: 0.20 per cent. of the aggregate principal amount of the Notes.

Selling commission: N/A

Fixed re-offer price: 100 per cent. of the aggregate principal amount of the Notes.
The prices of the Notes are subject to supply and demand.

Type of Note: Fixed Rate Note

The Notes will be in bearer form and will initially be represented by a Temporary Global Note, which is exchangeable for a Permanent Global Note on or after the first day following the expiry of the date which is 40 days after the Issue Date against prior certification of non-US beneficial ownership and such Permanent Global Note is exchangeable in whole but not in part (at the cost of the Issuer) for Definitive Notes only upon the occurrence of the following events as described in the Permanent Global Note:

- (A) any Note becomes due and repayable following an Event of Default (as defined in Condition 10A) and is not duly redeemed (and the funds required for such redemption are not available to the Principal Paying Agent for the purposes of effecting such redemption) by 6.00 p.m. (London time) on the thirtieth day

after the time at which such Notes become immediately redeemable; or

- (B) if any of Euroclear Bank S.A./N.V., Clearstream Banking société anonyme, the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the "CMU") or the operator of any other relevant clearing system should cease to operate as a clearing system (other than by reason of public holidays) or should announce an intention permanently to cease business, and it shall not be practicable to transfer the Notes to another clearing system within 90 days.

New Global Note: No

Partly Paid Notes: Not applicable

Denomination(s): CNY 1,000,000 or multiples thereof.

Calculation Amount: CNY 1,000,000

Interest: Interest-bearing

Condition 6A (Interest-Fixed Rate) is applicable

Condition 6A, for Fixed Rate:

The interest commencement date is the Issue Date.

Fixed Interest Payment Dates: Payable semi-annually in arrear on 30 September and 31 March of each year, subject to adjustment in accordance with the Modified Following Business Day Convention. The final interest payment shall be payable on maturity date.

Rate(s) of interest per annum: 1.15 per cent.

Day Count Fraction: Actual/365 (Fixed)

Accrual of interest: Condition 6F(5) applies

Determination Agent: Principal Paying Agent

Maturity Date: 31 March 2014

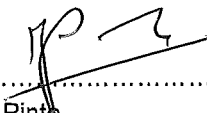
Maturity Redemption Amount:	Principal amount of the Notes
Installment Notes:	Not applicable
Undated Notes:	Not applicable
Early Redemption Amount (Tax):	Condition 7(c) applies
Optional Early Redemption (Call):	Not applicable
Optional Early Redemption (Put):	Not applicable
Business Day Convention:	Modified Following Business Day Convention
Business Day:	Additional Business Day: A day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong and if the Global Note representing the Notes is lodged with the CMU, a day (other than a Saturday, Sunday or public holiday) on which the CMU is operating.
Relevant Financial Centre Day:	Additional Relevant Financial Centre Day: A day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong and if the Global Note representing the Notes is lodged with the CMU, a day (other than a Saturday, Sunday or public holiday) on which the CMU is operating.
Redenomination:	Condition 8C does not apply.
Default Early Redemption Amount:	Principal amount of the Notes
Notices:	Condition 14 shall apply.
Stabilising Dealer/Manager:	Deutsche Bank AG, Hong Kong Branch
Date of Subscription Agreement:	28 March 2011

Other Terms and Conditions:	See Annex A for certain modifications to the Conditions of the Notes
Non-exempt Offer:	Not Applicable
Selling restrictions:	The selling restrictions are set out in the Information Memorandum.
U.S.\$ equivalent:	Specify the U.S.\$ equivalent of the principal amount of the Notes for the purposes of Clause 2(A) of the Trust Deed: U.S.\$45,709,410.

The Issuer and the Guarantors accept responsibility for the information in this Final Terms.

Signed on behalf of the Issuer:


UNILEVER N.V.

By: 
Michel Pinto
Duly Authorised Attorney

Date: 28 March 2011

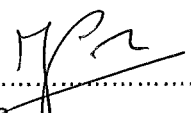
Signed on behalf of the Guarantors:

UNILEVER PLC

By: 
Michel Pinto
Duly Authorised Attorney

Date: 28 March 2011

UNILEVER UNITED STATES, INC.

By: 
Michel Pinto
Duly Authorised Attorney

Date: 28 March 2011

PART B - OTHER INFORMATION

1. Listing and admission to trading

Not applicable.

2. Interests of natural and legal persons involved in Issue

Save as discussed in "Subscription and Sale" section of the Information Memorandum, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

3. Reasons for the offer, estimated net proceeds and total expenses:

- | | | |
|-------|--------------------------|--|
| (i) | Reasons for the offer | See "Use of Proceeds" wording in Information Memorandum. |
| (ii) | Estimated net proceeds | CNY299.4 million. |
| (iii) | Estimated total expenses | Not applicable. |

4. Operational Information

Common Code: 060403929

Any Clearing System other than Euroclear and Clearstream, Luxembourg to be used:

The Notes will be cleared through the CMU. For persons seeking to hold a beneficial interest in the Notes through Euroclear or Clearstream, Luxembourg, such persons will hold their interests through an account opened and held by Euroclear or Clearstream with the Hong Kong Monetary Authority, the Operator of the CMU.

CMU Instrument Number: DBANFN11005

Principal Paying Agent:

Deutsche Bank AG, London Branch

Paying Agents:

Deutsche Bank AG, Hong Kong Branch shall act as CMU Paying Agent and CMU Lodging Agent in respect of the Notes.

The Royal Bank of Scotland N.V.

Deutsche Bank AG, Paris Branch

Deutsche Bank Luxembourg S.A.

Intended to be held in a manner
which would allow Eurosystem
eligibility:

No

ANNEX A

MODIFICATIONS TO CONDITIONS

The Terms and Conditions shall be modified as set forth below for the purposes of the Notes that are subject to these Final Terms:

1. Definitions

1.1 All references in the Terms and Conditions to:

- (A) "Trust Deed" shall be to the Trust Deed as supplemented for the purposes of the Notes on or about the date of this Final Terms; and
- (B) "Paying Agency Agreement" shall be to the Paying Agency Agreement as supplemented for the purposes of the Notes on or about the date of the Final Terms.

2. Condition 1 (Form and Denomination)

2.1 The following amendments shall be made to Condition (1)(d):

- (A) in the third line, the words ", the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the "**CMU**")" shall be inserted immediately after the words "Euroclear, Clearstream, Luxembourg";
- (B) in the sixth line, the words "or, if the Notes are cleared through the CMU, Deutsche Bank AG, Hong Kong Branch as CMU lodging agent (the "**CMU Lodging Agent**")", which expression shall include any successor to Deutsche Bank AG, Hong Kong Branch in its capacity as such and any substitute or additional CMU lodging agent appointed" immediately after the words "with the Principal Paying Agent";
- (C) in the ninth line, the words "(or, in the case of a Global Note lodged with the CMU, the CMU)" shall be inserted immediately after the words "Euroclear or Clearstream, Luxembourg";
- (D) the following paragraphs shall be inserted immediately above the paragraph starting with the words "*Swiss Notes will be in bearer form...*":

"In respect of Notes to be cleared through the CMU, each Global Note will be held for the account of CMU members who have accounts with the Hong Kong Monetary Authority, as operator of the CMU (the "**Operator**"), or the CMU participants. Interests in the Global Note will only be shown on, and transfers of interests will be effected through, records maintained by the Operator.

For so long as a Global Note is held by the CMU, payments of interest or principal shall be made to the persons for whose account a relevant interest in the Global Note is credited as being held by the CMU at the relevant time, as

notified to the CMU Lodging Agent by the CMU in a relevant CMU Instrument Position Report (as defined in the rules of the CMU) or in any other relevant notification by the CMU. A payment in accordance with the relevant CMU Instrument Position Report (as defined in the rules of the CMU) shall discharge the Issuer's obligations in respect of that payment. Any payments by the CMU participants to indirect participants shall be governed by arrangements agreed between the CMU participants and the indirect participants and will continue to depend on the inter-bank clearing system and traditional payment methods. Such payments shall be the sole responsibility of such CMU participants and the Issuer shall have no obligation or liability in connection therewith."

3. Condition 8 (Payments)

3.1 Notwithstanding any provisions to the contrary in Condition 8, all payments of principal and/or interest in respect of the Notes shall be made against presentation and surrender of the relevant Notes at the specified office of any of the Paying Agents and its possessions by transfer to a designated CNY denominated account of the payee with a bank in Hong Kong only.

3.2 In Condition 8A(7), the following words shall be added immediately after the words "U.S. tax law requirements" in the fourth line:

"; provided further that (x) in respect of Notes lodged with the CMU, such payments shall be made by transfer to a Settlement Account in accordance with the rules and procedures of the Operator. Each of the persons shown in the CMU Instrument Position Report (as defined in the rules of the CMU) or any other statement by the CMU of the identities and interests of the persons credited with interests in that Global Note as the holder of a particular principal account of Notes must look solely to the CMU for his share of each payment so made by the Issuer to, or the order of, the holder of that Global Note; and (y) in respect of Notes not lodged with the CMU but are denominated in Renminbi, such payment will be made by transfer to a CNY denominated account maintained by the payee with a bank in Hong Kong."

3.3 In Condition 8B(1), the following amendments shall be made:

(A) the paragraph below shall be inserted as a new paragraph (ii)

"(ii) **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;"

(B) the paragraph below shall be inserted as a new paragraph (iii)

"(iii) **"PRC"** means the People's Republic of China which, for the purpose of these Conditions, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan;"

(C) the existing paragraph (ii) (Relevant Financial Centre) shall be reordered as paragraph (iv) and the word "and" at the end shall be deleted;

(D) the paragraph below shall be inserted as a new paragraph (v)

“(v) **“CNY” or “Renminbi”** means the lawful currency of the PRC;”;

(E) the paragraph below shall be inserted as a new paragraph (vi):

“(vi) **“Settlement Account”** means, in relation to a payee which is a licensed bank, the account maintained by that payee with the Operator through which its own clearing balance is settled or, in relation to a payee which is not a licensed bank, the account maintained by its designated correspondent bank with the Operator for the purpose of settling, *inter alia*, interbank payments; and”;

(F) the existing paragraph (iii) (TARGET System) shall be reordered as paragraph (vii) and the fullstop therein shall be replaced with “,”; and

(G) in the second to last line in Condition 8B(1), the words “in the case of (i) or (ii)” shall be replaced with “in the case of (i) or (iv)”.

4. **Condition 14 (Notices)**

4.1 In the first paragraph, the word “Notices” in the first line shall be replaced with the words “In the case of Notes not denominated in Renminbi, notices”.

4.2 In the second paragraph, the word “Holders” in the first line shall be replaced with the words “In the case of all Notes, holders”.

4.3 The following paragraphs shall be inserted at the end of Condition 14:

“Notes cleared through the CMU

Until such time as any Definitive Notes are issued and so long as a Global Note is held in its entirety on behalf of the Operator, any notice to the holders of the Notes shall be validly given by the delivery of the relevant notice to the account holder in a CMU Instrument Position Report (as defined in the rules of the CMU) issued by the Operator on the Business Day preceding the date of dispatch of such notice as holding interests in the Global Note. Any such notice shall be deemed to have been given to the Noteholders on the second Business Day after such notice is delivered to the persons shown in the CMU Instrument Position Report (as defined in the rules of the CMU).

Any notice to the holder of any Definitive Note shall be validly given if published in the *South China Morning Post* in Hong Kong or, if that newspaper shall cease to be published or timely publication therein shall not be practicable, in another English language newspaper with general circulation in Hong Kong. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.”