



Please note: the NV EGM has changed to a virtual meeting only. Reference is made to the information on our website (www.unilever.com/unification/documents) for further details.

MAKING SUSTAINABLE LIVING COMMONPLACE

**CHAIRMAN'S LETTER
AND NOTICE OF MEETING
EXTRAORDINARY GENERAL MEETING
ROTTERDAM 21 SEPTEMBER 2020**

LETTER TO SHAREHOLDERS

Dear shareholder,

10 August 2020

I am pleased to invite you to Unilever N.V.'s ('NV') extraordinary general meeting (the 'NV EGM'). The NV EGM will be held on 21 September 2020 at World Trade Center, Beursplein 37, 3011 AA Rotterdam, the Netherlands and will start at 10.00 a.m. (CET).

On 11 June 2020, the boards of NV and Unilever PLC ('PLC') announced the intention to unify the Unilever Group's structure under a single parent company, PLC ('Unification').

At the NV EGM our CEO, Alan Jope, and I will further explain the background to and reasons for Unification. Following this presentation, we will have a full Q&A session on the matters tabled before we move to the voting of the proposed resolutions. The resolutions put to you for voting are further explained in the Explanatory Notes.

The boards of NV and PLC (the 'Boards') consider Unification to be in the best interests of Unilever and its shareholders as a whole, including NV and NV shareholders. Below I elaborate more on the background and the rationale of Unification. The Boards unanimously recommend that you vote in favour of Unification as they intend to do themselves in relation to their own NV shares.

We advise you to carefully read this notice of meeting and other related documents for further information.

Background to Unification

The Unilever Group has been owned through two separately listed companies, NV and PLC, since its formation in 1930. During this time, NV and PLC, together with their group companies, have operated as nearly as practicable as a single economic entity. This is achieved by special provisions in the articles of association of NV and PLC, together with a series of agreements between NV and PLC (the Equalisation Agreement, the Deed of Mutual Covenants and the Agreement for Mutual Guarantees of Borrowing), known as the Foundation Agreements.

Each NV ordinary share represents the same underlying economic interest in the Unilever Group as each PLC ordinary share. As a result, parity between the economic rights of the respective shareholders of NV and PLC has been maintained. However, NV and PLC remain separate legal entities with different shareholder constituencies and separate stock exchange listings. Shareholders cannot convert or exchange the shares of one for the shares of the other.

NV and PLC have the same directors, adopt the same accounting principles and pay dividends to their respective shareholders on an equalised basis. NV and PLC and their group companies constitute a single reporting entity for the purposes of presenting consolidated accounts.

Strategic benefit of Unification and its impact for shareholders and other stakeholders

After a comprehensive review over the last 18 months, the Boards continue to believe that moving from the current dual-headed legal structure to a single parent company will bring significant benefits by:

- Increasing Unilever's strategic flexibility for portfolio evolution, including through equity-based acquisitions or demergers. Such flexibility is even more important as Unilever anticipates the increasingly dynamic business environment that the COVID-19 pandemic will create.
- Removing complexity and further strengthening Unilever's corporate governance, creating for the first time an equal voting basis per share for all shareholders. Upon completion, there would be one market capitalisation, one class of shares and one global pool of liquidity, whilst maintaining the Unilever Group's listings on the Amsterdam, London and New York stock exchanges.

Following the move to a single parent legal structure, Unilever's strong presence in both the Netherlands and the United Kingdom will remain unchanged. There will be no change to the operations, locations, activities or staffing levels in either the Netherlands or the United Kingdom as a result of Unification. There will also be no changes to the manufacture and supply of Unilever products in the Netherlands and the United Kingdom as a result of Unification. Unilever is very proud of its Anglo-Dutch heritage and has confirmed to both governments that its commitment to both countries will not change as result of this proposal.

Unification does not change Unilever's vision to be the global leader in sustainable business, and there will be no change to Unilever's multi-stakeholder approach and strategy of a purpose-led and future-fit business model driving superior performance and creating long-term value for its stakeholders.

NV EGM

The NV EGM is an important opportunity for all NV shareholders to express their views by asking questions on Unification and related resolutions. If you would like to be assured of the fullest possible response to a question asked in the NV EGM, it would be helpful if you could give me prior notice of your question. Of course, you are also invited to write to me at any time should you wish. Alternatively, you may find the answer to your question on our website at www.unilever.com/unification.

The Boards ask the NV EGM for approval of the proposed Unification and related formal resolutions.

Enclosed with this letter you will find the formal notice of meeting being convened, agenda and explanatory notes for the NV EGM. If you would like to cast your votes electronically you must do so by no later than 5.30 p.m. (CET) on 14 September 2020, via www.abnamro.com/evoting. Please refer to the

information on page 7 of the notice of the NV EGM for further information.

All your votes are important to us and I would urge you to cast your vote.

In light of the COVID-19 outbreak and subject to an extension of the emergency legislation allowing fully virtual meetings, the board of NV could decide to allow shareholders to only virtually participate in the NV EGM. If deemed appropriate, the decision of the board of NV to allow such a virtual meeting and the relevant information and procedures regarding virtual participation will be published on www.unilever.com/unification prior to the NV EGM in a timely fashion. Shareholders should regularly check Unilever's website for updates (www.unilever.com/unification).

Yours sincerely,

Nils Andersen
Chairman

UNILEVER N.V. NOTICE OF EXTRAORDINARY GENERAL MEETING

Unilever N.V.'s ('NV') extraordinary general meeting ('NV EGM') is to be held on 21 September 2020 at 10.00 a.m. (CET) at World Trade Center, Beursplein 37, 3011 AA Rotterdam, the Netherlands.

AGENDA

1. To amend NV's articles of association in connection with Unification (which is proposed under agenda item 2).
2. To approve Unification.
3. To discharge executive directors.
4. To discharge non-executive directors.

All agenda items can be voted on.

The NV EGM will also serve as a meeting of holders of ordinary shares and this notice will also serve as a notice for the meeting of holders of ordinary shares.

All documents for the NV EGM, including the Shareholder Circular, the Common Draft Terms of Merger and the Demerger Proposal, are available at www.unilever.com/unification/documents.

Copies of such documents may be obtained free of charge from NV and through ABN AMRO Bank N.V., telephone number +31 20 383 5454, email ava@nl.abnamro.com.

EXPLANATORY NOTES TO THE NOTICE OF EXTRAORDINARY GENERAL MEETING

GENERAL

On 11 June 2020, the boards of NV (the 'Board') and Unilever PLC ('PLC') announced the intention to unify the Unilever Group's structure under a single parent company, PLC ('Unification').

Unification will be implemented through a cross-border merger between PLC and NV (the 'Cross-Border Merger') which will result in PLC becoming the single parent company of the Unilever Group.

For the background, strategic rationale, effects and further details of Unification and the Cross-Border Merger, reference is made to the Shareholder Circular published at www.unilever.com/unification/documents, which forms part of these explanatory notes. The Board advises all its shareholders to read this and the related documents for further information.

AGENDA ITEM 1

TO AMEND NV'S ARTICLES OF ASSOCIATION IN CONNECTION WITH UNIFICATION

If Unification is approved by NV shareholders at the NV EGM, a withdrawal mechanism in accordance with Section 2:333h, subsection 1, of the Dutch Civil Code will be provided for those shareholders who have voted against the proposal to approve Unification and who do not wish to hold shares in PLC (the 'Withdrawal Mechanism'). Such shareholders (each a 'Withdrawing Shareholder') may file a request for compensation with NV (the 'Withdrawal Application') in accordance with the Dutch Civil Code within one month beginning on the day after the NV EGM (the 'Withdrawal Period').

An NV shareholder who: (i) votes in favour of Unification at or prior to the NV EGM (in person or by proxy), (ii) abstains from voting, (iii) is not present or represented at the NV EGM (in person, by proxy or by permitted electronic means), or (iv) does not complete and return a Withdrawal Application form (the 'Withdrawal Application Form') within the Withdrawal Period, does not have any rights under the Withdrawal Mechanism.

A Withdrawing Shareholder can make use of the Withdrawal Mechanism only in respect of NV shares that such Withdrawing Shareholder:

- (i) held at the record date for the NV EGM and in respect of which such Withdrawing Shareholder voted against Unification; and
- (ii) still holds at the time the Withdrawal Application Form is submitted.

NV shareholders should note that (i) once the Withdrawal Period has ended, any Withdrawal Application will be irrevocable, (ii) following submission of a Withdrawal Application Form, a Withdrawing Shareholder shall not be allowed to transfer or dispose of NV shares or NV shares in New York registry form for which it duly exercised its rights under the Withdrawal

Mechanism (the 'NV Exit Shares') in any manner, and (iii) any holder of NV shares in New York registry form making use of the Withdrawal Mechanism must first convert its NV shares in New York registry form into NV shares in NV's shareholders' register before the Withdrawal Application Form can be submitted.

A draft of the Withdrawal Application Form is included in the Shareholder Circular and the final version will be posted on our website (www.unilever.com/unification/documents) after the NV EGM.

In anticipation of Unification, the Board proposes to amend the current articles of association of NV to, amongst other changes, include:

- (i) a clear formula under which the amount of compensation payable to Withdrawing Shareholders who elect to exercise their rights under the Withdrawal Mechanism can be objectively established (the 'Cash Compensation'); and
- (ii) provisions under which the Board may decide, with the written consent of the holder of such share, to convert an ordinary share, with a nominal value of EUR 0.16, into an ordinary B share of NV, with a nominal value of EUR 0.16 (the 'NV Ordinary B Shares') carrying the same rights as the current NV ordinary shares, with a nominal value of EUR 0.16 each.

It is expected that the Board will decide to convert NV Exit Shares into NV Ordinary B Shares prior to the date the Cross-Border Merger becomes effective (the 'CBM Effective Date'). The conversion of NV Exit Shares into NV Ordinary B Shares aims to facilitate the implementation of the Withdrawal Mechanism. Upon the CBM Effective Date, the NV Ordinary B Shares will cease to exist as a consequence of the Cross-Border Merger taking effect and thereafter, the Cash Compensation shall be paid to such Withdrawing Shareholder.

The Cash Compensation per NV Exit Share to be received by a Withdrawing Shareholder will be determined in accordance with the formula proposed to be included in the amended articles of association.

The amount of the Cash Compensation per NV Exit Share will depend on the aggregate number of NV shares in respect of which shareholders submit Withdrawal Applications and shall be determined on the following basis:

- (i) if the aggregate number of NV Exit Shares represents 1% or less of the issued and outstanding share capital of NV at 23:59 hours CET on the last day of the Withdrawal Period, the Cash Compensation to be received for each NV Exit Share will be equal to the volume weighted average price of one PLC ordinary share of 3¹/₉ pence traded on the London Stock Exchange for the five trading day period prior to the CBM Effective Date; or

- (ii) if the aggregate number of NV Exit Shares represents more than 1% of the issued and outstanding share capital of NV at 23:59 hours CET on the last day of the Withdrawal Period, the aggregate Cash Compensation to be received for all NV Exit Shares will be equal to the cash proceeds realised by PLC from an offering of a number of newly issued PLC shares (the 'Cash Compensation Funding Shares'), as described below, equal to the aggregate number of NV Exit Shares (the 'Share Offering Formula').

After expiry of the Withdrawal Period, the boards of NV and PLC (the 'Boards') shall jointly determine the number of Withdrawing Shareholders and the aggregate number of NV Exit Shares on the basis of the received Withdrawal Application Forms.

If the Cash Compensation per NV Exit Share is to be determined in accordance with the Share Offering Formula, PLC will offer and sell the Cash Compensation Funding Shares (the 'Offering') during the period between the end of the Withdrawal Period and the CBM Effective Date. The Boards will jointly determine prior to the CBM Effective Date whether such Offering will take place by means of (or any combination of) accelerated book builds, private placements or other alternative sale arrangements. Following the Offering, the Cash Compensation per NV Exit Share will be determined by the Boards by dividing the proceeds of the Offering by the total number of NV Exit Shares.

If this proposal is adopted, the amendment to NV's articles of association will be implemented during a short suspension of the NV EGM prior to the proposal to vote on agenda items 2, 3 and 4. If the proposal under this agenda item 1 is not adopted, then the amendment to NV's articles of association will not be implemented and the other items on the agenda will not be put to a vote.

The verbatim text of the proposed amendments to NV's articles of association is attached to this document, is made available for inspection by the shareholders at NV's registered office at Weena 455, 3013 AL Rotterdam, the Netherlands, and published at www.unilever.com/unification/documents. If requested by any NV shareholder, NV shall provide a copy of the proposed amendments to NV's articles of association free of charge.

The proposal to amend NV's articles of association includes the proposal to authorise each member of the Board and also each (candidate) civil law notary and notarial employee of Linklaters LLP, Amsterdam office, each of them severally, to execute the notarial deed of amendment to NV's articles of association.

AGENDA ITEM 2

TO APPROVE UNIFICATION

Demerger

Prior to the Cross-Border Merger taking effect, NV will carry out an internal restructuring by means of a Dutch statutory partial demerger of NV into three 100% directly held Dutch subsidiaries of NV incorporated as part of such demerger process (the 'Demerger').

The terms and conditions of the Demerger are laid down in the demerger proposal of NV, dated 7 August 2020 (the 'Demerger Proposal'). The Demerger Proposal will be filed with the Dutch Trade Register and is also a schedule to the Shareholder Circular. The full version of the Demerger Proposal (including any annexes thereto) is available at www.unilever.com/unification/documents.

Authorisation to repurchase NV special shares

In the context of Unification, the ordinary shares in the capital of NV, with a nominal value of EUR 428.57 each, numbered 1 through 2,400 (the 'NV Special Shares') will lose their purpose once Unilever's Group is under a single parent company. The Board therefore wishes to repurchase all NV Special Shares in order for the NV Special Shares to be cancelled by operation of law upon the CBM Effective Date.

It is proposed to authorise the Board, in accordance with Section 2:98 of the Dutch Civil Code, to cause NV to purchase a maximum number of 2,400 NV Special Shares, in such form as deemed appropriate by the Board, at a purchase price per NV Special Share, excluding expenses, between EUR 428.57 (the nominal value) and 110% of the value per NV Special Share calculated by multiplying the outcome of 428.57 (the nominal value per NV Special Share) divided by 0.16 (the nominal value per NV ordinary share) with the average of the closing price of one NV ordinary share traded on the regulated market operated by Euronext Amsterdam N.V. over the five business days before the day on which the purchase is made.

The authority under this resolution will expire on the date falling 18 months from the date of this NV EGM.

Cross-Border Merger

The terms and conditions of the Cross-Border Merger are laid down in the common draft terms of merger between PLC and NV, dated 7 August 2020 (the 'Common Draft Terms of Merger'). The Common Draft Terms of Merger will be filed with the Dutch Trade Register and are also a schedule to the Shareholder Circular.

Equalisation Agreement

Since 1930 when the Unilever Group was formed, NV and PLC have operated as nearly as practicable as a single economic entity. This is achieved by special provisions in the NV articles of association and the PLC articles of association, together with a series of agreements between NV and PLC (the *Equalisation Agreement*, the *Deed of Mutual Covenants* and the *Agreement for Mutual Guarantees of Borrowing*), known as the Foundation Agreements. As Unification will result in the Unilever Group being unified under a single parent company, the Foundation Agreements will have no further effect. Therefore, the proposal to approve Unification (as defined below) will, on implementation, result in the Equalisation Agreement and other Foundation Agreements coming to an end.

Proposals

The Board proposes to the NV EGM as one combined proposal to resolve to approve Unification, which combined proposal includes to resolve to:

- (a) effect the Demerger;
- (b) authorise the Board to repurchase NV Special Shares; and
- (c) effect the Cross-Border Merger,
(‘to approve Unification’).

A vote cast in respect of the proposal to the NV EGM to approve Unification will, if such vote is made in respect of an NV ordinary share of EUR 0.16 each, be deemed an identical vote in the meeting of holders of NV ordinary shares of EUR 0.16 each to approve the NV EGM’s resolution to approve Unification to the extent such approval is required.

Please note that the Boards will give effect to the Cross-Border Merger only after the conditions, as referred to in the Common Draft Terms of Merger, have been satisfied or waived, as the case may be.

In order to be validly approved, if at least 50% of the issued share capital is represented (either in proxy or by person) at the NV EGM, Unification requires more than 50% of votes cast in person or by proxy at the NV EGM in favour of the proposal. If less than 50% of the issued share capital is represented at the NV EGM, a majority of at least two-thirds of the votes cast is required to validly pass the resolution.

AGENDA ITEM 3

TO DISCHARGE EXECUTIVE DIRECTORS

It is proposed to discharge the executive directors for the fulfilment of their tasks, up to the date of the NV EGM.

As NV will cease to exist as a consequence of Unification, agenda item 3 proposes to discharge the executive directors of the Board for the fulfilment of their task up to the date of the NV EGM. Agenda item 3 will be subject to Unification taking effect.

AGENDA ITEM 4

TO DISCHARGE NON-EXECUTIVE DIRECTORS

It is proposed to discharge the non-executive directors for the fulfilment of their tasks, up to the date of the NV EGM.

As NV will cease to exist as a consequence of Unification, agenda item 4 proposes to discharge the non-executive directors of the Board for the fulfilment of their task up to the date of the NV EGM. Agenda item 4 will be subject to Unification taking effect.

INFORMATION ABOUT ATTENDING THE EXTRAORDINARY GENERAL MEETING

Unilever N.V.'s ('NV') extraordinary general meeting ('NV EGM') is to be held on 21 September 2020 at World Trade Center, Beursplein 37, 3011 AA Rotterdam, the Netherlands, at 10.00 a.m. (CET).

The NV EGM will also serve as a meeting of holders of ordinary shares.

ADMISSION TO THE NV EGM AND VOTING RIGHTS

The Board has determined that shareholders on 24 August 2020, after closing of the books (the 'Record Date'), who are registered as such in one of the (sub)registers designated by the Board, have the right to attend the NV EGM and exercise their voting rights in accordance with the number of shares held at the Record Date. The designated (sub)registers are the administration records of the intermediaries in the meaning of the Dutch Securities Giro Act (*Wet giraal effectenverkeer*) and the shareholders' register of NV.

ATTENDANCE INSTRUCTIONS

Shareholders who wish to attend the NV EGM either in person or by proxy (see under 'Proxies'), can apply to ABN AMRO Bank N.V. ('ABN AMRO'), through their bank or broker or via www.abnamro.com/evoting, until 5.30 p.m. (CET) on 14 September 2020. ABN AMRO will send an admission ticket for the NV EGM via the bank or broker to the notified holders of shares by email.

PROXIES

Shareholders who wish to have themselves represented at the NV EGM by a proxy holder appointed by them must register with ABN AMRO in accordance with the instructions above and deposit a written power of attorney before 5.30 p.m. (CET) on 14 September 2020. For this purpose, they can use the power of attorney printed on the admission ticket or the power of attorney available on www.unilever.com/unification/documents.

VOTING INSTRUCTIONS

Holders of shares who are unable to attend the NV EGM in person and wish to participate in the voting process can render their voting instructions electronically via www.abnamro.com/evoting. By doing so voting instructions are given to Mr M.J. Meijer Notarissen N.V., to cast their vote at the NV EGM. Voting instructions can be given until 5.30 p.m. (CET) on 14 September 2020.

REGISTERED SHARES

Holders of registered shares will be approached by IQ EQ Financial Services B.V. ('IQ EQ') individually. A written notification to attend the NV EGM, a completely filled-in voting instruction form or a written power of attorney must be received by IQ EQ by 14 September 2020 at 5.30 p.m. (CET) at the latest.

IDENTIFICATION

We kindly request you to bring a valid proof of identity to the NV EGM.

ROUTE DESCRIPTION

A detailed route description can be found on www.unilever.com/unification and can be requested via email to shareholder.services@unilever.com.

CORONAVIRUS DISEASE (COVID-19)

In view of the COVID-19 outbreak and the safety measures that may be imposed, NV may take further precautionary measures to limit risks for our employees, shareholders and other stakeholders, including, subject to an extension of the emergency legislation allowing fully virtual meetings, converting the NV EGM into a fully virtual meeting. Developments will be closely monitored and we will publish updates and/or safety guidelines for attending the NV EGM on our website (www.unilever.com/unification).

VIRTUAL PARTICIPATION (HYBRID MEETING)

The Board is also reviewing the option to allow shareholders to virtually participate in the NV EGM, in light of the COVID-19 outbreak. If deemed appropriate, the decision of the Board to allow such a hybrid meeting and the relevant information and procedures regarding virtual participation will be published on www.unilever.com/unification prior to the NV EGM in a timely fashion. Shareholders should regularly check Unilever's website for updates (www.unilever.com/unification).

The procedures and other information provided below will only be applicable should the Board decide to allow shareholders to virtually participate in the NV EGM. In such event, the following applies:

- Shareholders can virtually participate in the NV EGM via www.abnamro.com/evoting. The option of virtual participation will not be available to holders of NV shares in New York registry form and holders of registered shares. In addition, virtual participation may not be available if a shareholder's intermediary does not support online participation. The Board may decide that shareholders who participate in the

NV EGM virtually will be able to speak or otherwise address the NV EGM.

- Shareholders who have registered for virtual participation at the NV EGM will receive a confirmation of registration by email which will contain a unique link. Via this link the shareholder can login to the online platform of the NV EGM by means of a two-step verification process (by SMS verification).
- Certain details of the shareholder will be required for authentication purposes, such as his/her valid email address, securities account and mobile phone number, in order to provide virtual access. Where applicable, also the intermediaries are requested to provide the same information with respect to the shareholders that wish to virtually participate in the NV EGM through the online platform.
- On the day of the NV EGM, shareholders may log into the online platform via www.abnamro.com/evoting from 9.00 a.m. (CET) until the start of the meeting at 10.00 a.m. (CET). Shareholders who wish to participate in the NV EGM virtually, must log in and complete the admission procedure for the NV EGM before the meeting starts. Shareholders are recommended to log in at least 15 minutes prior to the start of the NV EGM. Shareholders who have not logged in before the start of the NV EGM via the online platform cannot participate and can only follow the NV EGM via the livestream.
- NV's Hybrid Meeting Terms apply to shareholders who wish to participate in the NV EGM via the online platform. NV's Hybrid Meeting Terms, as well as an overview of the minimum requirements to the devices and systems that can be used for virtual participation (if applicable) will be available on www.unilever.com/unification.

Virtual participation (if applicable) entails risks, as described in NV's Hybrid Meeting Terms. If a shareholder wishes to avoid such risks and does not wish to participate in the NV EGM in person, he or she should choose to render voting instructions as described above.

Annex to the Notice of NV EGM

Unilever N.V.

DEED OF AMENDMENT OF ARTICLES OF ASSOCIATION

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NOTE ABOUT TRANSLATION:

This document is an English translation of a document prepared in Dutch. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law.

In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

DEED OF AMENDMENT OF ARTICLES OF ASSOCIATION

(Unilever N.V.)

This [•] day of [•] two thousand and twenty, there appeared before me, Guido Marcel Portier, civil law notary in Amsterdam, the Netherlands:

[•].

The person appearing declared the following:

The general meeting of **Unilever N.V.**, a public company (*naamloze vennootschap*) under the laws of the Netherlands, having its official seat (*statutaire zetel*) in Rotterdam, the Netherlands, and its office at Weena 455, 3013 AL Rotterdam, the Netherlands, registered with the Dutch Trade Register under number 24051830 (the "**Company**"), resolved on the [•] day of [•] two thousand and twenty to partially amend the articles of association of the Company, as well as to authorise the person appearing to have this deed executed. The adoption of such resolutions is evidenced by an extract of the minutes of the general meeting, (a copy of) which shall be attached to this deed (Annex).

The articles of association of the Company were last amended by a deed, executed on the ninth day of May two thousand and twelve before J.D.M. Schoonbrood, civil law notary in Amsterdam, the Netherlands, which deed was corrected by means of a notarial record of correction, executed on the twenty-fifth day of May two thousand and twelve before the aforementioned civil law notary J.D.M. Schoonbrood.

In implementing the aforementioned resolution, the articles of association of the Company are hereby amended as follows.

Amendment A

Article 4.1 is amended and shall forthwith read as follows:

“4.1 The authorised capital of the Company is five hundred ninety-eight million eight hundred eighty-five thousand three hundred and eighteen euro (EUR 598,885,318) divided into:

- (i) seventy-five thousand (75,000) seven per cent cumulative preference shares of four hundred and twenty-eight euro and fifty-seven euro cents (EUR 428.57) each (the ‘7% cumprefs’);
- (ii) two hundred thousand (200,000) six per cent cumulative preference shares of four hundred and twenty-eight euro and fifty-seven euro cents (EUR 428.57) each (the ‘6% cumprefs’);
- (iii) two thousand four hundred (2,400) ordinary shares of four hundred and twenty-eight euro and fifty-seven euro cents (EUR 428.57) each;
- (iv) one billion five hundred million (1,500,000,000) ordinary shares of sixteen euro cents (EUR 0.16) each; and
- (v) one billion five hundred million (1,500,000,000) ordinary B shares of sixteen euro cents (EUR 0.16) each.”.

Amendment B

After Article 4.2, a new Article 4.3 is inserted, reading as follows:

“4.3 With the written consent of the holder of the relevant ordinary shares, the Board of Directors may decide to convert one or more ordinary shares of sixteen euro cents (EUR 0.16) each into an equal number of ordinary B shares. An ordinary B share can be converted into an ordinary share of sixteen euro cents (EUR 0.16) by a resolution of the Board of Directors. The conversion becomes effective as per the moment indicated in the resolution adopted by the Board of Directors. The Board of Directors shall forthwith deposit a declaration of conversion at the Dutch trade register.”.

Amendment C

Article 7.1, second sentence is amended and shall forthwith read as follows:

“The other ordinary shares are numbered from 2,401 onwards and the ordinary B shares are numbered from B1 onwards, without prejudice to the provisions of Article 9 and Article 11 hereof, regarding the numbering of share certificates and bookings in the share register respectively.”.

Amendment D

Article 27 is amended and shall forthwith read as follows:

“Meetings of holders of a class of shares

Article 27

The provisions of the Articles 28 to 33 inclusive and of Article 35 hereof relating to the General Meeting shall, save insofar as is otherwise expressed or follows from the meaning of the relevant provision, apply correspondingly to the meeting of holders of preference shares, to the meeting of holders of preference shares of a particular class, the meeting of holders of ordinary shares and the meeting of holders of ordinary B shares and—subject to the provisions of Article 36 hereof—to the meeting of the holders of ordinary shares of four hundred and twenty-eight euro and fifty-seven euro cents (EUR 428.57) each numbered 1 to 2,400 inclusive.”.

Amendment E

Article 38.5 is amended and shall forthwith read as follows:

“38.5 The profits remaining after the provisions of the preceding paragraphs have been applied shall be distributed to the holders of the ordinary shares and the ordinary B shares in proportion to the nominal value of their respective holdings of ordinary shares and ordinary B shares.”.

Amendment F

Article 41.3 is amended and shall forthwith read as follows:

“41.3 The Board of Directors shall determine the date from which a distribution is obtainable. Different dates may be set in respect of the various classes of ordinary shares or the various classes of preference shares and in respect of registered shares for which share certificates are outstanding, shares for which bookings as referred to in Article 11 hereof have been recorded in the share register or shares which form part of a collective depot or the giro depot.”.

Amendment G

Article 42.2 is amended and shall forthwith read as follows:

“42.2 If a distribution is made by issuing ordinary shares or ordinary B shares in the Company’s capital, any shares not claimed by the person entitled thereto five years after the first day on which they were obtainable may be converted into money by the Company on his account. The right to the proceeds shall lapse and such proceeds be credited to the Company’s Profit and Loss Account if they have not been collected by the person entitled thereto twenty years after the first day on which the shares were obtainable.”.

Amendment H

Article 44.1 is amended and shall forthwith read as follows:

“44.1 Resolutions to alter or terminate the agreement referred to in Article 2 hereof shall be valid only if passed by the General Meeting upon a proposal by the Board of Directors. Such resolutions shall require the approval of the holders of ordinary shares and the holders of ordinary B shares, in each case given by majority vote at a meeting of such holders at which at least one-half of the total issued capital of the relevant class of shares of the Company is represented. If the resolution proposed relates to an alteration of the said agreement which would prejudice the interests of the holders of preference shares under the said agreement, or to the termination of the agreement, then such resolution shall also require the approval of the holders of preference shares given by at least three-fourths of the votes cast at a meeting of such holders at which not less than two-thirds of the total issued preference capital of the Company is represented.”.

Amendment I

Article 45.7 is amended and shall forthwith read as follows:

“45.7 Whatever remains after the provisions of paragraphs 5 and 6 have been applied shall be distributed to the holders of ordinary shares and ordinary B shares in proportion to their respective holdings of ordinary shares and ordinary B shares.”.

Amendment J

Article 46.3 is amended and shall forthwith read as follows:

“46.3 With due observance of Article 50, the Scrips shall be in registered form or to bearer, provided that the bearer certificates have been deposited with the central institute or an intermediary as referred to in article 1 of the Act on securities transactions by giro. Only bearer certificates will be issued for the Scrips, together with a dividend sheet, not consisting of separate dividend coupons.”.

Amendment K

Article 49 is deleted. At the same time, article 50 is renumbered article 49 (new).

Amendment L

After article 49 (new), a new article is inserted, reading as follows:

Article 50

- 50.1 Pursuant to Section 2:82, subsection 4, of the Dutch Civil Code, bearer (sub)shares, including Scrips, that were not deposited with the central institute or an intermediary as referred to in article 1 of the Act on securities transactions by giro on one January two thousand twenty, have been converted into registered (sub)shares by operation of law as of that date. The rights attached to any such bearer (sub)shares, including Scrips, and to any bearer (sub)shares converted into registered (sub)shares in accordance with Article 46 or by any amendment to the articles of association, cannot be exercised until the bearer certificate for such (sub)share has been handed in to the Company.
- 50.2 Bearer (sub)shares, including Scrips, that have been converted into registered (sub)shares in accordance with Article 46, by amendment to the articles of association or by operation of law, for which the bearer certificates have not been handed in to the Company by thirty-one December two thousand twenty, will, according to Section 2:82, subsection 6, of the Dutch Civil Code, be acquired by the Company for no consideration. The Company shall be recorded as the holder of such (sub)shares in the share register.
- 50.3 Pursuant to Section 2:82, subsection 9, of the Dutch Civil Code, a shareholder who no later than five years after the acquisition as referred to in Article 50, paragraph 2, reports to the Company with a bearer certificate, is entitled to a replacement registered (sub)share of the Company. The Company holds the (sub)shares until this period has expired.
- 50.4 This Article 50 will expire on two January two thousand and twenty-six.”.

Amendment M

After article 50 (new), a new article is inserted, reading as follows:

Article 51

- 51.1 Whenever in these Articles of Association reference is made to any right or authority of the (meeting of) holders of ordinary B shares, this shall only apply in the situation that one or more ordinary B shares are issued and outstanding.
- 51.2 This Article 51, including its heading, will expire immediately after the issuance of one or more ordinary B shares or the conversion of one

or more ordinary shares into ordinary B shares. As per that same moment, Article 52 and any references to such article contained therein shall be renumbered accordingly.”.

Amendment N

A new Section XI will be included in the articles of association after Article 51 (new), which Section will read as follows:

“Section XI

Formula on the basis of Section 2:333h of the Dutch Civil Code

Article 52

52.1 For the purpose of this Article 52:

‘Unilever NV Exit Shares’ means the shares in the capital of the Company (including any shares that have been converted pursuant to Article 4, paragraph 3) for which, pursuant to Sections 2:333h and 2:333i of the Dutch Civil Code, compensation needs to be paid by the Company upon being requested thereto, unless it is resolved that Unilever PLC, as the acquiring company, shall pay such compensation, and further in accordance with the terms and conditions of the Merger Proposal;

‘Merger Proposal’ means the common draft terms of merger drawn up by the Board of Directors and the board of directors of Unilever PLC; and

‘Withdrawal Period’ means the period during which shareholders can file a request for compensation in accordance with Section 2:333h of the Dutch Civil Code.

52.2 If the Company merges with Unilever PLC in accordance with the Merger Proposal, the compensation per Unilever NV Exit Share shall be determined by the Board of Directors and the board of directors of Unilever PLC, acting jointly, in accordance with the following formula: X divided by Y, whereby:

‘X’ means the cash proceeds realised by Unilever PLC from an offering of a number of newly issued Unilever PLC shares (the ‘Cash Compensation Funding Shares’) equal to the total number of Unilever NV Exit Shares; and

‘Y’ means the total number of Unilever NV Exit Shares.

The offering of Cash Compensation Funding Shares shall take place, and the compensation shall be paid in accordance with the terms and conditions of the Merger Proposal.

52.3 In deviation of Article 52, paragraph 2, where the number of Unilever NV Exit Shares represents one per cent (1%) or less of the total issued and outstanding share capital of the Company at twenty-three hours and fifty-nine minutes (Central European Time) on the last day of the Withdrawal Period, the Board of Directors and the board of directors of PLC, acting jointly, shall determine the compensation on the basis of the volume weighted average price of one (1) ordinary share of three and one-ninth (3 1/9) pence in the capital of Unilever PLC traded on the London Stock Exchange for the five (5) trading day period prior to the merger taking effect between the Company and Unilever PLC in accordance with the Merger Proposal.”.

Finally, the person appearing has declared:

Issued capital

Upon the foregoing amendment of the articles of association taking effect, the issued capital of the Company amounts to [•] (EUR [•]), divided into [•].

Close

The person appearing is known to me, civil law notary.

This deed was executed in [•], the Netherlands, on the date first above written. Before reading out, a concise summary and an explanation of the contents of this deed were given to the person appearing. The person appearing then declared to have taken note of and to agree to the contents of this deed and not to want the deed to be read out in full. Thereupon, after limited reading, this deed was signed by the person appearing and by me, civil law notary.

Unilever N.V.

AKTE VAN STATUTENWIJZIGING

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AKTE VAN STATUTENWIJZIGING

(Unilever N.V.)

Op [•] tweeduizend twintig is voor mij, mr. Guido Marcel Portier, notaris te Amsterdam, verschenen:

[•].

De comparant heeft het volgende verklaard:

De algemene vergadering van **Unilever N.V.**, een naamloze vennootschap, met statutaire zetel te Rotterdam, en kantoorhoudende te Weena 455, 3013 AL Rotterdam, ingeschreven in het handelsregister onder nummer 24051830 (de "**Vennootschap**"), heeft op [•] tweeduizend twintig besloten de statuten van de Vennootschap partieel te wijzigen, alsmede om de comparant te machtigen deze akte te doen passeren. Van deze besluitvorming blijkt uit een uittreksel van de notulen van de algemene vergadering, welke (in kopie) aan deze akte is gehecht (Bijlage).

De statuten van de Vennootschap zijn laatstelijk gewijzigd bij akte op negen mei tweeduizend twaalf verleden voor mr. J.D.M. Schoonbrood, notaris te Amsterdam, welke akte is verbeterd bij proces-verbaal van verbetering op vijftwintig mei tweeduizend twaalf verleden voor voornoemde notaris mr. J.D.M. Schoonbrood.

Ter uitvoering van voormeld besluit tot statutenwijziging worden de statuten van de Vennootschap hierbij gewijzigd als volgt.

Wijziging A

Artikel 4.1 wordt gewijzigd en luidt voortaan als volgt:

“4.1 Het maatschappelijk kapitaal van de vennootschap bedraagt vijfhonderdachtennegentig miljoen achthonderdvijfentachtigduizend driehonderdachtien euro (EUR 598.885.318), verdeeld in:

- (i) vijfenzeventigduizend (75.000) zeven percents cumulatief-preferente aandelen van vierhonderdachtentwintig euro en zevenenvijftig eurocent (EUR 428,57) elk (de “7% cumprefs”);
- (ii) tweehonderdduizend (200.000) zes percents cumulatief-preferente aandelen van vierhonderdachtentwintig euro en zevenenvijftig eurocent (EUR 428,57) elk (de “6% cumprefs”);
- (iii) tweeduizend vierhonderd (2.400) gewone aandelen van vierhonderdachtentwintig euro en zevenenvijftig eurocent (428,57) elk;
- (iv) één miljard vijfhonderd miljoen (1.500.000.000) gewone aandelen van zestien eurocent (EUR 0,16) elk; en
- (v) één miljard vijfhonderd miljoen (1.500.000.000) gewone B aandelen van zestien eurocent (EUR 0,16) elk.”.

Wijziging B

Na artikel 4.2, wordt een nieuw artikel 4.3 ingevoegd, luidende als volgt:

“4.3 Met de schriftelijke goedkeuring van de houder van de betreffende gewone aandelen, kan de raad van bestuur besluiten om één of meer gewone aandelen van zestien eurocent (EUR 0,16) elk om te zetten in eenzelfde aantal gewone B aandelen. Een gewoon B aandeel kan worden omgezet in een gewoon aandeel van zestien eurocent (EUR 0,16) door middel van een besluit van de raad van bestuur. De omzetting wordt van kracht per het moment zoals aangegeven in het door de raad van bestuur genomen besluit. De raad van bestuur zal onverwijld een verklaring van de omzetting deponeren bij het handelsregister.”.

Wijziging C

Artikel 7.1, tweede zin wordt gewijzigd en luidt voortaan als volgt:

“De overige gewone aandelen zijn genummerd van 2.401 af en de gewone B aandelen zijn genummerd van B1 af, onverminderd hetgeen in artikel 9 en artikel 11 is bepaald respectievelijk ten aanzien van de nummering van aandeelbewijzen en boekingen in het aandelenregister.”.

Wijziging D

Artikel 27 wordt gewijzigd en luidt voortaan als volgt:

“Vergaderingen van houders van aandelen van een bepaalde soort

Artikel 27.

De bepalingen van de artikelen 28 tot en met 33 en 35, voor de algemene vergadering gegeven, zijn, voor zover niet anders is bepaald of uit de strekking van de bepaling voortvloeit, van overeenkomstige toepassing op de vergadering van alle houders van preferente aandelen, op de vergadering van houders van preferente aandelen van een bepaalde soort, op de vergadering van houders van gewone aandelen en op de vergadering van houders van gewone B aandelen, alsmede—onverminderd het bepaalde in artikel 36—op de vergadering

van de houders van de gewone aandelen van vierhonderdachtentwintig euro en zevenenvijftig eurocent (EUR 428,57), nummers 1 tot en met 2.400.”.

Wijziging E

Artikel 38.5 wordt gewijzigd en luidt voortaan als volgt:

“38.5 Het gedeelte van de winst dat resteert na toepassing van het bepaalde in de vorige leden wordt uitgekeerd aan de houders van gewone aandelen en gewone B aandelen in verhouding tot het nominaal bedrag van ieders bezit aan gewone aandelen en gewone B aandelen.”.

Wijziging F

Artikel 41.3 wordt gewijzigd en luidt voortaan als volgt:

“41.3 De raad van bestuur bepaalt van welk tijdstip af een uitkering verkrijgbaar is. Daarbij kunnen verschillende tijdstippen worden vastgesteld naar gelang het betreft de verschillende soorten gewone aandelen of de verschillende soorten preferente aandelen en naar gelang het betreft aandelen waarvoor een aandeelbewijs in omloop is, aandelen waarvoor een boeking als bedoeld in artikel 11 in het aandelenregister is gesteld of aandelen die deel uitmaken van een verzameldepot of het girodepot.”.

Wijziging G

Artikel 42.2 wordt gewijzigd en luidt voortaan als volgt:

“42.2 Indien een uitkering geschiedt in de vorm van gewone aandelen of gewone B aandelen in het kapitaal van de vennootschap, is de vennootschap gerechtigd aandelen die vijf jaren na de eerste dag waarop zij verkrijgbaar waren, door de rechthebbende niet zijn opgevorderd, voor diens rekening te gelde te maken. Het recht op de opbrengst vervalt—ten bate van de winst- en verliesrekening van de vennootschap—indien twintig jaren na de eerste dag waarop de aandelen verkrijgbaar waren, de opbrengst door de rechthebbende niet is geïnd.”.

Wijziging H

Artikel 44.1 wordt gewijzigd en luidt voortaan als volgt:

“44.1 Besluiten tot wijziging of beëindiging van de in artikel 2 bedoelde overeenkomst kunnen slechts worden genomen door de algemene vergadering op voorstel van de raad van bestuur. Zodanige besluiten behoeven de goedkeuring van de houders van gewone aandelen en de houders van gewone B aandelen, in beide gevallen bij meerderheidsbesluit gegeven op een vergadering van zodanige houders, waarop ten minste de helft van het geplaatste kapitaal van de betreffende soort aandelen van de vennootschap vertegenwoordigd is. Betreft het te nemen besluit een wijziging van die overeenkomst die de belangen van de houders van preferente aandelen ingevolge die overeenkomst zou schaden, dan wel de beëindiging van die overeenkomst, dan behoeft zodanig besluit tevens de goedkeuring van houders van preferente aandelen, gegeven met een meerderheid van ten minste drie vierden van de uitgebrachte stemmen op een vergadering van zodanige houders

waarop ten minste twee derden van het geplaatste preferente kapitaal van de vennootschap vertegenwoordigd is.

Wijziging I

Artikel 45.7 wordt gewijzigd en luidt voortaan als volgt:

“45.7 Hetgeen resteert na toepassing van het bepaalde in de leden 5 en 6 wordt aan de houders van gewone aandelen en gewone B aandelen uitgekeerd in verhouding tot het nominaal bedrag van ieders bezit aan gewone aandelen en gewone B aandelen.”.

Wijziging J

Artikel 46.3 wordt gewijzigd en luidt voortaan als volgt:

“46.3 Met inachtneming van artikel 50, luiden Scrips op naam of aan toonder, met dien verstande dat de bewijzen aan toonder in bewaring zijn gegeven bij het centraal instituut of een intermediair als bedoeld in artikel 1 van de Wet giraal effectenverkeer. Voor de Scrips worden uitsluitend bewijzen aan toonder uitgegeven, voorzien van een dividendstuk, niet samengesteld uit afzonderlijke dividendbewijzen.”.

Wijziging K

Artikel 49 vervalt. Tegelijkertijd wordt artikel 50 vernummerd tot artikel 49 (nieuw).

Wijziging L

Na artikel 49 (nieuw), wordt een nieuw artikel ingevoegd, luidende als volgt:

Artikel 50

- 50.1 Op grond van artikel 2:82 lid 4 van het Burgerlijk Wetboek, zijn (onder)aandelen aan toonder, waaronder Scrips, die op één januari tweeduizendtweintig niet in bewaring zijn gegeven bij het centraal instituut of een intermediair als bedoeld in artikel 1 van de Wet giraal effectenverkeer, op die datum van rechtswege omgezet in (onder)aandelen op naam. De rechten verbonden aan dergelijke (onder)aandelen aan toonder, waaronder Scrips, en aan enige (onder)aandelen aan toonder die zijn omgezet in (onder)aandelen op naam overeenkomstig artikel 46 of bij enige statutenwijziging, kunnen niet worden uitgeoefend totdat het bewijs aan toonder van dergelijk (onder)aandeel bij de vennootschap is ingeleverd.
- 50.2 (Onder)aandelen aan toonder, waaronder Scrips, die zijn omgezet in (onder)aandelen op naam overeenkomstig artikel 46, bij statutenwijziging of van rechtswege, waarvan de bewijzen aan toonder op éénendertig december tweeduizendtweintig niet in bewaring zijn gegeven bij de vennootschap, zullen om niet door de vennootschap worden verkregen, overeenkomstig artikel 2:82 lid 6 van het Burgerlijk Wetboek. De vennootschap wordt geregistreerd als de houder van die (onder)aandelen in het aandelenregister.
- 50.3 Op grond van artikel 2:82 lid 9 van het Burgerlijk Wetboek, heeft een aandeelhouder die zich, uiterlijk vijf jaar na de verkrijging als bedoeld in artikel 50 lid 2 meldt bij de vennootschap met een bewijs aan toonder, recht op een vervangend (onder)aandeel op naam van de

vennootschap. De vennootschap houdt de (onder)aandelen totdat deze periode is verstreken.

50.4 Dit artikel 50 vervalt op twee januari tweeduizendzesentwintig.”.

Wijziging M

Na artikel 50 (nieuw), wordt een nieuw artikel ingevoegd, luidende als volgt:

“Artikel 51

51.1 Waar in deze statuten wordt verwezen naar een recht of bevoegdheid van de (vergadering van) houders van gewone B aandelen, is dit alleen van toepassing in de situatie dat één of meer gewone B aandelen zijn uitgegeven en uitstaan.

51.2 Dit artikel 51, inclusief opschrift, vervalt onmiddellijk na de uitgifte van één of meer gewone B aandelen of de omzetting van één of meer gewone aandelen in gewone B aandelen. Per datzelfde moment, wordt artikel 52, en worden enige verwijzingen naar dat artikel daarin, overeenkomstig vernummerd.”.

Wijziging N

Een nieuw hoofdstuk XI wordt opgenomen in de statuten volgend op artikel 51 (nieuw), welk hoofdstuk luidt als volgt:

“Hoofdstuk XI

Maatstaf op grond van artikel 2:333h van het Burgerlijk Wetboek

Artikel 52

52.1 Voor de toepassing van dit artikel 52:

‘Unilever NV Exit Aandelen’ betekent de aandelen in het kapitaal van de vennootschap (inclusief aandelen die zijn omgezet ingevolge artikel 4 lid 3) waarvoor ingevolge de artikelen 2:333h en 2:333i van het Burgerlijk Wetboek een schadeloosstelling moet worden betaald door de vennootschap nadat daartoe een verzoek is gedaan, tenzij is besloten dat Unilever PLC, als de verkrijgende vennootschap, dergelijke schadeloosstelling zal betalen, en voorts overeenkomstig de voorwaarden van het Fusievoorstel;

‘Fusievoorstel’ betekent het gemeenschappelijke fusievoorstel (*common draft terms of merger*) opgemaakt door de raad van bestuur en de “board of directors” van Unilever PLC; en

‘Uittreedtermijn’ betekent de periode waarin aandeelhouders een verzoek kunnen indienen tot schadeloosstelling overeenkomstig artikel 2:333h van het Burgerlijk Wetboek.

52.2 Indien de vennootschap fuseert met Unilever PLC overeenkomstig het Fusievoorstel, zal de schadeloosstelling per Unilever NV Exit Aandeel worden vastgesteld door de raad van bestuur en de “board of directors” van Unilever PLC, gezamenlijk handelend, overeenkomstig de volgende formule: X gedeeld door Y, waarbij:

‘X’ betekent de door Unilever PLC gerealiseerde contante opbrengst van een aanbieding van een aantal nieuw uitgegeven Unilever PLC

aandelen (de 'Schadeloosstelling Financieringsaandelen') gelijk aan het totale aantal Unilever NV Exit Aandelen; en

'Y' betekent het totale aantal Unilever NV Exit Aandelen.

De aanbieding van Schadeloosstelling Financieringsaandelen zal plaatsvinden, en de schadeloosstelling zal worden uitbetaald, overeenkomstig de voorwaarden van het Fusievoorstel.

52.3 In afwijking van artikel 52 lid 2, indien het aantal Unilever NV Exit Aandelen één procent (1%) of minder vertegenwoordigt van het totale geplaatste en uitstaande kapitaal van de vennootschap om drieëntwintig uur en negenenvijftig minuten (Midden-Europese Tijd) op de laatste dag van de Uittreedtermijn, bepalen de raad van bestuur en de "board of directors" van Unilever PLC, gezamenlijk handelend, de schadeloosstelling op basis van de volume gewogen gemiddelde prijs (*volume weighted average price*) van één (1) gewoon aandeel van drie en één/negende ($3 \frac{1}{9}$) pence in het kapitaal van Unilever PLC verhandeld op de *London Stock Exchange* gedurende een periode van vijf (5) handelsdagen voorafgaand aan het van kracht worden van de fusie tussen de vennootschap en Unilever PLC overeenkomstig het Fusievoorstel."

Ten slotte heeft de comparant verklaard:

Geplaatst kapitaal

Met het van kracht worden van bovenstaande statutenwijziging bedraagt het geplaatste kapitaal van de Vennootschap [•] euro (EUR [•]), verdeeld in [•].

Slot

De comparant is mij, notaris, bekend.

Waarvan akte, verleden te [•] op de datum in het hoofd van deze akte vermeld. Alvorens tot voorlezing is overgegaan is de inhoud van deze akte zakelijk aan de comparant opgegeven en toegelicht. De comparant heeft daarna verklaard van de inhoud van deze akte te hebben kennisgenomen, daarmee in te stemmen en op volledige voorlezing daarvan geen prijs te stellen. Onmiddellijk na beperkte voorlezing van deze akte is zij door de comparant en mij, notaris, ondertekend.