

Wachovia Bank, National Association

U.S. Bank National Association

NMSBL

November 19, 2007

Unilever United States, Inc.
Attn: Mr. Scott R. Spoerl Sr., Attorney - Environmental & Safety
700 Sylvan Avenue, B3002
Englewood Cliffs, NJ 07632

29-30984-01
03036785

Re: Standby Trust Agreement dated November 10, 2004 (the "Standby Trust Agreement") for Conopco, Inc. Standby Trust 2004

Dear Mr. Spoerl:

On December 30, 2005 Wachovia Bank, National Association ("Wachovia") sold substantially all of the assets in its corporate trust business to U.S. Bank National Association, a national banking association ("U.S. Bank"). In connection with the sale, Wachovia desires to resign as Trustee under the Standby Trust Agreement and U.S. Bank desires to be appointed as the successor Trustee and assume all duties, obligations and responsibilities of the Trustee under the Standby Trust Agreement. The enclosed Resignation and Appointment Agreement provides for U.S. Bank, Wachovia, and the Unilever United States, Inc. to agree to such resignation and appointment.

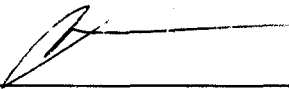
If amenable, kindly arrange for Unilever United States, Inc. to execute the Resignation and Appointment Agreement, in the space provided, in triplicate, and return two original copies to U.S. Bank in the enclosed envelope addressed to U.S. Bank Corporate Trust Services, Attn: Denlin, PO Box 960778, Boston MA 02196-0778. You may retain the other copy for your files.


If you have any questions or comments concerning this matter, please contact John Correia, your Account Manager at 617-603-6566.

Wachovia has appreciated the opportunity to serve you and U.S. Bank looks forward to working with you in the future.

WACHOVIA BANK, NATIONAL ASSOCIATION

U.S. BANK NATIONAL ASSOCIATION

By: 
Mary M. McCracken, Vice President

By: 
Bryan Calder, President, Corporate Trust Services

Enclosure:
Resignation & Appointment Agreement

cc:
U.S. Nuclear Regulatory Commission

Rec'd in LAT
12/6/07

141390

RESIGNATION, APPOINTMENT AND ACCEPTANCE AGREEMENT

Under Standby Trust Agreement dated November 10, 2004 between Unilever United States, Inc. and Wachovia Bank, National Association (the "Standby Trust Agreement")

THIS AGREEMENT, dated as of November 19, 2007, among Wachovia Bank, National Association, a national banking association ("Wachovia"), U.S. Bank National Association, a national banking association ("U.S. Bank"), Unilever United States, Inc. (the "Grantor") and U.S. Nuclear Regulatory Commission (the "NRC").

WITNESSETH:

A. Wachovia currently serves as Trustee (the "Trustee") and performs the services and functions as such, subject to the terms and conditions therein.

B. The Grantor with the consent of the NRC desires to appoint U.S. Bank as successor Trustee and Wachovia desires to assign and transfer to U.S. Bank, and U.S. Bank desires to accept and perform the services, functions and duties of the Trustee under the Standby Trust Agreement.

NOW THEREFORE, the parties hereto in consideration of the covenants and undertakings made herein agree as follows:

1. Capitalized terms used but not defined herein shall have the respective meanings established for such terms under the Standby Trust Agreement.

2. Wachovia hereby resigns as Trustee effective as of the date of this Agreement, and assigns and transfers to U.S. Bank all of Wachovia's rights, claims and obligations under the Standby Trust Agreement including without limitation, the performance of all services and functions thereunder, and all payment records maintained as Trustee as and when appointed hereby.

3. From and after the date hereof, Wachovia shall have no rights, claims or obligations under the Standby Trust Agreement as Trustee; provided, however, that Wachovia shall remain responsible to the Grantor and securities holders under the Standby Trust Agreement for Wachovia's actions and omissions in performance of the services, functions and duties of Trustee prior to the effective date hereof.

4. The Grantor with the consent of the NRC hereby appoints U.S. Bank as successor Trustee effective immediately.

5. U.S. Bank hereby accepts the foregoing appointment and fully assumes, effective as of the date hereof, the rights, claims and obligations of Trustee and agrees to perform the services and functions of the Trustee, under the Standby Trust Agreement as expressly provided therein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered on its behalf as of the date first written above.

UNILEVER UNITED STATES, INC.

By: _____

(Please print name and title)

U.S. BANK NATIONAL ASSOCIATION

By:  _____

WACHOVIA BANK, NATIONAL ASSOCIATION

By:  _____

Mary M. McCracken, Vice President

Bryan Calder, President, Corporate Trust Services

CONSENT

The undersigned as the NRC hereby consents to the foregoing appointment and acceptance of U.S. Bank as successor Trustee under the Standby Trust Agreement.

U.S. Nuclear Regulatory Commission

By _____
Its _____

Date: _____