

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1993

KIMBERLY-CLARK CORPORATION
(Exact name of registrant as specified in its charter)

DELAWARE
(State of incorporation)

39-0394230
(I.R.S. Employer Identification No.)

P.O. BOX 619100
DALLAS, TEXAS 75261-9100
(214) 830-1200
(Address, including zip code, and telephone number,
including area code, of registrant's principal executive offices)

O. GEORGE EVERBACH
SENIOR VICE PRESIDENT --
LAW AND GOVERNMENT AFFAIRS
KIMBERLY-CLARK CORPORATION
P.O. BOX 619100
DALLAS, TEXAS 75261-9100
(214) 830-1200
(Name, address, including zip code, and telephone number,
including area code, of agent for service)

COPY TO:
ROBERT E. BUCKHOLZ, JR.
SULLIVAN & CROMWELL
125 BROAD STREET
NEW YORK, NEW YORK 10004

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:
FROM TIME TO TIME AFTER THE EFFECTIVE DATE OF THIS REGISTRATION STATEMENT.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. / /

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, please check the following box. /X/

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)	AMOUNT OF REGISTRATION FEE
Debt Securities.....	\$200,000,000	100%	\$200,000,000	\$68,966

(1) Estimated solely for the purpose of determining the registration fee.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

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INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

KIMBERLY-CLARK CORPORATION LOGO

DEBT SECURITIES

Kimberly-Clark Corporation (the "Corporation") from time to time may offer and sell debt securities consisting of debentures, notes and/or other unsecured evidences of indebtedness in one or more series not to exceed \$200,000,000 in aggregate principal amount (the "Debt Securities") denominated in United States dollars or any other currency. The Debt Securities may be offered as separate series in amounts, at prices and on terms to be determined at the time of sale. The accompanying Prospectus Supplement (the "Prospectus Supplement") sets forth with regard to the series of Debt Securities in respect of which this Prospectus is being delivered (the "Offered Debt Securities") the title, aggregate principal amount, denominations, maturity, interest rate, if any (which may be fixed or variable), time of payment of any interest, any terms for redemption at the option of the Corporation or the holder, any terms for sinking fund payments, any listing on a securities exchange and the initial public offering price and other terms in connection with the offering and sale of such Offered Debt Securities.

The Corporation may sell Debt Securities to or through underwriters or dealers, and also may sell Debt Securities directly or indirectly to other purchasers or through agents. Such underwriters may include Goldman, Sachs & Co. and Salomon Brothers Inc, or may be a group of underwriters represented by firms including one or more of such firms. Such firms may also act as agents. The Prospectus Supplement sets forth the names of any underwriters or agents involved in the sale of the Offered Debt Securities in respect of which this Prospectus is being delivered, the principal amounts, if any, to be purchased by underwriters and the compensation, if any, of such underwriters or agents and any applicable commissions or discounts.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DATE OF THIS PROSPECTUS IS , 1994.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CORPORATION OR ANY AGENT, UNDERWRITER OR DEALER. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES TO WHICH IT RELATES OR ANY OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCE, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CORPORATION SINCE THE DATE HEREOF OR THAT INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

AVAILABLE INFORMATION

The Corporation is subject to the informational requirements of the Securities Exchange Act of 1934 (the "Exchange Act") and in accordance therewith files reports and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy and information statements and other information filed by the Corporation can be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the following Regional Offices of the Commission: Room 3190, Suite 1400, 500 West Madison Street, Chicago, Illinois 60661-2511; and 13th Floor, 7 World Trade Center, New York, New York 10048. Copies of such material can be obtained at prescribed rates from the Public Reference Section of the Commission, 450 Fifth Street, N.W., Washington, D.C. 20549. Such reports, proxy and information statements and other information concerning the Corporation can also be inspected at the offices of the New York Stock Exchange, the Chicago Stock Exchange, and the Pacific Stock Exchange, on which certain of the Corporation's securities are listed.

The Corporation has filed with the Commission a registration statement on Form S-3 (herein, together with all amendments and exhibits, referred to as the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"). This Prospectus does not contain all of the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission. For further information, reference is hereby made to the Registration Statement.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents heretofore filed with the Commission by the Corporation under the Exchange Act are incorporated herein by reference:

(a) the Corporation's Annual Report on Form 10-K for the year ended December 31, 1993, including those portions of the Corporation's annual report to its stockholders for the year ended December 31, 1993 and the Corporation's 1994 proxy statement incorporated by reference in such Annual Report on Form 10-K;

(b) the Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 1994; and

(c) the Corporation's Current Reports on Form 8-K dated February 17, 1994 and February 18, 1994.

All documents filed by the Corporation pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Prospectus and prior to the termination of the offering of the Debt Securities shall be deemed to be incorporated in this Prospectus by reference and to be a part hereof from the date of filing of such documents.

Any statement contained herein, in the Prospectus Supplement or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of the Registration Statement and this Prospectus to the extent that a statement contained herein, in the Prospectus Supplement or in any subsequently filed document which also is or is

deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of the Registration Statement or this Prospectus.

THE CORPORATION WILL PROVIDE WITHOUT CHARGE TO EACH PERSON, INCLUDING ANY BENEFICIAL OWNER, TO WHOM A COPY OF THIS PROSPECTUS HAS BEEN DELIVERED, UPON THE WRITTEN OR ORAL REQUEST OF SUCH PERSON, A COPY OF ANY OR ALL OF THE INFORMATION REFERRED TO ABOVE WHICH HAS BEEN OR MAY BE INCORPORATED IN THIS PROSPECTUS BY REFERENCE (NOT INCLUDING EXHIBITS TO THE INFORMATION THAT IS INCORPORATED BY REFERENCE UNLESS SUCH EXHIBITS ARE SPECIFICALLY INCORPORATED BY REFERENCE INTO THE INFORMATION THAT THE PROSPECTUS INCORPORATES). WRITTEN REQUESTS OR REQUESTS BY TELEPHONE FOR SUCH COPIES SHOULD BE DIRECTED TO DONALD M. CROOK, SECRETARY, KIMBERLY-CLARK CORPORATION, P.O. BOX 619100, DALLAS, TEXAS 75261-9100 (TELEPHONE 214-830-1200).

A COPY OF ANY OR ALL OF THE DOCUMENTS INCORPORATED IN THIS PROSPECTUS BY REFERENCE (NOT INCLUDING EXHIBITS TO THE INFORMATION THAT IS INCORPORATED BY REFERENCE UNLESS SUCH EXHIBITS ARE SPECIFICALLY INCORPORATED BY REFERENCE INTO THE INFORMATION THAT THE PROSPECTUS INCORPORATES), MAY ALSO BE OBTAINED BY WRITTEN REQUEST TO: GOLDMAN, SACHS & CO., 85 BROAD STREET, NEW YORK, NEW YORK 10004, ATTENTION: REGISTRATION DEPARTMENT; OR TO SALOMON BROTHERS INC, SEVEN WORLD TRADE CENTER, NEW YORK, NEW YORK 10048, ATTENTION: REGISTRATION DEPARTMENT.

THE CORPORATION

Kimberly-Clark is principally engaged in the manufacturing and marketing throughout the world of a wide range of products for personal, business and industrial uses. Most of these products are made from natural and synthetic fibers using advanced technologies in absorbency, fibers and nonwovens. For reporting purposes, the Corporation's products and services are segmented into three classes.

Class I includes tissue products for household, commercial, institutional and industrial uses; infant, child, feminine and incontinence care products; industrial and commercial wipers; health care products; and related products. Class II includes newsprint, printing papers, premium business and correspondence papers, tobacco industry papers and products, technical papers, and related products. Class III includes aircraft services, commercial air transportation and other products and services.

The Corporation's products are sold under a variety of well-known brand names including Kleenex, Huggies, Pull-Ups, Kotex, New Freedom, Lightdays, Depend, Poise, Hi-Dri, Delsey, Kimguard, Kimwipes and Classic.

Kimberly-Clark Corporation was incorporated in Delaware in 1928 as a successor to a business established in 1872, and the mailing address of its principal executive offices is P.O. Box 619100, Dallas, Texas 75261-9100 (telephone 214-830-1200).

RATIO OF EARNINGS TO FIXED CHARGES

The ratio of earnings to fixed charges for the years ended December 31, 1993, 1992, 1991, 1990 and 1989 was 5.75, 4.43, 6.06, 6.03 and 7.16, respectively, and for the three months ended March 31, 1994 and 1993 was 5.62 and 5.24, respectively.

USE OF PROCEEDS

The net proceeds received by the Corporation from the sale of the Debt Securities will be used for general corporate purposes. These purposes may include: reduction of its existing indebtedness; working capital; capital expenditures; investments in subsidiaries and equity companies; the purchase of shares of the Corporation's stock; and possible future acquisitions. Pending use for these purposes, such proceeds will be invested in short-term securities.

DESCRIPTION OF DEBT SECURITIES

The following description of the terms of the Debt Securities sets forth certain general terms and provisions of the Debt Securities to which any Prospectus Supplement may relate. The particular terms of the Offered Debt Securities and the extent, if any, to which such general provisions may not apply thereto will be described in the Prospectus Supplement relating to such Offered Debt Securities.

The Debt Securities are to be issued under a First Amended and Restated Indenture, dated as of March 1, 1988 between the Corporation and Bank of America National Trust and Savings Association, as successor Trustee (the "Trustee"), as amended by the First Supplemental Indenture, dated as of November 6, 1992, and the Second Supplemental Indenture, dated as of May 25, 1994, between the Corporation and the Trustee (the "Indenture"). The following summaries of certain provisions of the Debt Securities and the Indenture do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of the Indenture, including the definitions therein of certain terms. Whenever particular provisions or defined terms in the Indenture are referred to herein, such provisions or defined terms are incorporated by reference herein. Section references used herein are references to the Indenture and certain defined terms in the Indenture are capitalized herein.

GENERAL

The Debt Securities will be unsecured obligations of the Corporation and will rank on a parity with all other currently outstanding unsecured and unsubordinated indebtedness of the Corporation. The Indenture does not limit the aggregate principal amount of the Debt Securities or of any particular series of Offered Debt Securities and provides that Debt Securities may be issued thereunder from time to time in one or more series.

Reference is made to the Prospectus Supplement relating to the particular series of Offered Debt Securities offered thereby for the following terms thereof: (1) the title of the Offered Debt Securities; (2) any limit on the aggregate principal amount of the Offered Debt Securities; (3) the initial offering price or prices (expressed as a percentage of the aggregate principal amount thereof) at which the Offered Debt Securities will be sold; (4) the date or dates on which the principal of the Offered Debt Securities will be payable; (5) the rate or rates (which may be fixed or variable) per annum at which the Offered Debt Securities will bear interest, if any, and the date from which such interest, if any, will accrue; (6) the date or dates on which such interest, if any, will be payable and the Regular Record Dates for such Interest Payment Dates; (7) the obligation, if any, of the Corporation to redeem or purchase the Offered Debt Securities pursuant to any sinking fund or analogous provisions or at the option of a Holder, and the periods within, the prices at, and the terms and conditions upon which the Offered Debt Securities shall be redeemed or purchased; (8) the date or dates, if any, after which and the price or prices at which the Offered Debt Securities may, pursuant to any optional redemption provisions, be redeemed at the option of the Corporation or of the holder thereof and other detailed terms and provisions of any such optional redemption; (9) if other than the principal amount thereof, the portion of the principal amount of the Offered Debt Securities which shall be payable upon declaration of acceleration of the maturity thereof; (10) the currency of payment of principal of (and premium, if any) and/or interest on the Offered Debt Securities; (11) any index used to determine the amounts of payments of principal of (and premium, if any) and/or interest on the Offered Debt Securities; (12) the right of the Corporation to defease the Offered Debt Securities or certain restrictive covenants and certain Events of Default under the Indenture; (13) any issuance of the Offered Debt Securities in the form of one or more Global Securities and, in such case, the Depositary therefor; and (14) any Events of Default or other terms relating to the Offered Debt Securities in addition to those described herein. (Section 301)

Unless otherwise indicated in the Prospectus Supplement relating thereto, principal of and any premium and interest on the Offered Debt Securities will be payable, and the Offered Debt Securities will be exchangeable and transfers thereof will be registrable, at the office of the Trustee at 701 S. Western Avenue, Glendale, California 91201, or at the office of BankAmerica National Trust

Company, 1 World Trade Center, 18th Floor, New York, New York 10048-1191, provided that, at the option of the Corporation, payment of any interest may be made by check mailed via first-class mail to the address of the Person entitled thereto as it appears in the Security Register. (Sections 301, 305 and 1002)

Unless otherwise indicated in the Prospectus Supplement relating thereto, the Offered Debt Securities will be issued only in fully registered form without coupons in denominations of \$1,000 or any integral multiple thereof, and no service charge will be made for any transfer or exchange of such Offered Debt Securities, but the Corporation may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. (Sections 302 and 305)

Debt Securities may be issued under the Indenture as Original Issue Discount Securities to be offered and sold at a substantial discount from the principal amount thereof. Special Federal income tax, accounting and other considerations applicable thereto will be described under "Original Issue Discount -- Factors to Consider" in the Prospectus Supplement relating to any such Original Issue Discount Securities.

Unless otherwise indicated in the Prospectus Supplement relating thereto, the covenants contained in the Indenture and the Offered Debt Securities would not necessarily afford Holders of the Offered Debt Securities protection in the event of a highly leveraged or other transaction involving the Corporation which may adversely affect the Holders of the Offered Debt Securities.

RESTRICTIVE COVENANTS

LIENS. The Corporation covenants that it will not, and will not permit any Restricted Subsidiary to, issue, assume or guarantee any indebtedness for borrowed money (hereafter called "indebtedness") secured by a mortgage, security interest, pledge or lien (hereafter called "mortgage") of or upon any Principal Property, or any shares of capital stock or indebtedness of any Restricted Subsidiary, whether owned at the date of the Indenture or thereafter acquired, without effectively providing that the Debt Securities (together with, if the Corporation shall so determine, any other indebtedness issued, assumed or guaranteed by the Corporation or any Restricted Subsidiary and then existing or thereafter created) shall be secured by such mortgage equally and ratably with (or, at the option of the Corporation, prior to) such indebtedness. The foregoing restrictions, however, shall not apply to (a) mortgages of or upon any property acquired, constructed or improved by, or of or upon any shares of capital stock or indebtedness acquired by, the Corporation or any Restricted Subsidiary after the date of the Indenture to secure indebtedness incurred for the purpose of financing all or any part of the purchase price of any property, shares of capital stock or indebtedness or of the cost of any construction or improvements on such property, which indebtedness is incurred prior to or within 360 days after such acquisition, completion of such construction or the commencement of the commercial operation of such property; (b) mortgages of or upon any property, shares of capital stock or indebtedness existing at the time of acquisition thereof by the Corporation or any Restricted Subsidiary; (c) mortgages of or upon property of a corporation existing at the time such corporation is merged with or into or consolidated with the Corporation or any Restricted Subsidiary or at the time of a sale or transfer of the properties of a corporation as an entirety or substantially as an entirety to the Corporation or any Restricted Subsidiary; (d) mortgages of or upon any property of, or shares of capital stock or indebtedness of, any corporation existing at the time such corporation becomes a Restricted Subsidiary; (e) mortgages to secure indebtedness of any Restricted Subsidiary to the Corporation or another Restricted Subsidiary or to secure indebtedness of the Corporation to any Restricted Subsidiary; (f) mortgages in favor of governmental bodies to secure advance or progress payments pursuant to any contract or statute or to secure indebtedness incurred or guaranteed to finance or refinance all or any part of the purchase price of the property, shares of capital stock or indebtedness subject to, or the cost of constructing or improving the property subject to, such mortgages; and (g) extensions, renewals or replacements of any mortgage existing on the date of this Indenture or any mortgage referred to in the foregoing clauses (a) through (f), inclusive. (Section 1004) For additional information as to mortgages on property, see "Defeasance and Covenant Defeasance" herein.

Notwithstanding the restrictions outlined above, the Corporation or any Restricted Subsidiary may, without equally and ratably securing the Debt Securities, issue, assume or guarantee indebtedness secured by a mortgage not excepted under clauses (a) through (g) above, if the aggregate amount of such indebtedness, together with all other indebtedness secured by mortgages not so excepted and the Attributable Debt existing in respect of Sale and Lease-Back Transactions (other than Sale and Lease-Back Transactions in respect of which amounts equal to the Attributable Debt relating to the transactions shall have been applied, within 360 days after the effective date of the arrangement, to the prepayment or retirement (other than any mandatory prepayment or retirement) of long-term indebtedness and Sale and Lease-Back Transactions in which the property involved would have been permitted to be mortgaged under clause (a) or (f) above), does not at the time exceed 5% of Consolidated Net Tangible Assets. (Section 1004)

The sale, mortgage or other transfer of timber in connection with an arrangement under which the Corporation or any Restricted Subsidiary is obligated to cut such timber or a portion thereof in order to provide the transferee with a specified amount of money however determined shall not be deemed to create indebtedness secured by a mortgage or to constitute a mortgage securing any indebtedness or to constitute a Sale and Lease-Back Transaction. (Section 1004)

SALES AND LEASE-BACKS. Sale and Lease-Back Transactions by the Corporation or any Restricted Subsidiary of any Principal Property are prohibited unless (i) the Corporation or such Restricted Subsidiary would be entitled, without equally and ratably securing the Debt Securities, to incur indebtedness secured by a mortgage on the property to be leased pursuant to clause (a) or (f) under the subsection LIENS above, or (ii) the Corporation or such Restricted Subsidiary would be entitled, without equally and ratably securing the Debt Securities, to incur indebtedness secured by a mortgage on such property in an amount at least equal to the Attributable Debt in respect of the Sale and Lease-Back Transaction, or (iii) the Corporation shall apply, within 360 days after the effective date of the arrangement, an amount equal to the Attributable Debt in respect of the transaction to the prepayment or retirement (other than any mandatory prepayment or retirement) of long-term indebtedness of the Corporation or any Restricted Subsidiary. (Section 1005) For additional information as to Sale and Lease-Back Transactions, see "Defeasance and Covenant Defeasance" herein.

DEFINITIONS. "Attributable Debt" in respect of a Sale and Lease-Back Transaction means, as of any particular time, the present value (discounted at the rate of interest implicit in the lease involved in such Sale and Lease-Back Transaction, as determined in good faith by the Corporation) of the obligation of the lessee thereunder for rental payments (excluding, however, any amounts required to be paid by such lessee, whether or not designated as rent or additional rent, on account of maintenance and repairs, insurance, taxes, assessments, water rates or similar charges or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, insurance, taxes, assessments, water rates or similar charges) during the remaining term of such lease (including any period for which such lease has been extended or may, at the option of the lessor, be extended). (Section 101)

"Consolidated Net Tangible Assets" means, as of any particular time, the total amount of assets (less applicable reserves) after deducting therefrom (a) all current liabilities (excluding any thereof which are by their terms extendible or renewable at the option of the obligor thereon to a time more than 12 months after the time as of which the amount thereof is being computed and excluding current maturities of long-term indebtedness), and (b) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangible assets, all shown in the audited consolidated balance sheet of the Corporation and subsidiaries contained in the Corporation's then most recent annual report to stockholders, except that assets shall include an amount equal to the Attributable Debt in respect of any Sale and Lease-Back Transaction not capitalized on such balance sheet. (Section 101)

"Principal Property" means any mill, manufacturing plant, manufacturing facility or Timberland, located within the United States of America, having a gross book value in excess of 1% of

Consolidated Net Tangible Assets at the time of determination thereof and owned by the Corporation or any Restricted Subsidiary, in each case other than (1) any such mill, plant, facility or Timberland which, in the opinion of the Board of Directors of the Corporation, is not of material importance to the total business conducted by the Corporation and its Restricted Subsidiaries taken as a whole, (2) any portion of such a mill, plant, facility or Timberland similarly found not to be of material importance to the use or operation thereof or (3) any ores, metals, fossils, elements, gases, oil, minerals, geothermal resources and rights thereto and any plant or facility used for the extraction or processing thereof. (Section 101)

"Restricted Subsidiary" means any Subsidiary (a) substantially all of the property of which is located, or substantially all of the business of which is carried on, within the United States of America (other than its territories or possessions and other than Puerto Rico) and (b) which owns a Principal Property; provided however that any Subsidiary which is principally engaged in financing operations outside the United States of America or which is principally engaged in leasing or in financing instalment receivables shall not be a Restricted Subsidiary. (Section 101)

"Sale and Lease-Back Transaction" means any arrangement with any Person providing for the leasing by the Corporation or any Restricted Subsidiary of any Principal Property, whether owned at the date of the Indenture or thereafter acquired (except for temporary leases for a term, including any renewal thereof, of not more than three years and except for leases between the Corporation and any Restricted Subsidiary, between any Restricted Subsidiary and the Corporation or between Restricted Subsidiaries), which property has been or is to be sold or transferred by the Corporation or such Restricted Subsidiary to such Person with the intention of taking back a lease of such property. (Section 101)

"Subsidiary" means any corporation more than 50% of the outstanding voting stock of which is at the time owned, directly or indirectly, by the Corporation and/or one or more of its other Subsidiaries. (Section 101)

"Timberland" means any real property owned by the Corporation or any Restricted Subsidiary which contains standing timber which is (or upon completion of a growth cycle then in process is expected to become) of a commercial quantity and of merchantable quality, excluding, however, any such real property which at the time of determination is designated by the Board of Directors of the Corporation as being held primarily for development or sale, rather than primarily for the production of timber. (Section 101)

Reference is made to the Prospectus Supplement relating to each series of Offered Debt Securities for the particular provisions relating to such Offered Debt Securities, including any additional restrictive covenants that may be included in the terms thereof.

CONSOLIDATIONS, MERGERS AND SALES OF ASSETS BY THE CORPORATION

Nothing in the Indenture or in any of the Debt Securities shall prevent any consolidation of the Corporation with or merger of the Corporation into any other corporation or shall prevent any sale or transfer of all or substantially all of the property and assets of the Corporation to any other corporation; provided, however, and the Corporation covenants and agrees, that any such consolidation, merger, sale or transfer shall be upon the condition that the due and punctual payment of the principal of, and premium, if any, and interest on, all the Debt Securities according to their tenor, and the due and punctual performance and observance of all the terms, covenants and conditions of the Indenture to be kept or performed by the Corporation shall, by an indenture supplemental to the Indenture, executed and delivered to the Trustee, be assumed by the corporation formed by such consolidation or into which the Corporation shall have merged, or the corporation which shall have acquired by sale or transfer all or substantially all of the property and assets of the Corporation. (Section 801)

If, upon any such consolidation or merger, or upon any such sale or transfer, any Principal Property of the Corporation or of any Restricted Subsidiary or any shares of capital stock or indebtedness of any Restricted Subsidiary, owned immediately prior thereto, would thereupon become subject

to any mortgage, security interest, pledge or lien securing any indebtedness for borrowed money of, or guaranteed by, such other corporation (other than any mortgage, security interest, pledge or lien permitted as described in the first two paragraphs under "LIENS" above), the Corporation, prior to such consolidation, merger, sale or transfer, will by indenture supplemental to the Indenture secure the due and punctual payment of the principal of, and premium, if any, and interest on the Debt Securities (together with, if the Corporation shall so determine, any other indebtedness of, or guaranteed by, the Corporation or any Restricted Subsidiary and then existing or thereafter created) equally and ratably with (or, at the option of the Corporation, prior to) the indebtedness secured by such mortgage, security interest, pledge or lien. (Section 802) For additional information as to liens on property in certain events, see "Defeasance and Covenant Defeasance" herein.

EVENTS OF DEFAULT

The following will be Events of Default under the Indenture with respect to Debt Securities of any series: (a) default in payment of principal of or premium, if any, on any Debt Security of that series when due; (b) default in payment of any interest on any Debt Security of that series when due, continued for 30 days; (c) default in the deposit of any sinking fund payment, when due, in respect of any Debt Security of that series; (d) default in the performance of any other covenant of the Corporation in the Indenture (other than a covenant included in the Indenture solely for the benefit of series of Debt Securities other than that series), continued for 90 days after written notice as provided in the Indenture; (e) certain events in bankruptcy, insolvency or reorganization; and (f) any other Event of Default provided with respect to Debt Securities of that series. No Event of Default with respect to a particular series of Debt Securities issued under the Indenture (except as to such events in bankruptcy, insolvency or reorganization) necessarily constitutes an Event of Default with respect to any other series of Debt Securities issued thereunder. (Section 501)

If an Event of Default with respect to Debt Securities of any series at the time Outstanding shall occur and be continuing, then and in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Debt Securities of that series may, by a notice in writing to the Corporation (and to the Trustee if given by Holders), declare to be due and payable immediately the principal amount (or, if the Debt Securities of that series are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of that series) of all Debt Securities of that series. However, at any time after such a declaration of acceleration with respect to Debt Securities of any series has been made, but before the Stated Maturity thereof, the Holders of a majority in principal amount of Outstanding Debt Securities of that series may, subject to certain conditions, rescind and annul such acceleration if all Events of Default, other than the non-payment of accelerated principal, with respect to Debt Securities of that series have been cured or waived as provided in the Indenture. (Section 502) For information as to waiver of defaults, see "Modification of the Indenture and Waiver of Covenants" herein. Reference is made to the Prospectus Supplement relating to any series of Offered Debt Securities which are Original Issue Discount Securities for the particular provisions relating to acceleration of a portion of the principal amount of such Original Issue Discount Securities upon the occurrence of an Event of Default and the continuation thereof.

Subject to the provisions of the Indenture relating to the duties of the Trustee in case an Event of Default shall occur and be continuing, the Indenture provides that the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the Holders, unless such Holders shall have offered to the Trustee reasonable security and indemnity. (Sections 601 and 603). Subject to such provisions for security and indemnification of the Trustee and certain other rights of the Trustee, the Holders of a majority in principal amount of the Outstanding Debt Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Debt Securities of that series. (Section 512)

No Holder of any Debt Security of any series will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given

to the Trustee written notice of a continuing Event of Default with respect to Debt Securities of that series and unless also the Holders of at least 25% in principal amount of the Outstanding Debt Securities of that series shall have made written request, and offered reasonable security and indemnity, to the Trustee to institute such proceeding as trustee, and the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Debt Securities of that series a direction inconsistent with such request and shall have failed to institute such proceeding within 60 days. (Section 507) However, the Holder of any Debt Security will have an absolute right to receive payment of the principal of (and premium, if any) and any interest on such Debt Security on or after the due dates expressed in such Debt Security and to institute suit for the enforcement of any such payment. (Section 508)

The Indenture requires the Corporation to furnish to the Trustee annually a statement as to the absence of certain defaults under the Indenture. (Section 1007) The Indenture provides that the Trustee may withhold notice to the Holders of Debt Securities of any series of any default (except in payment of principal or any premium or interest or in sinking fund payments) with respect to Debt Securities of such series if it considers it in the interest of the Holders of Debt Securities of such series to do so. (Section 602)

DEFEASANCE AND COVENANT DEFEASANCE

The Indenture provides that, if applicable, the Corporation will be discharged from any and all obligations in respect of the Outstanding Securities (as those terms are defined in the Indenture) of any series (except for certain obligations to register the transfer or exchange of Outstanding Securities of such series, to replace stolen, lost or mutilated Outstanding Securities of such series, to maintain paying agencies and to hold monies for payment in trust) upon the irrevocable deposit with the Trustee, in trust, of money and/or U.S. Government Obligations (as defined in the Indenture) which through the payment of interest and principal in respect thereof in accordance with their terms will provide money in an amount sufficient to pay the principal of and premium, if any, and each installment of interest, if any, on the Outstanding Securities of such series on the Stated Maturity or Redemption Date of such payments in accordance with the terms of the Indenture and the Outstanding Securities of such series. Such a trust may only be established if, among other things, (i) the Corporation has received from, or there has been published by, the Internal Revenue Service a ruling which, in the Opinion of Counsel (who may be counsel for the Corporation), provides that Holders of the Outstanding Securities of such series will not recognize income, gain or loss for federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge had not occurred, and (ii) the Corporation has delivered to the Trustee an Opinion of Counsel (who may be counsel for the Corporation) to the effect that the Outstanding Securities of such series, if then listed on any securities exchange, will not be delisted as a result of such deposit, defeasance and discharge. (Section 402)

The Indenture provides that, if applicable, the Corporation may omit to comply with the restrictive covenants contained in Sections 802 (Securities to be Secured in Certain Events), 1004 (Limitations on Liens), 1005 (Limitation on Sale and Lease-Back) and 1007 (Statement by Officers as to Default) of the Indenture, and that such omission shall not be deemed to be an Event of Default under the Indenture and the Outstanding Securities of any series, upon the irrevocable deposit with the Trustee, in trust, of money and/or U.S. Government Obligations which through the payment of interest and principal in respect thereof in accordance with their terms will provide money in an amount sufficient to pay the principal of and premium, if any, and each installment of interest on the Outstanding Securities of such series on the Stated Maturity or Redemption Date of such payments in accordance with the terms of the Indenture and the Outstanding Securities of such series. The obligations of the Corporation under the Indenture and the Outstanding Securities of such series other than with respect to the covenants referred to above and the Events of Default other than the Event of Default referred to above shall remain in full force and effect. Such a trust may only be established if, among other things, the Corporation has delivered to the Trustee an Opinion of Counsel

(who may be counsel for the Corporation) to the effect that (i) the Holders of the Outstanding Securities of such series will not recognize income, gain or loss for federal income tax purposes as a result of such deposit and defeasance and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred, and (ii) the Outstanding Securities of such series, if then listed on any securities exchange, will not be delisted as a result of such deposit and defeasance. (Section 1006)

In the event the Corporation exercises its option to omit compliance with certain covenants of the Indenture with respect to the Outstanding Securities of any series as described above and the Outstanding Securities of such series are declared due and payable because of the occurrence of any Event of Default other than the Event of Default described in the preceding paragraph, the amount of money and U.S. Government Obligations on deposit with the Trustee will be sufficient to pay amounts due on the Outstanding Securities of such series at the time of their Stated Maturity or Redemption Date but may not be sufficient to pay amounts due on the Outstanding Securities of such series at the time of the acceleration resulting from such Event of Default. However, the Corporation shall remain liable for such payments.

MODIFICATION OF THE INDENTURE AND WAIVER OF COVENANTS

Modifications and amendments of the Indenture may be made by the Corporation and the Trustee with the consent of the Holders of 66 2/3% in principal amount of the Outstanding Debt Securities of each series affected by such modifications or amendments; provided, however, that no such modification or amendment may, without the consent of the Holder of each Outstanding Debt Security affected thereby, (a) change the stated maturity date of the principal amount of, or any installment of principal of or interest on, any Debt Security, (b) reduce the principal amount of, or the premium (if any) or any interest on, any Debt Security or reduce the amount of principal of an Original Issue Discount Security that would be due and payable upon acceleration, (c) change the place or currency of payment of principal of, or premium (if any) or interest on, any Debt Security, (d) impair the right to institute suit for the enforcement of any payment on or with respect to any Debt Security after the stated maturity date, or (e) reduce the percentage in principal amount of Outstanding Debt Securities of any series, the consent of whose Holders is required for modification or amendment of the Indenture, for waiver of compliance with certain provisions of the Indenture or for waiver of certain defaults. (Section 902)

The Holders of 66 2/3% in principal amount of the Outstanding Debt Securities of any series may on behalf of the Holders of all Debt Securities of that series waive, insofar as that series is concerned, compliance by the Corporation with certain restrictive provisions of the Indenture. (Section 1007) The Holders of a majority in principal amount of the Outstanding Debt Securities of any series may on behalf of the Holders of all Debt Securities of that series waive any past default under the Indenture with respect to that series, except a default in the payment of the principal of (or premium, if any) or any interest on any Debt Security of that series or in respect of a provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Outstanding Debt Security of that series affected. (Section 513)

REGARDING THE TRUSTEE

The Corporation maintains banking relationships in the ordinary course of business with Bank of America National Trust and Savings Association, the Trustee under the Indenture, and has a revolving credit agreement in the amount of \$150 million with such bank. Certain debt securities of the Corporation are currently outstanding under the Indenture.

PLAN OF DISTRIBUTION

The Corporation may sell Debt Securities to or through underwriters or dealers, and also may sell Debt Securities directly or indirectly to one or more other purchasers or through agents. Such underwriters may include Goldman, Sachs & Co. and Salomon Brothers Inc, or a group of underwriters represented by one or more of such firms. Such firms also may act as agents.

The distribution of the Debt Securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, or at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

In connection with the sale of Debt Securities, underwriters may receive compensation from the Corporation or from purchasers of Debt Securities for whom they may act as agents in the form of discounts, concessions or commissions. Underwriters may sell Debt Securities to or through dealers, and such dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agents. Underwriters, dealers and agents that participate in the distribution of Debt Securities may be deemed to be underwriters, and any discounts or commissions received by them from the Corporation and any profit on the resale of Debt Securities by them may be deemed to be underwriting discounts and commissions, under the Act. Any such underwriter or agent will be identified, and any such compensation received from the Corporation will be described, in the Prospectus Supplement.

Underwriters and agents who participate in the distribution of Debt Securities may be entitled under agreements which may be entered into by the Corporation to indemnification by the Corporation against certain liabilities, including liabilities under the Act, or to contribution with respect to payments which the underwriters or agents may be required to make in respect thereof. Such underwriters and agents may be customers of, engage in transactions with, or perform services for the Corporation in the ordinary course of business.

If so indicated in the Prospectus Supplement, the Corporation may authorize underwriters or other persons acting as the Corporation's agents to solicit offers by certain institutions to purchase Offered Debt Securities from the Corporation pursuant to contracts providing for payment and delivery on a future date. Institutions with which such contracts may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and others, but in all cases such institutions must be approved by the Corporation. The obligations of any purchaser under any such contract will be subject to the condition that the purchase of the Offered Debt Securities shall not at the time of delivery be prohibited under the laws of the jurisdiction to which such purchaser is subject. The underwriters and such other agents will not have any responsibility in respect of the validity or performance of such contracts.

VALIDITY OF DEBT SECURITIES

Unless otherwise indicated in the Prospectus Supplement, the validity of the Debt Securities offered hereby will be passed upon for the Corporation by O. George Everbach, Senior Vice President -- Law and Government Affairs of the Corporation, and for the underwriters or agents by Sullivan & Cromwell, New York, New York.

EXPERTS

The consolidated financial statements and consolidated financial statement schedules of the Corporation and its consolidated subsidiaries as of December 31, 1993 and 1992 and for each of the three years in the period ended December 31, 1993, included or incorporated by reference in the Corporation's Annual Report on Form 10-K for the year ended December 31, 1993, have been audited by Deloitte & Touche, independent auditors, as stated in their reports with respect thereto which have been incorporated herein. Such consolidated financial statements and financial statement schedules have been incorporated herein in reliance upon the reports of Deloitte & Touche given on their authority as experts in accounting and auditing.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

S.E.C. Filing Fee.....	\$ 68,966
Trustee's Charges*.....	5,000
Printing and Engraving*.....	40,000
Accounting Fees*.....	35,000
Rating Agency Fees*.....	80,000
Blue Sky and Legal Fees and Expenses*.....	15,000
Miscellaneous*.....	20,034

	\$ 264,000

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*Estimated.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The By-Laws of the Corporation provide, among other things, that the Corporation shall (i) indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, or in the case of an officer or director of the Corporation is or was serving as an employee or agent of a partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, and (ii) indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, or in the case of an officer or director of the Corporation is or was serving as an employee or agent of a partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The By-Laws further provide that the indemnification provided therein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled.

Section 145 of the Delaware General Corporation Law authorizes indemnification by the Corporation of directors and officers under the circumstances provided in the foregoing By-Law provisions and requires such indemnification for expenses actually and reasonably incurred to the extent a director or officer is successful in the defense of any action, or any claim, issue or matter therein.

The Corporation has purchased insurance which purports to insure the Corporation against certain costs of indemnification which may be incurred by it pursuant to the By-Laws and to insure

the officers and directors of the Corporation, and of its subsidiary companies, against certain liabilities incurred by them in the discharge of their functions as such officers and directors except for liabilities resulting from their own malfeasance.

The forms of Underwriting Agreement and Distribution Agreement filed as Exhibits 1.1 and 1.2 hereto provide for indemnification and contribution by underwriters or agents, as the case may be, with respect to certain liabilities of officers and directors of the Corporation and other persons, if any, who control the Corporation.

ITEM 16. EXHIBITS.

EXHIBIT NUMBER	DESCRIPTION OF EXHIBIT
1.1	-- Form of Underwriting Agreement (incorporated by reference from Exhibit 1.1 to the Registration Statement on Form S-3 filed on November 13, 1990 (Registration No. 33-36458))
1.2	-- Form of Distribution Agreement
4.1	-- First Amended and Restated Indenture dated as of March 1, 1988 (the "Indenture") between the Corporation and Bank of America National Trust and Savings Association, as successor Trustee (incorporated by reference from Exhibit 4.1 to the Registration Statement on Form S-3 filed on March 1, 1988 (Registration No. 33-20405))
4.2	-- Three forms of Debt Securities (included in Exhibit 4.1 at pages A-1 through C-6)
4.3	-- First Supplemental Indenture, dated as of November 6, 1992, to the Indenture.
4.4	-- Second Supplemental Indenture, dated as of May 25, 1994, to the Indenture.
5	-- Opinion of O. George Everbach, Senior Vice President -- Law and Government Affairs of the Corporation, as to the validity of the Debt Securities
12	-- Computation of Ratio of Earnings to Fixed Charges for the five years ended December 31, 1993 and for the three months ended March 31, 1994 and March 31, 1993
23.1	-- Consent of Deloitte & Touche
23.2	-- The consent of O. George Everbach, Senior Vice President -- Law and Government Affairs of the Corporation, is contained in his opinion filed as Exhibit 5 to this Registration Statement
24	-- Directors' Powers of Attorney
25	-- Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of Bank of America National Trust and Savings Association dated as of June 17, 1994

ITEM 17. UNDERTAKINGS.

The Corporation hereby undertakes (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement: (i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933; (ii) to reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in the Registration Statement; provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the Registration Statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Corporation pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement; (2) that, for

the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering; (4) that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Corporation's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; (5) that, for purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of a registration statement in reliance upon rule 430A and contained in the form of prospectus filed by the registrant pursuant to rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of the registration statement as of the time it was declared effective; and (6) that, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Corporation pursuant to the provisions described under Item 15 above or otherwise, the Corporation has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Corporation of expenses incurred or paid by a director, officer or controlling person of the Corporation in the successful defense of any action, suit or proceeding) is asserted against the Corporation by such director, officer or controlling person in connection with the securities being registered, the Corporation will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irving and State of Texas on June 17, 1994.

KIMBERLY-CLARK CORPORATION

By /s/ WAYNE R. SANDERS

Wayne R. Sanders,
CHAIRMAN OF THE BOARD
AND CHIEF EXECUTIVE OFFICER

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below on June 17, 1994 by the following persons in the capacities indicated:

SIGNATURE	TITLE
/s/ WAYNE R. SANDERS Wayne R. Sanders	Chairman of the Board and Chief Executive Officer (principal executive officer) and Director
/s/ JOHN W. DONEHOWER John W. Donehower	Senior Vice President and Chief Financial Officer (principal financial officer)
/s/ RANDY J. VEST Randy J. Vest	Vice President and Controller (principal accounting officer)
* John F. Bergstrom	Director
* James D. Bernd	Director
* Pastora San Juan Cafferty	Director
* Paul J. Collins	Director
* Claudio X. Gonzalez	Director

SIGNATURE

TITLE

*

Director

James G. Grosklaus

*

Director

Phala A. Helm, M.D.

*

Director

Louis E. Levy

*

Director

Frank A. McPherson

Director

Wolfgang R. Schmitt

Director

Randall L. Tobias

*

Director

H. Blair White

*By /s/ O. GEORGE EVERBACH

O. George Everbach
ATTORNEY-IN-FACT

INDEX TO EXHIBITS

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Kimberly-Clark Corporation

\$100,000,000

Medium-Term Debt Securities

DISTRIBUTION AGREEMENT

January 14, 1988

Goldman, Sachs & Co.,
85 Broad Street,
New York, New York 10004.

Salomon Brothers Inc,
One New York Plaza,
New York, New York 10004.

Dear Sirs:

Kimberly-Clark Corporation, a Delaware corporation (the "Company"), proposes to issue and sell from time to time its medium-term debt securities (the "Securities") in an aggregate principal amount up to \$100,000,000 and agrees with each of you (individually, an "Agent", and collectively, the "Agents") as set forth in this Agreement. Subject to the terms and conditions stated herein and to the reservation by the Company of the right to sell Securities directly on its own behalf, the Company hereby (i) appoints each Agent as an agent of the Company for the purpose of soliciting and receiving offers to purchase Securities from the Company and (ii) agrees that whenever it determines to sell Securities directly to any Agent as principal, it will enter into a separate agreement (each a "Terms Agreement"), substantially in the form of Annex I hereto, relating to such sale in accordance with Section 2(b) hereof.

The Securities will be issued under an indenture, dated as of January 15, 1983, between the Company and Bank of America National Trust and Savings Association, as successor Trustee (the "Trustee") pursuant to a Tripartite Agreement, dated as of December 20, 1984, among the Company, Citibank, N.A. and the Trustee, as supplemented by Supplemental Indenture No. 1, dated as of June 1, 1987, between the Company and the Trustee (the indenture, as so amended and supplemented, the "Indenture"). The Securities shall have the maturity ranges, annual interest rates, redemption provisions and other terms set forth in the Prospectus referred to below as it may be amended or supplemented from time to time. The Securities will be issued, and the terms and rights thereof established, from time to time by the Company in accordance with the Indenture, the Issuing and Paying Agency Agreement, dated as of January 14,

1988 (the "Issuing Agency Agreement"), between the Company and Chemical Bank, as Issuing and Paying Agent (the "Issuing Agent") and the Administrative Procedure attached hereto as Annex II as it may be amended from time to time by written agreement between the Agents and the Company (the "Procedure") and, if applicable, will be specified in a related Terms Agreement.

1. The Company represents and warrants to, and agrees with, each Agent that:

(a) A registration statement on Form S-3 (Registration No. 33-15424) in respect of \$200,000,000 aggregate principal amount of debt securities of the Company, including the Securities, has been filed with the Securities and Exchange Commission (the "Commission") and has become effective under the Securities Act of 1933, as amended (the "Act"), in the form heretofore delivered or to be delivered to such Agent, excluding exhibits to such registration statement, but including all documents incorporated by reference therein on or prior to the date of this Agreement; such registration statement, including all exhibits thereto but excluding Form T-1, and the prospectus included in such registration statement, each as amended at the date of this Agreement, being hereinafter called the "Registration Statement" and the "Basic Prospectus", respectively. As used in this Agreement, "Prospectus" means the Basic Prospectus together with the prospectus supplement specifically relating to the Securities in the definitive form filed or to be filed pursuant to Rule 424 under the Act; and "Preliminary Prospectus" means the Basic Prospectus together with a preliminary prospectus supplement specifically relating to the Securities. Any reference herein to the Basic Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents or portions thereof incorporated by reference therein pursuant to the applicable form under the Act; and any reference to any amendment or supplement to the Basic Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents or portions thereof filed after the date this Agreement under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and so incorporated by reference; and

(b) The Registration Statement and the Prospectus conform, and any further amendments or supplements thereto, when they become effective or are filed with the Commission, will conform, in all material respects to the requirements of the Act and the Trust Indenture Act of 1939 (the "Trust Indenture Act") and the rules and regulations of the Commission thereunder; the Registration Statement and the Basic

Prospectus, on the effective date of the Registration Statement, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and the Prospectus does not, and any amendments or supplements thereto, when they become effective or are filed with the Commission, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; PROVIDED, HOWEVER, that the representations and warranties contained in this paragraph (b) shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by any Agent expressly for use therein.

(c) Immediately after the settlement of any sale of Securities by the Company resulting from solicitation by such Agent hereunder and immediately after any Time of Delivery relating to a sale under a Terms Agreement with such Agent, the aggregate amount of Securities which shall have been issued and sold by the Company hereunder or under any Terms Agreement and of any debt securities of the Company (other than such Securities) that shall have been issued and sold pursuant to the Registration Statement will not exceed the amount of debt securities registered under the Registration Statement.

2. (a) On the basis of the representations and warranties, and subject to the terms and conditions herein set forth, each of the Agents hereby severally and not jointly agrees, as agent of the Company, when requested by the Company, to use its best efforts to solicit and receive offers to purchase the Securities from the Company upon the terms and conditions set forth in the Prospectus as amended or supplemented from time to time and in the Procedure. So long as the obligations of the Agents with respect to the solicitation and sale of the Securities under this Agreement shall remain in effect with respect to any Agent, the Company shall not, without the consent of such Agent, which consent shall not be unreasonably withheld, solicit or accept offers to purchase, or sell, any debt securities with a maturity at time of original issuance of 18 months or more except as contemplated hereby or in any Terms Agreement, or, subject to all of the terms and conditions hereof and of any Terms Agreement, except in connection with a firm commitment underwriting pursuant to an underwriting agreement that does not provide for a continuous offering of medium-term debt securities.

No Agent shall otherwise employ, pay or compensate any other person to solicit offers to purchase Securities or to perform any of its functions as Agent without the prior written consent of the Company.

The Company reserves the right, in its sole discretion, to instruct the Agents to suspend at any time, for any period of time or permanently, the solicitation of offers to purchase the Securities. Upon receipt of notice from the Company, the Agents will forthwith suspend solicitation of offers to purchase Securities from the Company until such time as the Company has advised them that such solicitation may be resumed.

The Company agrees to pay each Agent a commission, at the time of settlement of any sale of a Security by the Company as a result of a solicitation made by such Agent, in an amount equal to the following percentage of the principal amount of such Security sold:

RANGE OF MATURITIES -----	COMMISSION (PERCENTAGE OF AGGREGATE PRINCIPAL AMOUNT OF SECURITIES SOLD) -----
From 18 months to less than 2 years	.200%
From 2 years to less than 3 years	.250%
From 3 years to less than 4 years	.350%
From 4 years to less than 5 years	.450%
From 5 years to less than 6 years	.500%
From 6 years to less than 7 years	.550%
From 7 years to less than 8 years	.600%
From 8 years to less than 9 years	.600%
From 9 years up to and including 10 years	.600%

As an Agent, each of you is authorized to solicit offers to purchase the Securities only in denominations of \$100,000 or any amount in excess thereof that is an integral multiple of \$1,000 at a purchase price equal to 100% of their principal amount, unless otherwise specified in a Pricing Supplement (as defined in the Procedure) or a Terms Agreement. Each Agent shall communicate to the Company, orally or in writing, each reasonable offer to purchase Securities received by it as Agent except those rejected by such Agent as provided below. The Company shall have the sole right to accept offers to purchase Securities and may reject any proposed purchase of Securities as a whole or in part. Each Agent shall have the right, in its discretion

reasonably exercised, to reject any offer received by it to purchase Securities, as a whole or in part, and any such rejection by it shall not be deemed a breach of its agreements contained therein. The Company reserves the right to sell, and may solicit and accept offers to purchase, Securities directly on its own behalf, and, in the case of any such sale not resulting from a solicitation made by any Agent, no commission will be payable with respect to such sale.

(b) Each sale of Securities to any Agent as principal shall be made in accordance with the terms of this Agreement and a Terms Agreement which will provide for the sale of such Securities to, and the purchase thereof by, such Agent. A Terms Agreement may also specify certain provisions relating to the reoffering of such Securities by such Agent. The commitment of any Agent to purchase Securities pursuant to any Terms Agreement shall be deemed to have been made on the basis of the representations and warranties of the Company herein contained and shall be subject to the terms and conditions herein set forth. Each Terms Agreement shall specify the principal amount of Securities to be purchased by any Agent pursuant thereto, the price to be paid to the Company for such Securities, any provisions relating to rights of, and default by, underwriters acting together with such Agent in the reoffering of the Securities, and the time and date (each such time and date being referred to herein as a "Time of Delivery") and place of delivery of and payment for such Securities. Such Terms Agreement shall also specify any requirements for opinions of counsel, accountants' letters and officers' certificates pursuant to Section 4 hereof.

(c) Procedural details relating to the issue and delivery of Securities, the solicitation of offers to purchase Securities, and the payment in each case therefor, shall be as set forth in the Procedure. Each Agent and the Company agree to perform the respective duties and obligations specifically provided to be performed by each of them in the Procedure.

3. The documents required to be delivered pursuant to Section 6 hereof on the Commencement Date (as defined below) shall be delivered at the offices of Sullivan & Cromwell, 125 Broad Street, New York, New York, at 11:00 a.m., New York City time, on the date of this Agreement, which date and time of such delivery may be postponed by agreement between the Agents and the Company but in no event shall be later than the day prior to the date on which solicitation of offers to purchase Securities is commenced or on which any Terms Agreement is executed

(such time and date being referred to herein as the "Commencement Date").

4. The Company covenants and agrees with each Agent:

(a) (i) To prepare, with respect to any Securities to be sold pursuant to this Agreement, the Prospectus as amended and supplemented with respect to such Securities in a form approved by the Agent which solicited the purchaser of such Securities and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the close of business of the Commission on the fifth business day after the date on which such Prospectus is first used; (ii) to make no amendment or supplement to the Registration Statement or Prospectus prior to the Commencement Date, or after the date of any Terms Agreement and prior to the related Time of Delivery, without furnishing prior thereto a copy of each such amendment or supplement to such Agent; to advise such Agent promptly of any such amendment or supplement at any other time and to furnish such Agent with copies of any such amendment or supplement at any other time; (iii) to file promptly all documents required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, in each case for so long as the delivery of a prospectus is required in connection with the offering or sale of the Securities; (iv) to advise such Agent, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has become effective or when any supplement to the Prospectus or any amended Prospectus (other than any supplement to the Prospectus or any amended Prospectus required to be filed with the Commission pursuant to clause (i) that relates to Securities the purchaser of which was not solicited by such Agent) has been filed, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Prospectus or any supplement thereto or any amended Prospectus, of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or Prospectus or for additional information; and (v) in the event of the issuance of any stop order or of any order preventing or suspending the use of the Prospectus or any supplement thereto or any amended Prospectus or suspending any such qualification, to use promptly its best efforts to obtain its withdrawal;

(b) Promptly from time to time to take such action as such Agent may reasonably request to qualify the

Securities for offering and sale under the securities laws of such jurisdictions as such Agent may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities; PROVIDED that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(c) To furnish such Agent with copies of the Prospectus as each time amended or supplemented in the form in which it is filed with the Commission pursuant to Rule 424 under the Act in such quantities as such Agent may from time to time reasonably request, and, if the delivery of a prospectus is required at any time and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act, the Exchange Act or the Trust Indenture Act, to notify such Agent and request such Agent, in its capacity as agent of the Company, to suspend solicitation of offers to purchase Securities from the Company and, if so notified, such Agent shall forthwith cease such solicitations; and if the Company shall decide to amend or supplement the Registration Statement or the Prospectus as then amended or supplemented, to so advise such Agent promptly by telephone (with confirmation in writing) and to prepare and furnish without charge to such Agent as many copies as such Agent may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus that will correct such statement or omission or effect such compliance; PROVIDED, HOWEVER, that if during such same period such Agent continues to own Securities purchased from the Company by such Agent as principal, the Company shall promptly prepare and file with the Commission such an amendment or supplement that will correct such statement or omission or effect such compliance;

(d) To make generally available to its security holders as soon as practicable, but in any event not later than eighteen months after (i) the effective date of the Registration Statement, (ii) the effective date of each post-effective amendment to the Registration Statement, and

(iii) the date of each filing by the Company with the Commission of an Annual Report on Form 10-K that is incorporated by reference in the Registration Statement, an earning statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158) and covering a period of at least twelve months beginning after the effective dates referred to in (i) and (ii) or the filing date referred to in (iii);

(e) That, from the date of any Terms Agreement with such Agent and continuing to and including the earlier of (i) the termination of the trading restrictions for the Securities purchased thereunder, as notified to the Company by such Agent and (ii) the related Time of Delivery, the Company will not, without the prior written consent of such Agent, offer, sell, contract to sell or otherwise dispose of any debt securities of the Company which mature more than 18 months after such Time of Delivery and which are substantially similar to the Securities;

(f) That each acceptance by the Company of an offer to purchase Securities hereunder, and each execution and delivery by the Company of a Terms Agreement with such Agent, shall be deemed to be an affirmation to such Agent that the representations, and warranties of the Company contained in or made pursuant to this Agreement are true and correct as of the date of such acceptance or of such Terms Agreement, as the case may be, as though made at and as of such date, and an undertaking that such representations and warranties will be true and correct as of the settlement date for the Securities relating to such acceptance or as of the Time of Delivery relating to such sale, as the case may be, as though made at and as of such date (except that such representations and warranties shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented relating to such Securities);

(g) That reasonably in advance of each time the Registration Statement or the Prospectus shall be amended or supplemented (other than by an amendment or supplement relating solely to a change in the rate of interest per annum borne by or the maturity of the Securities offered, or both), each time a document filed under the Act or the Exchange Act is incorporated by reference into the Prospectus, and each time the Company sells Securities to such Agent as principal and the applicable Terms Agreement specifies the delivery of an opinion or opinions by Sullivan & Cromwell, counsel to the Agents, as a condition to the purchase of Securities pursuant to such Terms

Agreement, the Company shall furnish such counsel such papers and information as they may reasonably request to enable them to furnish the opinion or opinions referred to in Section 6(b) hereof to such Agent;

(h) That each time the Registration Statement or the Prospectus shall be amended or supplemented (other than by an amendment or supplement relating solely to a change in the rate of interest per annum borne by or the maturity of the Securities offered, or both), each time a document filed under the Act or the Exchange Act is incorporated by reference into the Prospectus, and each time the Company sells Securities to such Agent as principal and the applicable Terms Agreement specifies the delivery of an opinion under this Section 4(h) as a condition to the purchase of Securities pursuant to such Terms Agreement, the Company shall furnish or cause to be furnished forthwith to such Agent a written opinion of the General Counsel of the Company or other counsel for the Company reasonably satisfactory to such Agent, dated the date of effectiveness of such amendment, the date of filing of such supplement, the date of such incorporation or such Time of Delivery relating to such sale, as the case may be, in form satisfactory to such Agent, to the effect that such Agent may rely on the opinion referred to in Section 6(c) hereof which was last furnished to such Agent to the same extent as though it were dated the date of such letter authorizing reliance (except that the statements in such last opinion shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented to such date) or, in lieu of such opinion, an opinion of the same tenor as the opinion referred to in Section 6(c) hereof but modified to relate to the Registration Statement and the Prospectus as amended and supplemented to such date;

(i) That each time the Registration Statement or the Prospectus shall be amended or supplemented, each time a document filed under the Act or the Exchange Act is incorporated by reference into the Prospectus, in either case to set forth financial information included in or derived from the Company's consolidated financial statements or accounting records, and each time the Company sells Securities to such Agent as principal and the applicable Terms Agreement specifies the delivery of a letter under this Section 4(i) as a condition to the purchase of Securities pursuant to such Terms Agreement, the Company shall cause Deloitte Haskins & Sells forthwith to furnish such Agent a letter, dated the date of effectiveness of such amendment, the date of filing of such supplement, the date of such incorporation or such Time of Delivery relating to such sale, as the case may be, in form satisfactory to such

Agent, of the same tenor as the letter referred to in Section 6(d) hereof but modified to relate to the Registration Statement and the Prospectus as amended or supplemented to the date of such letter, with such changes as may be necessary to reflect changes in the financial statements and other information derived from the accounting records of the Company, to the extent such financial statements and other information are available as of a date not more than five business days prior to the date of such letter; PROVIDED, HOWEVER, that, with respect to any financial information or other matter, such letter may reconfirm as true and correct at such date as though made at and as of such date, rather than repeat, statements with respect to such financial information or other matter made in the letter referred to in Section 6(d) hereof which was last furnished to such Agent;

(j) That each time the Registration Statement or the Prospectus shall be amended or supplemented (other than by an amendment or supplement relating solely to a change in the rate of interest per annum borne by or the maturity of the Securities offered, or both), each time a document filed under the Act or the Exchange Act is incorporated by reference into the Prospectus, and each time the Company sells Securities to such Agent as principal and the applicable Terms Agreement specifies the delivery of a certificate under this Section 4(j) as a condition to the purchase of Securities pursuant to such Terms Agreement, the Company shall furnish or cause to be furnished forthwith to such Agent a certificate, dated the date of effectiveness of such supplement, the date of filing of such amendment, the date of such incorporation or such Time of Delivery relating to such sale, as the case may be, in such form and executed by such officers of the Company as shall be satisfactory to such Agent, to the effect that the statements contained in the certificate referred to in Section 6(h) hereof which was last furnished to such Agent are true and correct at such date as though made at and as of such date (except that such statements shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented to such date) or, in lieu of such certificate, certificates of the same tenor as the certificates referred to in said Section 6(h) but modified to relate to the Registration Statement and the Prospectus as amended and supplemented to such date; and

(k) To offer to any person who has agreed to purchase Securities as the result of an offer to purchase solicited by such Agent the right to refuse to purchase and pay for such Securities if, on the related settlement date fixed pursuant to the Procedure, any condition set forth in

Section 6(a) (i), 6(e), 6(f) or 6(g) hereof shall not have been satisfied (it being understood that the judgment of such person with respect to the impracticability or inadvisability of such purchase of Securities shall be substituted, for purposes of this Section 4 (k), for the respective judgments referred to therein of an Agent with respect to certain matters referred to in such Sections 6 (a) (i), 6 (e), 6(f) and 6(g), and that such Agent shall have no duty or obligation whatsoever to exercise the judgment permitted under such Sections 6(a) (i), 6(e), 6(f) and 6(g) on behalf of any such person).

5. The Company covenants and agrees with each Agent that the Company will pay or cause to be paid the following: (i) the fees and expenses of the Company's counsel and accountants in connection with the registration of the Securities under the Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to such Agent; (ii) the fees and expenses of counsel for the Agents in connection with the establishment of the program contemplated hereby and the transactions contemplated hereunder; (iii) the out-of-pocket expenses of such Agent; (iv) the cost of printing, preparing by word processor or reproducing this Agreement, any Terms Agreement, any Indenture, the Issuing Agency Agreement, any Blue Sky and Legal Investment Memoranda and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (v) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 4(b) hereof, including fees and disbursements of counsel for the Agents in connection with such qualification and in connection with the Blue Sky and legal investment surveys; (vi) any fees charged by securities rating services for rating the Securities; (vii) any filing fees incident to any required review by the National Association of Securities Dealers, Inc. of the terms of the sale of the Securities; (viii) the cost of preparing the Securities; (ix) the fees and expenses of any Trustee, any agent of any Trustee, the Issuing Agent and any other transfer or paying agent of the Company and the fees and disbursements of counsel for any Trustee, the Issuing Agent or such agent in connection with any Indenture, the Issuing Agency Agreement and the Securities; (x) any advertising expenses connected with the solicitation of offers to purchase and the sale of Securities so long as such advertising expenses have been approved by the Company; and (xi) all other costs and expenses incident to the performance of the Company's obligations hereunder which are

not otherwise specifically provided for in this Section. Except as provided in Section 7 hereof, each Agent shall pay all other expenses it incurs.

6. The obligation of any Agent, as agent of the Company, at any time ("Solicitation Time") to solicit offers to purchase the Securities and the obligation of any Agent to purchase Securities as principal pursuant to any Terms Agreement shall in each case be subject, in such Agent's discretion, to the condition that all representations and warranties of the Company herein (and, in the case of an obligation of any Agent under a Terms Agreement, in or incorporated in such Terms Agreement by reference) are true and correct at and as of the Commencement Date and any applicable date referred to in Section 4(j) hereof that is prior to such Solicitation Time or Time of Delivery, as the case may be, and at and as of such Solicitation Time or Time of Delivery, as the case may be, the condition that prior to such Solicitation Time or Time of Delivery, as the case may be, the Company shall have performed in all material respects all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) (i) With respect to any Securities sold at or prior to such Solicitation Time or Time of Delivery, as the case may be, the Prospectus as amended or supplemented with respect to such Securities shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 4(a) hereof; (ii) no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceeding for that purpose shall have been initiated or, to the best knowledge of the Company, threatened by the Commission; and (iii) all requests for additional information on the part of the Commission shall have been complied with to the reasonable satisfaction of such Agent;

(b) Sullivan & Cromwell, counsel to the Agents, shall have furnished to such Agent (i) such opinion or opinions, dated the Commencement Date, in form and substance reasonably satisfactory to such Agent, with respect to the incorporation of the Company, the validity of the Indenture, the Securities, the Registration Statement, the Prospectus as amended or supplemented and other related matters as such Agent may reasonably request, and (ii) if and to the extent requested by such Agent, with respect to each applicable date referred to in Section 4(q) hereof that is on or prior to such Solicitation Time or Time of Delivery, as the case may be, an opinion or opinions, dated

such applicable date, to the effect that such Agent may rely on the opinion or opinions which were last furnished to such Agent pursuant to this Section 6(b) to the same extent as though it or they were dated the date of such letter authorizing reliance (except that the statements in such last opinion or opinions shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented to such date) or, in any case, in lieu of such an opinion or opinions, an opinion or opinions of the same tenor as the opinion or opinions referred to in clause (i) but modified to relate to the Registration Statement and the Prospectus as amended and supplemented to such date; and in each case such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) The General Counsel of the Company or other counsel for the Company reasonably satisfactory to such Agent, shall have furnished to such Agent his written opinions, dated the Commencement Date and each applicable date referred to in Section 4(h) hereof that is on or prior to such Solicitation Time or Time of Delivery, as the case may be, in form and substance reasonably satisfactory to such Agent, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, with corporate power to own its properties and conduct its business as described in the Prospectus as amended or supplemented, if applicable;

(ii) To the best of such counsel's knowledge there is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body involving the Company or any of its properties required to be disclosed in the Registration Statement which is not adequately disclosed in the Prospectus as amended or supplemented, if applicable; and such counsel does not know of any contracts or other documents of a character required to be filed as an exhibit to the Registration Statement or required to be incorporated by reference into the Prospectus as amended or supplemented, if applicable, or required to be described in the Registration Statement or the Prospectus as amended or supplemented, if applicable, which are not filed or incorporated by reference or described as required;

(iii) This Agreement and any applicable Terms Agreement have been duly authorized, executed and delivered by the Company;

(iv) The Securities have been duly authorized by the Company and, when duly executed and authenticated in accordance with the provisions of the Indenture and the Issuing Agency Agreement and delivered to and paid for by the purchasers thereof (including any Agent as principal), will constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting enforcement of creditors' rights and to general equity principles; and the Securities, the Indenture and the Issuing Agency Agreement conform in all material respects to the description thereof in the Prospectus as amended or supplemented, if applicable;

(v) Each of the Indenture and the Issuing Agency Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding agreement of the Company, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting enforcement of creditors' rights and to general equity principles; and the Indenture has been duly qualified under the Trust Indenture Act;

(vi) The issuance and sale of the Securities and the compliance by the Company with the provisions of the Securities, the Indenture, the Issuing Agency Agreement, this Agreement and any applicable Terms Agreement, and the consummation of the transactions relating to the Securities contemplated herein and therein will not conflict with or result in a breach of the terms or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument in respect of indebtedness for money borrowed known to such counsel to which the Company is a party or by which the Company is bound or, to the knowledge of such counsel, any other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company

is subject, nor will such action result in any violation of the provisions of the Restated Certificate of Incorporation, as amended, or the By-Laws of the Company or, to the knowledge of such counsel, any statute or any order, rule or regulation of any court or regulatory authority or other governmental agency or body having jurisdiction over the Company or any of its properties; and no consent, approval, authorization, order, registration or qualification of or with any court or any such regulatory authority or other governmental agency or body is required for the issuance and sale by the Company of the Securities or the consummation of the transactions relating to the Securities contemplated by this Agreement or any applicable Terms Agreement or the Indenture or the Issuing Agency Agreement, except such as have been obtained under the Act and the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws;

(vii) The documents or portions thereof, if any, incorporated by reference in the Prospectus (other than the financial statements, related schedules and other financial and statistical information included therein, as to which such counsel need express no opinion), when they were filed with the Commission, complied as to form in all material respects with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder; and

(viii) The Registration Statement and the Prospectus as amended or supplemented, if applicable (other than the financial statements, related schedules and other financial and statistical information included therein, as to which such counsel need express no opinion), comply as to form in all material respects with the requirements of the Act and the Trust Indenture Act and the rules and regulations thereunder; and, although such counsel is not passing upon, and does not assume responsibility for, the accuracy, completeness or fairness of statements contained in the Registration Statement or the Prospectus as amended or supplemented, if applicable (except as to the matters specified in the last clause of subparagraph (iv) of this paragraph (c)), nothing has come to the attention of such counsel that causes such counsel to believe that either the

Registration Statement or the Prospectus as amended or supplemented, if applicable, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(d) Not later than 10:00 a.m., New York City time, on the Commencement Date and on each applicable date referred to in Section 4(i) hereof that is on or prior to such Solicitation Time or Time of Delivery, as the case may be, Deloitte Haskins & Sells shall have furnished to such Agent a letter, dated the Commencement Date or such applicable date, as the case may be, in form and substance reasonably satisfactory to such Agent, to the effect set forth in Annex III hereto;

(e) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest financial statements contained in the Prospectus as amended or supplemented any loss or interference material to the business of the Company and its subsidiaries taken as a whole from fire, explosion, flood or other calamity or from any labor dispute or court or governmental action, order or decree and (ii) since the respective dates as of which information is given in the Prospectus as amended or supplemented there shall not have been any material change in the capital stock or long-term debt of the Company or any material adverse change, or any development which will result in a material adverse change, in the business, financial position, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, otherwise (in any such case described in clause (i) or (ii) hereof) than as set forth or contemplated in the Prospectus as amended or supplemented, the effect of which (in any such case described in clause (i) or (ii) hereof) is in the reasonable judgment of such Agent so material and adverse as to make it impracticable or inadvisable to proceed with the solicitation by such Agent of offers to purchase Securities from the Company or the purchase by such Agent of Securities from the Company as principal, as the case may be;

(f) Subsequent to the execution of this Agreement, there shall not have occurred any downgrading in any rating accorded to the Company's senior debt securities by Moody's Investors Service Inc. or Standard & Poor's Corporation; PROVIDED, HOWEVER, that this paragraph (f) shall not apply to either of such rating agencies which

shall have notified the Agents of the rating of the Securities prior to the execution of this Agreement;

(g) Subsequent to the execution of this Agreement, there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange; (ii) a general moratorium on commercial banking activities in New York declared by either Federal or New York State authorities; or (iii) the engagement by the United States in hostilities which have resulted in the declaration, on or after the date of this Agreement, of a national emergency or war, the effect of which (in any such case described in clause (i), (ii) or (iii) hereof) in the reasonable judgment of such Agent makes it impracticable or inadvisable to proceed with solicitation of offers to purchase Securities or the purchase of Securities from the Company as principal pursuant to the applicable Terms Agreement, as the case may be; and

(h) The Company shall have furnished or caused to be furnished to such Agent one or more certificates of officers of the Company dated the Commencement Date and each applicable date referred to in Section 4(j) hereof that is on or prior to such Solicitation Time or Time of Delivery, as the case may be, reasonably satisfactory to such Agent as to the accuracy in all material respects of the 'representations and warranties of the Company herein at and as of the Commencement Date or such applicable date, as the case may be, as to the performance in all material respects by the Company of all of its obligations hereunder to be performed at or prior to the Commencement Date or such applicable date, as the case may be, and as to the matters set forth in paragraph (a) and clauses (i) and (ii) of paragraph (e) of this Section 6, with the certificate based upon knowledge or belief as to proceedings initiated or threatened referred to in such paragraph (a) and as to the matters referred to in clauses (i) and (ii) of such paragraph (e).

7. (a) The Company will indemnify and hold harmless each Agent against any losses, claims, damages or liabilities, joint or several, to which such Agent may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Prospectus as amended or supplemented, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein

a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse such Agent for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such action or claim; PROVIDED, HOWEVER, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration Statement, the Prospectus as amended or supplemented, or any such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by such Agent expressly for use in the Prospectus as amended or supplemented; and PROVIDED, FURTHER, that such indemnity with respect to the Registration Statement or any Preliminary Prospectus shall not inure to the benefit of any Agent by whom the person asserting any such loss, claim, damage or liability was solicited to purchase the Securities which are the subject thereof if such person did not receive a copy of the Prospectus or the Prospectus as amended or supplemented (excluding documents incorporated by reference) at or prior to the confirmation of the sale of the Securities to such person in any case where such delivery is required by the Act and the untrue statement or omission of a material fact contained in the Registration Statement or any such Preliminary Prospectus was corrected in the Prospectus or the Prospectus as amended or supplemented.

(b) Each Agent will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement, the Prospectus as amended or supplemented, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, the Registration Statement, the Prospectus as amended or supplemented, or any such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by such Agent expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably

incurred by the Company in connection with investigating or defending any such action or claim.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation.

(d) If the indemnification provided for in this Section 7 is unavailable to an indemnified party under subsection (a) or (b) above in respect of any' losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and each Agent on the other from the offering of the Securities to which such loss, claim, damage or liability (or action in respect thereof) relates. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and each Agent on the other in connection with the statements or omissions which resulted in such

losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and each Agent on the other shall be deemed to be in the same proportion as the total net proceeds from the sale of Securities (before deducting expenses) received by the Company bear to the total commissions or discounts received by such Agent in respect thereof. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or by any Agent on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and each Agent agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if all Agents were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. notwithstanding the provisions of this subsection (d), no Agent shall be required to contribute any amount in excess of the amount by which the total public offering price of the Securities purchased by or through it exceeds the amount of any damages which such Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of each of the Agents under this subsection (d) to contribute are several in proportion to the respective purchases made by or through it to which such loss, claim, damage or liability (or action in respect thereof) relates and. are not joint.

(e) The obligations of the Company under this Section 7 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Agent within the meaning of the Act; and the obligations of each Agent under this Section 7 shall be in addition to any liability which such Agent may otherwise have and shall

extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company Within the meaning of the Act.

8. Each Agent, in soliciting offers to purchase Securities from the Company and in performing the other obligations of such Agent hereunder (other than in respect of any Terms Agreement), is acting solely as agent for the Company and not as principal. Each Agent will make reasonable efforts to assist the Company in obtaining performance by each purchaser whose offer to purchase Securities from the Company was solicited by such Agent and has been accepted by the Company, but such Agent shall not have any liability to the Company in the event such purchase is not consummated for any reason. If the Company shall default on its obligation to deliver Securities to a purchaser whose offer it has accepted, the Company shall (i) hold each Agent harmless against any loss, claim or damage arising from or as a result of such default by the Company and (ii) notwithstanding such default, pay to the Agent that solicited such offer any commission to which it would be entitled in connection with such sale.

9. The respective indemnities, agreements, representations, warranties and other statements by any Agent and the Company set forth in or made pursuant to this Agreement shall remain in full force and effect regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Agent or any controlling person of any Agent or the Company, or any officer or director or any controlling person of the Company, and shall survive each delivery of and payment for any of the Securities.

10. The Agents shall have no further obligation to solicit offers to purchase Securities from the Company after such time as offers to purchase \$100,000,000 aggregate principal amount (or less, if the Company or any Agent shall suspend or terminate the provisions of this Agreement relating to the solicitation of such offers to purchase, as hereinafter provided) have been accepted by the Company. The provisions of this Agreement relating to the solicitation of offers to purchase Securities from the Company may be suspended or terminated at any time by the Company as to any Agent or by any Agent insofar as this Agreement relates to such Agent upon the giving of written notice of such suspension or termination to 'such Agent or the Company, as the case may be. In the event of such suspension or

termination with respect to any Agent, this Agreement shall remain in full force and effect with respect to any Agent as to which such suspension or termination has not occurred, and, in the event of such suspension or termination with respect to any Agent, or the acceptance by the Company of offers to purchase all of the Securities to be sold pursuant hereto, (x) this Agreement shall remain in full force and effect with respect to the rights and obligations of any party which have previously accrued or which relate to Securities which are already issued, agreed to be issued or the subject of a pending offer at the Time of such suspension or termination or acceptance of all such offers and (y) in any event, this Agreement shall remain in full force and effect insofar as the third paragraph of Section 2(a), Section 4(d), Section 5, Section 7, Section 8 and Section 9 hereof are concerned.

11. Except as otherwise specifically provided herein or in the Procedure, all statements, requests, notices and advices hereunder shall be in writing, or by telephone if promptly confirmed in writing, and if to Goldman, Sachs & Co. shall be sufficient in all respects when delivered or sent by facsimile transmission or registered mail to 85 Broad Street, New York, New York 10004, Facsimile Transmission No. (212) 809-1583, Attention: Registration Department, and if to Salomon Brothers Inc shall be sufficient in all respects when delivered or sent by facsimile transmission or registered mail to One New York Plaza, New York, New York 10004, Facsimile Transmission No. (212) 943-4569, Attention: Katherine E. Dietze, Medium Term Note Department, and if to the Company shall be sufficient in all respects when delivered or sent by facsimile transmission or registered mail to P.O. Box 619100, DFW Airport Station, Dallas, Texas 75261-9100, Facsimile Transmission No. (214) 830-1289, Attention: Treasurer's Office.

12. This Agreement and any Terms Agreement shall be binding upon, and inure solely to the benefit of, each Agent and the Company, and to the extent provided in Section 7, Section 8 and Section 9 hereof, the officers and directors of the Company and any person who controls any Agent or the Company, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement or any Terms Agreement. No purchaser of any of the Securities through or from any Agent hereunder shall be deemed a successor or assign by reason of such purchase.

13. Time shall be of the essence in this Agreement and any Terms Agreement. As used herein, the term "business day" shall mean any day when the office of the Commission in Washington, D.C. is normally open for business.

14. THIS AGREEMENT AND ANY TERMS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

15. This Agreement and any Terms Agreement may be executed by any one or more of the parties here to and thereto in any number of counterparts, each of which shall be an original, but all of such respective counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us several counterparts hereof, whereupon this letter and the acceptance by each of you thereof shall constitute a binding agreement between the Company and each of you in accordance with its terms.

Very truly yours,

Kimberly-Clark Corporation

By: /s/

Accepted in New York, New York,
as of the date hereof:

/s/ Goldman, Sachs & Co.

(Goldman, Sachs & Co.)

Salomon Brothers Inc

By: Katherine E. Dietz

[Title]

VP

Kimberly-Clark Corporation

[Medium-Term Notes]

TERMS AGREEMENT

....., 19...

[Goldman, Sachs & Co.
85 Broad Street
New York, New York 10004]

[Salomon Brothers Inc
One New York Plaza
New York, New York 10004]

Dear Sirs:

Kimberly-Clark Corporation (the "Company") proposes, subject to the terms and conditions stated herein and in the Distribution Agreement, dated January 14, 1988 (the "Distribution Agreement"), between the Company on the one hand and Goldman, Sachs & Co. and Salomon Brothers Inc on the other, to issue and sell to [Goldman, Sachs & Co.] [Salomon Brothers Inc] the securities specified in the Schedule hereto (the "Purchased Securities"). Each of the provisions of the Distribution Agreement not specifically related to the solicitation by [Goldman, Sachs & Co.] [Salomon Brothers Inc], as agent[s] of the Company, of offers to purchase Securities is incorporated herein by reference in its entirety, and shall be deemed to be part of this Terms Agreement to the same extent as if such provisions had been set forth in full herein. Nothing contained herein or in the Distribution Agreement shall make any party hereto an agent of the Company or make such party subject to the provisions therein relating to the solicitation of offers to purchase securities from the Company, solely by virtue of its execution of this Terms Agreement. Each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Terms Agreement, except that each representation and warranty in Section 1 of the Distribution Agreement which makes reference to the Prospectus shall be deemed to be a representation and warranty as of the date of the Distribution Agreement in relation to the Prospectus (as therein defined), and also a representation and warranty as of the

date of this Terms Agreement in relation to the Prospectus as amended and supplemented to relate to the Purchased Securities.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Purchased Securities, in the form heretofore delivered to you is now proposed to be filed with the Commission.

Subject to the terms and conditions set forth herein and in the Distribution Agreement incorporated herein by reference, the Company agrees to issue and sell to [Goldman, Sachs & Co.] [Salomon Brothers Inc] and [Goldman, Sachs & Co.] [Salomon Brothers Inc] agree[s] to purchase from the Company the Purchased Securities, at the time and place, in the principal amount and at the purchase price set forth in the Schedule hereto.

If the foregoing is in accordance with your understanding, please sign and return to us two counterparts hereof, and upon acceptance hereof by you this letter and such acceptance hereof, including those provisions of the Distribution Agreement incorporated herein by reference, shall constitute a binding agreement between you and the Company.

Kimberly-Clark Corporation

By: _____

Accepted:

[_____
(Goldman, Sachs & Co.)]

[Salomon Brothers Inc

By: _____
[Title]]

Schedule to Annex I

Title of Purchased Securities:

[% Notes due] [Medium-Term Notes]

Aggregate Principal Amount:

\$

[Price to Public:]

Purchase Price by [Goldman, Sachs & Co.]
[Salomon Brothers Inc]

% of the principal amount of the Purchased Securities, plus
accrued interest from to [and accrued amortization, if any, from
to]

Method of and Specified Funds for Payment of Purchase Price:

[By certified or official bank check or checks, payable to the order of
the Company, in [[New York] Clearing House] [immediately available]
funds

[By wire transfer to a bank account specified by the Company in [next
day] [immediately available] funds]

Indenture:

Indenture, dated as of January 15, 1983, between the
Company and Bank of America National Trust and Savings Association, as
successor Trustee pursuant to a Tripartite Agreement, dated as of
December 20, 1984, among the Company, Citibank, N.A. and the Trustee, as
supplemented by Supplemental Indenture No. 1, dated as of June 1, 1987,
between the Company and the Trustee

Issuing and Paying Agent:

Chemical Bank
55 Water Street
New York, New York 10041

Time of Delivery:

Closing Location:

Maturity:

Interest Rate:

[%]

Interest Payment Dates:

[months and dates]

Documents to be Delivered:

The following documents referred to in the Distribution Agreement shall be delivered as a condition to the Closing:

[(1) The opinion or opinions referred to in Section 4 (g).]

[(2) The opinion referred to in Section 4(h).]

[(3) The accountants' letter referred to in Section 4(i).]

[(4) The officers' certificate referred to in Section 4(j).]

Syndicate Provisions:

[Set forth any provisions relating to underwriters' default and step-up of amounts to be purchased by underwriters acting with Goldman, Sachs & Co. or Salomon Brothers Inc, as the case may be.]

Kimberly-Clark Corporation

ADMINISTRATIVE PROCEDURE

Medium-term debt securities (the "Securities") in the aggregate principal amount of up to \$100,000,000 are to be offered from time to time by Kimberly-Clark Corporation (the "Company"), through Goldman, Sachs & Co. and Salomon Brothers Inc, as agents of the Company (together, in such capacity, the "Agents"). Each Agent has agreed to use its best efforts to solicit offers to purchase Securities directly from the Company (an Agent, in relation to a purchase of a particular Security by a purchaser solicited by such Agent, being herein referred to as the "Selling Agent") and may also purchase Securities from the Company as principal. The Securities are being sold pursuant to a Distribution Agreement, dated January 14, 1988 (the "Distribution Agreement"), between the Company and the Agents, to which this Administrative Procedure is attached as Annex II. The Company has reserved the right to sell Securities directly on its own behalf.

The Securities will be issued under an indenture, dated as of January 15, 1983, between the Company and Bank of America National Trust and Savings Association, as successor Trustee (the "Trustee") pursuant to a Tripartite Agreement, dated as of December 20, 1984, among the Company, Citibank, N.A. and the Trustee, as supplemented by Supplemental Indenture No. 1, dated as of June 1, 1987, between the Company and the Trustee (the indenture, as so amended and supplemented, the "Indenture") and pursuant to an Issuing and Paying Agency Agreement, dated as of January 14, 1988 (the "Issuing Agency Agreement"), between the Company and Chemical Bank, as issuing and paying agent (the "Issuing Agent"). The Securities will rank equally and ratably with other unsecured and unsubordinated indebtedness of the Company and will have been registered with the Securities and Exchange Commission (the "Commission")

In the case of purchases of Securities by Goldman, Sachs & Co. or Salomon Brothers Inc, as principal, the relevant terms and settlement details related thereto, including the Time of Delivery referred to in Section 2 (b), will be set forth in a Terms Agreement entered into between Goldman, Sachs & Co. or Salomon Brothers Inc and the Company pursuant to the Distribution Agreement.

The procedures to be followed during, and the specific terms of, the solicitation of offers by the Agents and the sale as a result thereof by the Company are explained below. The following summaries of certain provisions of the Distribution Agreement and the Indenture

do not purport to be complete and are subject, and are qualified in their entirety by reference, to all of the respective provisions of the Distribution Agreement and the Indenture.

Administrative and record-keeping responsibilities will be handled for the Company by its Treasurer's Office. The Company will advise each Agent in writing of those persons handling administrative responsibilities ("Designated Persons") with whom such Agent is to communicate regarding offers to purchase Securities and the details of their delivery.

Maturities: Each Security will mature on a date, selected by the purchaser and agreed to by the Company, which will be at least 18 months but not more than 10 years from the date of issuance.

Price to Public: Each Security will be issued at 100% of its principal amount, unless otherwise specified in a Pricing Supplement (as defined below under "Acceptance of Offers") or a Terms Agreement.

Denominations: The denominations will be \$100,000 and any integral multiple of \$1,000 in excess thereof.

Registration: Securities will be issued only in fully registered form.

Interest Payments: Interest payments will be made on each January 15 and July 15 in each year (the "Interest Payment Dates"), commencing on the first Interest Payment Date after the Settlement Date (as defined below under "Settlement"), and at maturity. Interest payments will be made on the Interest Payment Dates to the registered owners at the close of business on the immediately preceding January 1 and July 1 record dates, respectively. Interest will begin to accrue on the Settlement Date, as hereafter defined, and not from the immediately previous Interest Payment Date. Interest payable at maturity (other than on a date which is an Interest Payment Date) will be paid to the same person to whom the

principal is payable. Interest (including payments for partial periods) will be calculated on the basis of a 360-day year of twelve 30-day months. All interest payments (other than interest due at maturity) will be made by check, drawn on the Issuing Agent, or, upon receipt by the Issuing Agent, at least 15 days prior to any date for payment, of written instructions from a holder of not less than \$1,000,000 aggregate principal amount of Securities, by wire transfer (or other electronic means) to a United States dollar account maintained by the payee at any United States depository institution with appropriate facilities for receiving such a transfer.

On the fifth business day immediately preceding each Interest Payment Date, the Issuing Agent will advise the Company of the aggregate amount of interest to be paid on the Securities on such Interest Payment Date. The Issuing Agent will provide monthly to the Company's Treasurer's Office a list of the principal and interest to be paid on Securities maturing in the next succeeding month. The Issuing Agent will assume responsibility for withholding taxes on interest paid as required by law.

Acceptance of Offers:

Subject to the next sentence, each Agent will promptly advise the Company by telephone or other appropriate means of all reasonable offers to purchase Securities. Each Agent may, in its discretion reasonably exercised, reject any offer received by it in whole or in part. The Company will have the sole right to accept offers to purchase Securities and may reject any such offer in whole or in part.

If the Company accepts an offer to purchase Securities, it will confirm such acceptance in writing to the

Selling Agent and the Issuing Agent.
If the Company rejects an offer, it will
promptly notify the Agent involved.

If the Company accepts an offer to purchase a Security, the Company will prepare a pricing supplement reflecting the terms of such Security (each a "Pricing Supplement") and will arrange to have 10 Pricing Supplements filed with the Commission not later than the close of business of the Commission on the fifth business day following such acceptance of an offer to purchase such Security and will supply at least ten Pricing Supplements to the Selling Agent.

Delivery of Prospectus: With respect to each Security sold pursuant to the Distribution Agreement, the Selling Agent shall send a copy of the Prospectus Supplement (together with a Pricing Supplement relating to such Security), to the customer or its agent prior to or together with the earlier of delivery of (a) the written confirmation of sale sent to such customer or agent or (b) the Security or due bill to such customer or agent.

Confirmation: The Selling Agent will issue a written confirmation to each purchaser containing the Sale Information (as defined below), plus delivery and payment instructions.

Settlement: Unless special arrangements have been made, all offers solicited by the Agents and accepted by the Company will be settled on the fifth business day after the date of acceptance. At the request of the purchaser, the Company may in its discretion allow for settlement on any business day subsequent to the date of acceptance or, with respect to offers accepted by the Company by 10:00 a.m., on the date of acceptance. The day of settlement

is referred to herein as the "Settlement Date".

Prior to 3:00 p.m., New York City time, on the business day prior to the Settlement Date, the Company will instruct the Issuing Agent by facsimile transmission or other acceptable written means to authenticate and deliver the Securities no later than 12:00 noon, New York City time, on the Settlement Date.

If the Settlement Date is the same day as the date of acceptance, then prior to 11:00 a.m., New York City time, on the Settlement Date the Company will instruct the Issuing Agent by facsimile transmission or other acceptable means to authenticate and deliver the notes no later than 2:15 p.m., New York City time, on the Settlement Date.

Details for Settlement:

The Selling Agent must communicate the following information (the "Sale Information") from the purchaser to a Designated Person by telephone (confirmed in writing), facsimile transmission or other acceptable written means:

- (1) Name of the registered owner,
- (2) Address of the registered owner (including address for interest payments, if different, and wire transfer instructions for interest payments, if applicable),
- (3) Taxpayer identification number of the registered owner,
- (4) Principal amount of the purchase,
- (5) Date of Security,
- (6) Interest rate,
- (7) Settlement Date (which shall be the Original Issue Date),
- (8) Maturity date,
- (9) Denominations of certificate[s],

- (10) Selling Agent's commission (to be paid as a discount from gross proceeds of sale),
- (11) Net proceeds to the Company, and
- (12) Delivery instructions.

After receiving the Sale Information from the Selling Agent, and, after recording the Sale Information and any necessary calculations, the Company will communicate such Sale Information by telephone (confirmed in writing), facsimile transmission or other acceptable written means, to the Issuing Agent. Prior to preparing the Securities for delivery, the Issuing Agent will promptly confirm the Sale Information, if necessary, by telephone with the Selling Agent. The Issuing Agent will assign to and enter on each Security a transaction number.

Delivery of Securities:

The Issuing Agent will prepare and authenticate the pre-printed 4-ply Security packet containing the following documents in forms approved by the Company, the Selling Agent and the Issuing Agent:

- 1. Security with customer receipt.
- 2. Stub1 - For the Selling Agent.
- 3. Stub2 - For the Company.
- 4. Stub3 - For the Issuing Agent.

The Issuing Agent will deliver a Security to the Selling Agent for the benefit of the purchaser against receipt therefor and, later the same day, receipt by the Company directly from the Selling Agent, of an amount in immediately available funds equal to the face amount of the Security less the Selling Agent's commission. The Selling Agent will obtain a written acknowledgement from the purchaser of the receipt of such Security.

Failures:

In the event that a purchaser shall fail to accept delivery of and make payment for any Security, the Selling Agent

will forthwith notify the Issuing Agent and the Company's Treasurer's Office by telephone (confirmed in writing) or by facsimile transmission. If the Security has been delivered to the Selling Agent on behalf of the purchaser, the Selling Agent will immediately return the Security to the Issuing Agent. Immediately after receipt of such Security by the Issuing Agent, the Company will repay any funds advanced in respect of such Security by the Selling Agent to such Selling Agent. If such failure shall have occurred for any reason other than default by the Selling Agent in the performance of its obligations under the Distribution Agreement, the Company will reimburse the Selling Agent on an equitable basis for its loss of the use of the funds during the period when they were credited to the account of the Company.

Immediately upon receipt of the certificate representing the Security in respect of which the failure occurred, the Issuing Agent will cancel the Security, make appropriate entries in its records and, unless otherwise instructed by the Company, destroy the certificate.

Payment
Maturity:

Upon presentation of each Security at maturity, the Issuing Agent will pay the principal amount of such Security, together with accrued interest due at maturity, in immediately available funds. The Issuing Agent will cancel Securities presented at maturity as provided in the Issuing Agency Agreement, and, unless otherwise instructed by the Company, forward them directly to the Company's Treasurer's Office with an appropriate debit advice.

Suspension of
Solicitation;
Amendment or
Supplement:

Subject to its representations, warranties and covenants contained in the Distribution Agreement, the Company may instruct the Agents to

suspend solicitation of offers to purchase Securities at any time. As soon as practicable, but in any event not later than one business day after, the Agents will suspend solicitation until such time as the Company has advised the Agents that solicitation of offers to purchase Securities may be resumed. Except as otherwise provided for in the Distribution Agreement, the Company has discretion regarding whether to amend or supplement the Registration Statement or Prospectus. If the Company proposes so to amend or supplement, it will promptly advise the Agents and will furnish the Agents such proposed amendment or supplement and, after the Agents have been afforded a reasonable opportunity to review such amendment or supplement, will cause such amendment or supplement promptly to be filed with, or mailed for filing to, the Commission. The Company will promptly provide the Agents with copies of any such amendment or supplement and confirm to the Agents that such amendment or supplement has been filed with the Commission.

In the event that at the time the Agents suspend solicitation of offers to purchase Securities there shall be any orders for delayed settlement outstanding, the Company, consistent with its obligations under the Distribution Agreement, promptly will advise the Agents whether such orders may be settled and whether copies of the Prospectus as in effect at the time of the suspension may be delivered in connection with the settlement of such orders. The Company will have the sole responsibility for such decision and for any arrangements which may be made in the event that the Company determines that such orders may not be settled or that copies of such Prospectus may not be so delivered.

Authenticity of
Signatures:

The Company will cause the issuing Agent to furnish the Agents from time to time with the specimen signatures of each of the Issuing Agent's officers, employees or agents who have been authorized by the Issuing Agent to authenticate Securities, but the Agents will have no obligation or liability to the Company or the Issuing Agent in respect of the authenticity of the signature of any officer, employee or agent of the Company or the Issuing Agent on any Security.

Advertising Cost:

The Company will determine with the Agents the amount of advertising that may be appropriate in the solicitation of offers to purchase the Securities. Advertising expenses will be paid by the Company.

Pursuant to Section 4(i) and Section 6(d), as the case may be, of the Distribution Agreement, Deloitte Haskins & Sells shall furnish letters to the effect that:

(i) They are independent certified public accountants with respect to the Company and its subsidiaries within the meaning of the Act and the applicable published rules and regulations thereunder, and the information, if any, with respect to them required to be given in response to Item 10 of Form 5-3 and set forth in the Prospectus is correct;

(ii) In their opinion, the financial statements and schedules examined by them and included or incorporated by reference in the Prospectus or any amendment or supplement there to prior to the date of such letter comply as to form in all material respects with the applicable accounting requirements of [the Act or] the Exchange Act[, as applicable,] and the published rules and regulations thereunder;

(iii) On the basis of having carried out certain specified procedures (but not an examination in accordance with generally accepted auditing standards) which would not necessarily reveal matters of significance with respect to the comments set forth below, including a reading of the unaudited financial statements and schedules and other information referred to below, a reading of the latest interim financial statements made available by the Company, a reading of the minutes of the meetings of the Board of Directors, Executive Committee and Finance Committee of the Company since December 31, 198[] [date of last audited financial statements], inquiries of certain officials of the Company who have responsibility for financial and accounting matters and such other inquiries and procedures as may be specified in such letter, nothing came to their attention that caused them to believe that:

[(A) the unaudited financial statements included or incorporated by reference in the Prospectus or any amendment or supplement thereto prior to the date of such letter, do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act and the published rules and regulations thereunder as they relate to Form 10-Q or are not fairly presented in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited consolidated financial statements included or incorporated by reference in the Company's Annual Report on

Form 10-K for the year ended December 31, 198[] (the "Annual Report");]

[(B) the unaudited information with respect to the Company's consolidated financial position and consolidated results of operations as of and for the [three] [six] [nine] months ended [March 31] [June 30] [September 30], 198[] and 198[] included in the Prospectus or any such amendment or supplement there to under the caption " " does not agree with the corresponding amounts in the unaudited consolidated financial statements referred to in Clause (A) or was not determined on a basis substantially consistent with that of the corresponding amounts in the audited consolidated financial statements included or incorporated by reference in the Annual Report;]

[(C) the internal unaudited financial statements for the month[s] ended , 198[] and 198[], which were not included in the Prospectus or any such amendment or supplement thereto but from which were derived certain unaudited financial information included in the Prospectus or any such amendment or supplement thereto in text under the caption " ", are not stated on a basis substantially consistent with that of the audited financial statements included in the Prospectus;]

[(D) certain unaudited financial information included in the Prospectus or any such amendment or supplement thereto in text under the caption " " does not agree with the corresponding amounts in the internal unaudited financial statements referred to in Clause (C) or was not determined on a basis substantially consistent with that of the corresponding amounts in the audited financial statements included in the Prospectus or any such amendment or supplement thereto;]

(E) as of a specified date not more than five days prior to the date of delivery of such letter, there have been any changes in the capital stock or long-term debt of the Company and its subsidiaries or) a consolidated basis, or any decreases in consolidated net current assets or consolidated net assets of the Company and its subsidiaries, in each case as compared with amounts shown in the balance sheet of the Company and its subsidiaries as of , 198[] [date of last Form 10-Q financial statements included or incorporated by reference in the Prospectus or any such amendment or supplement thereto] included or

incorporated by reference in the Prospectus or any such amendment or supplement thereto, except in each case for changes or decreases which the Prospectus or any such amendment or supplement thereto discloses have occurred or may occur and/or which are described in such letter; and

(F) for the period from _____, 198[] [date of the last Form 10-Q financial statements included or incorporated by reference in the Prospectus or any such amendment or supplement thereto] to such specified date there were any decreases in consolidated net sales, income before income taxes or the total or per share amounts of net income, in each case as compared with the comparable period of the preceding year, except in each case for decreases which the Prospectus or any such amendment or supplement there to discloses have occurred or may occur and/or which are described in such letter; and

(iv) In addition, they have performed certain specified procedures, not constituting an audit, with respect to certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Company and its subsidiaries) which appear in the Prospectus or any such amendment or supplement thereto (excluding documents incorporated by reference) [and in Exhibit[s] 12 [and] to the Registration Statement], in the Annual Report and Exhibit[s] [and] thereto, and in the Company's Quarterly Report[s] for the quarter[s] ended [March 31] [and] [,] [June 30] [and September 30], 198[] and Exhibit[s] [and] thereto, and which are specified by the Agent[s] and have compared certain of such amounts, percentages and financial information with the accounting records of the Company and its subsidiaries and have found them to be in agreement, excluding any questions of legal interpretation.

All references in this Annex III to the Prospectus shall be deemed to refer to the Prospectus (including the documents incorporated by reference therein) as defined in the Distribution Agreement as of the Commencement Date referred to in Section 6(d) thereof and to the Prospectus as amended or supplemented (including the documents incorporated by reference therein) as of the date of the amendment, supplement, incorporation or the Time of Delivery relating to the Terms Agreement requiring the delivery of such letter under Section 4(i) thereof.

FIRST SUPPLEMENTAL INDENTURE, dated as of November 6, 1992, between Kimberly-Clark Corporation, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), and Bank of America National Trust and Savings Association, a national banking association duly incorporated and existing under the laws of the United States, as successor Trustee (herein called the "Trustee").

RECITALS

The Company has heretofore executed and delivered to the Trustee a First Amended and Restated Indenture dated as of March 1, 1988 (herein called the "Indenture"), pursuant to which one or more series of unsecured debentures, notes or other evidences of indebtedness of the Company (herein called the "Securities") may be issued from time to time. All terms used in this First Supplemental Indenture which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The Company desires and has requested the Trustee to join with it in the execution and delivery of this First Supplemental Indenture for the purpose of amending Articles One, Two, Three and Eleven of the Indenture in order to permit the issuance of Securities in the form of global securities.

Section 901(9) of the Indenture provides that a supplemental indenture may be entered into by the Company

and the Trustee without the consent of any Holders to make provisions with respect to matters arising under the Indenture which do not adversely affect the interests of the Holders of Securities of any series in any material respect.

The Company has furnished the Trustee with (i) an Opinion of Counsel stating that the execution of the First Supplemental Indenture is authorized or permitted by the Indenture, (ii) an Officer's Certificate stating that all conditions precedent provided for in the Indenture with respect to this First Supplemental Indenture have been complied with, and (iii) a copy of the resolutions of its Board of Directors, certified by its Secretary, pursuant to which this First Supplemental Indenture has been authorized.

All things necessary to make this First Supplemental Indenture a valid agreement of the Company and the Trustee and a valid amendment of and supplement to this Indenture have been done.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities or of any series thereof, as follows:

ARTICLE ONE

SECTION 101. Section 101 of the Indenture is amended to include therein the following provisions:

(a) After the definition of Defaulted Interest:

"'Depository' means, with respect to the Securities of any series issuable or issued in whole or in part in the form of one or more Global Securities, the Person designated as Depository for such series by the Company pursuant to Section 301."

(b) After the definition of Event of Default:

"'Global Security' means a Security in the form prescribed in Section 203 evidencing all or part of a series of Securities, issued to the Depository for such series or its nominee and registered in the name of such Depository or nominee."

SECTION 102. Section 104 of the Indenture is amended by adding, at the end thereof, the following:

"(e) The Company may, in the circumstances permitted by the Trust Indenture Act, fix any day as the record date for the purpose of determining the Holders of Securities of any series entitled to give or take any request, demand, authorization, direction, notice, consent, waiver or other action, or to vote on any action, authorized or permitted to be given or taken by Holders of Securities of such series. If not set by the Company prior to the first solicitation of a Holder of Securities of such series

made by any Person in respect of any such action, or, in the case of any such vote, prior to such vote, the record date for any such action or vote shall be the 30th day (or, if later, the date of the most recent list of Holders required to be provided pursuant to Section 701) prior to such first solicitation or vote, as the case may be. With regard to any record date for action to be taken by the Holders of one or more series of Securities, only the Holders of Securities of such series on such date (or their duly designated proxies) shall be entitled to give or take, or vote on, the relevant action."

SECTION 103. A new Section 203 is added, to read in its entirety as follows:

"SECTION 203. Additional Provisions Required in Global Security.

Any Global Security issued hereunder shall, in addition to the other provisions set forth in or determined pursuant to the provisions hereof, bear a legend as follows:

'This Security is a Global Security within the meaning of the Indenture hereinafter referred to and is registered in the name of a Depository or a nominee of a Depository. This Global Security is exchangeable for Securities registered in the name of a person other than the Depository or its nominee only in the limited circumstances hereinafter described and may not be transferred except as a whole by the Depository to a

nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository.'

In addition, such Global Security shall contain the following provision:

'This Security is a Global Security and shall be exchangeable for Securities registered in the names of Persons other than the Depository with respect to this Global Security or its nominee only if (x) such Depository notifies the Company that it is unwilling or unable to continue as Depository for this Global Security or at any time ceases to be a clearing agency registered as such under the Securities Exchange Act of 1934, as amended or (y) the Company executes and delivers to the Trustee a Company Order that this Global Security shall be exchangeable. If this Global Security is exchangeable pursuant to the preceding sentence, it shall be exchangeable for Securities issuable in denominations of \$1,000 and any integral multiple thereof, registered in such names as such Depository shall direct.'"

SECTION 104. The word "and" is deleted at the end of Section 301(15) of the Indenture, Section 301(16) of the Indenture is renumbered Section 301(17) and a new Section 301(16) is added, to read in its entirety as follows:

"(16) whether the Securities of the series shall be issued in whole or in part in the form of one or more Global Securities and, in such case, the Depository for such Global Security or Securities; and"

SECTION 105. The following paragraphs are appended to the end of Section 305 of the Indenture.

"Notwithstanding the foregoing, except as otherwise specified as contemplated by Section 301, a Global Security of any series shall be exchangeable pursuant to this Section for Securities registered in the names of Persons other than the Depository with respect to such series or its nominee only as provided in this paragraph. A Global Security shall be exchangeable pursuant to this Section if (x) such Depository notifies the Company that it is unwilling or unable to continue as Depository for such series or at any time ceases to be a clearing agency registered as such under the Securities Exchange Act of 1934, as amended or (y) the Company executes and delivers to the Trustee a Company Order that such Global Security shall be so exchangeable. Any Global Security that is exchangeable pursuant to the preceding sentence shall be exchangeable for Securities issuable in denominations of \$1,000 and any integral multiple thereof, registered in such names as the Depository for such Global Security shall direct.

Notwithstanding any other provision of this Section, a Global Security may not be transferred except as a whole by the Depository to a nominee of such Depository or by a nominee of such Depository to such Depository or another nominee of such Depository."

SECTION 106. The following paragraph is appended to the end of Section 308 of the Indenture:

"No holder of any beneficial interest in any Global Security held on its behalf by a Depository shall have any rights under this Indenture with respect to such Global Security, and such Depository may be treated by the Company, the Trustee, and any agent of the Company or the Trustee as the owner of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall impair, as between a Depository and such holders of beneficial interests, the operation of customary practices governing the exercise of the rights of the Depository as Holder of any Security."

SECTION 107. Section 1107 of the Indenture is amended to read in its entirety as follows:

"SECTION 1107. Securities Redeemed in Part.

Any Security (including any Global Security) which is to be redeemed only in part shall be surrendered at a Place of Payment therefor (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument or transfer in form satisfactory to the Company

and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Security without service charge, a new Security or Securities of the same series, of any authorized denomination as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Security so surrendered; provided, that if a Global Security is so surrendered, the new Global Security shall be in a denomination equal to the unredeemed portion of the principal of the Global Security so surrendered."

ARTICLE II

SECTION 201. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

KIMBERLY- CLARK CORPORATION

By /s/ W. ANTHONY GAMRON

Attest:

/s/ RONALD D. MCCRAY

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, Trustee

By /s/ CLARENCE EAGLIN

Attest:

/s/ AGANO OCTERIA

STATE OF TEXAS)
) SS.:
COUNTY OF DALLAS)

On the 2nd day of November, 1992, before me personally came W. Anthony Gamron to me known, who, being by me duly sworn, did depose and say that he is VP & Treasurer of Kimberly-Clark Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

/s/ PATRICIA A. THEISS

STATE OF CALIFORNIA)
) SS.:
COUNTY OF SAN FRANCISCO)

On the 4 day of November, 1992, before me personally came Clarence Eaglin, to me known, who, being by me duly sworn, did depose and say that he is a trust Officer of Bank of America National Trust and Savings Association, one of the corporations described in and which executed the foregoing instrument, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

/s/ KRISTIN M. BOETTGER

OFFICE SEAL
KRISTIN M. BOETTGER
{SEAL} Notary Public-California
SAN FRANCISCO COUNTY
My commission Expires
May 16, 1994

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE, dated as of May 25, 1994, between Kimberly-Clark Corporation, a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), and Bank of America National Trust and Savings Association, a national banking association duly incorporated and existing under the laws of the United States, as successor trustee (herein called the "Trustee").

RECITALS

The Company has heretofore executed and delivered to the Trustee a First Amended and Restated Indenture dated as of March 1, 1988 (herein called the "Indenture"), pursuant to which one or more series of unsecured debentures, notes or other evidences of indebtedness of the Company (herein called the "Securities") may be issued from time to time. All terms used in this Second Supplemental Indenture which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The Company desires and has requested the Trustee to join with it in the execution and delivery of this Second Supplemental Indenture for the purpose of amending Section 1102 of the Indenture.

Section 901(9) of the Indenture provides that a supplemental indenture may be entered into by the Company and the Trustee without the consent of any Holders to make provisions with respect to matters arising under the Indenture which do not adversely affect the interests of the Holders of Securities of any series in any material respect.

The Company has furnished the Trustee with (i) an Opinion of Counsel stating that the execution of the Second Supplemental Indenture is authorized and permitted by the Indenture, (ii) an Officer's Certificate stating that all conditions precedent provided for in the Indenture with respect to this Second Supplemental Indenture have been complied with, and (iii) a copy of the resolution of its Special Committee of the Board of Directors, certified by its Secretary, pursuant to which this Second Supplemental Indenture has been authorized.

All things necessary to make this Second Supplemental Indenture a valid agreement of the Company and the Trustee and a valid amendment of and supplement to this Indenture have been done.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities or of any series thereof, as follows:

ARTICLE ONE

SECTION 101. Section 1102 of the Indenture is amended to read in its entirety as follows:

SECTION 1102. Election to Redeem; Notice to Trustee.

The election of the Company to redeem any Securities shall be evidenced by a Board Resolution. In case of any redemption at the election of the Company of less than all the Securities of any series, the Company shall, at least 45 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of Securities of such series to be redeemed; provided, however, that in the case of any Securities issued on or after April 1, 1994, such notice shall be given by the Company on such day, not less than 5 Business Days prior to the last date for mailing notice of redemption to the Holders of such Securities prior to such Redemption Date (unless a shorter notice shall be satisfactory to the Trustee in its sole discretion), as the Company, in its sole discretion shall determine. In the case of any redemption of Securities prior to the expiration of any restriction on such redemption provided in the terms of such Securities, the Company shall furnish the Trustee with an Officers' Certificate evidencing compliance with such restriction.

ARTICLE II

SECTION 201. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

KIMBERLY-CLARK CORPORATION

By: /s/ John W. Donehower

Name: John W. Donehower
Title: Senior Vice President and
Chief Financial Officer

Attest:

/s/ David M. Dolan

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, TRUSTEE

By: /s/ Kristin M. Boettger

Name: Kristin M. Boettger

Title: Senior Trust Officer

Attest:

/s/ Ayaro Ostanie

STATE OF TEXAS)
) s.:
COUNTY OF DALLAS)

On the 25th day of May, 1994, before me personally came John W. Donehower, to me known, who, being by me duly sworn, did depose and say that he is Senior Vice President and Chief Financial Officer of Kimberly-Clark Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Special Committee of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

/s/ Patricia A. Theiss

Notary Public

My Commission Expires 1/28/96.

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On the 27th day of May, 1994, before me personally came Kristin M. Boettger, to me known, who, being by me duly sworn, did depose and say that he is Trust Officer of Bank of America National Trust and Savings Association, one of the corporations described in and which executed the foregoing instrument, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

/s/ Norma L. Cantora

Notary Public
My Commission Expires 9/19/94.

I:\USERS\DOLAND\FINANCE\DEBENTUR\SUPINDEN.2ND

June 17, 1994

Kimberly-Clark Corporation
P. O. Box 619100
Dallas, Texas 75261-9100

Re: Registration Statement on Form S-3

Gentlemen:

I am Senior Vice President - Law and Government Affairs of Kimberly-Clark Corporation (the "Corporation"), and have acted as counsel in connection with (i) the registration statement being filed by the Corporation with the Securities and Exchange Commission (the "Commission") with regard to the registration under the Securities Act of 1933, as amended (the "Act"), of \$200,000,000 aggregate principal amount of debt securities of the Corporation (the "Debt Securities"), and (ii) the First Amended and Restated Indenture dated as of March 1, 1988, as supplemented by the First Supplemental Indenture thereto dated as of November 6, 1992, and the Second Supplemental Indenture thereto dated as of May 25, 1994 (the "Indenture"), between the Corporation and Bank of America National Trust and Savings Association, as successor trustee (the "Trustee"), pursuant to which Indenture the Debt Securities are to be issued. The registration statement (including the exhibits thereto and all documents or portions thereof incorporated therein by reference) is hereinafter collectively called the "Registration Statement."

I am familiar with the proceedings to date with respect to the proposed issuance and sale of the Debt Securities. In addition, in connection with this opinion, I have examined an executed copy of the Registration Statement and the Indenture, and such corporate and other documents and records, and certificates of officers of the Corporation, as I have deemed necessary for the purposes of this opinion. In stating my opinion I have assumed the genuineness of all signatures of, and the authority of, persons signing any documents or records on behalf of parties other than the Corporation, the authenticity of all documents submitted to me as originals and the conformity to authentic original documents of all documents submitted to me as certified or photostatic copies.

Based upon the foregoing, I am of the opinion that:

1. The Corporation has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware.
2. The Corporation has the corporate power to authorize and sell the Debt Securities.

June 17, 1994

3. The Debt Securities will be legally issued and binding obligations of the Corporation (except as may be limited by bankruptcy, insolvency, reorganization or other laws of general applicability relating to or affecting the enforcement of creditors' rights or by general principles of equity) when: (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), shall have become effective under the Act; (ii) the Corporation's Board of Directors or a duly authorized committee thereof shall have duly adopted resolutions authorizing the issuance and sale of the Debt Securities as contemplated by the Registration Statement and the Indenture; and (iii) the Debt Securities shall have been duly executed, authenticated and delivered to the purchasers thereof against payment of the agreed consideration therefor.

For purposes of this opinion, I have assumed that there will be no changes in the laws currently applicable to the Corporation and that such laws will be the only laws applicable to the Corporation.

I express no opinion as to the application of the securities or Blue Sky laws of the various states to the sales of the Debt Securities.

I hereby consent to the filing of this opinion as an Exhibit to the Registration Statement and to the use of my name under the caption "Validity of Debt Securities" in the Prospectus and the Prospectus Supplement relating to the Registration Statement which are reviewed and approved by me prior to the distribution of such Prospectus and Prospectus Supplement and the filing thereof with the Commission.

Very truly yours,

/s/ O. George Everbach

O. George Everbach

OGE/DMD/pat

KIMBERLY-CLARK CORPORATION AND SUBSIDIARIES

Computation of Ratio of Earnings to Fixed Charges
(Dollar amounts in millions)

	Year Ended December 31					Three Months Ended March 31	
	1993	1992	1991	1990	1989	1994	1993
CONSOLIDATED COMPANIES							
Income before income taxes.....	\$713.0	\$461.9	\$684.3	\$660.8	\$630.8	\$183.6	\$174.7
Interest expense	112.6	99.4	102.1	88.1	68.2	31.1	26.1
Interest factor in rent expense..	23.1	26.4	22.6	20.8	11.0	6.2	7.2
Amortization of capitalized interest	5.7	5.7	4.7	4.1	3.4	1.4	1.4
EQUITY AFFILIATES							
Share of 50%-owned:							
Income before income taxes	34.6	39.3	28.2	21.3	19.8	9.5	6.5
Interest expense	7.6	3.1	5.1	8.6	8.8	1.9	2.0
Interest factor in rent expense	.6	.6	.7	.7	.5	.1	.1
Amortization of capitalized interest6	.3	.2	.2	.1	.1	.1
Distributed income of less than 50%-owned	41.4	41.7	43.4	33.2	39.2	-	-
Earnings	\$939.2	\$678.4	\$891.3	\$837.8	\$781.8	\$233.9	\$218.1
CONSOLIDATED COMPANIES							
Interest expense	\$112.6	\$ 99.4	\$102.1	\$ 88.1	\$ 68.2	\$ 31.1	\$ 26.1
Capitalized interest	19.0	18.6	14.7	20.3	20.2	2.3	6.1
Interest factor in rent expense	23.1	26.4	22.6	20.8	11.0	6.2	7.2
EQUITY AFFILIATES							
Share of 50%-owned:							
Interest expense and capitalized interest ...	8.1	8.1	7.1	9.0	9.3	1.9	2.1
Interest factor in rent expense6	.6	.7	.7	.5	.1	.1
Fixed charges	\$163.4	\$153.1	\$147.2	\$138.9	\$109.2	\$ 41.6	\$ 41.6
Ratio of earnings to fixed charges	5.75	4.43(a)	6.06	6.03	7.16	5.62	5.24

(a) The 1992 ratio of earnings to fixed charges excluding the pretax restructuring charge of \$250.0 million was 6.06.

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Kimberly-Clark Corporation on Form S-3 of our report dated January 28, 1994 appearing in the Current Report on Form 8-K of Kimberly-Clark Corporation dated February 17, 1994, and our reports dated January 28, 1994, appearing in and incorporated by reference in the Annual Report on Form 10-K of Kimberly-Clark Corporation for the year ended December 31, 1993. Such reports include an explanatory paragraph concerning the Corporation's changes in its methods of accounting for income taxes and postretirement benefits other than pensions to conform with Statements of Financial Accounting Standards No. 109 and No. 106, respectively. We also consent to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche

DELOITTE & TOUCHE
Dallas, Texas

June 17, 1994

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 17th day of February, 1994.

/s/ John F. Bergstrom

John F. Bergstrom

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

I, Clairene Jorella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John F. Bergstrom, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1994.

/s/ Clairene Jorella

Clairene Jorella
Notary Public

My Commission Expires July 30, 1997

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 17th day of February, 1994.

/s/ Pastora San Juan Cafferty

Pastora San Juan Cafferty

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

I, Clairene Jorella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Pastora San Juan Cafferty, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1994.

/s/ Clairene Jorella

Clairene Jorella
Notary Public

My Commission Expires July 30, 1997

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 17th day of February, 1994.

/s/ Paul J. Collins

Paul J. Collins

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

I, Clairene Jorella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul J. Collins, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1994.

/s/ Clairene Jorella

Clairene Jorella
Notary Public

My Commission Expires July 30, 1997

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 17th day of February, 1994.

/s/ Claudio X. Gonzalez

Claudio X. Gonzalez

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

I, Clairene Jorella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Claudio X. Gonzalez, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1994.

/s/ Clairene Jorella

Clairene Jorella
Notary Public

My Commission Expires July 30, 1997

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 17th day of February, 1994.

/s/ Phala A. Helm, M.D.

Phala A. Helm, M.D.

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

I, Clairene Jorella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phala A. Helm, M.D., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1994.

/s/ Clairene Jorella

Clairene Jorella
Notary Public

My Commission Expires July 30, 1997

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 17th day of February, 1994.

/s/ Louis E. Levy

Louis E. Levy

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

I, Clairene Jorella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Louis E. Levy, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1994.

/s/ Clairene Jorella

Clairene Jorella
Notary Public

My Commission Expires July 30, 1997

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 25th day of February, 1994.

/s/ Frank A. McPherson

Frank A. McPherson

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

I, Jennine L. Mashburn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank A. McPherson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of February, 1994.

/s/ Jennine L. Mashburn

Jennine L. Mashburn
Notary Public

My Commission Expires May 15, 1994

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 17th day of February, 1994.

/s/ H. Blair White

H. Blair White

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

I, Clairene Jorella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that H. Blair White, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1994.

/s/ Clairene Jorella

Clairene Jorella
Notary Public

My Commission Expires July 30, 1997

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 17th day of February, 1994.

/s/ James D. Bernd

James D. Bernd

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

I, Clairene Jorella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James D. Bernd, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1994.

/s/ Clairene Jorella

Clairene Jorella
Notary Public

My Commission Expires July 30, 1997

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 17th day of February, 1994.

/s/ James G. Grosklaus

James G. Grosklaus

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

I, Clairene Jorella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James G. Grosklaus, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1994.

/s/ Clairene Jorella

Clairene Jorella
Notary Public

My Commission Expires July 30, 1997

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, a Director, Officer, or Director and Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, O. George Everbach and Randy J. Vest, and each of them, his or her true and lawful attorneys and agents, each with full power and authority (acting alone and without the other), to do any and all acts and things and execute, in the name and on behalf of the undersigned as such Director, Officer, or Director and Officer, any and all instruments or documents which such attorneys and agents, or any one of them, may deem necessary or advisable to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission (the "SEC") in respect thereof, and with the securities laws of any or all of the states of the United States, in connection with the registration under the Securities Act of 1933 of the securities referred to below and the registration of such securities under the securities laws of any or all of the states of the United States, including specifically, but without limitation thereof, power and authority to execute any and all registration statements to be filed with the SEC in respect of such securities, any and all amendments of such registration statements, any and all instruments or documents filed as a part of or in connection with such registration statements or amendments of such registration statements, any and all applications for qualification of such securities under the securities laws of any or all of the states of the United States, any and all amendments of such applications and any and all instruments or documents filed as a part of or in connection with such applications or amendments of such applications, and the undersigned Director, Officer, or Director and Officer hereby grants to such attorneys and agents, and each of them, all power of substitution, resubstitution and revocation in the premises and hereby ratifies and confirms all that such attorneys and agents, and each of them, shall do or cause to be done by virtue hereof.

The securities to which this power pertains are debt securities of the Corporation, consisting of debentures, notes and/or other evidences of indebtedness in one or more series, not to exceed \$200,000,000 in aggregate principal amount, to be registered by the Corporation in one or more

registration statements on Form S-3 filed by the Corporation with the SEC at any time or from time to time after the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 17th day of February, 1994.

/s/ Wayne R. Sanders

Wayne R. Sanders

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

I, Clairene Jorella, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne R. Sanders, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 1994.

/s/ Clairene Jorella

Clairene Jorella
Notary Public

My Commission Expires July 30, 1997

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY AND QUALIFICATION
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
Check if an Application to determine Eligibility of a Trustee
Pursuant to Section 305(b)(2)

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION
(Exact name of trustee as specified in its charter)

94-1687665
(I.R.S. employer identification no.)

Head Office:
555 California Street, San Francisco, California 94104

Los Angeles Headquarters:
333 South Beaudry Street, Los Angeles, California 90017
(Address of principal executive offices)

KIMBERLY-CLARK CORPORATION

(Exact name of obligor as specified in its charter)

DELAWARE	39-0394230
-----	-----
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)

P. O. BOX 619100

DALLAS, TEXAS 75261-9100

(Address of principal executive offices)

Debt Securities

(Title of Indenture Securities)

As of June 17, 1994

FORM T-1

1. GENERAL INFORMATION. Furnish the following information as to the trustee:

- (a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency
Washington, D.C.

Federal Deposit Insurance Corporation
Washington, D.C.

Federal Reserve Bank of San Francisco (Twelfth District)
San Francisco, California

Board of Governors of the Federal Reserve System
Washington, D.C.

- (b) Whether it is authorized to exercise corporate trust powers.
Yes.

2. AFFILIATIONS WITH OBLIGOR AND UNDERWRITERS. If the obligor or any underwriter for the obligor is an affiliate of the trustee, describe each affiliation.
None.

In answering this item the trustee has relied in part on information furnished by the obligor and the underwriters, and the trustee disclaims responsibility for the accuracy or completeness of such information. Trustee has also examined its own books and records for the purpose of answering this item.

3. VOTING SECURITIES OF THE TRUSTEE: Furnish the following information as to each class of voting securities of the trustee:

As of June 1, 1994

COL. A	COL. B
Title of Class	Amount Outstanding
Common Stock (1.5625 Par Value)	357,115,046 Shares

4. TRUSTEESHIPS UNDER OTHER INDENTURES. If the trustee is a trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the obligor are outstanding, furnish the following information.

(a) Title of the securities outstanding under each such other indenture.

The following securities have been issued under the First Amended and Restated Indenture dated March 1, 1988 as amended:

- -- \$100,000,000 9 1/8% Notes due June 1, 1997
- -- \$100,000,000 9 1/2% Sinking Fund Debentures due February 1, 2018
- -- \$100,000,000 9% Notes due August 1, 2000
- -- \$200,000,000 7 7/8% Debentures due February 1, 2023
- -- \$200,000,000 8 5/8% Notes due May 1, 2001
- -- \$100,000,000 6 7/8% Debentures due February 15, 2014
- -- \$ 40,000,000 7.55% Debenture due June 1, 2004

(b) A brief statement of the facts relied upon as a basis for the claim that no conflicting interest within the meaning of Section 310(b)(1) of the Act arises as a result of the trusteeship under any such other indenture, including a statement as to how the indenture securities will rank as compared with the securities issued under such other indenture.

The Debt Securities listed above are wholly unsecured. When issued, the indenture securities and the Debt Securities listed above will rank equally.

5. INTERLOCKING DIRECTORATES AND SIMILAR RELATIONSHIPS WITH THE OBLIGOR OR UNDERWRITERS. If the trustee or any of the directors or executive officers of the trustee is a director, officer, partner, employee, appointee, or representative of the obligor or of any underwriter for the obligor, identify each such person having any such connection and state the nature of such connection.
- None.

In answering this item the trustee has relied in part on information furnished by the obligor and the underwriters, and the trustee disclaims responsibility for the accuracy of completeness of such information. Trustee has also examined its own books and records for the purpose of answering this item.

6. VOTING SECURITIES OF THE TRUSTEE OWNED BY THE OBLIGOR OR ITS OFFICIALS. Furnish the following information as to the voting securities of the trustee owned beneficially by the obligor and each director, partner and executive officer of the obligor.

As of June 1, 1994

COL. A	COL. B	COL. C	COL. D
			Percentage of Voting Securities Represented by
Name of Owner	Title of Class	Amount Owned Beneficially	Amount given in Col. C

None.

7. VOTING SECURITIES OF THE TRUSTEE OWNED BY UNDERWRITERS OR THEIR OFFICIALS. Furnish the following information as to the voting securities of the trustee owned beneficially by each underwriter for the obligor and each director, partner, and executive officer of each such underwriter.

As of June 1, 1994

COL. A	COL. B	COL. C	COL. D
			Percentage of Voting Securities Represented by
Name of Owner	Title of Class	Amount Owned Beneficially	Amount given in Col. C

None.

8. SECURITIES OF THE OBLIGOR OWNED OR HELD BY THE TRUSTEE. Furnish the following information as to securities of the obligor owned beneficially or held as collateral security for obligations in default by the Trustee:

As of June 1, 1994

COL. A	COL. B	COL. C	COL. D
		Amount Owned Beneficially or Held as Collateral Security for Obligations in Default by Trustee	Percent of Class Represented by Amount Given in Col. C
Title of Class	Whether the Securities are Voting or Non- Voting Securities		

Less than 1%.

In answering this item the trustee has relied in part on information furnished by the obligor, and the trustee disclaims responsibility for the accuracy or completeness of such information. Trustee has also examined its own books and records for the purpose of answering this item.

9. SECURITIES OF UNDERWRITERS OWNED OR HELD BY THE TRUSTEE. If the trustee owns beneficially or holds as collateral security for obligations in default any securities of an underwriter for the obligor, furnish the following information as to each class of securities of such underwriter any of which are so owned or held by the Trustee.

As of June 1, 1994

COL. A	COL. B	COL. C	COL. D
Name of Issuer and Title of Class	Amount Outstanding	Amount Owned Beneficially or Held as Collateral Security for Obligations in Default by Trustee	Percent of Class Represented by Amount Given in Col. C

None.

In answering this item the trustee has relied in part on information furnished by the obligor, and the trustee disclaims responsibility for the accuracy or completeness of such information. Trustee has also examined its own books and records for the purpose of answering this item.

10. OWNERSHIP OR HOLDINGS BY THE TRUSTEE OF VOTING SECURITIES OF CERTAIN AFFILIATES OR SECURITY HOLDERS OF THE OBLIGOR. If the trustee owns beneficially or holds as collateral security for obligations in default voting securities of a person who to the knowledge of the trustee (1) owns 10% or more of the voting securities of the obligor or (2) is an affiliate, other than a subsidiary, of the obligor, furnish the following information as to the voting securities of such person.

As of June 1, 1994

COL. A	COL. B	COL. C	COL. D
Name of Issuer and Title of Class	Amount Outstanding	Amount Owned Beneficially or Held as Collateral Security for Obligations in Default by Trustee	Percent of Class Represented by Amount Given in Col. C

Less than 1%.

In answering this item the trustee has relied in part on information furnished by the obligor, and the trustee disclaims responsibility for the accuracy or completeness of such information. Trustee has also examined its own books and records for the purpose of answering this item.

11. OWNERSHIP OR HOLDINGS BY THE TRUSTEE OF ANY SECURITIES OF A PERSON OWNING 50 PERCENT OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR. If the trustee owns beneficially or holds as collateral security for obligations in default any securities of a person who to the knowledge of the trustee owns 50 percent or more of the voting securities of the obligor, furnish the following information as to each class of securities of such person any of which are so owned or held by the trustee.

As of June 1, 1994

COL. A	COL. B	COL. C	COL. D
Name of Issuer and Title of Class	Amount Outstanding	Amount Owned Beneficially or Held as Collateral Security for Obligations in Default by Trustee	Percent of Class Represented by Amount Given in Col. C
None			

In answering this item the trustee has relied in part on information furnished by the obligor, and the trustee disclaims responsibility for the accuracy or completeness of such information. Trustee has also examined its own books and records for the purpose of answering this item.

The foregoing answers were prepared prior to the ascertainment of the Trustee of all of the facts and are based on incomplete information. Such answers are to be considered as correct unless amended.

12. INDEBTEDNESS OF THE OBLIGOR TO THE TRUSTEE. Except as noted in the instructions, if the obligor is indebted to the Trustee, furnish the following information:

As of June 1, 1994

COL. A	COL. B	COL. C
Name of Indebtedness	Amount Outstanding	Date Due
- - - - -	- - - - -	- - - - -
None		

13. DEFAULTS BY THE OBLIGOR.

- (a) State whether there is or has been a default with respect to the securities under this indenture. Explain the nature of any such default.

NOT APPLICABLE

- (b) If the trustee is a trustee under another indenture under which any other securities, or certificates of interest of participation in any other securities, of the obligor are outstanding, or is trustee for more than one outstanding series of securities under the indenture, state whether there has been a default under any such indenture or series identify the indenture or series affected, and explain the nature of any such default.

NOT APPLICABLE

14. AFFILIATIONS WITH THE UNDERWRITERS. If any underwriter is an affiliate of the trustee, describe each such affiliation.

NOT APPLICABLE

15. FOREIGN TRUSTEE. Identify the order or rule pursuant to which the foreign trustee is authorized to act as sole trustee under indentures qualified or to be qualified under the Act.

NOT APPLICABLE

16. LIST OF EXHIBITS

List below all exhibits filed as a part of this statement of eligibility and qualification.

*EXHIBIT A

Articles of Association of Bank of America National Trust and Savings Association (formerly Bank of Italy). By-Laws of Bank of America National Trust and Savings Association.

**EXHIBIT B

Copy of Charter under date of March 1, 1927 authorizing Bank of Italy National Trust and Savings Association to commence business of banking.

**EXHIBIT C

Copy of authorization of the Federal Reserve Board issued under date of November 1, 1930, granting Bank of America National Trust and Savings Association the right to act in a fiduciary capacity.

**EXHIBIT D

Certificate issued by the Comptroller of the Currency under date of November 1, 1930 evidencing consolidation of Bank of Italy National Trust and Savings Association and Bank of America of California under the corporate title of Bank of America National Trust and Savings Association.

**EXHIBIT E

Copy of Charter under date of March 31, 1969, authorizing B.A. National Bank to commence business of banking.

**EXHIBIT F

Copy of certificate issued by the Comptroller of the Currency under date of April 1, 1969, evidencing the merger of Bank of America National Trust and Savings Association into B.A. National Bank under the title "Bank of America National Trust and Savings Association".

****EXHIBIT G**

A copy of the approval for "Bank of America National Trust and Savings Association" to operate the presently existing branches of Bank of America National Trust and Savings Association.

EXHIBIT H

Consent of Bank of America National Trust and Savings Association required by Section 321 (b) of the Act.

****EXHIBIT I**

Copy of the latest Report of Condition at the close of business on DECEMBER 31, 1993 of the Trustee published in response to call made by Comptroller of Currency.

****EXHIBIT J**

A copy of any order pursuant to which the foreign trustee is authorized to act as sole trustee under indentures qualified or to be qualified under the Act. (NOT APPLICABLE)

****EXHIBIT K**

Foreign trustees are required to furnish a consent to service of process (see Rule 10a-4 under the Act). (NOT APPLICABLE)

*Exhibit A is incorporated by reference to Exhibit A with Form T-1 Statement, Registration No. 33-47386.

**Exhibits prefaced by this designation are filed with Securities and Exchange Commission as exhibits to Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 in connection with the Registration Statement of Borden Inc., File No. 2-50369, under the same exhibit number and are incorporated herein by reference.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the Trustee, Bank of America National Trust and Savings Association, a corporation organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, and its seal to be hereunto affixed and attested, all in the City and County of San Francisco, State of California,_____.

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By: /s/ Kristin M. Boettger

Kristin M. Boettger

Senior Trust Officer

(Name and Title)

(Seal)

Attest: /s/ Jennifer Holder

Jennifer Holder

Assistant Vice President

EXHIBIT "H"

The undersigned, as Indenture Trustee or prospective Indenture Trustee under the First Amended and Restated Indenture dated as of MARCH 1, 1988, AS AMENDED, of KIMBERLY-CLARK CORPORATION does hereby consent that reports of examinations by Federal, State, Territorial, or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request, in accordance with and to the extent prescribed under Section 321 of the Trust Indenture Act of 1939.

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By: /s/ Kristin M. Boettger

Kristin M. Boettger

Senior Trust Officer

(Name and Title)

(Seal)

Attest: /s/ Jennifer Holder

Jennifer Holder

Assistant Vice President